

## ADMINISTRATIVE MEETING

September 23, 2015

4:00 p.m. to 6:00 p.m.

Room 326

### AGENDA

1. **Call to order, introductions, opening comments**
2. **September 9, 2015 Administrative Meeting summary**
3. **Commission comments, questions**
  - Upcoming appointments
4. **City Manager's Report**
5. **Department discussions**
  - Community Development**
    - a) Subdivision & LED Street Light Pilot Project (*no materials for this item*)
      - **Consensus Direction to Manager:**
    - b) Renewable Energy Resolution
      - **Consensus Direction to Manager:**
  - Public Works**
    - a) Street Maintenance Overlay/ADA/Complete Street Policy (e.g. Saddle Drive, Broadway, Winnie) *carried forward from August 19, 2015*
    - b) Boulder Avenue Traffic Calming Options
    - c) Cruise/Cutler Intersection Options
      - **Consensus Direction to Manager:**
  - City Attorney**
    - a) Streets Maintenance Ordinance Change to Include Improvement
      - **Consensus Direction to Manager:**
6. **Committee discussions**
  - a) Audit Committee, City-County Board of Health, Civic Center Board, L&C County Mental Health Advisory Committee, Montana League of Cities & Towns  
– Mayor Jim Smith
  - b) Audit Committee, Board of Adjustment, Helena Chamber of Commerce Liaison, Information Technology Committee, Transportation Coordinating Committee  
– Commissioner Dan Ellison
  - c) Non-motorized Travel Advisory Board, Transportation Coordinating Committee  
– Commissioner Matt Elsaesser
  - d) ADA Compliance Committee, Business Improvement District/Helena Parking Commission, City-County Parks Board, Montana Business Assistance Connection  
– Commissioner Andres Haladay
  - e) Audit Committee, City-County Administration Building (CCAB), Public Art Committee  
– Commissioner Haque-Hausrath
  - f) Helena Citizens Council
7. **Review of agenda for September 29, 2015 Commission meeting**
8. **Public comment**
9. **Commission discussion and direction to City Manager**
10. **Adjourn**

*City of Helena, Montana*

---

## ADA NOTICE

The City of 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 persons with disabilities from participation at 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's ADA Coordinator, Elroy Golemon, as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following:

(406) 447- 8490

TTY Relay Service 1-800-253-4091 or 711

[citycommunitydevelopment@helenamt.gov](mailto:citycommunitydevelopment@helenamt.gov)

316 North Park, Avenue, Room 440, Helena, MT 59623

*City of Helena, Montana*

September 18, 2015

**TO:** Ron Alles, City Manager

**FROM:** Thomas Jodoin, City Attorney  
Glenn Jorgenson, Acting Administrative Services Director  
Sharon Haugen, Community Development Director

**Subject:** Residential Energy Efficiency and Renewable Energy Loan Program

**Present Situation:** The above-referenced subject has been briefly discussed in the context of allocating the telecommunications tax settlement funds during the FY2016 budget process. Two hundred thousand dollars (\$200,000) has tentatively been allocated to fund a loan program where the city would loan funds to property owners within the city for the purposes of installing “green” infrastructure on their property.

On July 8, 2015 the Commission provided staff with guidance with respect to loan eligibility, terms of loans, and securitization of loans.

Based on that commission guidance staff has developed a draft resolution establishing a “Residential Energy Efficiency and Renewable Energy Loan Program” for commission consideration. The resolution provides that loans can only be used to purchase and install energy efficiency upgrades and renewable energy systems. The language should be broad enough to encompass all of contemplated improvements the commission has expressed interest in providing loan funding for as well as giving the City Manager the discretion to approve loan funds for projects that are not specifically mentioned but still fall within the intent of the program. Energy saving appliances may not be purchased with the loan funds.

Further, the resolution establishes a maximum loan of \$12,000 for each residential property owner that is to be paid back over 10 years through the property owners’ property tax bill. There is no interest to be charged for the loan. Residential property is limited to property that contains 3 or fewer dwelling units per lot or tract or group of lots or tract under common ownership.

Also attached to this memo is a draft agreement that will need to be signed by the property owner(s) as part of their application for a program loan. That agreement is needed in order to obtain consent from the property owner(s) so that the city can assess and levy the annual repayment of the loan on the property tax bill.

**Objective:** Inform the commission and obtain any further guidance before presenting this resolution at a formal city commission meeting

*City of Helena, Montana*

# RESOLUTIONS OF THE CITY OF HELENA, MONTANA

RESOLUTION NO. \_\_\_\_\_

## A RESOLUTION ESTABLISHING A RESIDENTIAL ENERGY EFFICIENCY AND RENEWABLE ENERGY LOAN PROGRAM

**WHEREAS**, it is important and in the best interests of the City of Helena and its inhabitants to promote investment in energy efficient upgrades and renewable energy systems within the City because such investment help with reducing energy costs, increasing property values, improving occupant health and comfort, reducing environmental impact, and supporting the local economy; and

**WHEREAS**, the City desires to provide meaningful incentives that promote the use of energy efficiency upgrades and renewable energy systems that will benefit current citizens and future generations.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF HELENA, MONTANA:**

**Section 1.** The Helena City Commission hereby establishes a Residential Energy Efficiency and Renewable Energy Loan Program to provide zero interest loans for the purpose of purchasing and installing energy efficiency upgrades and renewable energy systems for owners of residential property within the City.

# RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Resol. No. \_\_\_\_\_

**Section 2.** Loans to residential property owners may only be used to purchase and install energy efficiency upgrades and renewable energy systems including, but not limited to, solar photovoltaic systems, wind turbines, geothermal and ground source heating systems, greywater systems, and solar water heating systems. The City Manager or his designee has discretion to approve the use of program funds for other energy efficiency upgrades and renewable energy systems, so long as those upgrades and improvements meet the intent of this resolution. The program funds are not available for purchase of energy-saving appliances.

**Section 3.** The maximum amount of each loan per property is Twelve Thousand Dollars (\$12,000). The term of each loan is up to ten (10) years. The annual interest rate for the entire term of the loan is zero percent (0%). Availability of loans is subject to availability of funds dedicated to this program by the City Commission.

**Section 4.** All loans made by August 31<sup>st</sup> of each year will be placed as an assessment on the recipient's property tax bill with equal, semi-annual payments for a term not to exceed ten

# RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Resol. No. \_\_\_\_\_

(10) years. The annual assessment payments will be certified to the Department of Revenue for inclusion on the property tax records for the affected properties each year.

**Section 6.** The following definition applies for purposes of this resolution only:

"Residential property" is property that contains three (3) or fewer dwelling units per lot or tract.

**PASSED AND EFFECTIVE BY THE COMMISSION OF THE CITY OF HELENA, MONTANA, THIS 5<sup>th</sup> DAY OF OCTOBER, 2015.**

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF THE COMMISSION

**CITY OF HELENA RESIDENTIAL ENERGY EFFICIENCY AND RENEWABLE  
ENERGY LOAN AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between [NAME], [STREET ADDRESS], [CITY, STATE, ZIP CODE] (“Owner”), and the **CITY OF HELENA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 316 North Park Avenue, Helena, Montana 59623 (“City”).

**RECITALS**

1. City by Resolution No. \_\_\_\_\_ has established the Residential Energy Efficiency and Renewable Energy Loan Program (“Program”) through which the residential property owners may obtain a zero interest loan from the city to install certain energy efficiency upgrades and renewable energy systems. The program authorizes the City to levy and assess properties receiving Program loans.

2. Owner(s) own(s) the following property:  
[Legal Property Description+GEOCODE]

3. Owner(s) have submitted an application to participate in the Program to finance the acquisition, construction, and installation of the Authorized Improvements as shown on Exhibit “A”, attached hereto, on the Property, hereafter “Improvements.”

**AGREEMENT**

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Covenants.** Owner(s) agree that this agreement constitutes covenants that run with the Property described above, and the benefits and burdens hereof are binding upon and inure to the benefit of all successors in interest to all parties hereto. Owner(s) agree that this agreement may be recorded with the Clerk and Recorder of Lewis & Clark County, Montana and encumbers the Property.

2. **Lien on Property.** Owner(s) agree that upon the execution of this Agreement by the parties and subsequent disbursement of the funds as set forth below, the Property becomes subject to a lien against the Property in the amount of the loan. Owner(s) agree and consent to the City levying an annual assessment for ten (10) years to recoup the cost of the loan, and

waives the right to protest such an annual assessment. The Owner(s) may repay the loan in full at any time without penalty or charge.

3. **Disbursement of Funds.** The Owner(s) may only use the loan funds for the purchase and installation of the Authorized Improvements, as shown on Exhibit "A." The City agrees to disburse loan funds to the Owner(s), in the amount equal to the actual cost of the Authorized Improvements, as shown on Exhibit "A." Disbursement of loan funds is subject to Resolution No. \_\_\_\_\_.

5. **Amount Loaned.** The total amount of the loan is \$\_\_\_\_\_ . The assessment schedule is shown on Exhibit "B."

6. **Term.** The term of this Agreement shall be from the date hereof until the loan, including applicable penalties, costs, fees, and other charges, if any, has been paid in full, but not to exceed ten (10) years. If the property is sold during the term of this Agreement, the obligation to pay the Financing Charge remains a charge against the Subject Property.

7. **Improvements to be Installed to Standards.** Owner(s) shall complete all Authorized Improvements in conformity with all applicable laws, including all applicable federal, state, and local laws, rules, regulations, standards, and recorded instruments, covenants or agreements affecting the Property. The Owners(s) shall comply with and keep in effect all permits, licenses, and approvals required to complete installation of the Authorized Improvements.

8. **Penalties.** Pursuant to 15-16-102, MCA, a penalty and interest may be applied to the annual assessed amount for tax payments that are delinquent.

9. **Default for Failure to Install Improvements.** Owner(s) agree to complete the installation of the Authorized Improvements and obtain final occupancy permit by the City no later than within one (1) year from the date of this Agreement. Failure to install the Authorized Improvements will constitute default under this agreement.

10. **Default.** If Owner(s) fail to comply with any condition or requirement of this Agreement at the time or in the manner provided for, the City may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within thirty (30) days after written notice is provided to the Owner(s). Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. City may levy an assessment against the Property for the entire loan amount in one year upon failure to cure the default.

11. **Remedies Non Exclusive.** Any remedies available under this contract are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be

provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. **Assignment.** Property Owner(s) may not assign this Agreement or any of its rights hereunder without the express written consent of City.

13. **Entire Agreement.** This Agreement, including its exhibits, if any, embodies the entire understanding between the parties relating to the subject matter contained herein. No agent or representative of either party has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments of this Agreement, including the appendices, must be in writing and signed by an authorized representative of each of the parties hereto.

13. **Governing Law.** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

14. **Severability.** Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to circumstances other than those to which it is invalid or unenforceable, shall not be effected thereby, and each term and provision of this Agreement shall, be valid and shall be enforced to the extent permitted by law.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument the day and year first above written.

\_\_\_\_\_, Owner

STATE OF MONTANA )  
 ) ss.

**COUNTY OF LEWIS AND CLARK)**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **[property owner]** , known to me or proved to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

**Notary Public for State of Montana**  
**SEAL**

\_\_\_\_\_  
**(Print Name)**\_\_\_\_\_

**Residing** \_\_\_\_\_ **at**

\_\_\_\_\_  
**My Commission expires** \_\_\_\_\_

**STATE OF MONTANA** )

) **ss.**

**COUNTY OF LEWIS AND CLARK** )

**4/30/201**

**EXHIBIT A – Authorized Improvements to be installed on Subject Property  
("Improvements")**

**Appendix B – Loan Amount**

|  |         |
|--|---------|
| Cost of Improvements:  |         |
| Materials:   | _____   |
| Labour:  | _____   |
| Total:   | _____   |
| Program Application Fee:   | _____   |
| Cost of Energy Audit:  | _____   |
| State Rebates/Incentives   | (_____) |
| Federal Rebates/Incentives   | (_____) |
| <b>Total Disbursement Amount:</b><br><i>(not to exceed \$12,000)</i> | _____   |
| Interest:  | _____   |
| <b>Total Loan Amount:</b>  | _____   |

ASSESSMENT SCHEDULE

MEMORANDUM

TO: Ron Alles, City Manager  
FROM: Randall Camp, Public Works Director  
Ryan Leland, City Engineer  
DATE: September 17, 2015  
SUBJECT: Street Maintenance Overlay/ADA/Complete Street Policy (e.g. Saddle Drive, Broadway, Winnie) *carried forward from August 19th, 2015 Administrative meeting.*

Public Works is requesting a general policy (example attached) that will allow the Street Division to complete the yearly overlay maintenance projects in a timely fashion, meet our legal obligations, and meet neighborhood and Commission expectations.

Staff will be prepared to look at the upcoming overlay project and discuss the impacts of the draft policy. An overall general policy will allow work to proceed in an orderly fashion and accomplish Commission goals without having to redesign entire neighborhoods with each maintenance project. Staff could still work with neighborhoods when new configurations are desired without detriment to the maintenance of the overall street system.

The items in "red" are some of the policy options to be considered.

*City of Helena, Montana*

## STREET MAINTENANCE OVERLAY/ADA/COMPLETE STREET POLICY – 9/23/15

Whenever the City of Helena performs street maintenance by utilizing a thin-lift overlay, the following commission policy guidance will be followed prior to beginning the maintenance:

Street maintenance projects in neighborhoods with intermittent conforming sidewalks (**Over 50%**):

1. All federally required curb ramps will be installed either prior to or concurrent with the overlay project. The City of Helena will pay **100%, 50%, 75%** of the cost of the curb ramps. Any remaining balance will be ordered in by the City Commission and the adjacent resident will be responsible for the balance. Residents may use the sidewalk replacement program to cover their proportional cost of the ramp.
2. The Commission **will** order in any sidewalk gaps in order to complete the sidewalk network prior to the overlay project. Residents may use the sidewalk replacement program to cover their cost share of the sidewalks; **or** The Commission **will not** order in any sidewalk gaps in order to complete the sidewalk network prior to the overlay project. *(This policy would not prevent the Commission from ordering in the sidewalks at a later date).*
3. The Commission **will** order in any sidewalk deficiencies, driveway aprons, and curbing prior to the overlay project. Residents may use the sidewalk replacement program to cover their proportional costs; **or** The Commission **will not** order in any sidewalk deficiencies, driveway aprons, and curbing prior to the overlay project.
4. If a majority of the sidewalks within the project are curbside, the Commission **will/will not** allow the curbside installations to continue. If a majority of the sidewalks within the project area are boulevard, the Commission **will/will not** allow curbside installations.

Street maintenance projects in neighborhoods without conforming sidewalks (**Less than 50%**):

1. All federally required curb ramps will be installed either prior to or concurrent with the overlay project. This would include corner properties that have sidewalks. The City of Helena will pay **100%, 50%, 75%** of the cost of the curb ramps. Any remaining balance will be ordered in by the City Commission and the adjacent resident will be responsible for the balance. Residents may use the sidewalk replacement program to cover their cost share of the ramp.
2. The Commission **will** order in any sidewalk gaps in order to complete the sidewalk network prior to the overlay project. Residents may use the sidewalk replacement program to cover their cost share of the sidewalks; **or** The Commission **will not** order in sidewalks at the time of the overlay project. *(This policy would not prevent the Commission from ordering in the sidewalks at a later date).*

3. The Commission **will** order in any sidewalk deficiencies, driveway aprons, and curbing prior to the overlay project. Residents may use the sidewalk replacement program to cover their proportional costs; **or** The Commission **will not** order in any sidewalk deficiencies, driveway aprons, and curbing prior to the overlay project.
4. The Commission **will** allow curbside installations in areas where no conforming sidewalks currently exist; **or** The Commission **will not** allow the curbside installations in areas where no conforming sidewalks currently exist unless a variance for the entire area is approved by the City Commission.

DRAFT





GOLD RUSH AVE

S CALIFORNIA ST

LOVE ST

HUMBOLT LOOP

ALPEOUT ST

SADDLE DR

SOUTH RIDGE DR

TOWER ST

DARBY ST

HERITAGE DR

DARING LOOP

BELT VIEW DR













GRAHAM ST

S CALIFORNIA ST

WINNE AVE

FERNDAL LN

TRACY DR

MEDICAL PARK DR





BUTLER ST

S HANNAFORD ST

ALBERT ST

S FEE ST

RAYMOND ST

BEDDIS ST

JEROME PL

WINNE AVE

0  
65  
130 Feet





TAMARACK ST

S OAKES ST

S OAKES ST

WINNE AVE

JEROME PL

S LAMBORN ST

BUTLER ST

S HANNAFORD ST

ALBERT ST

0 62.5 125 Feet



**COMPLETE STREETS POLICY**

ESTIMATED COST PER FOOT  
(ASSUME RETAINING WALL HEIGHT = 4 FEET)

- BOULEVARD = \$25/LF
- SIDEWALK = \$40/LF
- RETAINING WALL = \$120/LF
- EXCAVATION/REHAB = \$15/LF
- EMBANKMENT = \$8/LF
- SEEDING(LAWN) = \$2/LF
- APPROXIMATE TOTAL = \$210/LF

**PROS**

- COMPLETE STREET COMPLIANT
- SNOW STORAGE (ROADWAY & RESIDENTIAL)
- SEPARATION OF VEHICLES AND PEDESTRIANS

**CONS**

COST



**CURBSIDE SIDEWALK W/RETAINING WALL**

ESTIMATED COST PER FOOT  
(ASSUME RETAINING WALL HEIGHT = 2-3 FEET)

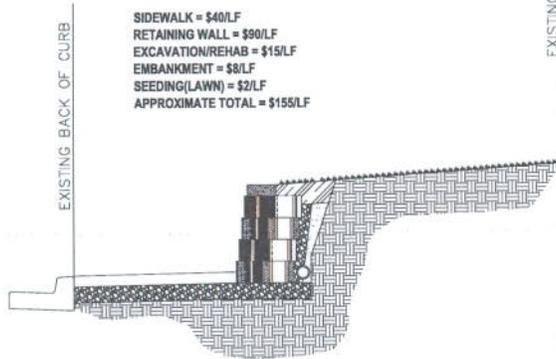
- SIDEWALK = \$40/LF
- RETAINING WALL = \$90/LF
- EXCAVATION/REHAB = \$15/LF
- EMBANKMENT = \$8/LF
- SEEDING(LAWN) = \$2/LF
- APPROXIMATE TOTAL = \$155/LF

**PROS**

- SEPARATION OF VEHICLES AND PEDESTRIANS

**CONS**

- NO SNOW STORAGE (ROADSIDE & RESIDENTIAL)
- NOT COMPLIANT WITH COMPLETE STREETS POLICY



**CURBSIDE SIDEWALK**

ESTIMATED COST PER FOOT

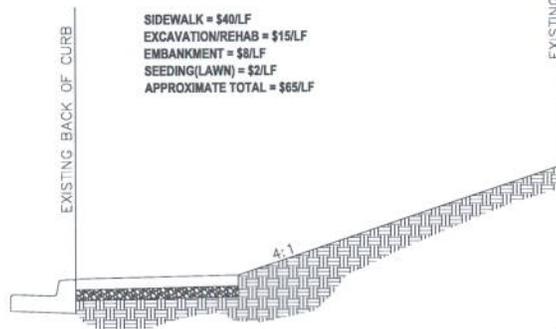
- SIDEWALK = \$40/LF
- EXCAVATION/REHAB = \$15/LF
- EMBANKMENT = \$8/LF
- SEEDING(LAWN) = \$2/LF
- APPROXIMATE TOTAL = \$65/LF

**PROS**

- SEPARATION OF VEHICLES AND PEDESTRIANS
- SNOW STORAGE (RESIDENTIAL)

**CONS**

- NO SNOW STORAGE (ROADSIDE)
- NOT COMPLIANT WITH COMPLETE STREETS POLICY



**CURBSIDE SIDEWALK (CURB LINE MOVE INTO STREET 8 FT)**

ESTIMATED COST PER FOOT

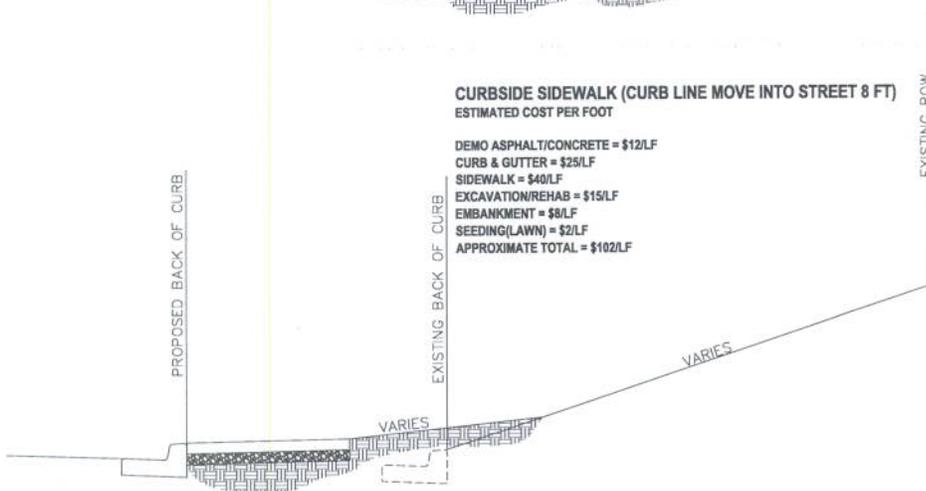
- DEMO ASPHALT/CONCRETE = \$12/LF
- CURB & GUTTER = \$25/LF
- SIDEWALK = \$40/LF
- EXCAVATION/REHAB = \$15/LF
- EMBANKMENT = \$8/LF
- SEEDING(LAWN) = \$2/LF
- APPROXIMATE TOTAL = \$102/LF

**PROS**

- SEPARATION OF VEHICLES AND PEDESTRIANS

**CONS**

- NO SNOW STORAGE (ROADSIDE)
- NOT COMPLIANT WITH COMPLETE STREETS POLICY



**Date:** August 13, 2015

**TO:** Ron Alles, City Manager

**FROM:** Ryan Leland, City Engineer  
Randall Camp, Public Works Director

**Subject:** Street Maintenance – Department of Justice (DOJ) Ruling Impacts

The City of Helena typically maintains streets by either an over-lay or with a chip seal. The federal rules for ADA required all ADA ramps to be upgraded to current standards with any reconstruction but not required with maintenance. Since the City considered the over-lays maintenance the ADA ramps were not required to be upgraded. Then the City received correspondence from the Montana Department of Transportation (MDT) on May 8, 2015 advising the City of a DOJ clarification. This clarification indicated, “Overlays of additional material to the road surface, with or without milling” trigger the requirement to add curb ramps wherever a sidewalk or other pedestrian walkway crosses a curb. Overlays are considered an alteration of the roadway. The definition of an alteration is a change to a facility within the public right of way that affects or could affect pedestrian access, circulation or use. An alteration triggers the requirement for accessibility compliance of pedestrian facilities to the extent practicable within the scope of the project. Examples include, but are not limited to the following treatments or their equivalents: addition of a new layer of asphalt, reconstruction, concrete pavement rehabilitation and reconstruction, open-graded surface course, micro-surfacing and thin lift overlays, cape seals, and in-place asphalt recycling.

This clarification impacts the budget and schedule for overlays. Prior to this notification staff assumed that “overlays” were considered maintenance. According to the DOJ clarification, types of treatments that would normally be considered maintenance are: painting or striping (existing) lanes, crack filling and sealing, surface sealing, chip seals, slurry seals, fog seals, scrub sealing, joint crack seals, joint repairs, dowel bar retrofit, spot high-friction treatments, diamond grinding, and pavement patching.

In light of this clarification, the City Attorneys’ Office has advised that any overlay work shall replace/install adjacent ADA ramps per the clarification received. Staff has attempted to show the magnitude of the DOJ ruling by studying the upcoming three-year overlay plan for the City of Helena. The City estimated a budget of \$325,000 for the overlay program and \$50,000 for ADA compliance. The estimates of probable costs are shown on “Attachment A”.

To meet the goals contemplated in both the complete street resolution and set forth in the newly adopted Greater Helena Area Transportation Plan, either the budget for overlay projects would have to be increased, or the overlay program would need to be scaled back. The actual impacts to our street overlay program will depend on the policy direction received from the Commission.

Policy Questions:

1. Would the Commission prefer to “order-in” the required ADA ramps with the City paying 50% of the cost, or does the Commission prefer to have the City pay 100% of the cost for

*City of Helena, Montana*

ADA ramps when we do an overlay project? Would the Commission prefer to “order-in” sidewalks along the street to fill-in the sidewalk gaps with the homeowner paying 100% of the cost, as specified in ordinance HCC 7-4-2?

2. In an area without sidewalks, would the Commission prefer to “order in” sidewalks per ordinance HCC 7-4-2 along both sides of the street as stated in the Complete Streets resolution with the homeowner paying 100% of the costs?
3. Does the Commission wish to adhere to the Complete Streets Policy/Engineering Standards Typical Sections? This would include boulevards for aesthetics/green space/snow storage, sidewalks on both sides for pedestrian connectivity/access, or shared-use paths for non-motorized travel. Would the Commission consider deviations/variances from these adopted policies?
4. Should the ADA compliance budget be increased to cover the additional costs of the required ADA ramps along the overlay routes?
5. Should the ADA compliance budget be increased to cover the additional costs of the “order-in” ADA ramps along the overlay routes?
6. Should the street maintenance budget be expected to cover the required ramp cost? Thus reducing the mileage of overlays completed every year.

**"ATTACHMENT A"**

| Project                              | Total Overlay Cost   | Required Ramps*      | Total Overlay & Required Ramps | Complete Streets**   | Total Required & Complete Streets |
|--------------------------------------|----------------------|----------------------|--------------------------------|----------------------|-----------------------------------|
| <b>2015 Construction/2016 Budget</b> |                      |                      |                                |                      |                                   |
| Broadway Street                      | \$ 84,960.00         | \$ 27,500.00         | \$ 112,460.00                  | \$ 73,880.00         | \$ 186,340.00                     |
| Saddle Drive                         | \$ 132,912.00        | \$ 90,000.00         | \$ 222,912.00                  | \$ 123,200.00        | \$ 346,112.00                     |
| Winnie Avenue                        | \$ 129,096.00        | \$ 30,000.00         | \$ 159,096.00                  | \$ 333,560.00        | \$ 492,656.00                     |
| <b>Total</b>                         | <b>\$ 346,968.00</b> | <b>\$ 147,500.00</b> | <b>\$ 494,468.00</b>           | <b>\$ 530,640.00</b> | <b>\$ 1,025,108.00</b>            |
| <b>2016 Construction/2017 Budget</b> |                      |                      |                                |                      |                                   |
| South Montana Avenue                 | \$ 58,752.00         | \$ 40,000.00         | \$ 98,752.00                   | \$ 126,920.00        | \$ 225,672.00                     |
| Gold Rush Avenue/Belt View Drive     | \$ 257,616.00        | \$ 67,500.00         | \$ 325,116.00                  | \$ 260,160.00        | \$ 585,276.00                     |
| <b>Total</b>                         | <b>\$ 316,368.00</b> | <b>\$ 107,500.00</b> | <b>\$ 423,868.00</b>           | <b>\$ 387,080.00</b> | <b>\$ 810,948.00</b>              |
| <b>2017 Construction/2018 Budget</b> |                      |                      |                                |                      |                                   |
| Rodney Street                        | \$ 155,304.00        | \$ 355,000.00        | \$ 510,304.00                  | \$ -                 | \$ 510,304.00                     |
| Davis Street                         | \$ 105,264.00        | \$ 212,500.00        | \$ 317,764.00                  | \$ 66,700.00         | \$ 384,464.00                     |
| Last Chance Gulch                    | \$ 73,440.00         | \$ 90,000.00         | \$ 163,440.00                  | \$ -                 | \$ 163,440.00                     |
| Neill Avenue                         | \$ 46,512.00         | \$ 42,500.00         | \$ 89,012.00                   | \$ -                 | \$ 89,012.00                      |
| <b>Total</b>                         | <b>\$ 380,520.00</b> | <b>\$ 700,000.00</b> | <b>\$ 1,080,520.00</b>         | <b>\$ 66,700.00</b>  | <b>\$ 1,147,220.00</b>            |
| <b>3-Year Approximate Cost</b>       |                      |                      |                                |                      |                                   |
|                                      | \$ 1,043,856.00      | \$ 955,000.00        | \$ 1,998,856.00                | \$ 984,420.00        | \$ 2,983,276.00                   |
| <b>3-Year Approximate Budget</b>     |                      |                      |                                |                      |                                   |
|                                      | \$ 975,000.00        | \$ 150,000.00        | \$ 1,125,000.00                |                      | \$ 1,125,000.00                   |
| <b>3-Year Budget Shortfall</b>       |                      |                      | <b>\$ 873,856.00</b>           |                      | <b>\$ 1,858,276.00</b>            |

\* Required Ramps numbers include 100% of the projected costs.

\*\* Complete Streets numbers include sidewalk costs, driveway approaches, and trip hazards.



**LEGEND**

- 2015 Construction/2016 Budget
- 2016 Construction/2017 Budget
- 2017 Construction/2018 Budget

**September 17, 2015**

**TO: Ron Alles, City Manager**

**FROM: Ryan Leland, City Engineer  
Randal Camp, Public Works Director**

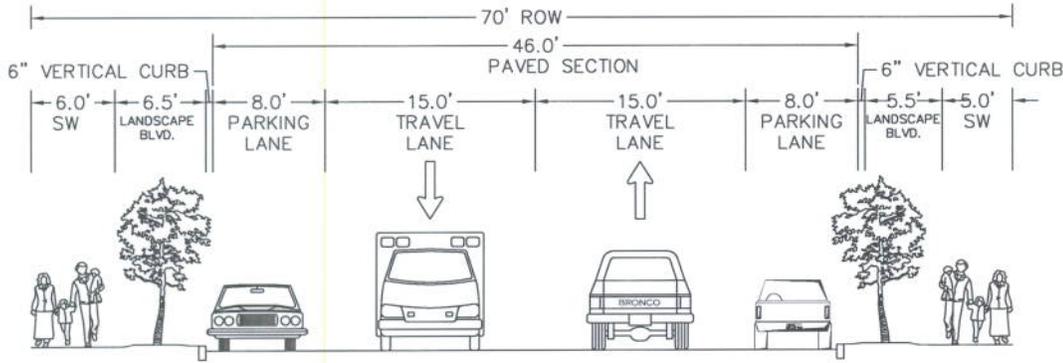
**Subject: Boulder Ave Traffic Calming and lane reconfiguration**

City Staff will be at the meeting to present a variety of typical sections that could be considered for Boulder Ave. The typical sections could include bike lanes, sidewalks, separated multi use path, etc. Staff will be able to discuss estimated potential costs of the different items in the typical section and potential traffic calming with each typical section. Staff is looking for direction on selection of a typical section and size of project the commission is willing to fund.

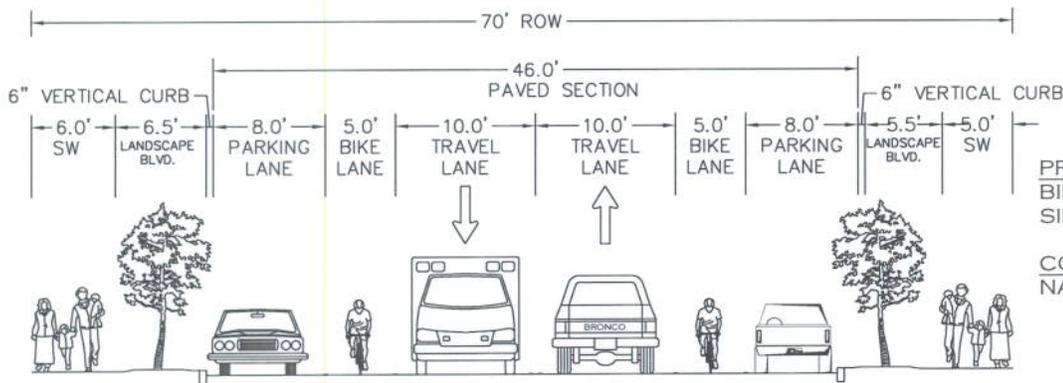
Attached:  
Typical Sections

*City of Helena, Montana*

# BOULDER AVENUE (EXISTING)



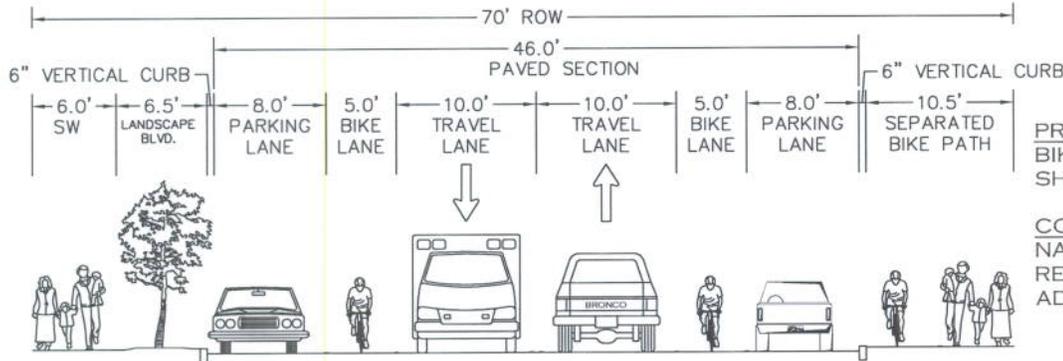
# PROPOSED W/BIKE LANES



**PRO'S**  
BIKE LANES AND SIDEWALKS BOTH SIDES OF ROAD

**CON'S**  
NARROW ROADWAY

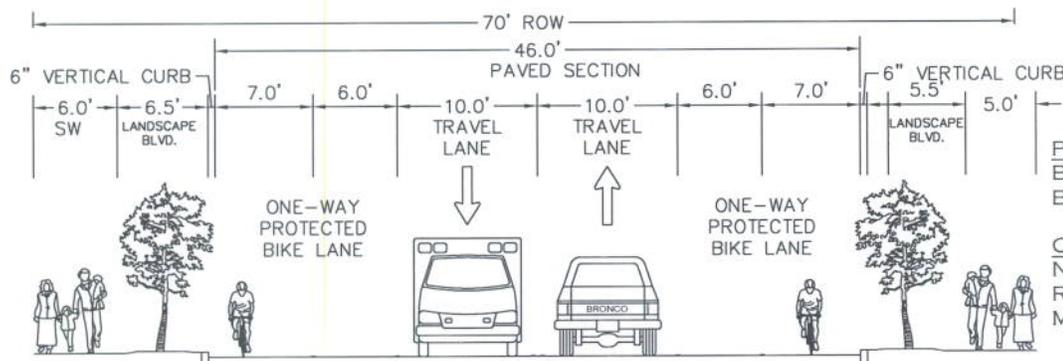
# PROPOSED W/SEPARATED BIKE PATH



**PRO'S**  
BIKE LANES BOTH SIDES OF ROAD  
SHARED-USED PATH

**CON'S**  
NARROW ROADWAY  
REMOVAL OF BOULEVARD  
ADDITIONAL MAINTENANCE

# PROPOSED W/PROTECTED BIKE LANES



**PRO'S**  
BIKE LANES AND SIDEWALKS BOTH SIDES OF ROAD

**CON'S**  
NARROW ROADWAY  
REMOVAL OF PARKING  
MORE MAINTENANCE

**September 17, 2015**

**TO: Ron Alles, City Manager**

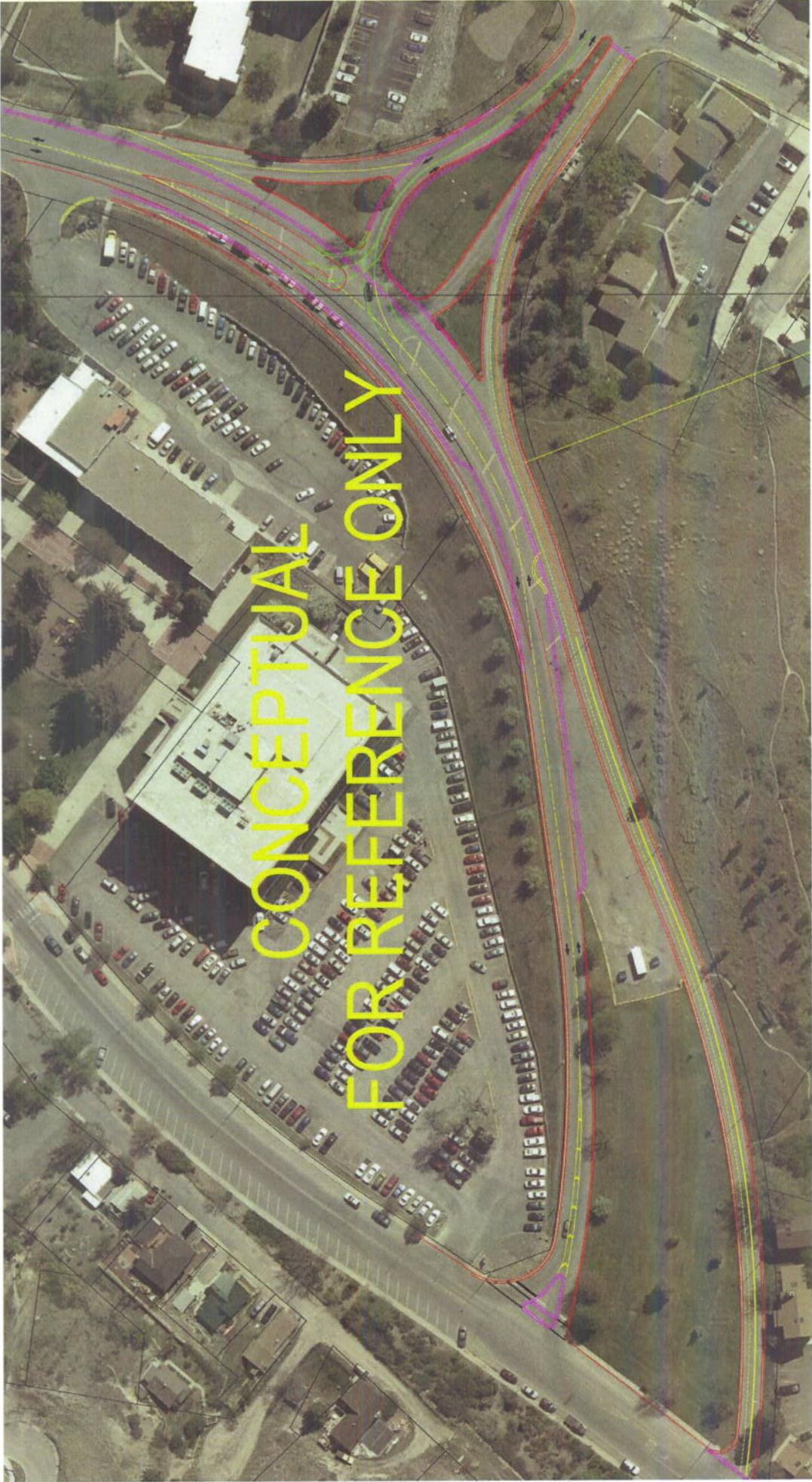
**FROM: Ryan Leland, City Engineer  
Randal Camp, Public Works Director**

**Subject: Cruse and Cutler Redesign**

City Staff will be at the meeting to present a conceptual redesign of the Cruse/Cutler Intersection. Staff will be looking for direction from the Commission on the conceptual design and if the project will be funded.

Attached:  
Conceptual Design

*City of Helena, Montana*



CONCEPTUAL  
FOR REFERENCE ONLY

# ORDINANCES OF THE CITY OF HELENA, MONTANA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 7-1-8 OF THE  
HELENA CITY CODE TO PROVIDE AND PAY FOR STREET IMPROVEMENTS  
WITHIN STREET MAINTENANCE DISTRICT NO. 1

BE IT ORDAINED BY THE COMMISSION OF THE CITY OF HELENA,  
MONTANA:

That Section 7-1-8 of the Helena City Code is hereby amended  
by adding the following:

7-1-8: **STREET MAINTENANCE AND IMPROVEMENTS:**

- A. The city's method of providing maintenance and improvements in  
street maintenance districts is as follows:
1. Maintenance and improvements may be accomplished by city  
employees, through contract for services by outside parties,  
or any combination thereof.
  2. City may purchase, rent, lease, or borrow any equipment  
necessary to perform the maintenance and improvements.
  3. City may procure necessary materials, supplies, or other  
goods necessary to perform the maintenance and improvements.
  4. Maintenance and improvements consists of any of the  
tasks, and repairs, and improvements defined by Sections 7-12-  
4401 and 4405, Montana Code Annotated, as being appropriate  
for street maintenance and improvements.
  5. The level and types of maintenance and improvements are

# ORDINANCES OF THE CITY OF HELENA, MONTANA

Ord. \_\_\_\_\_

determined in accordance with priorities established by the city and to the extent of the availability of adequate funding.

- B. The city's method of paying for street maintenance and improvement costs will be an assessment against all assessable real property within the city that receives the benefit of the maintenance or improvement. The assessment will be based upon an assessment option or combination of options provided for by Section 7-12-4422, Montana Code Annotated, for street maintenance and improvement assessments. The improvement costs may be assessed in a single year, assessed over multiple years to match project completion timing, or assessed over multiple years for scheduled debt payments incurred to finance the improvements. The selected assessment methodology and the assessment rate will be set annually by resolution adopted by the city commission.
- C. During the annual budget development as provided in Title 7, Chapter 6, Part 40, Montana Code Annotated, street maintenance district improvements shall be determined, listed, and included in the Street Maintenance District Fund budget.

# ORDINANCES OF THE CITY OF HELENA, MONTANA

Ord. \_\_\_\_\_

D. Ten percent (10%) of the total budget for each improvement project listed in the annual Street Maintenance and Improvement—District Fund budget must be set aside in a reserve fund dedicated for non-motorized improvements (define non-motorized improvements) within the street maintenance district. The city commission may waive this requirement only if it is clearly established that an individual project has budgeted for non-motorized improvements that account for ten percent (10%) of the budget for the improvement project.

D1 Any proposed street improvement project will adhere to the City of Helena complete streets resolution that established a policy to encourage and support streets that provide for all users, including pedestrians, bicyclists, transit users, motor vehicle users, and persons of all abilities, while promoting safe operation for all users.

D2 Each budgeted improvement project will set aside ten percent (10%) for non-motorized improvements. If the actual percentage spent for non-motorized improvements is below 10% of the actual construction cost, the remaining percentage must

# ORDINANCES OF THE CITY OF HELENA, MONTANA

Ord. \_\_\_\_\_

be set aside in a reserve fund dedicated for non-motorized improvements (define non-motorized improvements) within the street maintenance district.

E. Any proposed improvement that is not listed in the annual Street Maintenance District Fund budget must be approved by the city commission before the project can proceed.

F. Any remaining improvement budget may be carried over from year to year as necessary for the completion of the improvements.

EG. No change. (Ord. 2993, 6-21-2004; amd. Ord. \_\_\_\_\_, \_\_\_-\_\_\_-2015)

FIRST PASSED BY THE COMMISSION OF THE CITY OF HELENA, MONTANA,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF THE COMMISSION

# ORDINANCES OF THE CITY OF HELENA, MONTANA

Ord. \_\_\_\_\_

FINALLY PASSED BY THE COMMISSION OF THE CITY OF HELENA,  
MONTANA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF THE COMMISSION