

**MEETING AGENDA**

**CITY OF EAST HELENA**

**CITY HALL – 306 EAST MAIN - ROOM 110**

**COUNCIL MEETING: 6:30 PM**

**DATE: TUESDAY, FEBRUARY 3, 2026**

**JOIN ZOOM MEETING: <https://us06web.zoom.us/j/3787705872>**

**CONFERENCE CALL-IN: 1-253-205-0468 MEETING ID: 378 770 5872**

**MEETING CALLED TO ORDER:** Mayor Harris

**PLEDGE OF ALLEGIANCE:** Councilmember Ferguson

**EAST HELENA SUPERFUND UPDATE:** EPA/DEQ Site Team Members

Action: Information only

**PUBLIC COMMENTS:** Note: This time is set aside for comments from the public on matters that are not on the meeting agenda. Public comments will be taken on agenda items prior to a motion. All public comments will be limited to a reasonable duration. Prior to your comments, please state your name and address in an audible tone of voice for the record.

**APPROVAL OF MINUTES:** January 20, 2026

**CITY COURT REPORT:** City Judge Dennis Loveless

**DEPARTMENTAL REPORTS:**

Administration – Clerk/Treasurer Amy Thorngren

Police Department – Police Chief Ed Royce

Public Works - Public Works Director Kevin Ore

Volunteer Fire Department - Fire Chief Roger Campbell

**UNFINISHED BUSINESS:** None

**NEW BUSINESS:**

1. General Contractor Construction Manager for the Rose Hills Subdivision – Brad Koenig, Robert Peccia & Associates  
Action: Approve/Deny/Table
2. Request to Apply for a New Treacy Foundation Grant for the East Helena Rodeo Grounds – Ron Whitmoyer, East Helena Valley Rodeo Association  
Action: Approve/Deny/Table

3. Request to Use and Fee Waiver of Kennedy Park for the Montana Joining Community Forces BBQ August 6, 2026 – Steve Garrison, Montana Joining Community Forces  
Action: Approve/Deny/Table
4. Montana Environmental Trust Group Declaration of Easement and Amended Plat for a Sewer Lift Station – Mayor Harris  
Action: Approve/Deny/Table
5. Rescheduling of the March 17, 2026 Council Meeting – Mayor Harris  
Action: Approve/Deny/Table

**MAYOR'S REPORT:** Mayor Harris

**COUNCILMEMBERS' REPORTS:**

Don Dahl  
Judy Leland  
Wesley Feist  
Suzanne Ferguson

**LEGAL REPORT:** City Attorney Elverum

**PAYMENT OF BILLS:** Action: Approve/Deny/Table

**MEETING & EVENT SCHEDULE:**

1. East Helena City Council Meeting, Tuesday, February 17, 2026, 6:30 p.m., East Helena City Hall Room 110
2. East Helena Wastewater Treatment Plant Phase 2 Upgrades, Monday, February 23, 2026, 10:00 a.m. to 11:00 a.m., East Helena City Hall Gymnasium Room 108
3. East Helena Wastewater Treatment Plant Phase 2 Upgrades, Tuesday, February 24, 2026, 6:00 p.m. to 7:00 p.m., East Helena City Hall Gymnasium Room 108

**ADJOURNMENT:** Mayor Harris

**ADA NOTICE**

The City of East Helena is committed to providing access to persons with disabilities for its meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The city will not exclude people with disabilities from participating in its meetings, or otherwise deny them the City's services, programs, or activities. Persons with disabilities requiring accommodations to participate in the City's meetings, services, programs, or activities should contact the City Clerk as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following:

(406) 227-5321 or TTY Relay Service 1-800-253-4091 or 711  
[cyclerk@easthelenamt.us](mailto:cyclerk@easthelenamt.us) - 306 East Main Street, P.O. Box 1170, East Helena, MT 59635

**MEETING MINUTES**

**CITY OF EAST HELENA**

**CITY HALL – 306 EAST MAIN - ROOM 110**

**COUNCIL MEETING: 6:30 PM**

**DATE: TUESDAY, JANUARY 20, 2026**

**JOIN ZOOM MEETING: <https://us06web.zoom.us/j/3787705872>**

**CONFERENCE CALL-IN: 1-253-205-0468 MEETING ID: 378 770 5872**

**MEETING CALLED TO ORDER:** Mayor Harris called the meeting to order at 6:30 p.m. Councilmember Ferguson led the Pledge of Allegiance.

**CITY OFFICIALS & STAFF PRESENT:** Mayor Kelly Harris, Council President Don Dahl, Councilmember Judy Leland, Councilmember Wesley Feist, Councilmember Suzanne Ferguson, Clerk/Treasurer Amy Thorngren, Public Works Director Kevin Ore, Volunteer Fire Chief Roger Campbell, Volunteer Firefighter Nick Kallem, Acting Police Chief Ed Royce, Patrol Officer Zach Butler, and Patrol Officer Chris Kirkegaard

**PUBLIC PRESENT:** John Willoughby, Jerry Verbanac, Lisa Leland, Leo Vroegindewey, Scott Walter, Jonathan Heslep, Leo Dutton, Kit Johnson, Prescott Wagner, Ruth Wagner, Unidentified, Unidentified, Unidentified, Mike Sanders (via Zoom), Jacob Kuntz, Courtney Ellis, Brad Koenig, Greg Wirth, Blair Miller (via Zoom), Guest (via Zoom), Guest (via Zoom), Russ Hill (via Zoom), Denise Feller, Dan Rispens, and Vince Bray

**ABSENT/EXCUSED:** City Judge Dennis Loveless and City Attorney Pete Elverum

**(0:00:40) PUBLIC COMMENTS:** Nick Kallem expressed his gratitude for the East Helena Police Department.

**(0:01:55) APPROVAL OF MINUTES:** A copy of the draft minutes of the January 6th meeting was included in the council packet. There was no public comment. Councilmember Feist made a motion to approve the minutes as presented. Councilmember Leland seconded the motion. The motion passed unanimously.

**CITY COURT REPORT:** A written report was included in the council packet. City Judge Dennis Loveless was excused.

**(0:02:15) DEPARTMENTAL REPORTS:**

**Administration** – Clerk/Treasurer Amy Thorngren reported that the department was processing 2025 tax forms, building permit applications were experiencing a winter lull, and that summer park rentals had increased.

**Police Department** – Acting Police Chief Ed Royce reported that the department had responded to at least 325 calls-for-service so far in January, thanked neighboring agencies that aided, and noted that Officer Kyle Butler would be receiving a second lifesaving award.

**Public Works** – A written report was included in the council packet. Public Works Director Kevin Ore reported that the DEQ inspection at the wastewater treatment plant had gone as expected, wastewater rate hearings are upcoming, he attended meetings with the water rights attorney, and he had started working on the FY27 budget.

**Volunteer Fire Department** - Fire Chief Roger Campbell thanked the other departments for their assistance, discussed his department's upcoming ISO inspection, reported that he was updating the department's liability insurance, and said that he would be sending a letter of approval to the DEQ for the Ironhorse Landing Subdivision.

**UNFINISHED BUSINESS:** There was no unfinished business.

**NEW BUSINESS:**

1. **(0:15:40) Appointment of Ed Royce as Chief of Police** – Mayor Harris stated that the hiring process was completed and the position had been offered to Ed Royce. Officers Butler and Kirkegaard expressed their support. Councilmember Ferguson made a motion to approve the appointment. Councilmember Leland seconded the motion. The motion passed unanimously.
2. **(0:17:30) Request to Use Main Street Park for the Montana POW-MIA Ride to Remember August 14<sup>th</sup> & 15<sup>th</sup>** – John Willoughby and Lisa Leland gave a brief history of the event and requested Council's approval to use Main Street Park for this year's ride. Mr. Willoughby answered questions from Council. There was no public comment. Councilmember Feist made a motion to approve the use of Main Street Park for the event including a rental fee waiver. Councilmember Dahl seconded the motion. The motion passed unanimously.
3. **(0:24:35) Approval to Move Forward with Application to the Montana Board of Investments for Rose Hills Subdivision SID Bond** – A copy of House Bill 505 was included in the council packet. Mayor Harris stressed that impact fees are not development fees and stated that the city still expects to collect system development fees from the developers. Courtney Ellis of Dorsey & Whitney discussed the distinction between impact fees and system development fees. Jacob Kuntz of Helena Area Habitat for Humanity noted that the request was only to make the application to the Montana Board of Investments and that final approval of the bond would be requested later. There was no public comment. Councilmember Dahl made a motion to approve moving forward with the application on the condition that the city would still collect system development fees. Councilmember Leland seconded the motion. The motion passed unanimously.
4. **(0:33:40) Agreement Regarding Engineering Costs of Water Infrastructure in the Rose Hills Subdivision** – The draft agreement was included in the council packet. Jacob Kuntz of Helena Area Habitat for Humanity discussed the proposed agreement to reimburse the city for engineering expenses related to the design of a water tank and pump station. There was no public comment. Councilmember Feist made a motion to approve the agreement. Councilmember Ferguson seconded the motion. The motion passed unanimously.

5. **(0:36:05) FY25 Budget Amendment** – Draft Resolution 637 was included in the council packet. Clerk/Treasurer Thorngren discussed the budget lines that required amendments. There was no public comment. Councilmember Dahl made a motion to approve Resolution 637. Councilmember Leland seconded the motion. The motion passed unanimously.
6. **(0:39:200) Proposed Changes to the Missouri River Drug Task Force Memorandum of Understanding for Task Force Officer Operations** – Copies of the proposed changes were included in the council packet. Mayor Harris explained that the proposed changes added border patrol activities to the existing MOU. Police Chief Royce stated that he wholeheartedly agreed with the mission of the MRDTF, but that he had some liability concerns regarding the addition of border patrol. Lewis & Clark County Sheriff/Coroner and MRDTF Chairman Leo Dutton discussed the changes to the MOU, commented in support of it, and answered questions from Council. Denise Feller, Leo Vroegindewey, EHPS Board Chairman Scott Walter, Vince Bray, EHPS Superintendent Dan Rispens, John Willoughby, Prescott Wagner, Jonathan Heslip, and Kit Johnson commented in support of the proposed changes. Councilmember Feist made a motion to approve the update to the Missouri River Drug Task Force Memorandum of Understanding. Councilmember Leland seconded the motion. Councilmembers Feist, Leland, and Dahl voted aye. Councilmember Ferguson voted no. The motion passed.

**(1:42:40) MAYOR'S REPORT:** Mayor Harris reported that he attended Coffee with the Chamber and a tour with an aerospace company considering a new facility in the area.

**(1:48:00) COUNCILMEMBERS' REPORTS:**

**Don Dahl** had nothing to report.

**Judy Leland** reported that she attended the police chief interviews.

**Wesley Feist** reported that he attended Coffee with the Chamber, the Montana Economic Developers Association has funded a community review of East Helena, he was re-elected chair of the Montana Opioid Abatement Trust, he attended the tour with an aerospace company considering a new facility in the area, and that he attended the Montana Business Assistance Connection board meeting.

**Suzanne Ferguson** had nothing to report.

**LEGAL REPORT:** City Attorney Elverum was excused.

**(1:51:40) PAYMENT OF BILLS:** Claims 299558 through 299602 were presented for Council's review. Councilmember Leland made a motion to pay the bills. Councilmember Feist seconded the motion. The motion passed unanimously.

**MEETING & EVENT SCHEDULE:**

1. East Helena City Council Meeting, Tuesday, February 3, 2026, 6:30 p.m., East Helena City Hall Room 110

2. East Helena City Council Meeting, Tuesday, February 17, 2026, 6:30 p.m., East Helena City Hall Room 110

**ADJOURNMENT:** Mayor Harris adjourned the meeting at 8:22 p.m.

ATTEST:

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Clerk/Treasurer

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Mayor

DRAFT



# Public Works Department

*Proud to be part of E.H. Team*

February 3rd, 2026

## **1.) WWTP Report**

- I am still waiting for the report from DEQ for our wastewater plant inspection.
- Public meeting dates for sewer plant construction phases and related rates are set for Feb 23<sup>rd</sup> 10am-11am, Feb 24<sup>th</sup> 6pm-7pm, March 9<sup>th</sup> 10am-11am, and March 10<sup>th</sup> 6pm-7pm. Public meeting will be held at city hall in the gym. (Discuss)
- Shane is dealing with another upset with the clarifier at the wastewater plant. He is working with Engineer Jeremy Perlinski. We believe it is a biological issue that is causing the clarifier not to settle correctly. (Discuss)
- Headworks project is going well; Prospect has stopped work, tentatively looking at a March start up. Waiting on grit removal equipment.

## **2.) Metal Removal Building**

- Shane had a reject pump fail in metals building. He was able to rebuild same day with parts he had in inventory.

## **3.) Source Water Report**

- Starting to work with City Engineer Brad Koenig on Wylie 3 pump replacement.

## **4.) Solid Waste Report**

- Working on getting some graphic design options for garbage truck.

## **5.) Parks**

- Trees at Main Street Park are all removed and mostly cleaned up, still have Fields Tree Service scheduled in March to come out and trim the willow trees along south parking lot.
- Fence crafters will be making repairs to fence along creek at Main Street Park.
- Reisbeck excavation is working on trimming out some of the overgrown willows on the west side of JFK Park.
- Beaver dam was removed from Prickly Pear Creek that was located close to the intersection of Morton and Gail.

## **6.) Pool**

- Summit Roofing has been working over the last week on the roof replacement of the main pool house.

## **7.) Streets**

- Recommendation for Valley Drive RFQ will be coming up on next council meeting.
- Crews got a little bit behind on pot holes, ran out of cold patch and order took longer than normal.

## **8.) Facilities**

- Tom Tenneson is continuing to work upstairs bathroom and wall repair at City Hall.
- Still working on getting new security locks installed by first part of February.
- Crews completed building additional shelving downstairs at city hall for records storage. Working with Amy on starting to go through old records to determine what all we need to store.

## **9.) Resident/City Information and Events**

- Mayor Harris and I have been having some discussions with Lewis and Clark Brewing and Alive at 5 in regards to holding an event here in East Helena.
- FY-27 Budget ideas or thoughts come see me.



## Calls for Service 2023

2023	Fire							Medical						
	Alarms	Misc	Wildland	Structure	Vehicle	Gas	MVA	Total for Year	Medical	ALS	BLS Red	BLS Yellow	Welfare	Death
March				2				1	9				1	2
April		1				1			7					
May	1	1	1		1		3		11				2	
June	2	1					1		11					
July	1	1		1		1	1		14					1
August	5	1							20				1	
September	1								16					
October		1				2	1		17					1
November	1	1			1		2		12				2	
December	2	2		1			1		22				1	
Totals	13	9	1	4	2	4	10	43	139				7	4
	6.7%	4.7%	0.5%	2.1%	1.0%	2.1%	5.1%	22.3%	72.0%				3.6%	2.1%
														77.7%
														193

## Calls for Service 2024

2024	Fire							Medical						
	Alarms	Misc	Wildland	Structure	Vehicle	Gas	MVA	Total for Year	ALS	BLS Red	BLS Yellow	Welfare	Death	
January	2					1	2			13	5	3		
February	1					1			2	7	5			
March		1		1			2		2	11	3			
April	1		1			1	1		1	5	7		1	
May	1		1			1	3		3	4	3		2	
June	2	1				1			2	4	4	2		
July	3	2	2	3		2	2	1	3	6	3			
August								1	1	3	3			
September	1	1		1					2	5	2	2		
October		2		2		2	1			10	2	3		
November							1		4	5	5			
December		1		3	1	2			2	3	2			
Totals	11	8	4	10	1	11	13	58	22	76	44	10	3	155
	5.1%	3.5%	1.9%	4.7%	0.5%	5.1%	6.1%	27.2%	10.3%	35.7%	20.6%	4.7%	1.4%	72.8%
														213

## Calls for Service 2025

2025	Fire							Medical						
	Alarms	Misc	Wildland	Structure	Vehicle	Gas	MVA	Total Year	ALS	BLS Red	BLS Yellow	Welfare	Death	Total Year
January				1		1	1		1	6			1	
February				1		1	1		4	8	1	2		
March									2		1			
April	1		1	1		1			2	5	1	1	1	
May	1	2	1				1		4	4	1			
June		2					1		1	4	2		1	
July	1	1				1			3	8	8			
August					1	1	1			8	2	1	1	
September	1						1		4	2				
October		3		1		1	2		8	8				
November	1	2				1	1		2	7	2			
December	1	2			1		1		4	12	4			
Totals	5	12	3	4	2	7	10	43	35	72	22	4	4	137
	2.7%	6.7%	1.7%	2.2%	1.1%	3.9%	5.6%	24.9%	19.4%	40.0%	12.2%	2.2%	2.2%	76.1%
														Year Total 2025 180



CITY OF EAST HELENA  
306 E MAIN ST / PO BOX 1170  
EAST HELENA, MT 59635  
(406) 227-5321

ORIGINAL COUNCIL MEETING DATE: 02/03/2026

Agenda item:

General Contractor Construction Manager for Rose Hills Subdivision

From:

Brad Koenig, Robert Peccia & Associates

Initiated by City:  YES  NO (check one)

Department:

Planning & Zoning

Presented by:

Brad Koenig, Robert Peccia & Associates

Action requested:

Approve/Deny/Table

PLEASE PROVIDE A NARRATIVE BACKGROUND OF THE PROPOSED AGENDA ITEM:

Attachments:

Explanation of the General Contractor Construction Manager method

Draft Resolution 638

Attachments:  YES  NO (check one)

Date submitted:

RECOMMENDATIONS:

Initial:

Approve for agenda:  YES  NO \_\_\_\_\_

Referred to Dept. Head for resolution:  YES  NO \_\_\_\_\_

Referred to \_\_\_\_\_:  YES  NO \_\_\_\_\_

Agenda requests must be submitted to East Helena City Hall by noon the Wednesday prior to the Tuesday council meeting.



**TO:** Kelly Harris, Mayor  
Kevin Ore, DPW  
City of East Helena

**FROM:** Brad Koenig, PE, RPA

**DATE:** January 28, 2026

**SUBJECT: Project Delivery – General Contractor Construction Manager**

Kelly and Kevin,

Montana Code Annotated (MCA) 18-2-503 provides an alternative to the traditional design-bid-build delivery mechanism. The alternative delivery method discussed with Kevin is known as and General Contractor Construction Manager (GCCM) method.

In the case of the City's project for Rose Hills, there are benefits to utilizing the GCCM Method.

1. Equipment and construction materials can be procured earlier.
2. Manage the budget and risk with earlier contractor involvement.
3. Allows a method for meeting the schedule necessary for the Rose Hills Subdivision.

The traditional Design- Bid- Build method is linear requiring each step to be nearly complete before the next. This method includes completing the entire design, producing bidding documents, completing public advertising and bidding, contracting, then construction.

The GCCM method involves selecting a qualified contractor early in the design process through and a Request for Qualifications and Request for Proposals (RFP and RFQ). This method allows some acceleration of the project schedule, an opportunity for a collaborative design with the selected contractor(s), and transparency in pricing.

If the project pricing provided by the selected contractor does not meet with the Council's approval, the City is allowed to bid the project the traditional way. RPA feels this is best method of project delivery for the work that would be completed under the bond for Rose Hills. It should be noted that initially the Contractor would help to provide input, but no bond funds would be utilized during the design process. Bond funds would only be utilized for construction IF the bond process is completed and the special assessment process allows.

RESOLUTION NO. 638

RESOLUTION OF THE CITY OF EAST HELENA, MONTANA TO ADOPT  
AN ALTERNATIVE PROJECT DELIVERY CONTRACT

RECITALS

WHEREAS, pursuant to Section 18-4-124, Montana Code Annotated (“MCA”), a governing body, as defined in Section 18-2-501, MCA, may adopt the provisions of Title 18, chapter 2, part 5, and use an alternative project delivery contract with respect to any construction contract, so long as it meets certain statutory criteria and makes required findings; and

WHEREAS, pursuant to Section 18-2-501(9)(a)(i), MCA, the legislative authority of a municipality, county, or consolidated city-county established pursuant to Title 7, chapter 1, 2, or 3, is a governing body for the purposes of Title 18, chapter 2, part 5; and

WHEREAS, the City Council (the “City”) of City of East Helena, Montana (the “City”) is in the process of planning for the creation of a special improvement district (the “SID”) to allow the issuance of a bond anticipation note (the “BAN”) and special improvement district bonds (the “SID Bonds”) that would finance or refinance certain offsite improvements to certain undeveloped land owned by Habitat for Humanity—Helena or an affiliated entity (either of Habitat for Humanity—Helena or an affiliated entity, singly or together, “Habitat”) and pay incidental costs. The BAN and SID Bonds would finance or refinance design, engineering, and construction of a water storage tank, water main, sewer lift station, sewer main, a turn lane, and associated improvements that are necessary for development of the Habitat property (collectively, the “Project”); and

WHEREAS, Robert Peccia & Associates (“RPA”), the City’s consulting engineer with respect to the Project, has recommended that the City consider using an alternative project delivery contract, specifically a General Contractor Construction Manager (“GCCM”) contract, with respect to the Project; and

WHEREAS, subject to the conditions set forth in Section 3, the City desires to proceed with authorizing a process to culminate in an alternative project delivery contract for the Project.

NOW THEREFORE, the City hereby resolves as follows:

Section 1. Findings; Criteria.

(a) The Project is of a significant size, scope and complexity, with a current estimated budget estimated to be approximately \$12,000,000. In consideration of the nature of the Project, and based on the recommendation of RPA, the City hereby determines as follows in accordance with Section 18-2-502, MCA:

(i) The Project has significant schedule ramifications and using the GCCM contract is necessary or desirable to meet critical deadlines. In making this determination, the City notes that using the GCCM methodology, design and contractor procurement can be accomplished earlier than a low-bid process, which

provides cost benefits in enabling earlier development the Habitat property and avoiding inflationary cost increases as well as efficiency in construction (by not having construction crews waiting on critical pieces of equipment). In making this determination, the City has considered that:

- 1) Development of the Habitat property will likely occur earlier and construction cost savings are likely to result from early Project completion, and there are likely to be increased opportunities for generating revenue as a result of early Project completion, since the Project will increase the City's infrastructure capacity and allow the City to connect and to serve additional water and sewer customers; and
- 2) completion of the Project will enable the more timely construction of a significant number of workforce housing units and make available other housing and commercial building opportunities, with demonstrable public benefits resulting from earlier construction.

(ii) The GCCM contract will contribute to significant cost savings in the design process for reasons including but not limited to value engineering and construction planning.

(iii) The Project presents significant technical complexities involving coordination of multiple types of infrastructure that necessitate the use of an alternative delivery project contract, specifically a GCCM contract.

(b) The City hereby determines that the procurement procedures set forth in this resolution will not and do not "encourage favoritism or bias" in awarding the contracts for the Project and will not substantially diminish competition for the contracts for the Project.

## Section 2. Capacity and Process.

(a) The City, through RPA, has knowledgeable consultants who have the capacity to manage the alternative project delivery contract award and selection process.

(b) The City hereby appoints a selection committee, comprised of the Mayor and Director of Public Works of the City, the Executive Director of Habitat for Humanity, and a representative of RPA (the "Committee").

(c) The Committee, with the assistance of RPA, will (i) prepare and publish a request for qualifications for the Project (the "RFQ"); (ii) cause the notice of the RFQ to be published twice in a newspaper of general circulation in the City; (iii) evaluate the responses to the RFQ and determine which applicants meet the qualifications; and (iv) prepare and send a request for proposals that clearly describes the Project and satisfies the other criteria set forth in Section 18-2-503(1)(b) to the qualifying respondents (the "RFP").

(d) The Committee and RPA shall review all proposals submitted for the GCCM contract in accordance with the criteria set forth in the RFP, including all factors set forth in Section 18-2-503(2), M.C.A.

(e) The Committee, with the assistance of RPA, shall make a recommendation to the City for the award of the GCCM contract supported by information and findings necessary to meet the requirements of Section 18-2-502(2), M.C.A. The Committee, with the assistance of RPA, shall state and document in writing the reasons for selecting the General Contractor which it recommends. The documentation must be provided to all applicants and to anyone else, upon request.

(f) Upon receipt of the recommendation of the Committee and RPA and the necessary supporting information and confirmation of the findings necessary to meet the requirements of Section 18-2-502(2), M.C.A., the City will authorize the award of the GCCM contract.

### 3. Conditions to Use of Alternative Project Delivery Method.

(a) The City agrees to pursue a process culminating in an alternative project delivery contract on the condition that the City will not apply funds it has on hand to pay costs of the Project, except any amounts that are reimbursed in full. Habitat will pay as due all pre-construction costs, expenses, and fees of the Project, including, without limitation, costs, expenses, and fees of design, engineering, architectural work, site preparation and geotechnical work, surveying, soil testing, and associated costs, expenses, and fees.

(b) If all conditions precedent to the issuance of SID Bonds, to include the BAN in anticipation of such bonds, are satisfied to the City's satisfaction, the City currently intends to issue the SID Bonds and the BAN in anticipation of such bonds. Conditions precedent to the issuance of the SID Bonds and BAN, include, without limitation, determination by the City, in consultation with RPA or other consulting engineer, of the final cost of the entire Project, to include associated financing and other incidental costs, through the alternative delivery project contract by way of setting a guaranteed maximum price ("GMP") for the Project (or other not-to-exceed price for the acquisition, construction, installation, and financing of the Project); determination, to the satisfaction of the City, that the proceeds of a BAN and the SID Bonds will be sufficient to pay the entire costs of the Project and all other incidental costs, or that supplemental funds are paid to the City by Habitat or a third party prior to the issuance of the BAN to pay, together with the proceeds of the BAN or SID Bonds, all costs of the Project, to include all incidental costs; determination, to the satisfaction of the City and its advisors, to include bond counsel, that the BAN and SID Bonds are adequately secured, to include, without limitation, that a satisfactory debt service reserve guaranty or replenishment arrangement for the SID Bonds has been agreed to with the Montana Board of Investments and will be in place on or prior to the issuance of the BAN or that a suitable alternative security for repayment of the SID Bonds is in place; that the proposed development of Rose Hills is satisfactory to the City; and that any other terms and conditions pertaining to the BAN and SID Bonds are satisfied to the satisfaction of the City.

(c) The Committee, with the assistance of RPA, will cause the language set forth above in this Section 3 or language to similar effect to be included in the RFQ and RFP.

Adopted by the City Council of the City of East Helena, Montana, on this 3rd day of February, 2026.

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Mayor

Attest: \_\_\_\_\_  
City Clerk/Treasurer

(SEAL)

CITY OF EAST HELENA  
306 E MAIN ST / PO BOX 1170  
EAST HELENA, MT 59635  
(406) 227-5321

ORIGINAL COUNCIL MEETING DATE: 02/03/2026

Agenda item:

EHVRA Request to Apply for a Treacy Foundation Grant to Build Grandstands

From:

Ron Whitmoyer, EHVRA Grant Coordinator

Initiated by City:  YES  NO (check one)

Department:

Parks & Recreation

Presented by:

EHVRA members, Ron Whitmoyer and Ronnie Vogl, Treasurer

Action requested:

Approve/Deny/Table

PLEASE PROVIDE A NARRATIVE BACKGROUND OF THE PROPOSED AGENDA ITEM:

**Action Requested:** Approve a motion to collaboratively approve sending a letter of intent to apply to the Treacy Foundation for a grant supporting the purchase and installation of grandstands at the EHVRA lease site in the amount of \$40,000.

**Narrative:** The East Helena Valley Rodeo Association (EHVRA) is again requesting the approval of the City of East Helena (COEH) City Council to collaboratively sign a letter of intent to the Treacy Foundation for grant funding to finish Phase II of EHVRA's grandstand construction. The Phase I grandstands are ordered and set for delivery. The cost was \$200,000. (Continued next page...)

Attachments:  YES  NO (check one)

Date submitted:

RECOMMENDATIONS:

Initial:

Approve for agenda:  YES  NO \_\_\_\_\_

Referred to Dept. Head for resolution:  YES  NO \_\_\_\_\_

Referred to \_\_\_\_\_:  YES  NO \_\_\_\_\_

Agenda requests must be submitted to East Helena City Hall by noon the Wednesday prior to the Tuesday council meeting.

(...continued from last page.)

The EHVRA has done extensive fundraising to secure Phase I of two phases to build 624 spectator seating. As we move to Phase II of the grandstand project, we are working to secure grandstand seating that is built to include ADA seating and to comply with all laws and building requirements. Phase II's grandstands are necessary to make the rodeo grounds usable for events ranging from the current NRA rodeo, to many other events including barrel racing, roping events, concerts and other events for the East Helena Community. Events are currently limited because there is no ADA compliant seating at the site, as portable bleachers have been rented only for the week of the rodeo. Additional events, making full use of the East Helena Rodeo Grounds are inaccessible due to the lack of appropriate seating.

Two years ago the COEH collaborated with EHVRA to submit an application to the Treacy Foundation to fund the continued development of the EHVRA leased property owned by COEH. That grant was successful and those funds, \$10,000, were recently used to pay \$200,000 for Phase I's 624 seat grandstands, including shipping and installation.

This year, the EHVRA is once again asking the City Council of the COEH to collaborate on an application to the Treacy Foundation for an additional \$40,000 grant. As before, EHVRA will provide written application for review by the Council and approval.

The application is a two-part request. The first application is a letter of intent to apply. That's what we are here for tonight. We request the Council approve the application process, and to jointly sign the letter of intent. The EHVRA will again ask for Council approval on an upcoming agenda to consider the full grant application.

Thank you for your consideration.

## **Letter of Intent to apply for Treacy Foundation Grant**

**Applicant Contact Information:** City of East Helena Council Members: Mayor Kelly Harris Don Dahl, Suzanne Ferguson, Judy Leland, and Wesley Feist, in conjunction with the East Helena Valley Rodeo Association: President Kate Bakke, Vice President Suzi Kruger, Board Chair Kris Bakke, Board members: Levi Driesen, Aaron Hicks, Klancy Jones, Todd Tripp, Paul Witham, Rick Wock. Treasurer Ronnie Vogl, Secretary Rhonda Nordahl, Grant Coordinator Ron Whitmoyer.

### **Contact information:**

City of East Helena  
City of East Helena Clerk, Amy Thorngren  
306 N. Main Street  
East Helena, MT 59635  
[cityclerk@easthelena.mt.us](mailto:cityclerk@easthelena.mt.us)  
(406) 227-5321

### **Contact information:**

East Helena Valley Rodeo Association  
Grant Coordinator, Ron Whitmoyer  
P.O. Box 458  
East Helena, MT 59635.  
(406) 459-4488  
[ronwhitmoyer@gmail.com](mailto:ronwhitmoyer@gmail.com)

The City of East Helena (COEH) City Council, in collaboration with the East Helena Valley Rodeo Association (EHVRA), requests approval to submit a grant to the Treacy Foundation to support Phase II grandstand construction at the East Helena Rodeo Grounds.

Thank you for your initial contribution to the Phase I grandstands. They have been ordered and are set to arrive in April. Phase II will complete the remaining grandstand installation at an estimated cost of \$200,000, bringing the total project cost for Phases I and II to \$400,000.

The grandstands are essential to making the rodeo grounds fully usable and accessible for community events ranging from the current NRA rodeo to many other events including barrel racing, roping events, concerts and other civic gatherings. At present, the site lacks ADA-compliant seating, limiting use beyond the annual rodeo. Temporary bleachers are rented only for rodeo week, making other events inaccessible due to the lack of appropriate seating. The EHVRA has done extensive fundraising to build the new rodeo grounds and secure the first half of two phases to ensure all seating meets ADA, safety, and building code requirements.

The City Council of the COEH in collaboration with the EHVRA is jointly seeking \$40,000 from the Treacy Foundation toward completion of Phase II. Later phases will include a grandstand cover, sky boxes, and an event center. We are grateful for Treacy Foundation's continued support in building our East Helena community.

**IRS Status:** City of East Helena is a State of Montana municipality. East Helena Valley Rodeo Association is a registered 501(c)3.

**Funds raised so far:** The EHVRA has raised nearly one million dollars to construct the new rodeo arena facilities and grounds. These funds include \$500,000 from Lewis and Clark County AARA funds, \$100,000 from the May 18, 2024 EHVRA Fundraiser, \$12,500 from the Montana CDRC Grant, \$40,000 from the sale of topsoil to METG, over \$10,000 from the Wall Foundation, Town Pump grant of \$25,000, Ash Grove donation of \$11,000, Greenway donation of \$5,000, Simpson Family donation of \$50,000, and in kind donations of \$12,000 from WWC Engineering, in-kind labor from Ash Grove of \$15,000, Helena Sand and Gravel

in-kind donation of \$50,000, Northwestern Energy light pole donation valued at \$10,000, Helena Fence donation of \$2,500, Green Source Electric donation \$3,000 and many more.

**Funds applied for:** We have contracted with Jen Gursky and Skipping Rocks Strategies to accelerate our funding opportunities and breadth of requests. Currently building requests for support are being pursued from Ash Grove Cement, American Chemet, sale of additional topsoil, Wall Foundation, Sparrow Enterprises, GCC Trident, Priefert, and other local and national benevolent organizations and individuals.

**Signed:**

**City of East Helena:**

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**Kelly Harris, Mayor**

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**Don Dahl**

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**Suzanne Ferguson**

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**Judy Leland**

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**Wesley Feist**

**East Helena Valley Rodeo Association:**

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**Kate Bakke, President**

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**Suzi Kruger, Vice-President**

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**Kris Bakke, Board Chair**

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**Levi Driessen**

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**Aaron Hicks**

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**Klancy Jones**

---

**Todd Tripp**

---

**Paul Witham**

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**Rick Wock**

CITY OF EAST HELENA  
306 E MAIN ST / PO BOX 1170  
EAST HELENA, MT 59635  
(406) 227-5321

ORIGINAL COUNCIL MEETING DATE: 02/03/2026

Agenda item:

Request to Use and Fee Waiver of Kennedy Park for the MT Joining Community Forces BBQ 8/6/2026

From:

Steve Garrison, Montana Joining Community Forces

Initiated by City:  YES  NO (check one)

Department:

Parks & Rec

Presented by:

Steve Garrison, Montana Joining Community Forces

Action requested:

Approve/Deny/Table

PLEASE PROVIDE A NARRATIVE BACKGROUND OF THE PROPOSED AGENDA ITEM:

Attachments:

Use Agreement

Attachments:  YES  NO (check one)

Date submitted:

RECOMMENDATIONS:

Initial:

Approve for agenda:  YES  NO \_\_\_\_\_

Referred to Dept. Head for resolution:  YES  NO \_\_\_\_\_

Referred to \_\_\_\_\_:  YES  NO \_\_\_\_\_

Agenda requests must be submitted to East Helena City Hall by noon the Wednesday prior to the Tuesday council meeting.



*For office use only*

Facility \_\_\_\_\_  
Date of Use \_\_\_\_\_  
Deposit \_\_\_\_\_  
Fee Paid \_\_\_\_\_  
Inspection \_\_\_\_\_  
Deposit Returned \_\_\_\_\_

**FACILITY USE AGREEMENT**  
**Between the City of East Helena and:**

User/Lessee Name: \_\_\_\_\_ Business: \_\_\_\_\_

Non-Profit: Y    N    East Helena Business License: N/A    Y    N    Don't Know

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Today's Date: \_\_\_\_\_

The City of East Helena allows the User to utilize certain municipal properties upon the following conditions:

- Premises to be Used:** User shall have the right to utilize the following described property (please mark one):

**Full Day Use Only - \$100/Day and \$200 Security Deposit:**

Kennedy Park Pavilion

Main Street Park Pavilion

(Bounce Houses and Inflatable Play Equipment Not Allowed Without Special Events Insurance)

**Hourly or Full Day Use - \$200 Security Deposit:**

Recreation Hall

City Hall Gymnasium

Hourly - \$15/Hr

Full Day - \$100/Day

City Hall Meeting Room

General description of event:

On the following date(s): \_\_\_\_\_  
(month/ day/ year)

At the following times: \_\_\_\_\_ to \_\_\_\_\_ Total Hrs: \_\_\_\_\_

Number of expected people: \_\_\_\_\_

- Consideration for Use:** User will pay to the City the fee established by the East Helena City Council for the use of the above referenced facilities prior to use.

**3. Covenants of User:** User agrees to:

- a) Use and occupy the premises in a careful and prudent manner and not commit any waste thereon.
- b) Not use or occupy the premises for any unlawful purpose and will conform to and obey all present laws and ordinances, rules and regulations of all governmental authorities or agencies, respecting the use of and occupation of the premises.
- c) Not assign this agreement or sublet the premises, or any part thereof without prior written consent of the City.
- d) Not use or occupy the premises, nor permit the same to be used or occupied, for any purpose deemed extra-hazardous on account of fire or otherwise.
- e) Make no alterations in and to the premises without the prior written consent of the City. Affix no nails, screws, staples or similar non-tape fasteners anyplace into or onto the premises. Any and all tape shall be removed by the user.
- f) Indemnify, defend and save City, its officers, agents and employees harmless from any and all loss, damage, and liability occasioned by, or growing out of, or in any way arising or resulting from any willful or negligent act on the part of the User or User's agent or employees or guests, all at User's own expense.
- g) Restore any personal property located within or upon the premises to its original position and location, e.g., table and chairs restored to their original configuration and location within the Volunteer Fire/Rec Hall. The deposit provided for in this agreement will be retained by the City in the event the City determines restoration has not been accomplished or was incomplete.
- h) To provide a restoration, damage and cleaning deposit as established by the East Helena City Council for the facility being used. Lessee shall be personally liable for any actual expenses in excess of the Security Deposit for restoration, damage, or cleaning expenses.
- i) As a condition for use of the facility, the Lessee may be required to procure Comprehensive General Liability (CGL) Insurance naming the City of East Helena as a Name Insured or Additional Insured having the same coverage and coverage limits as the "Named Insured". The CGL policy shall have bodily and personal injury coverage limits of no less than the \$1 million and property damage coverage limits of no less than \$500,000. The CGL policy must include effective dates covering the time period Lessee has contracted to use the facility. At least 48 hours before Lessee commences use of the facility, it shall provide written proof of its procurement of the CGL policy required by this provision, including an acknowledgement by the insurance carrier providing the CGL policy that if the CGL policy is cancelled for any reason prior to the effective dates identified in the policy, it will immediately notify, in writing, the City of East Helena of the cancellation.

**IN WITNESS THEREOF**, the parties have executed this agreement on the day and year signed below:

**CITY OF EAST HELENA, A MONTANA MUNICIPAL CORPORATION**

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Signature/Date of Mayor or Authorized Representative (Printed Name)

USER: I have read and agree with the terms and conditions of this use agreement.

---

Signature/Date of "User" (Printed Name)



**CITY OF EAST HELENA  
306 E MAIN ST / PO BOX 1170  
EAST HELENA, MT 59635  
(406) 227-5321**

**ORIGINAL COUNCIL MEETING DATE:**

Agenda item:

From:

Initiated by City:       YES       NO      (check one)

Department:

Presented by:

Action requested:

**PLEASE PROVIDE A NARRATIVE BACKGROUND OF THE PROPOSED AGENDA ITEM:**

Attachments:       YES       NO      (check one)

Date submitted:

<b>RECOMMENDATIONS:</b>			<b>Initial:</b>
Approve for agenda:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	_____
Referred to Dept. Head for resolution:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	_____
Referred to :	<input type="checkbox"/> YES	<input type="checkbox"/> NO	_____

Agenda requests must be submitted to East Helena City Hall by noon the Wednesday prior to the Tuesday council meeting.

# Attachment 1

## Property South of Highway 12 as of 12/29/2025



Montana Environmental Trust Group, LLC

Trustee of the Montana Environmental Custodial Trust

After Recording, Return To:  
Alan F. McCormick  
Garlington, Lohn & Robinson, PLLP  
350 Ryman Street, P.O. Box 7909  
Missoula, MT 59802

## **DECLARATION OF EASEMENT**

THIS DECLARATION OF EASEMENT (this “**Easement**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20252026, by MONTANA ENVIRONMENTAL TRUST GROUP, LLC, a Montana limited liability company, not individually but solely in its representative capacity as Trustee of the MONTANA ENVIRONMENTAL CUSTODIAL TRUST, having an address of P.O. Box 1230, East Helena, MT 59635 (“**Declarant**”).

### **RECITALS**

A. Declarant was established pursuant to that certain Consent Decree and Environmental Settlement Agreement (the “**Settlement Agreement**”) entered in the U.S. Bankruptcy Court for the Southern District of Texas, Corpus Christi Division, in the matter of *In re: Asarco LLC, et al.*, Case No. 05-21207 filed on March 13, 2009, and that certain Environmental Custodial Trust Agreement (the “**Trust Agreement**”; together with the Settlement Agreement, the “**Asarco Bankruptcy Agreements**”) entered into pursuant to the Settlement Agreement dated effective as of December 9, 2009.

B. Pursuant to the Asarco Bankruptcy Agreements, Asarco LLC and its wholly-owned subsidiary, Asarco Master, Inc. conveyed to the Declarant its right, title and interest, if any, in and to certain real property described and depicted as Tract \_\_\_\_\_ on Certificate of SurveyLot 2A-1-B on the Amended Plat filed under Document No. \_\_\_\_\_ in the office of the Clerk and Recorder of Lewis and Clark County, Montana, shown as “**Proposed Utility Easement, 80' x 240' (0.44 Acres)**” in Exhibit A attached hereto (the “**Easement Area**”), which comprises part of the East Helena Superfund Site.

C. Declarant wishes to grant a public utility easement across the Easement Area in favor of The City of East Helena, Montana, having an address of P.O. Box 1170, East Helena, MT 59635 (“**Grantee**”) to hold in trust for the public.

NOW, THEREFORE, Declarant hereby establishes a public utility easement on the Easement Area in favor of Grantee for the purpose of constructing, operating, maintaining, and repairing one or more public sanitary sewer lift station(s) and related appurtenances in accordance with the United States Environmental Protection Agency (“*EPA*”) ~~approved soil management plan (“*Soil Management Plan*”)(collectively, “*Permitted Use*”.)~~ Notice of Environmental Conditions recorded as Document No. \_\_\_\_\_ in the office of the Clerk and Recorder of Lewis and Clark County, Montana, which constitutes an Institutional Control (the “*Easement Area Notice*”) (collectively, “*Permitted Use*”). Grantee hereby agrees to hold the Easement Area in trust for the public and assumes responsibility for all maintenance and liability associated with the Easement Area.

SUBJECT, HOWEVER, in all instances to the terms and conditions of this Easement and to all covenants, restrictions, easements, encumbrances and other matters of record or fact or exception which an accurate survey or inspection of the Easement Area would show, any present and future laws, including zoning restrictions, special assessments now and hereafter becoming a lien, and general real estate taxes for any year. The Easement Area is further subject to certain restrictions, covenants and actions set out in the following documents: (a) that certain Consent Decree entered on April 6, 1998, in United States v. ASARCO Incorporated, as modified by that certain First Modification of Consent Decree entered on January 17, 2012, in United States v. Montana Environmental Trust Group, LLC (the “*First Modification*”), Civil Action No. CV 98-3-H-CCL (D. Mt.) (the “*RCRA Consent Decree*”); (b) the Asarco Bankruptcy Agreements; (c) that certain Statement of Basis issued by the EPA dated July 10, 2020 (the “*Statement of Basis*”); (d) the Regulations Governing Soil Displacement and Disposal in the East Helena Superfund Area in Lewis and Clark County, Montana (the “*Soil Ordinance*”); and (e) the ~~EPA Notice of Environmental Conditions recorded as Document No. \_\_\_\_\_ in the office of the Clerk and Recorder of Lewis and Clark County, Montana, which sets forth use restrictions and guidelines for excavating and/or disturbing soil at the Easement Area (which is located within the West Fields Soil Repository) and constitutes an Institutional Control (the “*Easement Area Notice*”).~~ *Easement Area Notice.*

In addition, Declarant reserves the following rights and imposes the following restrictions, terms, and conditions, which run with the land and which are binding on, and accepted by, Grantee and all parties claiming under Grantee (including, without limitation, Grantee’s successors and assigns).

1. Condition of the Easement Area. Declarant makes no representations, warranties or covenants of any kind, express or implied, with respect to the environmental condition of the Easement Area or the Easement Area’s compliance with Environmental Laws (as defined hereafter).

2. Compliance with Laws; Exercise of Permitted Use. Grantee hereby assumes, and shall be solely responsible for, all environmental matters, liabilities and obligations affecting or arising directly or indirectly as a result of this Easement, including, without limitation, compliance with all Environmental Laws and the presence of any Hazardous Materials (as defined hereafter), if any, on, in, under, or migrating from or other attributable to the Easement Area. “*Environmental Laws*” means any past, present, or future federal, state, or local laws,

statutes, ordinances, regulations, judgments, and orders and the common law, including the law of strict liability and the law of abnormally dangerous activities, relating to environmental matters, including, without limitation, provisions pertaining to or regulating air pollution, water pollution, stormwater management, noise control, wetlands, watercourses, wildlife, Hazardous Materials, or any other activities or conditions which impact or relate to the environment or nature. Grantee shall exercise the Permitted Use (including, without limitation, management of all soils disturbed by Grantee) in accordance with the terms of **the Soil Management Plan**, the Statement of Basis, the Soil Ordinance, the Easement Area Notice, and all applicable federal, state, and local laws, statutes, ordinances, regulations, permitting and licensing requirements, including, without limitation, Environmental Laws. Grantee shall be solely responsible for the safety of, work performed by, and actions undertaken by Grantee's agents, representatives, contractors and other third parties accessing the Easement Area and performing activities in connection with this Easement.

3. **Right of Entry.** Declarant does hereby reserve unto itself, its successors and assigns, the United States, including, but not limited to, EPA, and the State of Montana (together with the United States, the "**Beneficiaries**"), including, but not limited to, the Montana Department of Environmental Quality ("**MDEQ**") (collectively, together with their respective departments, agencies, officers, employees, and agents, thereof, including successors and assigns of each, the "**Declarant Parties**") for the benefit of the Declarant Parties, and Grantee hereby grants to the Declarant Parties, an irrevocable license to enter onto and use such portions of the Easement Area (the "**License**") as may be required for the Declarant's performance of activities, if any, required or approved from time to time by the EPA to be performed by the Declarant for the benefit of EPA and/or MDEQ with respect to the Easement Area. The License shall run with the land and shall terminate only upon the EPA's determination that no further remedial actions are required of the Declarant with respect to the Easement Area, which termination shall be evidenced by the recordation of a notice of such termination filed by the Declarant at the direction of the EPA in the real property records of Lewis and Clark County, Montana. Declarant does hereby agree that, in exercising its rights under the License, Declarant shall endeavor to use reasonable efforts to minimize interference with Grantee's then-existing operations at the Easement Area. Grantee does hereby covenant and agree to cooperate and not interfere with Declarant's exercise of its rights and abilities under or in connection with the License.

4. **Release.** Grantee, for Grantee and Grantee's successors and assigns, including, without limitation, each present and future fee owner, ground lessee, and tenant of all or any portion of the Easement Area (collectively, the "**Grantee Parties**") releases, remises and forever discharges Declarant, the Montana Environmental Trust Group, LLC, Greenfield Environmental Trust Group, Inc., the United States, the State of Montana, and their respective officers, agents, members, directors, shareholders, representatives, servants, and employees (collectively, the "**Releasees**") from and against, and irrevocably and unconditionally waives, all Claims (as defined hereafter) and liability against any of the Releasees for or attributable to any and all losses, costs, claims, liabilities, expenses, demands, fees or obligations of any kind or nature whatsoever, whether known or unknown and foreseen or unforeseen, attributable to the environmental condition of the Easement Area, whether arising or accruing before, on or after the Effective Date, and whether attributable to events or circumstances which have heretofore or may hereafter occur, including all losses, costs, claims, liabilities, expenses, demands, fees and

obligations relating to the presence, discovery, release or removal of any Hazardous Materials in, at, under or about the Easement Area. “***Claim***,” as used herein, means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross claims, contribution claims, indemnity claims, executions, judgments, losses, penalties, obligations and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection.

5. **Covenant Not to Sue**. Grantee, for itself and for each of the other Grantee Parties, agrees that it and they will not institute any action, suit or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Releasee in any action, suit or proceeding which is the subject of the release provided in Section 4 above.

6. **Liens and Encumbrances**. Grantee and each person using the Easement Area under authority of Grantee shall keep the Easement Area free from liens arising in any manner and shall promptly discharge any lien that may be asserted by third parties.

7. **Institutional Controls**. Grantee agrees to comply with any and all institutional controls required by EPA and/or MDEQ, including, without limitation, the Easement Area Notice.

8. **Grantee's Use of the Easement Area**. Grantee shall use the Easement Area for a public utility easement, and for no other purpose whatsoever without the prior written consent of Declarant and the Beneficiaries. In the event Grantee ceases to use the Easement Area as a public utility easement, this Easement shall automatically terminate. Notwithstanding anything in this Easement to the contrary, Grantee shall not perform or engage in any activity on the Easement Area which affects or interferes in any way with Declarant's use of the Easement Area or otherwise impacts or affects Declarant's obligations under the Asarco Bankruptcy Agreements, the RCRA Consent Decree, the Statement of Basis, the Easement Area Notice, or any other administrative order, corrective action requirement, law, rule, regulation, code, by-law, statute or decision, including, without limitation, any Environmental Laws.

9. **Release, Waiver and Indemnity; Insurance**. Prior to accessing the Easement Area, Grantee shall cause any third party performing the Permitted Use to (a) execute and deliver to Declarant a Release, Waiver and Indemnity in the form attached hereto as Exhibit B and (b) provide Declarant with certificates of insurance evidencing types and amounts of coverage that are satisfactory to Declarant and name Declarant, Montana Environmental Trust Group, LLC, and the Beneficiaries as additional insureds.

*[Signatures on following page]*

**DECLARANT:**

Montana Environmental Trust Group, LLC, not individually  
but solely in its representative capacity as Trustee of the  
Montana Environmental Custodial Trust

By: Greenfield Environmental Trust Group, Inc., Member

By: \_\_\_\_\_

Name: Cynthia Brooks

Title: President

**GRANTEE:**

The City of East Helena, Montana

By: \_\_\_\_\_

Name: Kelly Harris

Title: Mayor

State of Massachusetts        )  
                                  ) ss.  
County of Middlesex        )

On this \_\_\_ day of \_\_\_\_\_, 20252026, before me, the undersigned notary public, personally appeared Cynthia Brooks, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as President of Greenfield Environmental Trust Group, Inc., Member of the Montana Environmental Trust Group, LLC, Trustee of the Montana Environmental Custodial Trust.

Notary Public  
Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

State of Montana        )  
                          ) ss.  
County of Lewis and Clark        )

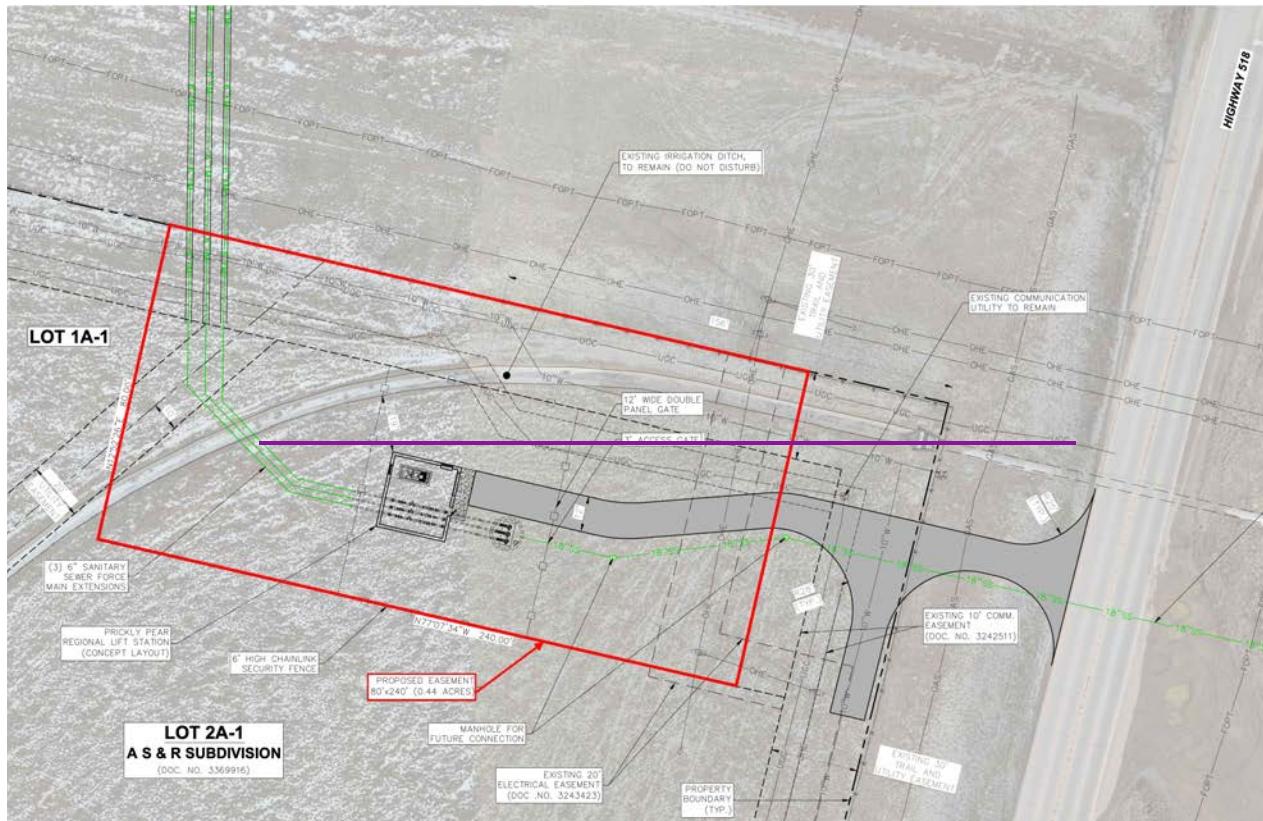
On this \_\_\_ day of \_\_\_\_\_, 20252026, before me appeared Kelly Harris, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of East Helena, Montana, and acknowledged said instrument to be the free act and deed of said City.

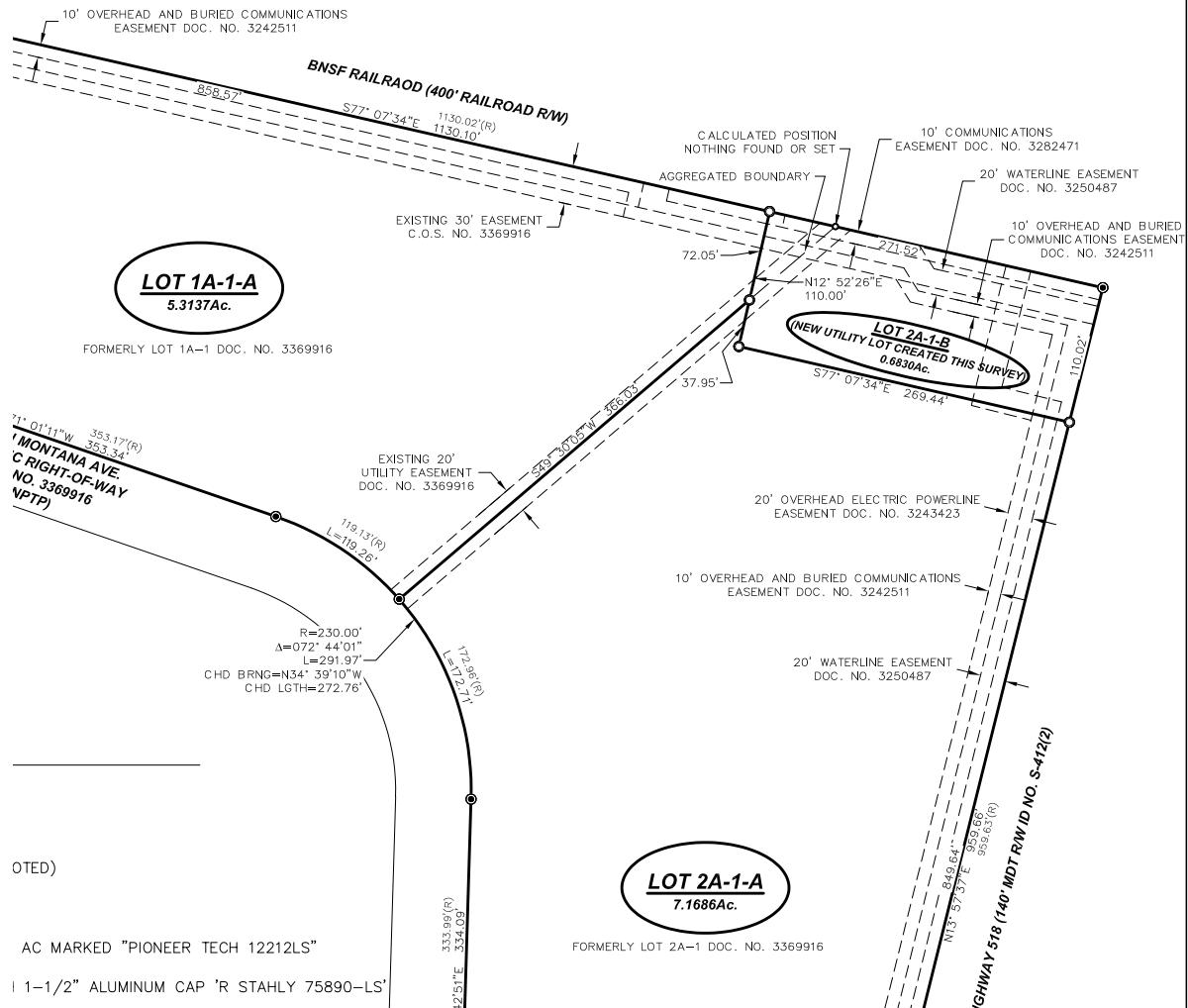
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public  
Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT A**

Easement Area





**EXHIBIT B**  
**RELEASE, WAIVER AND INDEMNITY**

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby RELEASES, WAIVES, DISCHARGES, FOREVER PROMISES AND COVENANTS NOT TO SUE, the Montana Environmental Custodial Trust (the "Custodial Trust"), Montana Environmental Trust Group, LLC (both in its individual capacity and in its representative capacity as Trustee of the Custodial Trust), Greenfield Environmental Trust Group, Inc. (and each of their respective officers, directors, shareholders, partners, employees, members, agents and representatives), the United States of America and the State of Montana (and their respective agencies and departments), and the respective officers, directors, shareholders, partners, employees, members, agents, representatives, successors, and assigns of each of them (collectively, the "RELEASEES") from and against any and all liabilities, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by the undersigned, or any of the property belonging to the undersigned while the undersigned is on or in any property (including, without limitation, vehicles, buildings and other improvements) owned or used by or for the benefit of the Custodial Trust (collectively, the "Property"), or while the undersigned is engaging in any activity or participating in any event on any portion of the Property, except to the extent that any of the foregoing are found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the Releasees' gross negligence, fraud, or willful misconduct.

The undersigned is fully aware that the Property may contain buildings, structures, vehicles and equipment, visible and latent defects, and hazardous waste and materials that may each present a serious risk of harm to the undersigned and others. The undersigned understands the unusual risks involved and hazards connected with the Property and activities related thereto or performed by the undersigned or others in connection therewith. The undersigned hereby elects to voluntarily perform said activities with full knowledge that said activities may be hazardous to the undersigned and the undersigned's property. **THE UNDERSIGNED VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE UNDERSIGNED, OR ANY LOSS OR DAMAGE OF PROPERTY OWNED BY THE UNDERSIGNED, AS A RESULT OF PERFORMING SUCH ACTIVITIES AND/OR OF BEING ON OR IN THE PROPERTY, EXCEPT TO THE EXTENT THAT ANY OF THE FOREGOING ARE FOUND IN A FINAL, NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM THE RELEASEES' GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT.**

The undersigned further hereby AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS the RELEASEES from and against any and all losses, liabilities, damages and costs, including court costs and reasonable attorneys' fees, that they may individually or collectively incur due to the undersigned's activities with respect to the Property, any person authorized to use all or some of the Property, the Custodial Trust, and/or any event on the Property, except to the extent that any of the foregoing are found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the Releasees' gross negligence, fraud, or willful misconduct.

If this instrument is signed by an individual, it is my express intent that this Release, Waiver and Indemnity shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE of all and each of the above-named RELEASEES, subject to the terms and conditions herein. The undersigned further agrees that this Release, Waiver and Indemnity shall be construed in accordance with the laws of the State of Montana and that the invalidity or unenforceability of any provision(s) of this Release, Waiver and Indemnity shall not affect the validity or enforceability of the other provisions hereof.

IN SIGNING THIS INSTRUMENT, THE UNDERSIGNED ACKNOWLEDGES AND REPRESENTS THAT the undersigned has read the foregoing Release, Waiver and Indemnity, understands it and signs it voluntarily as the undersigned's own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; if an individual, I am at least eighteen (18) years of age and fully competent; and the undersigned executes this Release, Waiver and Indemnity for full, adequate and complete consideration, fully intending to be bound by same.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20252026

CITY OF EAST HELENA  
306 E MAIN ST / PO BOX 1170  
EAST HELENA, MT 59635  
(406) 227-5321

ORIGINAL COUNCIL MEETING DATE: 02/03/2026

Agenda item:

Rescheduling of the March 17, 2026 Council Meeting

---

From:

Mayor Harris

---

Initiated by City:  YES  NO (check one)

Department:

Executive

---

Presented by:

Mayor Harris

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Action requested:

Approve/Deny/Table

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PLEASE PROVIDE A NARRATIVE BACKGROUND OF THE PROPOSED AGENDA ITEM:

Attachments:  YES  NO (check one)

Date submitted:

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RECOMMENDATIONS:

Initial:

Approve for agenda:  YES  NO \_\_\_\_\_

Referred to Dept. Head for resolution:  YES  NO \_\_\_\_\_

Referred to \_\_\_\_\_:  YES  NO \_\_\_\_\_

Agenda requests must be submitted to East Helena City Hall by noon the Wednesday prior to the Tuesday council meeting.