

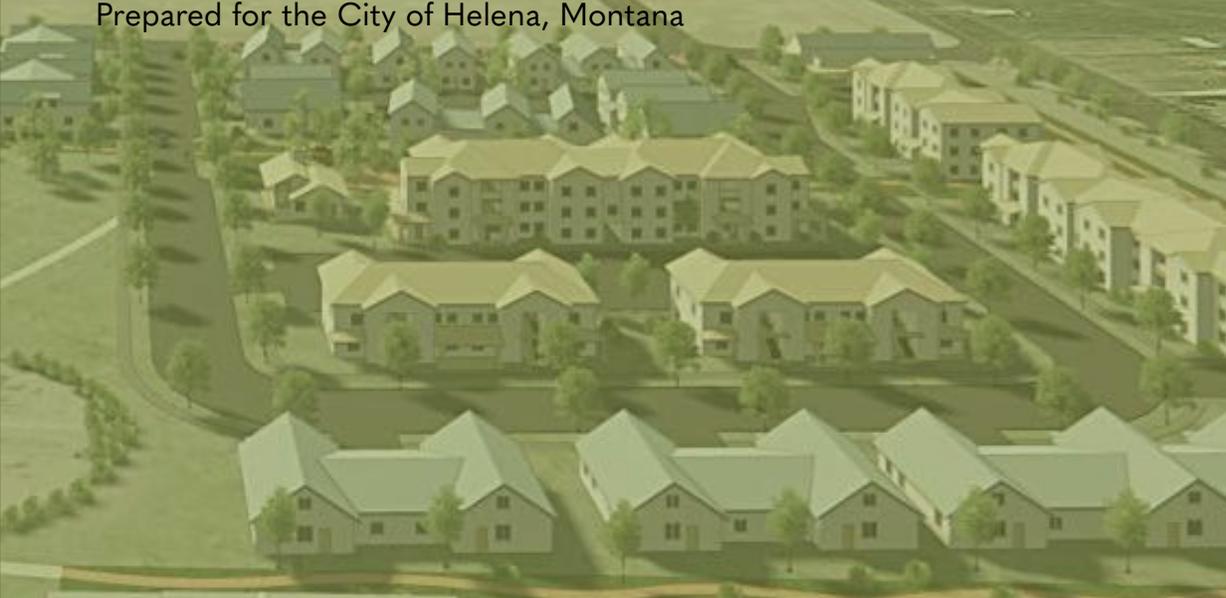
OUR REDEEMER'S LUTHERAN CHURCH AND CITY OF HELENA AFFORDABLE HOUSING DEVELOPMENT

PRELIMINARY ARCHITECTURAL REPORT

Helena, Montana

Spring 2022

Prepared for the City of Helena, Montana



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SMA Architecture + Design

For over three decades, the firm of SMA Architects has provided professional architectural services throughout the intermountain west. Founded by John D. McKittrick and Rick Schlenker, the firm is now lead by Jason M. Davis, Tim Meldrum, Klint Fisher and Charley Franklin who have carried on SMA's client commitment to providing the best possible project, all while ensuring the process is enjoyable. Their renewed energy, combined with SMA's incredibly talented staff, has allowed SMA to steadily expand to a staff of 32, including offices in Helena and Bozeman. SMA truly believes we are in the business of not only designing great buildings, but more importantly, building relationships with our clients.

Mosaic

Mosaic Architecture is a collaboration of creative and seasoned architects who passionately pursue design appropriate solutions. Their Montana roots help to guide their project approach and decision making through a culture of hard work and a deep appreciation of environment and home. After establishing a new practice in Helena, Montana in 1994, the firm has evolved into a design-driven and community-oriented studio known as Mosaic Architecture. Located in downtown Helena on the historic Last Chance Gulch, Mosaic has a staff of twelve, including seven registered architects.

Creating an appropriate architecture for their clients is their passion. An integral part of that commitment is the inclusion of sustainable design principles in all their projects. Not only do they have that obligation to their clients, they also feel they have that obligation to Helena's neighborhoods, cities and surrounding environment. Sustainable design can be most simply thought of as designing buildings to have the most positive and least negative long-term impacts on people, their community, natural resources and the environment. Using sustainable design principles, Mosaic can design buildings that are healthier for people, improve productivity, lower energy and maintenance costs, and is better for the environment.

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INTRODUCTION

This report assesses the need and viability of a site-specific development plan for vacant property that is currently under the ownership of Our Redeemer's Lutheran Church (ORLC). The proposed development plan creates critically needed affordable housing opportunities in the City of Helena, involving direct partnership with Trust Montana, Helena Area Habitat for Humanity (HAHH), Rocky Mountain Development Council (RMDC), and YWCA Helena (YWCA) on the site. The housing opportunities each agency seeks to create will serve a range of housing types, from transitioning those in the community from congregant shelter living situations to permanent affordable homeownership opportunities, all within the confines of one integrated, supportive neighborhood community. The portion of property used by HAHH and YWCA will be placed into a community land trust to ensure the long-term affordability of those units. RMDC owns and maintains rental units and their federal LTC funding sources require that they be the owner of the land on which they build. The LIHTC funding they utilize also ensures long-term affordability. In the 2018 Tri-County Housing Needs Assessment, an online survey was conducted regarding the housing needs in the community and almost 1000 responded to the survey. In that survey, 84.4% of the Helena respondents showed that too high rents and too few places to choose from were among the major reasons people were having trouble finding a place to live. Sixty-four percent of the respondents cited the most common issue in buying a house is that they cannot find one in their price range. Housing affordability is an issue of great concern within the community. The opportunity to supply space for this variety of affordable housing projects does not often come along to the community.

The Helena Area Housing Task Force, in conjunction with city staff recommended a City of Helena Housing Strategy that was adopted by the Commission. The taskforce is made up of several nonprofits involved in housing issues (including HAHH, RMDC, United Way, Helena Area Housing Authority, and Good Samaritan) the Helena Realtors Association, Helena

Building Industry Association, the Chamber of Commerce and MBAAC. The City Commission adopted a 2019 Helena Housing Strategy. Many of the activities proposed for this development are found in that Housing Strategy. These include:

- Identify government and private foundation grants for housing programs and determine potential project to match grants.
- Research best practices and initiate discussions with potential private sector partners to finance infrastructure and housing programs.
- Establish a regional community land trust to construct affordable housing.
- Support efforts by local organizations to establish housing land trusts.
- Build permanent supportive housing to alleviate homeless issues so it becomes rare, brief, and non-occurring.
- Identify grants, public-private partnerships, or tax incentives to defray infrastructure costs for new developments in exchange for affordable housing.
- Investigate the idea of land banking opportunities (i.e. a land trust) to reserve land for affordable housing development.

The project will provide much needed housing for those who are working minimum wage jobs; mothers and children who are transitioning out of homelessness to become stable and employed and improve homeownership opportunities to young families or single parent households. By showing how this community can work together and solve some common goals will only serve to encourage other similar efforts and will help provide a roadmap for similar projects.

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The City of Helena obtained a CDBG (Montana Department of Commerce Community Development Block Grant) Planning grant to work with Our Redeemer's Church, Helena Area Habitat for Humanity, RMDC, YWCA and Trust Montana to study the ORLC land's potential for affordable housing.



Our Redeemer's has a rich mix of both deeply rooted traditional worship and contemporary praise worship. They are a welcoming community in Helena in which to grow in faith, explore coming back to a faith community, or simply to learn what faith is all about. Our Redeemer's also strives to be active and engaged in our greater Helena and world community by sharing with and serving those in need.



Rocky Mountain Development Corporation's (RMDC) vision is to improve the lives of all individuals and families they serve through shared respect, empathy, integrity, and accountability.



The mission of YWCA Helena (YWCA) is to prevent homelessness, provide safe and supportive housing for women and children experiencing homelessness, and provide services that restore hope, self-sufficiency, and happy and healthy lives.



Seeking to put God's love into action, Helena Area Habitat for Humanity brings people together to build homes, communities and hope.



Trust Montana's mission is to promote community land trusts and hold land in trust to facilitate workforce housing, farmland affordability, and the preservation of vital community assets that keep rural and urban areas livable for Montanans of varied economic means.

i. PROBLEM DEFINITION

i.A.

Describe and document the need for the project and the problems to be solved.

i.A.1. HEALTH AND SAFETY

Describe concerns and deficiencies, compliance issues, and relevant regulations such as the International Building Code, (and other codes as listed in "Special Requirements Concerning Code and Standards Enforcement" in Chapter V of the Application Guidelines), asbestos, lead-based paint, handicapped accessibility, zoning ordinances, and other federal, state, local, or tribal requirements concerning the existing facility(ies). Attach pertinent correspondence to or from appropriate federal, state, and local regulatory agencies, especially information that provides documentation of health and safety concerns and deficiencies.

The Tri-County housing assessment completed in 2018 found that the Helena area has a very low vacancy rate, and that the community needs about 250 more affordable rental homes at a minimum to address the need at that time. Since 2018, affordable housing availability has become even more limited. Due to the lack of housing inventory in the Helena area as well as rising home prices and inflation, residents continue struggling for housing they can afford. Many of those who the YWCA of Helena, Habitat for Humanity, and the Rocky Mountain Development Council (RMDC), work with in Helena are already on multiple waiting lists.

The priority for the City of Helena and Our Redeemer's Lutheran Church is to add housing and help fill the gap between housing and those without it, using an available portion of the church property. Although there are programs and shelters in Helena, those programs quickly fill up, are meant for temporary housing, or have a long waiting list (up to 600 people in Habitat for Humanity's case) because of the high demand and short supply. Often people resort to unsafe housing or housing alternatives in order to find shelter. There is a deficit of existing housing facilities, and many existing facilities are inadequate, unsafe, or unstable. These alternatives are unlikely to be handicapped accessible, compliant with modern building codes, and may contain environmental concerns such as lead based paint and / or asbestos. The lack of safe housing can affect particularly children, elderly, others and the Helena community in negative ways - from unsafe living conditions, lack of access to community resources, negative impact on psychiatric A.C.E. scores, and countless other ways.

Relevant Housing Factors

Housing stock is aging; in Lewis and Clark County, approximately one in five homes were constructed prior to 1960 and 22% before 1940. While older housing stock typically comprises the "affordable" housing market, typical concerns with older homes include deferred maintenance, lack of weatherization features, lack of accessibility features, and expense to upgrade homes to

meet newer code. The current condition of many of these homes has created unhealthy and unsafe housing conditions and current housing market forces mean that even this poor-condition housing stock is not affordable for many.

Demand Outpacing Supply

The Tri-County Housing Needs Assessment completed in 2018 concluded that housing demand was outpacing supply. At the time, households in the county were projected to increase at an annual rate of 549 new households between 2017 and 2022. From 2010 to 2017, the annual number of single-family housing starts plus new multi-family units in the county averaged only 344 total dwelling units, creating an ever-increasing housing deficit. From the City of Helena Growth Policy document, 2019:

Table 4.03 – Single-Family Housing Starts, Helena and Vicinity

City/County	2011	2012	2013	2014	2015	2016	2017	2018
Helena City	74	67	60	48	70	51	40	55
Lewis & Clark County	144	212	257	203	182	212	225	186
Jefferson County	37	51	55	54	70	64	68	67
Broadwater County	27	23	10	27	13	26	53	56

Source: Montana Building Industry Association Housing Starts Data, <http://montanabia.com/housingstarts>

The Unhoused

According to the City of Helena Growth Policy, 2019, homelessness is increasing, and its face is changing. The federally mandated 2019 Montana Homeless Survey for Helena identified 268 respondents as homeless, a number that grew from 240 in 2017, but decreased from 423 in 2015. While homeless persons have been traditionally characterized as single males, this notion is being challenged by ever increasing numbers of families, teens and children being homeless or facing unstable housing. Many of the area's emergency shelters are filled to capacity.

The unhoused age an average of 15 to 20 years faster than housed people. They are more susceptible to life-threatening complications from respiratory illnesses. The unhoused impose proportionally higher costs on community hospitals, schools, and criminal justice efforts.

i.A.1. HEALTH AND SAFETY

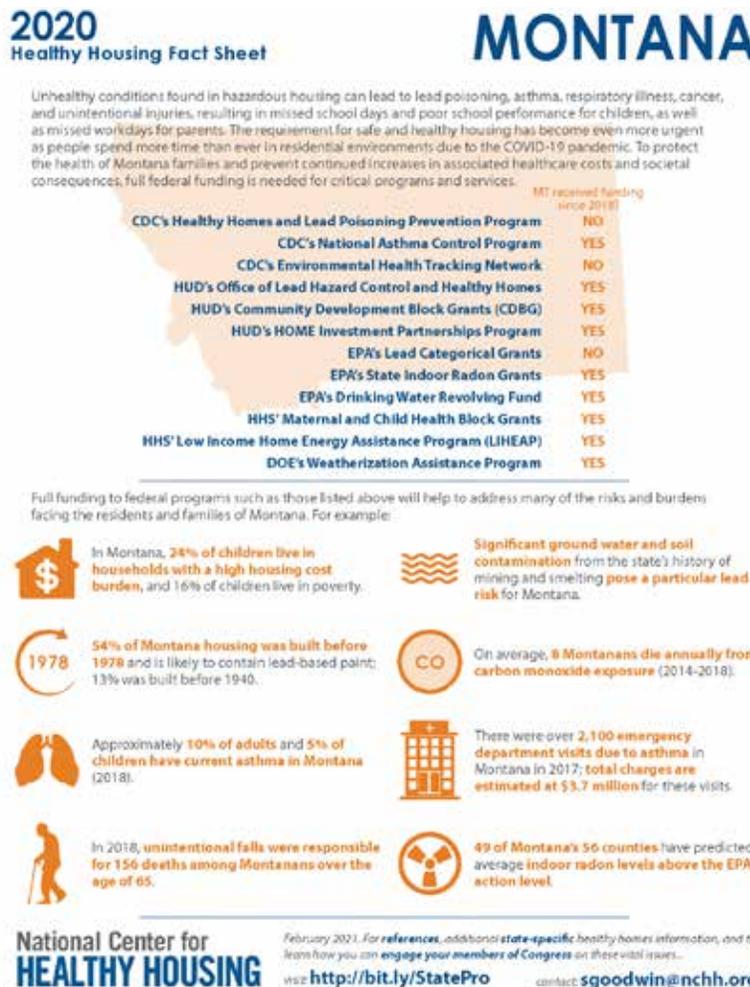
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The strongest predictor of voter turnout is how long a person has lived in a particular place. People without residential addresses have the right to vote, but often face obstacles that lead to political exclusion.

In 2019 the Corporation for Supportive Housing published a study examining the Medicaid costs incurred by the top decile of Montana individuals suffering from homelessness and chronic homelessness. They found that individuals in the top cost-decile of those experiencing chronic homelessness had an average of \$53,463 in Medicaid expenditures in 2017, and that individuals in

the top cost decile of those experiencing homelessness averaged \$49,906 in Medicaid claims. Given the numbers from Montana Homeless Management Information System, the results of the study performed by the Corporation for Supportive Housing, and a 34 percent state share of Medicaid costs, it could be inferred that the top cost-decile of individuals experiencing homelessness in Montana incur over \$6 million annually in Medicaid costs to state budgets alone.

The graphic below provides a snap shot in time of the relevant issues associated with the lack of affordable housing.



i. PROBLEM DEFINITION

i.A.

Describe and document the need for the project and the problems to be solved.

i.A.2. FACILITY OPERATION AND MAINTENANCE

Describe O&M concerns regarding the existing facility(ies) with an emphasis on those with the greatest financial and operational impact. If the high cost of maintaining the existing facility(ies) is related to a proposal to modify or replace the existing facility, describe and document these concerns and potential cost savings.

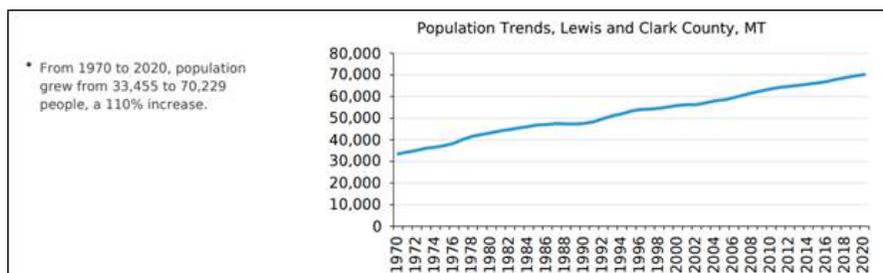
There is no existing facility or property providing the unique blend of affordable housing being proposed in this report. The property being studied for the implementation of this continuum of affordable housing stock is currently owned by Our Redeemer's Lutheran Church and the area proposed for development is currently vacant land. As new construction is being considered, there is no existing residential facility operation and maintenance concerns to consider.

i.A.3. GROWTH

Describe the facility's capacity to meet projected growth needs from the completion of construction through the anticipated useful life of the building. Discuss any potential for future expansion, if applicable, or any consideration given to designing for phased construction or incremental expansion of the facility in the future. Provide both the number of current users served by the facility(ies) and the projected number of users to be served by the proposed project upon completion.

Growth within the City of Helena and surrounding Lewis & Clark County has been steady since 1970. At the same time, housing stock growth has not kept pace with population growth and the increased cost of housing has priced an ever-increasing number of families out of the market. The number of cost-burdened and unhoused households threatens to hinder economic development and community safety. A shortage of housing affordable to prospective employees may affect local employers and area business. The increased need for housing in Helena and Lewis and Clark County will only continue to grow as the population in Helena grows. More housing is needed to serve residents affected by the lack of affordable housing to make progress towards a viable future for themselves and the community. The following pages convey the projected growth needed for affordable housing, as the existing property being studied does not currently have any units on it. Project stakeholders, including the City of Helena, agree that this property cannot solve this housing crisis, but it can make progress towards the amount of affordable housing available in Helena.

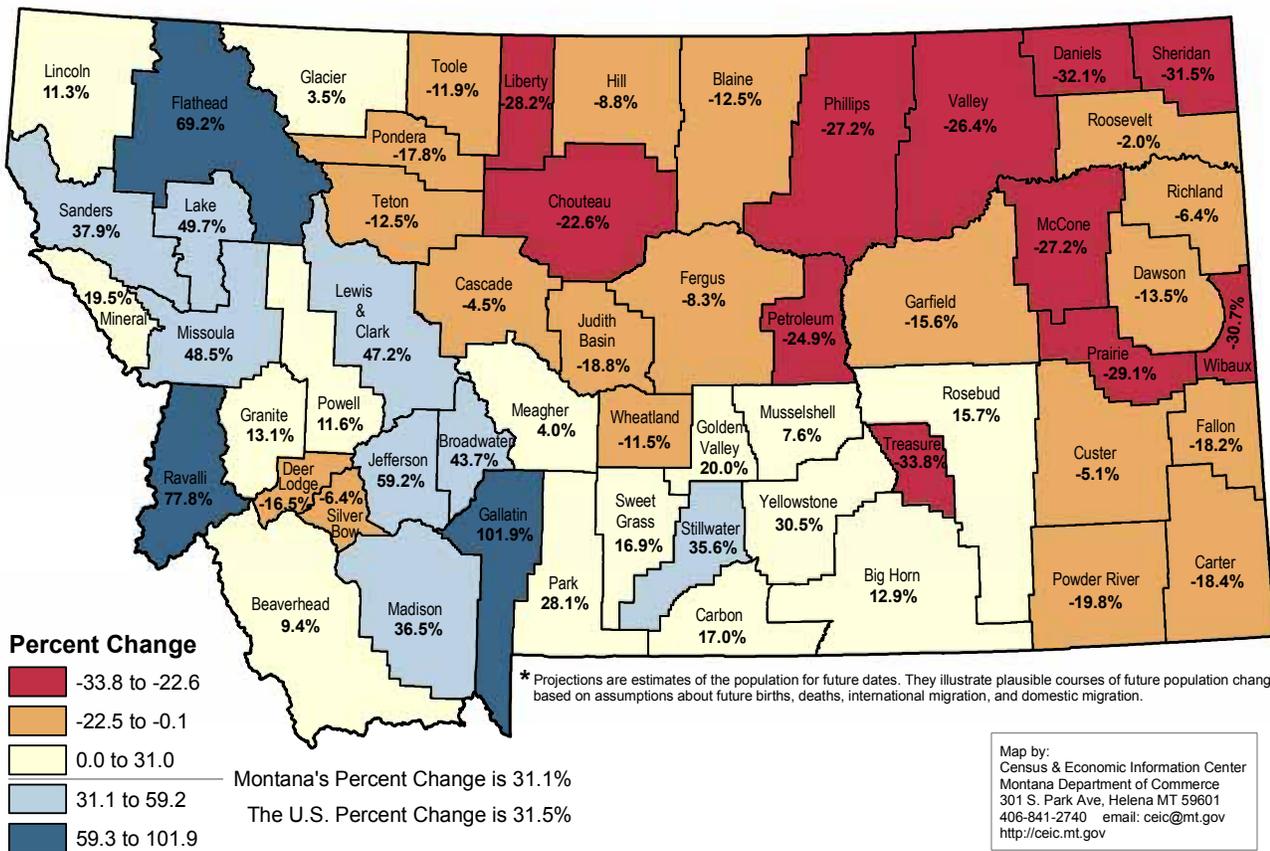
According to the United States Census Bureau, Lewis and Clark County's population is projected to have a steady growth rate in the state, with a current population estimated at 63,395. With an expected 47.2% increase in population from 2000 to 2030, increased tourism and less expensive (compared to other areas in the United States) real estate are promoting more jobs and commuters to move to Lewis and Clark County (see map on the following page). It should be noted that the projected increases in population in Montana and Lewis and Clark County will have an even bigger impact on the viability and need for the proposed project due to the existing as well as the future need for affordable housing and living arrangements. Per the U.S. Census Bureau, Lewis & Clark County saw an 11.35% population growth from 2010-2020 and a 25.7% population growth from 2000-2020. In just five years, from 2014-2019, the non-Helena, county area experienced an 11.3% population increase while the City of Helena experienced a 3.4% population increase. The City of Helena reported to have a population of 32,091 from the April 2020 Census. Lewis & Clark County reported a population of 70,229 from the 2020 Census. Headwaters Economics has reported a steady population growth for Lewis & Clark County since 1970 (see graphic below):



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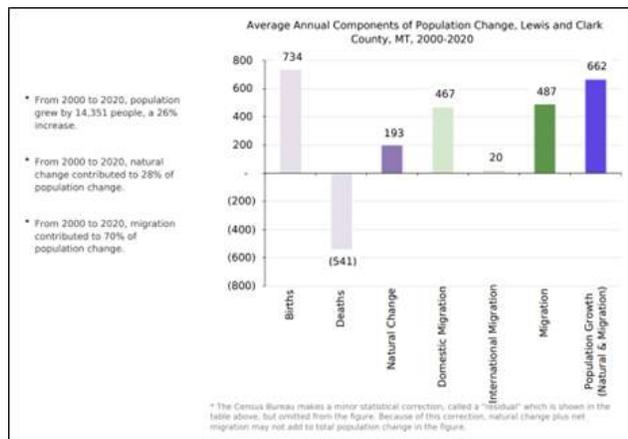
**Montana Population Projection
Percent Change between Census 2000 and NPA Projections for 2030***



Source: U.S. Census Bureau, Census 2000, NPA Data Services, INC, 2008 The U.S. Census Bureau does not provide population projection data at the county level.

November 2008 - PopProjPercentChg2030T(08).mxd

The average annual population change from 2000-2020 was 662, most of those increases coming from domestic migration into the county - see adjacent table from the 2020 census:



i. PROBLEM DEFINITION

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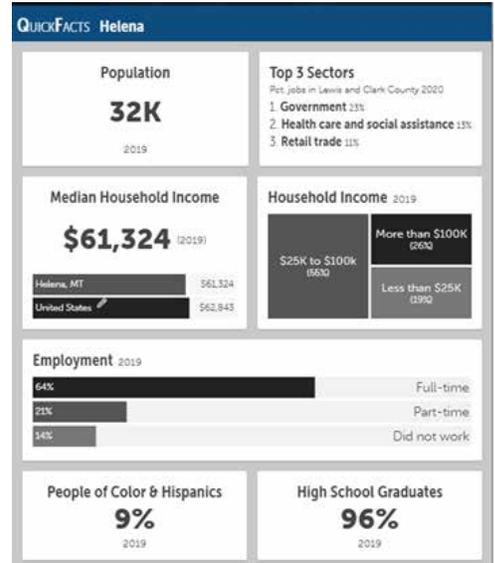
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Population Income

According to analysis by Headwaters Economics, the three main sectors of employment in Helena are Government, Health care and social assistance, and Retail trade. The median household income in Helena in 2019 was \$61,324, sitting below the national average of \$62,843. The 2019 poverty rate in Helena was 13.7%. As of 2019, 19% of Helena’s population had a household income of less than \$25,000/year. The proposed development will serve the needs of these lower income individuals and families.



For FY 2022, the median family income (for a family of four) in Lewis and Clark County is \$102,200. Since 2006, HUD income limits for Lewis & Clark County have increased by 4.41% per year. HUD income limits for 80% and 120% AMI for a family of four are displayed to the right.

Year	80% AMI	120% AMI
2022	\$ 78,650	\$ 117,975
2021	\$ 70,300	\$ 105,450
2020	\$ 67,050	\$ 100,575
2019	\$ 66,850	\$ 100,275
2018	\$ 60,800	\$ 91,200
2017	\$ 56,100	\$ 84,150
2016	\$ 56,000	\$ 84,000
2015	\$ 58,900	\$ 88,350
2014	\$ 56,650	\$ 84,975
2013	\$ 55,750	\$ 83,625
2012	\$ 56,250	\$ 84,375
2011	\$ 55,050	\$ 82,575
2010	\$ 52,500	\$ 78,750
2009	\$ 52,400	\$ 78,600
2008	\$ 49,350	\$ 74,025
2007	\$ 46,700	\$ 70,050
2006	\$ 44,950	\$ 67,425

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Housing Cost

According to a Housing Affordability in Lewis and Clark County study prepared for the Helena Association of Realtors by the Bureau of Business and Economic Research at the University of Montana in October 2021, "the growth in median single-family prices in Lewis & Clark County has been significantly faster than the growth in median income in recent years. Overall, from 2009 to 2019, the average annual growth rate of home prices, 4.5% was 1.7 times the growth in household median income, 2.6%. In the last two years, the growth in housing prices in Lewis and Clark County has been 9.5% in 2020 and 12.2% in the first half of 2021. These have been the highest increases experienced in the market for the last 13 years. The strong growth in home prices relative to income growth has produced a housing market with declining affordability."

Real estate values have escalated in the last five years, with highlighted significance in the last two years. Headwaters Economics reported that the value of a typical home in Lewis & Clark County in 2020 was \$394,000, citing a \$75,000 increase since 2000.



i. PROBLEM DEFINITION

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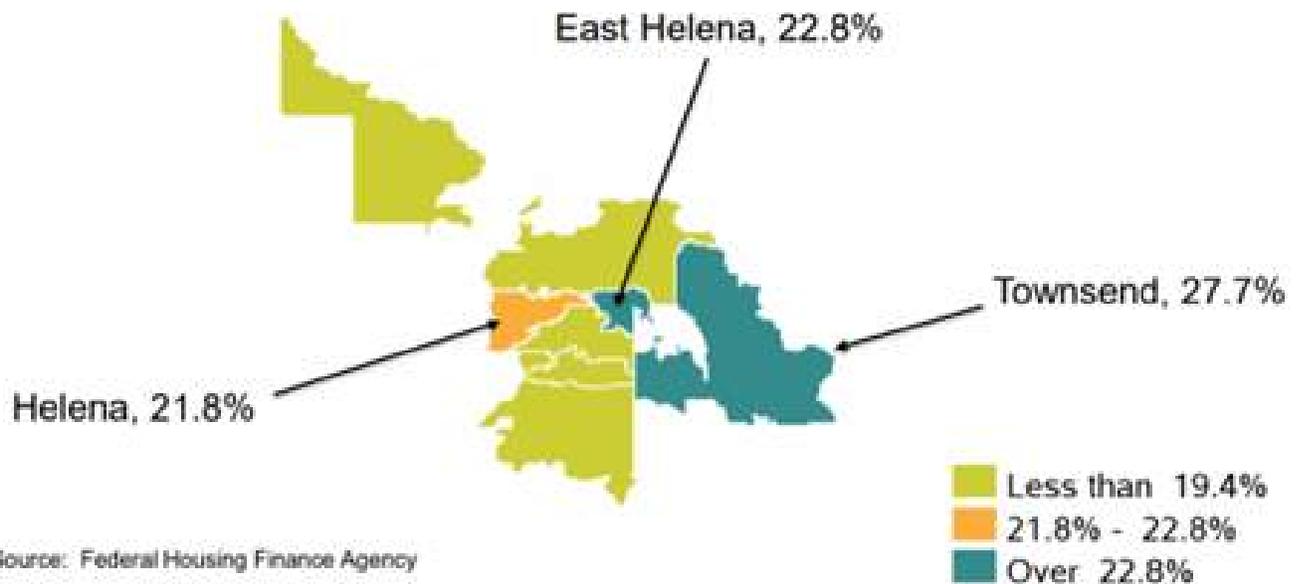
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The Bureau of Business and Economic Research, University of Montana reported housing price growth between 2016 and 2020 in the area ranging from 21.8% in Helena proper to 27.7% in the neighboring community of Townsend.

Housing Price Growth, 2016-2020



Graphic provided from the Bureau of Business and Economic Research, University of Montana

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Affordability Gap:

In the Tri-County Housing Needs Assessment 2018 study, low vacancy rates were cited as was lack of affordable housing. At the time of that report, the average home price in Lewis and Clark County had increased from \$191,095 in 2012 to \$245,950 in 2017 and median rent in the county was \$802. In 2017, 42.5% of Lewis & Clark County renters were cost burdened (paying in excess of 30% of monthly income on housing costs).

According to a recent study by the Washington Post, Lewis and Clark County posted a 36.5% increase in rental rates from the first quarter of 2020 to the first quarter of 2022 and now has an average rent of \$1,263. Lewis and Clark County had the highest percentage rent increase in Montana while average rents nationally rose 11.3% in the last year.

According to the US Department of Housing and Urban Development (HUD), housing is affordable if it costs households no more than 30% of their gross income for housing and utilities costs. From the City of Helena Growth Policy, 2019 an in accordance with HUD's definition, 42.7% of renters and 21.8% of homeowners with a mortgage in Helena are cost burdened.

Table 4.11 – Households with a Housing Cost Burden, 2013-2017

	Helena	Lewis & Clark	Montana
Renters	42.7%	42.6%	46.0%
Homeowners with a mortgage	21.8%	23.8%	30.1%
Homeowners with no mortgage	9.6%	9.7%	12.3%

Source: U.S. Census Bureau, American Community Survey Five-Year Estimates

The portion of Helena's population living in poverty is increasing. The percentage of people living below the poverty line increased from 12.1% in 2010 to 15.6% in 2017. The consequences for children living in cost-burdened households are worse health and well-being outcomes, lower educational attainment of minors, and reduced employment opportunities.

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Community Consequences

The growing affordability gap threatens the economic stability of our community. Young adults and families cannot thrive, generate wealth, or advance themselves if they are cost-burdened by housing and cannot pay for other essential goods and services. When employees cannot afford housing, employers suffer in their ability to grow their businesses and create economic prosperity in the community. Seniors and persons living with disabilities on fixed incomes increasingly cannot afford to pay for food and healthcare needs when their housing burden consumes more than 30% of their income. This situation creates added burdens on other social services provided in our community by organizations like Helena Food Share and St. Pete's Hospital and has impacted every local non-profit provider of subsidized affordable housing.

From Headwaters Economics:

"While unaffordable housing has come to a head during the pandemic, COVID-19 is not solely responsible. Long-term trends in demographics, the labor market, mortgage rates, housing supply, land use policies and climate-driven disasters have all contributed to the current crisis.

The impacts of record-setting rises in housing prices reverberate through a community and manifest as labor shortages, increased homelessness, and dramatic increases in rental costs. Those who are priced out of homeownership today will struggle to build wealth for themselves and their children, exacerbating income inequality.

With more people priced out of homeownership, policies and solutions for housing affordability are needed now more than ever. Tools we used previously—like inclusionary zoning and incentives for builders—weren't keeping up before, and they certainly aren't now. We need bigger, coordinated investments supported at the local, state, and federal levels. These coordinated efforts need to include the voices of small and large employers and look creatively at housing solutions that include commercial redevelopment and infill."

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Below are applicable excerpts from the University of Montana AFFORDABLE HOUSING IN MONTANA - December 2020 study by Brandon Bridge, Ph.D., Economist and Director of Forecasting at the Bureau of Business and Economic Research.

Lewis & Clark County is populated by 27,800 households, 8,746 of which are renters. The income distribution of households in Lewis & Clark County is displayed in Figure 19 below. The area median income (AMI) for households in Lewis & Clark County is \$62,130. This means that a household is earning an extremely low income for the county if the household income is less than \$18,639. As can be seen in Figure 19, over 2,500 households in Lewis & Clark County are classified as earning an extremely low income, and over 4,800 households are classified as earning a low income (less than 50% AMI).

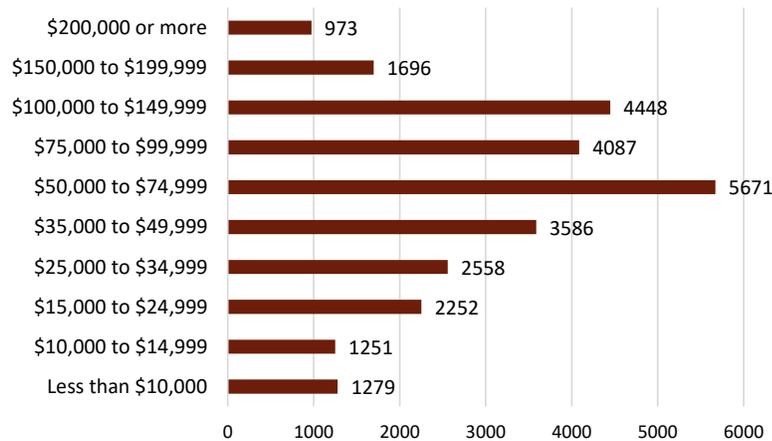


Figure 19: Lewis & Clark County Households by Income Group. Source: US Census American Community Survey, 2018 5yr

Of the renter households in the county, 41 percent are cost burdened, meaning they spend more than 30 percent of their monthly income on rent. Home owners in Lewis & Clark County are the least cost-burdened among the seven counties here examined, with 16 percent of owner households in this situation. Lewis & Clark County has 78 affordable housing units for every 100 households earning an extremely low income, which is the second highest behind Cascade County.

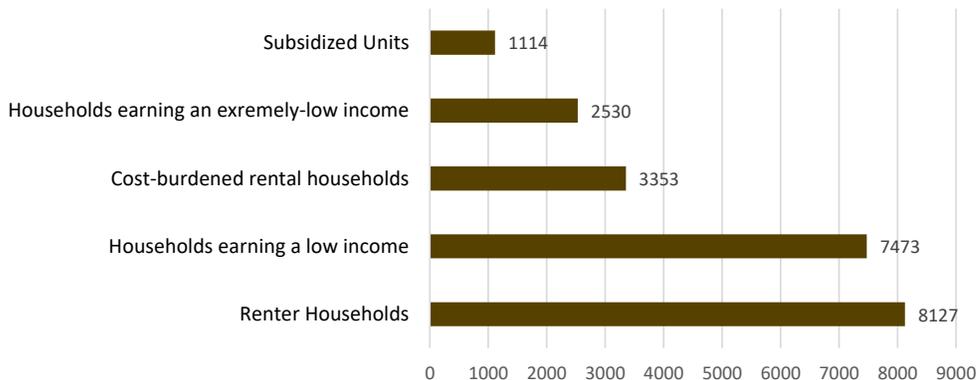


Figure 20: Lewis & Clark County Housing Affordability Challenges. Source: US Census American Community Survey, 2018 5yr

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Lewis & Clark County contains 1,114 housing units receiving subsidies for affordability. Of these, 252 receive multiple subsidies. The subsidies are distributed among the public finance programs as shown in Table 12 below. Among all units receiving subsidies in Lewis & Clark County, 217 (19 percent) are set to have all their subsidies expire within the next ten years. This is the lowest percentage of subsidized units expiring within the decade among the populated counties.

<u>Subsidy Program</u>	<u># of Units</u>
LIHTC	267
HOME	134
Section 8	286
USDA	8
Public Housing	366

Table 12: Subsidized Housing Units by Program, Lewis & Clark County. Source: MT National Housing Preservation Database.

Of the 366 public housing units being actively managed in Lewis & Clark County, 79 of these units provide housing for families with elderly individuals, 170 of the units provide housing persons with disabilities, 166 of the households are headed by females, and children reside in 190 of the units. These numbers are shown in Figure 21.

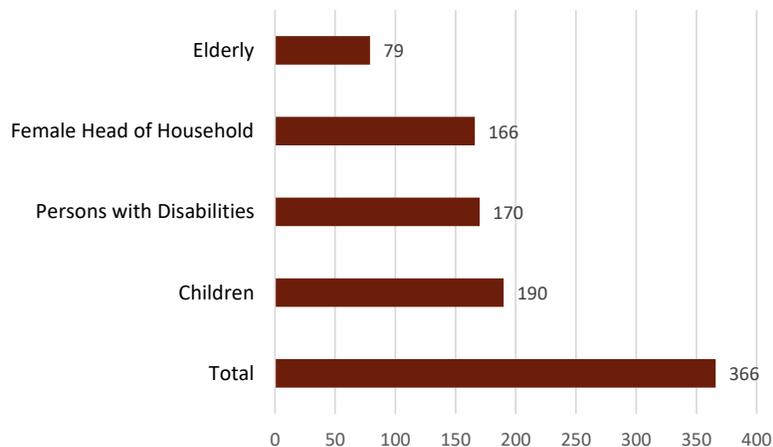


Figure 21: Public Housing Units and Tenant Demographics in Lewis & Clark County. Source: MT Public Housing Authorities Resident Characteristics Report, 05/04/2020.

i.A.3. GROWTH

Describe the facility's capacity to meet projected growth needs from the completion of construction through the anticipated useful life of the building. Discuss any potential for future expansion, if applicable, or any consideration given to designing for phased construction or incremental expansion of the facility in the future. Provide both the number of current users served by the facility(ies) and the projected number of users to be served by the proposed project upon completion.

Another illustration of the housing affordability challenges faced by residents in Lewis & Clark County is the large disparity between those applying for housing assistance in the form of Housing Choice Vouchers, and the total number being issued since 2016. This is shown in Figure 22.

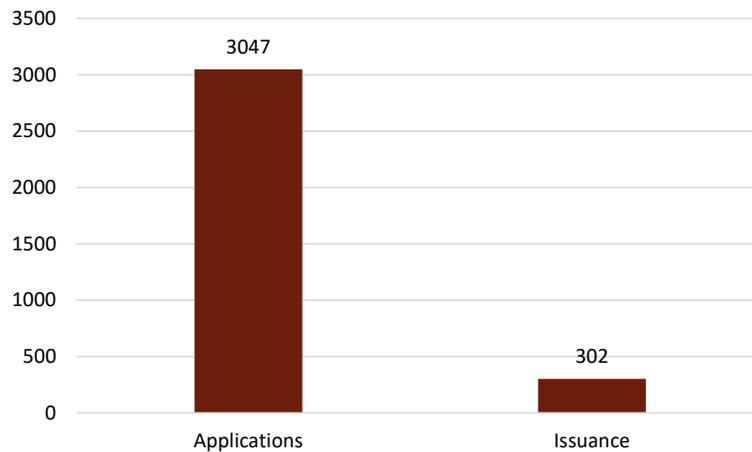


Figure 22: Helena Housing Choice Voucher Application and Issuance Since 2016. Source: MT Dept. of Commerce.

i. PROBLEM DEFINITION

i.A.

Describe and document the need for the project and the problems to be solved.

i.A.3. GROWTH

Describe the facility's capacity to meet projected growth needs from the completion of construction through the anticipated useful life of the building. Discuss any potential for future expansion, if applicable, or any consideration given to designing for phased construction or incremental expansion of the facility in the future. Provide both the number of current users served by the facility(ies) and the projected number of users to be served by the proposed project upon completion.

Area affordable housing partners report the following wait lists for housing and resources (these can include families as well as individuals):

450
families

024
families
24 women and 22 children

200
families



Helena Housing Authority (HHA) manages 366 housing units in Helena. Helena Housing Authority through Section 8 Housing and Vouchers. Although HHA is not a stakeholder in this report, they are a critical community partner providing affordable housing.

430
families

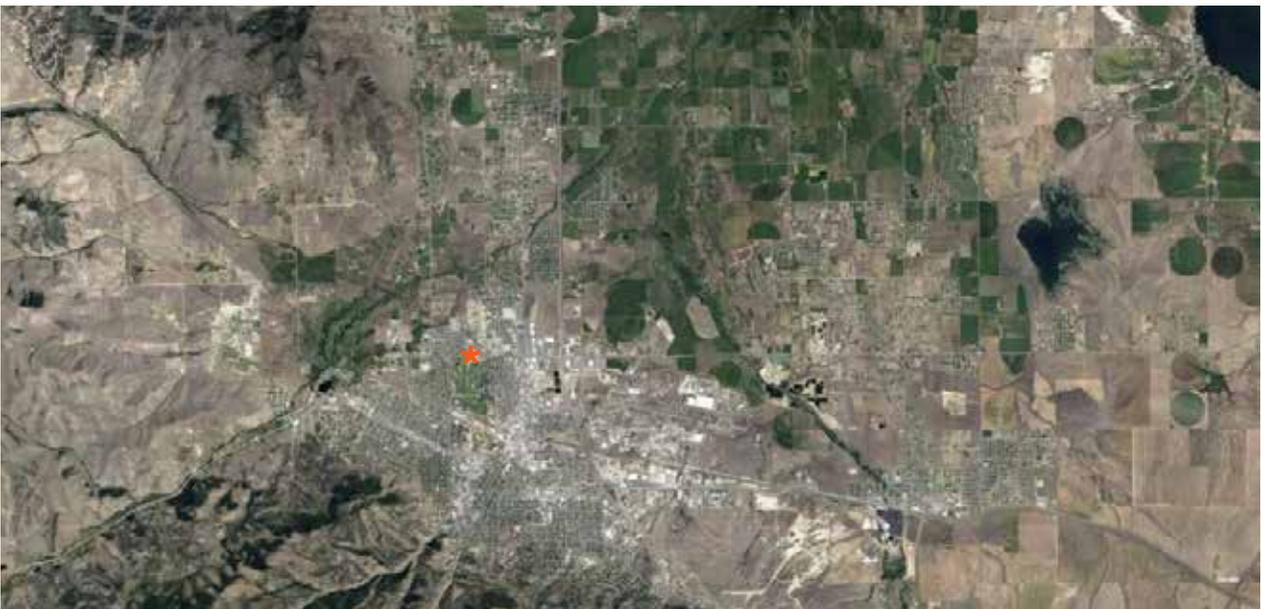
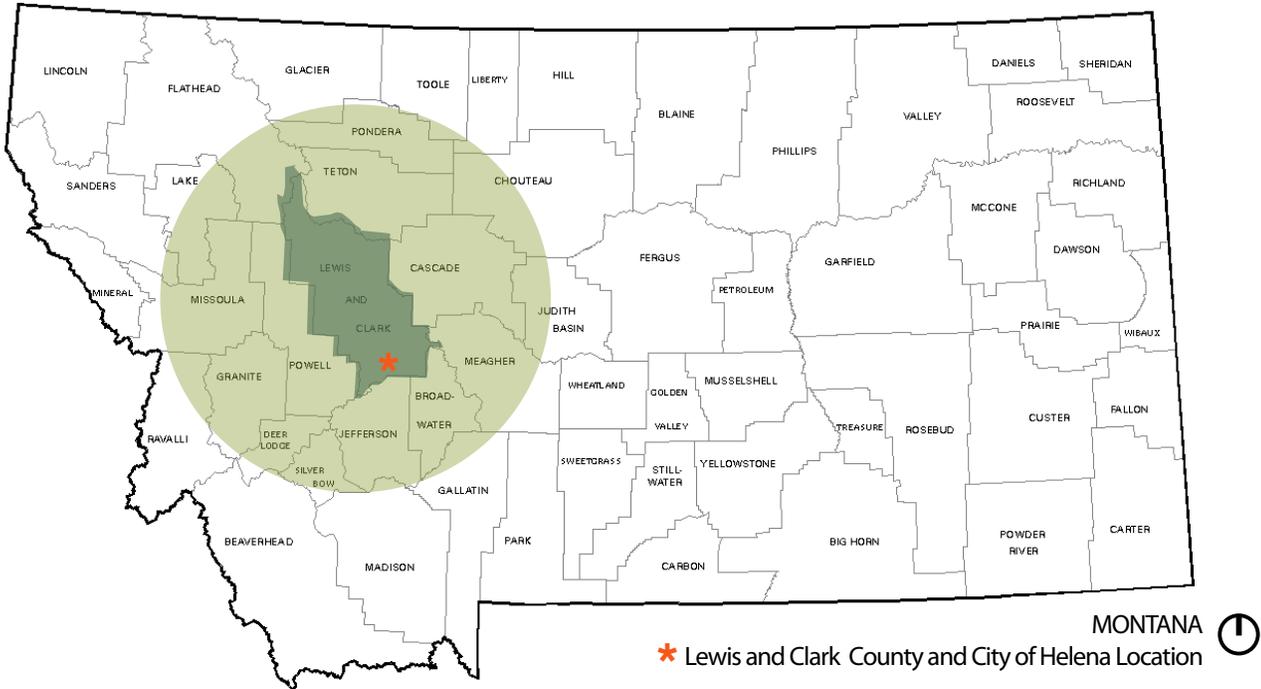
5 YEARS
as of 7/14/2021 to
get to top of list



Identify the planning and service area, including both the existing location and the potential, alternate locations of the facility. Using narrative and drawings, describe the planning and service area and alternate building(s) or sites under review or consideration. The description should include the following information:

i.B.1. LOCATION

Indicate legal and natural boundaries, major obstacles, environmental constraints, etc. using maps, photographs, and sketches of the planning area or alternative sites, as applicable.



HELENA, MT

i. PROBLEM DEFINITION

i.B.

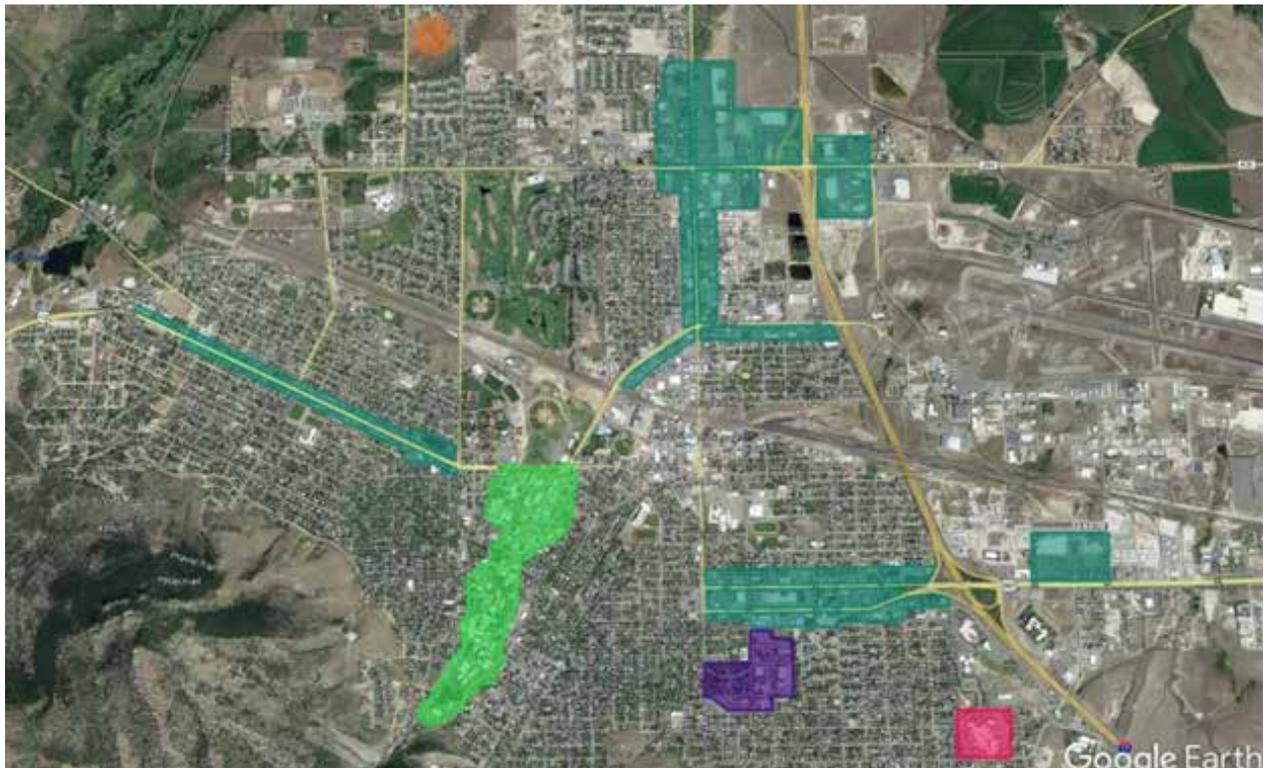
Describe and document the need for the project and the problems to be solved.

i.B.1. LOCATION

Indicate legal and natural boundaries, major obstacles, environmental constraints, etc. using maps, photographs, and sketches of the planning area or alternative sites, as applicable.

Because a partner to this study owns the land proposed for development, alternative locations were not considered as a part of this study. The subject property of Our Redeemers Lutheran Church is generally located in the northwestern corner of the City of Helena city limits between Green Meadow Drive and Benton Avenue and immediately south of the Stone Meadows subdivision. This area is predominately zoned for Residential Development and Public Lands & Institutions. The property is located approximately .5 mile north of Custer Avenue. Most of the area along North Benton has been developed for residential purposes since the early 2000s. The area sits approximately 1 mile from major retail developments along North Montana, but connector streets

make travel distance closer to 1.5 miles. The nearest grocery store is the Albertsons store on North Montana which is approximately 1.75 miles from the site. Custer Avenue is a major East - West connector artery through the northern edge of Helena, connecting the interstate to the county fairgrounds. It is currently traffic burdened and in the midst of study for upgrades but does include walking/biking paths along most of its length. The site sits 1/2-1 mile north of the municipal golf course and ballparks and approximately 3/4 mile from the nearest elementary school and high school. The site is approximately 2.25 miles north of downtown Helena and 1.5 miles north of Carroll College.



Helena Aerial Key

- Proposed Development Site at Our Redeemer's Lutheran Church
- Major Commercial Areas
- Downtown Helena
- Capitol Complex
- Hospital

i.B.1. LOCATION

Indicate legal and natural boundaries, major obstacles, environmental constraints, etc. using maps, photographs, and sketches of the planning area or alternative sites, as applicable.

This small-scale overview of Helena on the previous page shows the proposed lot for development in relationship to major commercial developments, the Capitol Complex, and the hospital. The land is owned by Our Redeemer’s Lutheran Church (ORLC). The property was vacant agricultural land prior to being purchased by the church in 2003 for the purpose of constructing a new church worship and ministry facility. The land was annexed into the City of Helena by Resolution No. 19791 on November 15, 2010. By 2012 ORLC had completed the construction of the church building on the northeast portion of the site and had moved from

their previous location on Stuart Street. In the years following the church’s purchase of the property, a great deal of neighborhood growth has occurred, such that the church is now surrounded by burgeoning neighborhoods both to its north and to its south providing a variety of housing stock from high-end single-family homes to multifamily rental units. All this new development along North Benton Ave. has been annexed into the city and is supported by City water and sewer services. At this point in time, the church lot is now positioned as an infill lot primed for residential use with sufficient water and sewer infrastructure available adjacent.



2006



2011



2014



Current

i. PROBLEM DEFINITION

Describe and document the need for the project and the problems to be solved.

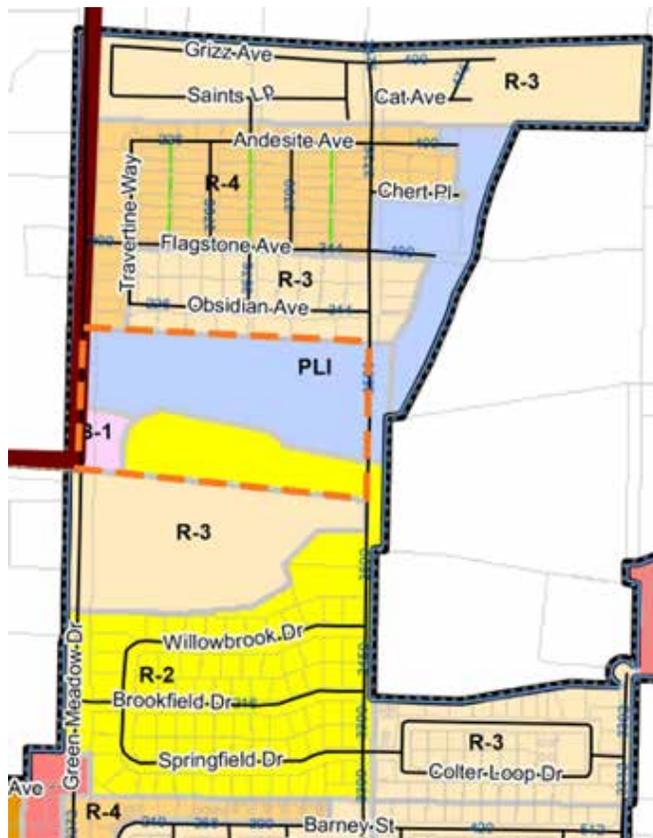
i.B.

i.B.1. LOCATION

Indicate legal and natural boundaries, major obstacles, environmental constraints, etc. using maps, photographs, and sketches of the planning area or alternative sites, as applicable.

Zoning

The site is currently zoned PLI where the church is, R-2 along the southern edge, and a small B-1 lot located at the intersection of Green Meadow Drive and the future Horseshoe Bend Road. Rezoning the housing portion of the lot to R-3 or R-4 would be required for the proposed housing development. R-3 would match the zoning to the south and north of the site, R-4 would match existing zoning along Green Meadow Drive and further north of the site.



Site Research

Research from the United States Department of Agriculture (USDA) and the Natural Resources Conservation Service (NRCS) websites show the subject property to be considered Prime farmland if irrigated with a soil classification of Meadowcreek-Fairway Complex, consisting of mostly silty loams, good for crops. Historically, the property was used for irrigated hay and pasture, although no irrigation facilities remain on the land and agricultural use has ended.

Riparian and wetland vegetation is present along the Crystal Springs Creek stream corridor. Any lands adjacent to the stream corridor requires a 200-foot setback from the stream for development (Helena City Code 12-4-11C). The riparian and vegetation wetland is approximately a 0.01-acre area associated with the perennially flowing Crystal Springs Creek and located between the existing culverts (North Benton Avenue and Horseshoe Bend Road). The wetland vegetation is primarily aquatic waterborne. The stream is approximately one-foot wide and less than one-foot deep. There is some wetland vegetation immediately adjacent to the flowing water as well. Helena city code does require a minimum of a 75-foot vegetative buffer zone (Helena City Code 12-4-11B).

According to the FEMA Flood Insurance Rate Map No. 30049C2306E & 30049C2143E, with an effective date of September 19, 2012, the site is located within Zone X, which are areas determined to be outside the 0.2% (500-year) annual chance floodplain.

A previous inquiry from the Montana Historical Preservation Office (SHPO) shows that based on the farming history of this site there is a low likelihood of cultural properties to be impacted and a recommendation for a cultural resources inventory would be unwarranted. Historically the project site has been used for agricultural purposes and more recently as open space with no tree coverage thus the site has low wildlife value, any development is not expected to have much impact upon wildlife in the area. The riparian corridor has and will continue to be used by small mammals (e.g. skunks, foxes) and deer and will remain as open space within the potential development.

Bisecting the property west to east is a 10-inch high-pressure gas main, which burial depth is 4 to 5 feet. The gas main is located in the middle of an existing 30-foot-wide no-build utility easement.

i.B.1. LOCATION

Indicate legal and natural boundaries, major obstacles, environmental constraints, etc. using maps, photographs, and sketches of the planning area or alternative sites, as applicable.

Area of Property Designated for Housing

This land planning effort kicked off with a Listening Session between the neighbors and the church congregation. The design team sought neighborhood feedback on possible future church missions as well as site amenities the neighborhood would be interested in seeing as a part of the development. Feedback was gathered using an online survey tool during the meeting. Of the possible future church mission developments presented, the neighbors reacted most positively to Preschool Expansion, Community Multipurpose Building, and Daycare. Site amenities of most interest to the neighborhood were creek access, playground, and trails.

Following the Listening Session, congregational members engaged in a series of three progressive meetings focused on evaluating future church missions and creating a campus master plan for high priority missions. The goal was to bring the congregation to a consensus decision on the amount of land to be retained for their own mission purposes and to provide some vision to the neighborhood and housing partners about the mission priorities of the church. Church mission development opportunities that ranked highest were preschool expansion, daycare, columbarium and memorial garden, outdoor worship space and community garden. Ultimately, the proposed campus boundary and master plan received congregational approval, for planning purposes, by majority vote and set the stage for planning housing on the remainder of the property. ORLC appears energized by the opportunity to support this new neighborhood with community-use spaces, community gardens, preschool services, and future visions of offering daycare services and supporting the partners through community service ministries. Of the original 18.4 acres, the church determined it would like to retain approximately 7.3 acres for their current and future missions. An additional 1.3 acres in the southeast corner of the site are undevelopable due to stream setbacks. Remaining is approximately 9.8 acres for housing.



i. PROBLEM DEFINITION**i.B.**

Describe and document the need for the project and the problems to be solved.

i.B.1. LOCATION

Indicate legal and natural boundaries, major obstacles, environmental constraints, etc. using maps, photographs, and sketches of the planning area or alternative sites, as applicable.

The church site master plan allows for future expansion of the sanctuary to the east side of the building, which had been conceived initially with the planning of the church building. Off the southeast corner of the building, the church envisions creating an outdoor amphitheater and worship space which could be used for summer worship, youth activities, and community events. South of the amphitheater, the church would like to install an area of columbarium and memorial gardens where loved ones' remains could be interred or spread. The orientation of the existing church building, and the amphitheater area are directed toward Mt. Helena. To the west of the church building, ORLC envisions buildings which would accommodate an expansion of their existing preschool as well as provide an opportunity to find a partnering organization to run a daycare. Both functions could utilize the existing parking areas provided for the church building since the peak usages of the parking do not coincide.

Lastly, discussions held during congregational planning sessions led to the idea of creating something at the border of the church property which could be a place of interaction and engagement with the neighborhood. A playground and some sort of small gathering place are shown on the plan as placeholders while ideas simmer around what this might become. Thoughts shared during the meetings included a picnic pavilion, a non-profit coffee shop, a place for recovery groups to meet, a place to host community classes or engage in creative arts activities, and a place for social justice groups to meet. On the site plan, this idea is simply called "The Hub".

i.B.1. LOCATION

Indicate legal and natural boundaries, major obstacles, environmental constraints, etc. using maps, photographs, and sketches of the planning area or alternative sites, as applicable.

The following is the location of the site - Our Redeemer’s Lutheran Church (outlined in blue).

Our Redeemer’s Lutheran Church Study Property

Location Description: 3580 N Benton Ave, Helena, MT 59602-7413

Legal Description: S18, T10 N, R04 W, C.O.S. 3189453, LOT 6A, IN SE4NE4 OUR REDEEMERS CHURCH CONDO MASTER

Total Land Area: 18.470 acres, including existing church building and parking.



HELENA, MT 

i. PROBLEM DEFINITION

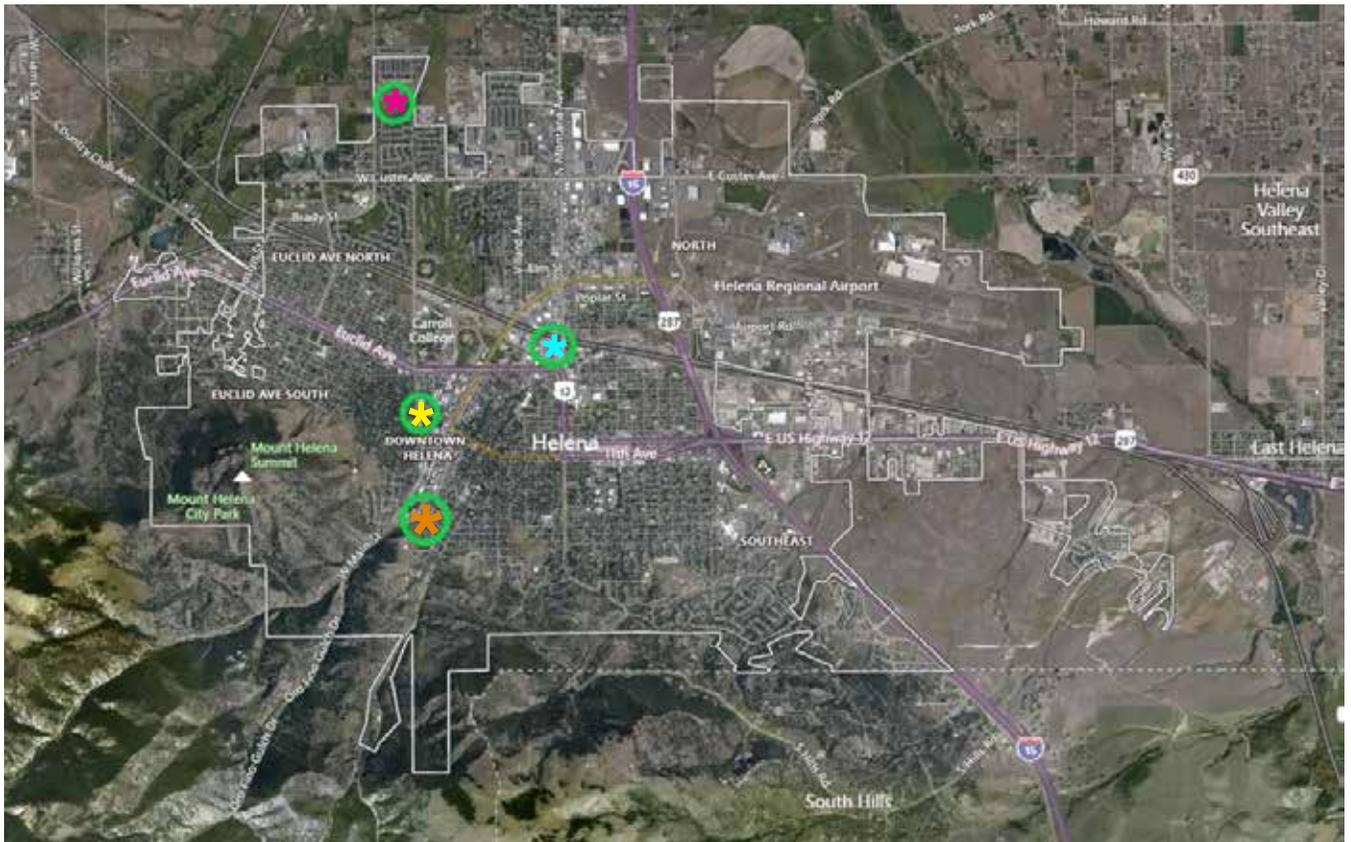
Describe and document the need for the project and the problems to be solved.

i.B.

i.B.1. LOCATION

Indicate legal and natural boundaries, major obstacles, environmental constraints, etc. using maps, photographs, and sketches of the planning area or alternative sites, as applicable.

The following map shows the locations of the Our Redeemer's Lutheran Church (ORLC) site as well as affordable housing community partners Rocky Mountain Development Council (RMDC), YWCA of Helena, and Habitat for Humanity in the city of Helena (city limits are outlined in white).



- ★ Rocky Mountain Development Council
- ★ YWCA of Helena
- ★ Habitat for Humanity
- ★ ORLC

HELENA, MT 

i.B.2. GROWTH AREAS AND PROJECTED POPULATION TRENDS

Provide information on the location and significance of important land resources (farmland, range land, forest land, wetlands, and 100 year floodplains, including stream crossings), historic sites, endangered species or critical habitats, etc, using maps, photographs, studies and narrative, as applicable.

Helena is the capital city of the U.S. state of Montana and the county seat of Lewis and Clark County. It was founded as a gold camp during the Montana gold rush, and was established in 1864. Over \$3.6 billion of gold was extracted in the city limits over a duration of two decades, making it one of the wealthiest cities in the United States by the late nineteenth century. The concentration of wealth contributed to the city's prominent, elaborate Victorian architecture.

The 2010 census put the population of Helena at 28,190 and the Lewis and Clark County population at 63,395. Helena is the principal city of the Helena Micropolitan Statistical Area, which includes all of Lewis and Clark and Jefferson counties; its population is 77,414 according to the 2015 Census Estimate.

The Helena area was long used by various indigenous peoples. Evidence from the McHaffie and Indian Creek sites on opposite sides of the Elkhorn Mountains southeast of the Helena Valley show that people of the Folsom culture lived in the area more than 10,000 years ago. Before the introduction of the horse some 300 years ago, and since, other native peoples, including the Salish and the Blackfeet, utilized the area seasonally on their nomadic rounds.

By the early 1800s people of European descent from the United States and British Canada began arriving to work the streams of the Missouri River watershed looking for fur-bearing animals like the beaver, undoubtedly bringing them through the area now known as the Helena Valley. Yet like the native peoples none of them stayed for long. Miners prospected far and wide for new placer gold discoveries. On July 14, 1864, the discovery of gold by a prospecting party referred to as the "Four Georgians", in a gulch off the Prickly Pear Creek led to the founding of a mining camp along a small creek in the area they called Last Chance Gulch. The original camp was named "Last Chance" by the Four Georgians. By fall, the population had grown to over 200, and some thought the name "Last Chance" was too crass. On October 30, 1864, a group of at least seven self-appointed men met to name the town, authorize the layout of the streets, and elect commissioners. The first suggestion was "Tomah," a word the committee thought had connections to the local Indian people. Other nominations included Pumpkinville and Squashtown (as the meeting was held the day before Halloween). Other suggestions were to name the community after various Minnesota towns, such as Winona and

Rochester, as a number of settlers had come from Minnesota. Finally, a Scotsman named John Summerville proposed Helena, which he pronounced in honor of Helena Township, Scott County, Minnesota. This immediately caused an uproar from the former Confederates in the room, who insisted upon the pronunciation after Helena, Arkansas, a town on the Mississippi River. While the name "Helena" won, the pronunciation varied until approximately 1882 when the pronunciation became dominant and has remained so to the present. Later tales of the naming of Helena claimed the name came variously from the island of St. Helena, where Napoleon had been exiled, or was that of a miner's sweetheart. The townsite was first surveyed in 1865 by Captain John Wood. However, many of the original streets followed the chaotic paths of the miners, going around claims and following the winding gulch. As a result, few city blocks are consistent in size; rather they have an irregular variety of shapes and sizes.

In 1870, Henry D. Washburn, having been appointed Surveyor General of Montana in 1869, organized the Washburn-Langford-Doane Expedition in Helena to explore the regions that would become Yellowstone National Park. Mount Washburn, located within the park, is named for him. Members of the expedition included Helena residents: Truman C. Everts - former U.S. Assessor for the Montana Territory, Judge Cornelius Hedges - U.S. Attorney, Montana Territory, Samuel T. Hauser - President of the First National Bank, Helena, Montana; later a Governor of the Montana Territory, Warren C. Gillette - Helena merchant, Benjamin C. Stickney Jr. - Helena merchant, Walter Trumbull - son of U.S. Senator Lyman Trumbull (Illinois) and Nathaniel P. Langford, then former U.S. Collector of Internal Revenue for Montana Territory. Langford helped Washburn organize the expedition and later helped publicize the remarkable Yellowstone region. In May 1872 after the park was established, Langford was appointed by the Department of Interior as its first superintendent.

Surrounding features include the Continental Divide, Mount Helena City Park, Spring Meadow Lake State Park, Lake Helena, Helena National Forest, the Big Belt Mountains, the Gates of the Mountains Wilderness, Sleeping Giant Wilderness Study Area, Bob Marshall Wilderness, Scapegoat Wilderness, the Missouri River, Canyon Ferry Lake, Holter Lake, Hauser Lake, and the Elkhorn Mountains.

https://en.wikipedia.org/wiki/Helena,_Montana

i. PROBLEM DEFINITION

i.B.

Describe and document the need for the project and the problems to be solved.

i.B.2. GROWTH AREAS AND PROJECTED POPULATION TRENDS

Provide information on the location and significance of important land resources (farmland, range land, forest land, wetlands, and 100 year floodplains, including stream crossings), historic sites, endangered species or critical habitats, etc, using maps, photographs, studies and narrative, as applicable.

Population Trends

The City of Helena reported to have a population of 31,401 from the 2020 Census and is projected to grow to 32,698 by 2025. The State of Montana is projected to grow 14% from 2000-2030, reaching 1.16 million by 2030. It is estimated that by this time, Montana will have more people over the age of 65 than under the age of 18, with 25% of its overall population aged 65 and older. The population of Lewis and Clark County makes up 6.55% of overall population of the state.

The pandemic prompted a vast migration in this country, generally out of dense urban areas and into more rural areas of the country as workers discovered that they could work from anywhere and rural areas provided comparatively attractive housing costs and

lifestyle advantages. The small towns and mid-sized cities in the Rocky Mountain region have seen much of the influx of this migration, creating higher demand for housing, and exacerbating the imbalance between housing costs and income levels. Rising housing prices also prompted speculative housing purchases by those simply buying less expensive properties with the intent of reselling when property values would rise, further exaggerating the crisis.

Housing Price Trends

Lewis and Clark County home prices surged in 2021 while days on market plummeted. Even though new housing starts in the county are strong, the county at-large is still overcoming a decade-long growing deficit. The demand for more affordable housing units is projected to persist.

Home Prices Surged in 2021

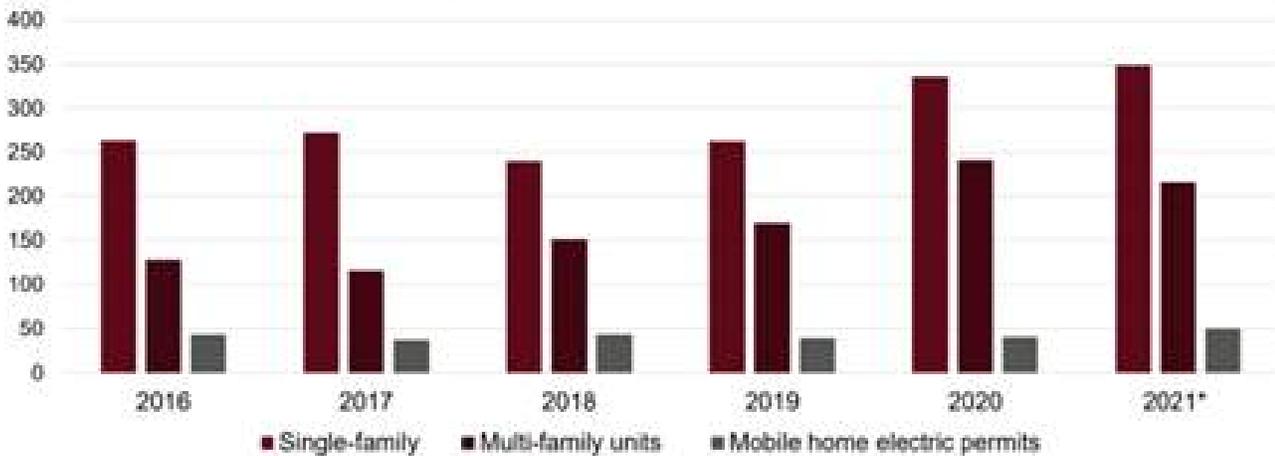
Lewis & Clark County Market Statistics for Single Family Homes



i.B.2. GROWTH AREAS AND PROJECTED POPULATION TRENDS

Provide information on the location and significance of important land resources (farmland, range land, forest land, wetlands, and 100 year floodplains, including stream crossings), historic sites, endangered species or critical habitats, etc, using maps, photographs, studies and narrative, as applicable.

Building Was Strong in 2021 Housing Starts, Lewis and Clark County



*2021 data include starts through November only
Source: U.S. Census Bureau and Montana Dept. of Labor and Industry

From the Bureau of Business and Economic Research, University of Montana

Affordable Housing Demand

Just in the amount of time it has taken to complete this study and write the report (10 months), all three of the housing partners to this study have seen substantial increases in their wait lists for housing. Rocky Mountain Development Council’s wait list has grown from 450 people to over 900 and Helena Area Habitat for Humanity’s list has grown from 200 families to over 250 families (700+ residents). The YWCA reported that homelessness has increased 150% in the last 18-month period. YWCA reports the primary obstacle to their ability to address their wait list is the inability to move women into safe and affordable housing, noting the typical wait for subsidized housing now exceeds a 24-month waiting period.

While not directly a partner to this project, the Helena Housing Authority (HHA) who manages 366 housing units in Helena through Section 8 Housing and Housing Vouchers has 430 families on their wait list with an estimated wait time of 5 years to get to the top of the list.

The speed of implementation of the project may be hindered by funding and materials and labor shortages, but not due to applicability or need. If 100+ units appeared on this site tomorrow, the housing partners involved in this study would have no trouble providing immediate lease-up or sale to qualified families in need. The challenges to this project are not in establishing need or supporting growth, but in timely implementation to provide the most immediate impact to those in current need.

i. PROBLEM DEFINITION

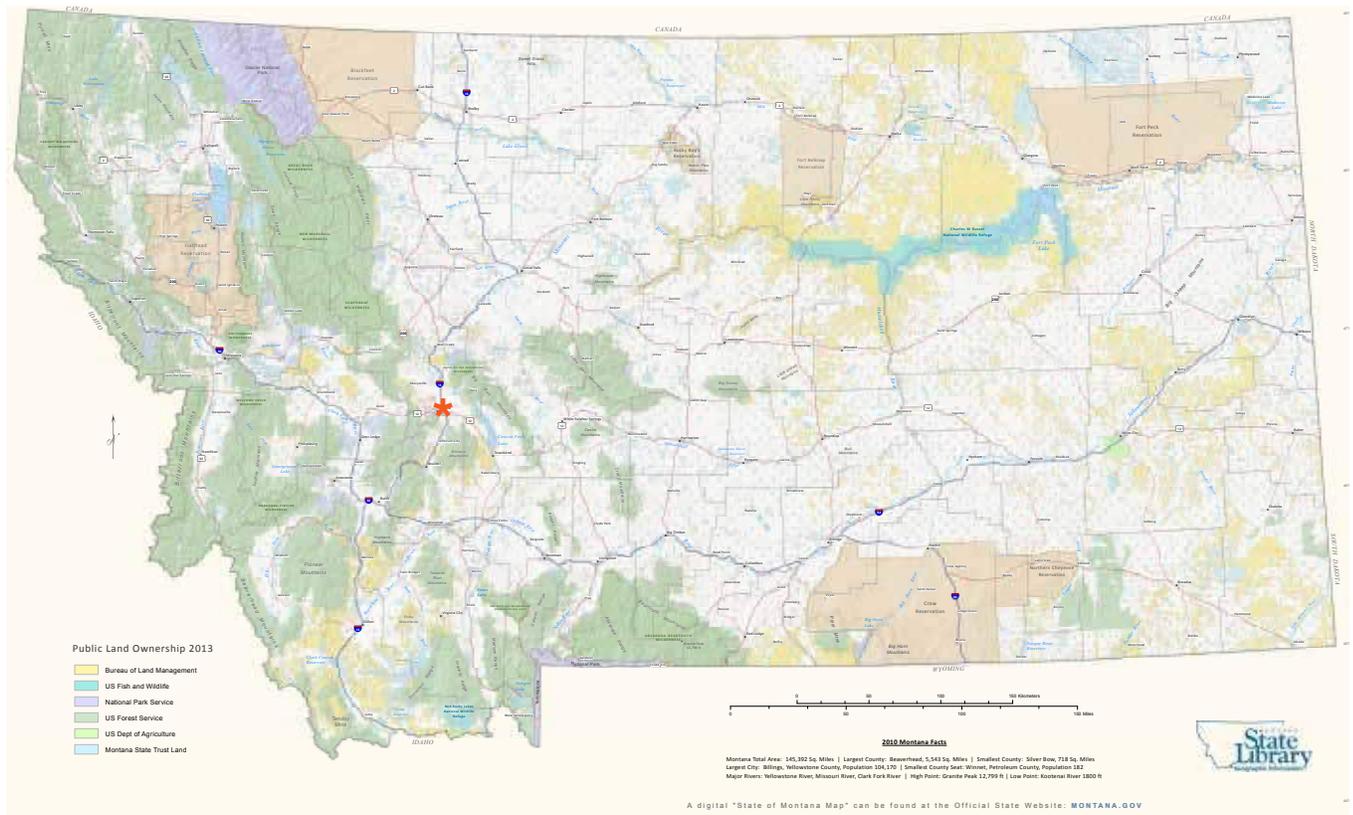
i.B.

Describe and document the need for the project and the problems to be solved.

i.B.2. GROWTH AREAS AND PROJECTED POPULATION TRENDS

Provide information on the location and significance of important land resources (farmland, range land, forestland, wetlands, and 100 year floodplains, including stream crossings), historic sites, endangered species or critical habitats, etc., using maps, photographs, studies and narrative, as applicable.

The following pages include land resources information surrounding the ORLC site. Below is information regarding public land ownership in Montana.



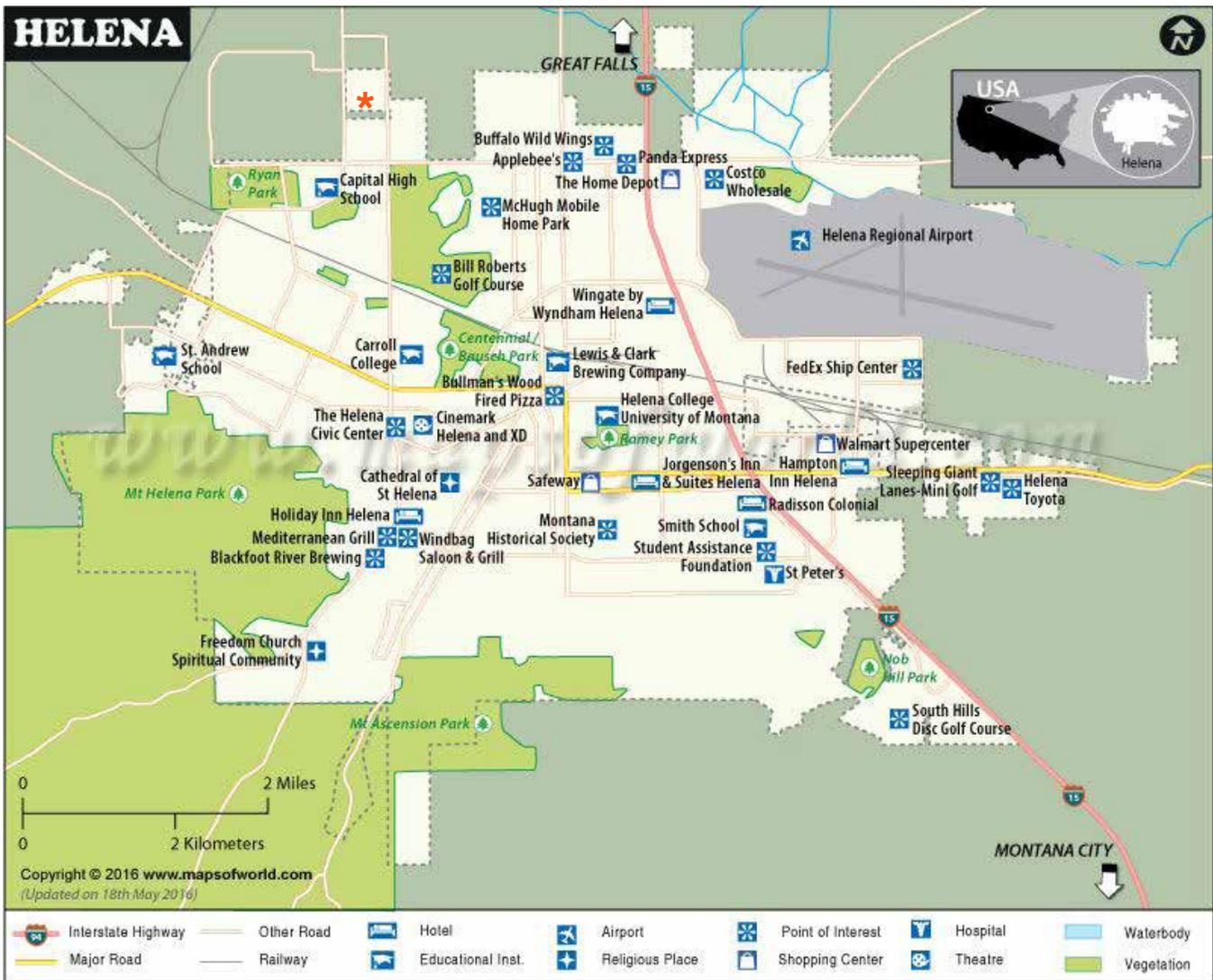
MONTANA

★ Lewis and Clark County and City of Helena Location

i.B.2. GROWTH AREAS AND PROJECTED POPULATION TRENDS

Provide information on the location and significance of important land resources (farmland, range land, forestland, wetlands, and 100 year floodplains, including stream crossings), historic sites, endangered species or critical habitats, etc., using maps, photographs, studies and narrative, as applicable.

Some of Helena’s areas, schools, and businesses are indicated in the map below.



* Site location within the City of Helena, Montana

Reference: <http://svc.mt.gov/msl/mtcadastral/>

i. PROBLEM DEFINITION

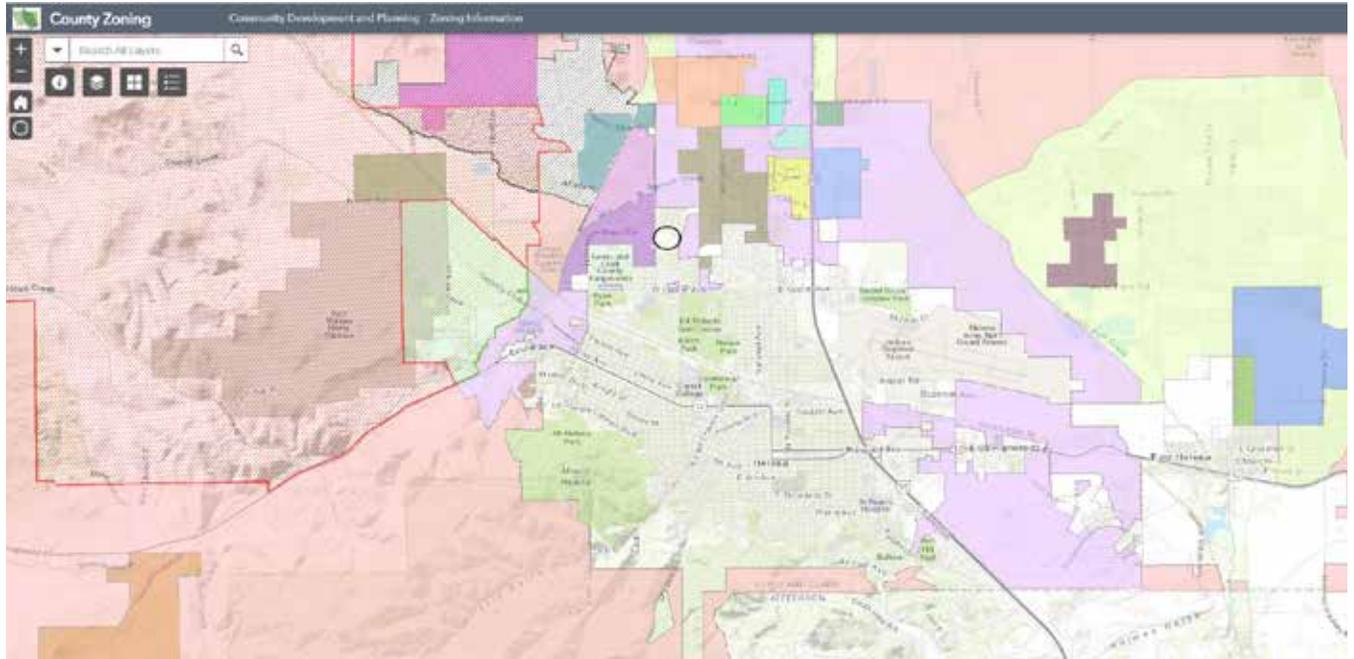
i.B.

Describe and document the need for the project and the problems to be solved.

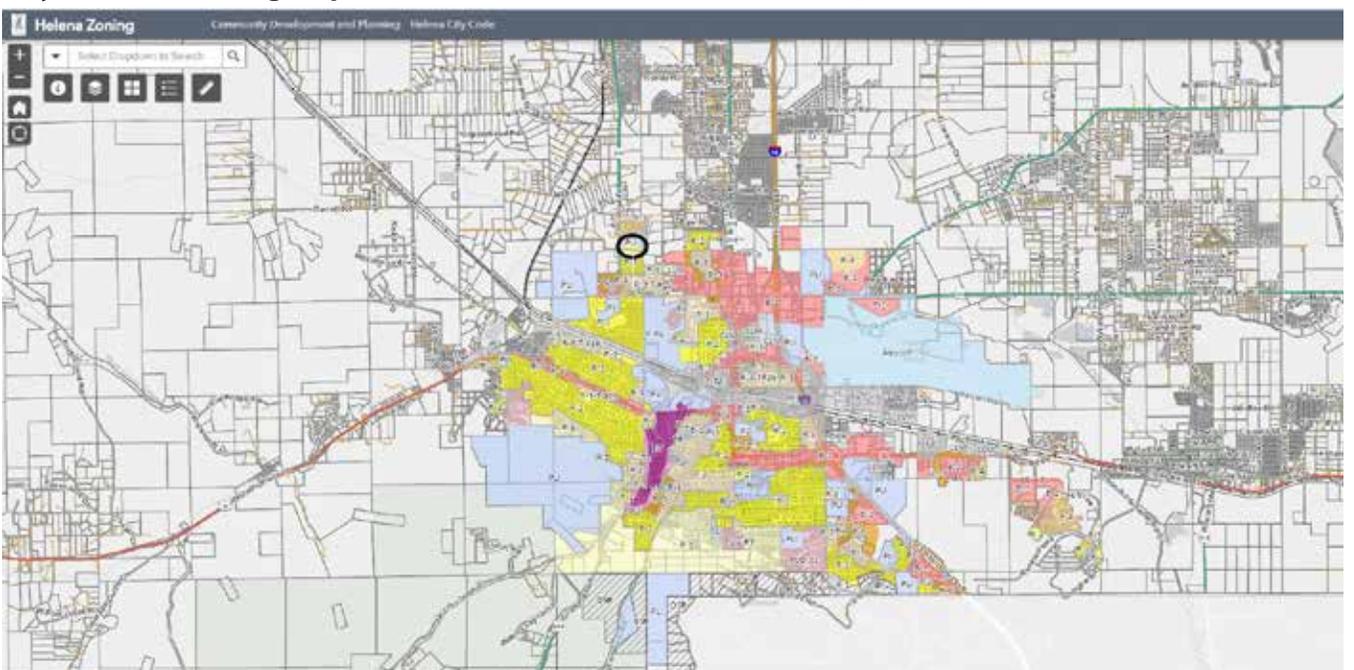
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Provide information on the location and significance of important land resources (farmland, range land, forestland, wetlands, and 100 year floodplains, including stream crossings), historic sites, endangered species or critical habitats, etc., using maps, photographs, studies and narrative, as applicable.

Lewis and Clark County Zoning Map - Within City Limits



City of Helena Zoning Map - Public Lands and Institutions District (Zone PLI)



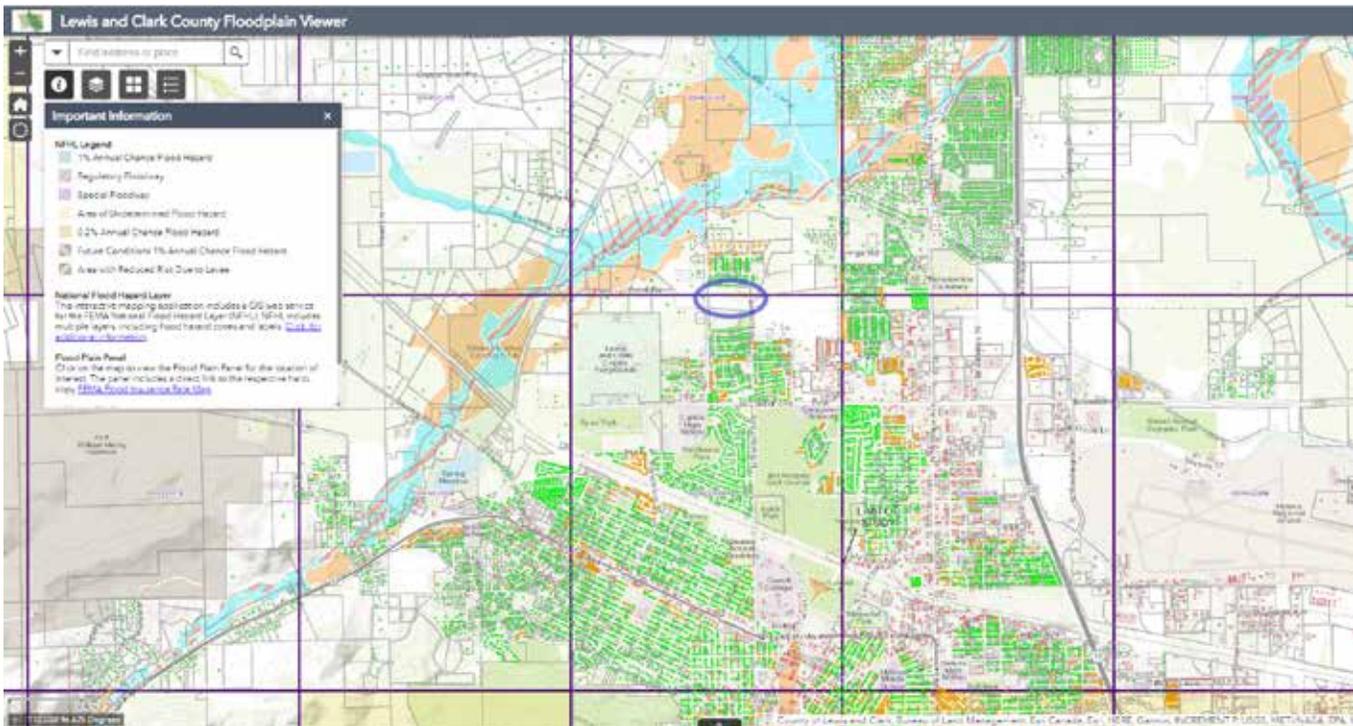
References: <https://helenamtmaps.maps.arcgis.com/apps/> and <https://helenamtmaps.maps.arcgis.com/apps/webappviewer/index.html?id=f825dede730243bf8a622f7e2b814d4d>

i.B.2. GROWTH AREAS AND PROJECTED POPULATION TRENDS

Provide information on the location and significance of important land resources (farmland, range land, forestland, wetlands, and 100 year floodplains, including stream crossings), historic sites, endangered species or critical habitats, etc., using maps, photographs, studies and narrative, as applicable.

Lewis and Clark County Floodplain information

Our Redeemer’s parcel at 3580 N Benton Ave is in an area of minimal flood hazard. (Zone X (unshaded), C (low-risk zones), which is defined as an area of minimal flood hazard that is determined to be outside the Special Flood Hazard Area and higher than the elevation of the 0.2-percent-annual-chance (or 500-year) flood. There is a larger map depicted in the appendix.



Reference: <https://floodpartners.com/flood-zones>

i. PROBLEM DEFINITION

i.B.

Describe and document the need for the project and the problems to be solved.

i.B.2. GROWTH AREAS AND PROJECTED POPULATION TRENDS

Provide information on the location and significance of important land resources (farmland, range land, forestland, wetlands, and 100 year floodplains, including stream crossings), historic sites, endangered species or critical habitats, etc., using maps, photographs, studies and narrative, as applicable.

The image below conveys some of the surrounding environment at the ORLC site. Adjacent wetlands are protected and have an easement on the southeast end of the site.



from ORLC

i.B.2. GROWTH AREAS AND PROJECTED POPULATION TRENDS

Provide information on the location and significance of important land resources (farmland, range land, forestland, wetlands, and 100 year floodplains, including stream crossings), historic sites, endangered species or critical habitats, etc., using maps, photographs, studies and narrative, as applicable.

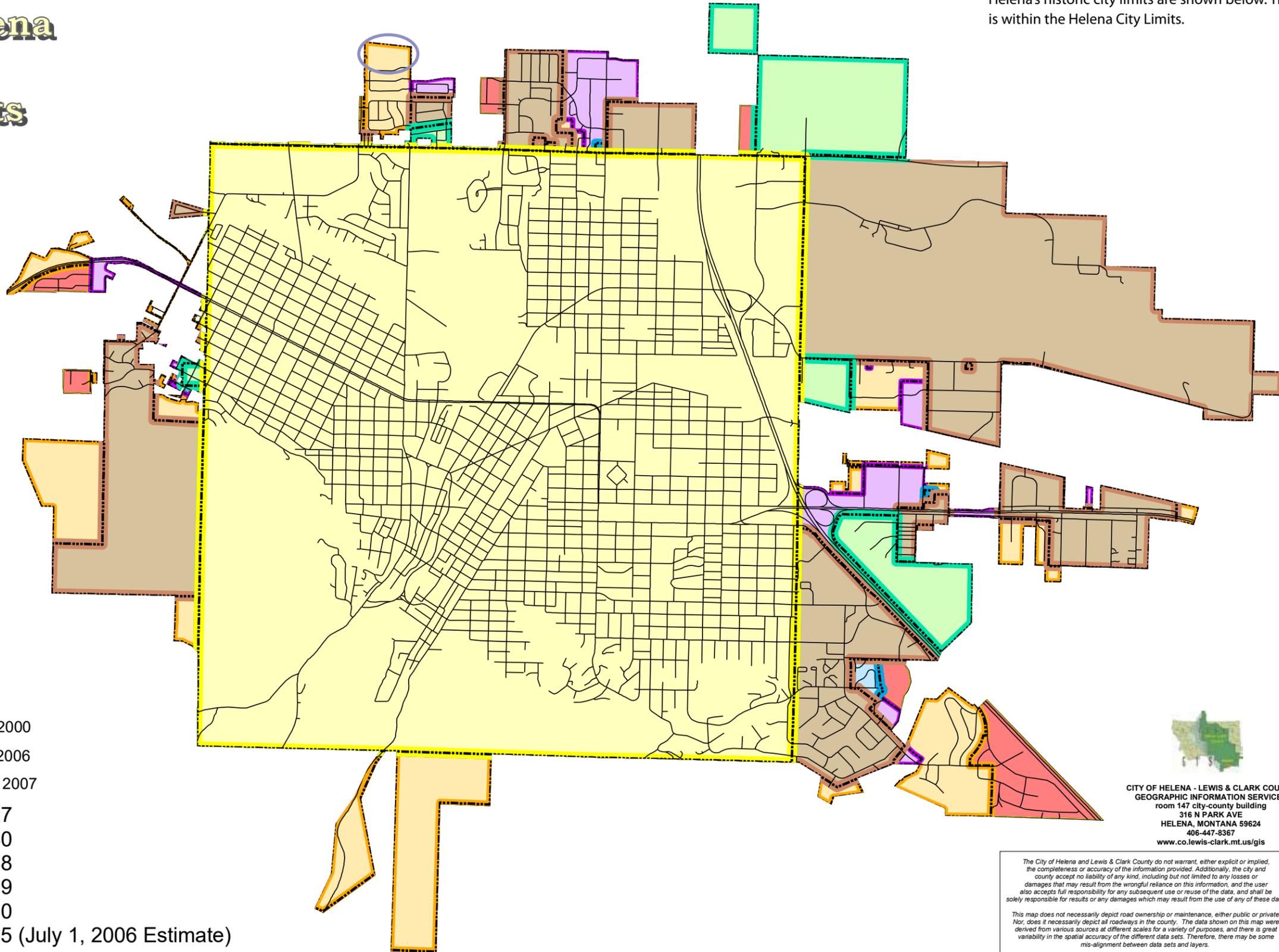
**City of Helena
Historic
City Limits**

Helena's historic city limits are shown below. The ORLC property is within the Helena City Limits.

Helena City Limits

-  Helena City Limit 1960
-  HelenaCityLimit1970
-  HelenaCityLimit1980
-  HelenaCityLimit1990
-  Helena City Limits - 5/25/2000
-  Helena City Limits - Jan. 2006
-  Helena City Limits - Sept. 2007

- 1960 - Population: 20,227
- 1970 - Population: 22,730
- 1980 - Population: 23,938
- 1990 - Population: 24,609
- 2000 - Population: 25,780
- 2006 - Population: 27,885 (July 1, 2006 Estimate)



CITY OF HELENA - LEWIS & CLARK COUNTY
GEOGRAPHIC INFORMATION SERVICES
room 147 city-county building
316 N PARK AVE
HELENA, MONTANA 59624
406-447-8367
www.co.lewis-clark.mt.us/gis

The City of Helena and Lewis & Clark County do not warrant, either explicit or implied, the completeness or accuracy of the information provided. Additionally, the city and county accept no liability of any kind, including but not limited to any losses or damages that may result from the wrongful reliance on this information, and the user also accepts full responsibility for any subsequent use or reuse of the data, and shall be solely responsible for results or any damages which may result from the use of any of these data.

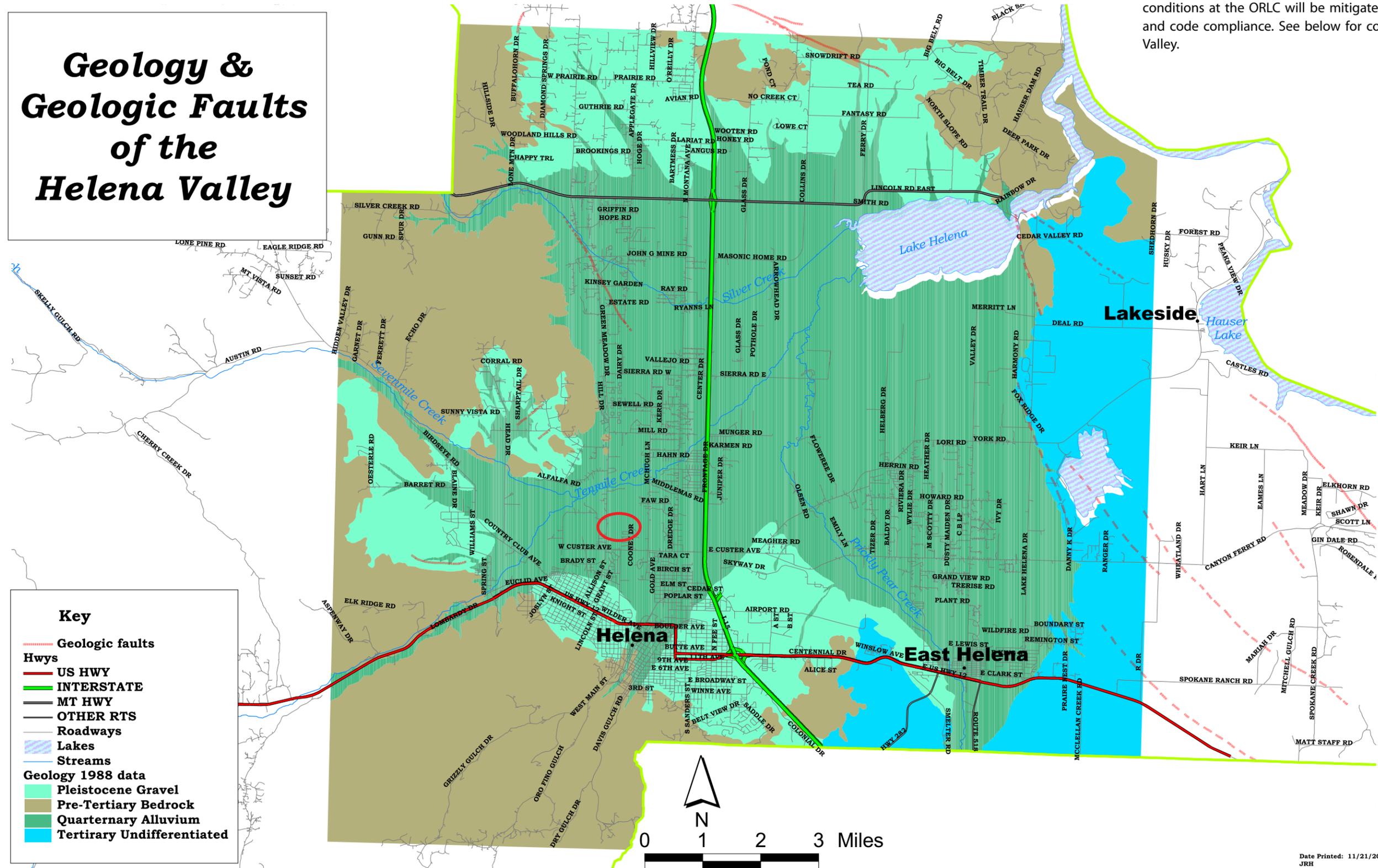
This map does not necessarily depict road ownership or maintenance, either public or private. Nor, does it necessarily depict all roadways in the county. The data shown on this map were derived from various sources at different scales for a variety of purposes, and there is great variability in the spatial accuracy of the different data sets. Therefore, there may be some mis-alignment between data sets and layers.

i.B.2. GROWTH AREAS AND PROJECTED POPULATION TRENDS

Provide information on the location and significance of important land resources (farmland, range land, forestland, wetlands, and 100 year floodplains, including stream crossings), historic sites, endangered species or critical habitats, etc., using maps, photographs, studies and narrative, as applicable.

Any design considerations needed to account for geologic conditions at the ORLC will be mitigated through engineering and code compliance. See below for conditions of the Helena Valley.

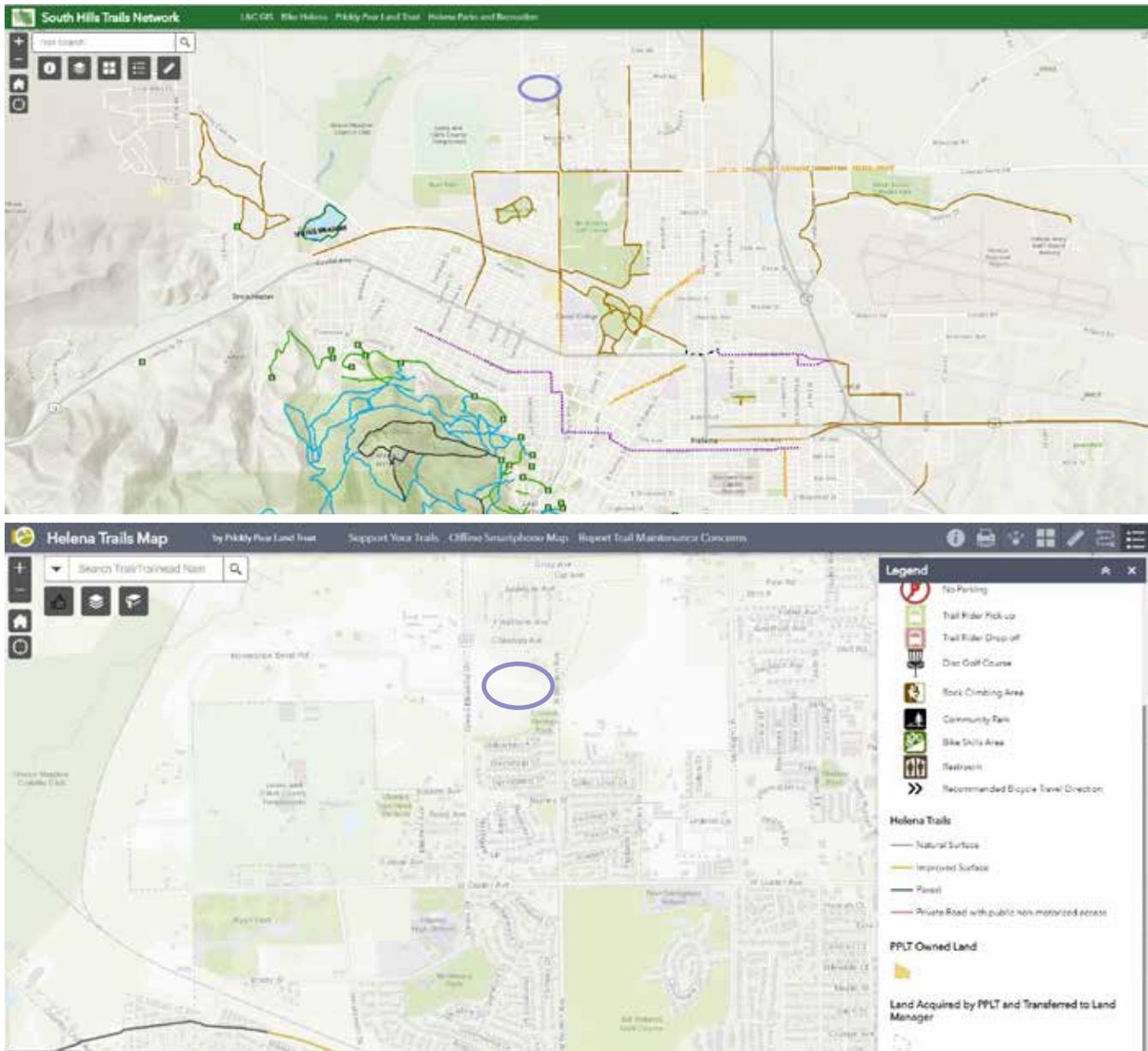
Geology & Geologic Faults of the Helena Valley



i.B.2. GROWTH AREAS AND PROJECTED POPULATION TRENDS

Provide information on the location and significance of important land resources (farmland, range land, forestland, wetlands, and 100 year floodplains, including stream crossings), historic sites, endangered species or critical habitats, etc., using maps, photographs, studies and narrative, as applicable.

The Our Redeemer’s property is located near trails in Helena. Many trails are in the process of being expanded and the property itself has several easements that would lend to creating a trail system or connections. Pedestrian connection to the property is important to build community and reduce reliance on the need for car ownership. Several properties surrounding Our Redeemer’s have already been placed into the care of Prickly Pear Land Trust, an entity that manages some of the trails and open land in Helena.



Property connections to Prickly Pear Land Trust land

i. PROBLEM DEFINITION

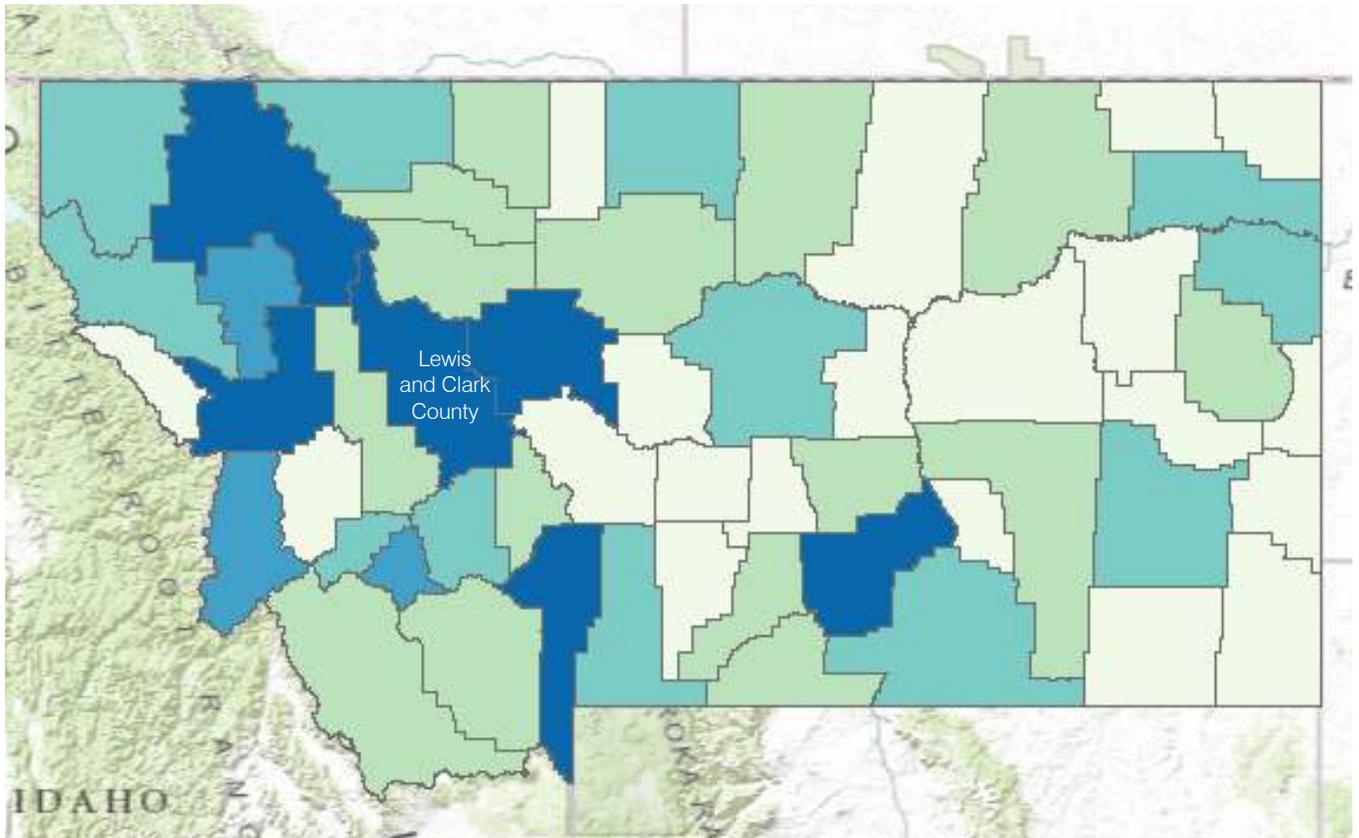
Describe and document the need for the project and the problems to be solved.

i.B.

i.B.2. GROWTH AREAS AND PROJECTED POPULATION TRENDS

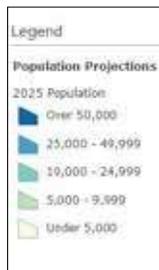
Provide information on the location and significance of important land resources (farmland, range land, forestland, wetlands, and 100 year floodplains, including stream crossings), historic sites, endangered species or critical habitats, etc., using maps, photographs, studies and narrative, as applicable.

As part of the background study for this preliminary architectural report, county population projections (see below) are critical to understanding the amount of affordable housing needed, and how it will continue to increase as the population of Montana and Lewis and Clark County is projected to increase.



County Population Projections - 2025

County Population Projections 2014 - 2060



i.B.2. GROWTH AREAS AND PROJECTED POPULATION TRENDS

Provide information on the location and significance of important land resources (farmland, range land, forestland, wetlands, and 100 year floodplains, including stream crossings), historic sites, endangered species or critical habitats, etc., using maps, photographs, studies

United States Census Bureau	
QuickFacts Lewis and Clark County, Montana	
QuickFacts provides statistics for all states and counties, and for cities and towns with a population of 5,000 or more.	
Table	
All Topics	Lewis and Clark County, Montana
Population estimates, July 1, 2019, (V2019)	69,432
PEOPLE	
Population	
Population estimates, July 1, 2019, (V2019)	69,432
Population estimates base, April 1, 2010, (V2019)	63,384
Population, percent change - April 1, 2010 (estimates base) to July 1, 2019, (V2019)	9.5%
Population, Census, April 1, 2020	70,973
Population, Census, April 1, 2010	63,385
Age and Sex	
Persons under 5 years, percent	▲ 5.6%
Persons under 18 years, percent	▲ 21.3%
Persons 65 years and over, percent	▲ 19.4%
Female persons, percent	▲ 50.5%
Race and Hispanic Origin	
White alone, percent	▲ 93.8%
Black or African American alone, percent (a)	▲ 0.5%
American Indian and Alaska Native alone, percent (a)	▲ 2.3%
Asian alone, percent (a)	▲ 0.7%
Native Hawaiian and Other Pacific Islander alone, percent (a)	▲ 0.1%
Two or More Races, percent	▲ 2.7%
Hispanic or Latino, percent (b)	▲ 3.4%
White alone, not Hispanic or Latino, percent	▲ 91.0%
Population Characteristics	
Veterans, 2015-2019	6,385
Foreign born persons, percent, 2015-2019	1.2%
Housing	
Housing units, July 1, 2019, (V2019)	31,943
Owner-occupied housing unit rate, 2015-2019	69.4%
Median value of owner-occupied housing units, 2015-2019	\$243,000
Median selected monthly owner costs -with a mortgage, 2015-2019	\$1,469
Median selected monthly owner costs -without a mortgage, 2015-2019	\$473
Median gross rent, 2015-2019	\$833
Building permits, 2020	250
Families & Living Arrangements	
Households, 2015-2019	27,993
Persons per household, 2015-2019	2.37
Living in same house 1 year ago, percent of persons age 1 years+, 2015-2019	62.5%
Language other than English spoken at home, percent of persons age 5 years+, 2015-2019	2.7%
Computer and Internet Use	
Households with a computer, percent, 2015-2019	90.5%
Households with a broadband Internet subscription, percent, 2015-2019	62.6%
Education	
High school graduate or higher, percent of persons age 25 years+, 2015-2019	95.6%
Bachelor's degree or higher, percent of persons age 25 years+, 2015-2019	40.1%
Health	
With a disability, under age 65 years, percent, 2015-2019	9.9%
Persons without health insurance, under age 65 years, percent	▲ 7.9%
Economy	
In civilian labor force, total, percent of population age 16 years+, 2015-2019	66.7%
In civilian labor force, female, percent of population age 16 years+, 2015-2019	62.8%
Total accommodation and food services sales, 2012 (\$1,000) (c)	142,037
Total health care and social assistance receipts/revenue, 2012 (\$1,000) (c)	516,003

i. PROBLEM DEFINITION

Describe and document the need for the project and the problems to be solved.

i.B.

i.B.2. GROWTH AREAS AND PROJECTED POPULATION TRENDS

Provide information on the location and significance of important land resources (farmland, range land, forestland, wetlands, and 100 year floodplains, including stream crossings), historic sites, endangered species or critical habitats, etc., using maps, photographs, studies and narrative, as applicable.

Total manufacturers shipments, 2012 (\$1,000) (c)	D
Total retail sales, 2012 (\$1,000) (c)	998,616
Total retail sales per capita, 2012 (c)	\$15,393
Transportation	
Mean travel time to work (minutes), workers age 16 years+, 2015-2019	16.8
Income & Poverty	
Median household income (in 2019 dollars), 2015-2019	\$65,791
Per capita income in past 12 months (in 2019 dollars), 2015-2019	\$34,504
Persons in poverty, percent	▲ 9.4%
BUSINESSES	
Businesses	
Total employer establishments, 2019	2,395
Total employment, 2019	25,671
Total annual payroll, 2019 (\$1,000)	1,098,492
Total employment, percent change, 2018-2019	0.2%
Total nonemployer establishments, 2018	5,758
All firms, 2012	6,954
Men-owned firms, 2012	3,321
Women-owned firms, 2012	2,349
Minority-owned firms, 2012	351
Nonminority-owned firms, 2012	6,261
Veteran-owned firms, 2012	754
Nonveteran-owned firms, 2012	5,597
GEOGRAPHY	
Geography	

About datasets used in this table

Value Notes

▲ Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info ⓘ icon to the row in TABLE view to learn about sampling error.

The vintage year (e.g., V2019) refers to the final year of the series (2010 thru 2019). *Different vintage years of estimates are not comparable.*

Fact Notes

- (a) Includes persons reporting only one race
- (c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data
- (b) Hispanics may be of any race, so also are included in applicable race categories

Value Flags

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper int open ended distribution.
- F Fewer than 25 firms
- D Suppressed to avoid disclosure of confidential information
- N Data for this geographic area cannot be displayed because the number of sample cases is too small.
- FN Footnote on this item in place of data
- X Not applicable
- S Suppressed; does not meet publication standards
- NA Not available
- Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and F Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

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Reference: <https://www.census.gov/quickfacts/fact/table/lewisandclarkcountymontana/PST045219>

i.C.1. HISTORY - PRIMARY LAND OWNER

Provide a brief history of the facilit(ies), including when the structure was constructed, major improvements implemented in the past, and any past problems.

Designed by Mosaic Architecture, the Our Redeemer’s Church building was completed in 2012 and has been serving the Helena community since then. The church includes community outreach, a preschool, youth groups, community garden, and other functions. The remainder of the ORLC property is undeveloped. Per the Church’s mission, the congregation’s intent is to better serve the Helena community by providing affordable housing on the land, with the partnership of the City of Helena. No past site challenges or problems are known to exist. One item to note is that a high pressured gas line and utility easement bisects the site from east to west, which would be taken into account in future site development. The site also includes a high water table (common in the Helena valley) which would mean that basements are not planned as part of any development.



OUR REDEEMER’S LUTHERAN CHURCH (IMAGE FROM MOSAIC ARCHITECTURE)



SITE VIEW

i. PROBLEM DEFINITION

Describe and document the need for the project and the problems to be solved.

i.C.1. HISTORY - PRIMARY LAND OWNER

Provide a brief history of the facilit(ies), including when the structure was constructed, major improvements implemented in the past, and any past problems.

After purchasing the property in 2003, Our Redeemer's Lutheran Church began the process of master planning the site and the congregation slowly began to make improvements on the site, first with the installation of a labyrinth, then a shed and community garden.

ORLC began construction of their worship facility, designed by Mosaic Architecture, in 2011 in partnership with Mission Builders, a volunteer organization of the ELCA (Evangelical Lutheran Church in America). Mission Builders are a group of traveling builders who partner with church organizations to help construct facilities. Literally hundreds of church members lent their hands to the building process as Mission Builders managed the process and the volunteer labor. The building was completed in 2012 and has been serving the Helena community since. The church provides worship, religious education, community outreach, a preschool, youth groups, community garden, and engages in service with local and global partners to provide for those in need in a variety of ways.

When Our Redeemer's purchased the land they are now located on, they knew that the roughly 18 acres was more land than they needed for their church and its missions. It was always their intent to seek out partners that might be able to develop the rest of the land for a compatible purpose. Initially they pursued opportunities for developing senior housing, but they failed to find a partner who shared their mission of developing senior housing that was affordable for all. As the neighborhoods around them have grown and they have watched more and more families in the community struggle to find housing they can afford, there has become greater clarity to their intent to develop the land. Members of the congregation began reaching out in conversations with potential housing partners in the Helena community and thus was born an application for this Community Development Block Grant planning grant.

"We simply cannot sit on a vacant tract of land while hundreds of families in our community struggle to afford decent housing or continue to pay more than 30% of their income on a place to live. We take the gospel proclamation seriously that we are called to feed the hungry and shelter the poor. So, if we can possibly find a way to see this land used to serve those so desperately in need in our community, we want to see that happen." - From the ORLC Church Council.



CHURCH STAKEHOLDER MEETING

i.C.1. HISTORY - HOUSING PARTNERS

Provide a brief history of the facilit(ies), including when the structure was constructed, major improvements implemented in the past, and any past problems.

Each of the housing partners is experienced in the services and facilities they manage. Below are several images of their facilities.



YWCA OF HELENA'S MAIN FACILITY LOCATED IN DOWNTOWN HELENA



RMDC'S RED ALDER DEVELOPMENT LOCATED IN HELENA

i.C.1. HISTORY - HOUSING PARTNERS

Provide a brief history of the facilit(ies), including when the structure was constructed, major improvements implemented in the past, and any past problems.

Each of the housing partners to this study share in the mission vision of providing affordable, safe housing for people in our Helena community and have a remarkable history and track record of growing their services to meet the needs. Each partner targets services to a different sector of our community.

YWCA of Helena (YWCA)

The YWCA serves women and children who are experiencing homelessness through their WINGS program. Women Initiating New Growth and Stability (WINGS) is a 6-12 month intensive recovery and sober-living program for families who experience homelessness, addiction, justice system involvement, and extreme poverty. For women who successfully graduate the intensive WINGS program, 86% are living independent, sober and safe lives after 36 months living in the community. YWCA is seeking to create supportive, transitional housing for women who have graduated from WINGS. This facility would provide up to 24 months of supportive housing for women who have completed the WINGS program, readying families for independent, community housing. The YWCA's model for the proposed facility would include supportive services such as case management, continued addiction and mental health counseling, and parenting support. The proposed project amplifies YWCA's current successes in facilitating educational, counseling, and skill-building services for women to gain skills required for independent and stable housing.

YWCA Helena began serving women at their historic downtown building in 1918 (2015 renovation designed by SMA Architecture + Design). While YWCA Helena has over a century of service to the Helena community, it has been in the last decade that the agency has transformed its services to reflect the growing need for services to support women and children. The YWCA operates the Caterpillars Parenting Center as a parallel flagship program to WINGS. Caterpillars offers children's mental health, supervised parenting time, parenting classes, and advocacy for CPS involved families. In an effort to continually be relevant to the needs of the community, YWCA Helena recently launched the Caterpillar Clubhouse, a trauma informed childcare center. In 2021 alone, YWCA Helena sheltered 41 women and 24 children. WINGS is a state-endorsed substance use recovery program, Caterpillars is a state-endorsed mental health center, and the Clubhouse is a licensed childcare center.

Rocky Mountain Development Council (RMDC)

Rocky Mountain Development Council develops, owns, and manages affordable rental housing. They typically leverage several different funding sources to subsidize the financing of their projects, including Low Income Housing Tax Credits (LIHTC), CDBG Housing grants, Housing Trust Fund (HTF), and Home Investment Partnerships Program (HOME) grants. RMDC's current properties range in size from 8 to 85 units and its total portfolio includes 382 units in the tri-county area. Tenants must income-qualify to rent from RMDC. RMDC provides on-site management and maintenance of their properties. RMDC rental apartments proposed for this site would target households earning 60% AMI.

Helena Area Habitat for Humanity

Helena Area Habitat for Humanity builds housing for income-qualified people who can qualify for a loan for a reduced-cost home. They leverage material, labor, monetary donations, and grants, as well as a mutual self-help programs in which neighbors help one-another to build their homes to reduce the sale price of the home to the qualifying homeowner. HAHH homes proposed for this site would target households ranging from 80% AMI up to 120% AMI. Along with seeking grant funding, they would use sweat equity and build groups to help reduce the overall cost of construction.

Under the leadership of Jacob Kuntz for the last seven years, Helena Area Habitat for Humanity has reinvented its working model and elevated the pace of their impact on affordable housing. They now rank in the top 50 of over 1,100 Habitat for Humanity organizations in the country for the number of homes constructed. The goal identified by their board of directors is 30 houses a year by 2030. Production of more affordable housing units is one positive outcome they have implemented, but of equal importance is their advocacy of a new model of development using a community land trust.

i.C.1. HISTORY - HOUSING PARTNERS

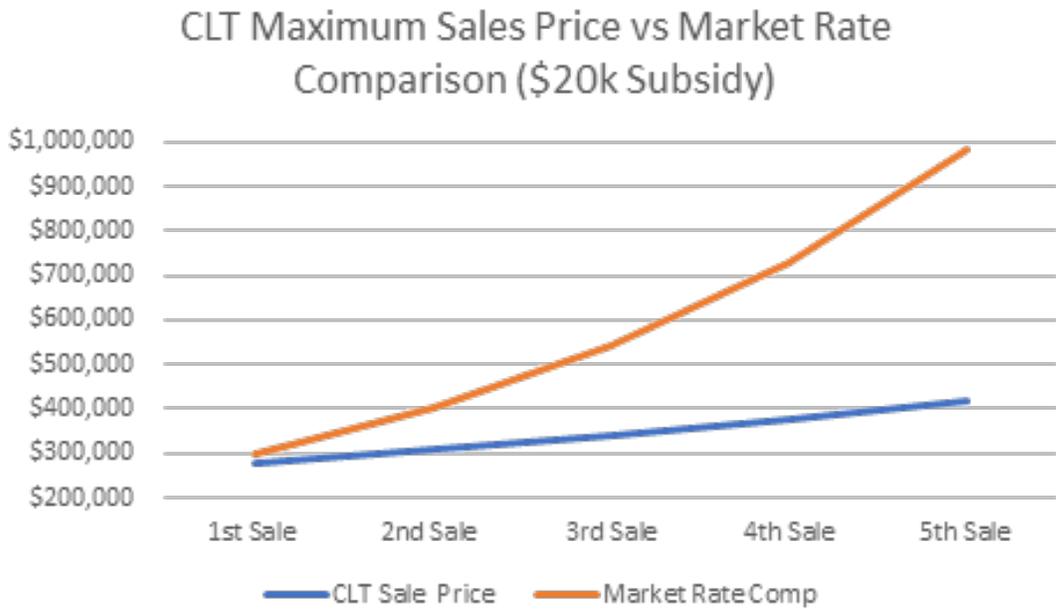
Provide a brief history of the facilit(ies), including when the structure was constructed, major improvements implemented in the past, and any past problems.

With the recent escalation in housing prices, Habitat for Humanity was seeing the subsidies they worked so hard to secure for a family in need serving the first homeowner, but then being lost to the escalating market upon resale. While they always carried a right of first refusal upon resale, Habitat affiliates across the country were finding they were priced out of the opportunity to repurchase their homes for the benefit of the next family. The solution now in place and modeled through Helena Area Habitat for Humanity's latest development in Red Lodge is to put the land under the home in the stewardship of a Community Land Trust (CLT). A CLT holds the land for the benefit of the community, preserving the affordability of the homes.

Trust Montana

Thus, Trust Montana has become a partner to this project as the key to assuring that the Habitat for Humanity homes built on the site and sold to qualifying families maintain affordability long term. The homeowners on CLT-owned land benefit from a subsidized purchase price and agree to "pay it forward" to the next buyer of their home by limiting the equity they will earn from the home if they ever decide to move. Trust Montana ensures permanent affordability by entering into a ground lease with each homebuyer that includes a resale formula that caps the equity the homeowner can earn over time. This way, the home is accessible to multiple generations of people who are generally excluded from experiencing the security and opportunities provided by homeownership. Through the use of the CLT model, subsidy offered to the initial construction of the affordable home actually grows over time, benefiting generations of homeowners, rather than disappearing after the initial investment.

With Trust Montana's 1.5% equity restriction, it is evident that as compared to the average increase of 4.94% housing escalation seen between 2012-2020, the affordability of the properties actually grows over time. The resale chart below assumes that there is a resale of the property on average every seven years.



The funding mechanisms used by Rocky Mountain Development Council do not provide them the opportunity to be located on property owned by a CLT. Instead, long-term affordability of their housing units is assured through the federal funding tools they access.

i. PROBLEM DEFINITION

Describe and document the need for the project and the problems to be solved.

i.C.2. CONDITION OF FACILITY(IES)

Describe present condition and any problems such as code deficiencies, general structural decay, presence of asbestos, mold, or moisture, lead based paint, subsidence issues, overcrowding, or handicapped accessibility. Describe the adequacy or capacity of the existing facilities to meet existing and long term needs.

Existing Our Redeemer's Church Property

Location Description: 3580 N BENTON AVE, Helena, MT 59601

Legal Description: S18, T10 N, R04 W, C.O.S. 3189453, LOT 6A, IN SE4NE4 OUR REDEEMERS CHURCH CONDO MASTER

Total Land Area: 18.470 acres owned by Our Redeemer's Lutheran Church, includes church building and related improvements.



ORLC IMAGES SHOWING CURRENT CONDITION

i.C.2. CONDITION OF FACILITY(IES)

Describe present condition and any problems such as code deficiencies, general structural decay, presence of asbestos, mold, or moisture, lead based paint, subsidence issues, overcrowding, or handicapped accessibility. Describe the adequacy or capacity of the existing facilities to meet existing and long term needs.

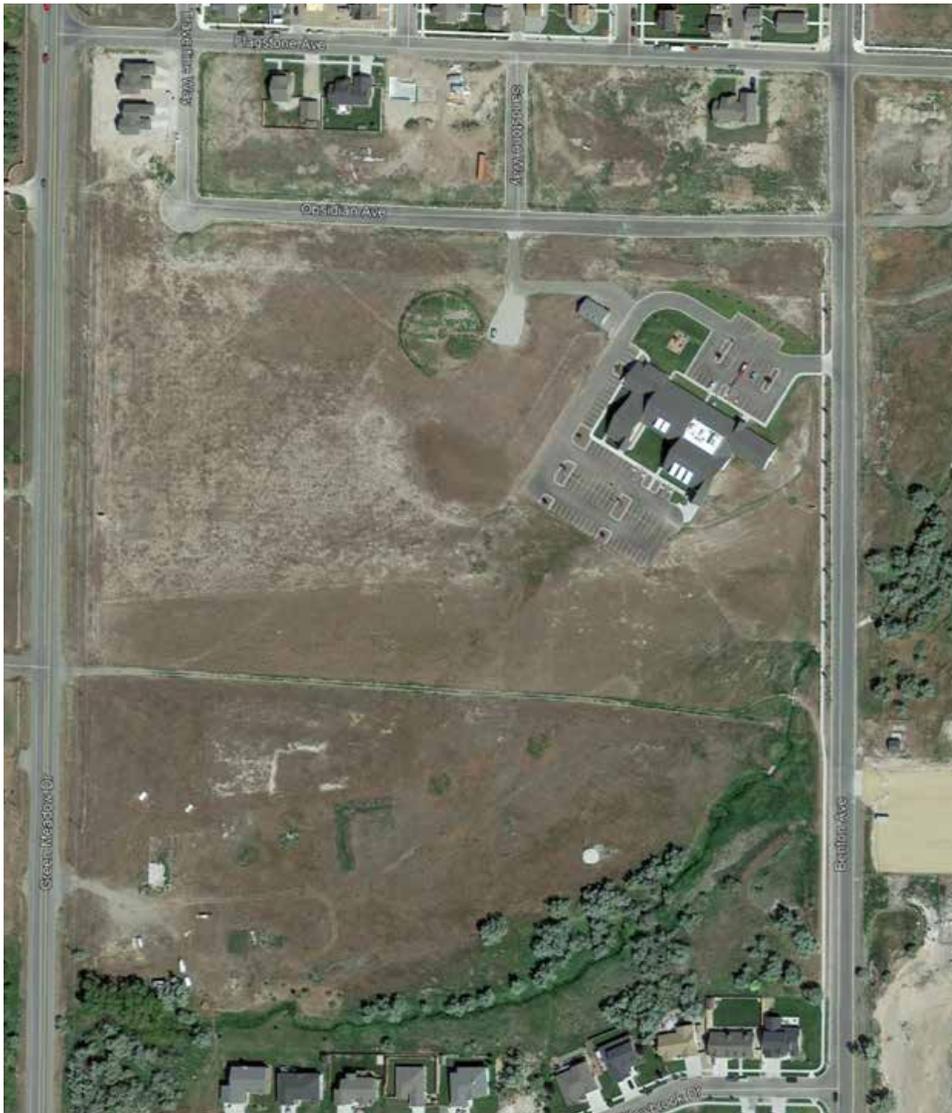


i.C.2. CONDITION OF FACILITY(IES)

Describe present condition and any problems such as code deficiencies, general structural decay, presence of asbestos, mold, or moisture, lead based paint, subsidence issues, overcrowding, or handicapped accessibility. Describe the adequacy or capacity of the existing facilities to meet existing and long term needs.

The ORLC church building is modern, well-maintained, building code compliant, and handicapped accessible. No structural decay, asbestos, mold, or lead-based paint has been observed. The church grounds have sufficient parking areas, well-maintained landscaping, and a community garden. The church building is built on conventional footings and foundations. Groundwater is high and there has been some seasonal flooding of the church’s crawlspace which is managed with pumping. No other site issues have been encountered.

The main drive access is north of the church off Benton Ave.. Currently, the church’s second means of egress is through an alley connection to Obsidian Ave., near the community garden. This is not the preferred second means of drive access and, as can be seen on the church master plan, the hope for the future is to provide their second means of access from a newly constructed Horseshoe Bend.



AERIAL IMAGE SHOWING CURRENT CONDITION OF ORLC PROPERTY

i. PROBLEM DEFINITION**i.C.**

Describe and document the need for the project and the problems to be solved.

i.C.2. CONDITION OF FACILITY(IES)

Describe present condition and any problems such as code deficiencies, general structural decay, presence of asbestos, mold, or moisture, lead based paint, subsidence issues, overcrowding, or handicapped accessibility. Describe the adequacy or capacity of the existing facilities to meet existing and long term needs.

The approximately 9.8 acres planned for housing development are currently not accessible without the installation of Horseshoe Bend Rd. which would connect Benton Ave. on the east to Green Meadow Dr. on the west. The installation of Horseshoe Bend Rd. would also provide a much-needed additional connector for the neighborhood as a whole to help relieve some of the congestion on Custer Ave. by giving residents alternative routes for moving west from the site. If easements could be garnered to further extend Horseshoe Bend east, it could help answer one of the issues cited in the City of Helena Growth Policy regarding development in the Northwest Side of the city, *"Traffic congestion continues to increase in the area although additional street connections have been constructed with new subdivisions. Additional east-west transportation linkages will need to be developed in the future, as identified in the Helena Area Transportation Plan or in future neighborhood-specific plans."*

i.C.2. CONDITION OF FACILITY(IES)

Describe present condition and any problems such as code deficiencies, general structural decay, presence of asbestos, mold, or moisture, lead based paint, subsidence issues, overcrowding, or handicapped accessibility. Describe the adequacy or capacity of the existing facilities to meet existing and long term needs.

Condition of Facilities	Description
<i>Code deficiencies</i>	New construction will be code compliant.
<i>General structural decay</i>	All new construction will be without structural decay and will meet specified manufacture warranties.
<i>Presence of asbestos, mold, or moisture</i>	There will not be asbestos, mold, or moisture due to new construction.
<i>Lead-based paint</i>	Lead-based paint will not be present in the new construction.
<i>Subsidence issues</i>	All facilities are of new construction and will be designed to avoid subsidence issues.
<i>Overcrowding</i>	The number of residents will not exceed the amount of housing determined for the project.
<i>Handicapped Accessibility</i>	Newly constructed housing will meet or exceed Fair Housing Act requirements.

i.C.3. EVALUATE PRESENCE OF LEAD-BASED PAINT AND ASBESTOS

If the project is related to housing, provide a full evaluation of the presence of lead-based paint and asbestos when existing facilities are being considered.

Lead-based paint and asbestos will not be present in the new construction. No existing facilities are being considered.

ii. ALTERNATIVE ANALYSIS

ii.A.

Description of alternative solutions. Describe each alternative design, building, or site considered - i.e. alternative building sites considered for new construction.

ii.A.1. DESCRIPTION OF ALTERNATIVE SOLUTIONS - OVERVIEW

Describe each alternative design, building, or site considered - i.e., identify and describe existing buildings with potential for rehabilitation or alteration, or alternative building sites considered for new construction.

The problem, as presented, is a deficit in the number of housing units in the county due to ingressing populations and inadequate quantity of housing stock. These pressures, as well as outside inflation pressures, have led to ever increasing prices for existing housing and a gap between housing prices and median income. The only solution to the problem is the construction of new housing units that are subsidized and supported in such a way as to provide affordable housing stock for the community. While there is also a need to rehabilitate dilapidated homes, there are not enough existing off-line units in the community to meet the need through rehabilitation alone.

Alternative 1 considers the possibility that nothing is done. In that case, the situation would remain as it is now. This situation would continue the hardship of housing affordability for many families in our community and open land suitable for housing would remain vacant. Economic stagnation is possible as, increasingly, employers are unable to attract workers to our community due to the lack of affordable housing options. Those currently living in unsafe or unstable housing may not have alternatives to improve their conditions. Children with unstable housing would continue to experience the disruption and trauma so significantly tied to childhood homelessness. Many families in our community would continue to be cost-burdened by their housing, leading to difficulty in paying for other essentials like food and health care.

Alternative 2A is to develop the ORLC site for 131 units.

Alternative 2B is to develop the ORLC site for 113 units.

Existing Our Redeemer's Church Property

Location Description: 3580 N BENTON AVE, Helena, MT 59601

Legal Description: S18, T10 N, R04 W, C.O.S. 3189453, LOT 6A, IN SE4NE4 OUR REDEEMERS CHURCH CONDO MASTER

Total Land Area: 18.470 acres owned by Our Redeemer's Lutheran Church, includes church building and related improvements.



ii.A.1. DESCRIPTION OF ALTERNATIVE SOLUTIONS -
NEW CONSTRUCTION

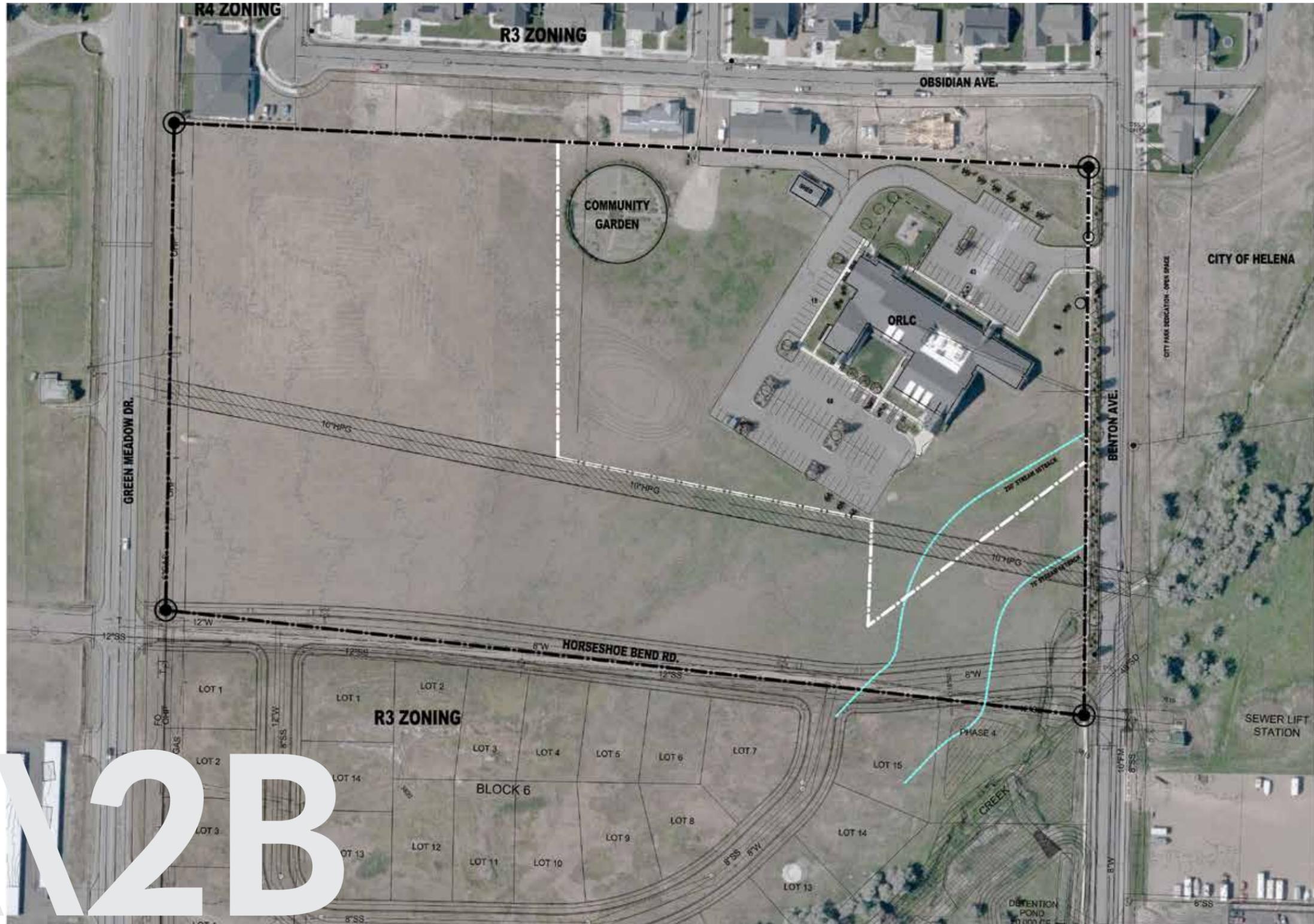
Describe each alternative design, building, or site considered - i.e., identify and describe existing buildings with potential for rehabilitation or alteration, or alternative building sites considered for new construction.

ALTERNATE 2: Existing Our Redeemer's Church Property

Location Description: 3580 N BENTON AVE, Helena, MT 59601

Legal Description: S18, T10 N, R04 W, C.O.S. 3189453, LOT 6A, IN SE4NE4 OUR REDEEMERS CHURCH CONDO MASTER

Total Land Area: 18.470 acres owned by Our Redeemer's Lutheran Church, includes church building and related improvements.



2A 2B

BASE SITE VIEW FOR ALTERNATIVES 2A AND 2B

ii.A.1. DESCRIPTION OF ALTERNATIVE SOLUTIONS - NEW CONSTRUCTION

Describe each alternative design, building, or site considered - i.e., identify and describe existing buildings with potential for rehabilitation or alteration, or alternative building sites considered for new construction.

Alternative 2 consists of new construction on the available land at ORLC with RMDC, YWCA, Habitat for Humanity, and Trust Montana for affordable housing. By building together, these stakeholders envision a vibrant, rich, community full of connections to area resources, nature, and the rest of Helena.



2A\2B

ii. ALTERNATIVE ANALYSIS**ii.A.**

Description of alternative solutions. Describe each alternative design, building, or site considered - i.e. alternative building sites considered for new construction.

ii.A.1. DESCRIPTION OF ALTERNATIVE SOLUTIONS - NEW CONSTRUCTION

Describe each alternative design, building, or site considered - i.e., identify and describe existing buildings with potential for rehabilitation or alteration, or alternative building sites considered for new construction.

Because the landowner is party to this grant, no other sites were considered. It is acknowledged that this site alone cannot solve the current housing crisis being experienced, but that this proposal is only one component of the solution. Thus, the questions at hand pertain to what the appropriate level of density for the site is and how the site and partnership are uniquely positioned to meet the needs for affordable housing.

The design team is unaware of any other similar partnership formed between multiple non-profit parties together attempting to address affordable housing needs. What is so compelling about the formation of this partnership is that each partner is individually serving a different sector of the housing need in our community, from temporary shelter to affordable homeownership.

Our Redeemer's Lutheran Church, the landowner, is a partnering church with Family Promise, a non-profit organization in Helena providing shelter for homeless families through partnerships with local churches. At Family Promise, supportive services and daytime shelter is provided at their day center and overnight shelter is provided on a rotating basis at local churches. Therefore, approximately quarterly, ORLC is a host church for a week at a time, providing shelter and support to homeless families. The church supports these families by providing bedroom and showering space, dinner meals, and on-site overnight hosts.

The YWCA specifically serves women and children experiencing homelessness and through the proposed expansion of their services to this site, hopes to provide transitional housing to women who have successfully completed their WINGS program and need to transition to supportive housing that includes recovery support, group and individual therapy, and independent living skills training. This housing would provide a tobacco, alcohol, and substance-free living environment that supports women and

their children while they prepare for a more permanent housing solution.

Rocky Mountain Development Council owns and operates affordable rental housing for low to moderate-income families that is subsidized by federal tax credits and grants. Their projects come with a 46-year commitment to affordability. They provide on-site staffed management and maintenance and place a priority on creating community through this staffing and the community center building always provided at their developments. They place a high priority on accessibility as a large percentage of their renters are living with disabilities or are elderly.

Helena Area Habitat for Humanity works very hard to place homeownership within reach of many families who would otherwise not qualify to own a home of their own. Realizing that homeownership is the biggest and most influential step in lifting families and generations out of poverty, working to place that goal within reach of more members of our community is the last step in the continuum of solutions to the housing crisis provided through this partnership. The inclusion of Trust Montana (a community land trust) in this partnership assures that the good work of Habitat for Humanity on this site will provide attainable, affordable homeownership for many generations to come.

By building together, these partners envision a vibrant, rich, community full of connections to area resources, nature, and the rest of Helena. They also envision a community where each partner works to support another as, conceivably, tenants could move from one partner's support to another until finally achieving the goal of homeownership. The church hopes to foster a relationship with the partners and the future neighborhood through community engagement events, shared use of the community garden, and open invitations for spiritual enrichment.

2A\2B

ii.A.1. DESCRIPTION OF ALTERNATIVE SOLUTIONS - NEW CONSTRUCTION

Describe each alternative design, building, or site considered - i.e., identify and describe existing buildings with potential for rehabilitation or alteration, or alternative building sites considered for new construction.

In the past, the church has hosted neighborhood block parties, Halloween Trunk-or-Treat events, and community concerts that all are invited to. The church has a historically strong partnership with Helena Food Share and was a key partner in the implementation of the Kid's Pack's program. The possibility of providing a satellite food distribution location at the church or elsewhere on-site in support of this neighborhood has been discussed with enthusiasm by church members.

The site is bordered on the west by Green Meadow Drive which is a Montana Department of Transportation roadway. The southern border of the site will be a new roadway, Horseshoe Bend which will provide all vehicular access to the site. For any development on the property, Horseshoe Bend Rd. must be installed along with intersections for ingress and egress at both Benton Avenue and Green Meadow Drive. The design of the intersection of Horseshoe Bend and Green Meadow Drive will have to comply with Montana Department of Transportation requirements. Depending on the results of a traffic impact study, this intersection may require turn lanes be installed on Green Meadow Drive. This will be a significant cost to the project. Internal site circulation will be via a loop road off Horseshoe Bend. This loop road allows access to all areas of the site with minimal investment in roadway and associated infrastructure by allowing double loaded lot access and bilateral utility taps to service buildings throughout the site. The internal loop street is proposed to be a public street meeting the City of Helena's complete streets requirements for a local street including boulevards and sidewalks on each side of 9' driving lanes and parallel parking on both sides. The street is proposed to neck down where it crosses the green corridor pedestrian path for pedestrian safety crossing the road.

Neighborhood connectivity and livability are driving concepts of the design and the development restrictions around the existing high-pressure gas line and stream setbacks naturally push these

areas to provide that desired connectivity and open space. The southeast corner is within the 200' stream setback and therefore cannot include any hardscape or vertical construction. The area contains seasonal wetlands and should be preserved. The master plan proposes dedicating this to the city for open space/park land. The gas easement which diagonally crosses the site from west to east is proposed to be used as pedestrian-oriented green corridor that connects public amenities and gathering spaces such as the park land, the proposed shared playground, and community center building. As an amenity that touches every partner, this green corridor is envisioned to be the place of interface between partners. This pathway augments the walkability provided by street boulevards and sidewalks throughout. Additional pathways are proposed along Green Meadow Drive and the northern edge of the property, providing multiple walking loops for the neighborhood.

In partner discussions, one of the concerns about this site for clients with transportation limitations is the proximity of the closest grocery store and other essential services. The site plan provides for a convenient public transportation stop along Horseshoe Bend Rd. with the hope that the city's transit routes would be revised to include this neighborhood. Conceptual discussions have begun about how to provide basic food amenities to residents on the site. It's possible that a satellite facility for Helena Food Share could be accommodated within the church building or another on-site building. Additionally, the idea of a for-profit/not-for-profit blended market concept is being explored and a general placeholder for a small market building has been located on the site at the corner of Horseshoe Bend Rd. and Green Meadow Dr. This concept is in keeping with one of the objectives of the City of Helena Growth Policy to "support development patterns that provide suitably-scaled, daily needs services within walking distance of residential areas."

2A\2B

ii. ALTERNATIVE ANALYSIS

ii.A.

Description of alternative solutions. Describe each alternative design, building, or site considered - i.e. alternative building sites considered for new construction.

ii.A.1. DESCRIPTION OF ALTERNATIVE SOLUTIONS - NEW CONSTRUCTION

Describe each alternative design, building, or site considered - i.e., identify and describe existing buildings with potential for rehabilitation or alteration, or alternative building sites considered for new construction.

Alternative 2A

Alternative 2A was the first master plan derived through design workshops with the partners to this grant. This plan includes 20 transitional homes for YWCA, 78 RMDC rental units, and 33 Habitat homes for a total of 131 homes. This master plan attempts to push the envelope of viable density short of considering structured parking.

YWCA homes (shown in orange) are provided in a complex of buildings surrounding a private protected play area for children. In addition to efficiency apartment units, the buildings would provide staff offices, counseling areas, and shared laundry. Some garage facilities are provided in addition to surface parking at a rate of 1 parking space per housing unit in accordance with minimum zoning requirements.

Habitat for Humanity homes (shown in blue) are provided in a variety of joined side-by-side housing configurations ranging from duplexes to attached 4-unit townhomes. The northern boundary of the site that sits adjacent to neighboring single-family homes is proposed to be single-level duplexes and a triplex to match the adjacent massing and heights. Other buildings are proposed to be multi-story units with tuck-under garages to maximize land efficiency. Parking is provided on a ratio of 1 parking space per unit in multifamily (3 or more) buildings and 2 parking spaces per units located in duplexes in accordance with minimum zoning requirements. Rocky Mountain Development Council's 78 homes (shown in yellow) are provided in a total of six buildings. Two buildings are proposed to be two-story walk-up apartments and four buildings are three-story walk-up apartments. Walk-up apartments reduce the amount of square footage allotted to common spaces to maximize the efficiency of construction. Accessible units would be provided on the first floor of each building. It's possible that building 11, in the center of the site, could transition to an elevated building with a central corridor since that location provides enough space to increase the width of the building to accommodate the corridor. Parking is provided on a ratio of 1 parking space per unit in accordance with minimum zoning requirements. Additionally, RMDC typically provides a community center building to provide office space for their on-site manager in addition to a gathering space that can be used for tenant birthday parties, anniversaries, and the like.

This master plan was presented at a well-attended, online public meeting on February 8th, 2022. The overall proposal received both praise and consternation. Praise was extended to the concept of providing affordable housing and the partnership of organizations involved. Some neighbors expressed concern over their perception of the type of clientele that would be served on the site and the affect that might have on their neighborhood or property values. Other neighbors were supportive of the housing partners yet had concerns about the density and scale of buildings proposed. Three story buildings were largely unpopular even after the height of these buildings was shown to be comparable to the height of the church building. There were also concerns expressed that meeting minimum parking requirements only would create excessive congestion with on-street parking.

2A

ii.A.1. DESCRIPTION OF ALTERNATIVE SOLUTIONS - NEW CONSTRUCTION

Describe each alternative design, building, or site considered - i.e., identify and describe existing buildings with potential for rehabilitation or alteration, or alternative building sites considered for new construction.

ALTERNATE 2A: Existing Our Redeemer's Church Property

Location Description: 3580 N BENTON AVE, Helena, MT 59601

Legal Description: S18, T10 N, R04 W, C.O.S. 3189453, LOT 6A, IN SE4NE4 OUR REDEEMERS CHURCH CONDO MASTER

Total Land Area: 18.470 acres owned by Our Redeemer's Lutheran Church, includes church building and related improvements.

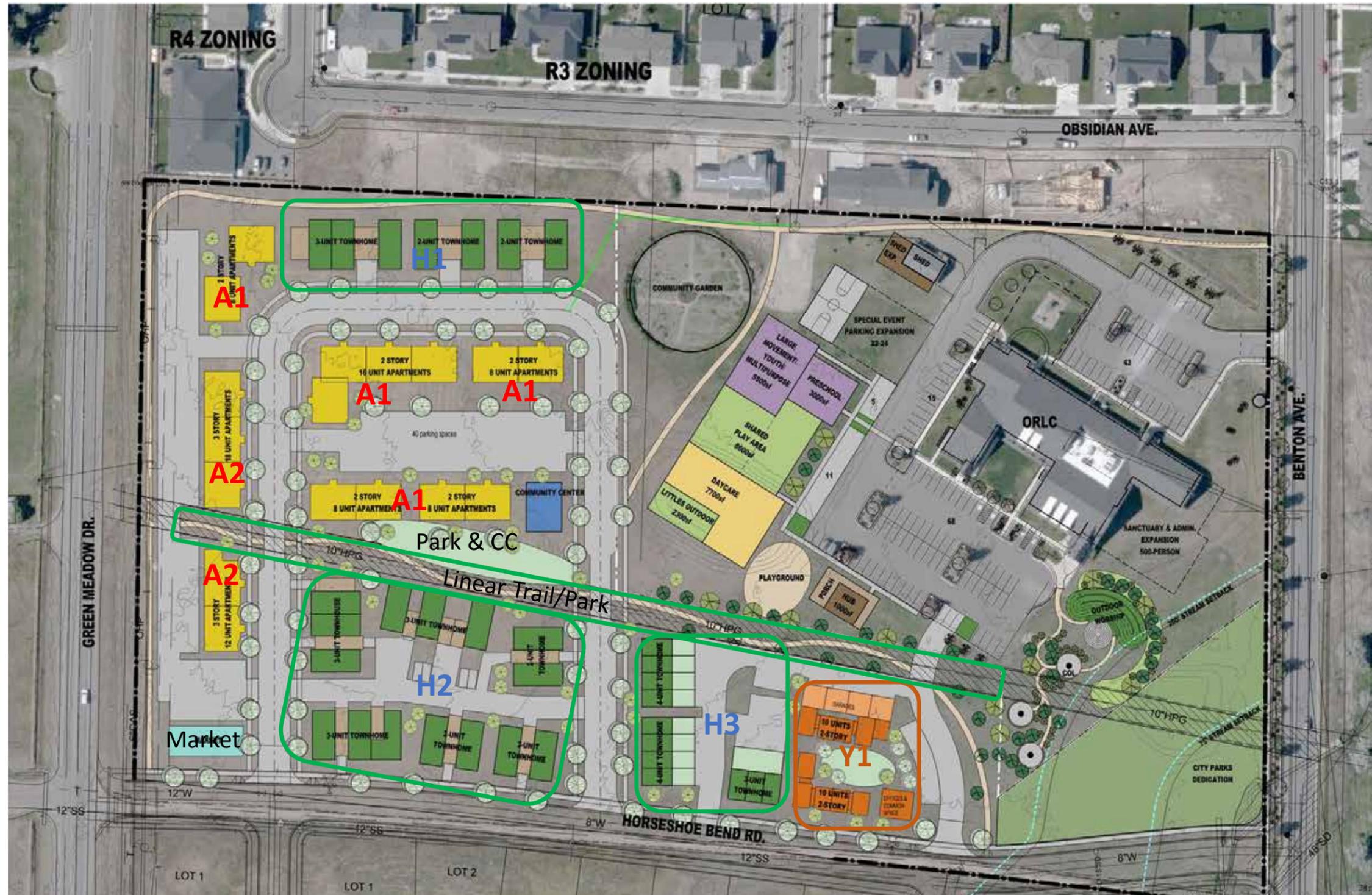
- H1** Habitat homes as a buffer to adjacent single family
- H2** Habitat homes cluster development
- H3** Habitat townhouses
- Y1** YWCA campus
- A1** RMDC 2-story walk-up apartments
- A2** RMDC 3-story walk up apartments

33 Habitat Units

78 RMDC Units

20 YWCA Units

2A



PRELIMINARY ZONING DIAGRAM AND CHURCH MASTER PLAN

ii.A.1. DESCRIPTION OF ALTERNATIVE SOLUTIONS - NEW CONSTRUCTION

Describe each alternative design, building, or site considered - i.e., identify and describe existing buildings with potential for rehabilitation or alteration, or alternative building sites considered for new construction.

ALTERNATE 2A: Existing Our Redeemer's Church Property

Location Description: 3580 N BENTON AVE, Helena, MT 59601

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Total Land Area: 18.470 acres owned by Our Redeemer's Lutheran Church, includes church building and related improvements.

2A

- 1 MARKET
 - 2 HABITAT 3-UNIT TOWNHOME
 - 3 HABITAT 2-UNIT TOWNHOME
 - 4 HABITAT 4-UNIT TOWNHOME
 - 5 YWCA 12-UNIT BUILDING
 - 6 YWCA 8-UNIT BUILDING
 - 7 YWCA SUPPORT BUILDING
 - 8 RMDC 12-UNIT BUILDING
 - 9 RMDC 18-UNIT BUILDING
 - 10 RMDC 8-UNIT BUILDING
 - 11 RMDC 20-UNIT BUILDING
 - 12 COMMUNITY BUILDING
 - 13 HABITAT TRIPLEX
 - 14 HABITAT DUPLEX
- TOTALS:**
 33 HABITAT HOMES
 78 RMDC RENTAL HOMES
 20 YWCA TRANSITIONAL HOMES
 131 TOTAL HOMES



**ii.A.1. DESCRIPTION OF ALTERNATIVE SOLUTIONS -
NEW CONSTRUCTION**

Describe each alternative design, building, or site considered - i.e., identify and describe existing buildings with potential for rehabilitation or alteration, or alternative building sites considered for new construction.

ALTERNATE 2A: Existing Our Redeemer's Church Property

Location Description: 3580 N BENTON AVE, Helena, MT 59601

Legal Description: S18, T10 N, R04 W, C.O.S. 3189453, LOT 6A, IN SE4NE4 OUR REDEEMERS CHURCH CONDO MASTER

Total Land Area: 18.470 acres owned by Our Redeemer's Lutheran Church, includes church building and related improvements.



PRELIMINARY VIEW LOOKING SOUTH TOWARDS MOUNT HELENA

ii.A.1. DESCRIPTION OF ALTERNATIVE SOLUTIONS - NEW CONSTRUCTION

Describe each alternative design, building, or site considered - i.e., identify and describe existing buildings with potential for rehabilitation or alteration, or alternative building sites considered for new construction.

Alternative 2B

As a result of public feedback received at the public meeting, the design team provided a second alternative site plan (2B) which maintains all the same site planning features but reduces all proposed three-story buildings to two-story buildings, thus reducing density and alleviating parking concerns. This alternative reduces the total number of homes provided for Rocky Mountain Development Council from 78 in Alternative 2A to 60 in Alternative 2B. By providing the same number of parking spaces as proposed in Alternative 2A, but reducing the number of housing units, the parking ratio for RMDC would change from 1 per unit to 1.36 per unit. This change helps reduce concerns that on-street parking will be over-used by tenants and visitors.

Ultimately, the viability of this alternative will depend on acquired financial subsidy since fewer housing units means that the total cost of development is born by fewer units.

- The site and existing structures are as described in Section iB1.
- Proximity to other services is as described in Section iB1.
- Known Environmental constraints are as described in Section iB1.

2B

ii. ALTERNATIVE ANALYSIS

ii.A.

Description of alternative solutions. Describe each alternative design, building, or site considered - i.e. alternative building sites considered for new construction.

ii.A.1. DESCRIPTION OF ALTERNATIVE SOLUTIONS - NEW CONSTRUCTION

Describe each alternative design, building, or site considered - i.e., identify and describe existing buildings with potential for rehabilitation or alteration, or alternative building sites considered for new construction.



ALL PARTNER MEETING AND WORK SESSION

2B

ii.A.1. DESCRIPTION OF ALTERNATIVE SOLUTIONS - NEW CONSTRUCTION

Describe each alternative design, building, or site considered - i.e., identify and describe existing buildings with potential for rehabilitation or alteration, or alternative building sites considered for new construction.

ALTERNATE 2B: Existing Our Redeemer's Church Property

Location Description: 3580 N BENTON AVE, Helena, MT 59601

Legal Description: S18, T10 N, R04 W, C.O.S. 3189453, LOT 6A, IN SE4NE4 OUR REDEEMERS CHURCH CONDO MASTER

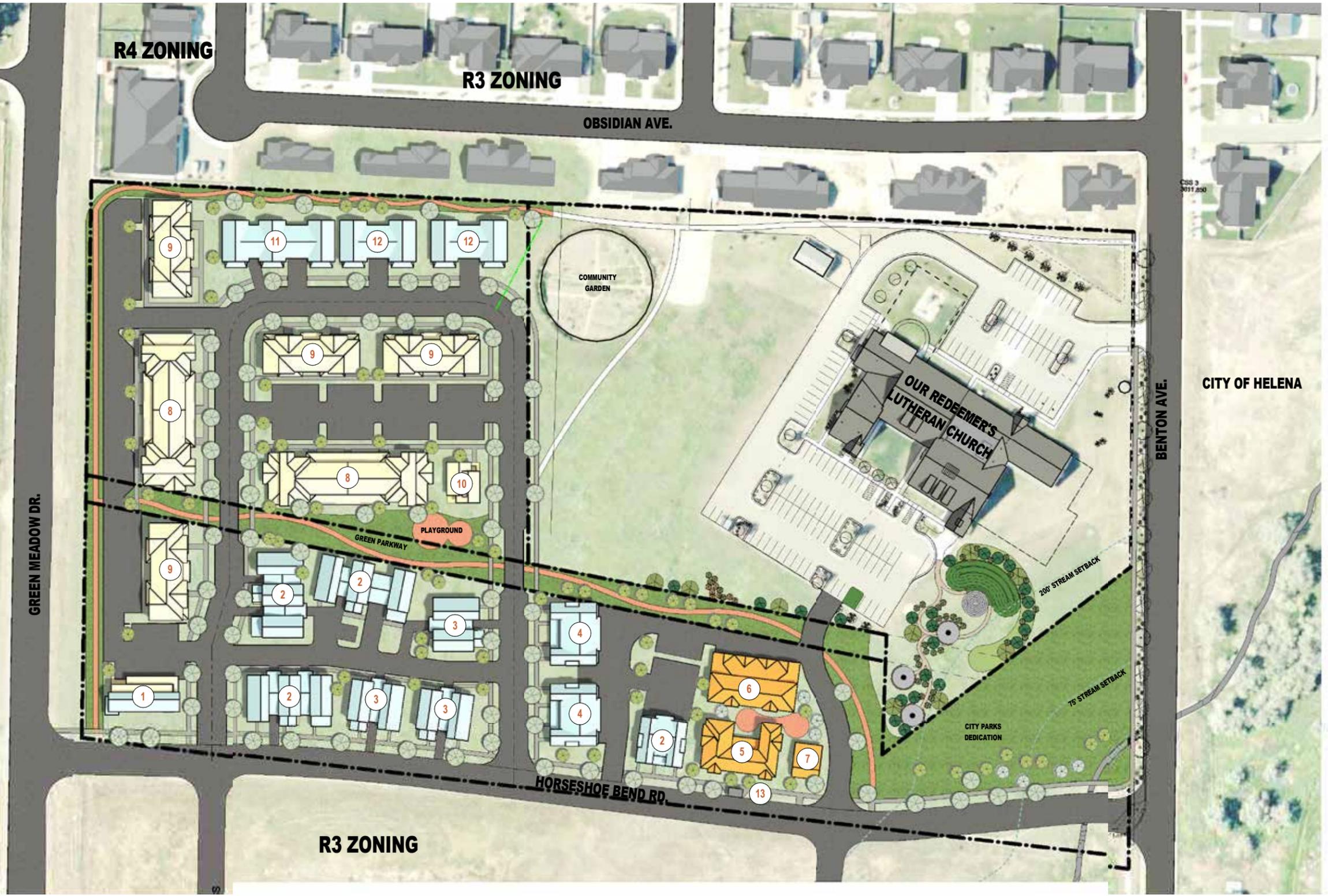
Total Land Area: 18.470 acres owned by Our Redeemer's Lutheran Church, includes church building and related improvements.

2B

- 1 MARKET
- 2 HABITAT 3-UNIT TOWNHOME
- 3 HABITAT 2-UNIT TOWNHOME
- 4 HABITAT 4-UNIT TOWNHOME
- 5 YWCA 12-UNIT BUILDING
- 6 YWCA 8-UNIT BUILDING
- 7 YWCA SUPPORT BUILDING
- 8 RMDC 14-UNIT BUILDING
- 9 RMDC 8-UNIT BUILDING
- 10 COMMUNITY BUILDING
- 11 HABITAT TRIPLEX
- 12 HABITAT DUPLEX
- 13 BUS STOP SHELTER

TOTALS:
 33 HABITAT HOMES
 60 RMDC RENTAL HOMES
 20 YWCA TRANSITIONAL HOMES
 113 TOTAL HOMES

82 (1.36) PARKING SPACES FOR RMDC
 20 PARKING SPACES FOR YWCA
 2 PARKING SPACES PER HAHH DUPLEX
 1 PARKING SPACE PER HAHH MULTIPLEX





HELENA AREA HABITAT FOR HUMANITY - RED FOX DEVELOPMENT



ROCKY MOUNTAIN DEVELOPMENT COUNCIL - RIVER ROCK DEVELOPMENT

ii. ALTERNATIVE ANALYSIS

ii.B.

Description of alternative solutions. Describe each alternative design, building, or site considered - i.e. alternative building sites considered for new construction.

ii.B. REGULATORY COMPLIANCE AND PERMITS

Describe issues that need to be addressed concerning compliance (for either a new building or a rehabilitated building) with appropriate regulations such as the International Building Code and other relevant codes, zoning issues, asbestos, lead-based paint, permits, handicapped accessibility (American Disabilities Act and HUD 504 regulations), designated 100-year flood plains, and other applicable federal, state, local or tribal requirements.

1. Existing Zoning (per the City of Helena)

Alternative 1 - No work

Alternative 2 - New construction - pre-existing site in the City of Helena and Lewis and Clark County, MT, undeveloped.

A zoning change is required as well as a minor or major subdivision process depending on how the parcel is divided for development.

The site is currently zoned PLI where the church is, R-2 along the southern edge, and a small B-1 lot located at the intersection of Green Meadow Dr. and the future Horseshoe Bend Rd.. Rezoning the housing portion of the lot to R-3 or R-4 would be required for the proposed housing development. R-3 would match the zoning to the south and north of the site, R-4 would match existing zoning along Green Meadow Dr. and further north of the site. Both R-3 and R-4 allow for multifamily housing of three or more units. R-4 provides for some additional compatible nonresidential uses, such as business offices and compatible services such as adult daycare. R-3 height limit is 36' and the R-4 height limit is 42'. Allowable lot coverage in R-3 is 40% maximum and in R-4 it is 60% maximum. Other dimensional standards are the same. The proposed small market lot would need to remain zoned B-1 to accommodate this use. At this point, the design team believes that either alternative site plan (2a or 2b) could be designed to comply with either zoning designation (R-3 or R-4).

The site will have to go through a subdivision process before it can be developed. It is anticipated that the development will not qualify for minor subdivision review because it will involve more than (5) five lots. The parcel will therefore need to go through a major subdivision review. The loop street dedicated to the city will bisect areas as will the three major final landowners (ORLC, Trust Montana, and RMDC). A preliminary look at how lots might be designated is shown below. Orange represents Trust Montana land, blue represents RMDC land, yellow represents ORLC land, green represents parkland dedication and brown indicates the one commercial lot for a market. Major subdivisions are heard by the Planning Board prior to consideration by the City Commission.



ii.B. REGULATORY COMPLIANCE AND PERMITS

Describe issues that need to be addressed concerning compliance (for either a new building or a rehabilitated building) with appropriate regulations such as the International Building Code and other relevant codes, zoning issues, asbestos, lead-based paint, permits, handicapped accessibility (American Disabilities Act and HUD 504 regulations), designated 100-year flood plains, and other applicable federal, state, local or tribal requirements.

2. Existing Regulatory Authority: the City of Helena will permit and administer compliance with the current International Building Code (IBC), Fire Code, and associated current mechanical and electrical codes. All proposed housing will meet current building codes and will have to be reviewed, permitted, and inspected by the city building department. RMDC's funding sources also typically have additional quality control requirements that will have to be met and their investors will have additional regular inspection requirements.

3 Accessibility Requirements: In addition to the provisions of the IBC, the Americans with Disabilities Act per ANSI A117.1 will be followed where it does not conflict with the IBC. New construction accessibility requirements would be incorporated into the design. The development will have to meet the standards of the Fair Housing Act and each individual housing partner will have to comply with applicable ADA Act standards based on the type of housing they provide. Any partner that receives federal financial assistance for the development will also have to comply with HUD Section 504.

4. Hazardous Materials: (see following appendix regarding the presence of asbestos and lead paint in any selected existing building materials.) New construction will not include these materials.

5. Federal, state, or tribal requirements: Green Meadow Drive (also known as State Secondary Highway 231) is a state-owned route thus the design of the proposed intersection of Horseshoe Bend and Green Meadow Dr. must be completed in consultation with the Department of Transportation. A traffic impact study will have to be completed before the Montana Department of Transportation will provide their requirements for this intersection. Indications have been made that, depending on the increased traffic impact, a right-hand turn lane on Green Meadow may be required.

No other federal, state, or tribal requirements are believed to apply.

Flood plain: The site is not located within designated 100-year flood plains. See appendix for floodplain maps from regulatory agencies.

ii. ALTERNATIVE ANALYSIS**ii.C.**

Description of alternative solutions. Describe each alternative design, building, or site considered - i.e. alternative building sites considered for new construction.

ii.C. LAND ACQUISITION ISSUES

Identify sites to be purchased or leased and any easements needed, if applicable. Specify whether these properties are currently owned, to be purchased or leased, and whether options have been obtained, contingent upon receipt of funding.

In order for the OLRC land to be developed into affordable housing, the available portion of the site will need to be purchased. Currently, no purchase options have been obtained. Setbacks/easements are not anticipated to be a challenge for the project. An anticipated partnership with the City of Helena as well as a subdivision process is likely. Applicable Easements/Setbacks are per City of Helena zoning requirements.

Alternative 1 - No work (no land acquisition)

Alternative 2 - New Construction, pre-existing site in Lewis and Clark County, MT, would need to be purchased from ORLC.

The land proposed for development is owned by Our Redeemer's Lutheran Church. The church is party to this study and has proposed the sale of approximately 11.1 acres of their land for the expressed purpose of affordable housing. Approximately 1.4 acres of that is undevelopable and should be designated open space/park land. The proposed sale price is \$1.4 million. The church will need to be granted an easement across the property that allows them to connect their parking lot to Horseshoe Bend Road for a second means of ingress and egress. The church has agreed to provide the development an easement across their retained portion of property to access an existing city sewer main north of their community garden.

The church has a great deal of interest in seeing this land developed for affordable housing and understands that part of what the partners to this project may need to see this project move forward is patience and commitment to the outcome.

Final sale of church property will need to be affirmed by majority vote at a congregational meeting complying with church bylaws.



RMDC'S RED ALDER DEVELOPMENT

ii. ALTERNATIVE ANALYSIS**ii.D.**

Description of alternative solutions. Describe each alternative design, building, or site considered - i.e. alternative building sites considered for new construction.

ii.D. ENVIRONMENTAL CONSIDERATIONS

For the alternative selected for the project, discuss the following:

1. AFFECTED ENVIRONMENTAL CONSEQUENCES - Describe and document the environmental resources of the area to be affected (see the Full Environmental Checklist). The checklist must be attached as part of this report. If there has been a previous environmental assessment completed for the project area, please include a copy of the assessment in addition to the completed checklist. Identify each environmental resource that will be affected, as applicable.

2. MITIGATION - Evaluate appropriate short and long-term measures to mitigate each potentially adverse impact. Describe the mitigation measure(s) necessary to minimize adverse impacts upon identified environmental resources. Projects contemplating the renovation of existing structures should thoroughly discuss mitigation measures to address asbestos and lead-based paint, where identified, in accordance with federal and state requirements.

3. CORRESPONDENCE - Include any environmentally-related correspondence and agency comments (e.g. comments from the State Historic Preservation Office) as required by the Uniform Environmental Checklist, e.g. the State Historic Preservation Office (SHPO).

4. EXHIBITS / MAPS - Include any exhibits, maps or drawings as applicable to describe potential environmental impacts.

Alternative 1: Nothing is done, and the land remains vacant. Agricultural use of the site has already ceased as no irrigation facilities remain on the land.

Alternatives 2A and 2B - Mitigation of any potentially adverse impacts, including the following items:

1. Loss of agriculture: The tract of land would be permanently removed from future agriculture use, but the land is not used for agriculture presently, so this does not represent a change of status.

2. Loss of farmland soil: Existing soil types indicate prime farmland, if irrigated. Soil productivity would be lost when space is occupied by development. To mitigate this impact, existing topsoil should be salvaged during construction and used onsite or elsewhere to support plant growth.

3. Soils suitability and Groundwater: Geotechnical investigations for the church building showed groundwater depths of 8'-9'. Due to this relatively high groundwater, geotechnical recommendations were to elevate slab-on-grade floor systems and to provide sumps at crawlspaces. Soils investigations for the church building revealed primarily sandy lean clay or clayey sand with varying amounts of gravel and cobble overlying poorly graded gravel with silt, sand, and frequent cobbles. The clayey soils indicate a medium degree of volume expansion. The poorly graded gravel foundation subgrade soils are considered satisfactory for standard strip footings once required compaction is achieved. Because of the relatively low lying and flat nature of the site, slab-on-grade floors required structural backfill to raise the grade above existing.

It is anticipated that final design recommendations for housing on the property will recommend slab-on-grade floors be used instead of crawlspaces to mitigate the impact of high groundwater. Final floor elevation decisions will have to weigh the benefit of additional height against accessibility requirements. Existing soils are also considered corrosive to ductile iron and steel. For buried metallic elements, a mastic coating or cathodic protection will need to be provided.

4. Noxious weeds: Noxious weeds would be expected to occur within the property boundary due to the proximity of seed sources and traffic along Green Meadow Drive. Control of noxious weeds would continue to be the responsibility of the housing developers.

ii.D. ENVIRONMENTAL CONSIDERATIONS

5. Street maintenance: Additional city streets will be constructed including Horseshoe Bend Rd. and the proposed interior loop road. All streets will be built to city complete streets standards and provide year-round access. Streets will need to be maintained throughout the winter months with standard snow removal process. Increased burden placed on existing equipment and crews should be ameliorated with augmented tax base from the development.

6. Traffic impact: A Traffic Impact Study will need to be completed to determine the impact on existing intersections and to determine state requirements for the intersection of Horseshoe Bend Road and Green Meadow Drive.

7. Schools: The proposed residential units would be expected to add additional children to the school system. Habitat (33) and YWCA (10) units can all be expected to include children. At an average rate of 1.5 children per household, this could be approximately 65 children. RMDC plans to have approximately 2/3 of their units be one-bedroom units and 1/3 be two-bedroom units. Assuming only two-bedroom units would include children, alternative 2A would add 39 children and alternative 2b would add 30 more children. Therefore, total children for alternative 2A would be 119 and total children for alternative 2B would be 110. The number would theoretically be evenly distributed across the school system (50% in elementary school, 20% in middle school and 30% in high school). The site sits within the Four Georgians/CR Anderson/Capital High School district. The increased property tax base would augment funding of schools and the school district has expressed support for the project and said that they would be able to accommodate this growth.

8. Stream protection: Crystal Springs Creek runs across the southwest corner of the property and there is a 0.01-acre wetland area associated with this creek and located between the existing culverts (North Benton Avenue and Horseshoe Bend Road). The connection of Horseshoe Bend Road to Benton Ave. would require a Stream Protection Act – 124 Permit from the Montana Fish Wildlife and Parks, as well as a Clean Water Act Section 404 Permit through the U.S. Army Corps of Engineers. Impacts are expected to be insignificant. City subdivision requirements will dictate a 200' setback from the stream making approximately 1.3 acres in the southeast corner of the site undevelopable. The dedication of this corner of the lot to open space/parkland would preserve this wetland area and be a continuation of existing stream corridors within the adjoining subdivisions. The dedication of parkland along the stream corridor will limit impacts to the stream.

See appendix for environmental correspondence with regulatory agencies.

Environmental checklist continues on next page.

ii. ALTERNATIVE ANALYSIS**ii.D.**

Description of alternative solutions. Describe each alternative design, building, or site considered - i.e. alternative building sites considered for new construction.

SECTION D --- UNIFORM ENVIRONMENTAL CHECKLIST

IMPORTANT: As soon as the Applicant decides to submit an application for federal funds, e.g., HOME, CDBG, etc., it must cease all activities for the project, regardless of the source of funds to be used to fund the activities, except for activities that are considered "Exempt". Activities may not proceed until the applicable environmental clearance has been achieved and the Grantee receives a letter.

Please complete this section of the application to determine if there are any potential environmental impacts to your project. If awarded funds, CDBG and HOME will require an Environmental Review prior to release of funds.

At the application stage, you may not know the exact impacts of and mitigation measures for all the environmental issues. The Uniform Environmental Checklist provides a tool for applicants to initially evaluate the environmental circumstances that may affect the proposed projects and raises the applicant's awareness of possible problems. Environmental issues may result in additional project costs and time for project completion. Identification of these issues at the application state helps determine the amount of funds needed for the project and allows to early discussion of ways to mitigate concerns.

Again, we do not expect applicants to have completed an Environmental Review or Assessment before application; however, if funds are awarded the applicant must have the capacity to conduct an Environmental Review prior to release of funds. If the applicant is a certified Community Housing Development Organization (CHDO), the unit of local government in whose jurisdiction the project is located, must complete the Environmental Review or Assessment.

Enter the name of the applicant's Environmental Certifying Officer who will ultimately complete the project's environmental review and the name of the individual and title that completed this form.

Applicants must evaluate the potential impact of their project on its location as well as the impact of the location on the project. For example, a proposed housing rehabilitation project may impact certain historic structures, or the existence of a floodplain could impact the location of a proposed affordable housing development.

Following are descriptions for the five codes listed on the form:

N - No Impact Anticipated;
 NA - Not Applicable to This Project;
 B - Potentially Beneficial Impact;
 A - Potential Adverse Impact;
 P - Agency Approval or Permits Required; and
 M - Mitigation Actions Required.

List the appropriate code(s) in the "key" boxes that most accurately describe the impact. In some cases, it may be appropriate for the applicant to list more than one code for a single item. For example, of a potentially adverse impact has been identified, an agency approval or permit may also be required.

The applicant must describe impacts in the "comments" section on this form. Please identify the sources of information that were consulted to assess the potential impact.

Sources of information must be included and can include studies, plans, documents or the persons, organizations or agencies contacted. (Note: The "Comments and Sources of Information" boxes will expand as you type in the information.)

Where a potential adverse impact is projected, the applicant must provide:

1. a brief description of any reasonable alternatives and a justification of the proposed alternative; and
2. list possible short and long-term measures to mitigate the potential adverse impact.

In most cases, applicants will be able to simply provide a brief response directly on the form. If a longer response is required, the applicant can type it on a separate sheet and

UNIFORM ENVIRONMENTAL CHECKLIST

OUR REDEEMER'S LUTHERAN CHURCH AFFORDABLE HOUSING STUDY / PAR

Name of Environmental Certifying Officer and Title

Name of Person Preparing this Form and Title

Becky Lawson, AIA, NCARB - Architect - SMA Architecture + Design

Key Letter: N - No Impact NA - Not Applicable B - Potentially Beneficial
A - Potentially Adverse P - Approval/Permits Required M - Mitigation Required

PHYSICAL ENVIRONMENT

Key N	1. Soil Suitability, Topographic and/or Geologic Constraints (e.g., soil slump, steep slopes, subsidence, seismic activity). <i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena. Nearby construction of a church and other housing has not revealed any issues.
Key NA	2. Hazardous Facilities (e.g., power lines, hazardous waste sites, acceptable distance from explosive and flammable hazards including chemical/petrochemical storage tanks, underground fuel storage tanks, and related facilities such as natural gas storage facilities & propane storage tanks). <i>Comments and Source of Information:</i> Project has no adjacency of concern to any of the listed facilities.
Key P, M	3. Effects of Project on Surrounding Air Quality or Any Kind of Effects of Existing Air Quality on Project (e.g., dust, odors, emissions) <i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena. All work will be completed by licensed, insured, and bonded contractors ensuring no negative impact to surrounding air quality. No effect on surrounding air quality is anticipated.
Key N	4. Groundwater Resources & Aquifers (e.g., quantity, quality, distribution, depth to groundwater, sole source aquifers) <i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena, which will connect to existing city water resources. No impact on groundwater is anticipated. The development will not include basements or other construction due to groundwater resources present.
Key N	5. Surface Water/Water Quality, Quantity & Distribution (e.g., streams, lakes, storm runoff, irrigation systems, canals) <i>Comments and Source of Information:</i> Project is adjacent to Crystal Springs Creek. Project will comply with already articulated required setbacks from the area.
Key N	6. Floodplains & Floodplain Management (Identify any floodplains within one mile of the boundary of the project.) <i>Comments and Source of Information:</i> Site is not within the floodplain (see appendix).
Key N	7. Wetlands Protection (Identify any wetlands within one mile of the boundary of the project.) <i>Comments and Source of Information:</i> Project is adjacent to Crystal Springs Creek. Project will comply with already articulated required setbacks from the area.
Key N	8. Agricultural Lands, Production, & Farmland Protection (e.g., grazing, forestry, cropland, prime or unique agricultural lands) <i>Comments and Source of Information:</i> Some surrounding lands are currently used for agricultural uses. The land proposed for development has not been utilized for farming in many years.

ii. ALTERNATIVE ANALYSIS

ii.D.

Description of alternative solutions. Describe each alternative design, building, or site considered - i.e. alternative building sites considered for new construction.

Key Letter: N - No Impact/ Not Applicable B - Potentially Beneficial A - Potentially Adverse
P - Approval/Permits Required M - Mitigation Required

Key N	9. Vegetation & Wildlife Species & Habitats, Including Fish (e.g., terrestrial, avian and aquatic life and habitats) <i>Comments and Source of Information:</i> No vegetation or wildlife species or habits will be impacted by this project.
Key N	10. Unique, Endangered, Fragile, or Limited Environmental Resources, Including Endangered Species (e.g., plants, fish or wildlife) <i>Comments and Source of Information:</i> No impact to unique, endangered, fragile, or limited environmental resources.
Key N	11. Unique Natural Features (e.g., geologic features) <i>Comments and Source of Information:</i> Comments and Source of Information: There are no unique natural features known to be present.
Key N	12. Access to, and Quality of, Recreational & Wilderness Activities, Public Lands and waterways, and Public Open Space. <i>Comments and Source of Information:</i> Access to local creeks is nearby, which will be maintained with a park like setting due to required building setbacks.
HUMAN POPULATION	
Key B	1. Visual Quality - Coherence, Diversity, Compatibility of Use and Scale, Aesthetics <i>Comments and Source of Information:</i> Comments and Source of Information: Project consists of new construction within the City of Helena, adjacent to other recently developed housing. An emphasis on coherence with the surrounding structures will be maintained through design of the project(s).
Key N	2. Nuisances (e.g., glare, fumes) <i>Comments and Source of Information:</i> No nuisances are anticipated from construction.
Key N	3. Noise - suitable separation between noise sensitive activities (such as residential areas) and major noise sources (aircraft, highways & railroads) <i>Comments and Source of Information:</i> Project consists of new construction of housing within the City of Helena, adjacent to other recently developed housing. Typical temporary construction noises are anticipated.
Key N	4. Historic Properties, Cultural, and Archaeological Resources <i>Comments and Source of Information:</i> Project and site are not historically significant (as there are no structures or known cultural evidence left) per Montana SHPO.
Key B	5. Changes in Demographic (population) Characteristics (e.g., quantity, distribution, density) <i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena, adjacent to other recently developed housing. Affordable housing is planned for the project, which would benefit current and future Helena housing demographics.
Key B	6. General Housing Conditions - Quality, Quantity, Affordability <i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena, adjacent to other recently developed housing. Affordable housing is planned for the project, which would benefit current and future Helena housing demographics.
Key B	7. Displacement or Relocation of Businesses or Residents <i>Comments and Source of Information:</i> No displacement or relocation of businesses or residents will occur, as this portion of the project site is currently undeveloped.
Key B	8. Public Health and Safety <i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena, adjacent to other recently developed housing. Safe and affordable housing is planned for the project, providing additional opportunities for people to have safe housing.
Key N	9. Lead Based Paint, Asbestos and/or Mold <i>Comments and Source of Information:</i> No structures currently exist on the portion of the site to be developed. New construction will not contain these environmental hazards.

Key Letter: N - No Impact/ Not Applicable B - Potentially Beneficial A - Potentially Adverse
P - Approval/Permits Required M - Mitigation Required

Key B	10. Local Employment & Income Patterns - Quantity and Distribution of Employment, Economic Impact <i>Comments and Source of Information:</i> Employment and economic patterns will be improved with the new construction of affordable housing within the City of Helena, adjacent to other recently developed housing. Affordable housing availability will improve local employment and income.
Key B	11. Local & State Tax Base & Revenue <i>Comments and Source of Information:</i> Employment and economic patterns will be improved with the new construction of affordable housing within the City of Helena, adjacent to other recently developed housing. The local and state tax base will increase proportionately to the project.
Key B	12. Education Facilities - Schools, Colleges, Universities <i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena, adjacent to other recently developed housing. Affordable housing availability positively affects these facilities; if people can afford housing, then they may seek educational opportunities or jobs at these facilities.
Key B	13. Commercial and Industrial Facilities - Production & Activity, Growth or Decline <i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena, adjacent to other recently developed housing. Affordable housing availability positively affects these facilities; if people can afford housing, then they may seek or maintain jobs at these facilities.
Key B	14. Health Care - Medical Services <i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena, adjacent to other recently developed housing. Safe and affordable housing is planned for the project, reducing potential safety hazards and reliance on health care services in response to substandard housing.
Key B	15. Social Services - Governmental Services (e.g., demand on) <i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena, adjacent to other recently developed housing. Safe and affordable housing is planned for the project, providing additional opportunities for people to reduce reliance on governmental services. Additionally, with the housing partners slated for the project, there will be less emergency sheltering / need for emergency housing for residents without affordable housing.
Key B	16. Social Structures & Mores (Standards of Social Conduct/Social Conventions) <i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena, adjacent to other recently developed housing.
Key B	17. Land Use Compatibility (e.g., growth, land use change, development activity, adjacent land uses and potential conflicts) <i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena, adjacent to other recently developed housing. Safe and affordable housing is planned for the project.
Key B	18. Energy Resources - Consumption and Conservation <i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena, adjacent to other recently developed housing. New construction will comply with current energy codes and requirements.
Key B	19. Solid Waste Management <i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena, adjacent to other recently developed housing, and will connect to modern solid waste systems.

ii. ALTERNATIVE ANALYSIS

ii.D.

Description of alternative solutions. Describe each alternative design, building, or site considered - i.e. alternative building sites considered for new construction.

Key Letter: **N** - No Impact/ Not Applicable **B** - Potentially Beneficial **A** - Potentially Adverse
 P - Approval/Permits Required **M** - Mitigation Required

Key N	20.	Wastewater Treatment - Sewage System
		<i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena, adjacent to other recently developed housing, and will connect to modern sewage systems.
Key N	21.	Storm Water - Surface Drainage
		<i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena, adjacent to other recently developed housing. Stormwater and surface drainage requirements will be met with the project design.
Key N	22.	Community Water Supply
		<i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena, adjacent to other recently developed housing, and will connect to modern community water.

Key Letter: N - No Impact/ Not Applicable B - Potentially Beneficial A - Potentially Adverse
P - Approval/Permits Required M - Mitigation Required

Key B	23. Public Safety - Police <i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena, easy accessible to the police. Additionally, several housing partners may have pre-existing coordination with Law Enforcement, likely increasing patrols in the area.
Key B	24. Fire Protection - Hazards <i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena, and will comply with current building and life safety codes. The development will be designed in close coordination with the City of Helena fire marshal and the design team will coordinate fire truck access and fire hydrants throughout.
Key NA	25. Emergency Medical Services <i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena, near multiple urgent care clinics as well as St. Peter's Healthcare - North Clinic.
Key B	26. Parks, Playgrounds & Open Space <i>Comments and Source of Information:</i> The development of this site is expected to include an exterior area for a park, playground, and/or open space.
Key B	27. Cultural facilities, Cultural Uniqueness & Diversity <i>Comments and Source of Information:</i> Project consists of new construction within the City of Helena, adjacent to other recently developed housing, and will increase diversity of incomes in the area.
Key N	28. Transportation Networks and Traffic Flow Conflicts (e.g., rail; auto including local traffic; airport runway clear zones - avoidance of incompatible land use in airport runway clear zones) <i>Comments and Source of Information:</i> Project and site development are not in conflict with any known transportation networks, traffic flow conflicts, or airport runway clear zones.
Key N	29. Consistency with Local Ordinances, Resolution, or Plans (e.g., conformance with local comprehensive plans, zoning, or capital improvement plans) <i>Comments and Source of Information:</i> Project will maintain consistency with all local ordinances, zoning, and capital improvement plans.
Key N	30. Is there a Regulatory Action on Private Property Rights as a Result of this Project? (Consider options that reduce, minimize, or eliminate the regulation of private property rights.) <i>Comments and Source of Information:</i> There are no regulatory actions on private property results are known.

end of environmental checklist

Description of alternative solutions. Describe each alternative design, building, or site considered - i.e. alternative building sites considered for new construction.

ii.E. CONSTRUCTION PROBLEMS

Discuss unique concerns such as geological constraints, limited access, underground storage tanks, high water table, asbestos, lead-based paint, contaminated soil, noise, odors, or other conditions that may affect cost of construction or operation of the facility.

The natural environment and existing infrastructure are factors to be examined when considering the potential development of the subject property.

According to Lewis and Clark County's Growth Policy (Feb. 2004) the Helena valley is located within the Intermountain seismic belt, part of Zone 3, which means that an earthquake can cause major damage. In areas with shallow ground water depth, liquefaction susceptibility is a factor to be considered. A ground liquefaction – susceptibility map found in the City of Helena's Growth Policy (2019) identifies the subject property to be in an area with low susceptibility.

Further groundwater investigation revealed a borehole study in the adjoining Stone Meadows subdivision, which found groundwater at 10 to 15 feet below the surface (Pioneer 2007). In 1999, several borings were completed along the southern property boundary as part of the Fort Harrison wastewater connection to the City of Helena (Maxim 1999). Groundwater levels were observed at the 9.5 foot level in the center of the property. On the west side of Green Meadow Drive, groundwater was found 10 feet below the surface in August of 2006 (MDA 2006).

Research also shows no leaking storage tanks or contaminated soils found on or near the subject property. The closest proximity of any underground fuel storage tanks would be the Green Meadow Market, which is located along Green Meadow Drive, approximately 0.25 mile south of the subject property. With the historical agricultural use of the property, soil contamination is not anticipated to be encountered.

Existing infrastructure to note would be the overhead power lines along the west property line and, a 12 inch water main adjacent to and within the Green Meadow right-of-way. This water main serves both the Stone Meadow and Green Meadow subdivisions to the immediate north to the subject property.

Also, found bisecting the property west to east is a 10 inch high-pressure gas main, which burial depth is 4 to 5 feet. The gas main is located in the middle of an existing 30 foot wide no-build utility easement.

Foundations: It is anticipated that final design recommendations for housing on the property will recommend slab-on-grade floors

be used instead of crawl spaces to mitigate the impact of high groundwater. Final floor elevation decisions will have to weigh the benefit of additional height against accessibility requirements. Slab-on-grade construction is typically less expensive than construction on crawl space, but savings may be offset by the need to bring in structural fill below slabs and entries to elevate floor levels and create suitable drainage away from buildings while maintaining accessibility.

Phasing: Due to the nature of the type of housing proposed, every housing partner will be trying to secure subsidy for their constructions in addition to subsidy for site access and infrastructure development to assure the affordability of the housing in the current construction climate. Securing the necessary funds will take time and housing partners may be forced to stagger federal grant requests so that they are not competing with one another. The nature of trying to create affordability means that development will likely take longer than privately financed market-rate construction and costs of construction may continue to escalate during the implementation.

Rocky Mountain Development Council is proposing to apply for competitive tax credits combined with a competitive HOME or CDBG Housing Grant as well as a traditional mortgage and to complete their portion of the project in two phases.

Habitat for Humanity may also be tapping HOME and CDBG funding, but they also benefit from volunteer labor, sweat equity, donated materials from national companies, and their non-profit status. Ultimately, their primary source of funding is the affordable loans Habitat homeowners receive. They are also able to access down payment assistance programs for some of their buyers.

The YWCA is also likely to pursue a HOME or CDBG Housing Grant for funding, which would be coordinated and planned with the other partners in terms of timing. They also currently anticipate being one of the final pieces of the plan to be completed due to other projects being progressed. YWCA Helena has a strong history in raising funds from private donors and funders and anticipates a capital campaign to complete the proposed project.

Extensive outreach to the neighborhood community, partnered with ORLC, has already occurred and will continue throughout any construction process.

ii.F. COST ESTIMATES FOR EACH ALTERNATIVE

For each alternative considered, include both:

1. Project Costs (i.e. Administrative, financial, engineering, architecture, and construction costs) and

Project cost estimates continue on the following pages for Alternatives 2. Since Alternative 1 consists of no work, it is not shown.

2. Projected Annual Operation and Maintenance Costs

- in responding to items 1 and 2 for PUBLIC FACILITIES projects, consult the Uniform Application for Montana Public Facility Projects; and Appendix F for Special Requirements for Projects involving Non-Profit Agencies or For-Profit Organizations for other Public Agencies of the CDBG Application Guidelines, Section C, Financial Analysis of the Uniform

For the Alternative 2 (New Construction) the annual operation and maintenance costs will include the following categories (and would appropriately scale with the size and scope of each alternate):

- | | |
|---|---|
| <ol style="list-style-type: none"> i. Overhead Operational Cost Categories - Indirect 1. Insurance <ol style="list-style-type: none"> a. Property b. Risk c. Umbrella 2. Power and Light 3. Communication / Internet 4. Water and Sewer 5. Property Taxes 6. Other | <ol style="list-style-type: none"> ii. Overhead Operational Costs Categories – Direct 1. Labor 2. Food and expendable costs 3. Maintenance 4. Repairs 5. Other (i.e. furniture, fixtures, etc.) |
|---|---|

For new construction alternatives, possible funding strategies may include ARPA funding, tax increment financing, low income tax credit housing programs, etc. The preliminary opinion of costs indicated on the following pages would be on top of the outlined categories above.

ii. ALTERNATIVE ANALYSIS**ii.F.**

Description of alternative solutions. Describe each alternative design, building, or site considered - i.e. alternative building sites considered for new construction.

ii.F. COST ESTIMATES FOR EACH ALTERNATIVE

Alternative 1 is doing nothing and therefore has no costs associated.

Alternatives 2A and 2B:

Development costs for the site remain the same for each alternative. The difference between Alternative 2A and 2B is what the final site development cost per unit is.

The cost for design and installation of Horseshoe Bend is contractually supposed to be equally shared between the two adjacent landowners (currently Our Redeemer's Lutheran Church to the north and Scenic Developers to the south) so only half of the cost of the road and intersection is included in the estimate.

Affordable housing cannot be obtained without infusion of public and/or private subsidy. Each of the housing non-profits that are party to this study is well-versed in obtaining grant and loan subsidy for building construction, but the impacts of site development costs are large and will require subsidy in either alternative. All subsidies obtained directly impact the final cost of housing to all low and moderate-income tenants and homeowners ultimately served by the development.

Development Costs are estimated on subsequent pages. The Site Development Cost Summary's explain the differences between Alternative 2A and 2B in terms of cost/unit and cost/sf. Cost/sf summaries include the entire land area (inclusive of easements, roadways, etc.), not just building lots, and therefore cannot be used to derive lot transfer costs.

In an unsubsidized scenario, the difference between Alternative 2A and 2B is approximately \$5,500/unit with Alternative 2B being the more costly approach because fewer units are provided to share the cost.

Each development cost summary also includes a Site Development Cost Summary with Subsidy. In these summaries, the project team shows what the effect of a \$2.4 million public subsidy would be on the two cost models as the project team is requesting that the City of Helena allocate \$2.4 million ARPA funds to the land acquisition and development of Horseshoe Bend Rd. to initiate this project. In these subsidized scenarios, the cost/unit difference between Alternative 2A and 2B drops to just \$2,600/unit.

What is most unique about this proposal is the utilization of the land trust model, because by using this land management model, public subsidy offered to site development costs today is really a "pay it forward" model in which the subsidy gains value over time towards the goal of maintaining affordable housing in the community. This table compares a modest 4.94% market rate increase to Trust Montana's 1.5% per year equity restriction. The subsidy invested in a Community Land Trust (CLT) development grows over time in rising markets, in comparison with the surrounding market rate homes. With an approximately \$20,000 per unit initial development subsidy, the return on that investment over the next 28 years is exponential. The number of families served by the homes also grows over time, as the home is affordable to the initial buyer and all subsequent buyers. The average household moves every seven years, which means each Habitat-Trust Montana home could serve up to seven households over a 50-year period.

ii.F. COST ESTIMATES FOR EACH ALTERNATIVE

Sale	CLT Sale Price	Market Rate Comp	Subsidy Growth
1st Sale	\$ 280,000	\$ 300,000	\$ 20,000
2nd Sale	\$ 309,400	\$ 403,710	\$ 94,310
3rd Sale	\$ 341,887	\$ 543,273	\$ 201,386
4th Sale	\$ 377,785	\$ 731,082	\$ 353,297
5th Sale	\$ 417,453	\$ 983,817	\$ 566,364
			\$ 546,364
			2732%

What that growth in subsidy means for low to moderate-income homeowners, is that the family cost burden also drops with each sale.

ii. ALTERNATIVE ANALYSIS

ii.F.

Description of alternative solutions. Describe each alternative design, building, or site considered - i.e. alternative building sites considered for new construction.

ii.F. COST ESTIMATES FOR EACH ALTERNATIVE

Cost Burden for CLT Homeowners at Max Income Limit



With site development costs estimated to be between \$40,000 and \$35,000 per unit (depending on the alternative selected) unsubsidized, the project is infeasible as an affordable housing development. Even with presumed grant subsidy to the building construction portion, the burden of the development costs makes the cost of housing exceed the needed bracket of affordability.

The infusion of \$2.4 million in site development subsidy would reduce the average cost of a unit by \$18,000-\$21,000.

2A

ii.F. COST ESTIMATES FOR EACH ALTERNATIVE

ORLC Housing Project - Estimate of Site Development Costs - Alternative 2A						
May-22	# of Units		131			13.41 units/acre
	Site size		425,494.65 sf			9.7680 acres
	# of Residential Buildings		20			
GENERAL						
Item		Units	Qty	\$/Unit	Share Total	Notes
Mobilization	Included in General Conditions	Is	0	\$50,000	\$0	
BMP's/SWWP	Included in General Conditions	Is	0	\$15,000	\$0	
Bond	Included in General Conditions	Is	0		\$0	
Testing	Included in General Conditions	Is	0	\$13,000	\$0	
Surveying		Is	1	\$64,000	\$64,000	
Site Clearing & Grubbing		Is	1	\$5,000	\$5,000	
Strip topsoil & Store		Is	1	\$50,000	\$50,000	
UTILITIES						
Item		Units	Qty	\$/Unit	Total	Notes
Sewer pump station fees		Is	1	\$50,000	\$50,000	
Sewer Service mains- Horseshoe Bend	existing		0	\$100	50%	\$0 Existing
Water Service mains- Horseshoe Bend			1300	\$130	50%	\$84,500 shared with Scenic Developers
Sewer Service mains- extension to road from north manhole			350	\$100	\$35,000	
Sewer Service mains in street- Interior			1360	\$100	\$136,000	
Water Service mains in street- Interior			1360	\$130	\$176,800	Includes fire hydrants, mains & services
Power service			1	\$130,000	\$130,000	
Gas service			1	\$0	\$0	
Communications	typically no charge		1	\$0	\$0	
ROADWAYS						
Item		Units	Qty	\$/Unit	Total	Notes
Complete Streets - Horseshoe Bend			1300	\$300	50%	\$195,000 shared with Scenic Developers
Green Meadow Access/turn lanes			1	\$500,000	50%	\$250,000 shared with Scenic Developers
Complete Streets - Interior Roadway			1360	\$300	\$408,000	
Street signage			1	\$5,600	\$5,600	
STORMWATER						
Item		Units	Qty	\$/Unit	Total	Notes
Storm water systems			1	\$120,000	\$120,000	
PARKING						
Item		Units	Qty	\$/Unit	Total	Notes
Parking - by housing developer			0	\$2,000	\$0	
Pavement Marking - by housing developer			0	\$10,000	\$0	
LANDSCAPING						
Item		Units	Qty	\$/Unit	Total	Notes
Common Area Landscaping, irrigation			54,000.00	\$2.25	\$121,500	
Irrigation Well			2	\$15,000	\$30,000	
Yard Hydrants			3	\$4,500	\$13,500	
Wetlands restoration			1	\$25,000	\$25,000	
Fencing			1	\$12,000	\$12,000	
Site Lighting			20	\$4,000	\$80,000	
SHARED AMENITIES						
Item		Units	Qty	\$/Unit	Total	Notes
Playground Allowance			1	\$100,000	\$100,000	
Other parks amenities			1	\$25,000	\$25,000	
Wetlands restoration			1	\$25,000	\$25,000	
Trails			1	\$35,000	\$35,000	
Mailbox clusters			17	\$4,000	\$68,000	
Dumpster enclosures			6	\$5,000	\$30,000	
Public Transportation Drop off/Pick up			1	\$15,000	\$15,000	
CONSTRUCTION COST SUMMARY						
Site Development Construction Subtotal					\$2,289,900	
General Conditions	6%				\$137,394.00	
Overhead & Profit	12%				\$274,788.00	
Contingency	5%				\$114,495.00	
Total Site Construction Cost					\$2,816,577.00	
DEVELOPMENT FEES						
Item		Units	Qty	\$/Unit	Total	Notes
Civil Design Fees			10%	\$228,990	\$228,990	
City Subdivision Fees	Is		1	\$15,000	\$15,000	
Traffic Impact Study	Is		1	\$15,000	\$15,000	
Developer Fee			2.5%	\$57,248	\$57,248	
Appraisal Fee	Is		1	\$5,000	\$5,000	
LAND						
Item		Units	Qty	\$/Unit	Share Total	Notes
Site Acquisition	Is		1	\$1,400,000	\$1,400,000	
ORLC Housing Project - Estimate of Site Development Costs - Alternative 2A						
SITE DEVELOPMENT COST SUMMARY WITHOUT SUBSIDY					\$4,537,815	Summary
						cost/sf
						\$10.66
						cost/unit
						\$34,640
ORLC Housing Project - Estimate of Site Development Costs - Alternative 2A						
PROJECT SUBSIDY						
City of Helena	Is		1	\$(2,400,000.00)	-\$2,400,000	
SITE DEVELOPMENT COST SUMMARY WITH SUBSIDY					\$2,137,815	Summary
						cost/sf
						\$5.02
						cost/unit
						\$16,319

ii. ALTERNATIVE ANALYSIS

ii.F.

Description of alternative solutions. Describe each alternative design, building, or site considered - i.e. alternative building sites considered for new construction.

ii.F. COST ESTIMATES FOR EACH ALTERNATIVE



PRELIMINARY PROPOSED DEVELOPMENT VIEW

2B

ii.F. COST ESTIMATES FOR EACH ALTERNATIVE

ORLC Housing Project - Estimate of Site Development Costs - Alternative 2B

May-22	# of Units	113	11.57 units/acre
	Site size	425,494.65 sf	9.7680 acres
	# of Residential Buildings	20	

GENERAL

Item	Units	Qty	\$/Unit	Share Total	Notes
Mobilization	Included in General Conditions	Is	0	\$50,000	\$0
BMP's/SWWP	Included in General Conditions	Is	0	\$15,000	\$0
Bond	Included in General Conditions	Is	0		\$0
Testing	Included in General Conditions	Is	0	\$13,000	\$0
Surveying		Is	1	\$64,000	\$64,000
Site Clearing & Grubbing		Is	1	\$5,000	\$5,000
Strip topsoil & Store		Is	1	\$50,000	\$50,000

UTILITIES

Item	Units	Qty	\$/Unit	Total	Notes
Sewer pump station fees	Is	1	\$50,000	\$50,000	
Sewer Service mains- Horseshoe Bend	existing	0	\$100	50%	\$0 Existing
Water Service mains- Horseshoe Bend		1300	\$130	50%	\$84,500 shared with Scenic Developers
Sewer Service mains- extension to road from north manhole		350	\$100	\$35,000	
Sewer Service mains in street- Interior		1360	\$100	\$136,000	
Water Service mains in street- Interior		1360	\$130	\$176,800	Includes fire hydrants, mains & services
Power service		1	\$130,000	\$130,000	
Gas service		1	\$0	\$0	
Communications	typically no charge	1	\$0	\$0	

ROADWAYS

Item	Units	Qty	\$/Unit	Total	Notes
Complete Streets - Horseshoe Bend		1300	\$300	50%	\$195,000 shared with Scenic Developers
Green Meadow Access/turn lanes		1	\$500,000	50%	\$250,000 shared with Scenic Developers
Complete Streets - Interior Roadway		1360	\$300	\$408,000	
Street signage		1	\$5,600	\$5,600	

STORMWATER

Item	Units	Qty	\$/Unit	Total	Notes
Storm water systems		1	\$120,000	\$120,000	

PARKING

Item	Units	Qty	\$/Unit	Total	Notes
Parking - by housing developer		0	\$2,000	\$0	
Pavement Marking - by housing developer		0	\$10,000	\$0	

LANDSCAPING

Item	Units	Qty	\$/Unit	Total	Notes
Common Area Landscaping, irrigation		54,000.00	\$2.25	\$121,500	
Irrigation Well		2	\$15,000	\$30,000	
Yard Hydrants		3	\$4,500	\$13,500	
Wetlands restoration		1	\$25,000	\$25,000	
Fencing		1	\$12,000	\$12,000	
Site Lighting		20	\$4,000	\$80,000	

SHARED AMENITIES

Item	Units	Qty	\$/Unit	Total	Notes
Playground Allowance		1	\$100,000	\$100,000	
Other parks amenities		1	\$25,000	\$25,000	
Wetlands restoration		1	\$25,000	\$25,000	
Trails		1	\$35,000	\$35,000	
Mailbox clusters		17	\$4,000	\$68,000	
Dumpster enclosures		6	\$5,000	\$30,000	
Public Transportation Drop off/Pick up		1	\$15,000	\$15,000	

CONSTRUCTION COST SUMMARY

Site Development Construction Subtotal				\$2,289,900	
General Conditions	6%			\$137,394.00	
Overhead & Profit	12%			\$274,788.00	
Contingency	5%			\$114,495.00	
Total Site Construction Cost				\$2,816,577.00	

DEVELOPMENT FEES

Item	Units	Qty	\$/Unit	Total	Notes
Civil Design Fees	10%		\$228,990	\$228,990	
City Subdivision Fees	Is	1	\$15,000	\$15,000	
Traffic Impact Study	Is	1	\$15,000	\$15,000	
Developer Fee	2.5%		\$57,248	\$57,248	
Appraisal Fee	Is	1	\$5,000	\$5,000	

LAND

Item	Units	Qty	\$/Unit	Share Total	Notes
Site Acquisition	Is	1	\$1,400,000	\$1,400,000	

ORLC Housing Project - Estimate of Site Development Costs - Alternative 2B

SITE DEVELOPMENT COST SUMMARY WITHOUT SUBSIDY	\$4,537,815	Summary	
		cost/sf	\$10.66
		cost/unit	\$40,158

ORLC Housing Project - Estimate of Site Development Costs - Alternative 2B

PROJECT SUBSIDY			
City of Helena	Is	1	\$ (2,400,000.00)
			-\$2,400,000
SITE DEVELOPMENT COST SUMMARY WITH SUBSIDY	\$2,137,815	Summary	
		cost/sf	\$5.02
		cost/unit	\$18,919

iii. SELECTION OF THE PREFERRED ALTERNATIVE**iii.A.**

Provide an analysis of why the preferred alternative (design, building, or location) was selected over other alternatives.

iii.A. ANALYSIS OF ALTERNATIVE SOLUTIONS

Provide an analysis of why the preferred alternative (design, building, or location) was selected over other alternatives.

Focus groups involved in the 2018 Tri-County Housing Needs Assessment indicated interest in exploring a wider range of housing types and ownership models to meet the recognized demand. Nontraditional ownership models cited included housing land trust model, limited equity/deed restricted units, housing cooperatives, self-help/sweat equity, and resident owned communities. The land trust model proposed for the portions of the site to be developed by Habitat for Humanity and the YWCA will be precedent-setting for Helena and will ensure that subsidies offered to the development will not only have immediate impact, but will have ongoing, growing impact on future families in our community as the affordability of the property actually grows over time. Through public investment in this model, Helena could take a leadership role in affordable housing innovation.

Two alternative site plans were produced for this study, the first (2A) with 131 units in 1, 2 and 3-story buildings and the second (2B) with 113 units in 1 and 2-story buildings. Initial discussions about the urgency of housing needs and escalating costs of construction led the partnership to push for maximum density on the site, creating as many units as possible short of providing structured parking under buildings to increase density. Alternative 2A, with 131 units pushes this limit of density short of stacking housing over parking. It provides zoning-minimum off-street parking.

While maximizing the density does create more housing and reduces the overall cost of construction on a per unit basis, perhaps requiring less public subsidy, it also pushes the envelope of what is acceptable to the neighborhood and what is in keeping with the existing heights of the surrounding neighborhood.

Due to reactions to Alternative 2A garnered from the neighborhood and planning concerns about creating over-crowding situations, the design team now recommends Alternative 2B. Alternative 2B provides 113 new housing units in our community while more sensitively developing the neighborhood. The parking ratio of Alternative 2B is 1.33 spaces/unit. As a point of reference, the recently completed RMDC project at Red Alder Residences had a parking ratio of 1.55 spaces per unit.

Either development alternative requires public subsidy to feasibly create affordability. It is the design teams' sense that public subsidy is warranted good investment and also ought to recognize the concerns expressed by the neighborhood in the process. The design team holds no belief that all neighbors will be happy with the development, but also believes that reducing the overall density of the development will result in some neighbors rallying to support this project and the public funding aspect of it.

The following pages outline a ranking process undertaken to determine via a points ranking (5 total points - 1 point being the worst case and 5 points being the best). The criteria used to rank the options includes CDBG criteria as well as those considered by the stakeholder group as meaningful to the project. By collectively discussing and ranking these criteria, the preferred alternative is determined in a holistic and quantifiable process.



ORLC STAKEHOLDER PROCESS DURING PAR

iii.A. ANALYSIS OF ALTERNATIVE SOLUTIONS

Provide an analysis of why the preferred alternative (design, building, or location) was selected over other alternatives.

	GENERAL DESIGN REQUIREMENTS CRITERIA*			ADDITIONAL INFORMATION / COMMENTS	
	Alternative 1 NO WORK	Alternative 2A AFFORDABLE HOUSING - 131 UNITS	Alternative 2B AFFORDABLE HOUSING - 113 UNITS		
	RANKED 1 TO 5 POINTS, 5 BEING BEST				
1	Site Availability	5	5	5	Site is owned by Our Redeemer's Lutheran Church and available.
2	Square Footage Requirements	5	5	5	Available square footage for a variety of affordable housing.
3	Site Geometry and Topography	4	4	4	Site is generally flat and presents little challenge in terms of topography
4	Property Acquisition at a Reasonable Price	4	4	4	Site is owned by Our Redeemer's Lutheran Church and available.
5	Adequate Water Supply	3	3	3	To be designed and implemented as part of new construction of housing.
6	Adequate Wastewater Disposal	3	3	3	To be designed and implemented as part of new construction of housing.
7	Public Services such as Emergency Medical, Fire Protection, Law Enforcement and Solid Waste Pickup	5	5	5	Site is easy to find and navigate for public services.
8	Compatible Adjacent and Nearby Land Uses, Safety and Security, Traffic; Address hazards such as utility corridors or high traffic or other public safety hazards	5	5	5	Remainder of site remains Church, other surroundings are housing.
9	Access to paved streets and sidewalks for automobiles, emergency vehicles, deliveries, public transport, bicycles and pedestrians	5	5	5	Site is located within the City of Helena near major access roads.
10	Site conditions or (environmental or geologic) hazards presenting increased construction or operational costs such as expansive soils or high ground water	4	4	4	No adverse site conditions.
11	Handicapped accessibility (ADA and HUD 504)	1	5	5	Accessibility requirements accommodated through code compliant design.
12	Location with respect to significant aircraft routes or runway protection zones deemed hazardous by FAA	5	5	5	Site is not near significant aircraft routes or runway protection zones
13	Location with respect to 100- year floodway of floodplain storm water system as determined by FEMA maps	5	5	5	Not located within flood plain.
14	Local, state, tribal and federal statutory and code (IBC) requirements	5	5	5	Project will be designed per modern code requirements
15	*PROVIDED BY CDBG PAR OUTLINE.				
16	SUBTOTAL	59	63	63	
17					
18	STAKEHOLDER CRITERIA**			ADDITIONAL INFORMATION / COMMENTS	
19					
20	Neighborhood Approval Likely	1	3	5	The number of units and scale of structures, along with parking, has been reduced per neighborhood feedback.
21	Positive Impact on Available Affordable Housing	1	5	4	The amount of affordable housing in Helena would increase.
22	Walkability	1	5	5	New development layout is very walkable, with a path and parks.
23	Compliance with City and County Comprehensive plan and zoning	1	5	5	New development will comply.
24	*PROVIDED BY PAR STAKEHOLDER GROUP				
25	STAKEHOLDER CRITERIA SUBTOTAL	4	18	19	
26	CDBG CRITERIA SUBTOTAL	59	63	63	
27					
28	ALTERNATIVES DESCRIPTION	NO WORK	AFFORDABLE HOUSING - 131 UNITS	AFFORDABLE HOUSING - 113 UNITS	
29	CRITERIA RANKING	63	81	82	

iii. SELECTION OF THE PREFERRED ALTERNATIVE

iii.B.

Provide an analysis of why the preferred alternative (design, building, or location) was selected over other alternatives.

iii.B. SITE LOCATION AND CHARACTERISTICS

Discuss the site location of any current or proposed facilities, and why the preferred alternative was selected over other alternatives.

Per iii.A. the Alternative 2B is recommended as the Preferred Alternative for new construction to meet the need for affordable housing in Helena. This alternative is within the city limits of Helena, Montana, and will require new city water and sewer services, including gas and electricity. The site location and characteristics have been fully explained in Sections i.B.1, i.C.1. and i.C.2.



SITE VIEW



ALTERNATE 2: Existing Our Redeemer's Church Property

Location Description: 3580 N BENTON AVE, Helena, MT 59601

Legal Description: S18, T10 N, R04 W, C.O.S. 3189453, LOT 6A, IN SE4NE4 OUR REDEEMERS CHURCH CONDO MASTER

Total Land Area: 18.470 acres owned by Our Redeemer's Lutheran Church, includes church building and related improvements.

2

iii.C. PRELIMINARY ARCHITECTURAL PLANS

Discuss the site location of any current or proposed facilities, and why the preferred alternative was selected over other alternatives.

ALTERNATE 2B: Existing Our Redeemer's Church Property

Location Description: 3580 N BENTON AVE, Helena, MT 59601

Legal Description: S18, T10 N, R04 W, C.O.S. 3189453, LOT 6A, IN SE4NE4 OUR REDEEMERS CHURCH CONDO MASTER

Total Land Area: 18.470 acres owned by Our Redeemer's Lutheran Church, includes church building and related improvements.



- 1 MARKET
- 2 HABITAT 3-UNIT TOWNHOME
- 3 HABITAT 2-UNIT TOWNHOME
- 4 HABITAT 4-UNIT TOWNHOME
- 5 YWCA 12-UNIT BUILDING
- 6 YWCA 8-UNIT BUILDING
- 7 YWCA SUPPORT BUILDING
- 8 RMDC 14-UNIT BUILDING
- 9 RMDC 8-UNIT BUILDING
- 10 COMMUNITY BUILDING
- 11 HABITAT TRIPLEX
- 12 HABITAT DUPLEX
- 13 BUS STOP SHELTER

TOTALS:
 33 HABITAT HOMES
 60 RMDC RENTAL HOMES
 20 YWCA TRANSITIONAL HOMES
 113 TOTAL HOMES

82 (1.36) PARKING SPACES FOR RMDC
 20 PARKING SPACES FOR YWCA
 2 PARKING SPACES PER HAHH DUPLEX
 1 PARKING SPACE PER HAHH MULTIPLEX

iii.C. PRELIMINARY ARCHITECTURAL PLANS

Discuss the site location of any current or proposed facilities, and why the preferred alternative was selected over other alternatives.

ALTERNATE 2B: Existing Our Redeemer's Church Property

Location Description: 3580 N BENTON AVE, Helena, MT 59601

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2B

PRELIMINARY AERIAL VIEW FROM SOUTH EAST

iii.C. PRELIMINARY ARCHITECTURAL PLANS

Discuss the site location of any current or proposed facilities, and why the preferred alternative was selected over other alternatives.

ALTERNATE 2B: Existing Our Redeemer's Church Property

Location Description: 3580 N BENTON AVE, Helena, MT 59601

Legal Description: S18, T10 N, R04 W, C.O.S. 3189453, LOT 6A, IN SE4NE4 OUR REDEEMERS CHURCH CONDO MASTER

Total Land Area: 18.470 acres owned by Our Redeemer's Lutheran Church, includes church building and related improvements.



PRELIMINARY AERIAL VIEW FROM SOUTH WEST

iii.C. PRELIMINARY ARCHITECTURAL PLANS

Discuss the site location of any current or proposed facilities, and why the preferred alternative was selected over other alternatives.

ALTERNATE 2B: Existing Our Redeemer's Church Property

Location Description: 3580 N BENTON AVE, Helena, MT 59601

Legal Description: S18, T10 N, R04 W, C.O.S. 3189453, LOT 6A, IN SE4NE4 OUR REDEEMERS CHURCH CONDO MASTER

Total Land Area: 18.470 acres owned by Our Redeemer's Lutheran Church, includes church building and related improvements.



PRELIMINARY VIEW FROM HORSESHOE BEND

iii.C. PRELIMINARY ARCHITECTURAL PLANS

Discuss the site location of any current or proposed facilities, and why the preferred alternative was selected over other alternatives.

ALTERNATE 2B: Existing Our Redeemer's Church Property

Location Description: 3580 N BENTON AVE, Helena, MT 59601

Legal Description: S18, T10 N, R04 W, C.O.S. 3189453, LOT 6A, IN SE4NE4 OUR REDEEMERS CHURCH CONDO MASTER

Total Land Area: 18.470 acres owned by Our Redeemer's Lutheran Church, includes church building and related improvements.



PRELIMINARY VIEW LOOKING SOUTH AT SITE

Provide an analysis of why the preferred alternative (design, building, or location) was selected over other alternatives.

iii.D. OPERATIONAL REQUIREMENTS

Discuss the expertise required to operate the facility and any unique operational requirements or benefits of the facility and describe why the preferred alternative was selected over other alternatives.

The Facility Operation and Maintenance outlined and the program articulate some of the O & M issues and some of the Health and Safety issues are also applicable. Based on the proposed project, it is not anticipated that extensive expertise will be required to operate the affordable housing development. Additionally, each of the proposed partners is experienced in managing buildings and properties. As part of this proposed development, differing ownership models of the partners would be incorporated. Habitat for Humanity homes will be owned and maintained by individuals/families, with Trust Montana owning the land (in order to keep the properties affordable long term); RMDC will own and maintain their property. The YWCA would own their structure(s) and property.

The residential building mechanical and electrical systems will be efficient and modern, and may include sustainable building elements or systems.

The proposed renovations would have minimal impact on existing service facilities, but would have a major impact the availability of affordable housing in the Helena area.

In summary, we believe that this project has the potential of making additional housing affordable, accessible, efficient, and safe for the users and stakeholders and serve as a model for community partnerships. Operation and maintenance would be as projected previously.

The complexity of the proposal lies in the development process and the required timing and arrangement of partnership agreements. Much discussion has ensued about the best method of facilitating land transfer, receipt of subsidy, responsibility for site development, and transfer of land to subsequent housing partners and finally the land trust.

The concept at the beginning of the process was that the City of Helena would purchase the land and manage the subdivision and site development process, subsequently transferring a portion of the land to RMDC and the remainder of the land to Trust Montana. Since that time, city staff have indicated that the city is not prepared to act as the intermediary landowner and developer. As a result, the proposed development process below utilizes a stand-alone LLC with RMDC, HAHH, and YWCA as members and RDC as the management member to act as the intermediary developer until the land is subdivided and infrastructure installed.

Proposed Development Process

STEP 1 - PROJECT TEAM

Project Team creates a Project Lead. The Project Lead may be RMDC or a stand-alone LLC with RMDC, Habitat for Humanity, and YWCA as members. RMDC would be the managing member.

Memorandums of Understanding: memo between all partners outlining project involvement, responsibilities, outcomes.

RMDC – Habitat

RMDC – YWCA

RMDC – ORLC

RMDC – City

Key elements of MOU: The memorandum would provide a detailed description of the proposed project and requirements of each partner.

- ORLC would commit to sale of the property based on appraised value. ORLC would also commit to involvement in the project promotional efforts and agree to allow the Project Lead to act as developer during the planning process.
- ORLC's commitment to build Horseshoe Bend would transfer with the property sale

iii.D. OPERATIONAL REQUIREMENTS

Discuss the expertise required to operate the facility and any unique operational requirements or benefits of the facility and describe why the preferred alternative was selected over other alternatives.

- The land sale would be contingent upon the project team developing the property for use as affordable housing and those housing units would be protected as affordable well into the future. If the Project Team is unable to develop the property after the sale, the sale would have a clause allowing ORLC to re-purchase the property for the amount originally paid by the Project Team
- The project partners would agree to the amount of land/lots and the methodology for determining the cost of that land that each partner would acquire upon completion of the sub-division process and infrastructure construction
- The project partners would agree to enter into a use agreement limiting the use of the land for affordable housing for an extended period of time.
- The project partners would agree to enter into an agreement establishing a land-owners association for the management and maintenance of shared spaces and amenities.
- The project partners would agree to enter into an agreement establishing rules and regulations to be applied to all tenants and homeowners for areas of concern including maintenance of sidewalks, lawns, parking restrictions, tenant approval requirements etc.

STEP 2 – LAND PURCHASE OPTION AND FUNDING

Land purchase option: ORLC and the Project Lead would enter into a purchase option for purchase of property. This would indicate anticipated sales cost (\$1.4 million), appraisal requirements, and time of option – approximately 18 months. This assures the Project Lead the ability to purchase the property within that time frame.

The option on the property would give the Project Lead the authority to act as the developer/owner during that period.

Funding Efforts

CITY FUNDING: Project Team would organize the lobbying effort to acquire City funding – infrastructure money and affordable housing trust fund.

COUNTY FUNDING: Project Team would determine if county funds are available

STEP 3 – DEVELOPMENT PROCESS

Funding Flow

Project lead would act as the intermediary for receiving funding and management of the development process. Project Lead would manage and oversee the process and be responsible for all costs and accounting.

Subdivision Process

Project lead would start sub-division process. This will require funding. Anticipated cost to manage the subdivision process and land transfer is approximately \$325,000. Ideally this funding would come from grants awarded to the Project Lead.

It is anticipated the sub-division process would take approximately 9-12 months to complete. Once the subdivision process is approved, or it is clear the subdivision is likely to be approved, partners would likely begin planning their projects to be ready when land is ready for construction.

Infrastructure Construction

Upon approval of the subdivision, the Project Lead would manage the design and construction of project infrastructure including all utility mains and public roadways. Building permits cannot be issued until all infrastructure is constructed and approved by the State/ City.

Provide an analysis of why the preferred alternative (design, building, or location) was selected over other alternatives.

iii.D. OPERATIONAL REQUIREMENTS

Discuss the expertise required to operate the facility and any unique operational requirements or benefits of the facility and describe why the preferred alternative was selected over other alternatives.

Land Sale

Once the infrastructure is complete, parcels of land can be transferred to each of the project partners. Project partners can then begin the project development process.

Implementation

Once land transfer is complete, each partner can begin development of individual projects. It is likely the partners will have already been actively planning the project prior to the sale to be prepared to begin work immediately if funding sources are in place.

Operational Requirements of Each Partner

RMDC would provide on-site management exactly as they have done at their other developments. The size of their proposed facility on this property was partially generated by the scale of project RMDC feels can be managed by one full-time on-site manager in a financially-feasibly way.

Habitat for Humanity would own the land and townhomes while under construction, but ultimately the townhome is sold to a qualifying family and the land on which it sits gets transferred to Trust Montana to own and monitor long-term affordability restrictions on the properties. The ground lease managed by Trust Montana has a 75-year term and is renewable and inheritable. The CLT monitors the lease restrictions, provides homeowner support, foreclosure intervention, and resale coordination. The CLT has the right to evict homeowners if lease restrictions are not followed.

YWCA currently has a facility manager, managing their historic downtown building and separate daycare building, and it is anticipated that the manager would be an integral part of their development as well. The YWCA expects to provide on site administrative offices and support services.

iii.E. PROJECT COST SUMMARY / PROJECT COST ESTIMATE

Provide an itemized estimate of the project cost based on the anticipated period of construction including administrative, development, and construction, land and utilities, legal, engineering, interest, equipment, contingencies, refinancing, and other costs associated with the proposed project. See 'II.F COST ESTIMATES FOR EACH ALTERNATIVE' above.

FOR PUBLIC FACILITIES projects, consult the Uniform Application for Montana Housing Loan, Grant, & Tax Credit Programs, and the CDBG website discussing special requirements for projects involving non-profit agencies or for profit organizations or other public agencies. Section C, Financial Analysis, Part V of the Uniform Application for Montana Housing Loan, Grant, & Tax Credit Programs provides a form to compute annual operation and maintenance costs that would be useful for both Public Facilities and Housing projects.

Land development challenges cited in the 2018 Tri-County Housing Needs Assessment recognized the increasing cost of construction as a stumbling block to affordable housing supply. In the data gathered for that study, a business survey indicated that there was strong support for offering financial and regulatory incentives to offset the cost of building a home. Incentives listed included public-private partnerships to fund infrastructure or revising development codes to remove barriers to affordable housing. This report has substantiated the need and benefit of public subsidy towards infrastructure to initiate this development. The project cost for each non-profit housing partner and ultimately the tenants and homeowners (and subsequent homeowners) are the ultimate beneficiaries of this subsidy.

While allocating development costs on a cost/unit basis is likely not the final way development costs will be allocated to each housing partner, it serves as the most reasonable way, at this concept level of analysis to assess what is feasible for project affordability.

See next page for preliminary opinions of cost.

- To the best of our knowledge, there are minimal annual costs of purchasing or replacing equipment necessary to the function of the facilities.
- Our understanding is that there currently is debt owed by ORLC on the property.
- Proposed project funding would consist of a potential CDBG grant and other funding that has been outlined by the City of Helena and / or other community partners in the grant application.

iii. SELECTION OF THE PREFERRED ALTERNATIVE

iii.E.

Provide an analysis of why the preferred alternative (design, building, or location) was selected over other alternatives.

iii.E. PROJECT COST SUMMARY / PROJECT COST ESTIMATE

Provide an itemized estimate of the project cost based on the anticipated period of construction including administrative, development, and construction, land and utilities, legal, engineering, interest, equipment, contingencies, refinancing, and other costs associated with the proposed project. See 'II.F COST ESTIMATES FOR EACH ALTERNATIVE' above.

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ORLC Housing Project - Building Construction Budgets

Building Summary	# of Units		
		113	
	RMDC Units	60	53.10%
	HAHfH Units	33	29.20%
	YWCA Units	20	17.70%

Housing Project Cost Estimate - RMDC										
RMDC Project	# of Units	SF/Unit						without development subsidy	with development subsidy	
1-bed unit	40	700	28000 SF	@	\$190 PER	SF	=	\$5,320,000		
2-bed unit	20	850	17000 SF	@	\$190 PER	SF	=	\$3,230,000		
3-bed unit	0	1100	0 SF	@	\$190 PER	SF	=	\$0		
Common Spaces	1	5000	5000 SF	@	\$190 PER	SF	=	\$950,000		
Unit outside storage	60	60	3600 SF	@	\$140 PER	SF	=	\$504,000		
Covered porch/patio	60	84	5040 SF	@	\$140 PER	SF	=	\$705,600		
Elevators	0	0	0 EA	@	\$110,000 PER	SF	=	\$0		
Community Building	1	2000	2000 SF	@	\$190 PER	SF	=	\$380,000		
RMDC parking			82 EA	@	\$3,500.00 PER	SF	=	\$287,000		
RMDC lot landscaping			46000 SF	@	\$2.00 PER	SF	=	\$92,000		
Power service reimbursement			60		-\$464.00			-\$27,840		
			RMDC Building Construction Subtotal						\$11,440,760	
						6%		\$686,446		
						8%		\$915,261		
						5%		\$572,038		
			RMDC Building Construction Total						\$13,614,504	\$13,614,504
						8%		\$1,089,160	\$1,089,160	
			RMDC Portion of Site Development Costs						\$2,409,459	\$1,135,123
			RMDC Total Project Cost Current						\$17,113,124	\$15,838,787
			RMDC Average Cost/Unit						\$285,219	\$263,980
						9%		\$25,670	\$23,758	
			RMDC Average Cost/Unit 2024						\$310,888	\$287,738

Housing Project Cost Estimate - HAHfH										
HAHfH Project	# of Units	SF/Unit						without development subsidy	with development subsidy	
2-bed unit & garage	15	850	12750 SF	@	\$160.00 PER	SF	=	\$2,040,000		
3-bed unit & garage	18	1100	19800 SF	@	\$160.00 PER	SF	=	\$3,168,000		
Power service reimbursement			33		-\$464.00			-\$15,312		
			HAHfH Building Construction Subtotal						\$5,192,688	
						0%		\$750,000		
						5%		\$259,634		
			HAHfH Building Construction Total						\$6,202,322	\$6,202,322
						0%		\$0	\$0	
			HAHfH Portion of Site Development Costs						\$1,325,202	\$624,318
			HAHfH Total Project Cost Current						\$7,527,525	\$6,826,640
			HAHfH Average Cost/Unit						\$228,107	\$206,867.88
						9%		\$20,530	\$18,618.11	
			HAHfH Average Cost/Unit 2024						\$248,636	\$225,486

iii.E. PROJECT COST SUMMARY / PROJECT COST ESTIMATE

Provide an itemized estimate of the project cost based on the anticipated period of construction including administrative, development, and construction, land and utilities, legal, engineering, interest, equipment, contingencies, refinancing, and other costs associated with the proposed project. See 'II.F COST ESTIMATES FOR EACH ALTERNATIVE' above.

FOR PUBLIC FACILITIES projects, consult the Uniform Application for Montana Housing Loan, Grant, & Tax Credit Programs, and the CDBG website discussing special requirements for projects involving non-profit agencies or for profit organizations or other public agencies. Section C, Financial Analysis, Part V of the Uniform Application for Montana Housing Loan, Grant, & Tax Credit Programs provides a form to compute annual operation and maintenance costs that would be useful for both Public Facilities and Housing projects.

Housing Project Cost Estimate - YWCA											
YWCA Project											
									without development subsidy	with development subsidy	
1-bed unit	8	375	3000 SF	@	\$190.00	PER	SF	=	\$570,000		
2-bed unit	10	608	6080 SF	@	\$190.00	PER	SF	=	\$1,155,200		
3-bed unit	2	768	1536 SF	@	\$190.00	PER	SF	=	\$291,840		
Garage Space	1	2200	2200 SF	@	\$110.00	PER	SF	=	\$242,000		
Common/Circ./Office	2	3050	6100 SF	@	\$190.00	PER	SF	=	\$1,159,000		
YWCA parking			12 EA	@	\$3,500.00	PER	SF	=	\$42,000		
YWCA lot landscaping			12400 SF	@	\$2.00	PER	SF	=	\$24,800		
YWCA playground			1 LS	@	\$60,000.00				\$60,000		
Power service reimbursement			20		-\$464.00				-\$9,280		
			YWCA Building Construction Subtotal							\$3,535,560	
						6%			\$212,134		
						8%			\$282,845		
						5%			\$176,778		
			YWCA Building Construction Total							\$4,207,316	\$4,207,316
						8%			\$336,585	\$336,585	
			YWCA Portion of Development Costs							\$803,153	\$378,374
			YWCA Total Project Cost							\$5,347,055	\$4,922,276
			YWCA Average Cost/Unit							\$267,353	\$246,114
						9%			\$24,062	\$22,150.24	
			YWCA Average Cost/Unit 2024							\$291,414	\$268,264

iii. SELECTION OF THE PREFERRED ALTERNATIVE

iii.E.

Provide an analysis of why the preferred alternative (design, building, or location) was selected over other alternatives.

iii.E. PROJECT COST SUMMARY / PROJECT COST ESTIMATE

Provide an itemized estimate of the project cost based on the anticipated period of construction including administrative, development, and construction, land and utilities, legal, engineering, interest, equipment, contingencies, refinancing, and other costs associated with the proposed project.



ORLC STAKEHOLDER PROCESS DURING PAR

2B

iii.E. PROJECT COST SUMMARY / PROJECT COST ESTIMATE

ORLC Housing Project - Estimate of Site Development Costs - Alternative 2B

May-22	# of Units	113	11.57 units/acre
	Site size	425,494.65 sf	9.7680 acres
	# of Residential Buildings	20	

GENERAL

Item	Units	Qty	\$/Unit	Share Total	Notes
Mobilization	Included in General Conditions	Is	0	\$50,000	\$0
BMP's/SWWP	Included in General Conditions	Is	0	\$15,000	\$0
Bond	Included in General Conditions	Is	0		\$0
Testing	Included in General Conditions	Is	0	\$13,000	\$0
Surveying		Is	1	\$64,000	\$64,000
Site Clearing & Grubbing		Is	1	\$5,000	\$5,000
Strip topsoil & Store		Is	1	\$50,000	\$50,000

UTILITIES

Item	Units	Qty	\$/Unit	Total	Notes
Sewer pump station fees	Is	1	\$50,000	\$50,000	
Sewer Service mains- Horseshoe Bend	existing	0	\$100	50%	\$0 Existing
Water Service mains- Horseshoe Bend		1300	\$130	50%	\$84,500 shared with Scenic Developers
Sewer Service mains- extension to road from north manhole		350	\$100	\$35,000	
Sewer Service mains in street- Interior		1360	\$100	\$136,000	
Water Service mains in street- Interior		1360	\$130	\$176,800	Includes fire hydrants, mains & services
Power service		1	\$130,000	\$130,000	
Gas service		1	\$0	\$0	
Communications	typically no charge	1	\$0	\$0	

ROADWAYS

Item	Units	Qty	\$/Unit	Total	Notes
Complete Streets - Horseshoe Bend		1300	\$300	50%	\$195,000 shared with Scenic Developers
Green Meadow Access/turn lanes		1	\$500,000	50%	\$250,000 shared with Scenic Developers
Complete Streets - Interior Roadway		1360	\$300	\$408,000	
Street signage		1	\$5,600	\$5,600	

STORMWATER

Item	Units	Qty	\$/Unit	Total	Notes
Storm water systems		1	\$120,000	\$120,000	

PARKING

Item	Units	Qty	\$/Unit	Total	Notes
Parking - by housing developer		0	\$2,000	\$0	
Pavement Marking - by housing developer		0	\$10,000	\$0	

LANDSCAPING

Item	Units	Qty	\$/Unit	Total	Notes
Common Area Landscaping, irrigation		54,000.00	\$2.25	\$121,500	
Irrigation Well		2	\$15,000	\$30,000	
Yard Hydrants		3	\$4,500	\$13,500	
Wetlands restoration		1	\$25,000	\$25,000	
Fencing		1	\$12,000	\$12,000	
Site Lighting		20	\$4,000	\$80,000	

SHARED AMENITIES

Item	Units	Qty	\$/Unit	Total	Notes
Playground Allowance		1	\$100,000	\$100,000	
Other parks amenities		1	\$25,000	\$25,000	
Wetlands restoration		1	\$25,000	\$25,000	
Trails		1	\$35,000	\$35,000	
Mailbox clusters		17	\$4,000	\$68,000	
Dumpster enclosures		6	\$5,000	\$30,000	
Public Transportation Drop off/Pick up		1	\$15,000	\$15,000	

CONSTRUCTION COST SUMMARY

Site Development Construction Subtotal				\$2,289,900	
General Conditions	6%			\$137,394.00	
Overhead & Profit	12%			\$274,788.00	
Contingency	5%			\$114,495.00	
Total Site Construction Cost				\$2,816,577.00	

DEVELOPMENT FEES

Item	Units	Qty	\$/Unit	Total	Notes
Civil Design Fees	10%		\$228,990	\$228,990	
City Subdivision Fees	Is	1	\$15,000	\$15,000	
Traffic Impact Study	Is	1	\$15,000	\$15,000	
Developer Fee	2.5%		\$57,248	\$57,248	
Appraisal Fee	Is	1	\$5,000	\$5,000	

LAND

Item	Units	Qty	\$/Unit	Share Total	Notes
Site Acquisition	Is	1	\$1,400,000	\$1,400,000	

ORLC Housing Project - Estimate of Site Development Costs - Alternative 2B

SITE DEVELOPMENT COST SUMMARY WITHOUT SUBSIDY	\$4,537,815	Summary	
		cost/sf	\$10.66
		cost/unit	\$40,158

ORLC Housing Project - Estimate of Site Development Costs - Alternative 2B

PROJECT SUBSIDY			
City of Helena	Is	1	\$ (2,400,000.00)
			-\$2,400,000
SITE DEVELOPMENT COST SUMMARY WITH SUBSIDY	\$2,137,815	Summary	
		cost/sf	\$5.02
		cost/unit	\$18,919

Provide any other conclusions and recommendations and any additional findings that should be considered in the evaluation of the proposed project and the selected alternative.

IV. SELECTION OF THE PREFERRED ALTERNATIVE

Like most mid-sized communities in Montana, the Helena area has experienced population growth and housing market pressures that have elevated the cost of housing beyond the reach of a growing number of fixed-income, low and moderate-income individuals, and families. These housing pressures not only affect our community members, but also affect employers and ultimately constrain community economic growth. Communities that simply wait for the housing market to catch up with demand will incur increased social services costs associated with the unhoused and will experience stagnated economic growth.

It is understood that infrastructure investment spurs growth and development so it is at a juncture such as this that the City of Helena has the opportunity to encourage growth on an infill lot and encourage the development of housing that will remain affordable long-term. The housing proposed in this report is unique because multiple partnering organizations have come together to provide a variety of affordable housing types on one property, thus creating a broad sample of solutions to housing needs across a continuum of circumstances and incomes. While all partners recognize that one development alone cannot satisfy the entire housing deficit currently experienced, the proposed housing solution is uniquely positioned to spur ongoing collaboration and dialogue between non-profit partners actively engaged in serving low and moderate-income populations. The project is also uniquely positioned to serve as a model of private-public partnership coming together to address the housing needs of our residents so that everyone in the community can have the opportunity to live in safe, affordable housing.

The design team and project stakeholders strongly recommend that the City of Helena dedicate \$2.4 million in ARPA funds toward this development as a sound investment in our community's future.



PRELIMINARY AERIAL VIEW LOOKING SOUTH



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APPENDIX

Appendix Content

01 - Meetings

- Kick-off Partner Interviews
- ORLC Congregation Meeting – July 25, 2021
- Neighborhood & ORLC Listening Session – September 8, 2021
- ORLC Congregation Meetings September 19 & 21, 2021
- ORLC Congregation Meetings October 3 & 6, 2021
- ORLC Congregation Meetings October 10 & 13, 2021
- ORLC Congregation Vote November 14, 2021
- All Partner Meeting 1: November 30, 2021
- All Partner Meeting 2: December 16, 2021
- All Partner Meeting 3: January 18, 2022
- Public Meeting: February 8, 2022
- All Partner Meeting 4: April 27, 2022

02 - Land Trust Information

- Sample Ground Lease
- Trust Montana's Role in Housing Projects – FAZ
- Comparison of Deed Restrictions and Community Land Trust (CLT)
- Helena CLT Subsidy Growth

03 - Church Newsletter Articles

- September 2021 update
- Trust Montana Article – October 2021
- November 2021 update
- RMDC Article – November 2021
- December 2021 update
- City of Helena Article – December 2021
- January 2022 update
- Helena Area Habitat for Humanity Article – January 2022

04 - Site Information

- Certificate of Survey
- City of Helena Growth Policy Hazard Maps
- Flood Insurance Maps
- Lewis and Clark County Hazard Maps
- ORLC Site Plan Exhibit
- ORLC National Wetlands Inventory

**ORLC – CDBG PAR
Kick-off Meeting with City
June 29, 2021**

MEETING MINUTES

1. Why is the City Involved?
 - a. What are your goals for this project?
 - i. Affordable housing is a top priority of the commission
 - ii. City wants to do a Land Trust model project
 - b. How does this project fit into larger community needs and priorities?
 - i. The project is consistent with the City's growth policy
 - c. How does this project fit into new initiatives the City wants to support?
 - i. New housing coordinator position
 - ii. New Housing Trust Fund – New and developing
 - iii. Fee Waivers for 60% AMI projects by application
2. What is the role of the new housing coordinator?
 - a. Coordinating Block Grant funding for single family rehabs
 - b. Housing Trust Fund oversight
 - c. Oversight of all housing initiatives
3. Funding
 - a. What funding vehicles is the City currently tapping?
 - i. Revolving Loan Fund
 - ii. CARES money for land acquisition – in Ryan Leland's court
 - iii. AARPA funds for water and sewer
4. Process
 - a. Does the City have an idea of what the property acquisition/development process looks like?
 - i. The City would have to act as developer if they were to be the purchaser of the land
 - ii. MDOT will need to be involved on Horseshoe Bend connection
 - iii. An initial traffic study may be important

**ORLC – CDBG PAR
Interview with HAHFH
July 6, 2021**

DISCUSSION ITEMS

1. Land Trust Model
 - a. Familiar with working with Trust Montana and the Land Trust model – Trust Montana acquires property only after all construction is complete currently.
 - b. Ground leases are currently \$40/month with Trust Montana
 - c. Trust manages resell through ground lease, not Habitat. Home comes up for sale, trust contacts Habitat for wait list.

2. Who they are serving
 - a. Lots of single moms with kids.
 - b. Would like to serve more seniors, but they have not been building with focus on accessibility and the self-help model is hard.
 - c. 200 families (600 people) currently on their waiting list.

3. Capacity & Configuration
 - a. HAHFH could handle 10 units/year
 - b. Configuration of units is flexible
 - i. There is a big need for 2-bedroom units
 - ii. 3-bedroom/2 bath units are the most flexible
 - iii. 4-bedroom units are hard to find
 - iv. There is also a need for small units for seniors
 - v. 8-plex/townhouse concept would be best with a mix of unit types
 - c. Garages are preferable: 1 car min. with covered parking
 - d. Will need to adjust the self-help labor – mutual self help not allowed in the City limits
 - e. Self-help light is HUD approved

4. Funding
 - a. HOME dollars are used for down payment assistance. There will be competition for these dollars amongst these partners
 - i. 2.1 million HOME dollars available for the whole state
 - b. Fewest subsidy dollars as possible – improve their credit, etc. Maximize financial stake from the owner
 - c. Building in Red Lodge – cost \$150,000 to build, worth \$300,000

5. Other
 - a. Average home sale in Helena now \$336,000
 - b. Mixed neighborhoods are their preference – including market rate housing

- c. Have discussed being the developer/builder for the YWCA
 - i. 4-plex with common room
 - ii. HAHFH & YWCA could partner on HOME dollars
- d. Homeowners insurance: townhouse arrangement, covers individual units,
- e. Tax exemption on property, individual homeowners are taxed on their units

ORLC – CDBG PAR
Kick-off Meeting with ORLC
June 30, 2021

MEETING MINUTES

1. Congregation goals
 - a. Church wants to be debt-free (current debt is about \$1.4 million)
 - i. There is a lien on the 20 acres
 - b. Use land for missional purposes
2. Church Decision-Making Processes
 - a. Sale is by majority vote
 - i. Meeting must have 2-week notice published
 - ii. Sign-in to confirm membership
 - iii. Roberts Rules of Order followed
 - iv. Copies of Buy-Sell must go out to members ahead of the meeting
 - v. Fact sheets will need to be available
 - b. Church development committee advises council. Council seeks affirmation from congregation.
 - c. Plan to have a preliminary vote of mission priorities and church site planning as affirmation mid-process
3. Communications
 - a. Constant updates needed from consultant group
 - i. E-news is weekly
 - ii. Weekly announcements at church
 - iii. Mailings
 - iv. Facebook
 - v. Develop a graphic to describe the planning process
 - b. Important to share information about the process and the decision-making mechanisms in place.
 - i. Need to introduce partners
 - ii. Need to emphasize listening and hearing the concerns
 - c. Why would we do this?
 - i. Avoid financial burdens
 - ii. Pay off debt
 - iii. Better secure the financial future of the congregation
 - iv. Be a partner in providing for a community need
 - v. Create a sense of neighborhood around our church buildings
 - vi. Create new community partnerships with non-profits
4. Church Schedule

- a. Sunday, Sept. 12th – Homecoming Celebration
 - b. Sunday, August 15th – Pastor Trina’s first Sunday
 - c. Sunday, July 25th planned for Introductory Presentation following service
 - d. Wednesday nights could be a listening session opportunity
5. Pertinent Decisions
- a. Development Priorities for congregational mission
 - b. Master planning church property with congregational input
 - c. Land sale
 - i. Timing
 - ii. Price
 - iii. Mortgage-holder impacts
 - iv. Covenants
 - v. Congregational approval
6. Our Redeemer’s Lutheran Church – Development priorities
- a. Columbarium?
 - b. Preschool Expansion?
 - i. Need to understand feasibility and scope of this expansion
 - c. Daycare?
 - d. Youth Building?
 - e. Amphitheater?
 - f. Second vehicular access?
 - g. Community Garden?
 - h. Staff housing?
 - i. Other?

**ORLC – CDBG PAR
Interview with RMDC
June 28, 2021**

DISCUSSION ITEMS

1. Property Ownership
 - a. Liz does not yet know if their funding mechanisms will require that the project own the property, or if a lease arrangement through a Land Trust can work. She has discussed this some with Hermina from Trust Montana, but has not reached a conclusion. She has a lawyer she can ask.
2. Funding Model
 - a. Liz anticipates this being a 9% tax credit funded project
3. Housing types/models/quantity
 - a. 30-35 units is typically the minimum quantity they need to create a viable project, but that depends on the price of the land and development costs.
 - b. RMDC prefers side-by-side units like was done at Red Alder. They prefer projects where systems are separate unit-by-unit rather than centralized. That way, system problems don't affect multiple tenants. Side-by-side units create fewer neighbor disputes than larger buildings. They also reduce the common space management of larger buildings.
 - c. Liz has waiting lists for 1, 2 & 3-bedroom units. She sees this project being a blend or could be narrowed in on 1 & 2-bedroom units. She would rather do blended senior and family housing to better serve everyone on the waiting list more equitably.
4. Partnership Advantages or Disadvantages
 - a. Liz thinks that the advantage of the partnership arrangement that has been developed is on the funding application side. She believes the funding agencies will look favorably on this unique blend of partnerships and housing types on the same site.
 - b. The challenge of the arrangement is that she has never worked with these partners before and does not know what to expect. She sees a "together but separate" model working best where each partner is given the appropriate portion of the site to manage and develop on their own.
 - c. The other challenge is learning how to work with the new Land Trust model.

ORLC – CDBG PAR
Interview with Trust Montana
July 6, 2021

DISCUSSION ITEMS

1. Trust Montana is a 501 C3 – horizontally separate ownership. They own land, not structures.
2. Ground leases are for 75 years and are renewable and inheritable
 - a. Lease rates are \$40/month – based on national trends
 - b. Legally stronger than a deed restriction
 - c. Have to have a way to legally describe the land under each structure.
 - d. Townhome models are easier to describe – condo CLT gets more complicated
3. Examples:
 - a. Burn St. Bistro/Commons
 - b. Montana Street Homes in Missoula (6 homes behind Missoula Food Bank)
4. Typically an HOA controls common elements
 - a. Trust Montana can help with the establishment of an HOA
 - b. Land could still be part of Trust MT
 - c. HOA carries the insurance for these areas
5. Trust Montana typically takes ownership at the end of construction
 - a. Generally do not take ownership while other people are developing it.
 - b. They can look at this with their board
 - c. They generally take the land the same day the houses are sold (at closing)
6. TED: Townhome Exemption Development – a certain number of townhomes which can avoid subdivision requirements
7. LITC (Low-income Tax Credit) project may have to be separate
 - a. What advantages would there be to Land Trust ownership of a LITC project?
 - i. Governing statutes for maintaining the property for affordable housing is longer with the Land Trust than the LITC funding requires. (LITEC is 30-40 years)
 - ii. Not sure if there would be an advantage to the YWCA
8. Trust Montana wants to be a background observer of the planning process to stay informed of the decisions made and how they might affect the use of a Land Trust model.
 - a. If there ends up being a condo, they will need a heads-up
 - b. Townhomes are OK.
9. Questions from Trust Montana
 - a. Would the city be selling or donating the land to Trust Montana?
10. Template for Land Lease was provided following the meeting
 - a. The template follows the national market trend (helps with resell)
 - b. Must be owner occupied (no VRBO)
 - c. Heir must sell to income qualified person if they don't comply
 - d. Can layer deed restrictions on to this. These could come from the church as well

**ORLC – CDBG PAR
Interview with RMDC
July 14, 2021**

DISCUSSION ITEMS

1. Present at meeting
 - a. Gretchen Krumm – Mosaic
 - b. Jeff Downhour – Mosaic
 - c. Carley Smith – SMA
 - d. Kim Mangold – Board member and Building Committee Chair
 - e. Jen Gursky – Executive Director

2. Current Program and Need for Transitional Housing
 - a. Goal – interrupt cycles of homelessness for women
 - b. Address top reasons women are homeless
 - i. Poverty
 - ii. Mental health challenges
 - iii. Substance abuse challenges
 - c. Remodel of downtown facility created 20 rooms & a shared kitchen
 - d. Endorsed through state as a 2.1 recovery program
 - i. This is licensed as a non-residential treatment program
 - ii. Services can be accessed without residing at the YWCA
 - iii. Housing provided is a separate asset
 - e. In the last 2-3 years, many more women are entering the program with children (90% with children less than 8). This means that the “dorm style” rooms no longer work well.
 - f. The program has two stages
 - i. IOP (Intensive Out-Patient): 9-14 hours/week of treatment, 6 months long
 - ii. After-care program: women stay for 18-24 months
 - g. Women moving into the after-care program often have not secured housing, so they are currently continuing to occupy rooms at the YWCA while other women are on the wait list. Offering transitional housing would allow the YWCA to take on more IOP patients.
 - i. Supportive environment and programming will ultimately make the women exiting the program more successful.
 - h. Women need support with childcare services in order to secure work.
 - i. YWCA will be renting space in the Trimac Building to provide trauma-informed daycare and preschool services.
 - ii. Program will be able to accommodate up to 24 children

3. Transitional Housing – What should it be like?

- a. “Cottage” feel
 - b. It should be “cute” – “I can’t believe I get to live here” sort of feeling
 - c. Initial discussions with HAHFH were about building 4-plexes with shared community space
 - d. Community garden and playground
 - e. “Hotel suite” type of units
 - f. Units each have own efficiency kitchen
 - g. No 24hr staff
 - h. Supportive staff include After Care Team, Facility Manager, Clinicians, Case Manager, Addictions Counselor (LAC)
4. Funding
- a. WINGS program receives Medicaid reimbursement
 - b. Medicaid reimbursement for After Care program is more limited because there are fewer contact hours – would pay for staffing, but not facilities
 - c. New build would require a Capital Campaign, MT State Finance Authority for a Healthcare Facility, Private Foundations, CDBG – a diversity of funding sources
5. Land Trust Model
- a. May be an advantage to potential donors
 - b. Shows creativity and partnership
6. Thoughts on dealing with NIMBYism
- a. These women are in our community already
 - b. These women need this opportunity – set them up for success
 - c. This is not an emergency homeless shelter
 - d. It is rare that the YWCA has to revoke services or call in law enforcement
 - e. These women are NOT using – they are monitored while in this program
 - f. Clients are restricted in their behaviors and highly managed
 - g. These women want to learn to be good neighbors
 - h. Encourage people to visit their facility – Open House opportunity

Programming meeting with Jen Gursky regarding Transitional Housing
December 8th, 2021

Individual Units

Galley Kitchen

Bath

Twin beds and twin bunks

Small living area

Some units to accommodate more kids, maybe a couple

4-5 children possible

5-7 units for just single person (adaptable for one child) – flex studio size

10 units for 2-3 kids

2-3 units for Mom +4-5 kids

Furniture storage needed

Group therapy space (living room type space) – multipurpose type space with kitchenette

2-3 small offices

Laundry

Phasing options needed

End of Partner Programming Meetings

Congregational Meeting - July 25, 2021



Why we are gathered

- ORLC and our non-profit and government partners have received a Community Development Block Grant to pay for development planning on our property.
- A consultant team has been hired to lead this planning effort.
 - We will introduce the planning team
 - We will introduce our planning partners
 - We will outline the planning and decision-making process

The Planning Team

Jeff Downhour
Gretchen Krumm



Tim Meldrum
Becky Lawson
Carley Smith
Jordan Cann

Along with:



Stahly Engineering: Site & Civil Consultant

GL Development

Gene Leuwer: Financial Consultant and Affordable Housing Development Expert
-Director of RMDC for many years
-Now consults with and develops affordable housing projects

Our planning partners



The City of Helena – our grant sponsor



A Community Land Trust (CLT) holds land in trust for affordable housing and establishes ground leases with building owners. Resale of buildings are restricted to income-qualified buyers and price escalation is capped to insure long-term affordability.



Rocky Mountain Development Council: Develops, owns and manages affordable rental housing



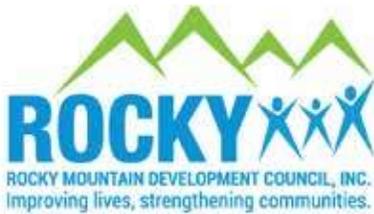
Builds housing for income-qualified people who can qualify for a loan for a reduced-cost home. Utilizes grant funding, material donations, mutual self-help, and volunteers to reduce the cost of newly-built homes.



Goal – interrupt cycles of homelessness for women

- Poverty
- Mental health
- Substance abuse

RMDC Affordable Housing



Rocky Mountain Development Council: Develops, owns and manages affordable rental housing.

- 450 people currently on their wait list
- 30-35 units optimal
- Would prefer to develop housing that is blended senior and family housing to serve their wait list more equitably
- Prefers side-by-side townhouse-style units
- Likely funding mechanism would be federal tax credits

Helena Area Habitat for Humanity



Builds housing for income-qualified people who can qualify for a loan for a reduced-cost home.

- 200 families (600 people) currently on their wait list
- Currently can develop 10 units/yearGoal is 30 units/year by 2030
- Flexible about how many units they might get in this project
- Have worked within the Community Land Trust model before
- Flexible about the configuration of the units
 - Single family
 - Duplexes or larger
- Variety of unit sizes is good
 - 3-bedroom/2 bath have been the most flexible for them
 - 4-bedroom units are hard for families to find
 - Smaller units would better suit seniors
- Prefer to provide garages and covered parking

YWCA

eliminating racism
empowering women
ywca
heleasa



WINGS Program (Women Initiating New Growth and Stability)

- Residential sober living program that provides stability and safety for women (and their children) who are transitioning from stories of addiction and homelessness to self-sufficiency and healthy lives.
- Downtown facility has 20 dorm-style rooms
- Many women they are serving have small children with them.
- Downtown facility would continue to serve women in a 6-month sober living program with intensive treatment.
- Transitional housing would support women who have graduated from the intensive program and proven they can be successful. They move into the After Care program.
 - 18-24 months
 - 12-20 efficiency units
 - Supportive services and After Care
 - Tobacco, alcohol, and drug free living requirement
 - Child-friendly grounds and playground
 - Set the women up for success
 - More independence
 - Supportive environment for parenting
 - Learn to be a good neighbor
- Caterpillars Parenting Center
- Trauma-informed Daycare/Preschool this fall

Who is My Neighbor?

Jesus: "Which of these three do you think was a neighbor to the man who fell into the hands of robbers?"

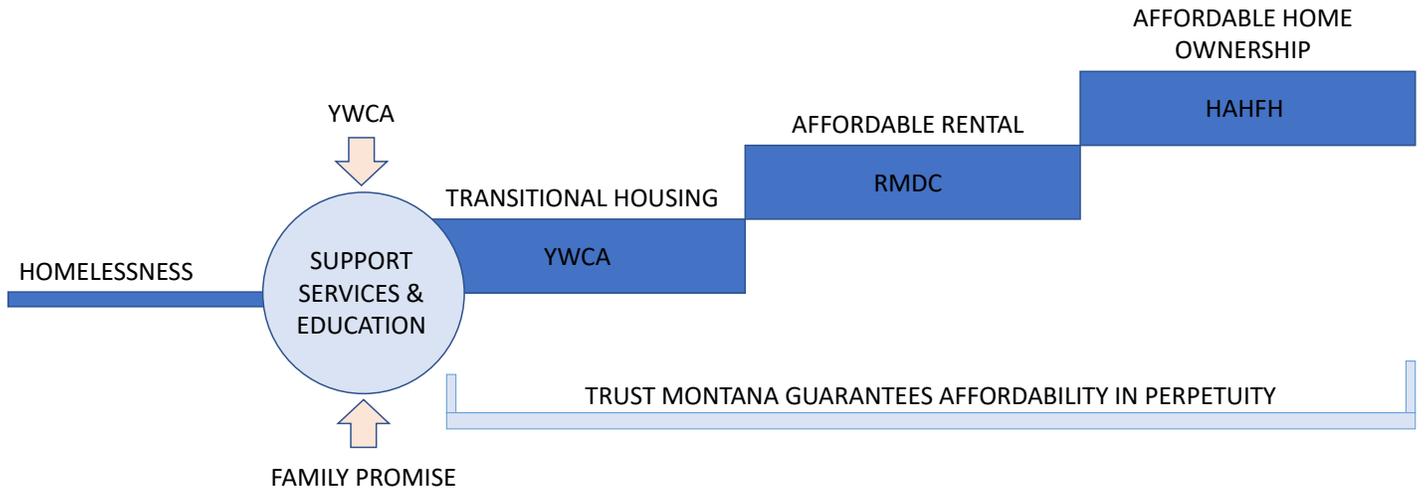
The expert in the law replied,
"The one who had mercy on him."

Jesus told him,
"Go and do likewise." (Luke 10:36-37)



What is the Vision?

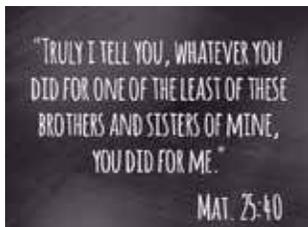
A collaboration of partners who strive to support individuals and families moving from homelessness to stable, safe housing in a supportive neighborhood community.



OUR REDEEMER'S PROVIDES A POSITIVE AND SUPPORTIVE NEIGHBORHOOD FOR GROWTH

Future Opportunities for ORLC

OUR REDEEMER'S PROVIDES A POSITIVE AND SUPPORTIVE NEIGHBORHOOD FOR GROWTH

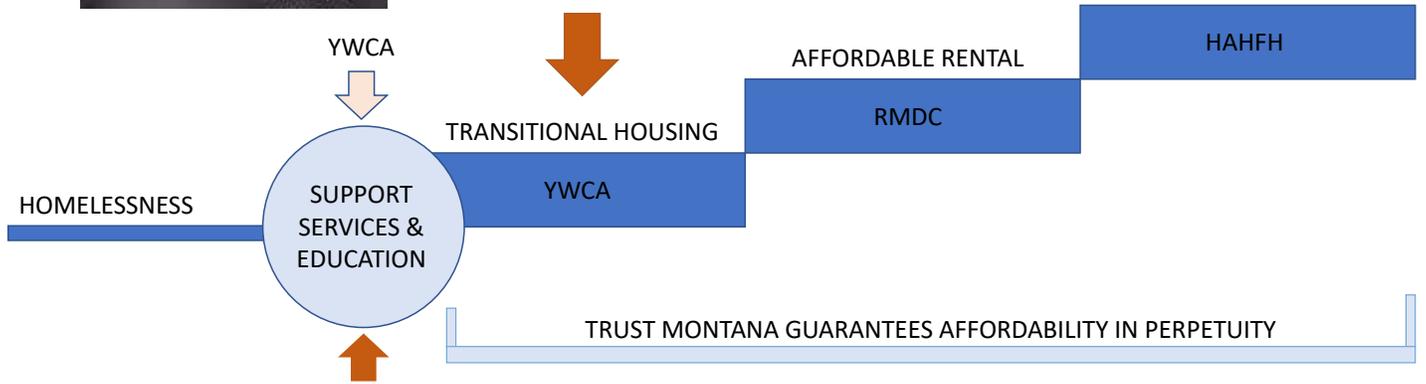


ORLC MISSION/PARTNERSHIP OPPORTUNITIES

- CHILD CARE
- SPIRITUAL SUPPORT
- MENTORSHIP
- COMMUNITY GARDENS

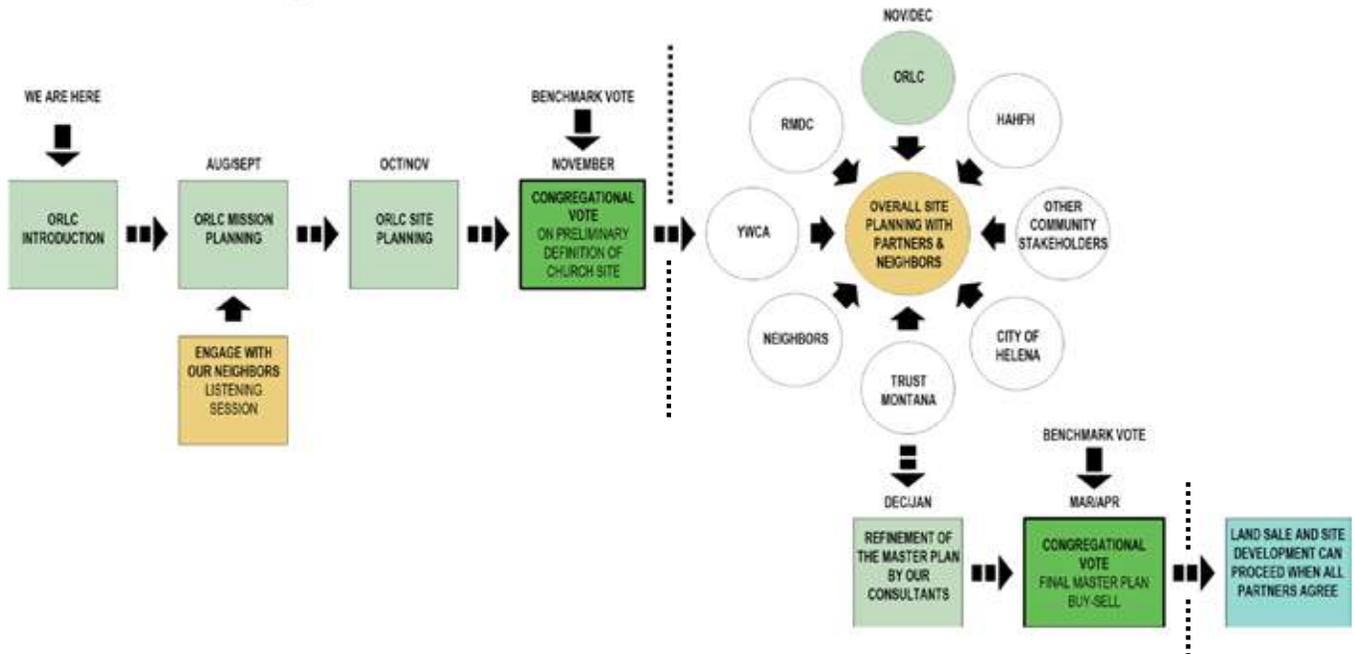
ORLC MISSION/PARTNERSHIP OPPORTUNITIES

- CHILD CARE
- YOUTH PROGRAMMING
- COMMUNITY-BUILDING
- SPIRITUAL DEVELOPMENT
- SENIOR CARE
- COMMUNITY GARDENS



ORLC CURRENT PARTNERSHIP WITH FAMILY PROMISE

Planning Process Outline



How to be involved

- Watch for announced meetings, attend and share your ideas.
- Watch for posted comment boards at the church and make comment.
- If you live in the neighborhood, engage with your neighbors to enhance relationships and mutual understandings.
- Learn more about our partners and their missions.
 - Presentations at worship services
 - Read about them in upcoming church newsletters and enews
 - Check out their websites
 - Open-houses
- Check the church website for planning updates



NEIGHBORHOOD INFORMATION MEETING AND LISTENING SESSION

Hello Neighbors,

Our Redeemer's Lutheran Church is engaged in a development planning process to determine how best to use our land in service to church missions, the neighborhood, and the community at large.

We want to hear from our neighbors about what you think the neighborhood's needs are, future mission opportunities the church should consider, and development amenities you want us to consider including in the planning process.

We will provide an outline of the planning process. Church members and our consultant planning team will be on-hand to listen to inquiries and comments regarding the proposed housing development options and future ministry land use being considered for our approximately 18-acre property.

In-Person Meeting Place: The Great Room of the Church at
3580 North Benton Avenue.

Current safety precautions in place by the church require all individuals to wear masks while indoors regardless of vaccination status.

Virtual Meeting Option: Virtual meeting link will be available on the church website on the meeting day. Please visit www.ourredeemerlives.org to find this link.

When: Wednesday, September 8, 2021, at 7:00 pm

Neighborhood Listening Session - September 8, 2021



TRUST MONTANA

ROCKY MOUNTAIN DEVELOPMENT COUNCIL, INC.
improving lives, strengthening communities.

Greater Area
Habitat
for Humanity®

eliminating racism
empowering women
ywca
helena

CITY OF HELENA

**Building Together in Faith
Moving Together in Faith**

Living Together in Faith

Embraced by God's love, we reach out to serve
because Our Redeemer lives.

OUR REDEEMER'S
LUTHERAN CHURCH

Sept. 8, 2021

Why we are gathered

1. Introduce the planning team.
2. Share basic information about the church property.
3. Explain the current planning process and goals.
4. Hear from neighbors about neighborhood needs and desired amenities.
5. Address questions.

If you have a smart phone, please gather it at this time. Toward the end of this presentation, there will be an interactive component through which you can give us feedback with your smart phone.

The Planning Team

Jeff Downhour
Gretchen Krumm



Tim Meldrum
Becky Lawson
Carley Smith
Jordan Cann

Along with:



Stahly Engineering: Site & Civil Consultant

GL Development

Gene Leuwer: Financial Consultant and Affordable Housing Development Expert
-Director of RMDC for many years
-Now consults with and develops affordable housing projects

R3 Zoning Permits

- Single-dwelling unit
- Two-dwelling units
- Multiple-dwelling units (3 or more)
- 36 foot (3 story) height limit



Community Needs & Statistics

Senior Care Facilities

- Master plan created in 2006 showed assisted living facilities.
- Several assisted living facilities have been built since the initial master plan was developed in 2006 including one adjacent to the church property.
- From phone calls made recently, vacancy rates at these types of facilities in town range from 0% - 18% vacancy.
- Current senior care needs in our community expressed are for skilled nursing care and rehabilitation. This site is probably not appropriate for that type of facility.

Community Needs & Statistics

Housing

- 27% escalation in median home sales prices in the last two years
- Current median sales price is \$355,000. It was \$220,000 in 2017.
 - Median sales price requires approx. \$2,000/month for housing + taxes + insurance
 - @ 30% maximum spending on housing, this requires an annual income of \$80,000/year.
 - AMI for Helena: \$61,324 (2019)
- RMDC currently has approximately 469 qualifying families on their waiting list for the newly constructed Red Alder Residences.
- Helena Area Habitat for Humanity currently has 200 families (approximately 600 people) on their waiting list for affordable homeownership.
- YWCA cannot serve the number of women in need of their services in our community. 25 women on their waiting list.

Our planning partners



Goal: To help address the desperate need for more affordable housing in our community.



The City of Helena – our grant sponsor



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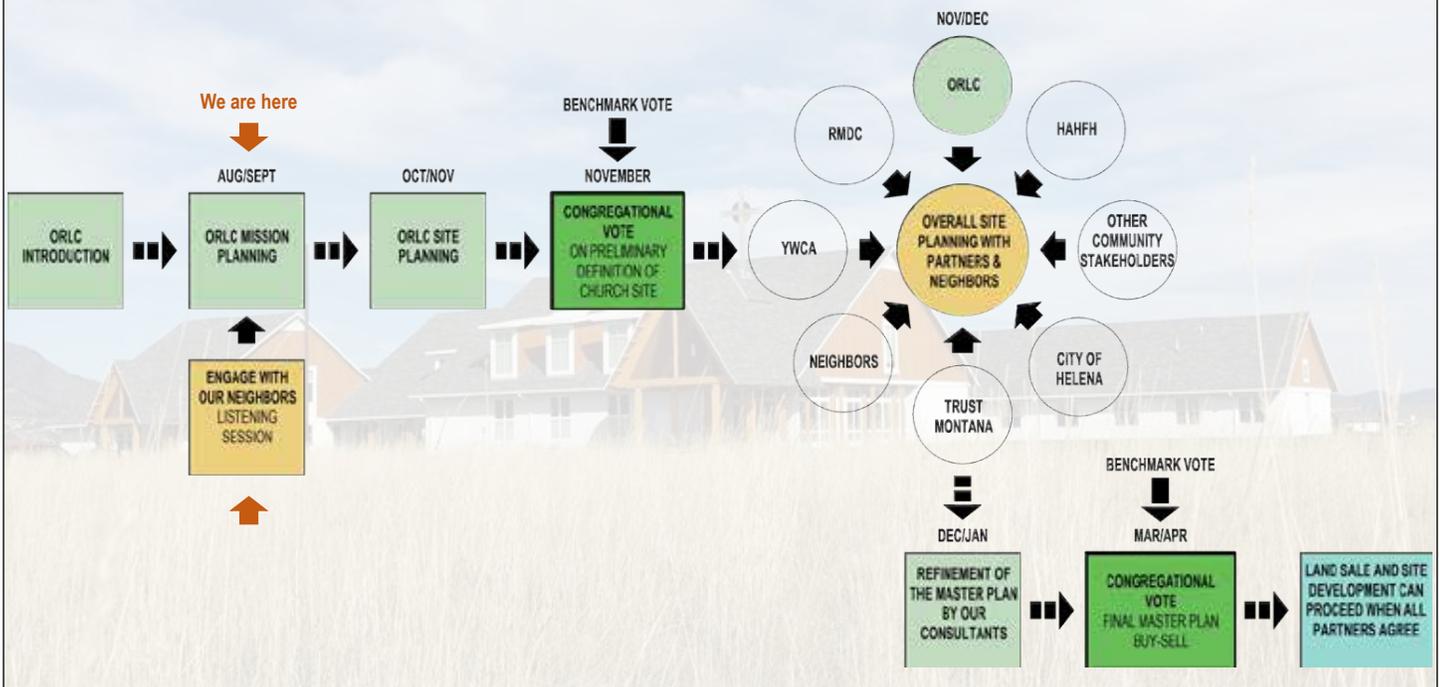


Builds housing for income-qualified people who can qualify for a loan for a reduced-cost home. Utilizes grant funding, material donations, mutual self-help, and volunteers to reduce the cost of newly-built homes.



Serves women and their children in need of housing. Seeking to provide after-care transitional housing for graduates of their 6-month sober living program in a tobacco, alcohol and drug free living environment while they seek more permanent housing and continue to receive supportive services.

ORLC DEVELOPMENT PLANNING PROCESS DIAGRAM



The church is seeking neighbor input on:

Church Mission Planning

-development on the church property

Embraced by God's love, we reach out to serve because Our Redeemer lives.

- How might the traditional role of the church be expanded to address neighborhood needs?

Site Amenities

-Amenities on the larger property

- What should we consider including on the larger site that would be a positive amenity for the entire neighborhood?

Examples of Current Church Missions

Embraced by God's love, we reach out to serve because Our Redeemer lives.

- Worship & religious education for all ages
- Preschool
- Hosting Family Promise
- Community Use Space: scouting, symphony, music competitions, Knitters for Peace
- Community Garden
- Providing quilts to The Friendship Center and other global missions.
- Financial and volunteer support of local nonprofits like Helena Food Share, The Friendship Center, and God's Love and Flathead Lutheran Bible Camp.
- Neighborhood engagement through block parties, outdoor summer movies, Trunk-or-Treat events, etc..

Examples of Possible Future Church Missions

Embraced by God's love, we reach out to serve because Our Redeemer lives.

- Preschool expansion
- Daycare with a partner organization
- Columbarium/Memorial Garden
- Outdoor amphitheater events/worship space
- Community multipurpose building
- Community garden expansion
- Sanctuary expansion
- *What else should we consider?*

Possible Neighborhood Amenities

- Creekside access
- Playground
- Picnic shelter
- Outdoor amphitheater events/worship space
- Community multipurpose building
- Community garden expansion
- Dog park
- Outdoor recreation facilities (ie. volleyball pit, basketball court, etc.)
- Food market
- Coffee shop
- *What else should we consider?*

Provide Your Input

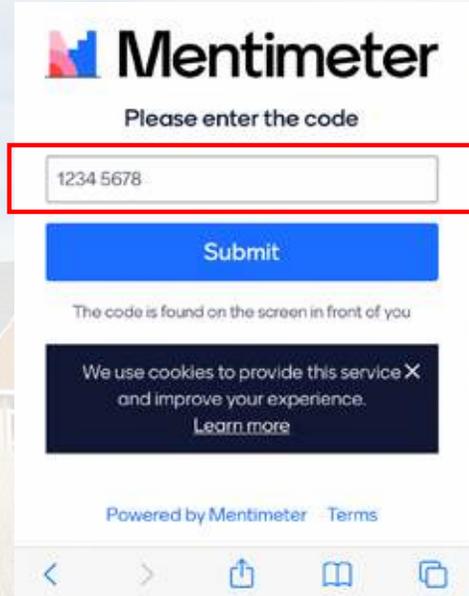
On your smart phone, go to:

Menti.com

Enter code:

17 22 06 3

You will vote, then
hit 'SUBMIT' after each
question



or

Scan with phone camera (iPhone)
or QR app (Android)



Provide Your Input



Menti.com

Enter code:

17 22 06 3

You will vote, then hit 'SUBMIT' after each question

Frequently Asked Questions:

What is being planned for the rest of the property and why?

- The church's goal is to help address the community need for more affordable housing.
- The church wants to create a sense of community and connectivity and not to substantially change the average density of the surrounding neighborhood.
- The partners involved all are experienced in providing this type of housing and the supportive services needed and the church supports the positive community outcomes they provide.
- Our housing partners have expressed the desire for low-rise facilities (no more than 2-stories).



Affordable Rentals



Affordable
Homeownership



Transitional Housing
for women and
children

Frequently Asked Questions:

I fear the loss of open space.

- The church has been happy to share its open space with the neighborhood for the last 10+ years, but the church cannot afford to own and maintain all this open space in perpetuity. It has always been the intent of the church to develop its property in service to greater community needs.
- The creek and wetlands areas will always have open space associated with them as development is not allowed along that corridor.
- The church property East of Benton will become City park space.
- We are interested in knowing what outdoor public amenities would be of benefit to the neighborhood so that we can consider including these in the master plan.

Frequently Asked Questions:

Will the waterway be protected?

- Both the church and Scenic Developers who own the subdivision south of the church will have to comply with waterway and wetlands setbacks which will not allow us to develop within sensitive waterway corridors.
- 75 feet of natural habitat protection
- 200 feet structure setback
- We desire to find ways of enhancing the natural features of the waterway and provide recreational access along this corridor
- Community can work with other partners for connectivity: City Parks, Prickly Pear

Frequently Asked Questions:

Will new development affect traffic flow in the neighborhood?

- We will be required to conduct a traffic impact study.
- We are not proposing high density.
- Compared to the scale of all other subdivisions feeding into the feeder streets of this neighborhood, this development will be a minor addition.
- It is likely this development will require the connector street of Horseshoe Bend Rd. to go through from Benton Ave. to Green Meadow Dr.. The addition of this connector street will help to disperse traffic into and out of all these neighborhoods and give all residents more options for ingress and egress.

Frequently Asked Questions:

How might this development affect the neighborhood?

- The church has a strong desire to create an aesthetically pleasing and community-minded place to live to enhance the neighborhood.
- We believe this development will increase livability by creating better connectivity, walking paths, shade trees, and other site amenities.
- The church is seeking public input in order to make this a superior development.
- RMDC & YWCA own and operate strictly managed sites: management oversight, parking control, landscape maintenance, trash control, noise control, resident behavior management.

Property values?

- The Community Land Trust model envisioned means that nothing built on this site could ever be used as a comparable during appraisal of surrounding single-family homes or duplexes.
- Impacts to real estate value have more to do with the quality of the development. All our partners rely on federal subsidy funding which has strict controls over quality of construction and management.
- We are seeking to enhance neighborhood livability.

What additional questions can we address?



Q1-1

Of the possible Church Mission Planning goals, how do these align with your neighborhood goals?



1st

Preschool Expansion

2nd

Community Multipurpose Building

3rd

Daycare with a Partner Organization



4th

Outdoor Amphitheater events/worship space

5th

Community Garden Expansion

6th

Columbarium/Memorial Garden



7th

Sanctuary Expansion

Q1-2 What additional mission goals not listed should the church consider?

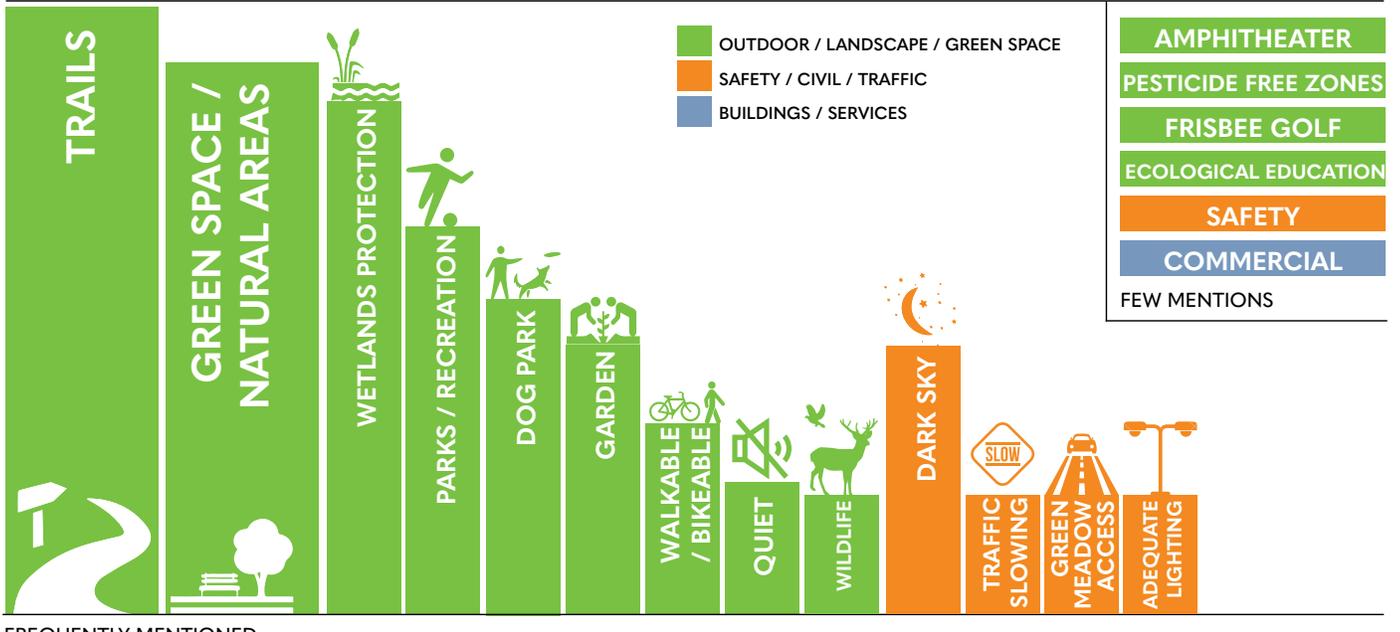
	VETERAN HOUSING		MENTAL HEALTH COUNSELING
	AFFORDABLE / SENIOR HOUSING		CHURCH MOVIE NIGHT
	NOT LOW INCOME		JOB TRAINING
	DAY CARE		YOUTH CHOIR / MUSIC
	TUTORING / ESL / ADULT DAY CARE		FOOD BANK
	RESPIRE CARE		SENIOR CENTER
	IMMIGRANT TRANSITION		

Q2-1 What priority are these possible neighborhood amenities to you?

- 1st Creek Access
- 2nd Playground
- 3rd Trails
- 4th Sports Courts/Fields
- 5th Outdoor Event Space
- 6th Picnic Shelter / Undeveloped Open Space [TIE]
- 7th Dog Park
- 8th Business (market, coffee shop, etc.)



Q2-2 Are there any other neighborhood amenities that should be considered?



Neighborhood Listening Session - September 8, 2021

SMA ARCHITECTS

HELENA	920 Front Street, Suite 101	Helena, MT 59601	ph. 406.442.4933
BOZEMAN	109 East Oak St., Suite 2E	Bozeman, MT 59715	ph. 406.219.2216

ORIC Neighborhood & Congregation Meeting - 9.8.21

Questions:

1. Clarification on site, R3, etc.
2. Sidney - neighbor across the street, retire across from church; we're not happy, property value concerns, vet home.
 - ↳ RMDC serves many vets
3. assisted living need not affordable housing
 - will still serve many seniors
4. east side more church, w. side more affordable housing?
 - are units rental or sold?
 - ↳ RMDC: rental Habitat: sold
5. marker for church property line / YWCA housing
 - & what aftercare means?
 - YWCA: walking, childcare, neighborhood support, park
 - property - City is doing an assessment of lots & roadways
6. R3 Zoning vs. Commercial Zoning - TBD
 - City may likely pursue R3
7. Schedule: MP Doc: mid of next year w/ financials
 - construction is many years out
8. neighbor: how many units? too early in process
 - suitable & feasible w/ partners
 - how much will church take? not quality as neighboring homes? is this really the spot?
 - need sustainable housing, more equity, serviceability
 - development & transition between then,
9. build a vet home - ARPA
 - serve the community

Neighborhood Listening Session - September 8, 2021



428 N Last Chance Gulch
Helena, MT 59601
P: 406.449.2013

MOSAICARCH.COM



architecture + design

920 Front Street, Suite 101
Helena, MT 59601
P: 406.442.4933

SMA.DESIGN

Meeting Sign-In Sheet

Project:	Our Redeemer's Lutheran Church Feasibility Study	Day/Time:	2021.09.08 7:00 p.m.
		Project #:	2107
Subject:	Neighborhood + Congregation Listening Session	Location:	ORLC Sanctuary
		Submitted by:	Mosaic Architecture SMA Architecture + Design
Attachments:	none	Meeting No.:	01

Attendee/ Company	Do you wish to be contacted about further meetings? Yes/No	Phone	e-mail
Craig Erickson	Yes	399-0104	ericksoncr@yahoo.com
Kim Randall	yes	431-5638	kimr9462@gmail.com kimr9462@gmail.com
Tarub Kuriz	yes	406-531-6578	jarubk@helena.lutheran.org
Bonner J Armstrong	yes	406-443-7631	bonnerarmstrong@gmail.com
Grannette Caskey	yes	406-560-1021	
Doug & Sandy Morgan	yes	406-458-9721	morgan_doug@juni.com
Nelson Beck	yes	720-838-8914	
Charlitta Neils	yes	651-587-8083	crn11001@lutheran.edu
Lori Chase	no	410-271-5841	lachase@grizden.com
Dennis Testa			
Troy Jhuett			

Congregational Mission Planning Meeting

As we take on the task of development planning with our development partners, it is first important that the congregation assess possible future church missions that would have implications on the amount of property the church wishes to retain. To that end, there will be two identical meetings offered at which our consultant team and ORLC Development Committee will be seeking your input on future mission priorities.

Please plan to attend one of these identical, in-person meetings and, if you have one, please bring your smart phone or other portable device with you. Meeting leaders will be conducting live on-line polling using your personal device.

Sunday, September 19th at 9:45am

or

Wednesday, September 22nd at 7:15pm

In the Great Room

Congregational Meeting - September 19, 2021







**Building Together in Faith
Moving Together in Faith**

Living Together in Faith



*Embraced by God's love, we reach out to serve
because Our Redeemer lives.*

Sept. 19, 2021

Why we are gathered – Mission Planning

1. Brief project overview
2. Share basic information about the church property
3. How future on-campus mission planning fits into the development planning process
4. Overview of responses we received at the neighborhood meeting
5. Future missions introductions and discussions
6. Feedback on mission priorities

If you have a smart phone, please gather it at this time. Toward the end of this presentation, there will be an interactive component through which you can give us feedback with your smart phone.

The Planning Team

Jeff Downhour
Gretchen Krumm



Tim Meldrum
Becky Lawson
Carley Smith
Jordan Cann

Along with:



Stahly Engineering: Site & Civil Consultant

GL Development

Gene Leuwer: Financial Consultant and Affordable Housing Development Expert
-Director of RMDC for many years
-Now consults with and develops affordable housing projects

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Our planning partners



Goal: To help address the desperate need for more affordable housing in our community.



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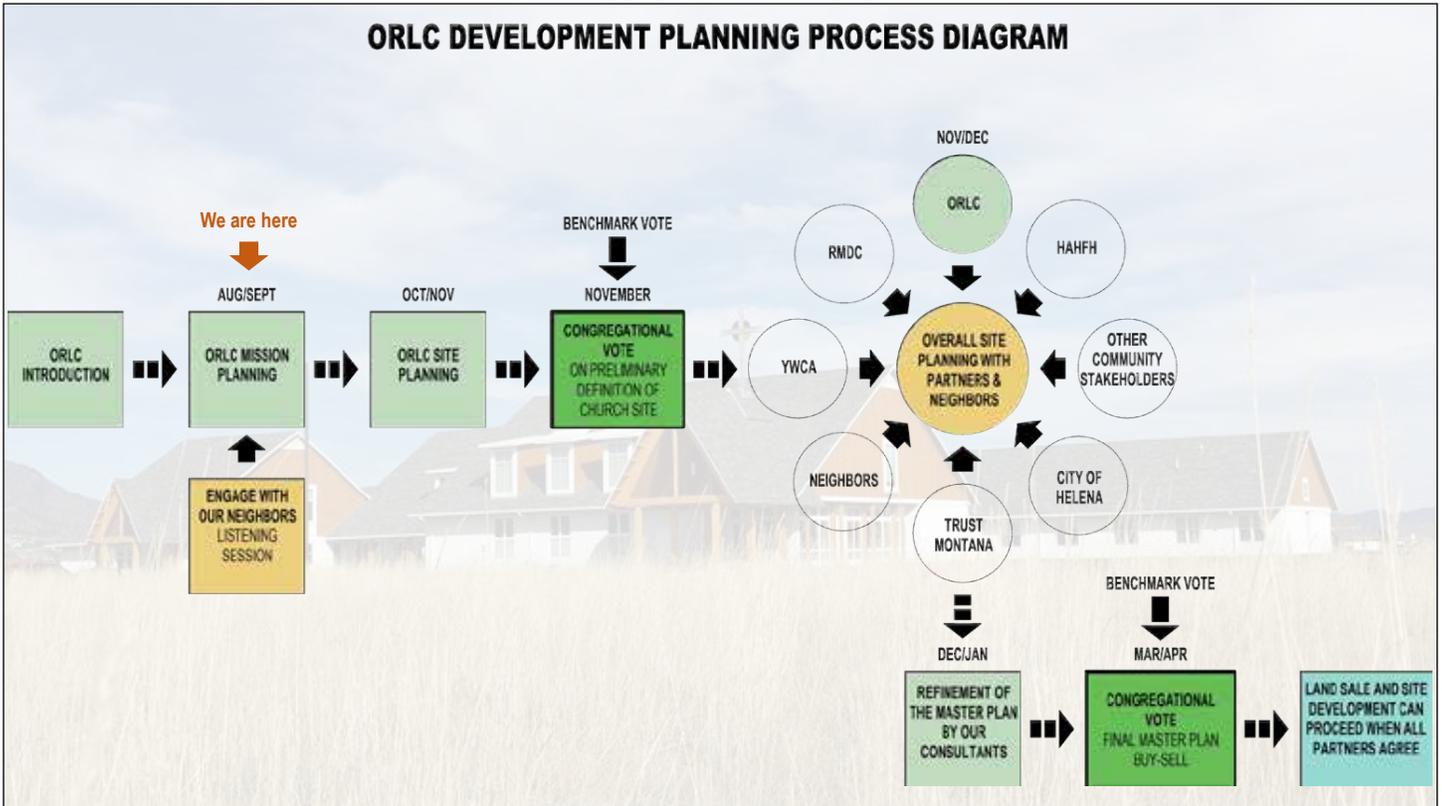


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Serves women and their children in need of housing. Seeking to provide after-care transitional housing for graduates of their 6-month sober living program in a tobacco, alcohol and drug free living environment while they seek more permanent housing and continue to receive supportive services.





Q1-1

Of the possible Church Mission Planning goals, how do these align with your neighborhood goals?



1st

Preschool Expansion



2nd

Community Multipurpose Building



3rd

Daycare with a Partner Organization

4th

Outdoor Amphitheater events/worship space

5th

Community Garden Expansion

6th

Columbarium/Memorial Garden

7th

Sanctuary Expansion

Q1-2 What additional mission goals not listed should the church consider?

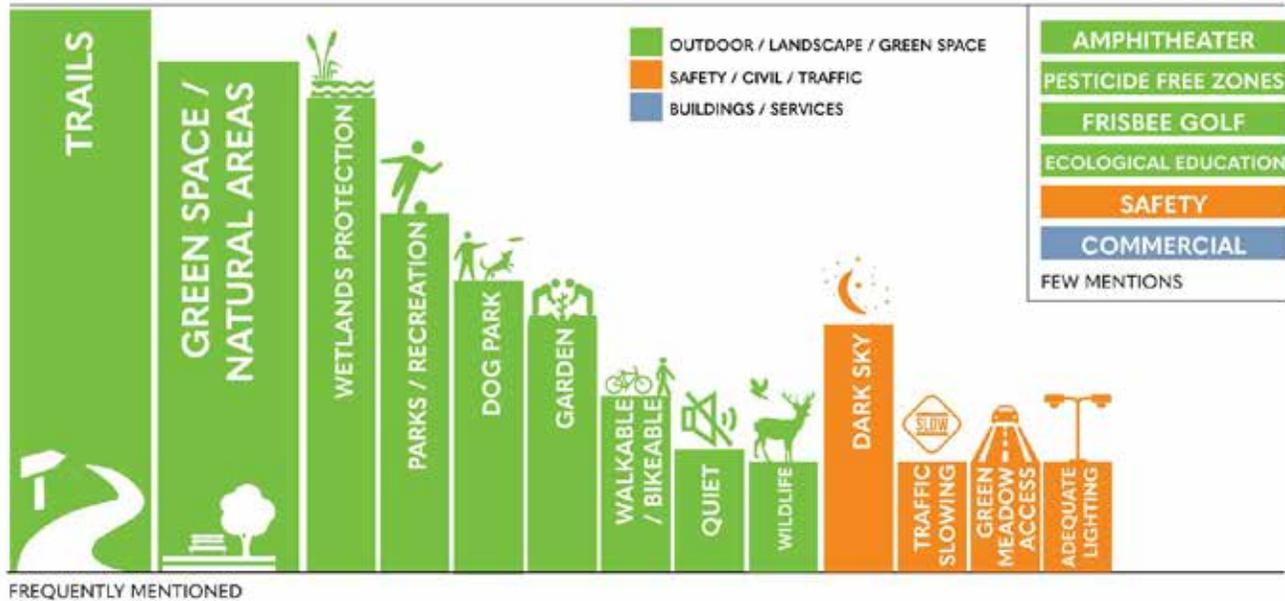
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Q2-1 What priority are these possible neighborhood amenities to you?

	Creek Access	
	Playground	
	Trails	
4 th	Sports Courts/Fields	
5 th	Outdoor Event Space	
6 th	Picnic Shelter / Undeveloped Open Space [TIE]	
7 th	Dog Park	
8 th	Business (market, coffee shop, etc.)	

Congregational Meeting - September 19, 2021

Q2-2 Are there any other neighborhood amenities that should be considered?



On-Campus Missions Introductions

- Preschool
- Daycare
- Columbarium/Memorial Garden
- Outdoor amphitheater/worship space
- Community/Multipurpose Building
- Community Garden
- Sanctuary Expansion
- Staff housing
- Sustainable Principles
- Faith Mission
- *What else should be considered?*

Preschool – current status

- Their reputation has been built on their level of care and attention
- 2 classes for each age group (3's, 4's, and pre-kindergarten)
- Approximately 10 students per classroom
- Enrollment ranges from 60-70 students
- Lunch Bunch program
- Preschool budget subsidized from church budget (about \$1200/month)



Preschool – future possibilities

- Daycare or after-school care could complement the preschool and draw in additional students
- Existing classrooms adjacent to the Great Room could be expanded to accommodate three additional preschool classrooms.
- Physical activity program expansion (indoor large movement room would be beneficial)
- Additional outdoor play space would be beneficial



Daycare

- Daycare or after-school care could complement the preschool and draw in additional students
- Licensing, health, safety, and qualifications requirements would dictate that this be run by a partnering organization.
- 35sf of space per child, exclusive of support spaces



Columbarium & Memorial Garden



Columbarium & Memorial Garden

- Original design included 250 niches.
- A phased-approach of 70-80 niches would be more manageable.
- Accessible pathway from sanctuary important.
- Could be planned in coordination with outdoor worship space



Outdoor amphitheater/worship space



Congregational Meeting - September 19, 2021

Outdoor amphitheater/worship space

- Proposed seating capacity of 120-150 – expandable with blanket-seating.
- Accessibility/proximity to indoor sanctuary important
- Power access for musicians and speech amplification
- Approximately 15,000sf
- Maintain view shed to Mount Helena
- Use earthen berms to create a buffer from surrounding distractions

Community/Multipurpose Building



Community/Multipurpose Building

- Large movement/gym-type space/meetings/fairs
- Many possible uses by the church, youth program, and preschool
- Other expansions of church missions
 - After-school care/student tutoring?
 - Retreats?
 - ESL?
- Community Groups Use
- Partnering organizations missions

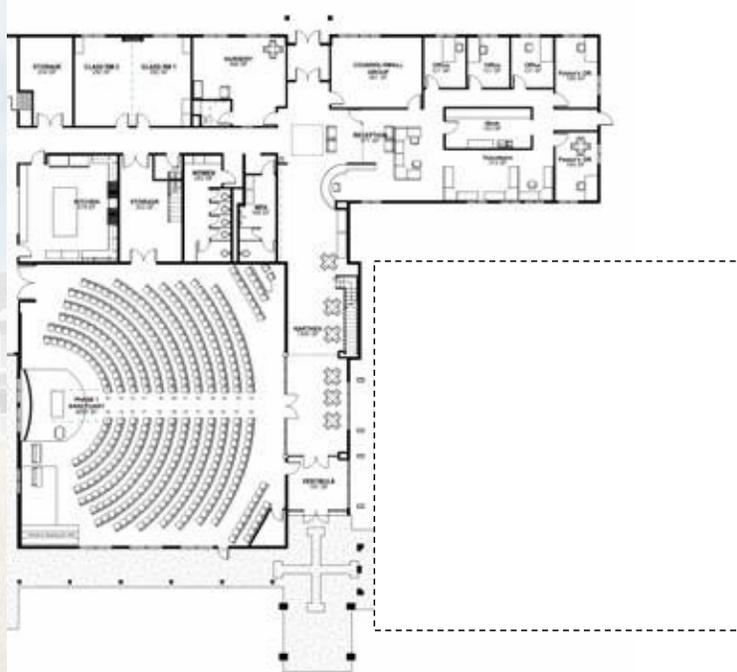
Community Garden

- Expansion unnecessary unless another entity became involved with management
- Partnering organizations may have an interest
- Preference is to maintain its current location



Sanctuary Expansion

- **Current capacity of sanctuary – about 250 (pre-COVID)**
- **Current number of services provided is adequate to meet current demand.**
- **Average worship attendance peaked in 2002 at 657/week.**
- **Average worship attendance in 2019 was 267.**



Staff Housing

- **A housing allowance is currently provided to rostered staff.**
- **Would on-site housing for staff be desirable (for staff or the congregation)?**
- **Would providing on-site housing help with staff recruitment?**



Sustainable Principles

- **Minimizing the impacts of development on existing soils, geographic features, water sources, vegetation and animal life.**
 - Buffers around wetlands/waterways
 - Native and drought-tolerant revegetation
 - Rainwater capture and repurpose
- **Optimize the proportion of open space to built space**
 - Well-being of residents
 - Managing rainwater runoff
 - Recreation and gardening
- **Energy efficiency and on-site renewable production**
- **Encouraging recycling**
 - On-site recycling collection and composting



Faith Mission

- **The understanding that we cannot fully know the future needs of this congregation.**
- **How do we acknowledge and provide opportunity for these unknown future missions?**
- **How do we properly seed and fertilize for these future missions?**



Congregational Meeting - September 19, 2021

Provide Your Input Sunday

Sunday

On your smart phone, go to:

Menti.com

Enter code:

2004 7560

You will vote, then
hit 'SUBMIT' after each
question

Mentimeter

Please enter the code

Submit

The code is found on the screen in front of you

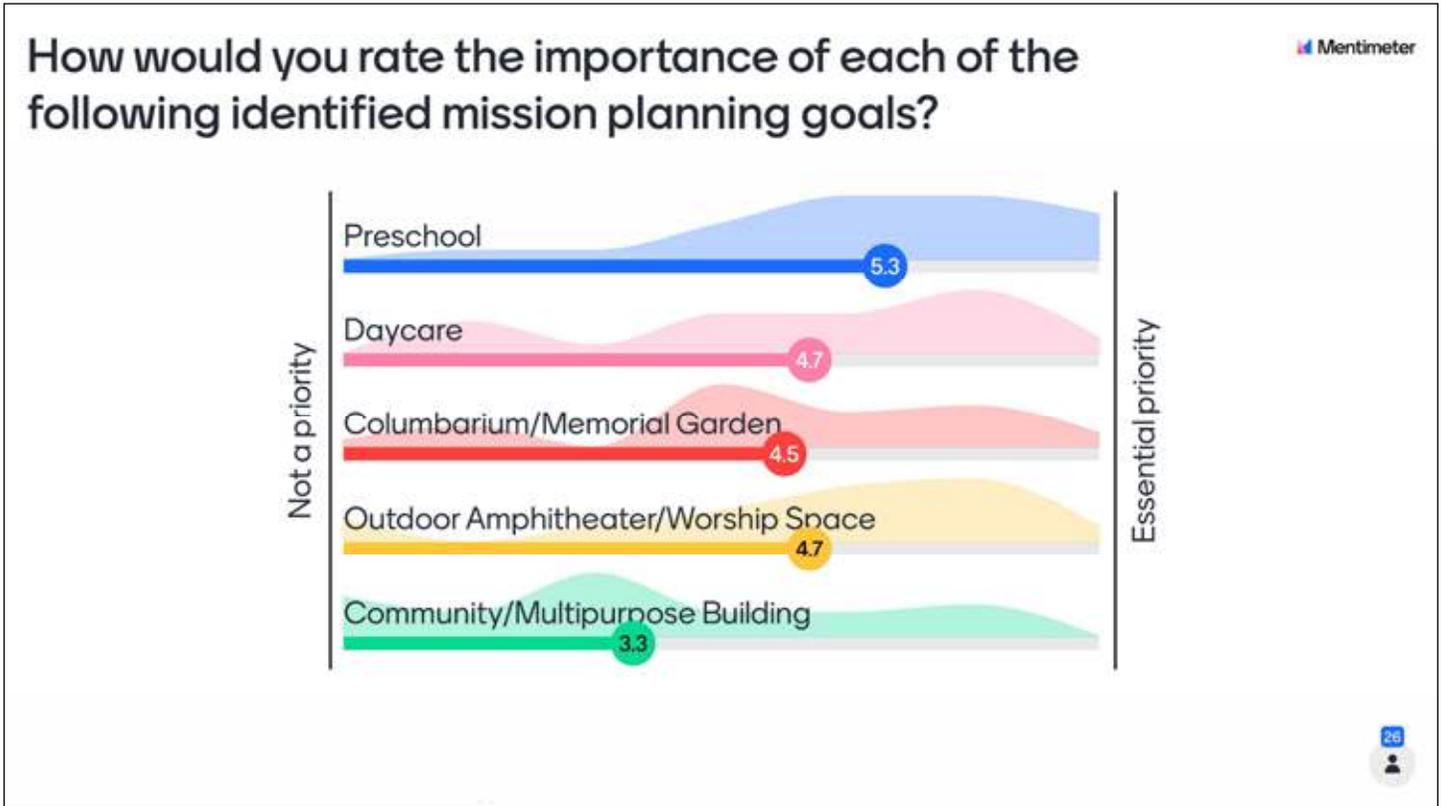
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What additional questions can we address?

A

Congregational Meeting - September 19, 2021



Congregational Site Planning Meeting (Charrette)

Sunday, October 3rd and the following Wednesday, October 6th there will be identical, in-person charrettes focused on church site planning. At these meetings, we will be taking a closer look at high-priority church missions and visioning about how our land resource can best facilitate future ministry opportunities. Hands-on tools will be provided for site planning and problem-solving.

Please plan to join us for one of these site planning charrettes.

Sunday, October 3rd at 9:45am

or

Wednesday, October 6th at 7:15pm

In the Great Room

Follow-up meetings (again identical meetings) will be held Sunday, October 10th and Wednesday, October 13th at which the design team will present site plans for critique and comment.

Please plan to join us for one of these follow-up critique meetings.

Sunday, October 10th at 9:45am

or

Wednesday, October 13th at 7:15pm

In the Great Room

Congregational Meeting - October 3, 2021





TRUST MONTANA



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improving lives, strengthening communities.



Helena Area
Habitat
for Humanity®

eliminating racism
empowering women
ywca
helena



CITY OF HELENA



OUR REDEEMER'S
LUTHERAN CHURCH

**Building Together in Faith
Moving Together in Faith**

Living Together in Faith

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because Our Redeemer lives.*

Oct. 3 & 6, 2021



OUR REDEEMER'S LUTHERAN CHURCH
DEVELOPMENT PLANNING

Why we are gathered – Site Planning

1. Share basic information about the church property and site planning – givens and variables.
2. Overview of responses we received at the mission planning meetings.
3. Site planning small group exercise.
4. Report back and discussion.
5. Sticky note feedback

The Planning Team

Jeff Downhour
Gretchen Krumm



Tim Meldrum
Becky Lawson
Carley Smith
Jordan Cann

Along with:



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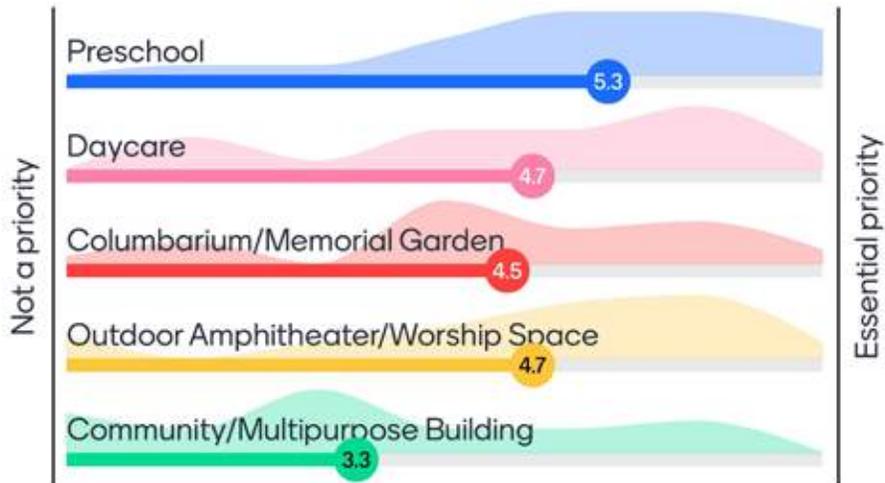


Serves women and their children in need of housing. Seeking to provide after-care transitional housing for graduates of their 6-month sober living program in a tobacco, alcohol and drug free living environment while they seek more permanent housing and continue to receive supportive services.



How would you rate the importance of each of the following identified mission planning goals?

Mentimeter



Congregational Meeting - October 3, 2021



*** Please provide sticky-note feedback on one of the wall posters.**

*** Please text any photos of site plans taken to 406-594-4566.**

*** Follow-up meetings next week.**

End of Congregational Meeting - October 3, 2021

Congregational Meeting - October 10, 2021





TRUST MONTANA

ROCKY MOUNTAIN DEVELOPMENT COUNCIL, INC.
improving lives, strengthening communities.

Habitat
for Humanity
eliminating racism
empowering women

ywca
helena

CITY OF HELENA



OUR REDEEMER'S
LUTHERAN CHURCH

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Moving Together in Faith**

Living Together in Faith

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because Our Redeemer lives.*

Oct. 10 & 13, 2021



OUR REDEEMER'S LUTHERAN CHURCH
DEVELOPMENT PLANNING

Why we are gathered – Site Plan Critique

1. Mission priorities survey results.
2. Present site plan layout for future church and church-related missions.
3. Example photos.
4. Small group critique exercise.
5. Report back and discussion.
6. Survey feedback

The Planning Team

Jeff Downhour
Gretchen Krumm



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Along with:



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Congregational Meeting - October 10, 2021



Outdoor worship space



Columbarium



Daycare & Preschool



Large movement/Youth/Multipurpose



Provide Your Input



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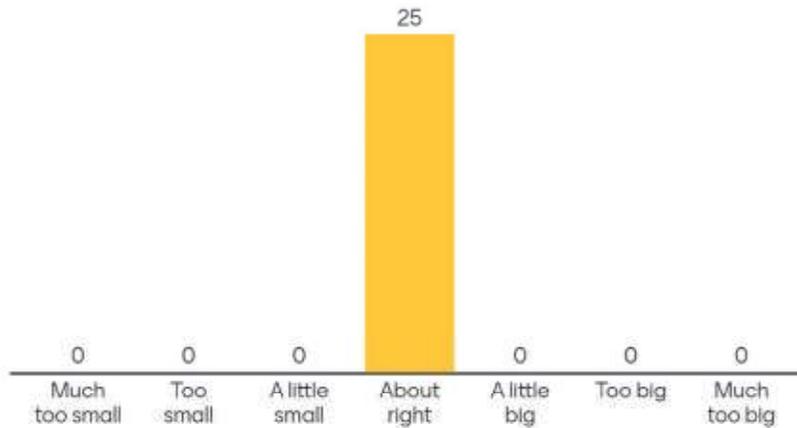
Enter code:

99 48 377

Go to www.menti.com and use the code 6628 9634

How does the amount of area proposed to be retained for current and future church missions feel to you?

Mentimeter

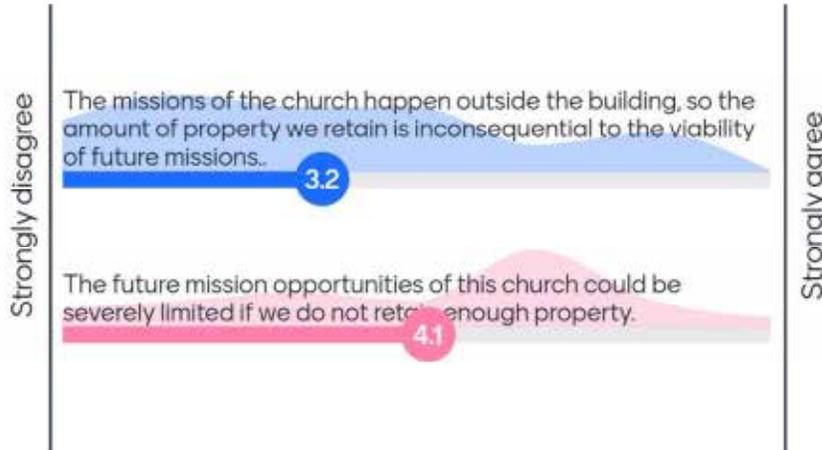


Congregational Meeting - October 10, 2021

Go to www.menti.com and use the code 6628 9634

Missions on or off campus

Mentimeter



End of Congregational Meeting - October 10, 2021

Congregational Site Planning Meeting (Charrette)

Sunday, October 3rd and the following Wednesday, October 6th there will be identical, in-person charrettes focused on church site planning. At these meetings, we will be taking a closer look at high-priority church missions and visioning about how our land resource can best facilitate future ministry opportunities. Hands-on tools will be provided for site planning and problem-solving.

Please plan to join us for one of these site planning charrettes.

Sunday, October 3rd at 9:45am

or

Wednesday, October 6th at 7:15pm

In the Great Room

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Sunday, October 10th at 9:45am

or

Wednesday, October 13th at 7:15pm

In the Great Room

Congregational Vote Meeting - November 14, 2021

November 14, 2021 Determination of Boundary

Meeting began at approximately 9:45 a.m.

The following is an outline of the presentation given by Gretchen Krumm and Jeff Downhour of the Mosaic. The presentation is incorporated into the meeting minutes by reference:

- The Motion
- The Team
- Partnerships
- Congregation's Vote – Preliminary definition of the church site
- What's next
- Ultimate objective - the sale of the land
- Community Needs & Statistics
- Meetings outline – see the presentation
- Final site plan – see the presentation
 - 11.2 acres for proposed project – this land would be sold
 - 7.5 acres to be retained by ORLC for ministries

Following the presentation, Council President Jan Martin asked for a motion, to which Cody Salo offered the following:

To affirm, for planning purposes, the proposed boundary of the property to be retained by Our Redeemer's Lutheran Church.

Several people responded to President Martin's request for a second to the motion. President Martin then called for questions. Scott Walter asked the following:

Q1 – Does this relieve us from any obligation to finalize Horseshoe Bend?

Jeff Downhour – responded. One of the responsibilities passed to the development partners is the development of Horseshoe Bend. The sale of the land would cover that and relieve the obligation to the church.

With no further questions, President Martin asked those present to vote on the motion. The ballots were collected and counted, and the motion carried.

For: 73 (two votes were from people participating via Zoom.)
Against: 10

Congregational Vote Meeting - November 14, 2021







**Building Together in Faith
Moving Together in Faith**

Living Together in Faith

*Embraced by God's love, we reach out to serve
because Our Redeemer lives.*

Nov. 14, 2021



Why we are gathered – Vote of Affirmation

To affirm, for planning purposes, the proposed boundary of property to be retained by Our Redeemer's Lutheran Church for current and future missions as represented by the presented site plan.

This meeting is **not** a final agreement to sell the land.

CDBG Grant Planning Team

Jeff Downhour
Gretchen Krumm



Tim Meldrum
Becky Lawson
Carley Smith
Jordan Cann

Along with:



Stahly Engineering: Site & Civil Consultant

GL Development

Gene Leuwer: Financial Consultant and Affordable Housing Development Expert
-Director of RMDC for many years
-Now consults with and develops affordable housing projects

Our planning partners



Goal: To help address the desperate need for more affordable housing in our community.



The City of Helena – our grant sponsor



A Community Land Trust (CLT) holds land in trust for affordable housing and establishes ground leases with building owners. Resale of buildings are restricted to income-qualified buyers and price escalation is capped to ensure long-term affordability.



Rocky Mountain Development Council: Develops, owns and manages affordable rental housing for qualifying individuals and families.

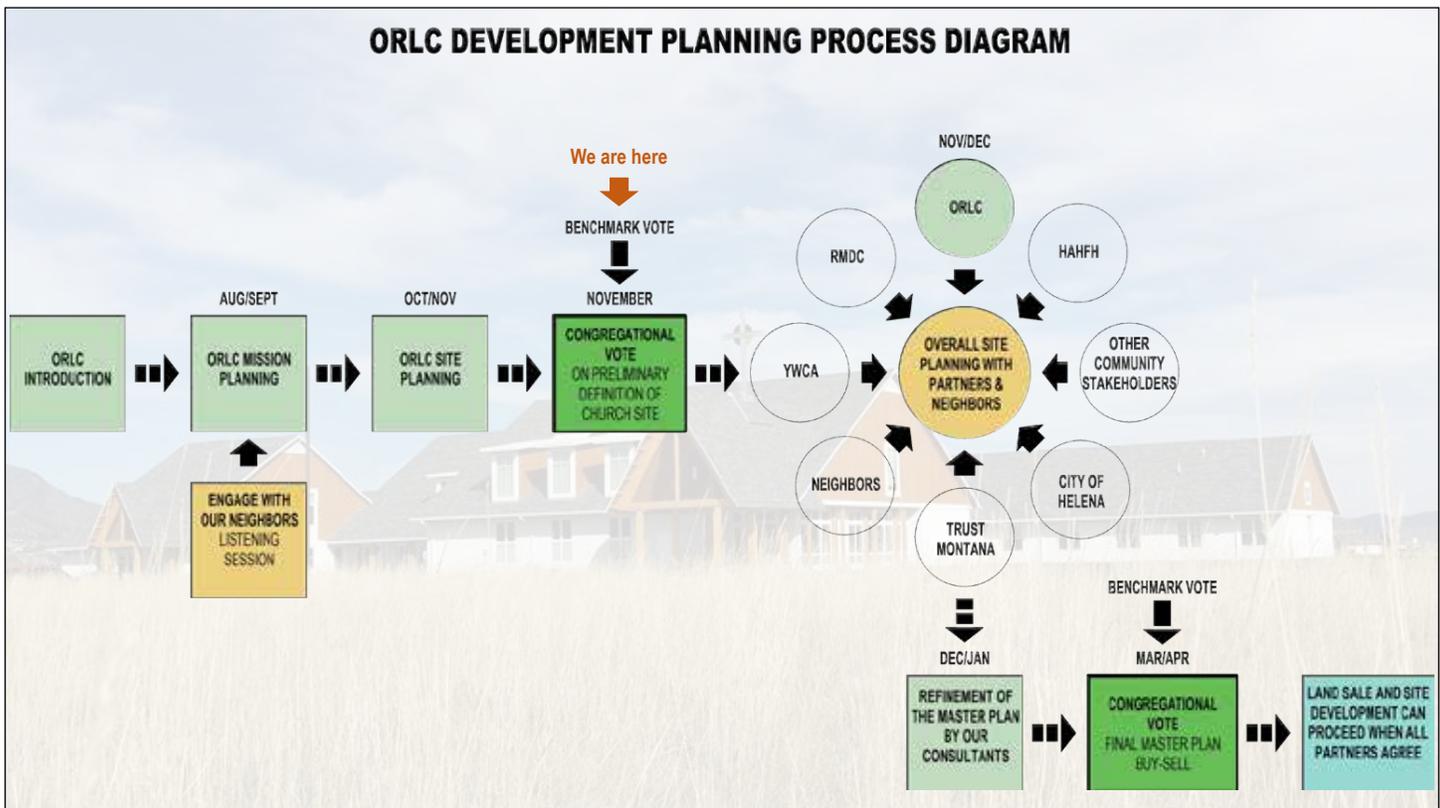


Builds housing for income-qualified people who can qualify for a loan for a reduced-cost home. Utilizes grant funding, material donations, mutual self-help, and volunteers to reduce the cost of newly-built homes.



Serves women and their children in need of housing. Seeking to provide after-care transitional housing for graduates of their 6-month sober living program in a tobacco, alcohol and drug free living environment while they seek more permanent housing and continue to receive supportive services.

Congregational Vote Meeting - November 14, 2021



Community Needs & Statistics

Housing

- 27% escalation in median home sales prices in the last two years
- Current median sales price is \$355,000. It was \$220,000 in 2017.
 - Median sales price requires approx. \$2,000/month for housing + taxes + insurance
 - @ 30% maximum spending on housing, this requires an annual income of \$80,000/year.
 - AMI for Helena: \$61,324 (2019)
- RMDC currently has approximately 469 qualifying families on their waiting list for the newly constructed Red Alder Residences.
- Helena Area Habitat for Humanity currently has 200 families (approximately 600 people) on their waiting list for affordable homeownership.
- YWCA cannot serve the number of women in need of their services in our community. 25 women on their waiting list.

Congregational Vote Meeting - November 14, 2021

Meetings Outline

Congregational Vote to join the CDBG Grant Partnership – Aug. 23, 2020

Introductory Congregational Meeting – July 25, 2021

ORLC Listening Session with Neighbors – Sept. 8, 2021

ORLC Mission Priorities meeting – Sept. 19 & 22, 2021

ORLC Site Planning Charrette – Oct. 3 & 6, 2021

ORLC Site Plan Presentation & Critique – Oct. 10 & 13, 2021

Vote of Affirmation – Nov. 14, 2021

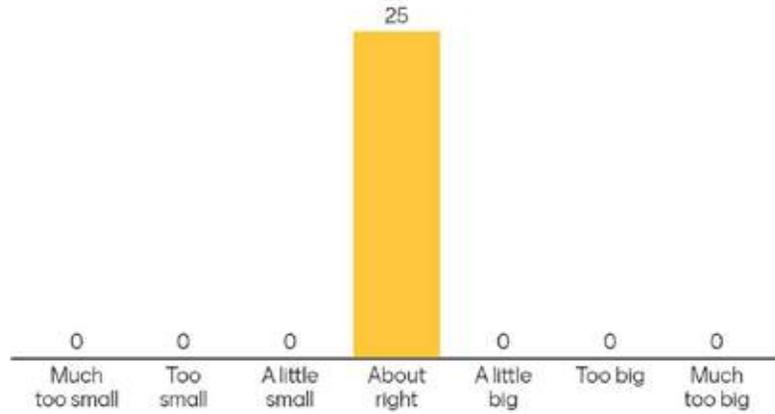
Planning Charrettes with our Partners – to be scheduled

Site Planning Charrette



Final Site Plan Presentation

How does the amount of area proposed to be retained for current and future church missions feel to you?



Congregational Vote Meeting - November 14, 2021

Why we are gathered – Vote of Affirmation

To affirm, for planning purposes, the proposed boundary of property to be retained by Our Redeemer's Lutheran Church for current and future missions as represented by the presented site plan.

This meeting is **not** a final agreement to sell the land.

End of Congregational Vote Meeting - November 14, 2021

All Partner Meeting 1 - November 30, 2021





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Helena Area
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ywca
helena



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Nov. 30th, 2021 – All Partners Meeting

Why we are gathered

- Introductions
- Planning Process update
- Introduction of Partnering Organizations
- Goal Setting
- Site Zoning Discussion

The Planning Team

Jeff Downhour
Gretchen Krumm



Tim Meldrum
Becky Lawson
Carley Smith
Jordan Cann

Along with:



Stahly Engineering: Site & Civil Consultant

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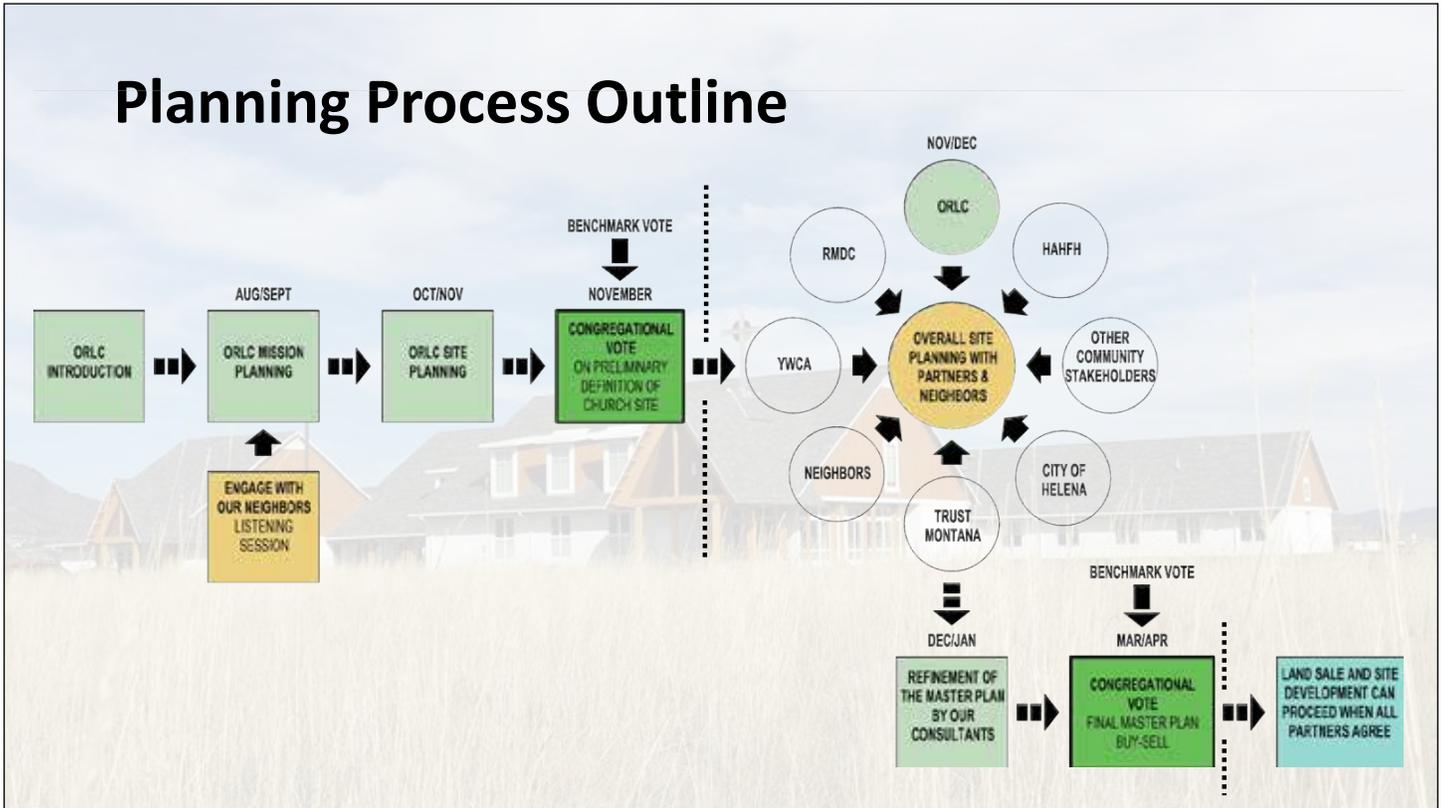
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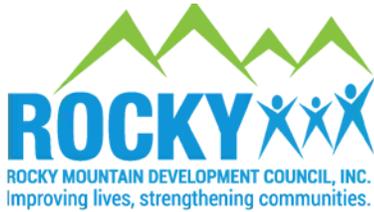
Goal – interrupt cycles of homelessness for women

- Poverty
- Mental health
- Substance abuse

Planning Process Outline



RMDC Affordable Housing



Rocky Mountain Development Council: Develops, owns and manages affordable rental housing.

- 450 people currently on their wait list
- 30-35 units optimal
- Would prefer to develop housing that is blended senior and family housing to serve their wait list more equitably
- Prefers side-by-side townhouse-style units
- Likely funding mechanism would be federal tax credits

Helena Area Habitat for Humanity



Builds housing for income-qualified people who can qualify for a loan for a reduced-cost home.

- 200 families (600 people) currently on their wait list
- Currently can develop 10 units/yearGoal is 30 units/year by 2030
- Flexible about how many units they might get in this project
- Have worked within the Community Land Trust model before
- Flexible about the configuration of the units
 - Single family
 - Duplexes or larger
- Variety of unit sizes is good
 - 3-bedroom/2 bath have been the most flexible for them
 - 4-bedroom units are hard for families to find
 - Smaller units would better suit seniors
- Prefer to provide garages and covered parking



WINGS Program
(Women Initiating New Growth and Stability)

- Residential sober living program that provides stability and safety for women (and their children) who are transitioning from stories of addiction and homelessness to self-sufficiency and healthy lives.
- Downtown facility has 20 dorm-style rooms
- Many women they are serving have small children with them.
- Downtown facility would continue to serve women in a 6-month sober living program with intensive treatment.
- Transitional housing would support women who have graduated from the intensive program and proven they can be successful. They move into the After Care program.
 - 18-24 months
 - 12-20 efficiency units
 - Supportive services and After Care
 - Tobacco, alcohol, and drug free living requirement
 - Child-friendly grounds and playground
 - Set the women up for success
 - More independence
 - Supportive environment for parenting
 - Learn to be a good neighbor
- Caterpillars Parenting Center
- Trauma-informed Daycare/Preschool this fall

Our Redeemer's Lutheran Church

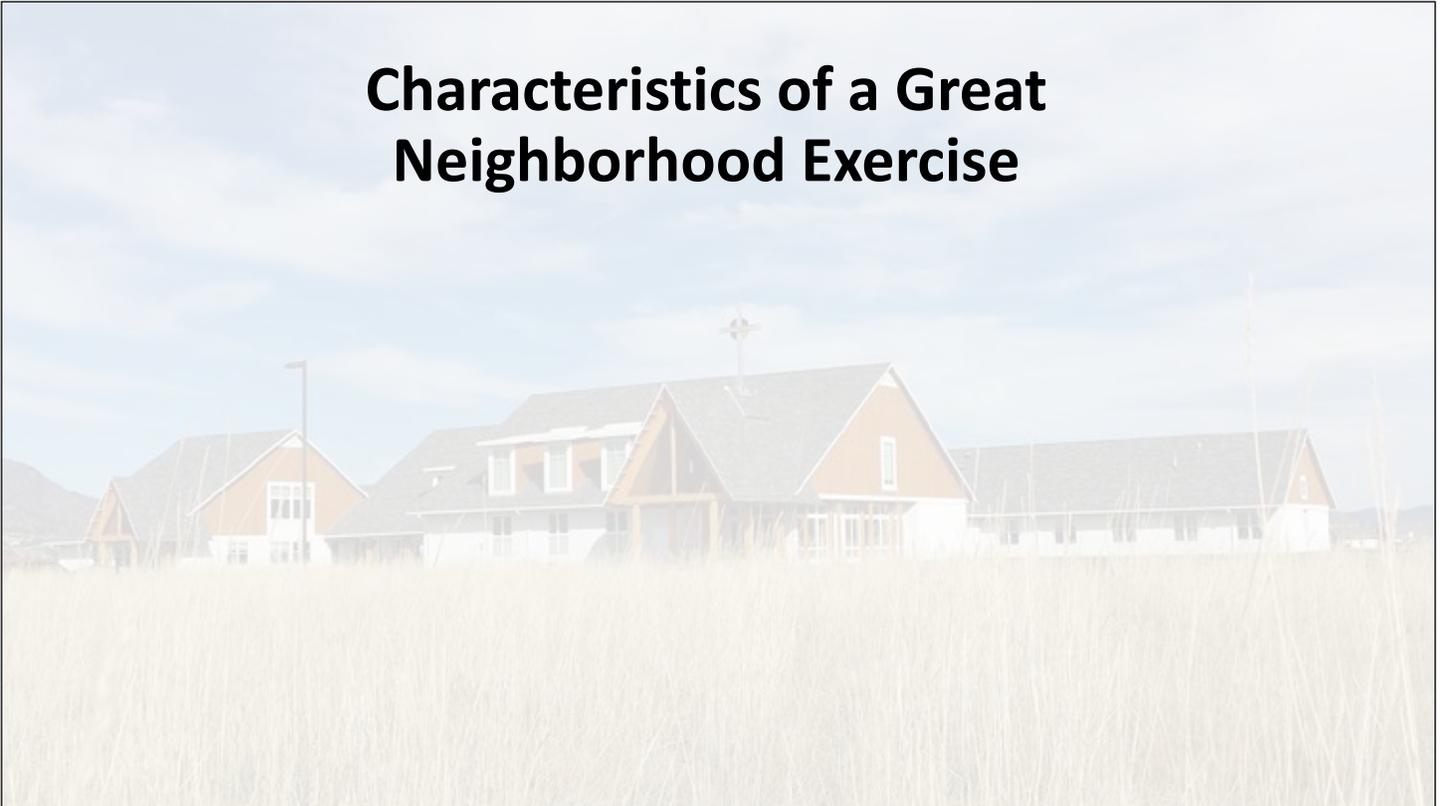


Member of the ELCA (Evangelical Lutheran Church of America)

- Church site mission priorities
 - Preschool expansion
 - Youth activity spaces
 - Daycare with partner
 - Outdoor amphitheater
 - Columbarium/Memorial Garden
- See the land put into community service
- Develop new partnering relationships and service opportunities for members
- Assurance of what will be developed and who it will serve prior to any sale
- There is a lien on the 20 acres
- Church wants to be debt-free in order to focus on new ministries

All Partner Meeting 1 - November 30, 2021

Characteristics of a Great Neighborhood Exercise



Characteristics of a Great Neighborhood:From partners:

Open space and sidewalks
Trees, parks, playgrounds
Community feel/friendly people
Variety of housing
Safe, affordable housing
Boulevards
Parks
Other complimentary public and commercial uses
Close to services: food, medical
Close to schools
Green space/open space (2)
Walkable space – sidewalks (2)
Safety for young families
Ease of transportation to core services

From congregation members:

Walkable (6)
Open space (4)
Orderly – upkeep – clean
Friendly
Good water, utilities, and transportation
Kids!
Schools
Playgrounds (3)
Amenities like markets, bus routes, church
Inviting, open to interactions
Front porches
Planned and arranged well
Trees
Gathering areas
Safe (2)
Cooperation
Off street parking
Street lights
Access to public transportation
Activities for the community
Variety of people
Variety of home styles and sizes
Parks

All Partner Meeting 1 - November 30, 2021

Goals & Strategies Discussions

Goal: Create a neighborhood that connects to the larger community

Strategies:

- Create shared outdoor gathering places with pedestrian connectivity.
- Get a public transportation stop on or near the site.
- Prioritize public-facing building entries (onto public space but not a parking lot)

Goal: Create living units that prioritize individual privacy and dignity.

Strategies:

- Provide every unit access to light, views & air from multiple directions.
- Provide every unit outdoor living (patio) space controlled by the owner/tenant.
- Provide every unit access to a playground or garden within 300' (100 yards).

Goal: Prioritize Sustainable Development Principles

Strategies:

- Seek opportunities for a food market development on-site.
- Develop and promote an expansion of on-site food production gardens.
- Provide a minimum density of 7 dwelling units/acre.
- Plan walkable streets.
- Establish minimum building energy performance standards.

Goal: Create a Financially Feasible Development

Strategies:

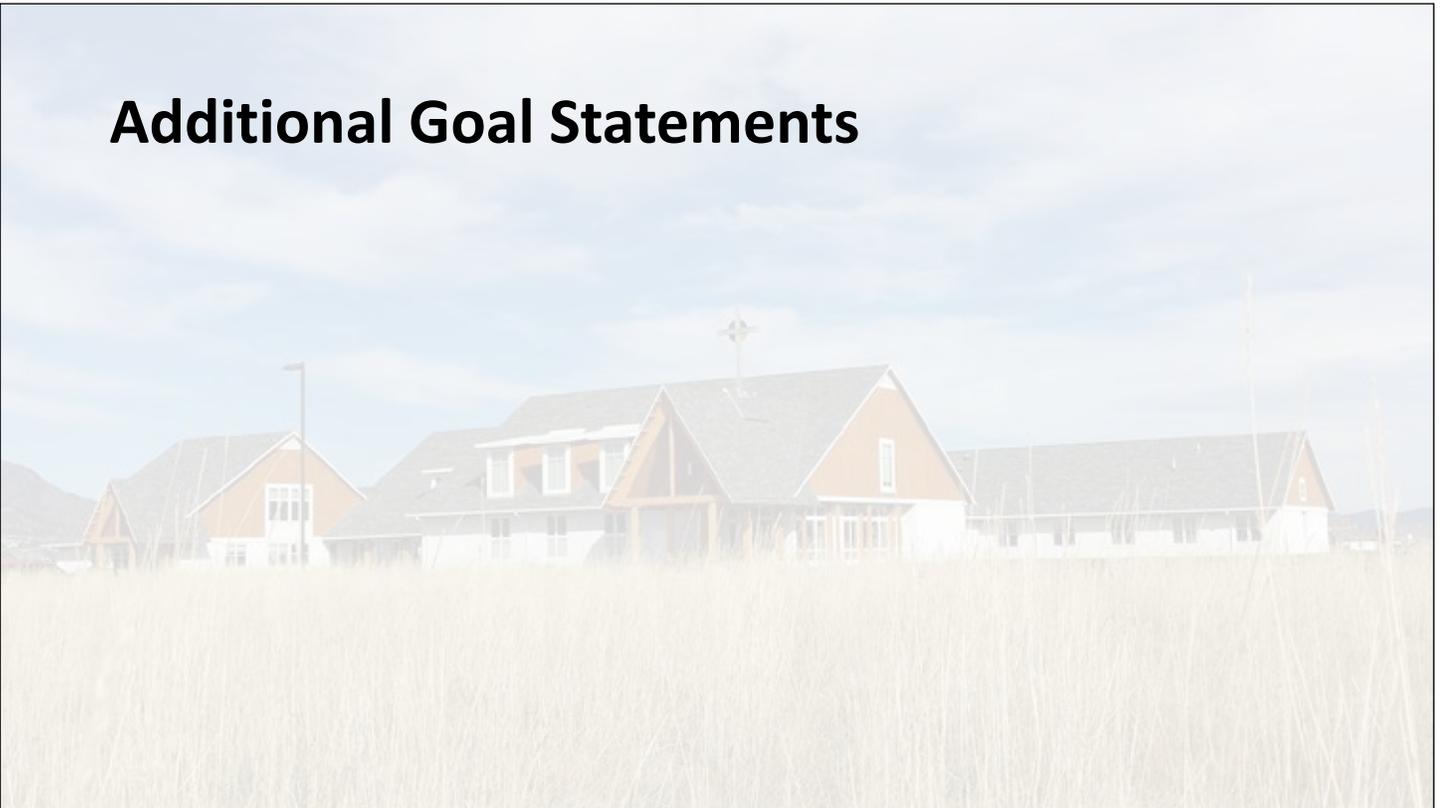
- Use land cost/unit goals to establish optimum density
- Advocate for municipal investment subsidy
- Create a commercial lot sale for development subsidy
- Negotiate for competing funding sources

Goal: Seek & Encourage Partner Collaboration

Strategies:

- Create a shared community center on-site.
- Seek out or create shared support services.

Additional Goal Statements



Site Zoning Considerations

- Buffer zones to Green Meadow
- Partner differentiation or integration
- Beneficial adjacencies
- Light and views
- Access
- Privacy
- Pedestrian ways
- Density zones & open space



All Partner Meeting 1 - November 30, 2021



Goal: Create a Financially Feasibly Development

Strategies:

- Use land cost/unit goals to establish optimum density.

Low Priority

High Priority
- Advocate for municipal investment subsidy.

Low Priority

High Priority
- Create a commercial lot sale for development subsidy.

Low Priority

High Priority
- Negotiate for competing funding sources.

Low Priority

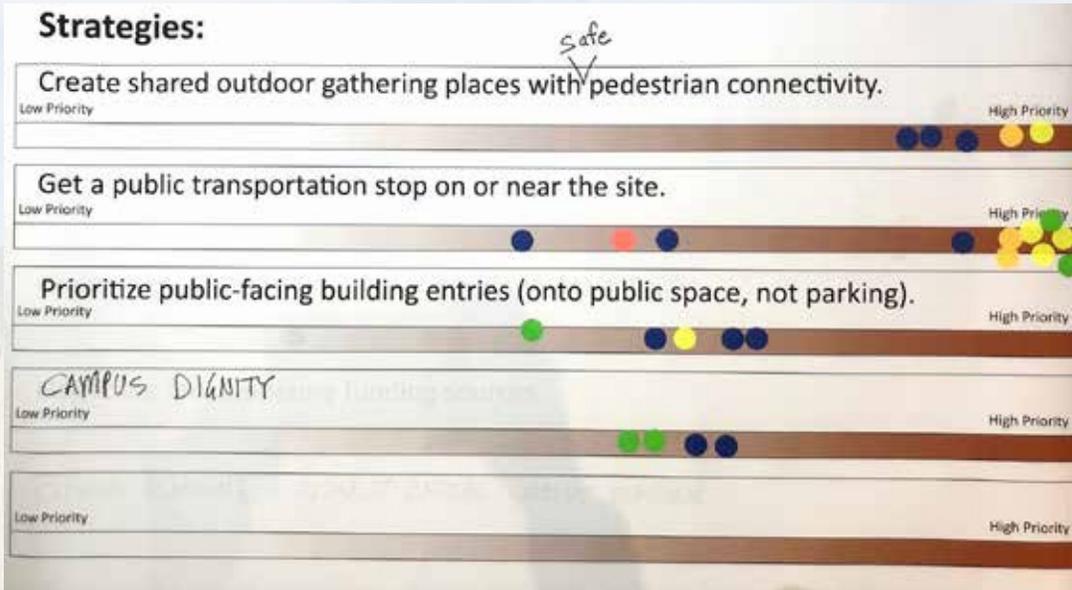
High Priority
- EXPEDITE PLANNING IN ORDER TO CAPTURE CURRENT FUNDING*

Low Priority

High Priority

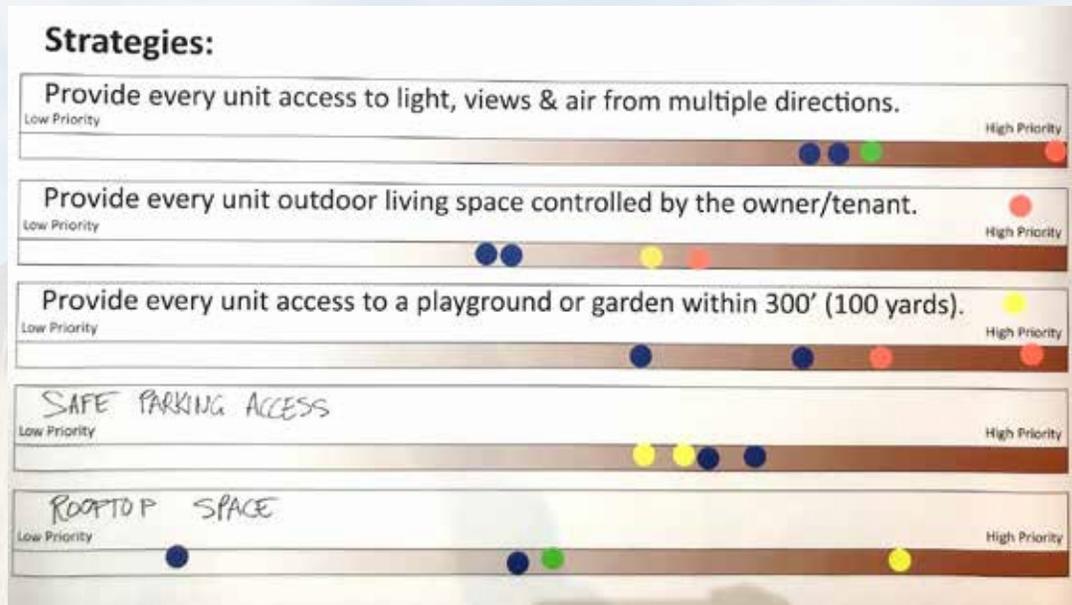
Goal: Create a neighborhood that connects to the larger community

Blue dots: Church Members
Other dots: Housing Partners



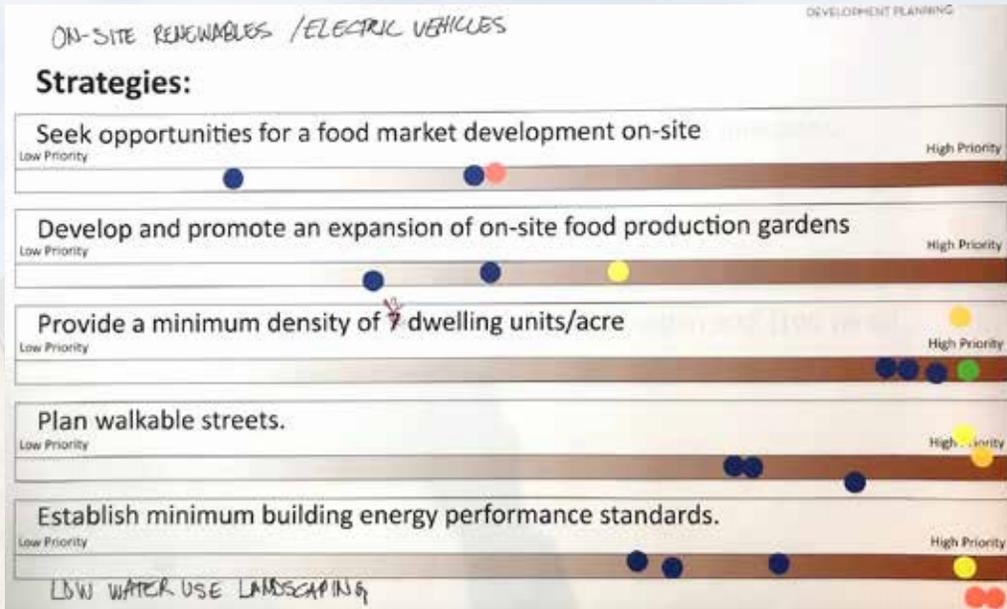
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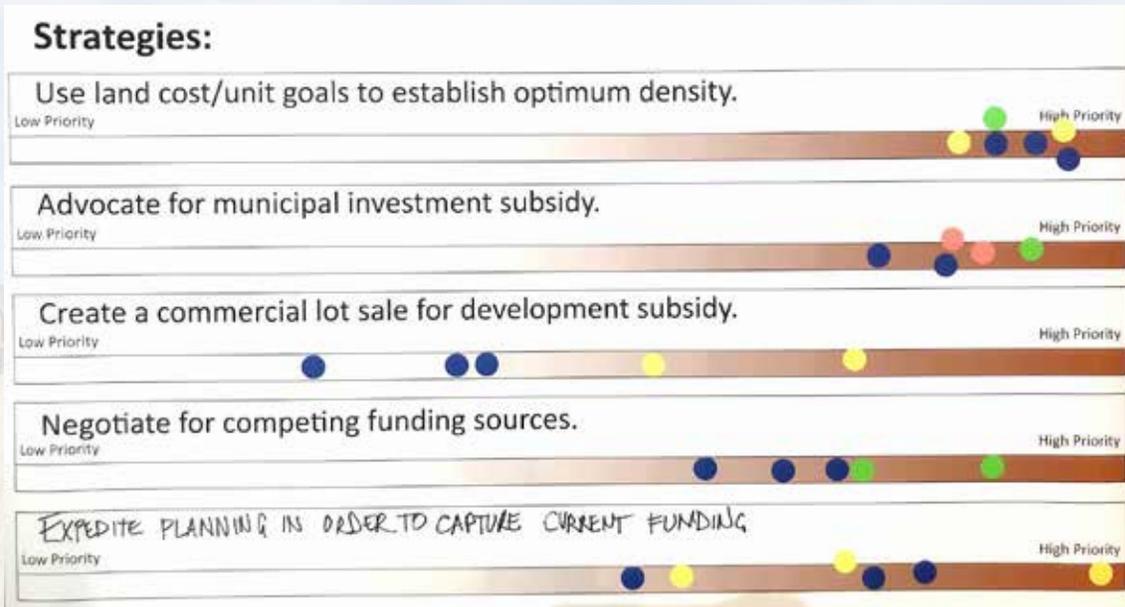
Goal: Prioritize Sustainable Development Principles

Blue dots: Church Members
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Goal: Create a Financially Feasible Development

Blue dots: Church Members
Other dots: Housing Partners







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LUTHERAN CHURCH

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Dec. 16th, 2021 – All Partners Meeting

Why we are gathered

- Introductions
- Overview of previous meeting
- Goal Setting Completion
- Site Design Efficiencies Introduction
- Site Planning Discussions

Goal: Seek & Encourage Partner Collaboration

Strategies:

- Create a shared community center on-site.
- Seek out or create shared support services.

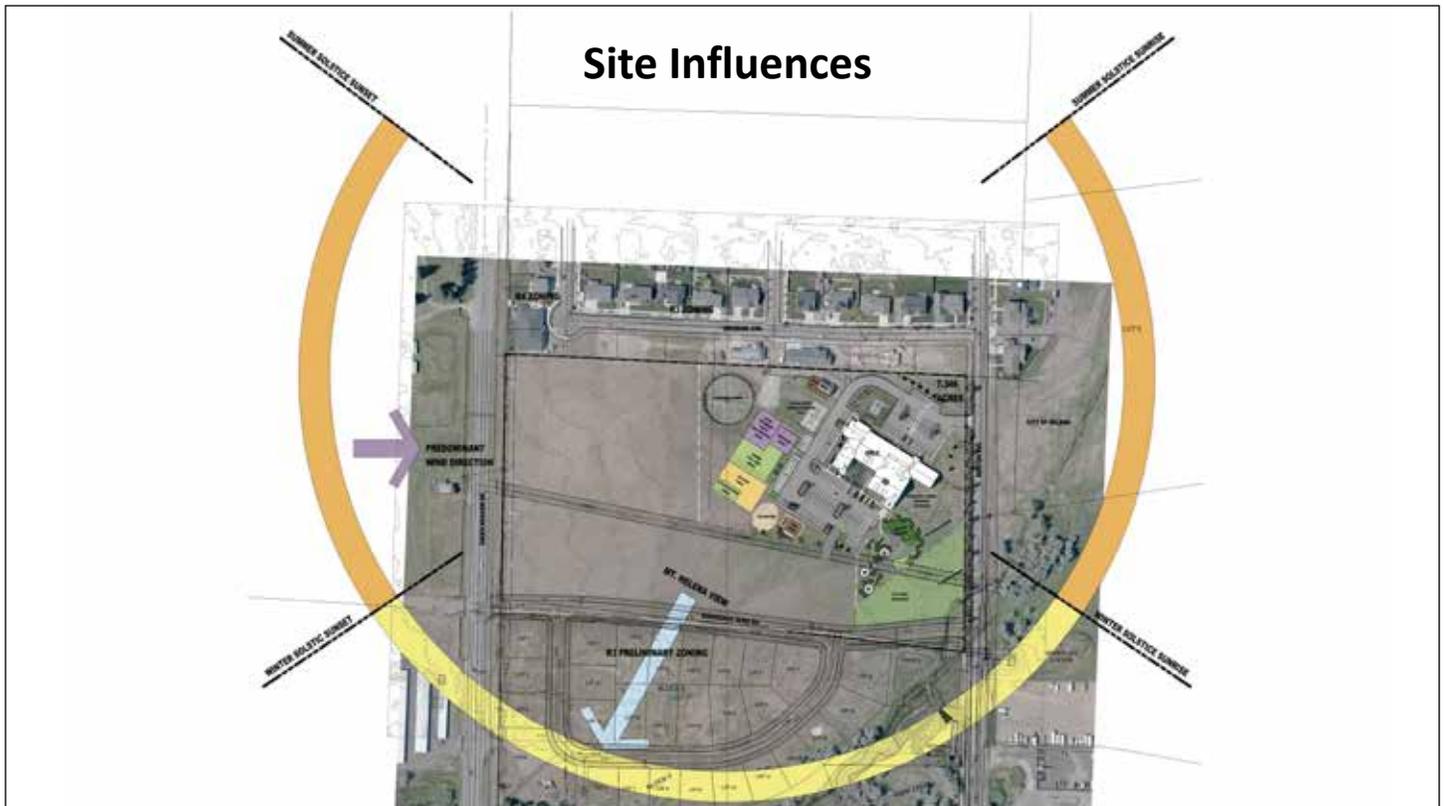


Site Design Considerations & Efficiencies



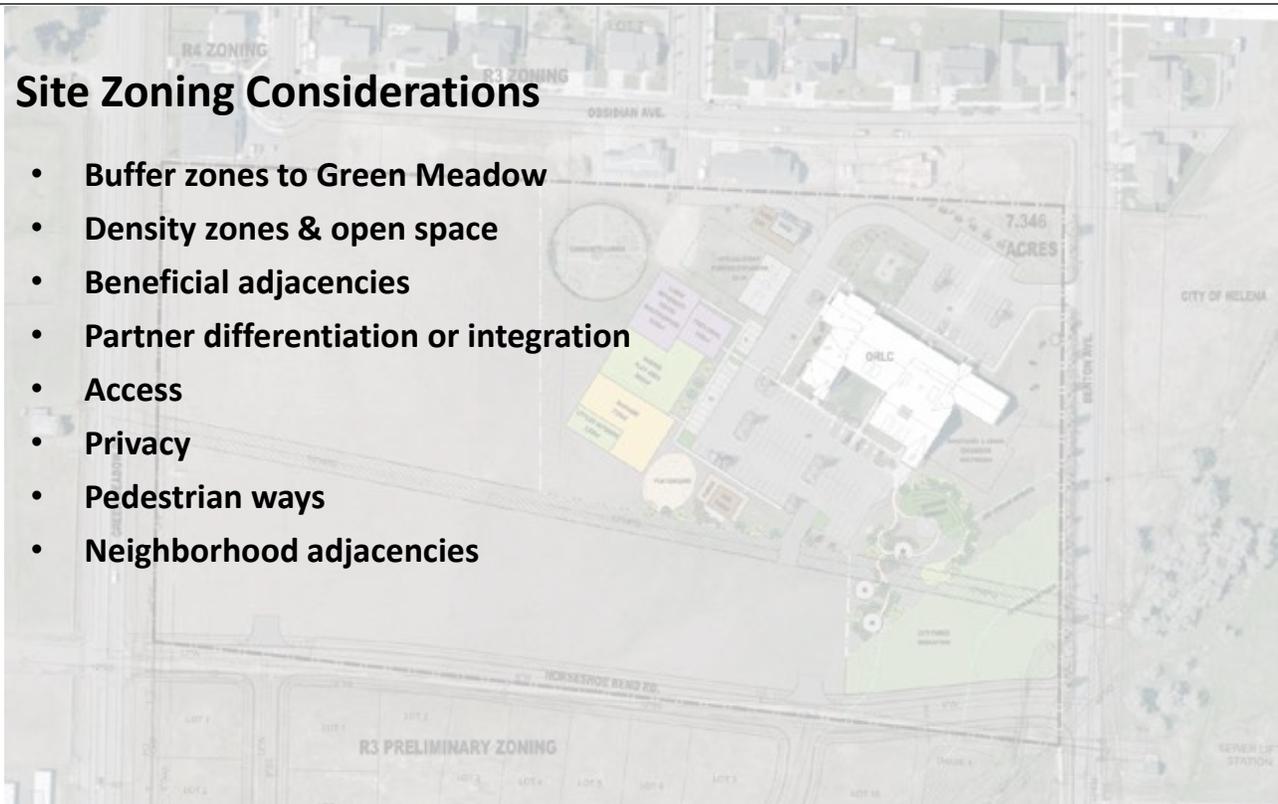
- Sewer main access
- Looped utilities
- Double-loaded roadways
- Stormwater management
- Legal access
- Easement/maintenance for public utilities
- HP gas transmission main

All Partner Meeting 2 - December 16, 2021



Site Zoning Considerations

- Buffer zones to Green Meadow
- Density zones & open space
- Beneficial adjacencies
- Partner differentiation or integration
- Access
- Privacy
- Pedestrian ways
- Neighborhood adjacencies



A

All Partner Meeting 2 - December 16, 2021



End of All Partner Meeting 2 - December 16, 2021

All Partner Meeting 3 - January 18, 2021





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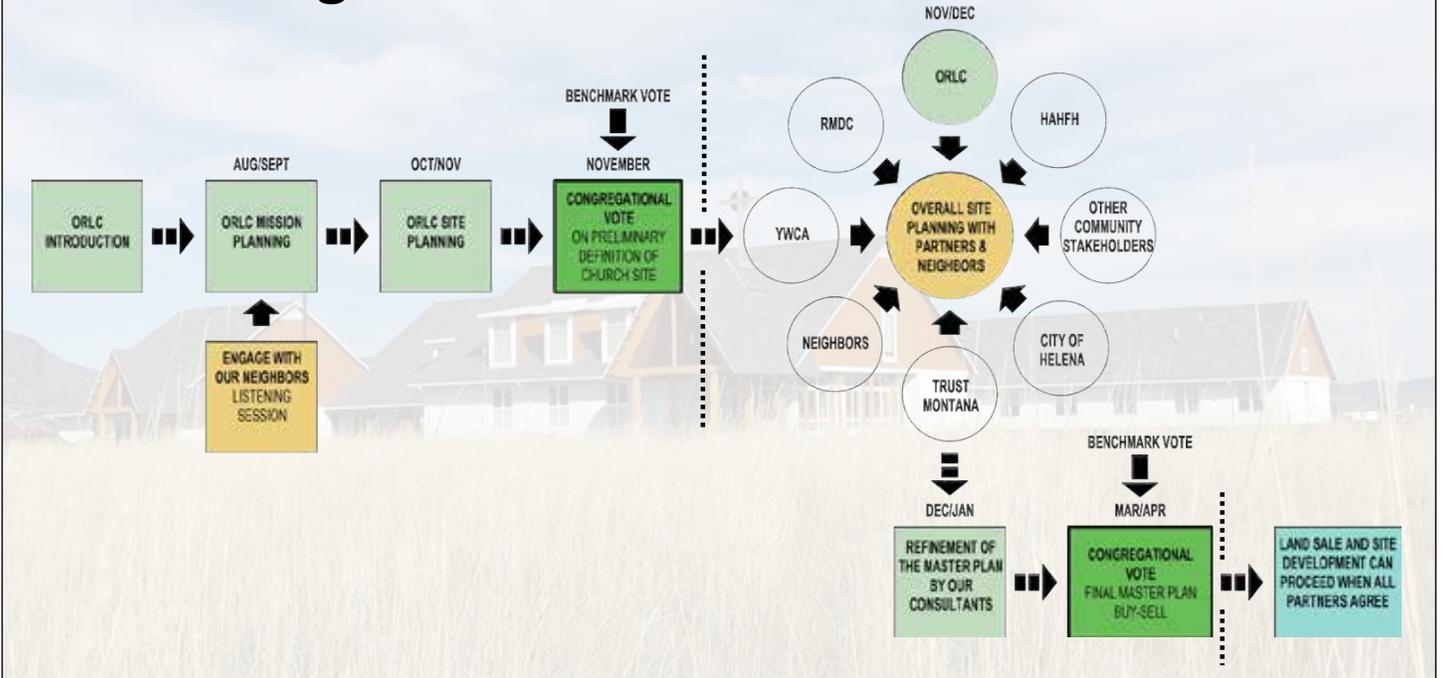
*Embraced by God's love, we reach out to serve
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Jan. 18th, 2022 – All Partners Meeting

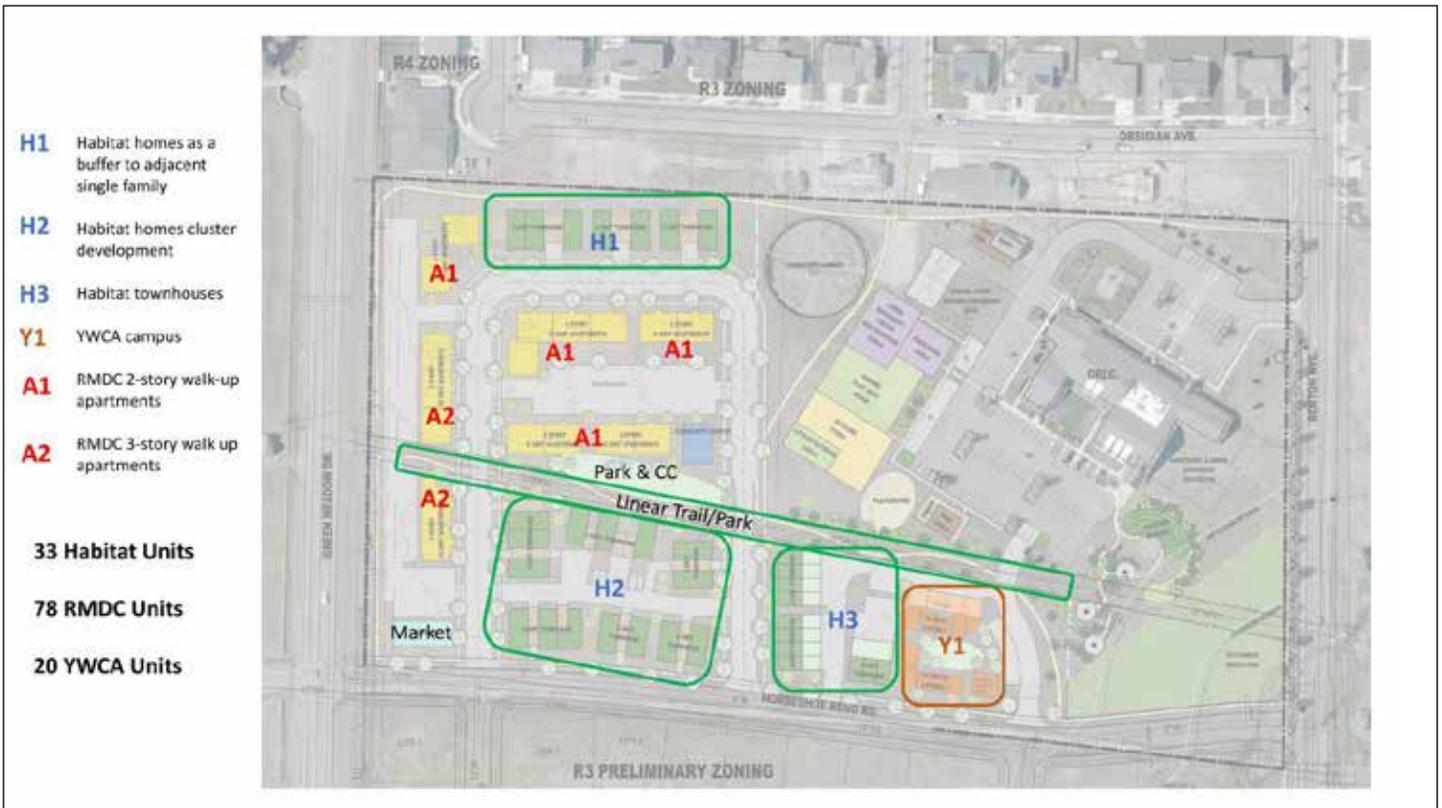
Why we are gathered

- Introductions
- Review of planning process to-date and preliminary site plan
- City introduction to commission actions and public process
- City introduction to proposed site acquisition and development process
- Planning for public meeting
 - Data collection needed
 - Graphics needs
 - Housing partner presentations
 - City presentations

Planning Process Outline



All Partner Meeting 3 - January 18, 2021



Why we are gathered

- Introductions
- Review of planning process to-date and preliminary site plan
- City introduction to commission actions and public process
- City introduction to proposed site acquisition and development process
- Planning for public meeting
 - Data collection needed
 - Graphics needs
 - Housing partner presentations
 - City presentations

End of All Partner Meeting 3 - January 18, 2021

Public Meeting - February 08, 2021

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OUR REDEEMER'S LUTHERAN CHURCH

Feb. 8th, 2022 – Public Meeting

Planning Grant Consultant Team

...IN THE SPIRIT OF
PARTNERSHIP

mosaic + **SMA**
architecture | planning | design architecture + design

Along with:



Stahly Engineering: Site & Civil Consultant

GL Development

Gene Leuwer: Financial Consultant and Affordable Housing Development Expert

- Director of RMDC for many years
- Now consults with and develops affordable housing projects

The planning partners



Our Redeemer's Lutheran Church, member of the Evangelical Lutheran Church in America, property owner



The City of Helena – CDBG grant sponsor



A Community Land Trust (CLT) - holds land in trust for affordable housing and establishes ground leases with building owners. Resale of buildings are restricted to income-qualified buyers and price escalation is capped to insure long-term affordability.



Rocky Mountain Development Council: Develops, owns and manages affordable rental housing



Helena Area Habitat for Humanity - Builds housing for income-qualified people who can qualify for a loan for a reduced-cost home. Utilizes grant funding, material donations, mutual self-help, and volunteers to reduce the cost of newly-built homes.



Goal – interrupt cycles of homelessness for women

- Poverty
- Mental health
- Substance abuse

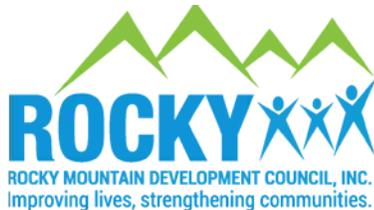
RMDC Affordable Housing



Red Alder Residences



River Rock Residences



Ptarmigan & Pheasant Glen Residences

Rocky Mountain Development Council: Develops, owns and manages affordable rental housing.

- Over 900 people currently on their wait list
- 78-85 units optimal
- Would prefer to develop housing that is blended senior and family housing to serve their wait list more equitably
- Likely funding mechanism would be federal tax credits



Homeownership for Income-Qualified Buyers:

- 250+ families (700+ Helena residents) on waitlist for housing
- Currently building 12 homes each year. 30 homes/year by 2030
- Experienced with Land Trusts and Permanent Affordability
- Sweat Equity and the ability to take on a mortgage is required

What We Build:

- Two, Three and Four-Bedroom Homes
- Super Energy Efficiency
- Single Family, Duplexes, Triplexes, and Fourplexes



YWCA



**Bold Mission.
Bright Future.**



YWCA Helena prevents homelessness and provides safe and supportive housing for women and children by providing two flagship programs.

WINGS (Women Initiating New Growth and Stability)

- Current downtown historic facility can house up to 24 women and 15 children. Program consistently has a waitlist, mostly *caused by inability to find appropriate housing for WINGS graduates.*
- Program is 6-12 months and accepts adult women of all ages and family makeup
- Graduation rate was 83% in 2021

Caterpillars

- Child and family therapy
- Supervised parenting
- Safe Exchange
- Evidence-based parenting classes
- One on one parenting coaching
- Case management
- Trauma-responsive, therapeutic childcare

Proposed Project

- Downtown facility would still operate the 6-12 months WINGS program
- WINGS graduates would transition to supportive housing that includes recovery support, group and individual therapy, and independent living skills.
- Staff on-site
- Tobacco, alcohol, and substance-free living
- Child-friendly playground
- Long-term success
- 20 efficiency units
- 18-24 months



Community Land Trust



What is a community land trust?

- A nonprofit organization that holds land for the benefit of a community
- CLTs ensure public subsidies invested in the community remain
- Homeowners sign a ground lease with Trust Montana ensuring:
 - Homes are only re-sold to income qualified home purchasers
 - Resale prices are affordable to the next buyer
 - CLT retains a purchase option to buy the home if needed
 - Homes are to be used as the primary residence of the owner

CLT homeowners are good neighbors

- Homeowners in a Habitat-CLT home have built their own home and have helped their neighbors build their homes
- Homeowners complete homeowner education courses prior to purchase
- Trust Montana's full-time stewardship coordinator supports homeowners and ensures the properties are maintained

Community land trusts benefit the community

- Provide workforce housing so essential employees can stay
- Gives people the opportunity to earn equity through homeownership
- 6 of 10 CLT homeowners use earned equity to purchase a traditional market rate home
- Over 99% of CLT homeowners avoid foreclosure
- Studies show CLT homes help stabilize surrounding property values

Our Redeemer's Lutheran Church






Member of the ELCA (Evangelical Lutheran Church in America)

- Church site mission priorities
 - Preschool expansion
 - Youth activity spaces
 - Daycare with partner
 - Outdoor amphitheater
 - Columbarium/Memorial Garden

Goals

- See the land put into community service
- Develop new partnering relationships and service opportunities for members
- Eliminate debt in order to focus on new missions



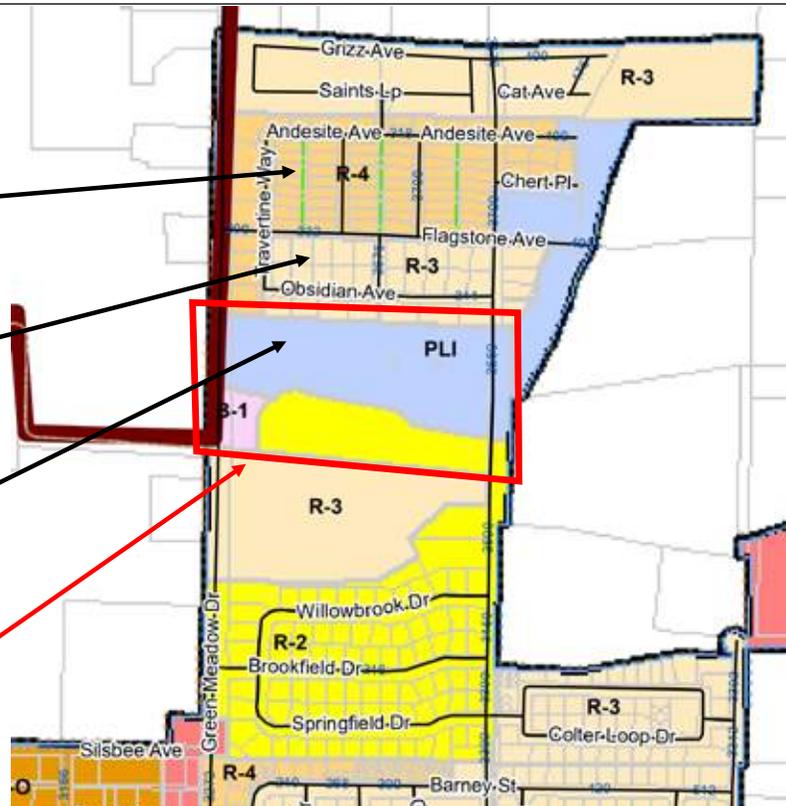
Zoning

R-4 Permits:
 * multiple-dwelling units
 (3 or more units)
 * 42' max. height

R-3 Permits:
 * multiple-dwelling units
 (3 or more units)
 * 36' max. height

PLI Permits:
 * Worship facility
 * Daycare center

Area will be rezoned to match surrounding patterns



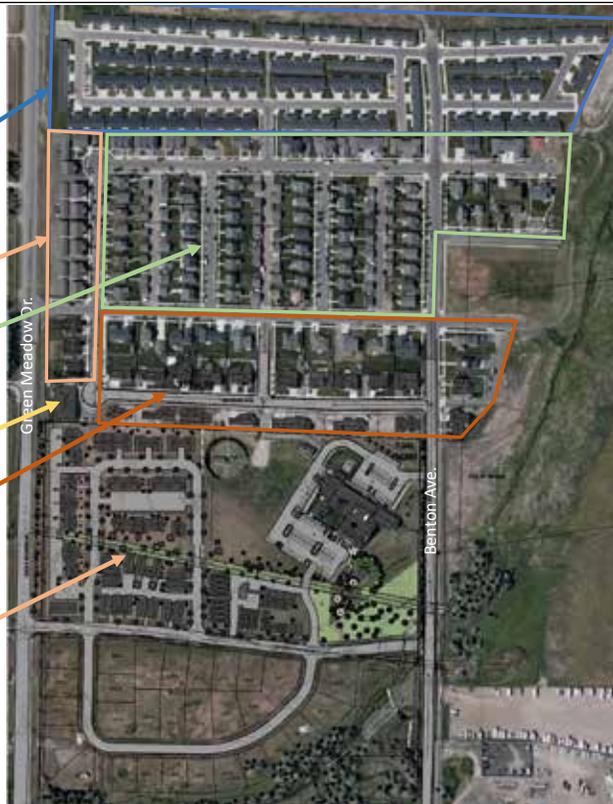
Connectivity

- New direct connection between Benton Ave. and Green Meadow Dr.
- Reduced burden on Benton/Custer intersection



Density

- Elkhorn Flats (previously Happy Homes) Apartments - 12.5 units/acre, all single level
- Multifamily- 11.3 units/acre
- Mixture of single family & multifamily w/ alleys - 4.6 units/acre
- Senior Living Facility - 17 beds
- Larger single-family homes with driveways - 3.4 units/acre
- Proposed housing on ORLC site - 11.7 units/acre
Multistory solutions provide more green space



Approach to Open Space

Developer-Driven Single-level



Community-Driven Multi-story



Planning Goals

- Create a neighborhood that connects to the larger community.
- Create a financially feasible development that provides long-term affordability to homeowners and renters.
- Create living units that prioritize individual privacy and dignity.
- Prioritize sustainable development principles.
- Seek and encourage partner collaboration.

Public Meeting - February 08, 2021





Public Meeting - February 08, 2021



North/South Section through the site



Green Meadow Dr. Elevation



Green Parkway

Concept Schedule and Next Steps

Finalize Preliminary Architectural Report
Establish partner agreements
Establish land transfer agreements

2022

Subdivision Process
Rezoning
Horseshoe Bend Design
Traffic Impact Study

2023

Horseshoe Bend Installation
Partner funding planning
Partner projects design work

2024

Interior roadways installation
Partner projects construction

2025

Partner projects
construction

2026

Public Comment & Questions -Protocols for engagement-

- Use the “raised-hand” feature in the app to offer public comment. You will be called upon to speak in sequence. Please remain muted until acknowledged.
- For phone-in listeners, you may press *9 to raise your hand and *6 to mute/unmute.

All Partner Meeting 04 - April 27, 2022



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empowering women

ywca
helena

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OUR REDEEMER'S
LUTHERAN CHURCH

April 27th, 2022 – All Partners Meeting

Why we are gathered

- Project Status and Timeline
 - Draft PAR being reviewed
 - Goal: Finalize PAR by end of May
- Discuss and evaluate next steps
 - Review of alternate site plans
 - Development cost model and funding discussions
 - Development methods and City direction



Food Market Meeting - May 31, 2022



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May 31st, 2022 – Food Market Meeting

Logos on the right side of the overlay include: TRUST MONTANA, ROCKY MOUNTAIN DEVELOPMENT GROUP, INC., Habitat for Humanity (Helena Area), ywca helena (eliminating racism, empowering women), and CITY OF HELENA.

OUR REDEEMER'S LUTHERAN CHURCH logo is located at the bottom center of the overlay.

Meeting Agenda

Introductions

Introduction to the ORLC Planning Project

Conceptual goals around “the market” idea

Example models

Brainstorming ideas that might work in our community

Planning Grant Consultant Team



Along with:



Stahly Engineering: Site & Civil Consultant

GL Development

Gene Leuwer: Financial Consultant and Affordable Housing Development Expert
-Director of RMDC for many years
-Now consults with and develops affordable housing projects

The planning partners



Our Redeemer's Lutheran Church, member of the Evangelical Lutheran Church in America, property owner



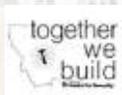
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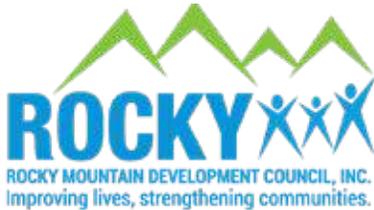
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- Poverty
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- Substance abuse

RMDC Affordable Housing



Rocky Mountain Development Council: Develops, owns and manages affordable rental housing.

- Over 900 people currently on their wait list
- 2 phases of 30-35 units each
- Would prefer to develop housing that is blended senior and family housing to serve their wait list more equitably
- Likely funding mechanism would be federal tax credits



Homeownership for Income-Qualified Buyers:

- 250+ families (700+ Helena residents) on waitlist for housing
- Currently building 12 homes each year. 30 homes/year by 2030
- Experienced with Land Trusts and Permanent Affordability
- Sweat Equity and the ability to take on a mortgage is required

What We Build:

- Two, Three and Four-Bedroom Homes
- Super Energy Efficiency
- Single Family, Duplexes, Triplexes, and Fourplexes

YWCA



YWCA Helena prevents homelessness and provides safe and supportive housing for women and children by providing two flagship programs.

WINGS (Women Initiating New Growth and Stability)

- Current downtown historic facility can house up to 24 women and 15 children. Program consistently has a waitlist, mostly *caused by inability to find appropriate housing for WINGS graduates.*
- Program is 6-12 months and accepts adult women of all ages and family makeup
- Graduation rate was 83% in 2021

Caterpillars

- Child and family therapy
- Supervised parenting
- Safe Exchange
- Evidence-based parenting classes
- One on one parenting coaching
- Case management
- Trauma-responsive, therapeutic childcare

Proposed Project

- Downtown facility would still operate the 6-12 months WINGS program
- WINGS graduates would transition to supportive housing that includes recovery support, group and individual therapy, and independent living skills.
- Staff on-site
- Tobacco, alcohol, and substance-free living
- Child-friendly playground
- Long-term success
- 20 efficiency units
- 18-24 months



Community Land Trust



What is a community land trust?

- A nonprofit organization that holds land for the benefit of a community
- CLTs ensure public subsidies invested in the community remain
- Homeowners sign a ground lease with Trust Montana ensuring:
 - Homes are only re-sold to income qualified home purchasers
 - Resale prices are affordable to the next buyer
 - CLT retains a purchase option to buy the home if needed
 - Homes are to be used as the primary residence of the owner

CLT homeowners are good neighbors

- Homeowners in a Habitat-CLT home have built their own home and have helped their neighbors build their homes
- Homeowners complete homeowner education courses prior to purchase
- Trust Montana's full-time stewardship coordinator supports homeowners and ensures the properties are maintained

Community land trusts benefit the community

- Provide workforce housing so essential employees can stay
- Gives people the opportunity to earn equity through homeownership
- 6 of 10 CLT homeowners use earned equity to purchase a traditional market rate home
- Over 99% of CLT homeowners avoid foreclosure
- Studies show CLT homes help stabilize surrounding property values

Our Redeemer's Lutheran Church



Member of the ELCA (Evangelical Lutheran Church in America)

- Church site mission priorities
 - Preschool expansion
 - Youth activity spaces
 - Daycare with partner
 - Outdoor amphitheater
 - Columbarium/Memorial Garden

Goals

- See the land put into community service
- Develop new partnering relationships and service opportunities for members
- Eliminate debt in order to focus on new missions

Connectivity

- New direct connection between Benton Ave. and Green Meadow Dr.
- Reduced burden on Benton/Custer intersection



Food Market Meeting - May 31, 2022



Food Market Meeting - May 31, 2022

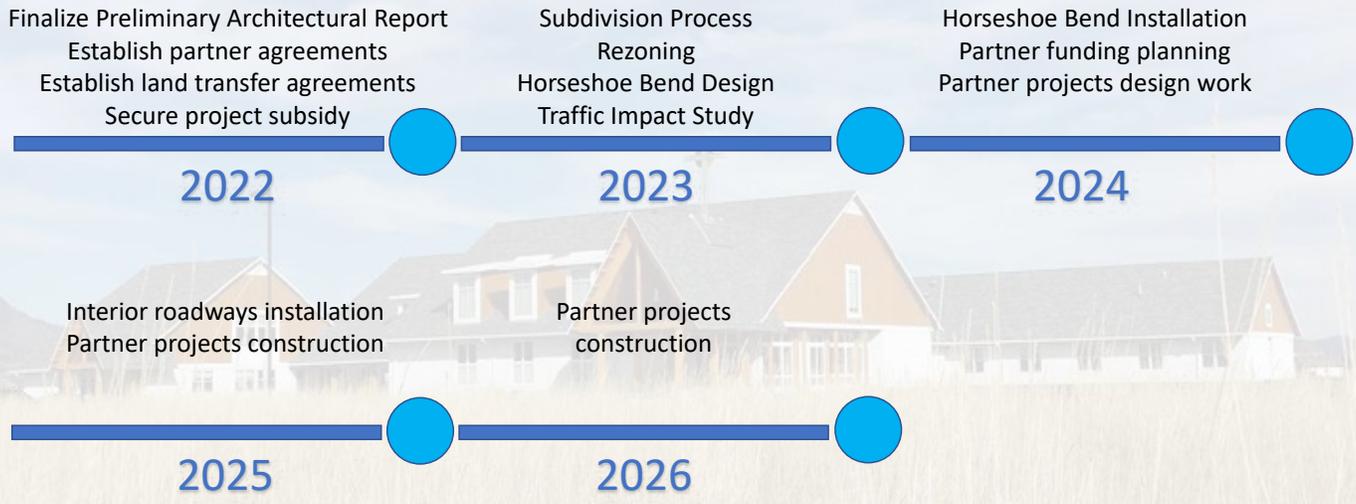




Green Parkway



Concept Schedule and Next Steps



Can this market idea become a place of neighborhood intersection?

- A place where people meet their neighbors
- A place where people find out about the needs of their neighbors
- A place where nutritious food is available to all
- A place where a cross-cut of the neighborhood all find community

Food Market Meeting Minutes - May 31, 2022

**ORLC – Food Market Kick-off Meeting
May 31st , 2022 @ 11am**

MEETING MINUTES

1. Introductions

- Gretchen Krumm, Mosaic Architecture
- Jan Martin, ORLC
- Cody Salo, ORLC
- Bonner Armstrong, ORLC
- Lisa Lee, No Kid Hungry
- Robin Kelson, AERO
- Kim Lloyd, St. Peter's Health
- Kim Dale, Helena Food Share
- Sarah Sandau
- Cassie Drynan, RMDC
- Kirstan Roush, SACC

2. Introduction to the project

- a. Gretchen provided a Powerpoint presentation introduction to the project and the content that has been derived for the CDBG-funded planning effort.

3. Conceptual need and/or goals for a market – can it be a place of intersection?

- a. Gretchen shared the conceptual goals for the idea of a market on the site
 - i. A place where people meet their neighbors
 - ii. A place where people find out about the needs of their neighbors
 - iii. A place where nutritious food is available to all
 - iv. A place where a cross-cut of the neighborhood all find community

4. Example models

- a. Lisa Lee shared information about some existing market models out there.
 - i. Fork and Spoon, Bozeman – pay as you go model (difficult to sustain)
 - ii. Kin Market in Calgary (weareallkin.ca) – smaller and simpler version of the pay what you can model
 1. Includes a coffee cart and market
 2. Mobilizing the community to increase food access and reduce food waste as leftovers through a pop-up market
 3. Community based solution to meet people where they're at
 4. Pay what you want model that empowers people to contribute whatever makes sense for their budget
 5. Building food and community where everyone can enjoy coffee and connection, regardless of their ability to pay
 6. Model is based on trust, generosity, and community
 7. Market hours are Monday 3-5pm and Saturday 11am-1pm; items include fresh fruits and vegetables, eggs, bread, pantry items

Food Market Meeting Minutes - May 31, 2022

- iii. Whitefish Farmer's Stand (thefarmersstand.com) – farmer's market and grab and go eatery
 - 1. For profit model & has lots of market farms
 - 2. In the process of being approved for Double SNAP
- iv. Root Cellar Foods (rootcellarfoods.com) in Belgrade – provides the ability to buy local produce outside of the limited farmer's market hours
 - 1. Turns locally grown and organize vegetables into ingredients that both large-scale institutions (grocery stores, universities, restaurants) and retail consumers can use to prepare meals. Farmers do the planting, growing and harvesting, We do the washing, chopping, shredding, and slicing. Our new online market (implemented June 2020) increases accessibility of local produce, as well as local meat, dairy, grains, and other value-added items to the Gallatin Valley community.
 - 2. For sale model and process the foods into ready made products and can deliver these products and can buy their products in their market store
 - 3. For profit model & has lots of market farms
 - 4. Land to Hand – kids summer camp – <https://landtohandmt.org/classes-camps/>

5. Brainstorming ideas

- a. Robin shared the need for community gardens to have a common/central purpose – like providing food for Food Share. It's a great place to gather for potlucks and sharing
- b. Robin shared the idea of a kid's summer camp focused on the community garden – "Get Your Hands in the Dirt". She has seen popularity in these types of camps elsewhere. Land to Hand – kids summer camp (<https://landtohandmt.org/classes-camps/>)
- c. If it were a multi-purpose space, it would be great to also have a teaching or even commercial kitchen to help with processing food waste for freezer meals (that could then be for sale to the public).
 - i. Kitchen could help make food and meet the need for a learning kitchen (cooking classes)
 - ii. Support a commercial kitchen for food production stuff (from the garden or freeze simple dinners for families)
 - iii. Rocky may be interested in a commercial kitchen as they're growing out of their space
- d. Questions to start asking ourselves:
 - i. How can we create the space where everyone feels comfortable coming to?
 - ii. How do people use their SNAP dollars and access free food
 - iii. What's our target radius?
- e. Consider a Co-op in the big picture and an indoor food truck

Food Market Meeting Minutes - May 31, 2022

- i. Separate vendors within a market. This is a great way to have a wider network feeding into the market and could be scheduled on different days at the market
- f. Ready-made meals that can be picked up on the way home or small market for picking up a few food things and addresses the transportation barrier. Currently, there's only Bob's Valley market or little green meadow market as the options
- g. Think of farmers in the area like Terry Johnson- Johnson's Nursery and Farm (esp. the larger producers)
- h. AERO is starting a food systems assessment to support the community; timeline may line up nicely

6. Partners to consider

MBAC - <https://www.mbac.biz/>

Resilient Helena - contact Max Milton

7. Next Steps

- Lisa to maintain this contact list
- Gretchen to share this conversation and partner list with the City of Helena
- The full group - keep letting these ideas simmer for when/if it becomes a reality. Gretchen will be in communication.

End of Food Market Meeting Minutes - May 31, 2022

Land Trust Information - Sample Ground Lease

Return To:
Affordable Land, LLC
P.O. Box 8791
Missoula, MT 59807

Affordable Land, LLC
Ground Lease

CLT:
Affordable Land, LLC, a wholly owned subsidiary of Trust Montana, Inc.
Mailing Address: P.O. Box 8791, Missoula, MT 59807
Street Address: 117 West Broadway, Missoula, MT 59802
Email: hermina@trustmontana.org
Phone: 406-201-5652

Homeowner:

Name:
Address
Phone
Email:

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Land Trust Information - Sample Ground Lease

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Land Trust Information - Sample Ground Lease

GROUND LEASE

THIS GROUND LEASE (this “**Lease**”) is entered into this ____ day of _____, 20__ (the “**Effective Date**”), between **Affordable Land, LLC**, a Montana limited liability company whose address is 117 West Broadway, Missoula, Montana 59802 (“**CLT**”) and _____ (“**Homeowner**”). Where there are two persons named as Homeowner, they shall be referred to collectively as “**Homeowner**” and CLT and Homeowner are sometimes referred to in the singular as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Trust Montana, Inc. is a § 501(c)(3) charitable organization, organized for the purpose of providing permanently affordable housing in the State of Montana, among other charitable purposes; and

WHEREAS, CLT is a wholly owned subsidiary of Trust Montana, Inc.; and

WHEREAS, CLT is organized exclusively for the purpose of acquiring and leasing real property to Income-Qualified Persons, thereby creating and preserving affordable home ownership opportunities in Montana; and

WHEREAS, CLT has acquired and intends to lease the Premises to Homeowner in furtherance of this goal, and Homeowner desires to enter into this Lease to obtain the benefits of home ownership and to further the charitable purposes of Trust Montana, Inc.; and

WHEREAS, Homeowner has represented and warranted to Trust Montana and CLT that Homeowner is an Income-Qualified Person, and Trust Montana and CLT have agreed to lease the Premises to Homeowner in reliance upon such representation and warranty and all other representations and warranties of Homeowner contained in this Lease; and

WHEREAS, the Parties recognize the special nature of the terms of this Lease, and each of them, with the independent and informed advice of legal counsel, accepts these terms, including those terms and conditions that affect the marketing and resale price of the Home that Homeowner is purchasing simultaneously upon entering into this Lease; and

WHEREAS, the terms and conditions of this Lease will further the Parties’ shared goals over an extended period of time and through a succession of owners.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

DEFINITIONS

Capitalized terms not defined elsewhere in this Lease shall have the meanings given to them below:

Base Price: The gross purchase price paid for the Home by Homeowner as set forth on the closing disclosure document issued by the title company.

Capital Improvement: A substantial replacement or addition to the Home that increases the value of the Home and costs in excess of \$1,000.00. Capital Improvements include i) additions and remodels; (ii) decks and patios; (iii) perimeter fencing; (iv) structural reinforcement to the Home; (v) metal roofs; (vi) HVAC replacement; (vii) energy efficient doors and windows; (viii) solar power systems; and (ix) ADA modifications. All other work on a Home is considered maintenance.

Covenants: Any declaration of townhome, condominium, or other common-interest community ownership, and any covenants, conditions, restrictions, or easements of record applicable to the Premises and/or the Home from time to time during the Term.

Land Trust Information - Sample Ground Lease

Event of Default: In addition to the events of default enumerated in [Article 11](#) and elsewhere in this Lease, any failure by a Party to perform or adhere to any agreement, covenant, condition, obligation, or restriction in this Lease which has not been timely cured.

Fees: The Ground Lease Fee, Administrative Fee, and any other fees, charges, or monetary fines that CLT charges to Homeowner for reasons permitted by this Lease, all of which shall be subject to late fees and interest in the same manner as the Ground Lease Fee as described in [Section 5.2](#).

Home: The residential structure and other permanent improvements and fixtures constructed upon or attached to the Premises, including, without limitation, any such improvements or fixtures constructed or attached by Homeowner at Homeowner's own expense.

Income-Qualified Person: A person or group of persons whose household income does not exceed 120% of the median household income for the county in which the Home is located, as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development (HUD) or its successor. Whenever it is necessary to determine whether a person is an Income-Qualified Person, the following documents must be provided to CLT:

- i. Copies of the last two federal income tax returns filed by the person and the person's spouse, if applicable;
- ii. Written verification of the person's employment and salary from all of the person's current employers;
- iii. Copies of the person's pay stubs from the last three months immediately preceding the month in which these documents are submitted to CLT; and
- iv. Any other information that CLT may reasonably demand, relating to the financial and employment status of the person.

Notice of Ground Lease: A notice of this Lease to be filed by CLT in the public records of the county in which the Home and the Premises are located.

Permitted Mortgage: A mortgage or deed of trust on the Home and the Homeowner's right to possess, occupy and use the Premises granted to a lender by the Homeowner with the CLT's permission. The Homeowner may not mortgage the CLT's interest in the Premises, and may not grant any mortgage or deed of trust without CLT's permission.

Premises: The parcel of land described in [Exhibit B](#), attached and made a part of this Lease by reference.

ARTICLE 1: Homeowner's Letter of Agreement and Attorney's Letter of Acknowledgment

Attached as [Exhibit A](#), and made a part of this Lease by reference, are a Letter of Agreement from Homeowner, acknowledging Homeowner's understanding and acceptance of this Lease, including the parts of the Lease that affect the resale of the Home, and a Letter of Acknowledgment from Homeowner's legal counsel, describing the attorney's review of the Lease with the Homeowner (collectively, the "**Acknowledgment Letters**"). Homeowner shall deliver signed copies of such letters simultaneously with executing this Lease.

ARTICLE 2: Leasing of Rights to the Premises

2.1. CLT LEASES THE PREMISES TO HOMEOWNER. CLT hereby leases to Homeowner, and Homeowner hereby accepts, the rights and associated responsibilities to possess, occupy, and use the Premises, subject to and in accordance with the terms and conditions of this Lease.

2.2. MINERAL RIGHTS EXCLUDED. CLT does not grant to Homeowner the right to extract or remove minerals, timber, or other extractive resources from the Premises. Ownership of such resources

Land Trust Information - Sample Ground Lease

remains with CLT, but CLT shall not extract or remove such resources from the Premises without Homeowner's prior written permission.

2.3. HOMEOWNER ACCEPTS THE PREMISES "AS-IS". CLT has furnished to Homeowner a copy of the most current title report, if any, obtained by CLT for the Premises. Homeowner has inspected the condition of the Home and the Premises and all matters of title and accepts the Premises "as-is". CLT makes no representation or warranty regarding the condition of the Premises or the Home. Homeowner shall be solely responsible for maintaining the Premises and the Home.

ARTICLE 3: Term of Lease, Change of Land Owner

3.1. TERM OF LEASE IS 75 YEARS. This Lease shall remain in effect for seventy-five (75) years, which is the maximum term permitted by Montana Code Annotated, § 70-26-110, beginning on the Effective Date of this Lease (the "**Term**"), unless ended sooner or renewed as provided below.

3.2. HOMEOWNER MAY RENEW LEASE FOR ANOTHER 75 YEARS. Homeowner may renew this Lease for one additional period of seventy-five (75) years. The CLT may change the terms of the Lease for the renewal period prior to the beginning of the renewal period but only if these changes do not materially and adversely interfere with the rights possessed by Homeowner under this Lease. Not more than 365 nor less than 180 days' before the last day of the first 75-year period, CLT shall give Homeowner a written notice that states the date of the expiration of the first 75-year period and the conditions for renewal (the "**Expiration Notice**"). The Expiration Notice shall also describe any changes that CLT intends to make in the Lease for the renewal period as permitted above. The Homeowner shall then have the right to renew the Lease only if the following conditions are met: (a) within sixty (60) days of receipt of the Expiration Notice, the Homeowner shall give the CLT written notice stating the Homeowner's desire to renew (the "**Renewal Notice**"); (b) this Lease shall be in effect on the last day of the Term, and (c) Homeowner shall not be in default under this Lease or under any Permitted Mortgage that is not cured to CLT's satisfaction, in CLT's sole discretion, before the last day of the Term. When Homeowner has exercised the option to renew, Homeowner and CLT shall sign either a memorandum stating that the option has been exercised or a new notice of ground lease. The CLT shall record the memorandum or new notice of ground lease in accordance with the requirements of law promptly after the beginning of the renewal period.

3.3. TRANSFER OF THE PREMISES. If ownership of the Premises is Transferred by CLT (whether voluntarily or involuntarily), this Lease shall not cease, but shall run with the land and be binding upon and inure to the benefit of CLT's successors and assigns. At no time shall the CLT grant mortgages or indentures on the Premises. If CLT agrees to transfer the Premises to any person or institution other than a nonprofit corporation, charitable trust, government agency, or other similar institution sharing the goals described in the Recitals above, the Homeowner shall have a right of first refusal to purchase the Premises at the highest bona fide purchase price offered to CLT by a disinterested party, provided such right is not prohibited by any Eligible Mortgagee.

3.4. IF HOME IS NOT YET CONSTRUCTED. If this Lease is executed before or during the course of initial construction of the Home, then, unless otherwise agreed to by the Parties, this Lease shall not be deemed effective until construction is substantially complete, the Home is ready for occupancy, and title to the Home has been transferred to Homeowner.

ARTICLE 4: Use of Home and Premises

4.1. RESIDENTIAL PURPOSES. Homeowner shall use the Home and the Premises as their primary residence only, and any activities incidental to residential use that are permitted by local zoning law.

4.2. MAINTENANCE OF HOME AND PREMISES AND COMPLIANCE WITH LAW. Homeowner shall at all times during the Term: (a) comply with any and all applicable laws, regulations, codes, and covenants applicable to the Home and Premises; (b) not allow the Home or the Premises to

Land Trust Information - Sample Ground Lease

waste; (c) keep the exterior of the Home and Premises in an orderly and clean condition and free from the accumulation of salvage, refuse, and other unsightly personal property; (d) maintain landscaping on the Premises in good condition and keep the Premises reasonably free of noxious weeds; (e) not allow any criminal activity in the Home or on the Premises; (f) use, keep, and maintain the Home and the Premises in a manner that will not cause harm or nuisance to others; (g) keep the Premises in sanitary condition and not allow the disposal or dumping of regulated or hazardous materials on the Premises; (h) maintain and pay the cost of adequate utility, garbage removal, landscaping, and other services as are reasonable and necessary to maintain the Home and the Premises as required herein, and (i) maintain the Home and the Premises as required to maintain proper insurance coverage as required by [Section 9.4](#) of this Lease.

4.3. HOMEOWNER IS RESPONSIBLE FOR USE BY OTHERS. Homeowner shall be responsible for the use of the Home and the Premises by all residents, visitors, and all other persons occupying or using the Home and the Premises, and shall make all such persons aware of the restrictions on use set forth in this Lease.

4.4. MINIMUM PERIOD OF OCCUPANCY. Homeowner shall personally occupy the Home for at least two hundred and seventy (270) days of each calendar year of this Lease, unless otherwise agreed to by CLT. Occupancy by a Homeowner's child, spouse, or other persons approved by CLT shall be considered occupancy by a Homeowner. Neither compliance with this occupancy requirement nor CLT's permission for an extended period of non-occupancy constitutes permission to sublease the Premises, which is addressed in [Section 4.5](#) below.

4.5. SUBLEASING. Except as otherwise provided in [Article 8](#) and [Article 10](#), Homeowner shall not sublease, Transfer, or otherwise convey the Home or any of Homeowner's rights under this Lease, in whole or in part, for any period of time, without the written permission of CLT. CLT shall have the right to withhold such consent in its sole discretion and to further the purposes of this Lease.

If permission to sublease is granted, the sublease shall be subject to the following conditions and any other conditions imposed by CLT in its sole discretion:

- a. Any sublease and sublessee(s) shall be subject to all terms and conditions of this Lease;
- b. The rental or occupancy fee charged the subtenant shall not exceed the amount of the Ground Lease Fee, plus an amount approved by CLT to reimburse Homeowner's costs of owning and maintaining the Premises and the Home, including, but not limited to, taxes, insurance, mortgage interest, maintenance, and capital repairs;
- c. The subtenant must be approved by CLT as an Income-Qualified Person; and
- d. Homeowner shall remain responsible for the Premises and the acts and omissions of its subtenants.

4.6. CLT HAS A RIGHT TO INSPECT THE PREMISES. CLT may inspect any part of the Premises at any reasonable time and at reasonable intervals after notifying the Homeowner at least twenty-four (24) hours before the planned inspection. In an emergency, CLT may inspect any part of the Premises after making reasonable efforts to inform the Homeowner before the inspection if such prior notice is practical under the circumstances. CLT will not inspect the interior of the Home unless, acting in good faith, CLT believes there is a violation of this Lease and an inspection of the Home is necessary to protect CLT's interest in the Premises. If CLT receives an Intent-to-Sell Notice as described in [Section 10.5](#), CLT may inspect the interior of the Home and any other fully enclosed buildings, after notifying Homeowner at least twenty-four (24) hours before the planned inspection.

4.7. QUIET ENJOYMENT. Subject to the rights of CLT set forth in this Lease, Homeowner has the right to quiet enjoyment of the Premises. CLT has no desire or intention to interfere with the personal lives, associations, expressions, or actions of Homeowner that are not prohibited by this Lease.

Land Trust Information - Sample Ground Lease

ARTICLE 5: Fees

5.1. GROUND LEASE FEE. Homeowner shall pay a monthly ground lease fee in an amount equal to the sum of **\$40.00**, subject to change as provided in this Article 5, for the continuing right to possess, occupy, and use the Premises (the “**Ground Lease Fee**”).

5.2. DUE DATE. The Ground Lease Fee shall be payable to CLT, at CLT's principal address, on the 15th day of each month (the “**Due Date**”) for as long as this Lease remains in effect, unless the Ground Lease Fee is to be escrowed and paid by a Permitted Mortgagee, in which case payment shall be made as directed by such Permitted Mortgagee. A \$2.00-per-day late fee will apply to delinquent payments of the Ground Lease Fee beginning on the 15th day after the Due Date and continuing until and including the 30th day after the Due Date. Beginning on the 31st day after the Due Date, delinquent Ground Lease Fees together with the late fees, will accrue interest at 10% per annum until paid in full. If the Lease commences or terminates on a day other than the fifteenth of any month, the Ground Lease Fee shall be prorated.

5.3. ADJUSTMENT OF GROUND LEASE FEE. In order to keep the Ground Lease Fee reasonably current with anticipated inflation, the Ground Lease Fee will be increased by \$5.00 on the fifth anniversary of the Effective Date of this Lease and on January 15th every five (5) years thereafter.

5.4. CLT MAY REDUCE OR SUSPEND THE LEASE FEE TO IMPROVE AFFORDABILITY. CLT may reduce or suspend the total amount of the Ground Lease Fee for a period of time for the purpose of improving the affordability of the Homeowner’s monthly housing costs. Any such reduction or suspension must be in writing and signed by CLT.

5.5. GROUND LEASE FEE WILL BE INCREASED IF RESTRICTIONS ARE REMOVED. If, for any reason, Homeowner violates the provisions of Article 10 regarding Transfers of the Home or Section 4.4 or Section 4.5 regarding occupancy and subleasing or such provisions are suspended, removed, or invalidated such that the Home is occupied or available for occupancy by persons who are not Income-Qualified Persons contrary to the purposes of this Lease as set forth in the Recitals, then the Ground Lease Fee shall automatically be increased to an amount determined by CLT, in its sole discretion, to equal fair market rent for the Premises not encumbered by such provisions. CLT shall give Homeowner notice of the amount of such increased Ground Lease Fee as soon as practical under the circumstances. Such increase shall be effective retroactively upon the date such provisions are violated, removed or invalidated. Thereafter, CLT may, from time to time (but no more often than annually), upon notice to Homeowner, further increase the Ground Lease Fee to reflect fair market rent.

5.6. CLT CAN COLLECT UNPAID FEES WHEN HOME IS SOLD. If any Fees remain unpaid when the Home is transferred, such Fees shall be paid to CLT out of any proceeds from the Transfer that would otherwise be due to Homeowner. CLT shall have, and Homeowner hereby consents to, a lien upon the Home for any unpaid Fees. Such lien shall be prior to all other liens and encumbrances on the Home except Permitted Mortgages, defined in Section 8.1, and liens for real property taxes and other governmental assessments or charges against the Home. Such liens may be enforced and foreclosed as provided for by Montana law.

ARTICLE 6: Taxes, Fees, Assessments, and Utilities

6.1. HOMEOWNER IS RESPONSIBLE FOR ALL TAXES, FEES, ASSESSMENTS, AND UTILITIES. Homeowner shall pay directly, when due, all taxes and homeowners association, government, and utility fees or assessments that relate to the Home and the Premises, including any taxes relating to Homeowner’s interest in the Premises. In the event that the local taxing authority bills the CLT for any portion of the taxes on the Home or the Premises, the CLT shall pass the bill on to the Homeowner and Homeowner shall promptly pay the bill. Homeowner shall be responsible for contracting and paying for all utility services furnished to the Home and the Premises during the Term, including but not limited

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to electric, gas, water, sewer, garbage, and internet service. CLT will not be responsible for providing any utilities or other services to the Home or the Premises.

6.2. HOMEOWNER HAS A RIGHT TO CONTEST TAXES. Homeowner shall have the right to contest the amount or validity of any taxes relating to the Home and Premises. Upon receiving a reasonable request from the Homeowner for assistance in this matter, CLT shall join in contesting such taxes. All costs of such proceedings shall be paid by the Homeowner.

6.3. PERSONAL PROPERTY TAXES. Homeowner shall pay all personal property taxes related to Homeowners personal property on or before the date that those taxes are due, in order to prevent those personal property taxes from becoming a lien on the Home, Homeowner's rights under this Lease, or the Premises.

6.4. PAYMENT BY CLT. If the Homeowner fails to pay taxes or other fees or assessments applicable to the Home or the Premises when due, CLT may pay such taxes and other fees or assessments on behalf of the Homeowner, and protect its Purchase Option. Any amounts paid by CLT on behalf of Homeowner shall be due and payable within ten (10) days following CLT's written demand to Homeowner therefore.

6.5. PARTY THAT PAYS TAXES MUST SHOW PROOF. When either party pays taxes relating to the Home or the Premises, that party shall furnish satisfactory evidence of payment to the other party upon written request. A photocopy of a receipt shall be the usual method of furnishing such evidence.

ARTICLE 7: The Home

7.1. HOMEOWNER OWNS THE HOME FOR THE TERM. Title to the Home shall be and remain vested in Homeowner during the Term. However, Homeowner's rights of ownership are limited by certain provisions of this Lease, including provisions regarding the sale or leasing of the Home by Homeowner and CLT's Option to Purchase. In addition, Homeowner shall not remove any part of the Home from the Premises without CLT's prior written consent.

7.2. HOMEOWNER PURCHASES HOME WHEN SIGNING LEASE: Upon the signing of this Lease, Homeowner is simultaneously purchasing the Home located at that time on the Premises, as described in the Deed transferring the Home to Homeowner.

7.3. CONSTRUCTION AND ALTERATIONS. Any construction in connection with the Home requiring issuance of a building permit from the local governing jurisdiction is permitted only if the following requirements are met: (a) all costs shall be paid by Homeowner; (b) all construction shall be performed in a professional manner and shall comply with all applicable laws, codes, regulations, and Covenants; (c) all changes in the Home shall be consistent with the permitted uses described in [Article 4](#); and (d) the footprint, square-footage, or height of the Home shall not be increased and new structures shall not be built or installed on the Premises without the prior written consent of CLT in its sole discretion.

For any construction requiring CLT's prior written consent, Homeowner shall submit a written request to CLT. Such request shall include:

- a. a written statement of the reasons for undertaking the construction;
- b. a set of drawings (floor plan and elevations) showing the dimensions of the proposed construction;
- c. a list of the necessary materials, with quantities needed; and
- d. a statement of who will do the work.

CLT may request additional information as it may deem necessary to evaluate the Homeowner's request for consent. CLT shall then, within two weeks of receiving all necessary information, including any additional information CLT requested, give the Homeowner its written consent or a written statement of its reasons for not consenting. Before construction can begin, Homeowner shall provide CLT with copies of all necessary building permits and certificates of insurance.

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7.4. CAPITAL IMPROVEMENTS CREDIT. Capital Improvements made by Homeowner to the Home completed in compliance with Section 7.3 may qualify for a Capital Improvements Credit as described in Section 10.11. In order to qualify for a Capital Improvements Credit, Homeowner must obtain CLT's prior written consent for the Capital Improvements in the same manner as provided for in Section 7.3 and must provide copies of paid receipts and all other documentation CLT may reasonably require to properly substantiate a Capital Improvements Credit. The total cost of any approved Capital Improvements shall depreciate in equal amounts, on an annual basis, over the course of twenty seven and one-half (27.5) years, beginning eighteen (18) months from the date the Lessor gives written consent for the Capital Improvements. The Capital Improvements Credit shall equal the cost of the Capital Improvements as depreciated at the time of Transfer but, as provided in Section 10.11, the Capital Improvements Credit shall, in no event, exceed 10% of the Base Price in the aggregate.

7.5. NO LIENS. No lien of any type shall attach to CLT's title to the Premises. Homeowner shall not permit any statutory or similar lien to be filed against the Home. Homeowner shall take action to discharge any lien attaching to the Premises or the Home created by or through the actions or omissions of Homeowner, whether by means of payment, deposit, bond, court order, or other means permitted by law. Homeowner may, at Homeowner's expense, contest the validity of any such asserted lien, provided Homeowner has furnished a bond or other acceptable surety in an amount sufficient to release the Premises from such lien. If Homeowner fails to promptly discharge any such lien, then CLT shall have the right to discharge the lien by paying the amount in question. Any amounts paid by CLT to discharge such lien shall be treated as an additional Fee payable by Homeowner upon demand or shall be deducted from the sale price, if not paid prior to a Transfer pursuant to Article 10 or the exercise of CLT's Purchase Option.

7.6. HOMEOWNER IS RESPONSIBLE FOR SERVICES, MAINTENANCE, AND REPAIRS. Homeowner hereby assumes responsibility for furnishing all services, utilities, maintenance, and capital repairs to the Home and the Premises, including but not limited to electric, gas, water, sewer, garbage, and telephone services. CLT shall not be required to furnish any services, utilities, maintenance, or capital repairs to the Home or the Premises. Homeowners shall maintain the Home and Premises as required by Section 4.2 above and shall see that all necessary repairs and replacements are accomplished when needed.

7.7. OWNERSHIP REVERTS TO LESSOR AT END OF TERM. Upon the expiration or termination of this Lease, except in the case of a Transfer specifically permitted by Article 10, ownership of the Home shall revert to CLT. Every deed transferring title to the Home and Notice of Ground Lease shall reference this Lease and the reversionary interest of CLT hereunder, but such reversionary interest shall be effective and enforceable against Homeowner without regard to whether or not the deed and/or Notice of Ground Lease references such reversionary interest.

Upon thus assuming title to the Home, CLT shall promptly pay Homeowner and Permitted Mortgagee(s), as follows:

FIRST, CLT shall pay any Permitted Mortgagee(s) the full amount owed to such Permitted Mortgagee(s) by Homeowner, so long as that amount does not exceed the Purchase Option Price. In no event shall the total amount that CLT is required to pay Permitted Mortgagees be greater than the Purchase Option Price.

SECOND, CLT shall pay Homeowner the balance of the Purchase Option Price calculated in accordance with Article 10, as of the time of reversion of ownership, less (a) any unpaid Fees and any other amounts owed to CLT from Homeowner; (b) amounts necessary to pay taxes, assessments, utility charges, and costs of services attributable to Homeowner's period of ownership of the Home; and (c) any amounts necessary (including, without limitation, reasonable attorney fees) to clear any additional liens or other charges related to the Home attributable to Homeowner.

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In order to facilitate reversion of title to CLT upon expiration or termination of this Lease, Homeowner shall execute such deeds, assignments, releases, and other instruments as are necessary or customary to cause the Home to revert to CLT free and clear of all liens and encumbrances other than general real estate taxes, matters affecting title prior to Homeowner's ownership of the Home, and matters arising by or through CLT.

ARTICLE 8: Financing

8.1. HOMEOWNER CANNOT MORTGAGE THE HOME WITHOUT CLT'S PERMISSION. In no event shall the Premises constitute security for any loan to Homeowner. Any mortgage or deed of trust permitted in writing by CLT is defined as a "**Permitted Mortgage**", and the holder of such a mortgage or deed of trust is defined as a "**Permitted Mortgagee**."

8.2. PERMISSION FOR INITIAL PERMITTED MORTGAGE. CLT hereby consents to the mortgage or deed of trust signed by Homeowner on the same day as this Lease if it is executed for the purpose of financing Homeowner's purchase of the Home.

8.3. SUBSEQUENT MORTGAGES. If, at any time subsequent to the purchase of the Home and signing of the Lease, Homeowner seeks a loan that is to be secured by a mortgage on the Home, to refinance an existing Permitted Mortgage or to finance home improvements or repairs or for any other purpose, Homeowner must inform CLT, in writing, of the proposed terms and conditions of such mortgage loan at least 15 business days prior to the expected closing of the loan. The information to be provided to CLT must include:

- a. the name of the proposed lender;
- b. Homeowner's reason for requesting the loan;
- c. the principal amount of the proposed loan and the total mortgage debt that will result from the combination of the loan and existing mortgage debt, if any;
- d. expected closing costs;
- e. the rate of interest;
- f. the repayment schedule; and
- g. a copy of the appraisal commissioned in connection with the loan request.

CLT may also require the Homeowner to submit additional information. Homeowner hereby authorizes CLT to contact the proposed lender directly to discuss the proposed loan and the terms and restrictions contained in this Lease. CLT will not permit such a mortgage loan if it would (i) increase Homeowner's total mortgage debt above 80% of the then current Purchase Option Price, or (ii) otherwise violate the terms and provisions of this Lease or adversely affect the interests of either Homeowner or CLT. In connection with securing a subsequent Permitted Mortgage, CLT shall provide such information as is reasonably required by the Permitted Mortgagee, including the then-current Purchase Option Price, the maximum principal amount of the Permitted Mortgage, and a statement as to whether Homeowner is in default under this Lease.

8.4. STANDARD PERMITTED MORTGAGES. Subject to the procedures and limitations set forth in Section 8.3, CLT shall be required to permit any mortgage for which the mortgagee has signed a Standard Permitted Mortgage Agreement in the form set forth in Exhibit C attached and made a part of this Lease by reference, and for which the loan secured thereby does not increase Homeowner's total mortgage debt to an amount greater than 80% of the then current Purchase Option Price, calculated in accordance with Article 10 below.

8.5. OBLIGATIONS OF PERMITTED MORTGAGEES. All Permitted Mortgagees shall be bound by the requirements applicable to them as set forth in Exhibit C attached and made a part of this Lease by reference, unless otherwise agreed to by CLT in writing.

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8.6. RIGHTS OF PERMITTED MORTGAGEES. Permitted Mortgagees shall have all of the rights and protections stated in Exhibit C, attached and made a part of this Lease by reference.

8.7. FORECLOSURE. Homeowner acknowledges and agrees that it would be contrary to the purposes of this Lease if Homeowner were to receive more than the Purchase Option Price as the result of foreclosure proceedings on the Home. Therefore, Homeowner hereby irrevocably assigns to CLT all net proceeds of the sale of the Home that would otherwise have been payable to Homeowner and that exceed the amount of net proceeds that Homeowner would have received if the Home had been sold for the Purchase Option Price. Homeowner authorizes and instructs its Permitted Mortgagee, or any party conducting any sale, to pay such excess amount directly to CLT. If, for any reason, such excess amount is paid to Homeowner, Homeowner hereby agrees to promptly pay such amount to CLT.

ARTICLE 9: Liability, Insurance, Damage and Destruction, Eminent Domain

9.1. HOMEOWNER ASSUMES ALL LIABILITY. Homeowner assumes all responsibility and liability related to Homeowner's possession, occupancy, and use of the Home and the Premises.

9.2. INDEMNITY. To the fullest extent permitted by law, Homeowner shall defend, indemnify, and hold harmless CLT against all liability and claims of liability for injury or damage to person or property from any cause on or about the Home or the Premises, and Homeowner further releases and waives all claims against CLT for injury or damage on or about the Home or the Premises.

9.3. HOMEOWNER MUST REIMBURSE CLT. In the event CLT shall be required to pay any sum that is Homeowner's responsibility or liability, Homeowner shall reimburse CLT for such payment and for reasonable expenses caused thereby. Such amounts shall constitute Fees under this Lease, payable within ten (10) days following CLT's written demand. However, CLT shall remain liable for injury or damage due to the grossly negligent or intentional acts or omissions of CLT or CLT's agents or employees.

9.4. INSURANCE. Homeowner shall, at Homeowner's expense, keep the Home and Premises continuously insured against "all risks" of physical loss in an amount of not less than the full replacement cost of the Home. The amount of such insured replacement cost must be approved by the CLT prior to the commencement of the Lease. Thereafter, if the CLT determines that the replacement cost to be insured should be increased, the CLT shall inform the Homeowner of such required increase at least thirty (30) days prior to the next date on which the insurance policy is to be renewed and the Homeowner shall assure that the renewal includes such change.

Should the Home lie in a flood hazard zone as defined by the National Flood Insurance Plan, Homeowner shall keep in full force and effect flood insurance in the maximum amount available.

Homeowner shall also, at its sole expense, maintain in full force and effect, public liability insurance, covering claims individually and in the aggregate, of not less than \$500,000. The dollar amounts of this coverage may be increased from time to time at the CLT's request but not more often than once in any one-year period. CLT shall inform the Homeowner of such required increase in coverage at least thirty (30) days prior to the next date on which the insurance policy is to be renewed and the Homeowner shall assure that the renewal includes such change.

All such insurance shall name both Trust Montana, Inc. and Affordable Land, LLC as additional insureds, and, if such insurance is available, shall specifically insure Homeowner against all liability assumed under this Lease and all liability imposed by law.

Homeowner shall provide CLT with copies of all policies and renewals of policies. All policies shall also contain endorsements providing that they shall not be canceled, reduced in amount or coverage, or otherwise modified by the insurance carrier involved without at least thirty (30) days prior written notice to CLT. CLT shall be entitled to participate in the settlement or adjustment of any losses covered by such policies of insurance.

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9.5. CASUALTY. Except as provided below or in applicable Covenants, in the event of fire or other damage to the Home, Homeowner shall repair, restore, and reconstruct the Home or a residence of equal or greater value than the Home prior to such damage according to plans reviewed and approved by CLT, acting reasonably. Such repair, restoration, and reconstruction shall be completed as promptly as possible. Homeowner shall also promptly take all steps necessary to assure that the Premises is safe and that the damaged Home does not constitute a danger to persons or property.

If, based on professional estimates, (a) proper repair, restoration, or reconstruction, as applicable, is physically impossible for reasons beyond Homeowner's control, and/or (b) available insurance proceeds will not cover 100% of the repair, restoration, and reconstruction required hereunder and Homeowner cannot reasonably afford to cover the balance, then Homeowner shall promptly notify CLT thereof. If Homeowner and CLT, cannot mutually agree on a plan to finance and repair, restore, and reconstruct the Home or other residence reasonably acceptable to all Parties, then Homeowner may terminate this Lease upon not less than sixty (60) days' prior written notice to CLT. Upon such termination, any insurance proceeds payable to Homeowner for damage to the Home shall be paid as follows:

FIRST, to the expenses incurred to collect insurance proceeds;

SECOND, to any Permitted Mortgagee(s), to the extent required by the Permitted Mortgage(s);

THIRD, to the expenses of enclosing or razing the remains of the Home (including foundations), clearing debris, and returning the Premises to a clean and orderly condition;

FOURTH, to CLT for any amounts owed under this Lease;

FIFTH, to Homeowner, up to an amount equal to the Purchase Option Price, as of the day prior to the loss, less any amounts paid with respect to the second, third, and fourth clauses above; and

SIXTH, the balance, if any, to CLT.

9.6. CONDEMNATION. If all of the Premises is taken by eminent domain or otherwise for public purposes, or if so much of the Premises is taken that the Home is lost or damaged beyond repair, the Lease shall terminate as of the date when Homeowner is required to give up possession of the Premises. Upon such termination, the entire amount of any award(s) paid shall be allocated in the same manner described in Section 9.5 for insurance proceeds.

In the event of a taking of a portion of the Premises that does not result in damage to the Home or significant reduction in the usefulness of the Premises for residential purposes, then any monetary compensation for such taking shall be allocated entirely to CLT.

In the event of a taking of a portion of the Premises that results in damage to the Home only to such an extent that the Home can reasonably be restored to a residential use consistent with this Lease, then the damage shall be treated as damage is treated in Section 9.5, and monetary compensation shall be allocated as insurance proceeds are to be allocated under Section 9.5.

9.7. LEASE FEE MAY BE REDUCED ON PARTIAL CONDEMNATION. In the event of any taking that reduces the size of the Premises but does not result in the termination of the Lease, CLT may adjust the Ground Lease Fee, if necessary, to assure that the monthly fee does not exceed the monthly fair rental value of the Premises for use as restricted by this Lease.

ARTICLE 10: Transfer of the Home

10.1. INTENT OF THIS LEASE IS TO PRESERVE AFFORDABILITY. Homeowner purchased the Home at a below-market price and the Parties agree that the provisions of this Article 10 are intended to preserve the affordability of the Home for Income-Qualified Persons and expand access to home ownership opportunities for such persons.

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10.2. HOMEOWNER MAY TRANSFER HOME ONLY TO CLT OR INCOME-QUALIFIED PERSONS. Except as otherwise specifically provided in this Lease, Homeowner may sell, transfer, or dispose of the Home (a “**Transfer**”) only (a) to CLT or (b) to an Income-Qualified Person who will occupy the Home as a primary residence in accordance with all terms and conditions of this Lease. Any and all such Transfers shall be subject to CLT’s prior written approval. Any purported Transfer that does not comply with the provisions of this Lease shall be null and void and an Event of Default under this Lease.

10.3. THE HOME MAY BE DEVISED TO CERTAIN HEIRS OF HOMEOWNER. If the Homeowner dies (or if the last surviving co-owner and Homeowner of the Home dies), the executor or personal representative of Homeowner’s estate shall notify CLT within ninety (90) days of the date of death. Upon receiving such notice CLT shall consent to a devise of the Home and Homeowner’s rights to the Premises to one or more of the possible heirs of the Homeowner listed below as (a), (b), and (c) provided that the heir(s) execute a new Ground Lease with CLT in substantially this same form and provide CLT signed Acknowledgment Letters (as described in Article 1 above) and all other documents as required herein at closing.

- (a) the spouse of the Homeowner;
- (b) the child or children of the Homeowner; or
- (c) any other heirs, legatees, or devisees of Homeowner.

Upon inheritance of the Home, any heirs, legatees, or devisees of the Homeowner shall occupy the Home in accordance with Article 4. If residency requirements cannot be met, any heirs, legatees, or devisees shall not be entitled to retain possession of the Home and must transfer the Home in accordance with the provisions of this Article 10.

Notwithstanding any provision of this Lease to the contrary and due to restrictions required by the use of federal HUD funds on this project, inheritance of this property during the first fifteen (15) years following the use of such funds, beginning on the ___ day of _____, 20___, shall be limited to a spouse of Homeowner or a child or children of the Homeowner AND such heir must be an Income-Qualified Person. Such person(s) must provide income information to CLT upon inheritance. On or after the ___ day of _____, _____, (the date marking fifteen (15) years after the use of federal HUD funds), inheritance shall no longer be limited to a spouse or child and shall not be contingent upon the heir, legatee, or devisee being an Income-Qualified Person.

10.4. DEED IN LIEU OF FORECLOSURE. Notwithstanding any provision of this Lease to the contrary, Homeowner may transfer the Home to a Permitted Mortgagee in lieu of foreclosure, subject to CLT’s Purchase Option.

10.5. INTENT-TO-SELL NOTICE. In the event Homeowner wishes to transfer the Home as permitted by this Lease, Homeowner shall notify CLT in writing thereof not less than sixty (60) days prior to such transfer (the “**Intent-to-Sell Notice**”). The Intent-to-Sell Notice shall include a statement as to whether Homeowner wishes to recommend an Income-Qualified Person as a prospective buyer.

10.6. VALUATION OF HOMEOWNER’S LEASEHOLD INTEREST. If CLT believes that the value of Homeowner’s leasehold interest in the Premises together with Homeowner’s fee simple interest in the Home (the “**Leasehold Interest**”) at the time of Transfer may be less than the Formula Price, CLT may, within 10 days of receiving Homeowner’s Notice of Intent-to-Sell, commission a market valuation of the Homeowner’s Leasehold Interest to be performed by a duly licensed appraiser acceptable to CLT and Homeowner. CLT shall pay the cost of such appraisal. The appraisal valuation for the Leasehold Interest shall be conducted in accordance with Fannie Mae’s community land trust appraisal requirements. Copies of the appraisal are to be provided to both CLT and Homeowner.

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10.7. CLT'S OPTION TO PURCHASE. If (a) CLT receives an Intent-to-Sell Notice, (b) Homeowner dies and the Home is not devised to a permitted heir specified in [Section 10.3](#) who agrees to execute a new Ground Lease and deliver executed Acknowledgment Letters, all in a manner approved by CLT; or (c) there is an Event of Default by Homeowner, then CLT shall have the first right and option ("**CLT's Purchase Option**") to purchase the Home at the Purchase Option Price calculated as set forth in [Section 10.11](#). CLT's Purchase Option Price is designed to preserve affordability of the Home for succeeding Income-Qualified Persons and to provide a means of self-help to CLT in the event there is a default under this Lease. CLT may exercise CLT's Purchase Option upon written notice to Homeowner and any Permitted Mortgagee (the "**Notice of Exercise of Option**") given: (i) within sixty (60) days following receipt of an Intent-to-Sell Notice, (ii) within sixty (60) days following the date CLT receives notice from Homeowner's executor that Homeowner is deceased, or (iii) in the case of an Event of Default, at any time for so long as such default continues. CLT's purchase of the Home pursuant to the exercise of CLT's Purchase Option shall be completed within ninety (90) days following the Notice of Exercise of Option, which 90-day period shall be extended for so long as such purchase is delayed through no fault of CLT. In no event shall CLT's failure to exercise CLT's Purchase Option be construed as a waiver of any provision of or Event of Default under this Lease.

10.8. TRANSFERS TO APPROVED, INCOME-QUALIFIED PERSONS. If, after receipt of the Intent-to-Sell Notice, CLT does not elect to exercise CLT's Purchase Option, then Homeowner may market the Home to Income-Qualified Persons for a price not to exceed the Purchase Option Price. Homeowner must provide to CLT a copy of any buy-sell agreement and all other documents related to a proposed Transfer, and any prospective buyer must provide to CLT all other documents necessary for CLT to confirm the prospective buyer is an Income-Qualified Person. No Transfer shall be effective unless and until CLT approves, in its sole discretion, the Transfer in writing, confirming that the prospective buyer is an Income-Qualified Person who understands and accepts the terms of a new ground lease and that the price and other terms of sale are consistent with the terms of the Lease. **See Exhibit E, Limits on HOME Subsidy Amount for this unit for the fifteen (15) year HUD restriction period.**

10.9. FAILURE OF THE HOME TO SELL. If, after diligently marketing the Home as permitted in [Section 10.8](#), through no fault of Homeowner, the Home is not Transferred to an Income-Qualified Person acceptable to CLT within one year following the Intent-to-Sell Notice, then Homeowner may Transfer the Home to any person, whether or not such person is an Income-Qualified Person, provided: (i) the Transferee shall accept and assume all of Homeowner's obligations pursuant to a new Ground Lease and deliver signed Acknowledgment Letters; and (ii) the consideration paid in connection with the Transfer shall not exceed the Purchase Option Price.

10.10. AFTER ONE YEAR CLT SHALL HAVE POWER OF ATTORNEY TO CONDUCT SALE. If CLT does not exercise its Purchase Option, and if Homeowner (a) is not residing in the Home and (b) continues to hold Home out for sale but is unable to locate a buyer and execute a binding buy-sell agreement within one year of the date of the Intent-to-Sell Notice, Homeowner does hereby appoint CLT its attorney in fact to seek a buyer, negotiate a reasonable price that furthers the purposes of this Lease, sell the Home, and pay to the Homeowner the proceeds of sale, minus any amount due Eligible Mortgagees, CLT's costs of sale, and any other sums owed CLT by Homeowner.

10.11. PURCHASE OPTION PRICE. In no event may the Home be sold for a price that exceeds the Purchase Option Price. The Purchase Option Price shall be the lesser of (a) the appraised valuation of the Homeowner's Leasehold Interest as calculated in accordance with [Section 10.6](#) or (b) the Formula Price as that price is calculated in [Section 10.12](#) below.

10.12. FORMULA PRICE. The "**Formula Price**" shall be:

THE LESSER OF: (i) the Base Price plus simple interest on the Base Price at a rate of 1.5% per annum; or (ii) the Base Price inflated according to the Consumer Price Index, calculated from the month and year of Lessee's purchase of the Home to the month and year of the Intent-to-Sell

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Notice or other event triggering CLT's Purchase Option. The calculation shall be derived from the Bureau of Labor Statistics online calculator or any successor:
<https://data.bls.gov/cgi-bin/cpicalc.pl>;

PLUS: a "Capital Improvements Credit" equal to the cost of capital improvements, if any, made to the Home by Homeowner and approved by CLT in accordance with Section 7.4. In no event shall the Capital Improvements Credit exceed 10% of the Base Price;

PLUS: an Administrative Fee of \$2,000.00, to compensate CLT for the costs associated with administering such Transfer and entering into a new ground lease with the Transferee, to be collected by CLT at the time of closing; and

PLUS: Homeowner's portion of any fee charged by a licensed real estate agent to facilitate the sale of the Home and meeting the customary and prevailing rates for the county in which the Home is located.

10.13. QUALIFIED PURCHASER SHALL RECEIVE NEW LEASE. The CLT shall issue a new ground lease to any person who purchases or takes an ownership interest in the Home in accordance with the terms of this Article 10. The terms of such lease shall be the same as those of new leases issued to homebuyers at that time for land not previously leased by the CLT.

10.14. HOMEOWNER REQUIRED TO MAKE NECESSARY REPAIRS AT TRANSFER. Homeowner is responsible for keeping the Home in marketable condition and maintaining the Home and Premises in accordance with Section 4.2 and Section 7.6. At the time of any Transfer, termination of the Lease, or exercise of CLT's Option to Purchase, CLT may, at its discretion, pay for a home inspection to determine if the Home is in marketable condition. If the home inspection concludes the Home has been damaged beyond generally accepted standards of wear and tear, the inspector will be asked to provide a list of such damages and CLT will obtain an estimate for the cost of repair or replacement. Homeowner will be given an opportunity to complete the repairs or replacements or have the estimated cost of repairs or replacements deducted from the resale price. Should Homeowner decide not to complete the work, CLT will arrange with the title company to withhold the estimated costs at the time of sale, and shall consult with and hire a contractor for the work. If the inspection finds that the extent of the damage to the Home renders it unfit for habitation, CLT may purchase the Home at the Purchase Option Price minus the estimated costs of repair and own it during the time needed for repairs before reselling it. Homeowner shall either (i) transfer the Home with all originally purchased appliances or replacements in the Home in good working order or (ii) reduce the Purchase Option Price by the market value of any such appliances that are not left with the Home in good working order.

10.15. RIGHT OF FIRST REFUSAL IN LIEU OF OPTION. If for any reason CLT's Purchase Option is unenforceable, then in addition to all other rights and remedies available to CLT, CLT shall have a right of first refusal to purchase the Home at the highest documented *bona fide* purchase price offer made to Homeowner.

ARTICLE 11: Default & Remedies

11.1. EVENTS OF DEFAULT.

- A. HOMEOWNER'S FAILURE TO PAY FEES. It shall be an Event of Default if Homeowner fails to pay any Fees required by the terms of this Lease and such failure is not cured by Homeowner or a Permitted Mortgagee within thirty (30) days after notice of such failure is given by CLT to Homeowner and Permitted Mortgagee.
- B. HOMEOWNER'S VIOLATION OF NON-MONETARY TERMS. It shall be an Event of Default if Homeowner fails to abide by any other requirement, obligation or restriction of Homeowner in this Lease, and such failure is not cured by Homeowner or a Permitted Mortgagee within sixty (60) days after notice of such failure is given by CLT to Homeowner and Permitted Mortgagee. However, if Homeowner or Permitted Mortgagee, in CLT's sole

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judgment, has made a good faith effort to cure such default within the 60-day cure period and is continuing such cure with due diligence but cannot complete the cure within the 60-day cure period, CLT may extend the cure period for as much additional time as may be reasonably required to cure. This section notwithstanding, if CLT believes that immediate action is or may be necessary to avoid a risk of serious physical injury to persons or damage to property, CLT shall be entitled to take whatever action it may believe to be necessary to guard against or prevent such injuries or damage without being required to wait sixty (60) days after giving notice to Homeowner.

- C. **HOMEOWNER DEFAULT AS A RESULT OF JUDICIAL PROCESS.** It shall be an Event of Default if: (a) the estate hereby created is taken on execution or by other process of law, or (b) Homeowner is judicially declared bankrupt or insolvent according to law, or (c) foreclosure proceedings are commenced against Homeowner or any other assignment is made of the Home for the benefit of creditors, or (d) a receiver, trustee in involuntary bankruptcy, or other similar officer is appointed to take charge of any substantial part of the Home or Homeowner's interest in the Premises by a court of competent jurisdiction, or (e) a petition is filed for the reorganization of Homeowner under any provisions of the Bankruptcy Code now or hereafter enacted, or (f) Homeowner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Code now or hereafter enacted that provides a plan for a debtor to settle, satisfy, or extend the time for payment of debts.
- D. **CLT DEFAULT.** It shall be an Event of Default if CLT fails to abide by any requirement, obligation, or restriction of CLT in this Lease and such failure is not cured by CLT within sixty (60) days after notice of such failure is given by Homeowner to CLT. However, if CLT has made a good faith effort to cure such default within the 60-day cure period and is continuing such cure with due diligence but cannot complete the cure within the 60-day cure period, the cure period shall be extended for as much additional time as may be reasonably required to cure.

11.2. REMEDIES FOR DEFAULT.

- A. **ALL REMEDIES.** Upon an Event of Default by a Party hereunder, the other Party shall have all remedies available at law or in equity.
- B. **MONETARY FINES.** In addition to all other remedies available to CLT, if Homeowner has willfully or repeatedly violated the terms of this Lease and such violations are of the nature specified in Section 11.1.B (non-monetary defaults), then, to deter further violations by Homeowner, CLT may impose monetary fines of up to \$1,000 per violation on Homeowner upon written notice to Homeowner. Such fines shall be paid within ten (10) days following such notice. Such fines shall constitute "Fees" hereunder.
- C. **TERMINATION OF LEASE.** In addition to all other remedies available to CLT, if Homeowner is in default under this Lease, CLT may terminate this Lease upon written notice to Homeowner and initiate summary proceedings under applicable law against Homeowner, and CLT shall have all the rights and remedies consistent with such laws and resulting court orders to enter the Premises and Home and repossess the entire Premises and Home, and expel Homeowner and those claiming rights through Homeowner. In addition, CLT shall have such additional rights and remedies to recover from Homeowner arrears of rent and damages from any preceding breach of any covenant of this Lease. If this Lease is terminated by CLT, then, upon assuming title to the Home, CLT shall promptly pay an amount up to the Purchase Option Price to Homeowner and Permitted Mortgagee(s) in accordance with the provisions of Section 7.7.

Land Trust Information - Sample Ground Lease

Notwithstanding the foregoing, if CLT elects to terminate the Lease, then the Permitted Mortgagee shall have the right, subject to the provisions of Article 8, Section 11.2.D, and Exhibit C, to postpone and extend the specified date for the termination of the Lease for a period sufficient to enable the Permitted Mortgagee to acquire Homeowner's interest in the Home and the Premises by foreclosure or deed-in-lieu of foreclosure.

- D. EXERCISE OF CLT'S PURCHASE OPTION. In addition to all other rights and remedies available to CLT at law or in equity, in an Event of Default by Homeowner, CLT may exercise CLT's Purchase Option set forth in Article 10.
- E. ATTORNEY FEES. CLT shall be entitled to recover reasonable attorney fees from Homeowner if CLT prevails in any action against Homeowner to enforce the provisions of this Lease.

11.3. MEDIATION AND ARBITRATION. Nothing in this Lease shall be construed as preventing the Parties from utilizing any process of mediation or arbitration in which the parties agree to engage for the purpose of resolving a dispute. The Homeowner and CLT shall each pay one half (50%) of any costs incurred in carrying out mediation or arbitration in which the Parties have agreed to engage.

ARTICLE 12: General Provisions

12.1. NOTICES. Whenever this Lease requires either Party to give notice to the other, the notice shall be given in writing and delivered (a) in person, which shall be deemed given upon actual receipt; (b) by certified or registered mail, return receipt requested, to the address stated on the cover page of this Lease, which shall be deemed given on the second business day following deposit with the United States Postal Service; or (c) by e-mail to the address stated on the cover page of this Lease, which shall be deemed given on the day of delivery or, if delivery occurs after 5:00 PM Mountain Standard Time, on the next business day. Notices to Permitted Mortgagees must be given as provided in Exhibit C, attached and made a part of this Lease by reference. Either Party may change its address for notices upon written request to the other Party.

12.2. BROKERAGE FEES. Homeowner shall indemnify, defend, and hold harmless CLT from and against any claims, commissions, or fees charged by any brokers acting, or claiming to act, on behalf of Homeowner in connection with Homeowner's acquisition or Transfer of the Home.

12.3. SEVERABILITY. If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease or give rise to any cause of action of Homeowner or CLT against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law. It is the intention of the Parties that CLT's Purchase Option and all other rights of both Parties under this Lease shall continue in effect for the full term of this Lease and any renewal thereof, and shall be considered to be coupled with an interest.

12.4. WAIVER. The waiver by CLT at any time of any requirement or restriction in this Lease, or the failure of CLT to take action with respect to any breach of any such requirement or restriction, shall not be deemed to be a waiver of such requirement or restriction with regard to any subsequent breach of such requirement or restriction, or of any other requirement or restriction in the Lease. CLT may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by CLT before being effective.

12.5. CLT'S RIGHT TO PROSECUTE OR DEFEND. CLT shall have the right, but shall have no obligation, to prosecute or defend, in its own or Homeowner's name, any actions or proceedings appropriate to the protection of its own or Homeowner's interest in the Premises or the Home. Whenever requested by CLT, Homeowner shall give CLT all reasonable aid in any such action or proceeding.

12.6. CONSTRUCTION. Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand.

Land Trust Information - Sample Ground Lease

12.7. HEADINGS AND TABLE OF CONTENTS. The headings, subheadings, and table of contents appearing in this Lease are for convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.

12.8. PARTIES BOUND. This Lease sets forth the entire agreement between CLT and Homeowner with respect to the leasing of the Premises; it is binding upon and inures to the benefit of these Parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only by written notice executed by CLT and Homeowner or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

12.9. GOVERNING LAW. This Lease shall be interpreted in accordance with and governed by the laws of the State of Montana. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against CLT or Homeowner.

12.10. RECORDING. The Parties agree, as an alternative to the recording of this Lease, to execute a so-called Notice of Lease or Short Form Lease in a form recordable and complying with applicable law and reasonably satisfactory to CLT's attorneys. Additionally, the Parties agree that in the event of filing a Notice of Lease or Short Form Lease, Parties shall also include the Permitted Mortgage Agreement and any Rider. The Mortgagee must provide buyers an accurate estimate of closing costs no later than three (3) days prior to closing. In no event shall such document state the rent or other charges payable by Homeowner under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

12.11. COMPUTATION OF TIME. Whenever the last day for the exercise of any privilege or the discharge of any duty under this Lease shall fall upon a Saturday, a Sunday, or any public or legal holiday, whether state or federal, the Party having the privilege or duty shall have until 5:00 PM Mountain Standard Time on the next regular business day to exercise the privilege or discharge the duty.

The remainder of this page is intentionally left blank.

Land Trust Information - Sample Ground Lease

IN WITNESS WHEREOF, the Parties have executed this Ground Lease on the day and year first above written.

HOMEOWNER(S)

Name Date

Name Date

STATE OF MONTANA)
 :ss
COUNTY OF _____)

This instrument was signed or acknowledged before me on _____,
by _____ and _____.

(SEAL)

Notary Signature

CLT

Hermina Harold, Executive Director, Trust Montana, Inc., sole member of Affordable Land, LLC, CLT Date

STATE OF MONTANA)
 :ss
COUNTY OF MISSOULA)

This instrument was signed or acknowledged before me on _____, by
Hermina Harold as Executive Director of Trust Montana, Inc., sole member of Affordable Land, LLC.

Land Trust Information - Sample Ground Lease

(SEAL)

Notary Signature

Land Trust Information - Sample Ground Lease

Exhibit A**ACKNOWLEDGEMENT LETTERS****Homeowner's Letter of Agreement**

To: _____, a Community Land Trust (the "CLT")

Date: _____

This letter is given to Affordable Land, LLC ("CLT") to induce them to enter into a long-term Ground Lease (the "Lease") with me. I will be leasing a parcel of land from CLT and purchasing the home that sits on that parcel of land. I will therefore become what is described in the Lease as the "Homeowner". That parcel of land upon which the home is situated is described in the Lease as the "Premises". The home and other improvements and fixtures on the Premises are defined in the Lease as the "Home." I have read and reviewed the entire Lease with my legal counsel, and my legal counsel has explained to me the terms and conditions of the Lease and answered my questions regarding this transaction. I understand the way these terms and conditions will affect my rights as a community land trust homeowner, now and in the future.

In particular, I understand and agree with the following:

1. One of the goals of CLT is to keep homes affordable for low- to moderate-income households from one homeowner to the next. I support this goal as a community land trust homeowner.
2. The terms and conditions of my Lease will keep my Home affordable for future "income-qualified persons" (as defined in the Lease). If and when I want to sell my Home, the Lease requires that I sell it either to the CLT or to another income-qualified person. The Lease also limits the price at which I can sell the Home, in order to keep the home affordable for such income-qualified persons.
3. It is also a goal of CLT to promote owner-occupancy of homes on CLT's land. For this reason, it is a violation of the Lease if I, my spouse, or my children fail to occupy the Home at least 270 days in each calendar year. We cannot continue to own the Home as absentee owners.
4. I understand that I am accepting the Home and the Premises "as-is" and that I am solely responsible for maintaining the Home and the Premises and paying for all maintenance, repairs, taxes, services, and utilities. Further, I am agreeing to release the CLT for any liability related to the condition of the Home or the Premises and to indemnify and defend CLT for damages resulting from my ownership and use of the Home and use of the Premises.
5. I understand that I can leave my Home to my spouse or child through testamentary gift in accordance with the specific provisions of the Lease, but the restrictions contained in the Lease will continue in full force and effect upon my heir(s) signing a new ground lease with CLT.

I further understand and agree that this letter contains only a brief summary of some of the key terms of the Lease, and that my rights and obligations as between me and the CLT are governed by the Lease. As a community land trust homeowner, it is my desire to see the terms of the Lease and related documents honored. I consider these terms fair to me.

Sincerely, _____

Name 1

Name 2

Land Trust Information - Sample Ground Lease

Attorney's Letter of Acknowledgment

Date _____

I, _____, have been independently employed by _____
 _____ (hereinafter "the Client") who intends to purchase a house and
 other improvements (the "Home") on land to be leased from Affordable Land, LLC ("CLT"), a
 wholly-owned subsidiary of Trust Montana, Inc. The Home is located at
 _____.

In connection with the contemplated purchase of the Home and the leasing of the Premises, I reviewed
 with the Client the following documents:

- a) this Letter of Attorney's Acknowledgment and a Letter of Agreement from the Client; and
- b) the proposed Ground Lease conveying a leasehold interest in the Premises, for seventy-five
 (75) years, to the Client.

The Client has received complete and competent legal information and advice regarding this conveyance
 and the foregoing documents. In my review of these documents with the Client, my purpose has been to
 reasonably inform the Client of the present and foreseeable risks and legal consequences of the Ground
 Lease that is part of the contemplated transaction.

The Client is entering the aforesaid transaction in reliance on their own judgment and upon their
 investigation of the facts. The advice and information provided by me was an integral element of such
 investigation.

Signature: _____

Attorney Name

Title

Firm

Address

Land Trust Information - Sample Ground Lease

Exhibit B

LEGAL DESCRIPTION OF PREMISES

Exhibit C**PERMITTED MORTGAGES**

The rights and provisions set forth in this Exhibit shall be understood to be provisions of Article 8 of the Lease. All terminology used in this Exhibit shall have the meaning assigned to it in the Lease.

A. OBLIGATIONS OF PERMITTED MORTGAGEE. Any Permitted Mortgagee shall be bound by each of the following requirements unless the particular requirement is removed, contradicted or modified by a rider to this Lease signed by Homeowner and CLT to modify the terms of the Lease during the term of the Permitted Mortgage.

1. If Permitted Mortgagee sends a notice of default to Homeowner because Homeowner has failed to comply with the terms of the Permitted Mortgage, the Permitted Mortgagee shall, at the same time, send a copy of that notice to CLT. Upon receiving a copy of the notice of default and within that period of time in which Homeowner has a right to cure such default (the “cure period”), CLT shall have the right to cure the default on Homeowner’s behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Permitted Mortgagee.
2. If, after the cure period has expired, the Permitted Mortgagee intends to accelerate the note secured by the Permitted Mortgage or begin foreclosure proceedings under the Permitted Mortgage, the Permitted Mortgagee shall first notify CLT of its intention to do so, and CLT shall then have the right, upon notifying the Permitted Mortgagee within thirty (30) days of receipt of such notice, to acquire the Permitted Mortgage by paying off the debt secured by the Permitted Mortgage.
3. If the Permitted Mortgagee acquires title to the Home through foreclosure or acceptance of a deed in lieu of foreclosure, the Permitted Mortgagee shall give CLT written notice of such acquisition and the CLT shall then have an option to purchase the Home from the Permitted Mortgagee for the full amount owing to the Permitted Mortgagee under the Permitted Mortgage. To exercise this option to purchase, CLT must give written notice to the Permitted Mortgagee of CLT’s intent to purchase the Home within thirty (30) days following receipt of the Permitted Mortgagee’s notice. CLT must then complete the purchase of the Home within sixty (60) days of having given written notice of its intent to purchase. If CLT does not complete the purchase within this 60-day period, the Permitted Mortgagee shall be free to sell the Home to another person.
4. Nothing in the Permitted Mortgage or related documents shall be construed as giving Permitted Mortgagee a claim on CLT’s interest in the Premises, or as assigning any form of liability to the CLT with regard to the Premises, the Home, or the Permitted Mortgage.
5. Nothing in the Permitted Mortgage or related documents shall be construed as rendering CLT or any subsequent Mortgagee of CLT’s interest in this Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt secured by the Permitted Mortgage or any part thereof.
6. The Permitted Mortgagee shall not look to CLT or CLT’s interest in the Premises, but will look solely to Homeowner, Homeowner’s interest in the Premises, and the Home for the payment of the debt secured thereby or any part thereof. (It is the intention of the parties hereto that CLT’s consent to such Permitted Mortgage shall be without any liability on the part of CLT for any deficiency judgment.)
7. In the event any part of the Security is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Permitted Mortgagee in accordance with the provisions of Article 9 hereof.
8. CLT shall not be obligated to execute an assignment of Fees payable by Homeowner under the terms of the Lease.

Land Trust Information - Sample Ground Lease

B. RIGHTS OF PERMITTED MORTGAGEE. The rights of a Permitted Mortgagee shall be as set forth below.

1. Any Permitted Mortgagee shall, without further consent by CLT, have the right to (a) cure any default under this Lease, and perform any obligation required under this Lease, such cure or performance being effective as if it had been performed by Homeowner; (b) acquire and convey, assign, transfer, and exercise any right, remedy, or privilege granted to Homeowner by this Lease or otherwise by law, subject to the provisions, if any, in the Permitted Mortgage, which may limit any exercise of any such right, remedy or privilege; and (c) rely upon and enforce any provisions of the Lease to the extent that such provisions are for the benefit of a Permitted Mortgagee.
2. A Permitted Mortgagee shall not be required, as a condition to the exercise of its rights under the Lease, to assume personal liability for the payment and performance of the obligations of Homeowner under the Lease. Any such payment or performance or other act by Permitted Mortgagee under the Lease shall not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession of the Home and Premises. In the event Permitted Mortgagee does take possession of the Home and Premises and thereupon transfers such property, any such transferee shall be required to enter into a written agreement assuming such personal liability and upon any such assumption the Permitted Mortgagee shall automatically be released from personal liability under the Lease.
3. In the event that title to the estates of both CLT and Homeowner are acquired at any time by the same person or persons, no merger of these estates shall occur without the prior written declaration of merger by Permitted Mortgagee, so long as Permitted Mortgagee owns any interest in the Security or in a Permitted Mortgage.
4. If the Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors' rights, CLT shall enter into a new lease for the Premises with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, subject to CLT's approval, which approval shall not be unreasonably withheld), not more than thirty (30) days after the request of the Permitted Mortgagee. Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection or disaffirmance, and upon all the terms and provisions contained in the Lease. However, the Permitted Mortgagee shall make a written request to CLT for such new lease within sixty (60) days after the effective date of such termination, rejection, or disaffirmance, as the case may be. Such written request shall be accompanied by a copy of such new lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Homeowner thereunder. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Premises as the Lease. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by CLT, Homeowner and the Permitted Mortgagee.
5. CLT shall have no right to terminate the Lease during such time as the Permitted Mortgagee has commenced foreclosure in accordance with the provisions of the Lease and is diligently pursuing the same.
6. In the event that CLT sends a notice of default under the Lease to Homeowner, CLT shall also send a notice of Homeowner's default to Permitted Mortgagee in the manner in which notices are required to be given under recorded Permitted Mortgage instruments.
7. In the event of foreclosure sale by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure in accordance with the provisions of the Lease, at the election of the Permitted Mortgagee, the relevant provisions of Article 10 shall be deleted and thereupon shall be of no further force or effect as to only so much of the Security so foreclosed upon or transferred.

Land Trust Information - Sample Ground Lease

8. Before becoming effective, any amendments to this Lease must be approved in writing by Permitted Mortgagee, which approval shall not be unreasonably withheld. If Permitted Mortgagee has neither approved nor rejected a proposed amendment within sixty (60) days of its submission to Permitted Mortgagee, then the proposed amendment shall be deemed to be approved.

C. STANDARD PERMITTED MORTGAGE AGREEMENT. A Standard Permitted Mortgage Agreement, as identified in Section 8.4 of this Lease, shall be written as follows, and shall be signed by Mortgagee and Lessee.

This Agreement is made by and among:

_____, its successors and/or assigns (“Mortgagee”) and
 _____ (“Homeowner” and
 “Mortgagor”)

Whereas:

a) *AFFORDABLE LAND, LLC (the “CLT”) and Homeowner have entered, or are entering, into a ground lease (the “Lease”), conveying to Homeowner a leasehold interest in the land located at _____ (the “Premises”); and Homeowner has purchased, or is purchasing, the house and improvements located on the Premises (the “Home”).*

b) *The Mortgagee has been asked to provide certain financing to Homeowner, and is being granted concurrently herewith a mortgage and security interest (the “Mortgage”) in the Home and the Homeowner’s interest in the Premises, all as more particularly set forth in the Mortgage, attached hereto as Schedule A.*

c) *The Lease states that Homeowner may mortgage their interest in the Premises only with the written consent of CLT. The Lease further provides that CLT is required to give such consent only if the Mortgagee signs this Standard Permitted Mortgage Agreement and thereby agrees to certain conditions that are stipulated herein (the “Stipulated Conditions”).*

Now, therefore, Homeowner/Mortgagor and the Mortgagee hereby agree that the terms and conditions of the Mortgage shall include the Stipulated Conditions stated below.

Stipulated Conditions:

1) *If Mortgagee sends a notice of default to Homeowner because Homeowner has failed to comply with the terms of the Mortgage, the Mortgagee shall, at the same time, send a copy of that notice to the CLT. Upon receiving a copy of the notice of default and within that period of time in which Homeowner has a right to cure such default (the “cure period”), the CLT shall have the right to cure the default on Homeowner’s behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Mortgagee.*

2) *If, after such cure period, the Mortgagee intends to accelerate the note secured by the Mortgage or initiate foreclosure proceedings under the Mortgage, in accordance with the provisions of the Lease, the Mortgagee shall first notify CLT of its intention to do so and CLT shall have the right, but not the obligation, upon notifying the Mortgagee within thirty (30) days of receipt of said notice, to purchase the Mortgagee’s loan and to take assignment of the Mortgage.*

3) *If the Mortgagee acquires title to the Home and Homeowner’s interest in the Premises through foreclosure or acceptance of a deed in lieu of foreclosure, the Mortgagee shall give CLT written notice of such acquisition and CLT shall have an option to purchase the Home and Homeowner’s interest in the Premises from the Mortgagee for the full amount owing to the Mortgagee; provided, however, that CLT notifies the Mortgagee in writing of CLT’s intent to make such purchase within thirty (30) days following receipt of the Mortgagee’s notice of such acquisition of the Home and Homeowner’s interest in the Premises; further provided that CLT shall complete such purchase within sixty (60) days of having given*

Land Trust Information - Sample Ground Lease

written notice of its intent to purchase; and provided that, if CLT does not complete the purchase within such period, the Mortgagee shall be free to sell the Home and Homeowner's interest in the Premises to another person;

4) Nothing in the Mortgage or related documents shall be construed as giving the Mortgagee a claim on CLT's interest in the Premises, or as assigning any form of liability to CLT with regard to the Premises, the Home, or the Mortgage.

5) Nothing in the Mortgage shall be construed as rendering CLT or any subsequent holder of CLT's interest in and to the Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by such note and such Mortgage or any part thereof.

6) The Mortgagee shall not look to CLT or its interest in the Premises, but will look solely to Homeowner and Homeowner's interest in the Premises and the Home for the payment of the debt secured by the Mortgage. (It is the intention of the parties hereto that CLT's consent to the Mortgage shall be without any liability on the part of CLT for any deficiency judgment.)

7) In the event that any part of the Premises is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Mortgagee in accordance with the provisions of Article 9 of the Lease.

8) Nothing in the Mortgage shall obligate CLT to execute an assignment of the Lease Fee or other rent payable by Homeowner under the terms of this Lease.

By: _____ for Mortgagee, _____ Date: _____

Print Name & Title: _____

_____ Homeowner/Mortgagor Date: _____

_____ Homeowner/Mortgagor Date: _____

Land Trust Information - Sample Ground Lease

Exhibit D

RIDER

To be provided to the title company by the lender and signed at closing. Recorded with the Notice of Lease and included with lease documents for filing at the Trust Montana office.

Land Trust Information - Sample Ground Lease

Exhibit E

LIMIT ON HOME SUBSIDY OVER 15 YEARS

As of the ___ day of _____, 20 __, this unit has \$ _____ of HOME subsidy invested. The maximum amount of HOME subsidy allowed to be invested in this _____-bedroom unit over the 15-year affordability period, per the State of Montana HOME Contract with _____, is \$ _____.

Land Trust Information - Trust Montana's Role in Housing Projects FAQ

FAQ: Trust Montana's Role in Affordable Home Development Projects

What we do:

- Implement and monitor long-term affordability restrictions on properties across Montana by owning the land under individually-owned homes
- Support builders and other project partners in ensuring the properties are able to be deeded to Trust Montana
- On projects that ultimately will not be transferred to Trust Montana's ownership, we consult with communities who are looking to start a CLT organization and help them follow national best practices

How Does Trust Montana Ensure Permanent Affordability?

- By holding the land under the home in trust and entering into a 75-year ground lease with the owners of the home. The ground lease restricts the resale price, ensuring the home benefits the initial homebuyer and all subsequent buyers. The ground lease also requires that the homeowner is the primary occupant of the home, and requires that the owner maintains the home in good condition. Monitoring the ground lease restrictions becomes Trust Montana's long-term responsibility as soon as the land is transferred to Trust Montana.
- By assisting project partners with finding low-interest loans for the homebuyers.
- By providing education about CLT transactions to real estate professionals involved in the project: title agents, appraisers, lenders, realtors, etc.

How Does Trust Montana Support its Operations?

- Trust Montana charges a \$40 per month ground lease fee to each homeowner.
- To help cover the costs associated with stewarding properties for 75+ years, Trust Montana collects a \$2,000 per-unit onboarding stewardship fee for each home it takes into its portfolio. This is typically collected at closing, and should be worked into the development budget just like a developer fee would be.

Does a developer have to get any special permits or change how a project is developed in order for the project to be transferred into a CLT?

No. As long as a home is developed according to applicable local and state building codes and is therefore able to be conveyed to a buyer as a legally-defined unit, just like with any homeownership development, then the home can be preserved as affordable via a CLT. In Montana, there are over 200 CLT homes, including Townhomes, Condominiums, and single family homes.

What basic components are needed to create a successful CLT project:

- Subsidy to buy down the home prices/help cover the cost of construction
- Land - purchased using subsidy, donated, or partially-donated
- A builder
- Ground lease documents and long-term compliance monitoring by the CLT staff. Trust Montana commits to 75+ years of active monitoring of affordability restrictions.

Land Trust Information - Trust Montana's Role in Housing Projects FAQ

Why does Trust Montana use a ground lease instead of a deed restriction to preserve affordability?

In Montana, ground leases have stronger legal support than deed restrictions. See the below comparison table:

	CLT Ground Lease	Deed Restriction/Covenant
Perpetual Affordability	<i>75-year term, renewable, inheritable. CLT's ownership of the land gives the CLT the ability to enforce affordability restrictions indefinitely.</i>	<i>Only runs with the land and binds future homebuyers if the party placing the restriction owns adjacent land. Otherwise attempts to make restrictions perpetual conflict with state law, the rule against unreasonable restraints, and the rule against perpetuities.</i>
Compliance with Restrictions	<i>CLT has the right to evict homeowners (force them to sell their home) if lease restrictions are not followed.</i>	<i>Enforcer of restriction likely has to take the homeowner to court to force compliance if restrictions are not followed (often after the violation).</i>
Long-Term Stewardship	<i>Monitoring of lease restrictions, homeowner support, foreclosure intervention, and resale coordination are built into the CLT program's operations.</i>	<i>No specific entity is required to monitor the restriction for compliance. Restrictions can be overlooked in title searches.</i>

Land Trust Information - End of Trust Montana's Role in Housing Projects FAQ

A Comparison of Deed Restrictions/Covenants and CLT Ground Leases for Use in Preserving Affordable Homes*

The goals of long-term affordable housing restrictions are 1) ensuring subsidized homes are maintained as affordable by requiring they are only re-sold at a formula price to income qualified buyers who use their home as their primary residence; and 2) ensuring the subsidy initially invested in the homes stays with the homes to benefit all future buyers.

Community land trusts in Montana use 75-year renewable ground leases to restrict the resale price of homes. Some states have statutes that support using deed restrictions/restrictive covenants to reach the same goals (ex: Maine & Oregon). In Montana, there are challenges and limitations around the use of deed restrictions in this context. See the below table for a basic comparison, and the following legal memo for a more detailed explanation:

	CLT Ground Leases	Deed Restrictions/Covenants
<i>Perpetual Affordability</i>	<i>75-year term, renewable, inheritable. CLT's ownership of the land gives the CLT the ability to enforce affordability restrictions indefinitely</i>	<i>Only runs with the land and binds future homebuyers if the party placing the restriction owns adjacent land. Otherwise attempts to make restrictions perpetual conflict with state law and the rule against unreasonable restraints and the rule against perpetuities</i>
<i>Compliance with Restrictions</i>	<i>CLT has the right to evict homeowners (force them to sell their home) if lease restrictions are not followed</i>	<i>Enforcer of restriction likely has to take the homeowner to court to force compliance if restrictions are not followed (often after the violation)</i>
<i>Long-Term Stewardship</i>	<i>Monitoring of lease restrictions, homeowner support, foreclosure intervention, and resale coordination are built into the CLT program's operations</i>	<i>No specific entity is necessarily required to monitor the restriction for compliance. Restrictions can be overlooked in title searches (see Denver, Colorado example below)</i>

Land Trust Information - A Comparison of Deed Restrictions/Covenants and CLT Ground Leases for Use in Preserving Affordable Homes

Long-Term Affordability

Under Montana law, a deed restriction or deed covenant will not run with the land to bind successors unless it is appurtenant to a dominate estate. MCA 70-17-201; Scott v. Lee & Donna Metcalf Charitable Trust. If a government agency or non-profit organization seeking to enforce the affordability restriction holds adjacent property, the restriction will be appurtenant and will run with the land. However, the appurtenance requirement would not be met in most affordable housing situations. A restrictive covenant set up through the recording of a declaration of covenants, conditions, and restrictions at the time of subdivision, may establish rules on “the types of use of a member’s real property.” MCA 70-23-103. It seems likely that affordability covenants would not be considered a regulation on the type of use of the property should it be challenged, although there is no case authority on this point in Montana. As a practical matter, once the developer is gone, the HOA is not going to enforce affordability covenants on its members and may not even know of violations. If the deed restriction or restrictive covenant does not run with the land it will be akin to a contract, limited in duration, and the housing will not be affordable in perpetuity.

On the other hand, with the CLT model, the CLT owns title to the land and the homeowner owns the improvements separately. By owning title to the land under the homes, the CLT is able to enter 75-year, renewable ground leases with each homeowner and enforce the affordability restrictions indefinitely.

Stewardship of the Homes

Assuming a government agency or non-profit organization holds the benefit of a deed restriction or restrictive covenant, even though it is likely just a contractual relationship, affordability restrictions require substantial monitoring. Several years ago, Denver passed a mandatory inclusionary zoning law, but the City lost track of monitoring homes and by 2018 their program was in crisis, with many deed restricted homes back on the speculative market or rented out at market rate. As noted above, it is likely that the restriction will not run with the land to bind successors so it is even more important that the party seeking to enforce the restrictions know when the property is being sold and take action to ensure the proper resale price and buyer qualification. The government agency or non-profit will have to invest resources to monitor their affordable housing projects to avoid losing them to the market.

Stewardship is built into the CLT model and an integral part of the CLT success. The CLT steward maintains a relationship with the homeowners through regular communications, assists homeowners who may miss lease payments due to financial distress, advises homeowners on capital improvement options, visually monitors the maintenance of the properties, and is actively involved in the resale process. This allows the CLT to monitor their properties, support homeowners, and prevent foreclosures. Through stewardship, CLTs are also best situated to monitor the use and occupancy of affordable housing to ensure the homes are being used to house the people who need it most and are not transitioned into short term rentals.

Land Trust Information - A Comparison of Deed Restrictions/Covenants and CLT Ground Leases for Use in Preserving Affordable Homes

Enforceability of Affordability Restrictions

There are many legal land mines when it comes to enforcing deed restrictions and restrictive covenants. As noted previously, it is unlikely that such restrictions will run with the land to bind successors so if a home sale slips through unbeknownst, the affordability restrictions will be lost forever. A successor in interest to the homeowner has a strong argument to invalidate restrictive affordability covenants in a subdivision plan since they are more onerous than the allowable regulations on the types of use of the property. If the interest is held in gross, meaning the party entitled to enforce the restriction has no property interest relative to the bound property, the claim for enforcement will be much weaker. Any attempt to make the restriction run forever will run up against the rule against unreasonable restraints and the rule against perpetuities, both of which are still law in Montana. Should the restriction be treated as a contract between the parties, there may be an issue of valid consideration to the second homeowner since the home's seller is offering the home at a below market price, not the government agency or non-profit organization. Finally, any remedy will likely require court action, which is both expensive and can bring up an array of unknown issues.

Restrictions placed on property through the ground lease are easier to enforce. Since the CLT has an ownership interest in the property, it has a much stronger interest in enforcing the terms of the ground lease. Further, the ownership of the home is explicitly subject to the terms of the ground lease which is signed at the time of closing and recorded. The legal mechanisms for enforcing the terms of a lease are well established in landlord and tenant law, including rights of eviction.

Other Ground Lease Advantages

The CLT ground lease model has been around for decades and is proven successful. The Grounded Solutions Model Ground Lease is approved by secondary lenders, including Fannie Mae, Freddie Mac and the Montana Board of Housing, making it easier for homebuyers to secure fair financing from local lenders. Separating ownership of the land and improvements allows the land to qualify for tax-exemption and, in such cases, homeowners pay less property tax. The fact that the CLT owns the land in trust for the benefit of the community, gives it the ability to alter the use of the land in the future through agreement with the homeowner or completely changing the nature of the land use when it is no longer needed for affordable housing.

***Disclaimer and Work Product:** The information provided in this memorandum does not, and is not intended to, constitute legal advice and is intended for general informational purposes only. This information is not a substitute for a lawyer's research, analysis, or document drafting tailored to specific circumstances. The memorandum constitutes the work product of Trust Montana, Inc. and no part may be used in a commercial context without the express consent of Trust Montana, Inc.

Long-Term Projections for a CLT Home for Households Earning Below 120% AMI

Helena, MT 2022

Presented by: Bill Henry, Stewardship and Projects Coordinator



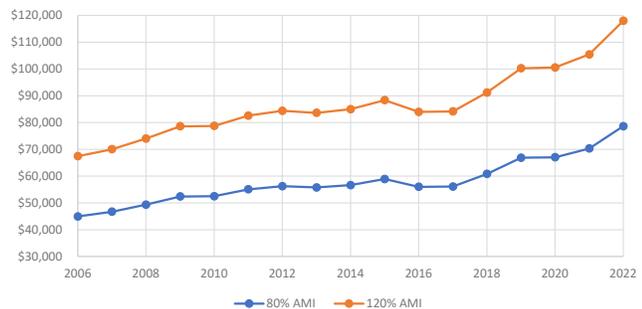
HUD Income Limits

*Four-person household

Year	80% AMI	120% AMI
2022	\$ 78,650	\$ 117,975
2021	\$ 70,300	\$ 105,450
2020	\$ 67,050	\$ 100,575
2019	\$ 66,850	\$ 100,275
2018	\$ 60,800	\$ 91,200
2017	\$ 56,100	\$ 84,150
2016	\$ 56,000	\$ 84,000
2015	\$ 58,900	\$ 88,350
2014	\$ 56,650	\$ 84,975
2013	\$ 55,750	\$ 83,625
2012	\$ 56,250	\$ 84,375
2011	\$ 55,050	\$ 82,575
2010	\$ 52,500	\$ 78,750
2009	\$ 52,400	\$ 78,600
2008	\$ 49,350	\$ 74,025
2007	\$ 46,700	\$ 70,050
2006	\$ 44,950	\$ 67,425

- HUD funding only serves households earning 80% AMI or below
- Since 2006, HUD income limits increased by 4.41% per year
- <https://www.huduser.gov/portal/datasets/il.html>

Income Levels for Helena
Since 2006



CLT Home Sale Price Scenario for a Buyer Earning 120% AMI:

- Market Rate Value of the Home: **\$300,000**
- \$20,000 in subsidy
- 1st Sale Price: \$280,000
- TM's resale formula allows 1.5% equity earning per year
- Starting in 2022, each sale is projected to be 7 years apart, which is the average length of CLT homeownership

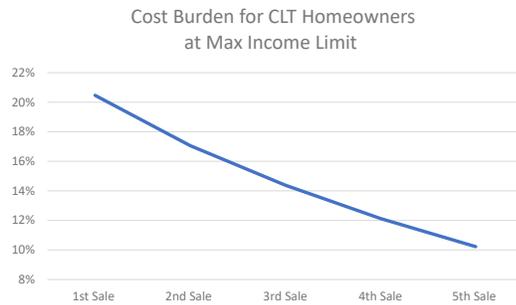


Sale	CLT Sale Price
1st Sale	\$ 280,000
2nd Sale	\$ 309,400
3rd Sale	\$ 341,887
4th Sale	\$ 377,785
5th Sale	\$ 417,453



Housing Cost Burden Over Time for a CLT Household at 120% AMI

- The table to the right shows the percentage of a household's monthly income that would be spent on housing if the home was purchased by the initial buyer for \$280,000.
- There is no personal down payment included in these calculations, but the homebuyer pays closing costs.
- Fixed 4.5% interest rates
- Taxed at 0.93% per year
- Insurance formula:
 - $=(\text{Sales Price}/1000*3.5)/12$
- \$40 per month Ground Lease Fee
- 1% Private Mortgage Insurance



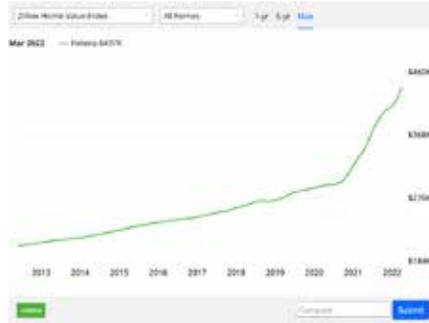
Sale	Cost Burden
1st Sale	20%
2nd Sale	17%
3rd Sale	14%
4th Sale	12%
5th Sale	10%



Land Trust Information - Helena Community Land Trust Subsidy Growth

Market Rate Comparison

- In this scenario, the CLT/development partners invest \$100,000 in one-time subsidy.
- **Zillow Median Home Prices**
 - May 2012: \$207,000
 - August 2020: \$299,000
 - March 2022: \$437,000
- 4.94% per year increase from 2012-2020
- 10.10% per year increase from 2012-2022
- Calculated using a modest 4.94% market value increase per year vs TM's 1.5% equity restriction



CLT Maximum Sales Price vs Market Rate Comparison (\$20k Subsidy)



Increase in Affordability Over Time

- This table compares a modest 4.94%/year market rate increase to Trust Montana's 1.5% per year equity restriction.
- The subsidy invested in a CLT home grows over time in rising markets, in comparison with the surrounding market rate homes.

Sale	CLT Sale Price	Market Rate Comp	Subsidy Growth
1st Sale	\$ 280,000	\$ 300,000	\$ 20,000
2nd Sale	\$ 309,400	\$ 403,710	\$ 94,310
3rd Sale	\$ 341,887	\$ 543,273	\$ 201,386
4th Sale	\$ 377,785	\$ 731,082	\$ 353,297
5th Sale	\$ 417,453	\$ 983,817	\$ 566,364
			\$ 546,364
			2732%



Land Trust Information - End of Helena Community Land Trust Subsidy Growth

Article published in Church Newsletter – September 2021

Development Planning Update and September Meetings Planned

Our Redeemer's Lutheran Church, along with our partners; The City of Helena, Helena Area Habitat for Humanity, YWCA, Rocky Mountain Development Council, and Trust Montana were granted \$40,000 of planning money through the Community Development Block Grant (CDBG) Program. This, along with partner matching funds and City funds of \$28,000, are funding a development planning process for our land. This process will help determine partner and congregational goals, community and development goals, and the general feasibility of developing the property around the church.

To lead ORLC and our partners through this process, the consultant team of Mosaic Architecture and SMA Architects, along with consultants Stahly Engineering and GL Development have been hired. A kick-off meeting with the congregation was held on Sunday, July 25th during which the consultant team and our planning partners were introduced. Leading the planning process from Mosaic Architecture are ORLC members Jeff Downhour and Gretchen Krumm and from SMA Architects, member Tim Meldrum. Both firms have extensive experience working with public planning processes, master plans, and CDBG-funded planning and construction projects.

Each of our partners shares in the mission vision of providing affordable, safe housing for people in our Helena community, but they each target services to a different sector of our community.

- The YWCA specifically serves women and children. They are seeking to create transitional housing for women who have graduated from their intensive 6-month sober living program to support them in After Care while they find suitable housing. This facility would provide 18-24 months of housing for these women and their children in a tobacco, alcohol, and drug free living environment where they continue to receive supportive services and gain the financial independence required for more stable housing. The YWCA is also opening a trauma-informed daycare this fall to specifically provide services to children who have experienced trauma. Their staff are specifically trained in the environment and therapy needed to nurture these children.
- Rocky Mountain Development Council develops, owns, and manages affordable rental housing. They typically leverage several different funding sources to subsidize the financing of their projects, including Low Income Housing Tax Credits (LIHTC), CDBG Housing grants, Housing Trust Fund (HTF), and Home Investment Partnerships Program (HOME) grants. RMDC's current properties range in size from 8 to 85 units and its total portfolio includes 382 units in the tri-county area. Tenants must income-qualify to rent from RMDC. RMDC provides on-site management and maintenance of their properties.
- Helena Area Habitat for Humanity builds housing for income-qualified people who can qualify for a loan for a reduced-cost home. They leverage material, labor, monetary donations, and grants, as well as a mutual self-help programs in which neighbors help one-another to build their homes to reduce the sale price of the home to the qualifying homeowner.
- Trust Montana is a Community Land Trust. They hold land in trust for affordable housing and establish ground leases with the final building owners. They manage any future resale or property transfer to maintain compliance with the affordable housing land trust. Resale of buildings are restricted to income-qualified buyers and price escalation is capped to insure long-term affordability of the property.
- The City of Helena is our grant sponsor. They recognize a desperate need for more affordable housing in our community and are taking steps to encourage the development of such, including creating an Affordable Housing Trust Fund and a potential fee waiver for any project serving a population at or below sixty percent of the area median income. Their support and sponsorship

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of this planning effort is yet another indication of their commitment to solving this community problem.

The planning process will begin with a church-wide effort to establish future mission priorities for ORLC so that the church can define what land they want to retain for future church development. Once mission priorities are established and analyzed, a church site planning effort will help to define a future property boundary.

We will kick-off this mission planning effort first with a Listening Session with our neighbors. As we assess priorities for our church mission, it will be important to hear what our neighbors think our mission in this place should be. If we are indeed “reaching out to serve”, we should understand the needs of those we are reaching out to.

Please plan to attend a Listening Session with ORLC and its Neighbors, Wednesday, September 8th at 7pm. In-person and virtual options will be provided.

This listening session will be followed by two identical workshops at which we will be seeking your input on mission priorities. Please also plan to attend one of the following identical workshops to help evaluate and rank possible future mission development on the ORLC site.

Sunday, September 19th at 9:45am

or

Wednesday, September 22nd at 7:15pm

After the proposed church boundary is established, ORLC will engage with our partners, neighbors, and other community stakeholders to master plan the development beyond the church property boundary. Questions such as suitable density, housing type and variety, aesthetics, neighborhood amenities, funding, trails and connections, landscape and sustainability will all be discussed and analyzed to reach the highest and best solution for the community and the neighborhood.

Please feel free to reach out to a member of the ORLC Development Team or our consultant team with any questions, comments, or concerns.

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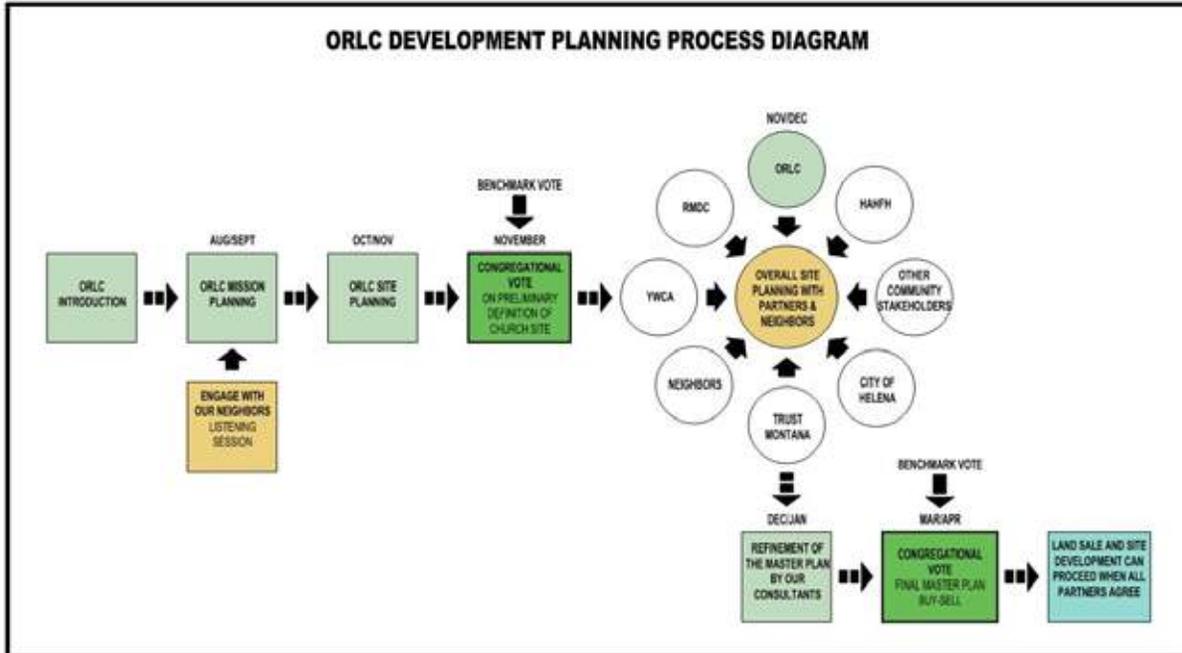
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Church Newsletter Articles - September 2021



Church Newsletter Articles - End of September 2021 Newsletter Article

Partner Article run in Church Newsletter – October 2021

Each month, the ORLC Development Planning Team will be offering an article from one of our development partners. It is our hope, that through this effort, we might come to better understand each of the non-profit partners who have joined us in this development planning process. Our first article is from Trust Montana.

Trust Montana

Trust Montana is a non-profit community land trust (CLT) that holds land for the benefit of Montana communities, preserving the affordability of homes, farms, and other vital land-based assets.

Our mission is to promote community land trusts and hold land in trust to facilitate workforce housing, farmland affordability, and the preservation of vital community assets that keep rural and urban areas livable for Montanans of varied economic means.

We strive to ensure that public and private investments in housing and other land-based assets remain in the community to serve multiple generations.

How Does it Work?

Trust Montana maintains affordability by holding the land while income qualified households purchase the homes at a price they can afford. Homes are acquired using a number of different strategies – in partnership with non-profit developers, municipalities, Habitat for Humanity affiliates, or through the purchase or donation of existing homes.

The homeowners on CLT-owned land benefit from a subsidized purchase price and agree to “pay it forward” to the next buyer of their home by limiting the equity they will earn from the home if they ever decide to move. We ensure permanent affordability by entering into a ground lease with each homebuyer that includes a resale formula that caps the equity the homeowner can earn over time. This way, the home is accessible to multiple generations of people who are generally excluded from experiencing the security and opportunities provided by homeownership. The CLT tool is utilized on a global scale, and in Montana, there are over 120 CLT homes: in Red Lodge, Belgrade, Bozeman, Big Sky, Livingston, Kalispell, and Missoula. The CLT tool helps to keep Montanans in Montana, through economic downturns and upturns.

The housing crisis in the West has been exacerbated by the Covid-19 pandemic, and most communities in Montana are feeling the effects of the ever-expanding gap between home prices and what people earn. As Montana becomes more attractive to buyers from around the globe, it is becoming even more important that we ensure there is a growing stock of homes Montanans can afford -- both rentals and homeownership units. Trust Montana is honored to take part in the project spearheaded by Our Redeemers Lutheran Church and the City of Helena. The project will address the housing crisis at a number of different levels - by increasing access to homeownership, affordable rentals, and vital YWCA services. As the community land trust that will be charged with stewarding the land to help ensure this

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multi-faceted project serves the community for the long-term, we are excited to stand behind the project partners as they move forward with a robust community planning process.

Church Newsletter Articles - End of October 2021 Newsletter Article

Article published in church newsletter – November 2021**ORLC Development Planning Update from the design team.**

Our Redeemer's Lutheran Church, along with our partners; The City of Helena, Helena Area Habitat for Humanity, YWCA, Rocky Mountain Development Council, and Trust Montana were granted \$40,000 of planning money through the Community Development Block Grant (CDBG) Program. This, along with partner matching funds and City funds of \$28,000, are funding a development planning process for our land. This process will help determine partner and congregational goals, community and development goals, and the general feasibility of developing the property around the church. To lead ORLC and our partners through this process, the consultant team of Mosaic Architecture and SMA Architects, along with consultants Stahly Engineering and GL Development have been hired.

During September and October, the congregation has been involved in the first phase of this planning effort – to discuss and assess future church mission goals. The goal of these discussions has been to establish a church campus boundary beyond which the congregation is comfortable allowing our housing partners to begin planning housing.

We kicked off this mission planning effort with a Listening Session with our neighbors. We sought neighborhood feedback on future church missions as well as site amenities the neighborhood would be interested in seeing as a part of the development. Feedback was gathered using an online survey tool. Of the possible future church mission developments presented, the neighbors reacted most positively to Preschool Expansion, Community Multipurpose Building, and Daycare. Site amenities of most interest to the neighborhood were creek access, playground, and trails.

Following the Listening Session, congregational members have engaged in a series of three progressive meetings (each meeting offered at two different times) focused on evaluating future church missions that impact site utilization.

The first of these meetings was focused on assessing and discussing a list of future missions developed by the Property Development Committee. Again, an online survey tool was used to assess priorities of future missions and development principles. We learned that maintaining a land development ethic informed by sustainable principles is a high priority for church members. These principles would include minimizing the impacts of development on existing soils, water sources, vegetation, and animals; optimizing the proportion of open space to built space suitable for the well-being of residents and rainwater runoff management; and promoting energy efficient construction, on-site renewable production, and on-site recycling collection and composting. The other foundational principle for planning affirmed was the idea of "faith mission" – the understanding that we cannot fully know the future needs of this congregation and thus need to provide opportunity for these unknown future missions. Mission development opportunities that ranked highest were preschool, daycare, columbarium/memorial garden, outdoor worship space and community garden.

The second of these meetings was a site planning exercise at which participants in small groups had the opportunity to look at a site plan with scaled future missions located on the "church campus". Pre-cut scaled development blocks could also be used to test alternative placements and arrangements of these, and small groups were encouraged to generate discussion around these design alternatives and share them with the larger group.

The final meetings of this phase were held on Sunday, October 10th and Wednesday, October 13th. At these meetings the design team presented a site plan for the church campus including high priority future mission development. Additionally, general givens and preliminary road layouts for the remainder

of the site were presented for context. **The church campus boundary proposed for planning purposes received full support from meeting participants.**

On **Sunday, November 14th, between services**, the congregation will hold a **congregational meeting** at which the proposed boundary will be presented, and a vote of the congregation will be requested to affirm the boundary for the purposes of allowing our planning partners to begin planning housing for the remainder of the property. Look for future announcements of this important vote.

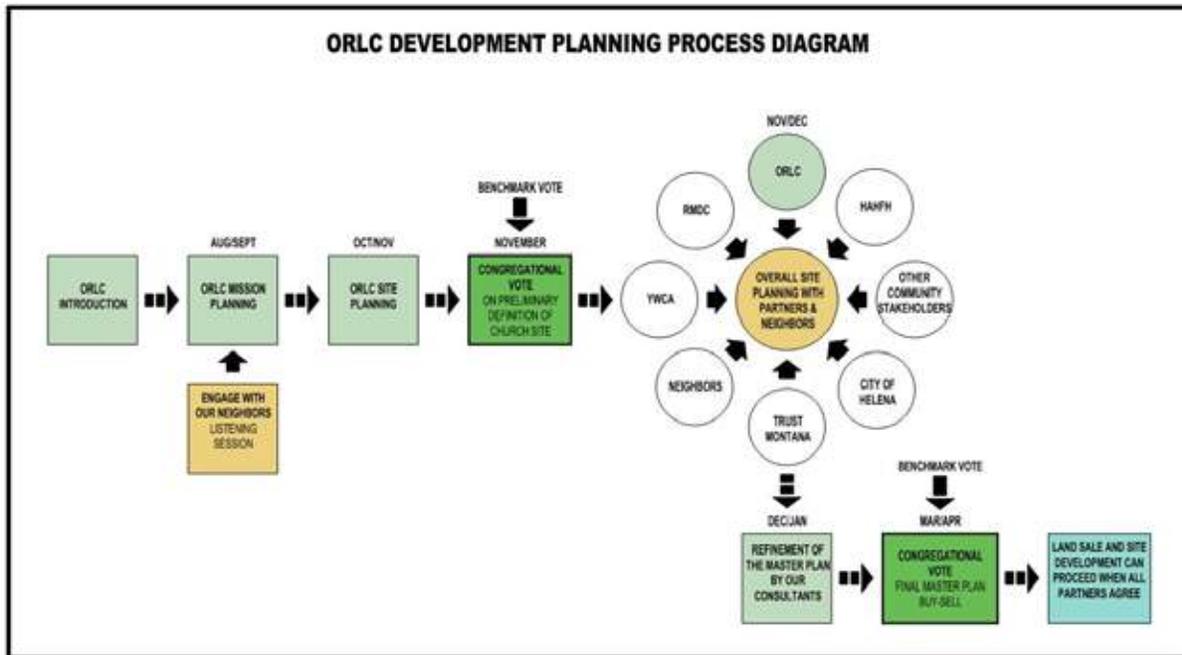
Please feel free to reach out to a member of the ORLC Development Team or our consultant team with any questions, comments, or concerns.

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Partner Article run in Church Newsletter – November 2021

Each month, the ORLC Development Planning Team will be offering an article from one of our development partners. It is our hope, that through this effort, we might come to better understand each of the non-profit partners who have joined us in this development planning process. This month's article is from Rocky Mountain Development Council.

Rocky Mountain Development Council, Inc. strives to improve quality of life and promote self-sufficiency for individuals and families.

Rocky is a Community Action Agency, formed in 1965 after President Lyndon Johnson declared a "war on poverty" in response to a national poverty rate of 19%. Several pieces of legislation were passed and this law is how Community Action Programs were born. As a community resource for individuals and families, Rocky is committed to improving quality of life, especially for low-income citizens, in Lewis & Clark, Broadwater, and Jefferson Counties. Currently, Rocky encompasses senior services, affordable housing, energy assistance, child care, Head Start and provides senior volunteer opportunities.

Over the past 20 years, Rocky has developed and managed almost 400 affordable apartments for seniors and families. Our vision with the ORLC project is to create affordable homes for low to moderate-income families in the Helena area. Our community is in the midst of a housing crisis and finding a safe home is more difficult than ever. Currently Rocky has 469 families on the waiting list for our newly constructed Red Alder Residences. Generally, we build side-by-side duplex, triplex, or 4-plex buildings with individual entrances and work hard to create a community feel. These projects come with a 46-year commitment to affordability. Rocky's mission is to keep our homes affordable for families perpetually.

Article published in Church Newsletter – December 2021**ORLC Development Planning Update from the design team.**

Our Redeemer's Lutheran Church, along with our partners; The City of Helena, Helena Area Habitat for Humanity, YWCA, Rocky Mountain Development Council, and Trust Montana were granted \$40,000 of planning money through the Community Development Block Grant (CDBG) Program. This, along with partner matching funds and City funds of \$28,000, are funding a development planning process for our land. This process will help determine partner and congregational goals, community and development goals, and the general feasibility of developing the property around the church. To lead ORLC and our partners through this process, the consultant team of Mosaic Architecture and SMA Architects, along with consultants Stahly Engineering and GL Development have been hired.

During September and October, the congregation was involved in the first phase of this planning effort – to discuss and assess future church mission goals. The goal of these discussions has been to establish a church campus boundary beyond which the congregation is comfortable allowing our housing partners to begin planning housing.

On Sunday, November 14th, between services, the congregation held a congregational meeting at which the proposed boundary was presented, and a vote of the congregation affirmed the boundary for the purposes of allowing our planning partners to begin planning housing for the remainder of the property.

This means that the planning team will begin scheduling planning meetings and charrettes with our non-profit and governmental partners. ORLC members will still be engaged in this process, so look for announcements of future planning sessions.

Please feel free to reach out to a member of the ORLC Development Team or our consultant team with any questions, comments, or concerns.

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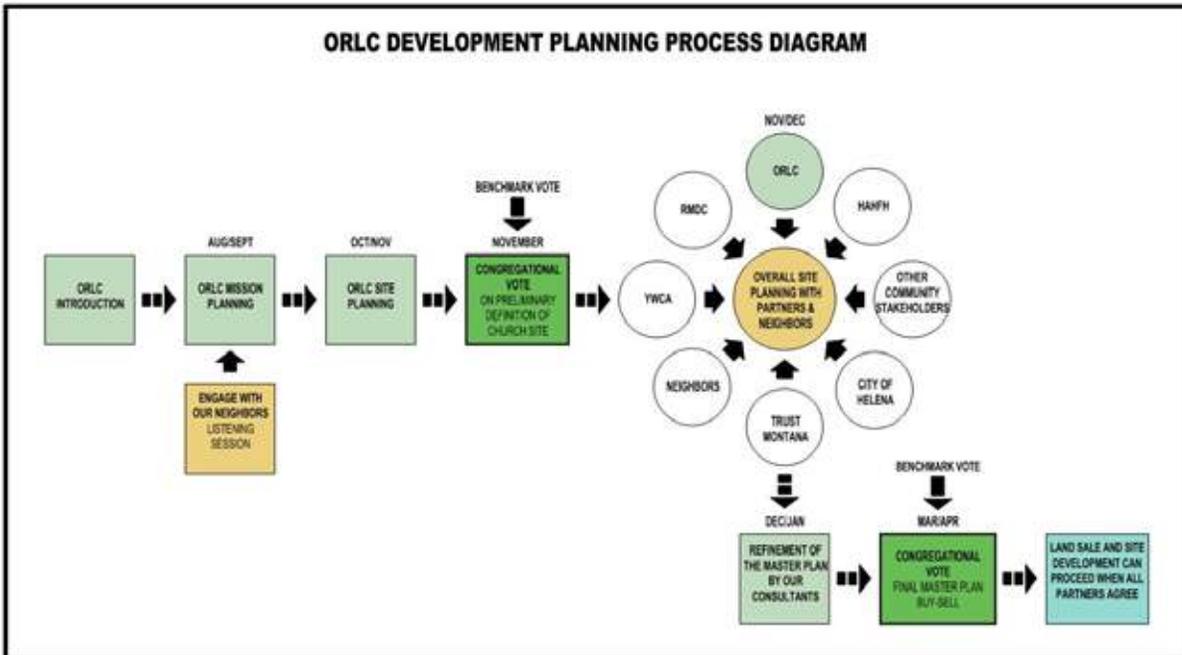
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Church Newsletter Articles - December 2021



Church Newsletter Articles - End of December 2021 Newsletter Article

Partner Article run in Church Newsletter – December 2021

Each month, the ORLC Development Planning Team will be offering an article from one of our development partners. It is our hope, that through this effort, we might come to better understand each of the partners who have joined us in this development planning process. The following article is from the City of Helena Housing Coordinator.

An increasing number of our fellow community members struggle to find adequate and affordable housing in today's extreme housing climate. The pandemic has exacerbated the issue by driving costs higher and forcing individuals and families to become cost-burdened by their housing bills. The City of Helena is committed to having an active role in the collaborative efforts to solve housing issues in our community. As part of that effort, the City has made some recent moves to positively impact housing availability for those who need it most.

One of the first actions taken by the City was to make several changes to their zoning requirements, including raising the maximum height of a structure, increasing the maximum coverage on a lot, and allowing for Accessory Dwelling Units (ADU's). Part of those changes also included a potential development fee waiver if the project will serve a population at or below sixty percent of the area median income. For a family of four, that would be approximately \$53,000 or less per month. These changes are meant to allow for infill development and a greater population density.

The City Commission created an Affordable Housing Trust Fund in November of 2020 that is geared towards lending gap funding to projects that provide housing to low-income people. Staff are working to create an application process and a set of policies around the use of the money. Currently, the Fund has 1.9 million dollars and is on track to accept the first round of project proposals in January of 2022. Projects could include new developments, rehabilitation of existing units, or the purchase of land for the immediate development of affordable housing.

Another program that the City is currently creating infrastructure for is the Community Development Block Grant (CDBG) for single-family housing rehabilitation. The goal of this program is to address the quality of our current housing stock and assist low to moderate income homeowners with repairs they would otherwise be unable to make. This will be a collaborative program in partnership with NeighborWorks MT, Helena Housing, and several developers in town.

As many in the ORLC congregation may already know, the City of Helena was awarded a grant to fund the planning of a future housing project on the grounds to the south of the Church. The project would include housing developed by Habitat for Humanity, the YWCA, and Rocky Mountain Development Council. Once completed, this space will be an example for other communities of what can be accomplished with a shared vision and consolidation of resources.

Church Newsletter Articles - December 2021

Finally, the City has also hired a full-time Housing Coordinator to manage the new housing related initiatives described above. This position will be instrumental in the ongoing efforts to strengthen community partnerships and expand housing options for those in need.

Article published in Church Newsletter – January 2022

ORLC Development Planning Update from the design team.

On Sunday, November 14th, between services, the congregation held a congregational meeting at which a proposed church boundary was presented, and a vote of the congregation affirmed the boundary for the purposes of allowing our planning partners to begin planning housing for the remainder of the property.

The planning team has held the first workshop with all partners represented to discuss project goals and strategies. Identified goals include:

- Create a neighborhood that connects to the larger community.
- Create living units that prioritize individual privacy and dignity.
- Prioritize sustainable development principles.
- Create a financially feasible development.
- Seek and encourage partner collaboration.

At this meeting, our housing partners provided updates on the current status of the housing crisis from their perspectives. The average home price in Helena just recently exceeded \$400,000. RMDC now has over 900 people on the waiting list for their Red Alder Residences property. Habitat for Humanity now has 250 families on their waiting list. The YWCA reported that homelessness has increased 150% in the last 18-month period. These statistics, along with current construction prices, have the team developing strategies for optimizing the housing density while still preserving the desired open-space, trails, and site amenities needed to support a great neighborhood environment. What we heard from our housing partners is that time is of the essence. While this project alone cannot solve the crisis, incremental solutions are needed soon.

The opportunities for ORLC to support this new neighborhood with community-use spaces, community gardens, preschool services, and future visions of offering daycare services and supporting our partners through community service ministries are great. This opportunity for our congregation to be more fully engaged in community service could be pivotal and life-changing in many ways. We ask for your continued prayers as this congregation discerns its role in the community.

Please feel free to reach out to a member of the ORLC Development Team or our consultant team with any questions, comments, or concerns.

Development Team

Jerry Hoover: jerry.r.hoover@gmail.com

Bonner Armstrong: bonnerarmstrong@gmail.com

Cody Salo: Salo3730@gmail.com

Craig Erickson: cerickson@greatwesteng.com

Herb Kulow: herbkulow@gmail.com

Jan Martin: jomvallymt@gmail.com

Nelson Bock: nbock6552@gmail.com

Consultant Team

Gretchen Krumm: gretchen@mosaicarch.com

Jeff Downhour: jeff@mosaicarch.com

Tim Meldrum: tim@architects-sma.com

Partner Article run in Church Newsletter – January 2022

Each month, the ORLC Development Planning Team will be offering an article from one of our development partners. It is our hope, that through this effort, we might come to better understand each of the non-profit partners who have joined us in this development planning process. This article is from Helena Area Habitat for Humanity.

Helena Area Habitat for Humanity is an affordable housing organization dedicated to building quality, safe, and affordable housing as well as performing critical repairs on existing homes. We seek to put God's love into action by bringing people together to build homes, communities, and hope. To date the organization has completed 54 homes in the Helena area, while performing over 50 critical repairs for existing homeowners. To meet the growing demand for workforce housing in Helena, Habitat has committed to growing capacity to build at least 30 homes each year by 2030, while providing critical home repairs to an additional 75 homes each year. Although our main operations focus on the Helena area, we also are currently collaborating with the Red Lodge Area Community Foundation in a pilot rural housing program in Red Lodge, MT and have plans to expand this program to other rural communities throughout the state. In addition to our construction operations, Helena Habitat also has a ReStore which sells second-chance home improvement and construction items to the community at extremely affordable prices. The ReStore serves as a community staple in being a sustainable alternative solution for disposal of gently used or surplus products. The revenue generated from the ReStore serves as a funding source for our homeownership and repair programs.

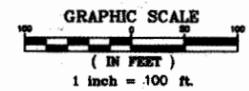
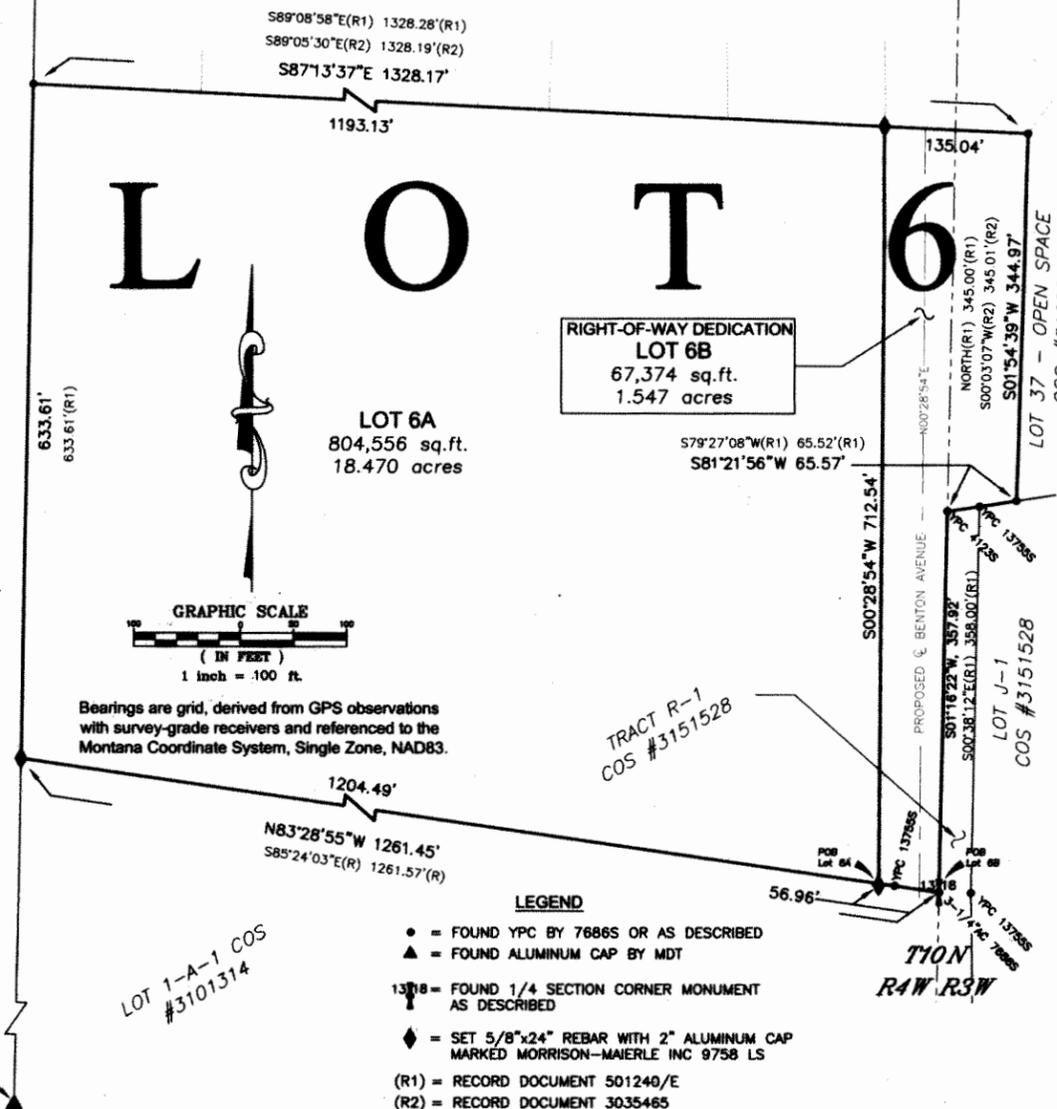
Helena Habitat is incredibly excited to partner with ORLC, YWCA, RMDC and Trust Montana on the development project on the church grounds. Habitat believes in effective partnerships to create beautiful neighborhoods for working families. Land is hard to find inside the city limits. The ORLC project provides the opportunity to build many homes with mixed uses to serve a variety of needs in an area in proximity to city services, food, and jobs. Habitat is excited about the vision of the church to be stewards of their land to build a vibrant community to meet the needs of the Helena community.

Site Information - Certificate of Survey

CERTIFICATE OF SURVEY

RIGHT-OF-WAY TRACT LOCATED IN THE NORTHEAST 1/4 OF SECTION 13, T.10N., R.4W. AND THE NORTHWEST 1/4 OF SECTION 18, T.10N., R3W, P.M.M., LEWIS AND CLARK COUNTY, MONTANA

STONE MEADOWS SUBDIVISION PHASE I
COS #3160896



Bearings are grid, derived from GPS observations with survey-grade receivers and referenced to the Montana Coordinate System, Single Zone, NAD83.

- LEGEND**
- = FOUND YPC BY 7686S OR AS DESCRIBED
 - ▲ = FOUND ALUMINUM CAP BY MDT
 - 13 1/8" = FOUND 1/4 SECTION CORNER MONUMENT AS DESCRIBED
 - ◆ = SET 5/8"x24" REBAR WITH 2" ALUMINUM CAP MARKED MORRISON-MAIERLE INC 9758 LS
 - (R1) = RECORD DOCUMENT 501240/E
 - (R2) = RECORD DOCUMENT 303546S

CERTIFICATE OF EXAMINING LAND SURVEYOR

I, DENNIS E. LAY, acting as an Examining Land Surveyor for Lewis and Clark County, Montana, do hereby certify that I have examined this Certificate of Survey for errors and omissions in calculations or drafting and find that the survey data shown thereon meet the conditions set forth pursuant to 76-3-611(2)(a) MCA.

Dennis E. Lay 5-26-10
Examining Land Surveyor Date
Registration No. 9962-LS

CERTIFICATE OF COUNTY TREASURER

I hereby certify pursuant to 76-3-611(1)(b), MCA, that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.

Geocode: 188713104200000
Pauletta DeNort / So 7/12/10
Lewis and Clark County Treasurer Date

CERTIFICATE OF FILING

(Place label here)
Lewis and Clark County, Montana

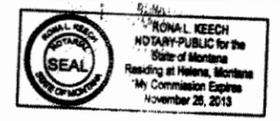
LANDOWNER CERTIFICATE OF EXEMPTION AND DEDICATION

I hereby certify that the purpose of this survey is to create a parcel of land for right-of-way to be transferred to the City of Helena for roadway use. Therefore, this division of land is exempt from review as a subdivision pursuant to section 76-3-201(h), MCA.

I further certify that Lot 6B is exempt from DEQ review pursuant to 76-4-125(2)(a), MCA, since it is a parcel created for right-of-way.

I also certify that Lot 6B as shown on this Certificate of Survey as being dedicated to the use of public, is hereby dedicated, granted and donated to the City of Helena for such use.

Clayton Schenk
Clayton Schenk, President
Our Redeemer's Lutheran Church
State of Montana
County of Lewis & Clark



On this 26 day of May, 2010 before me, a notary public for the State of Montana, personally appeared the above named persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

Rona L. Keech Rona L. Keech
Notary public for the State of Montana Printed name of notary
residing at Helena, Montana My commission expires Nov. 26, 2013.

LEGAL DESCRIPTION OF LOT 6A

That portion of Lot 6 of Certificate of Survey No. 501240/E located in the northeast 1/4 of Section 13, Township 10 North, Range 4 West, and the northwest 1/4 of Section 18, Township 10 North, Range 3 West, P.M.M., Lewis and Clark County, Montana, being more particularly described as follows, with all bearings contained herein referenced to the Montana Coordinate System NAD83:

Commencing at the east one-quarter corner of said Section 13, being a 3-1/4" aluminum cap by 7686S, thence N83°28'55"W 56.96 feet to the POINT OF BEGINNING; thence N83°28'55"W 1204.49 feet to the east right-of-way line for Green Meadow Drive; thence N00°59'28"E along said east right-of-way line 633.61 feet; thence S87°13'37"E 1193.13 feet; thence S00°28'54"W 712.54 feet to the POINT OF BEGINNING, containing 18.470 acres more or less, and subject to any easements of record or apparent on the ground.

LEGAL DESCRIPTION OF LOT 6B

That portion of Lot 6 of Certificate of Survey No. 501240/E located in the northeast 1/4 of Section 13, Township 10 North, Range 4 West, and the northwest 1/4 of Section 18, Township 10 North, Range 3 West, P.M.M., Lewis and Clark County, Montana, being more particularly described as follows, with all bearings contained herein referenced to the Montana Coordinate System NAD83:

Commencing at the east one-quarter corner of said Section 13, being a 3-1/4" aluminum cap by 7686S, said point being the POINT OF BEGINNING; thence N83°28'55"W 56.96 feet; thence N00°28'54"E 712.54 feet; thence S87°13'37"E 135.04 feet; thence S01°54'39"W 344.97 feet; thence S81°21'58"W 65.57 feet; thence S01°16'22"W 357.92 feet to the POINT OF BEGINNING, containing 1.547 acres more or less, and subject to any easements of record or apparent on the ground.

CERTIFICATE OF APPROVAL

The City Commission of Helena, Montana, hereby certifies that it has examined this Certificate of Survey, and has found to the same to conform to law.

The City Commission hereby accepts the dedication, grant and donation to the City of Helena of any and all lands shown on this Certificate of Survey as being dedicated to the public for public use.

The City Commission of Helena, Lewis and Clark County, hereby approves this Certificate of Survey this 8 day of September, 2008.

James E. Smith 6-8-10
Mayor, City of Helena Date

Debbie Howms 6-8-10
City Clerk, City of Helena Date

Ron Stahl 5-27-10
City Engineer, City of Helena Date

Greg Merrill-Jung 5-27-10
Community Development, City of Helena Date



CERTIFICATE OF SURVEYOR

I, Gunnar B. Getchell, a registered Professional Land Surveyor, do hereby certify that this survey was performed under my supervision during the months of May, 2007 - May, 2010, in accordance with the provisions of the Montana Subdivision and Platting Act (76-3-101 through 76-3-825, MCA) and the regulations adopted under that Act.

Gunnar B. Getchell 5/26/2010
Gunnar B. Getchell, P.L.S. Date
Montana Registration No. 9758 LS
Helena, Montana



 MORRISON MAIERLE, INC. <small>An Employee-Owned Company</small>	1 Engineering Plaza Helena, MT 59602 Phone: (406) 442-3000 Fax: (406) 442-7882	1/4 SEC. NE 13 NW 18	SECTION 13 18	TOWNSHIP 10N 10N	RANGE 4W 3W
	PRINCIPAL MERIDIAN, MONTANA LEWIS & CLARK COUNTY, MONTANA				
FIELD WORK: <u>JAL/RGB</u> DRAWN BY: <u>JJR</u> CHECKED BY: <u>GBG</u>	DATE: <u>05/19/2010</u> SCALE: <u>190</u> PROJ. #: <u>4332001</u>	PLOTTED DATE: <u>May/25/2010</u> PLOTTED BY: <u>jeff roe</u> CLIENT: <u>80 STONE MEADOWS LLC</u> SHEET <u>1</u> OF <u>1</u>			
DRAWING NAME: <u>R:\4332001\CAD\Survey\COS-R-W IN LOT 6.dwg</u>					

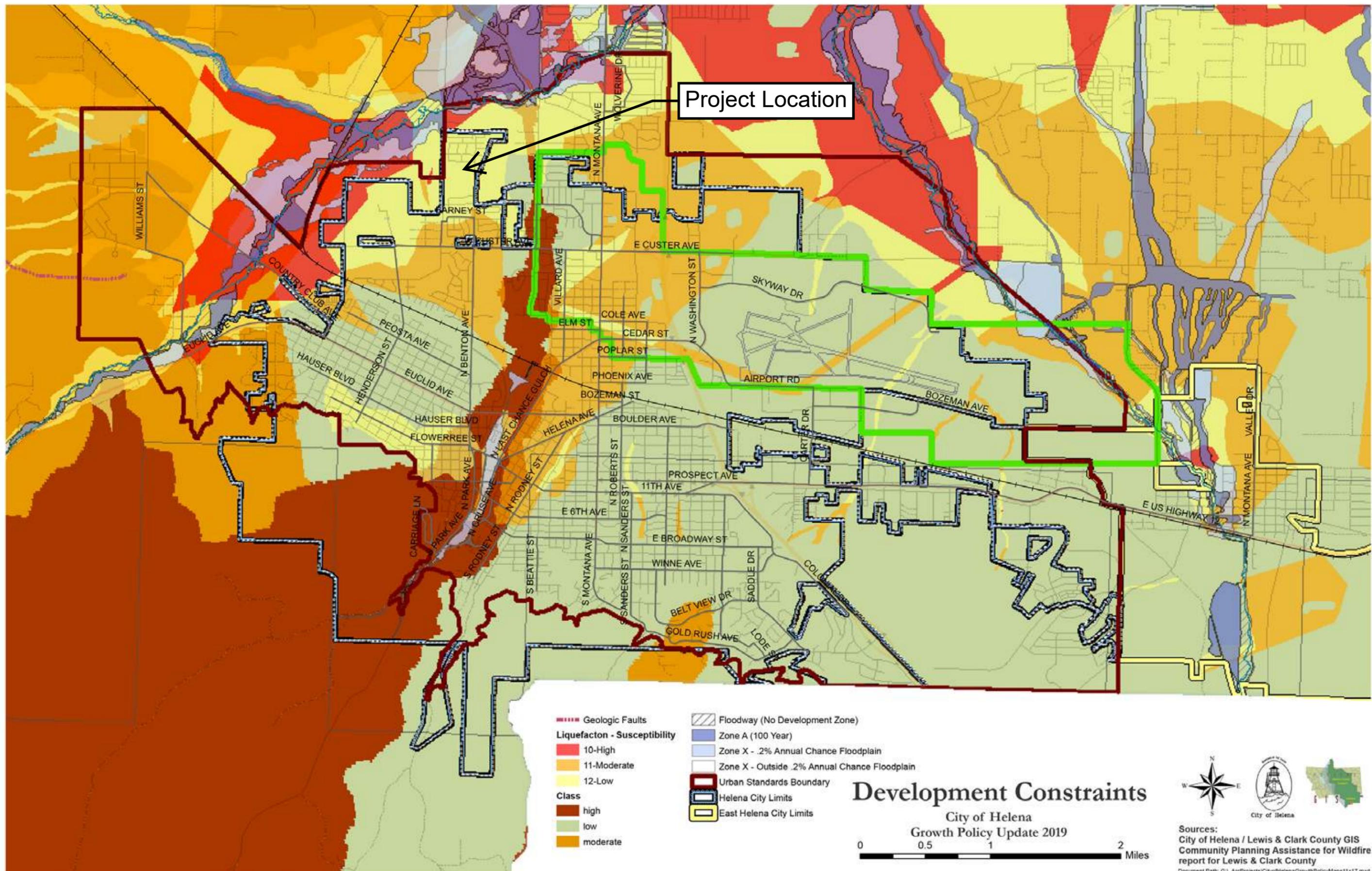


Figure 7.05 – Development Constraints map (Image: City of Helena)

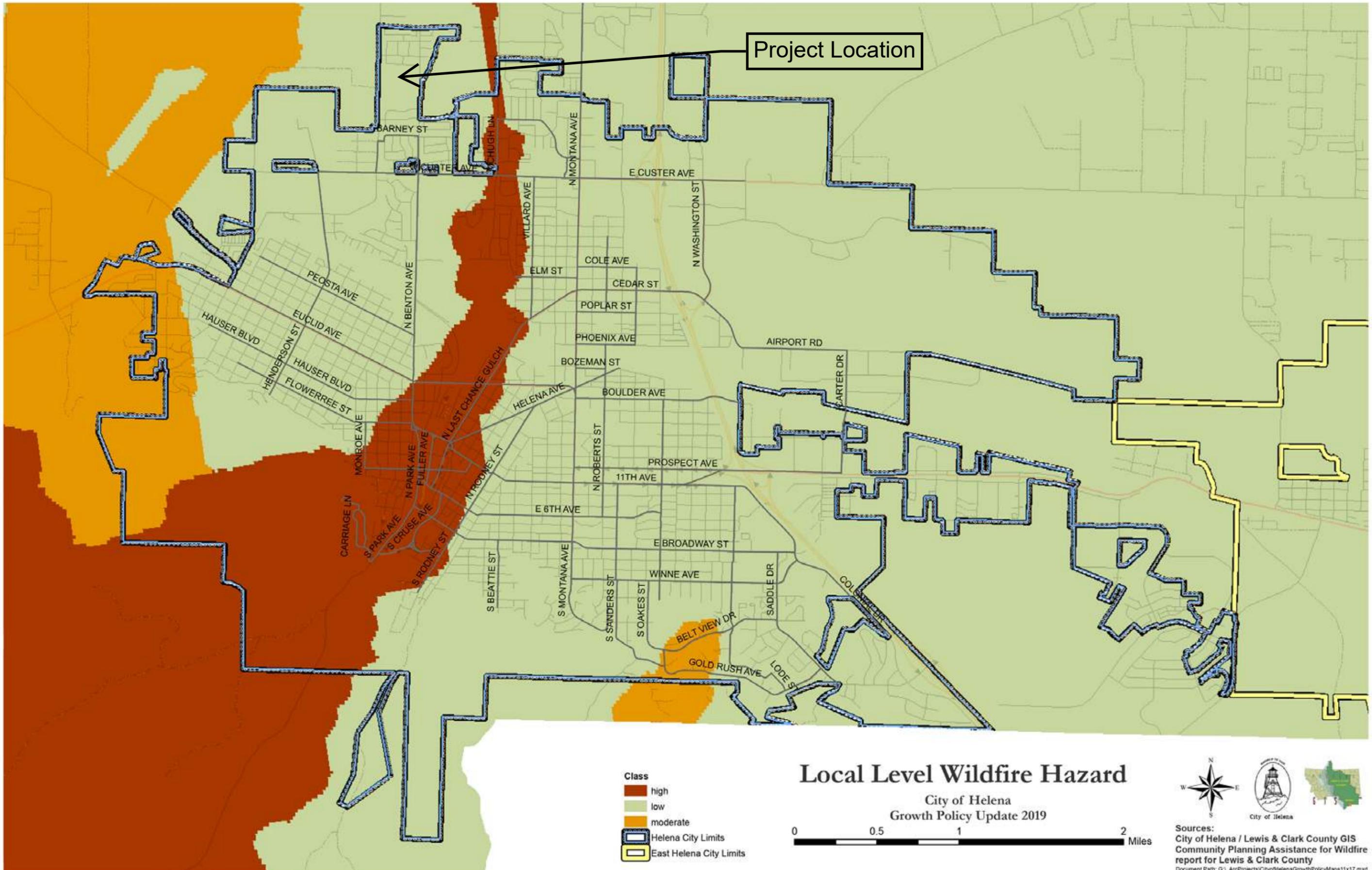


Figure 7.06 – Local Level Wildfire Hazard map (Image: City of Helena)

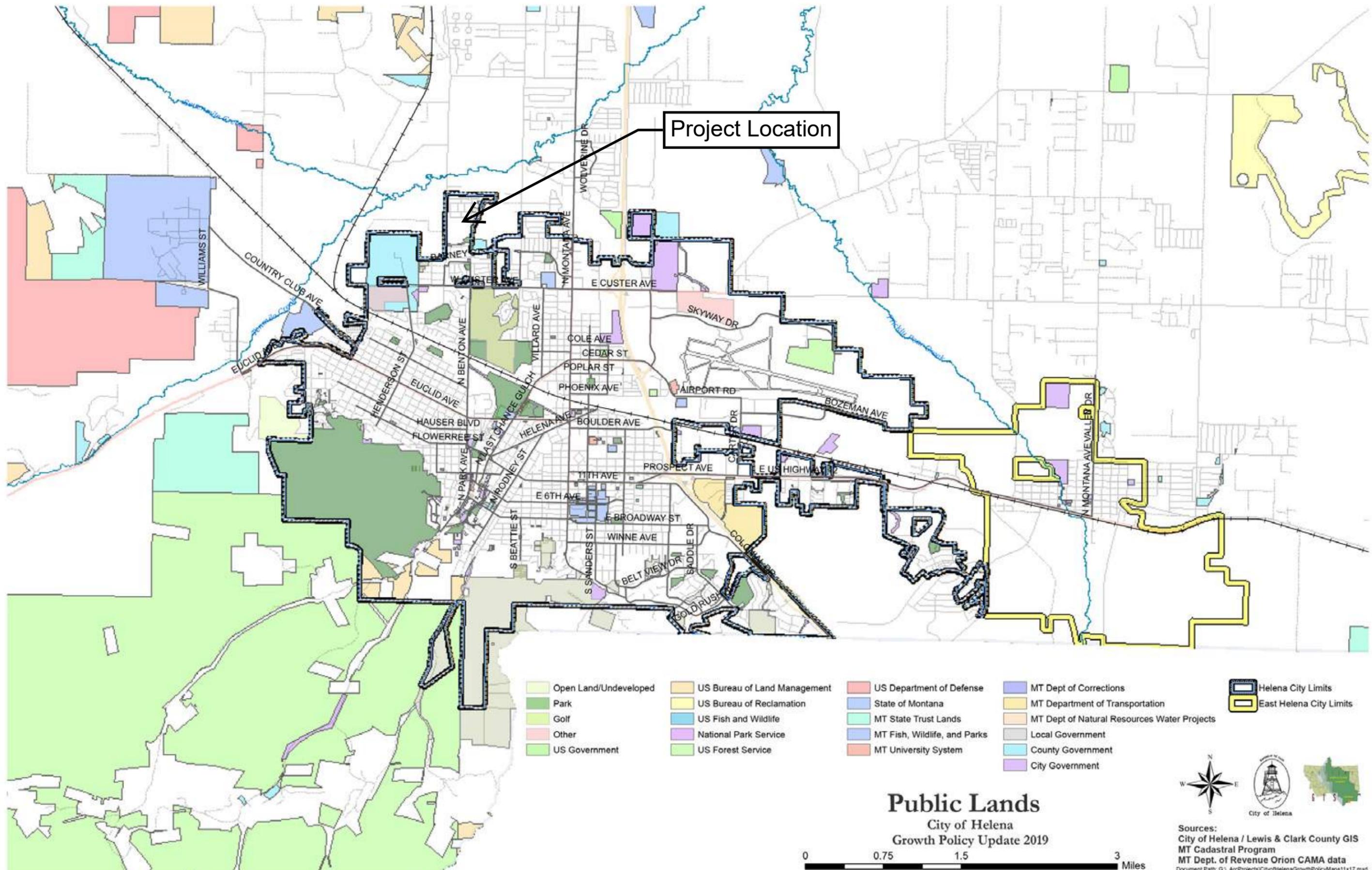


Figure 7.07 – Public Lands map (Image: City of Helena)

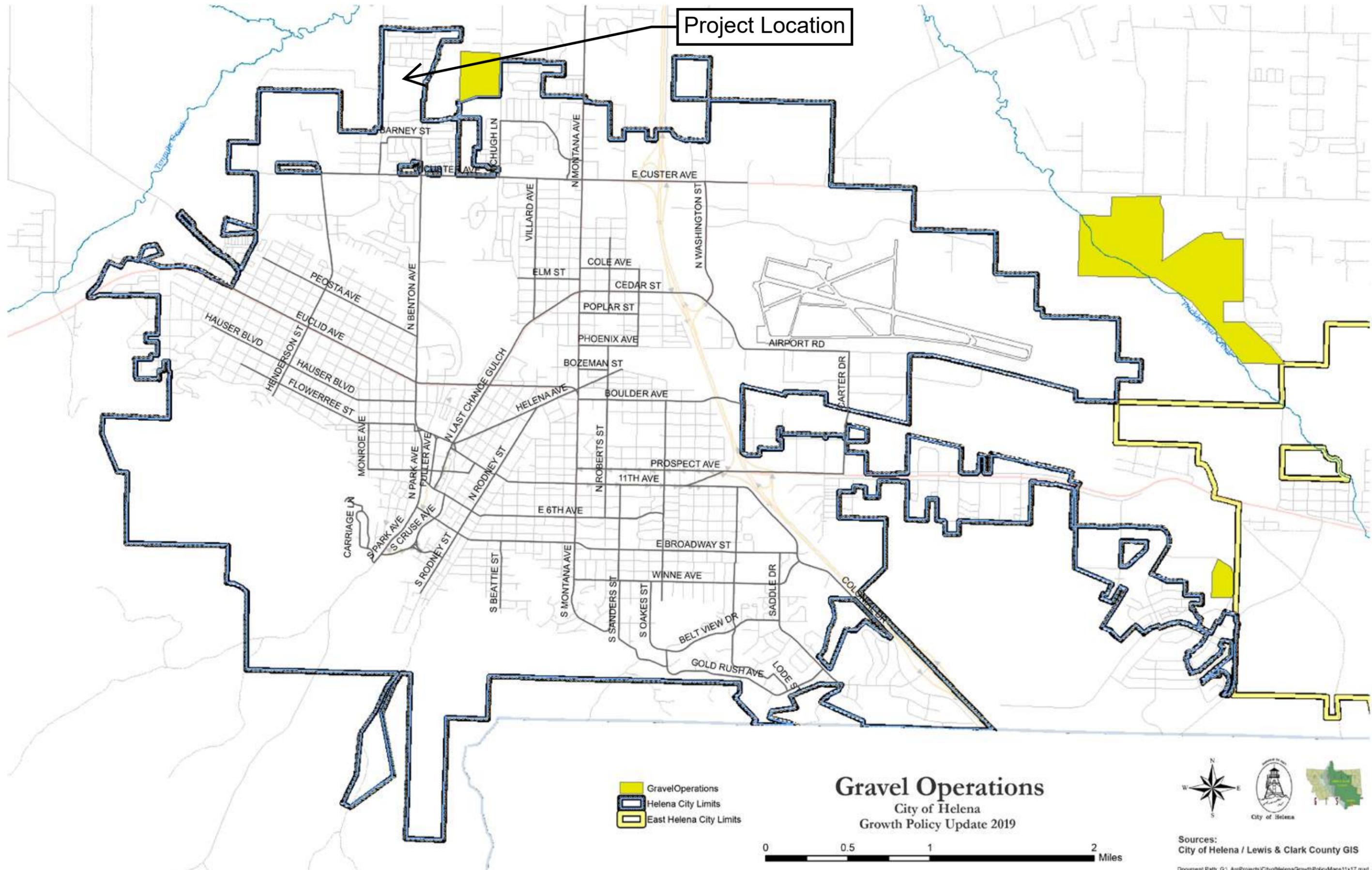


Figure 7.08 – Gravel Operations map (Image: City of Helena)

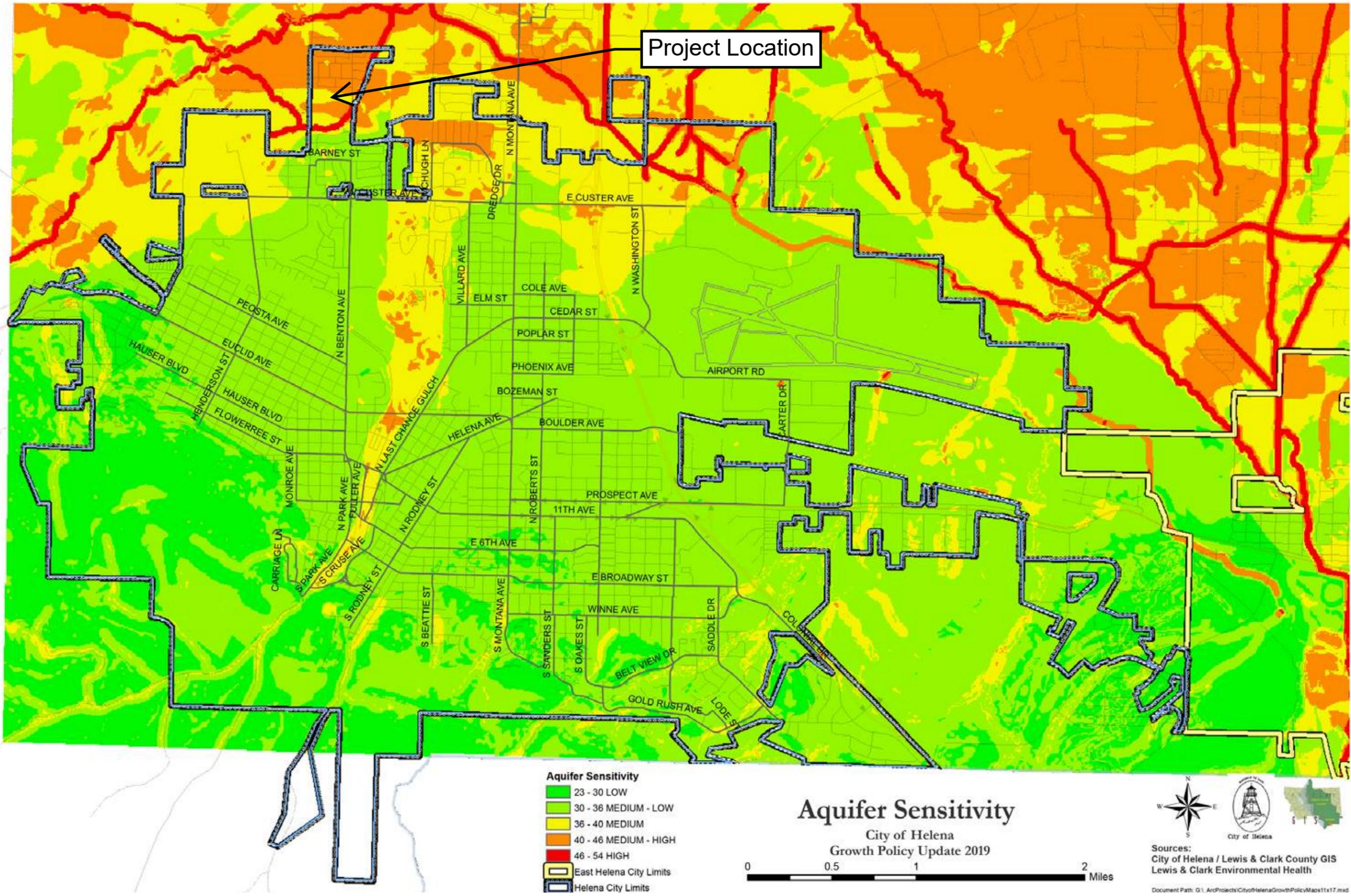


Figure 7.09 – Aquifer Sensitivity map (Image: City of Helena)

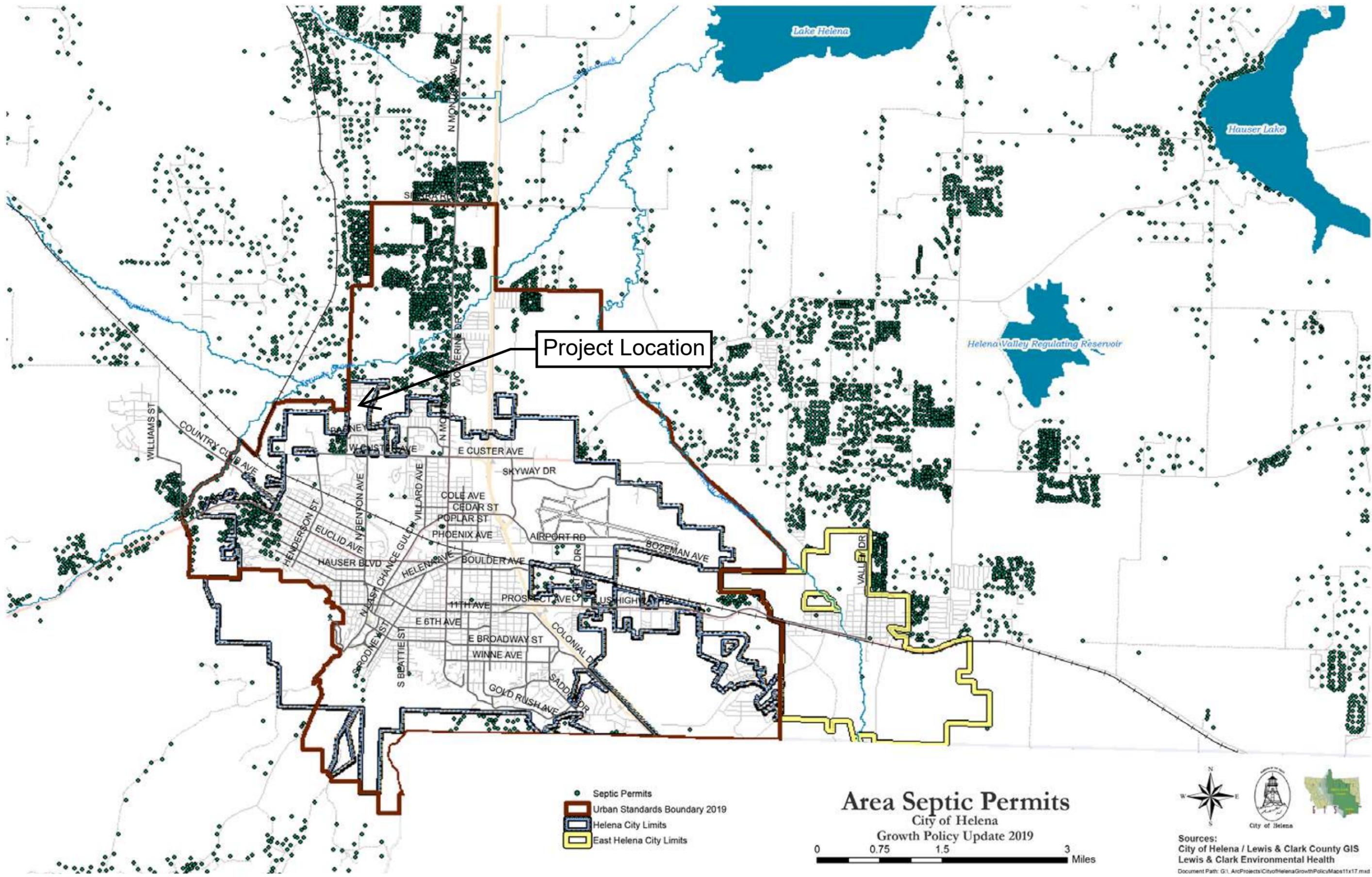


Figure 7.10 – Area Septic Permits map (Image: City of Helena)

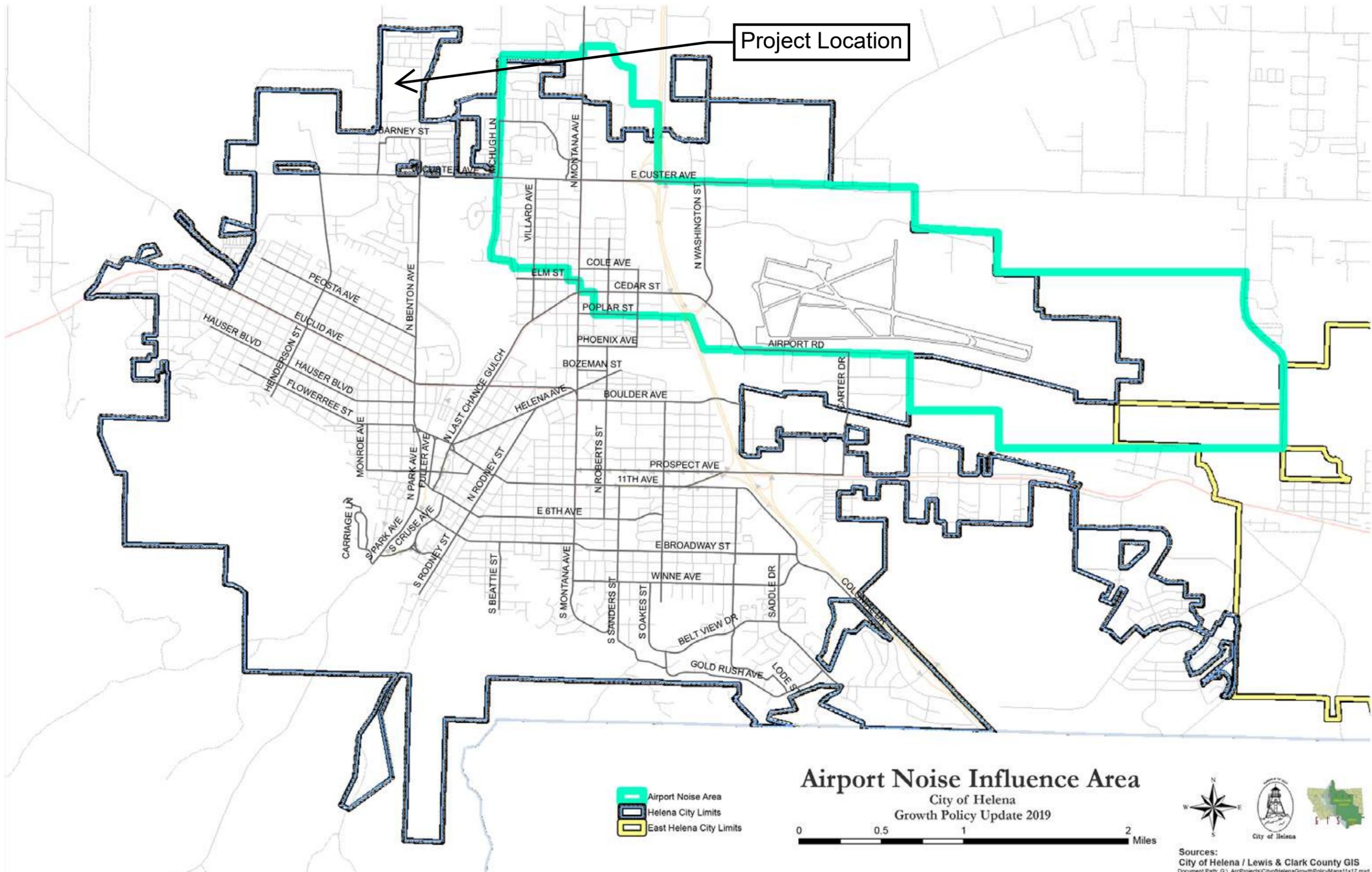


Figure 7.11 – Airport Noise Influence Area map (Image: City of Helena)

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or Floodways have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) Report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS Report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only to landward of 0.0 North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study Report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the Floodways were computed at cross sections and interpolated between cross sections. The Floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study Report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study Report for information on flood control structures for this jurisdiction.

The projection used in the preparation of this map was Montana State Plane Zone (FIPS zone 2500). The horizontal datum was NAD 83 (GRS 1985 spheroid). Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov>, or contact the National Geodetic Survey at the following address:

NGS Information Services
NCAA, NING12
National Geodetic Survey
SDMC-3, #2002
1215 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for bench marks shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov>.

Base map information shown on this FIRM was derived from NAIP Orthophotography produced with a one meter ground resolution from photography dated 2005.

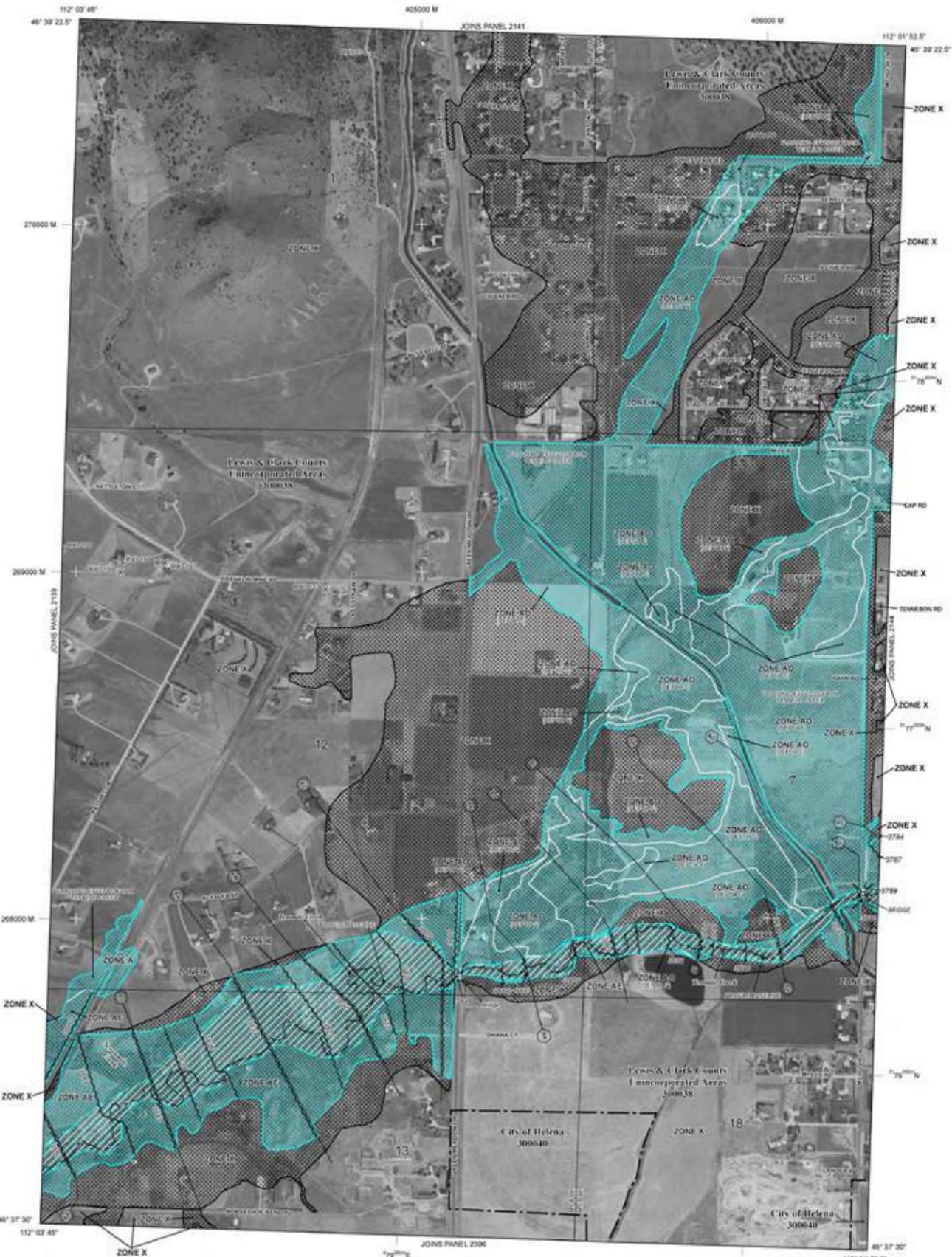
This map reflects more detailed and up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables for multiple streams in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or dis-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed Map Index for an overview map of the county showing the layout of map panels, community map repository addresses, and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

For information on available products associated with this FIRM visit the Map Service Center (MSC) website at <http://www.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the MSC website.

If you have questions about this map, how to order products, or the National Flood Insurance Program in general, please call the FEMA Map Information eXchange (FMIX) at 1-877-FEMA-MAP (1-877-368-6227) or visit the FEMA website at <http://www.fema.gov>.



LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD
The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zone A, AE, AH, AO, AH, A99, V, and VE. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood.

- ZONE A** No Base Flood Elevations determined.
- ZONE AE** Base Flood Elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (locally areas of ponding); Base Flood Elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (locally sheet flow on sloping terrain); average depths determined; for areas of adverse fan flooding, widths also determined.
- ZONE AR** Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently determined. Zone AR indicates that the former flood control system is being retained to provide protection from the 1% annual chance or greater flood.
- ZONE AV** Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE
The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachments so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS
ZONE B Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 1% annual chance flood.

OTHER AREAS
ZONE X Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS
OTHERWISE PROTECTED AREAS (OPAs)
OPAs and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- 1% Annual Chance Floodplain Boundary
- 0.2% Annual Chance Floodplain Boundary
- Floodway Boundary
- Zone D Boundary
- OPAs and OPAs Boundary
- Boundary dividing Special Flood Hazard Area Zones and Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities.
- Base Flood Elevation line and value: elevation in feet (e.g., 487)
- Base Flood Elevation value where uniform within zone: elevation in feet

*Referenced to the North American Vertical Datum of 1988

- Cross section line
- Trenched line
- 48° 02' 00", 97° 02' 12" Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) western hemisphere
- 488000 M 100-meter State Plane Montana State Plane Zone (FIPS Zone 2500), Lambert Conformal Conic projection
- 500-meter Universal Transverse Mercator projection zone 12
- Bench mark data extracted in relation to Users section of this FIRM (3840)
- Base Map
- MAP REPOSITORIES Refer to Map Repository list on Map Index
- EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP September 19, 2012
- EFFECTIVE DATES OF REVISIONS TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction. To determine if flood insurance is available in the community, contact your insurance agent or visit the National Flood Insurance Program at www.fema.gov.



Lewis & Clark County Vertical Datum Offset Table

Flooding Source	Vertical Datum Offset (ft)	Flooding Source	Vertical Datum Offset (ft)
Blackfoot River	3.7	Oakleaf Gulch	3.3
East Overflow of Priddy Pear Creek	3.4	Priddy Pear Creek	3.4
EA Creek	3.3	Silver Creek	3.2
Grady Gulch	3.8	South End of Priddy Pear Creek	3.4
Last Chance Gulch	3.4	Tan Mile Creek	3.4
North Overflow of Priddy Pear Creek	3.4		

Example: To convert Blackfoot River elevations to NAVD 88, 3.7 feet were added to the MVD 28 elevations.

NFIP PANEL 2143E
FIRM
FLOOD INSURANCE RATE MAP
LEWIS AND CLARK COUNTY, MONTANA AND INCORPORATED AREAS

PANEL 2143 OF 2450
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	SUMMER	FALL	WINTER
HELENA, CITY OF	2143	2143	2143
LEWIS & CLARK COUNTY, INCORPORATED AREAS	2143	2143	2143

Notice to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
30049C2143E
EFFECTIVE DATE
SEPTEMBER 19, 2012
Federal Emergency Management Agency

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage systems of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or Floodways have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Conditions before contained within the Flood Insurance Study (FIS) Report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accuracy of flood elevation data presented in the FIS Report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only to landward of 3.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Conditions table in the Flood Insurance Study Report for this jurisdiction. Elevations shown in the Summary of Stillwater Conditions table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the Floodways were computed at cross sections and interpolated between cross sections. The Floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway width and other pertinent floodway data are provided in the Flood Insurance Study Report for this jurisdiction.

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NGS Information Services
NOAA, NVD012
National Geodetic Survey
9050C 3, #0302
1315 East-West Highway
Silver Spring, Maryland 20910-0302
(301) 713-3242

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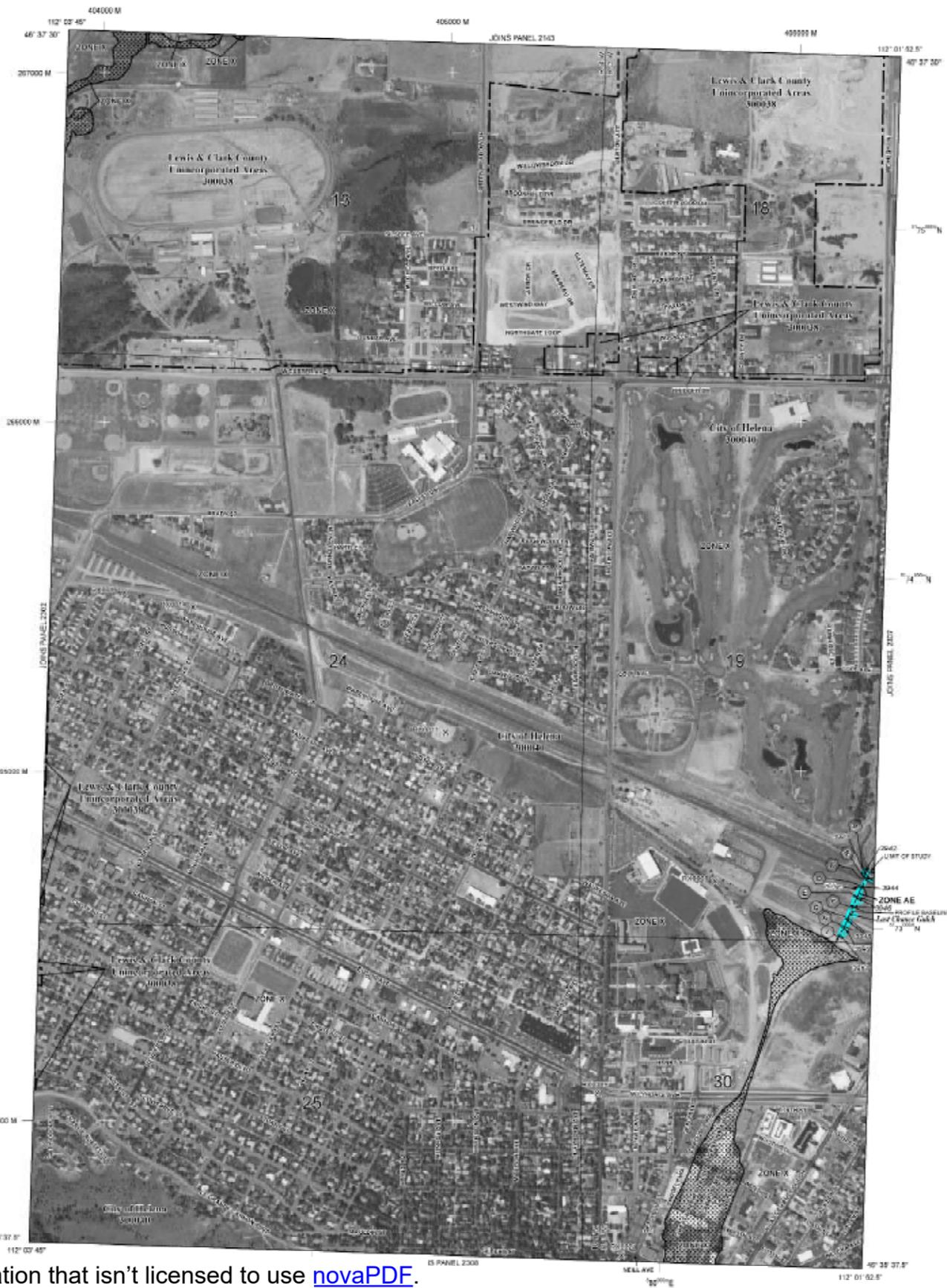
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Lewis & Clark County Vertical Datum Offset Table

Flooding Source	Vertical Datum Offset (ft)	Flooding Source	Vertical Datum Offset (ft)
Beaumont River	2.7	Orofino Gulch	2.4
East Tributaries of Pringle River Gulch	2.4	Pringle River Gulch	2.4
Ch Creek	2.2	Steep Creek	2.2



LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD
The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zone A, AE, AH, AO, AV, AH1, AH2, AH3, AH4, AH5, AH6, AH7, AH8, AH9, AH10, AH11, AH12, AH13, AH14, AH15, AH16, AH17, AH18, AH19, AH20, AH21, AH22, AH23, AH24, AH25, AH26, AH27, AH28, AH29, AH30. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood.

ZONE A No Base Flood Elevation determined.

ZONE AE Base Flood Elevation determined.

ZONE AH Flood depths of 1 to 3 feet (usually areas of ponds); Base Flood Elevation determined.

ZONE AO Flood depths of 1 to 3 feet (usually areas of open water); storage depths determined. For areas of shallow flooding, velocities also determined.

ZONE AV Coastal Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently removed. Some are located in the former flood control system's vicinity relative to annual protection from the 1% annual chance or greater flood. They are protected from 2% annual chance flood by a Federal Flood protection system under construction; no Base Flood Elevation determined.

ZONE V Coastal Flood areas with velocity hazard (where added); no Base Flood Elevation determined.

ZONE VE Coastal Flood areas with velocity hazard (where added); Base Flood Elevation determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachments so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 0% annual chance flood with average slopes of less than 1 foot per 100 feet; areas with slopes of 1 foot per 100 feet and areas with slopes of less than 1 foot per 100 feet.

OTHER AREAS

ZONE B Areas determined to be subject to the 0.2% annual chance floodplain.

ZONE D Areas in which flood heights are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

OPAs and CBRS are normally located within or adjacent to Special Flood Hazard Areas.

1% Annual Chance Protection Boundary

0.2% Annual Chance Flood Boundary

Floodway Boundary

Zone B Boundary

CBRS and OPA Boundary

Boundary defining Special Flood Hazard Areas and Community Flooding Special Flood Hazard Areas of different Base Flood Elevations, Flood depths, or Flood velocities.

Base Flood Elevation line and other elevation in feet

Base Flood Elevation value where uniform within zone; elevation in feet

Referenced to the North American Vertical Datum of 1988

Open section line

Traverse line

46° 37' 30", 112° 02' 45"

Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Water Infrastructure

USGS water table; Montana State Plane Zone

UTM Zone 2500; Lambert Conformal Conic projection

1983 meter (locally); International foot values, zone 11

North arrow (see explanation in National Users section of this FIRM report)

State Mile

MAP REPRODUCTION
Refer to Map Reproduction tab on Map Index

PREPARED BY DATE OF COMPLETION:
FLOOD INSURANCE RATE MAP
September 19, 2012

EFFECTIVE DATES OF REVISIONS TO THIS PANEL:

For copies of this map, please contact the National Flood Insurance Program at www.fema.gov.

To determine if flood insurance is available in the community, contact your insurance agent or visit the National Flood Insurance Program at www.fema.gov.

MAP SCALE 1" = 500'

0 100 200 FEET
0 100 200 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 2306E

FIRM
FLOOD INSURANCE RATE MAP
LEWIS AND CLARK COUNTY, MONTANA AND INCORPORATED AREAS

PANEL 2306 OF 2450
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

COMMUNITY	NUMBER	PANEL	DATE
HELENA CITY OF	30000	2306	9/19/12
LEWIS & CLARK COUNTY	30000	2306	9/19/12
UNINCORPORATED AREAS			

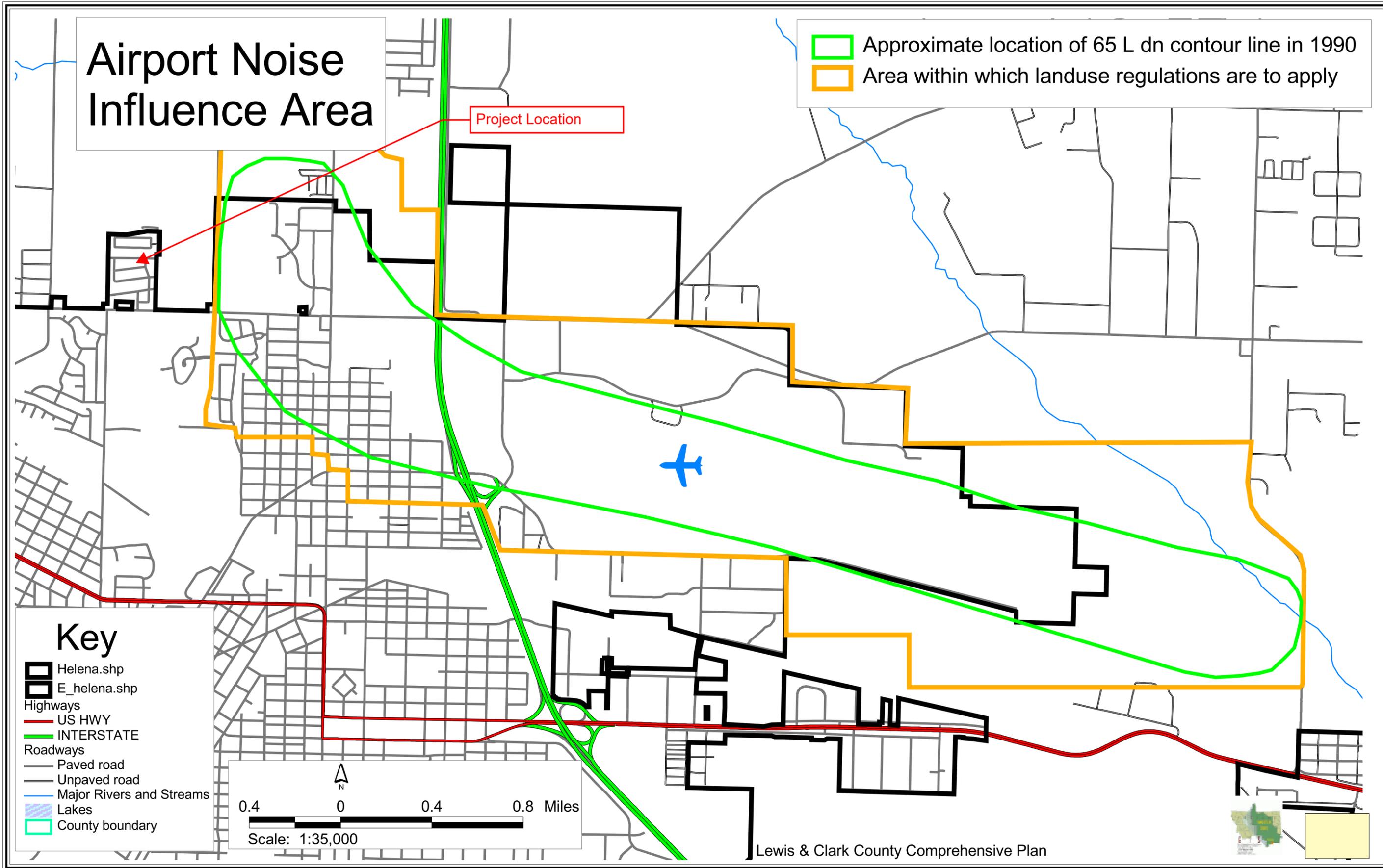
Notes to User: The Map Number shown below should be used when placing map orders. The Community Number, shown above, should be used on insurance applications for the subject community.

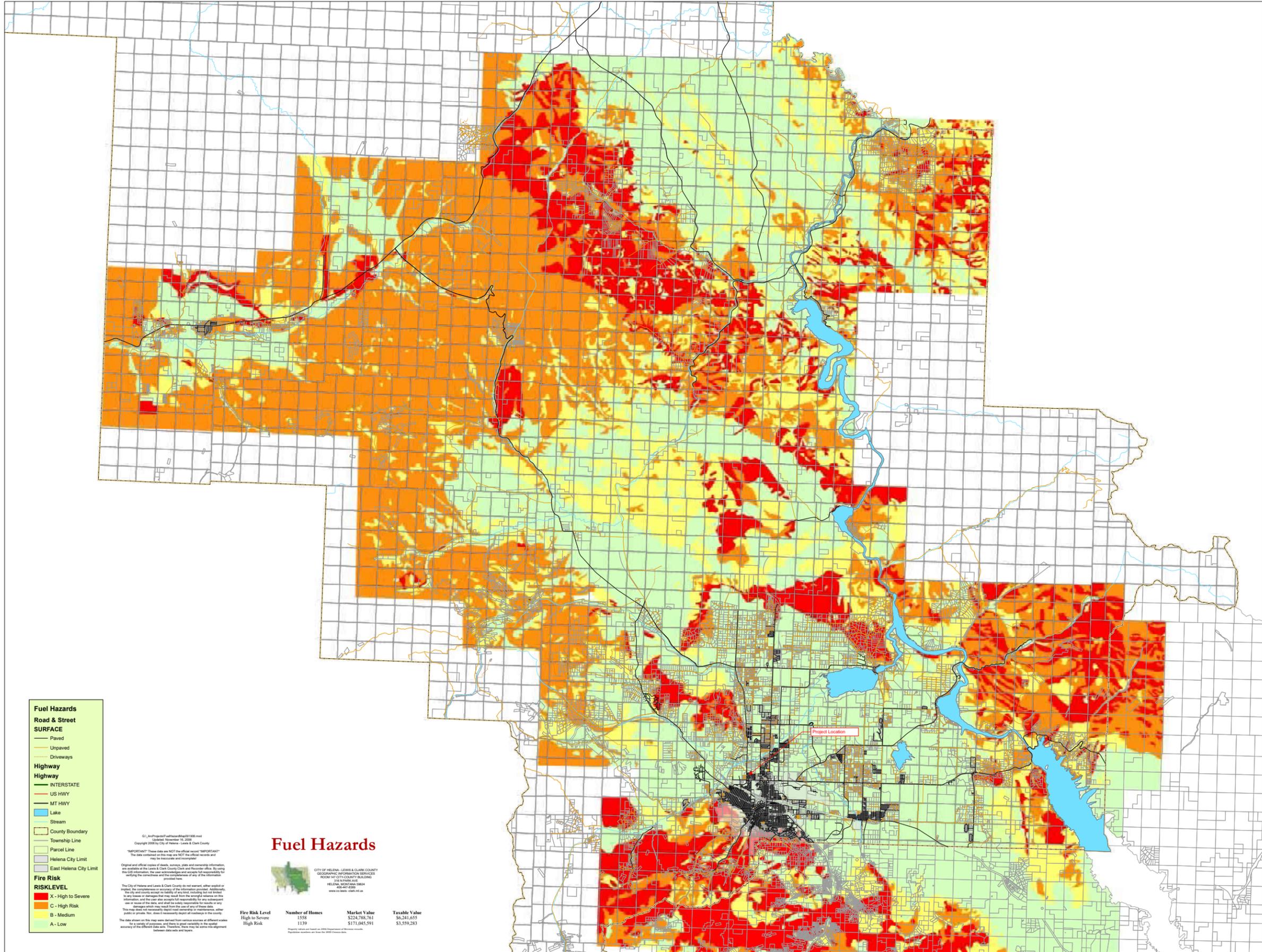
MAP NUMBER
30049C2306E

EFFECTIVE DATE
SEPTEMBER 19, 2012

Federal Emergency Management Agency

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Fuel Hazards

Road & Street SURFACE

- Paved
- Unpaved
- Driveways

Highway

- INTERSTATE
- US HWY
- MT HWY

Water

- Lake
- Stream

Boundaries

- County Boundary
- Township Line
- Parcel Line
- Helena City Limit
- East Helena City Limit

Fire Risk RISKLEVEL

- X - High to Severe
- C - High Risk
- B - Medium
- A - Low

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 GeoInformation November 18, 2009
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 "IMPORTANT" These data are NOT the official record "IMPORTANT"
 The data contained on this map are NOT the official records and
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 are available at the Lewis & Clark County Clerk and Recorder Office. To view
 the City and County records in digital or printed format, please contact the
 information, and the user also accepts full responsibility for any subsequent
 use or reuse of the data, and shall be held responsible for liability in any
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 This map does not necessarily represent a representation, either
 public or private. Nor, does it necessarily depict all roadways in the county.
 The data shown on this map were derived from various sources of different scales
 for a variety of purposes, and there is great variability in the spatial
 accuracy of the different data sets. Therefore, there may be some misalignment
 between data sets and layers.

Fuel Hazards

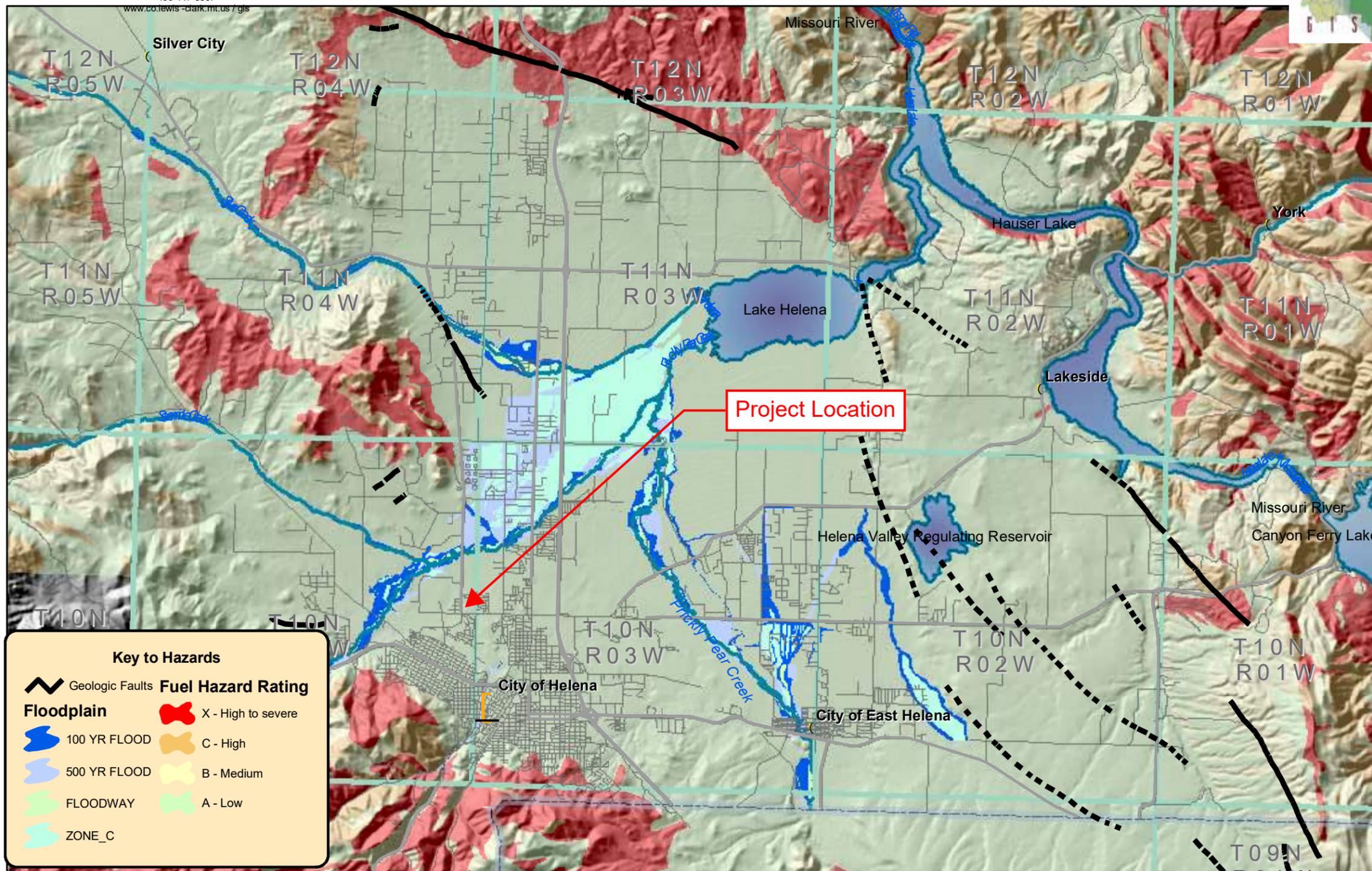


CITY OF HELENA - LEWIS & CLARK COUNTY
 GEOGRAPHIC INFORMATION SERVICES
 ROOM 101 CITY COUNTY BUILDING
 218 N PARK AVE
 HELENA, MONTANA 59604
 406.443.2000
 www.co.lc.mt.us

Fire Risk Level	Number of Homes	Market Value	Taxable Value
High to Severe	1558	\$224,788,751	\$6,241,655
High Risk	1139	\$171,045,591	\$3,559,283

CITY OF HELENA - LEWIS & CLARK COUNTY
GEOGRAPHIC INFORMATION SERVICES
ROOM 147 CITY-COUNTY BUILDING
316 N PARK AVE
HELENA, MONTANA 59624
406-447-8367
www.co.lewis-clark.mt.us/gis

Hazards of the Helena Valley Area 2004



Map Document: (G:_ArcProjects\Hazards of the Helena Valley Area 8x11.mxd)
2/24/2004 - 10:25:48 AM

Key to Hazards

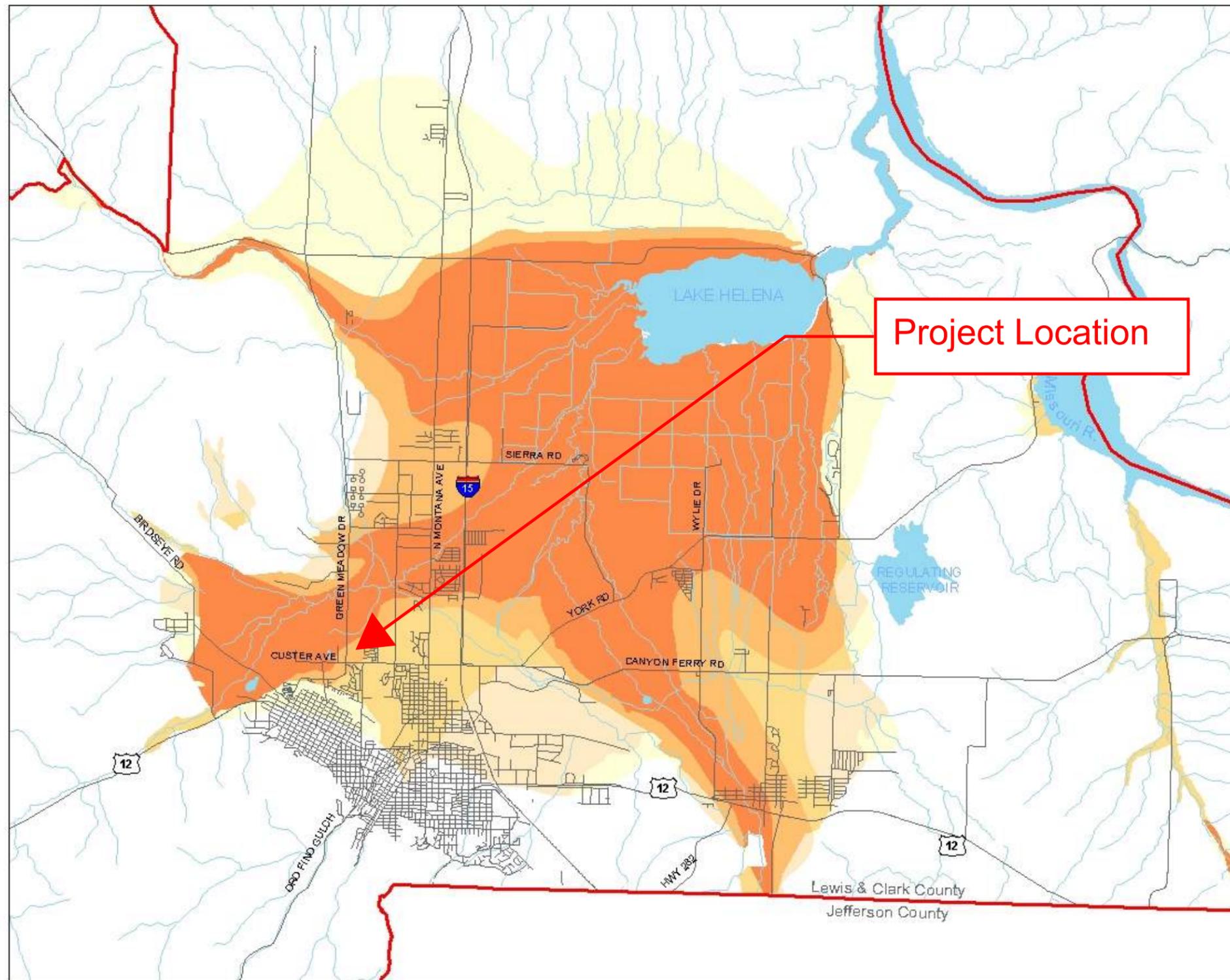
Geologic Faults	Fuel Hazard Rating
Floodplain	X - High to severe
100 YR FLOOD	C - High
500 YR FLOOD	B - Medium
FLOODWAY	A - Low
ZONE_C	

IMPORTANT These data are NOT the official record ***IMPORTANT***
The data contained on this map are NOT the official records and may be inaccurate and incomplete!

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GROUND FAILURE Liquefaction Susceptibility

HAZUS

Helena Area HAZUS Analysis Project
Lewis & Clark County, Montana

Map No. ____

Liquefaction susceptibility is derived from soil types and depth to groundwater. Five soil type classes are defined by the National Earthquake Hazard Reduction Program (NEHRP) and are based on soil potential to amplify ground shaking during an earthquake.

LEGEND

Susceptibility Level

- None
- Very Low
- Low
- Moderate
- High
- Very High
- Study Boundary

DATA SOURCE

L&C County GIS Center:
Road, Study Boundary,
Water, Shaded Relief
FEMA:
Liquefaction Susceptibility

DISCLAIMER

Results shown here are provided without warranty of being complete or correct. Data components used for analysis were compiled by the Helena Area HAZUS Analysis Project for evaluation purposes only.

6/7/02, VJ



Scale: 1 inch equals 2 miles





September 17, 2021

Wetlands

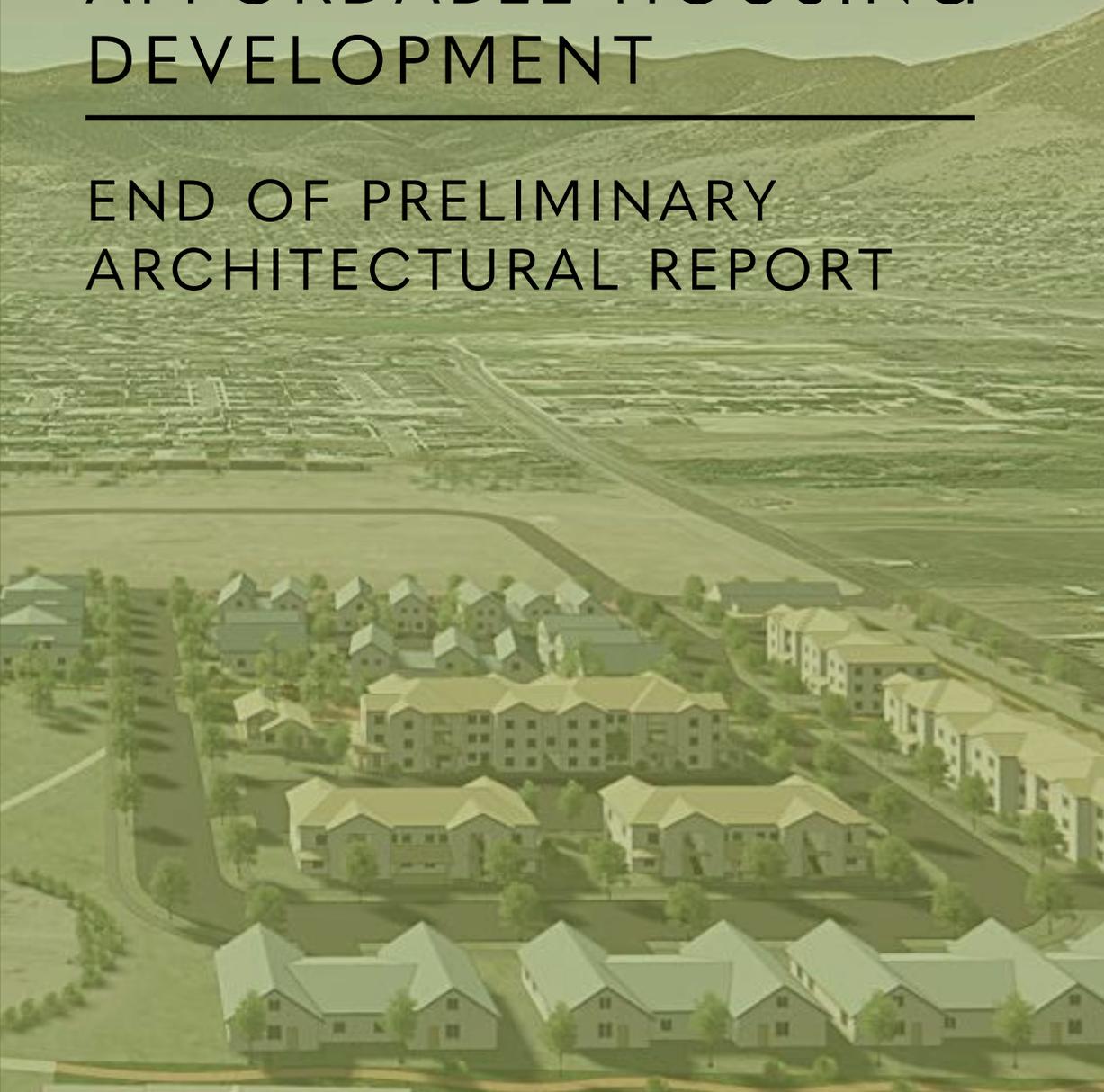
- | | | |
|--------------------------------|-----------------------------------|----------|
| Estuarine and Marine Deepwater | Freshwater Emergent Wetland | Lake |
| Estuarine and Marine Wetland | Freshwater Forested/Shrub Wetland | Other |
| | Freshwater Pond | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

OUR REDEEMER'S LUTHERAN CHURCH AND CITY OF HELENA AFFORDABLE HOUSING DEVELOPMENT

END OF PRELIMINARY ARCHITECTURAL REPORT



...IN THE SPIRIT OF

PARTNERSHIP

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