

STAFF REPORT

1329 N Benton Zone Change

Zone Change from R-2 to PLI

Case# ZONC2406-0001

Kyle Holland
Planner II

Community Development Department
316 North Park Avenue, Room 403
Helena, Montana 59623





City of
Helena

Table of Contents

Section 1 - Project Overview 2

Section 2 - Staff Recommendation 2

Section 3 - General Information 3

Section 4 - Public Process 4

Section 5 -Evaluation..... 5

Section 6 - Staff Recommendation 8

Appendix A -Maps..... 9

Appendix B - Comments..... 12



Section 1 - Project Overview

The applicant, Carroll College, is requesting a Zone Change to PLI (Public Lands and Institutions) for the property located at 1329 N Benton Avenue, legally described as:

The North 9 feet of the East 70 feet of Lot 15 in Block 1 of the Capital Hill Addition to the City of Helena, Lewis and Clark County, Montana,

AND

The East 70 Feet of the South 10 feet of Lot 13 and the East 70 Feet of Lot 14 in Block 1 of the Capital Hill Addition to the City of Helena, Lewis and Clark County, Montana,

AND

The East 10 feet of the West 50 feet of the South 10 feet of Lot 13 and the East 10 of the West 50 feet of Lot 14 in Block 1 of the Capital Hill Addition to the City of Helena, Lewis and Clark County, Montana,

AND

Lot 16 and the West 50 feet of the North 9 feet and the South 41 feet of Lot 15 in Block 1 of the Capital Hill Addition to the City of Helena, Lewis and Clark County, Montana,

And

Lot 1A of Block 1 of the Capital Hill Addition to the City of Helena, Lewis and Clark County, Montana as described in C.O.S. 3300772.

The subject property is located in a R-2 (Residential) zoning district. The subject property has PLI zoning to the north, east, and south, with R-3 Residential and B-2 commercial zoning also in the vicinity.

Section 2 - Staff Recommendation

Move to recommend **Approval** of an ordinance amending City of Helena ordinance no. 3097 and the official zoning map for the City of Helena that changes the zoning district from R-2 (Residential) to Public Lands and Institutions (PLI) for the property legally described as:

The North 9 feet of the East 70 feet of Lot 15 in Block 1 of the Capital Hill Addition to the City of Helena, Lewis and Clark County, Montana,

AND

The East 70 Feet of the South 10 feet of Lot 13 and the East 70 Feet of Lot 14 in Block 1 of the Capital Hill Addition to the City of Helena, Lewis and Clark County, Montana,

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And

Lot 1A of Block 1 of the Capital Hill Addition to the City of Helena, Lewis and Clark County, Montana as described in C.O.S. 3300772.

Section 3 - General Information

Initial Application Date: June 26, 2024

Public Hearing Dates: Zoning Commission – August 13, 2024
City Commission – September 23, 2024 – First Passage
City Commission – October 21, 2024 – Final Passage

Applicant: Lori Peterson
Carroll College
1601 N Benton Ave
Helena, MT 59601

Authorized Representative: Brett Charles
SMA Architecture +Design
920 Front Street, Suite 101
Helena, MT 59601

Property Owner: Carroll College
1601 N Benton Ave
Helena, MT 59601

Legal Description: The North 9 feet of the East 70 feet of Lot 15 in Block 1 of the Capital Hill Addition to the City of Helena, Lewis and Clark County, Montana, AND
The East 70 Feet of the South 10 feet of Lot 13 and the East 70 Feet of Lot 14 in Block 1 of the Capital Hill Addition to the City of Helena, Lewis and Clark County, Montana, AND
The East 10 feet of the West 50 feet of the South 10 feet of Lot 13 and the East 10 of the West 50 feet of Lot 14 in Block 1 of the Capital Hill Addition to the City of Helena, Lewis and Clark County, Montana, AND
Lot 16 and the West 50 feet of the North 9 feet and the South 41 feet of Lot 15 in Block 1 of the Capital Hill Addition to the City of Helena, Lewis and Clark County, Montana, And
Lot 1A of Block 1 of the Capital Hill Addition to the City of Helena, Lewis and Clark County, Montana as described in C.O.S. 3300772.

General location: The property is generally located on the northeast side of the intersection of North Benton, Euclid Avenue and West Lyndale Avenue, and is addressed as 1329 North Benton.

Present Land Use: Vacant

Adjacent Land Uses: North: PLI - Instructional Facility (Carroll College)

South: R-3 - Residential

R-3 - Healthcare Office (Ahlers Family Dentistry)

East: PLI - Instructional Facility (Carroll College)

West: R-3 - Residential

B-2 - Restaurant (Hardee's)

B-2 - Lundy Center

Tract/Property Size: Approximately 2.72 acres

2019 Growth Policy

Land Use Designation(s): **Mixed Use**– Places where people can work, live, and play and learn. These areas include a variety of complementary and integrated uses such as, but not limited to, all forms of residential; office; light industrial/manufacturing; retail; entertainment or public uses. Development is usually in a denser comprehensive pattern to achieve a unified, functional, efficient, and aesthetically appealing physical setting, and provides opportunities for connectivity, public transportation, and walkability. Mixed-use areas do not use the traditional segregation of uses.

Section 4 - Public Process

- A. Zone Change applications are filed with the Community Development Department, and any required fees must be paid upon submission of an application. The application will then be reviewed by City staff per City Code Section 11-1-10.
- B. The Zoning Commission shall hold a public hearing and make a recommendation to the City Commission, per City Code Section 11-1-10.
- D. The City Commission shall pass an ordinance approving the zoning change, which is effective thirty (30) days after the passage of the ordinance. (Ord. 3097, 4-7-2008)

This review process as defined by Helena City Code allows for public comment, staff review, and vetting through city departments and appointed and elected boards or committees prior to approval. As part of this process, the Community Development Department sends the application materials to applicable departments for their review and comment. This leads to a full evaluation of potential impacts and helps determine how the proposed conditional use relates to the review criteria.

Public Comment

An integral part of the review process is the conducting of public hearings and the solicitation of public comment. As of July 29, 2024, there have been no comments received regarding the proposed rezoning. Any comments received during and after the hearing conducted by the Zoning Commission will be attached to this report and presented to the City Commission for their review and final decision.

Section 5 –Evaluation

The property at 1329 N Benton currently presently vacant and zoned as R-2 Residential. The applicant and property owner are requesting a zone change to PLI to conform with the rest of the Carroll College campus. The applicant states that zone change to unify the zoning with the rest of the campus will help to maximize the potential of the Carroll College campus for future development and operational needs.

The previous structures on the site were demolished in 2023. The new sign was constructed in 2023 and was granted variances to allow it to be built to the PLI dimensional standards, rather than the R-2 standards.

Montana Code Annotated includes certain criteria that must be reviewed as part of a zoning amendment:

76-2-304. Criteria and guidelines for zoning regulations.

1. Zoning regulations must be:
 - a. made in accordance with a growth policy; and
 - b. designed to:
 - i. secure safety from fire and other dangers;
 - ii. promote public health, public safety, and the general welfare; and
 - iii. facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.
2. In the adoption of zoning regulations, the municipal governing body shall consider:
 - a. reasonable provision of adequate light and air;
 - b. the effect on motorized and nonmotorized transportation systems;
 - c. promotion of compatible urban growth;
 - d. the character of the district and its peculiar suitability for particular uses; and
 - e. conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area.

EVALUATION

1. **Zoning regulations must be:**

a. **Made in accordance with a growth policy;**

The 2019 City of Helena Growth Policy designates this property as “Mixed Use”, defined as “places where people can work, live, and play and learn”, and state that “[d]evelopment is usually in a denser comprehensive pattern to achieve a unified, functional, efficient, and aesthetically physical setting.”

The parcels at 1329 North Benton are currently vacant and with the requested zoning change will be developed as part of the greater Carroll College campus masterplan.

- [G.01] Promote and sustain Helena’s economic vitality, supporting existing businesses and attracting a diverse range of economic sectors that provide employment opportunities.

- [G.10] Plan for and establish types and quantities of land uses in Helena supporting community needs, neighborhood centers, aesthetics and the City's long-term sustainability.
- [O.76] Support land use patterns that:
 - Promote compatible, well-designed development;
 - Foster the long-term fiscal health of the community;
 - Maintain and enhance resident quality of life;
 - Implement related master plans and/or facility plans.
- [O.77] Apply or revise zoning designations with careful consideration of factors including:
 - Future land use mapping;
 - Compatibility with surrounding land uses;
 - Infrastructure and service plans;
 - Development of vacant and under-utilized buildings;
 - Existing and future traffic patterns;
 - Goals and objectives of the growth policy.
- [O.80] Promote development of varied and compatible types of mixed-use neighborhood centers in Helena, serving to enhance neighborhood identity, address community need, and support more compact land use patterns.
- [O.86] Promote the redevelopment of vacant or under-utilized properties with a mix of uses, supporting local and citywide objectives.

b. Designed to:

i. Secure safety from fire and other dangers;

The subject property is within the City of Helena Urban Standards Boundary and is currently served by all City of Helena emergency services. The proposed zone change will not impact the levels of emergency services available in the surrounding area.

ii. Promote public health, public safety, and the general welfare;

The proposed zone change will bring the subject property's zoning in alignment with the surrounding Carroll College campus and will allow for more and allow for more unified designs and uses that are compatible with the existing campus activities. As such, the proposed zone change will not create unique impacts to health, safety, or welfare within the vicinity.

iii. Facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.

The property is currently fully developed and is served by City of Helena streets, utilities, and public services. The proposed zone change and any future uses will not have a significant impact on these services.

2. In the adoption of zoning regulations, the municipal governing body shall consider:

a. Reasonable provision of adequate light and air;

The existing structures have been removed and the parcels to be rezoned are presently vacant. Due to this there are no current zoning conditions to evaluate. All future construction will require approval from the City of Helena Community Development Department for compliance with current zoning requirements.

b. The effect on motorized and nonmotorized transportation systems;

A traffic analysis was conducted by E5 Engineering, PLLC, which determined that the increased amount of traffic would not exceed the 200 trips per day to require a traffic impact study. Their analysis was based on the 11th edition of the Trip Generation Manual by the Institute of Transportation Engineers, and determined the following:

- Average weekday vehicular trips may be based on the number of students.
- Carroll College provides a current enrollment of 1,210 students on a campus totaling approximately 63 acres, equating to a students per acre ratio of 19.21.
- Using this ratio, the zone change area of 2.715 acres could potentially generate 20 students.
- LUC 550: University/College includes a range of 1010 to 3.31 weekday vehicle trip generation rates per student with an average rate of 1.56.
- Using the maximum value from the range of weekday trip generation rates per student of 3.31, 66 average weekday vehicle trips are estimated to be generated with the proposed zone change.
- This is less than the requirement in the City of Helena's Zone Change Application for completion of a traffic impact study.

c. Promotion of compatible urban growth;

The expansion of the PLI zoning aligns with the current uses in the vicinity and with the growth policy. This change in use is compatible and consistent with its location along one of Helena's core commercial corridors.

d. The character of the district and its peculiar suitability for particular uses; and

The character of the district is currently defined by the commercial development along Euclid and Lyndale Avenues, and the Carroll College campus. The proposed zone change will not alter the character of the surrounding area.

e. Conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area.

The proposed zone change to PLI will create consistency with adjacent properties. The

existing area serves as a nexus of residential, commercial, and educational uses currently and the proposed zoning is not expected to create new detrimental impacts to the surrounding properties.

Section 6 - Staff Recommendation

The approval of this zone change is consistent with the goals and objectives of the 2019 Growth Policy and is consistent with all of the Montana zoning criteria.

Staff Recommendation:

Move to recommend **Approval** of an ordinance amending City of Helena ordinance no. 3097 and the official zoning map for the City of Helena that changes the zoning district from R-2 (Residential) to Public Lands and Institutions (PLI) for the property legally described as:

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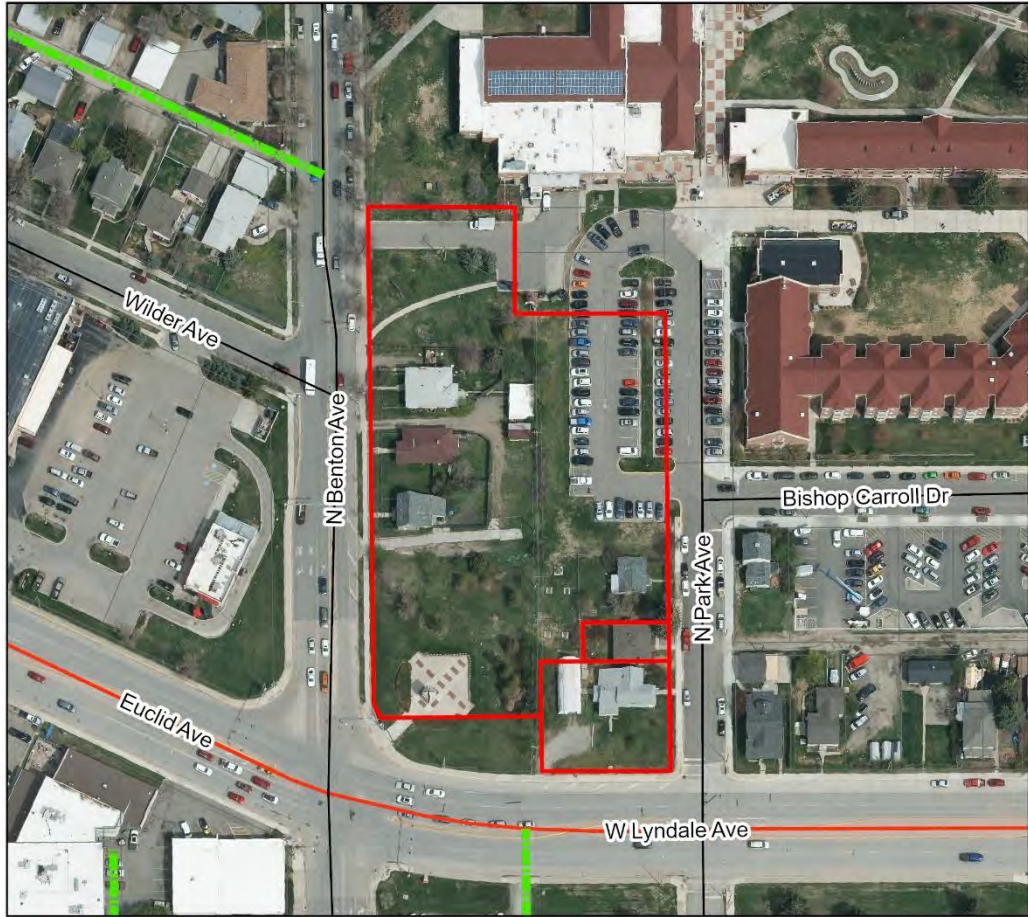
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And

Lot 1A of Block 1 of the Capital Hill Addition to the City of Helena, Lewis and Clark County, Montana as described in C.O.S. 3300772.

Appendix A – Maps

Carroll College Vicinity Map



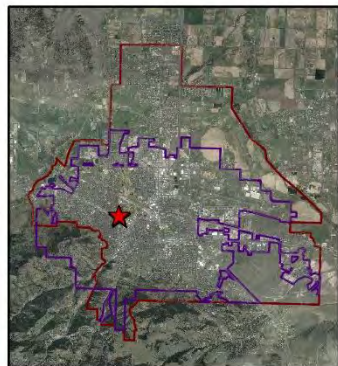
Lot 1A	M
Lot 13 and 14	RGB
Lot 15 and 16	Re
Divided 4-Lane	Gr
Paved	Bl
Alley	

Community Development
City/County Building
316 North Park Avenue, Rm. 445
Helena, MT 59623

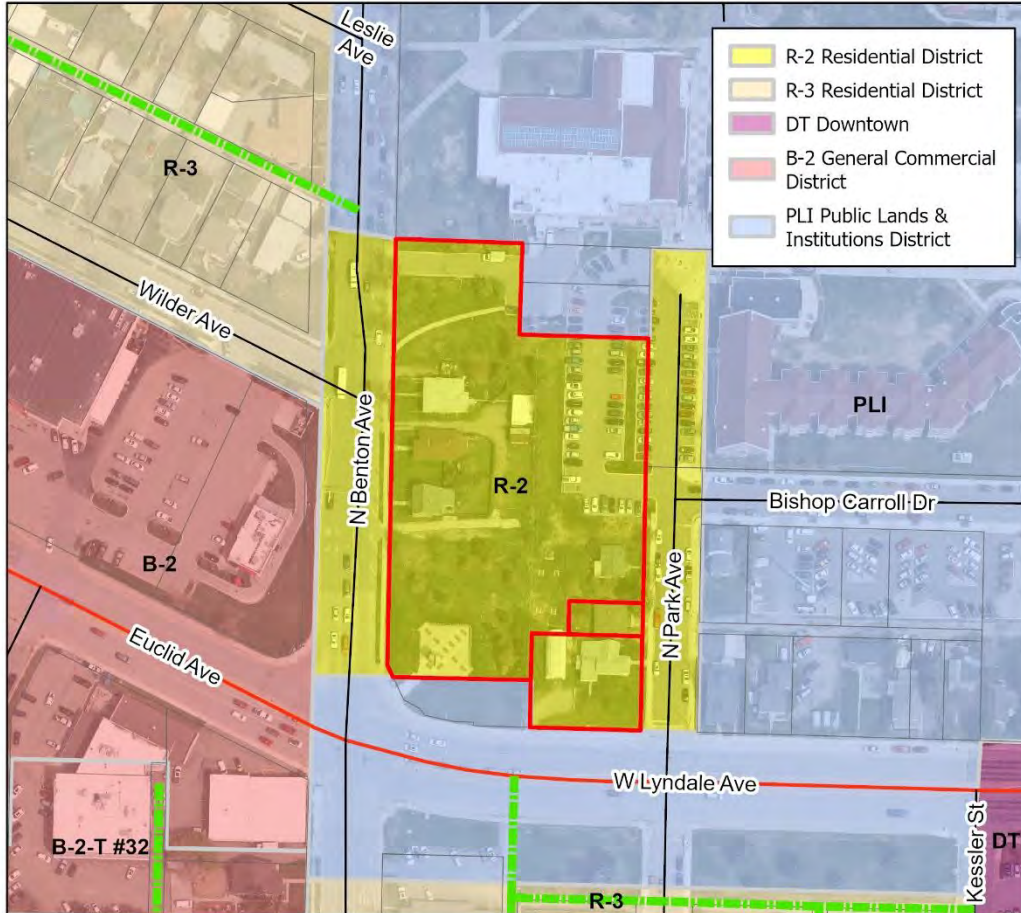
N

0 60 120 240 360 Feet

Legal Description: S30, T10 N,
R03 W, C.O.S. 3300772,
BLOCK 1 LOT 1A AMEND PLAT
OF CAPITAL HILL ADDITION




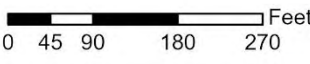
Carroll College Zoning Map



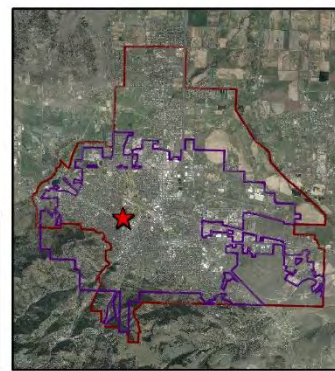
- Lot 1A
- Lot 13 and 14
- Lot 15 and 16
- Divided 4-Lane
- Paved
- Alley
- MT Parcels w Condos



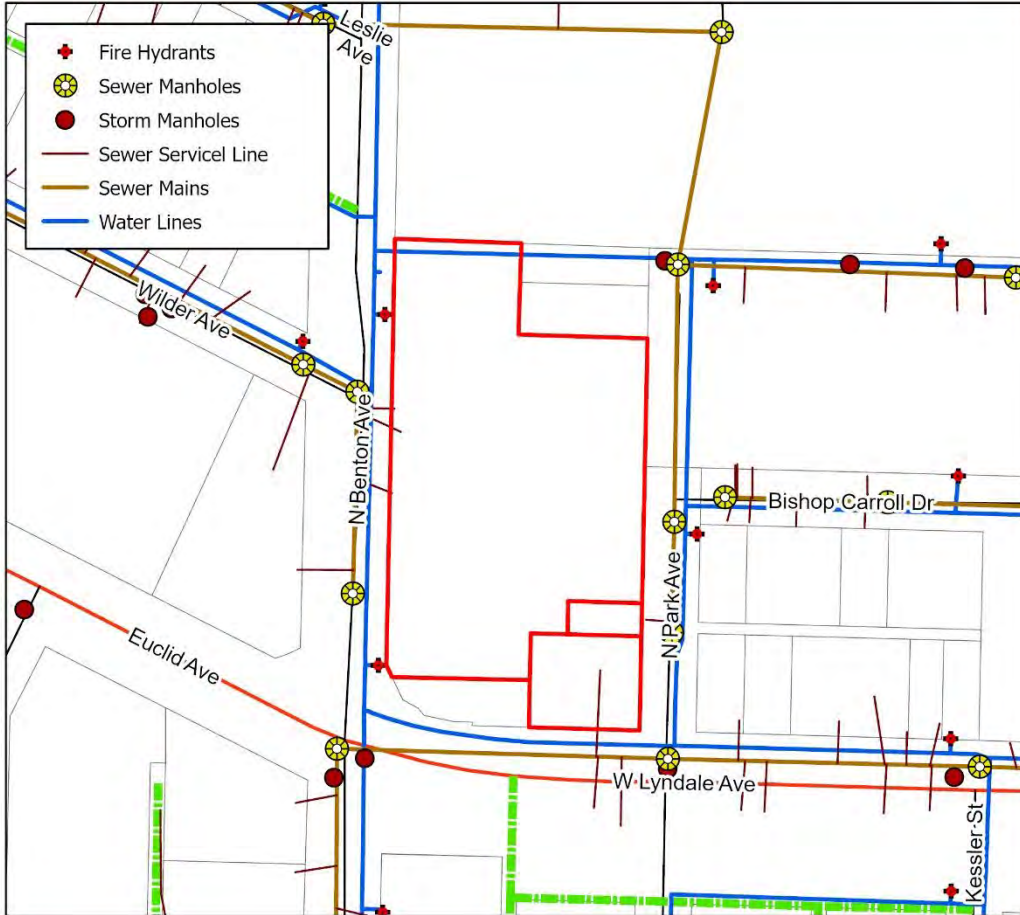
Community Development
City/County Building
316 North Park Avenue, Rm. 445
Helena, MT 59623

Legal Description: S30, T10 N,
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Carroll College Utility Map

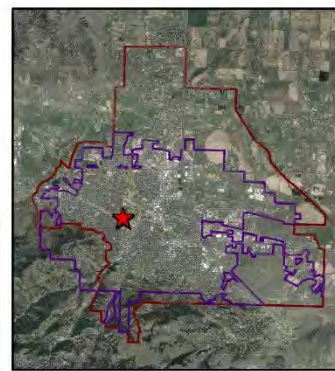


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0 45 90 180 270 Feet

Legal Description: S30, T10 N,
 R03 W, C.O.S. 3300772,
 BLOCK 1 LOT 1A AMEND PLAT
 OF CAPITAL HILL ADDITION



Appendix B – Comments



Kyle Holland, Planner II

Community Development Department

316 North Park Avenue, Room 445

Helena, MT 59623

Phone: 406-447-8492

Fax: 406-447-8460

Email: kholland@helenamt.gov

helenamt.gov

TO WHOM IT MAY CONCERN: Land use changes are being proposed in your area. Please review the enclosed description, and vicinity map. You may respond to the proposal at the public hearing or submit written comments prior to the August 13, 2024, Zoning Commission public hearing to the City Planning Division, 316 North Park, Helena MT 59623.

The Helena Zoning Commission will hold public hearings on Tuesday, August 13, 2024, at 6pm in person in the Commission Chambers, Rm 330, 316 N Park Ave, and via ZOOM at <https://zoom.us/j/92989300533>, Meeting ID: 929 8930 0533. Dial in at (346) 248-7799 or find your local Zoom phone number by going to <https://zoom.us/j/92989300533>. The application materials can be found on the City of Helena website at <https://www.helenamt.gov/Departments/Community-Development/Planning/Current-Projects>.

Interested parties are encouraged to attend this meeting. We may not be able to reach all who may be interested in this application, and we encourage you to talk to your neighbors about this proposal.

PROPOSAL 1:

To consider an ordinance amending City of Helena ordinance no. 3097 and the official zoning map for the City of Helena that changes the zoning district from R-2 (Residential) to Public Lands and Institutions (PLI) for the property legally described as:

The North 9 feet of the East 70 feet of Lot 15 in Block 1 of the Capital Hill Addition to the City of Helena, Lewis and Clark County, Montana,
AND

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And

Lot 1A of Block 1 of the Capital Hill Addition to the City of Helena, Lewis and Clark County, Montana as described in C.O.S. 3300772.

ADDRESS:

The property is generally located on the northeast side of the intersection of North Benton, Euclid Avenue and West Lyndale Avenue, and is addressed as 1329 North Benton.

If you have questions concerning the proposed change, please contact the City Planning Division of the Community Development Department at 447-8492.

Sincerely,

Kyle Holland, Planner II

Community Development Department

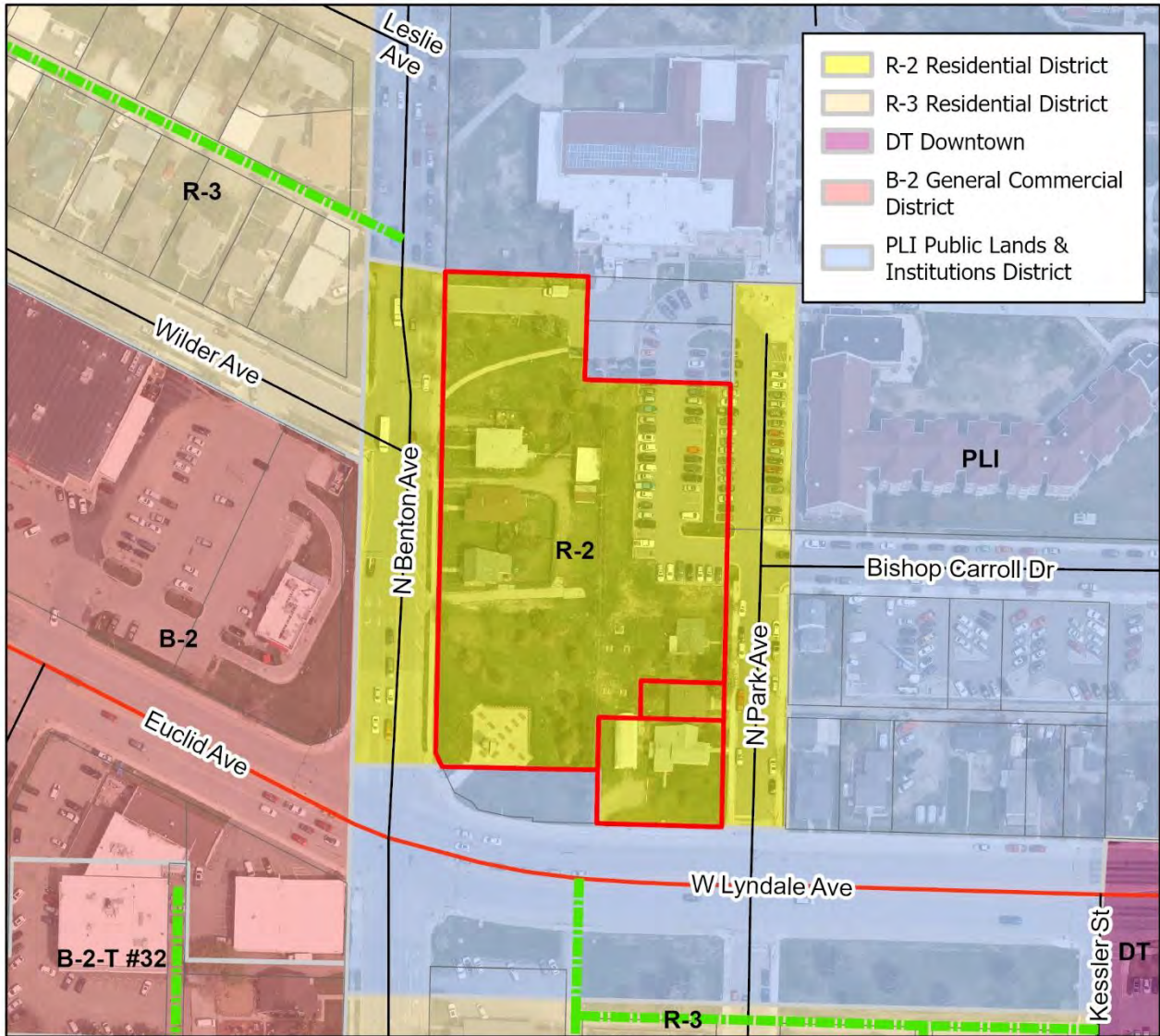
City-County Building

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Helena, MT 59623

Carroll College

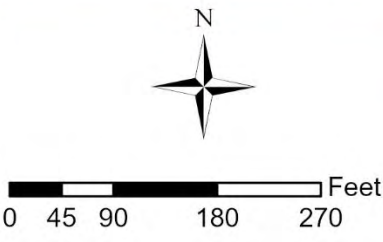
Zoning Map



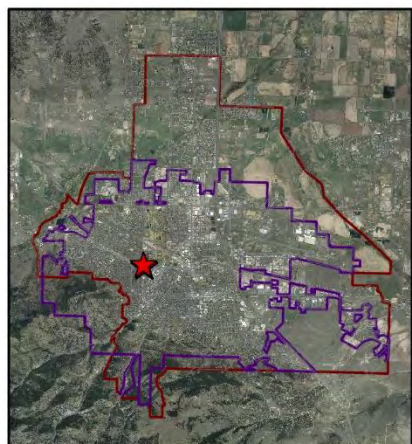
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- MT Parcels w Condos



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Legal Description: S30, T10 N,
R03 W, C.O.S. 3300772,
BLOCK 1 LOT 1A AMEND PLAT
OF CAPITAL HILL ADDITION





ZONE CHANGE APPLICATION

Community Development Department, Planning Division
316 North Park Avenue, Room 445, Helena, MT 59623
406-447-8490; citycommunitydevelopment@helenamt.gov

Date received:

APPLICATION FEE: \$410.00
(PAYABLE TO THE CITY OF HELENA)
ALL FEES ARE NON-REFUNDABLE

Application to the Helena Zoning Commission and City Commission for an amendment to the official Zoning Map. Such amendments re-classify property from one zoning district to another.

PROPERTY OWNER: Primary Contact?

Name: Lori Peterson Primary Number: (406) 447-5432
Address: 1601 N. Benton Ave. Other Phone: _____
Email: lpeterso@carroll.edu

APPLICANT (If different from property owner): Primary Contact?

Name: Brett Charles Primary Number: (406) 442-4933
Address: 920 Front Street, STE 101, Helena, MT Other Phone: _____
Email: brettc@sma.design Company: SMA Architecture + Design

AUTHORIZED REPRESENTATIVE: Primary Contact?

Name: Brett Charles Primary Number: (406) 442-4933
Address: 920 Front Street, STE 101, Helena, MT Other Phone: _____
Email: brettc@sma.design Company: SMA Architecture + Design

Address of the Property: 1321 N BENTON AVE HELENA, MT 59601, 1108 N PARK AVE
Address City State Zip Code

Legal Description (Lots, Block, & Subdivision, COS #, deed reference)
S30, T10 N, R03 W, C.O.S. 3300772, BLOCK 1 LOT 1A AMEND PLA

Provide a current deed and plat/COS with the metes and bounds of the subject property

Geocode 05-1888-30-2-30-09-0000, 05-1888-30-2-30-37-0000,

Current City Zoning District R-2

Proposed Zoning District PLI

Adjacent Zoning Districts PLI, R-3, B-2


Are there other related Land Use Applications being submitted: Yes No

Submit proof of current paid taxes

Existing use on the property Residential

I HEREBY CERTIFY AND ACKNOWLEDGE THE STATEMENTS IN THIS APPLICATION AND ANY ATTACHED INFORMATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signed: Lori Peterson Date: 6/6/24
Property Owner

Applicant:  AIA Date: 06/05/2024
(If different from Owner)

Review Criteria

(A different zoning district may be recommended if it appropriately fits the review criteria)

Your application will be reviewed using Montana MCA Section 76-2-304, "Criteria and Guidelines for Zoning Regulations" stated below.

(1) Zoning regulations must be:

- (a) made in accordance with a growth policy; and
- (b) designed to secure safety from fire and other dangers;
- (ii) promote public health, public safety, and the general welfare; and
- (iii) facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.

(2) In the adoption of zoning regulations, the municipal governing body shall consider:

- (a) reasonable provision of adequate light and air;
- (b) the effect on motorized and nonmotorized transportation systems;
- (c) promotion of compatible urban growth;
- (d) the character of the district and its peculiar suitability for particular uses; and
- (e) conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area.

Per Section 11-1-10 of the Helena City Code, the Zoning Commission and the City Commission will hold public hearings, to give the public an opportunity to be heard upon the matter. The Zoning Commission will make a recommendation to the City Commission who will approve or deny the requested zoning. If approved, the zone change becomes effective 30 days after final pass of the zone change Ordinance.

To evaluate the requested zone change with the above criteria the following must be submitted with this application. Please provide all the information requested on additional sheets as an incomplete application may delay the review of your request.

Please Note: N/A is not an acceptable answer alone and requires an explanation if used.

- 1. Apply to the City on the appropriate forms and pay any required fees. The application must include the property owner's signature;
- 2. Describe how your proposal relates to the above zoning review criteria (attach additional sheets if necessary);
- 3. Provide a statement why the proposed zone change should be approved;
- 4. Submit a traffic impact study for a proposed zoning district that is anticipated to generate more than two hundred (200) additional vehicle trips a day;
- 5. Provide a vicinity map of the area showing the location of the property in relation to surrounding land and zoning in the immediate area, water and wastewater mains, other utilities, and city streets and pedestrian facilities (sidewalks, trails);
- 6. Submit a statement on how the proposed zoning conforms to the Helena Growth Policy and Land Use Map; include how the proposed zoning conforms with the area neighborhood plan if one has been adopted;
- 7. Statement indicating if the existing structures meets the proposed zoning dimensional standards requirements without the need for a variance;
- 8. Statement indicating if the existing use on the subject property meets the proposed zoning permitted uses;
- 9. Historical uses, established use patterns, and recent changes and trends in the neighborhood.

IT IS RECOMMENDED THAT THE APPLICANT CONTACT NEIGHBORS TO INFORM THEM OF THIS PROPOSED ZONE CHANGE AND IDENTIFY ANY CONCERNS THAT THE APPLICANT MAY BE ABLE TO ADDRESS.

It is the policy of the City Commission not to act on a proposal if the applicant/ applicant's representative is not present at the commission meeting. City Planning Staff represents the City; staff cannot answer questions for the applicant.

Per 1-4-12 City Code, the taxes and assessments on the applicant's property, which is the subject of the proposed action, must be paid or payment of said taxes and assessments must be made a condition of final approval of said action by the City Commission, with the taxes and assessments to be paid within fourteen (14) days after final passage.



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HELENA

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

BOZEMAN

428 East Mendenhall Street
Bozeman, MT 59715
P: 406.219.2216



Carroll College Zone Change Application Criteria Responses:

1. See attached Zone Change Application.
2. The Zoning Review Criteria has been reviewed and the following zone change complies.
3. The following zone change from a R-2 to a PLI should be approved to align this small group of parcels with the remainder of Carroll College's campus as a PLI zone. This block of Carroll College owned parcels have become a zone island and limits Carroll's development aspirations moving into the future. The following zoning change would help the college maximize their lot(s) potential for future development.
4. On May 21, 2023, a Traffic Assessment for Zone Change Application Associated with Lots 1A & 16 and Portions of Lots 13-15 of Block 1 of the Capital Hill Addition was conducted by E5 Engineering out of Belgrade. Their documentation and analysis is included in the Application Submission Attachments.



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HELENA

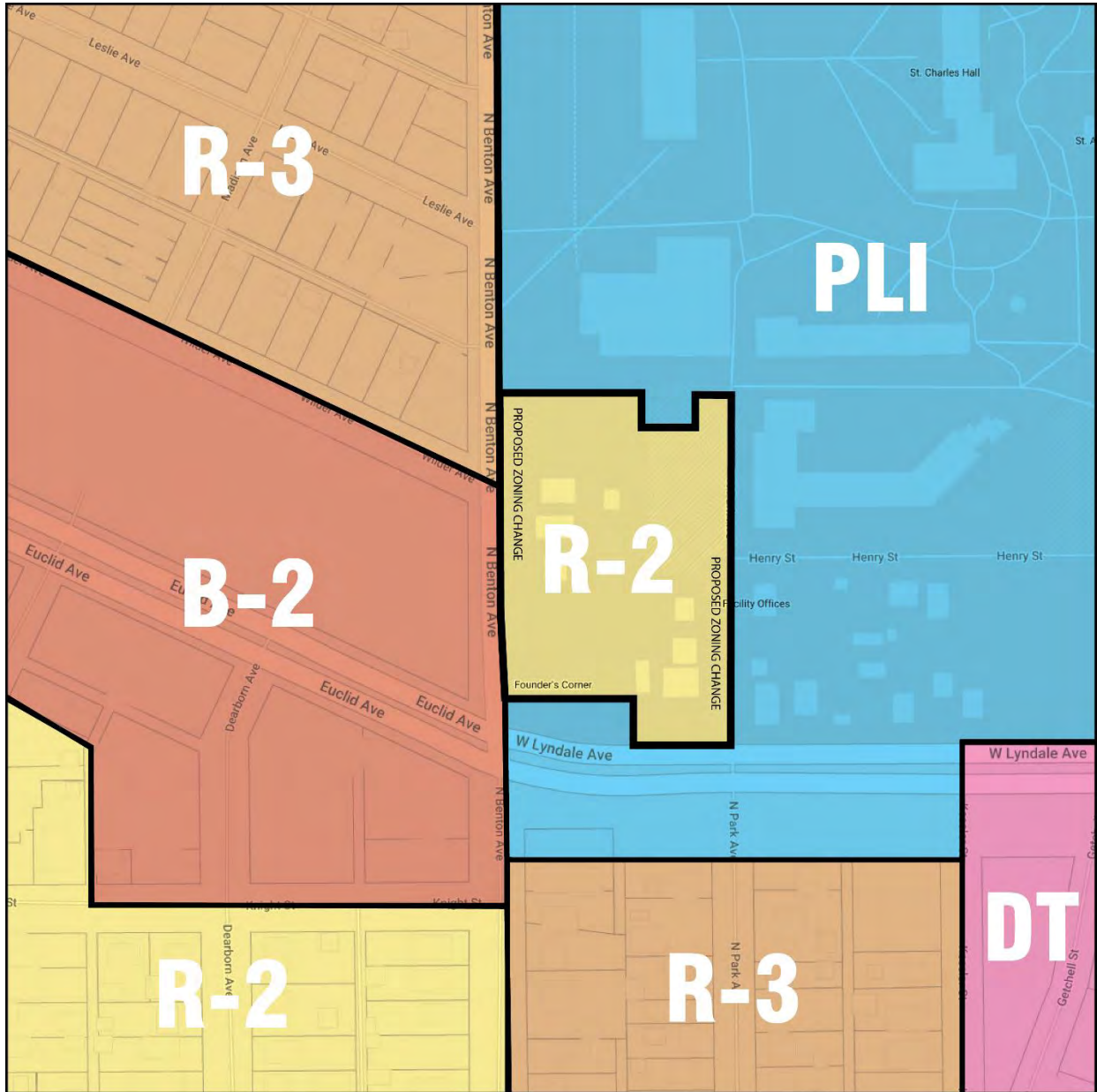
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428 East Mendenhall Street
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P: 406.219.2216



5. Vicinity Map Diagram



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different ●



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HELENA

920 Front Street, Suite 101
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P: 406.442.4933

BOZEMAN

428 East Mendenhall Street
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P: 406.219.2216



Extents of Zoning Boundary

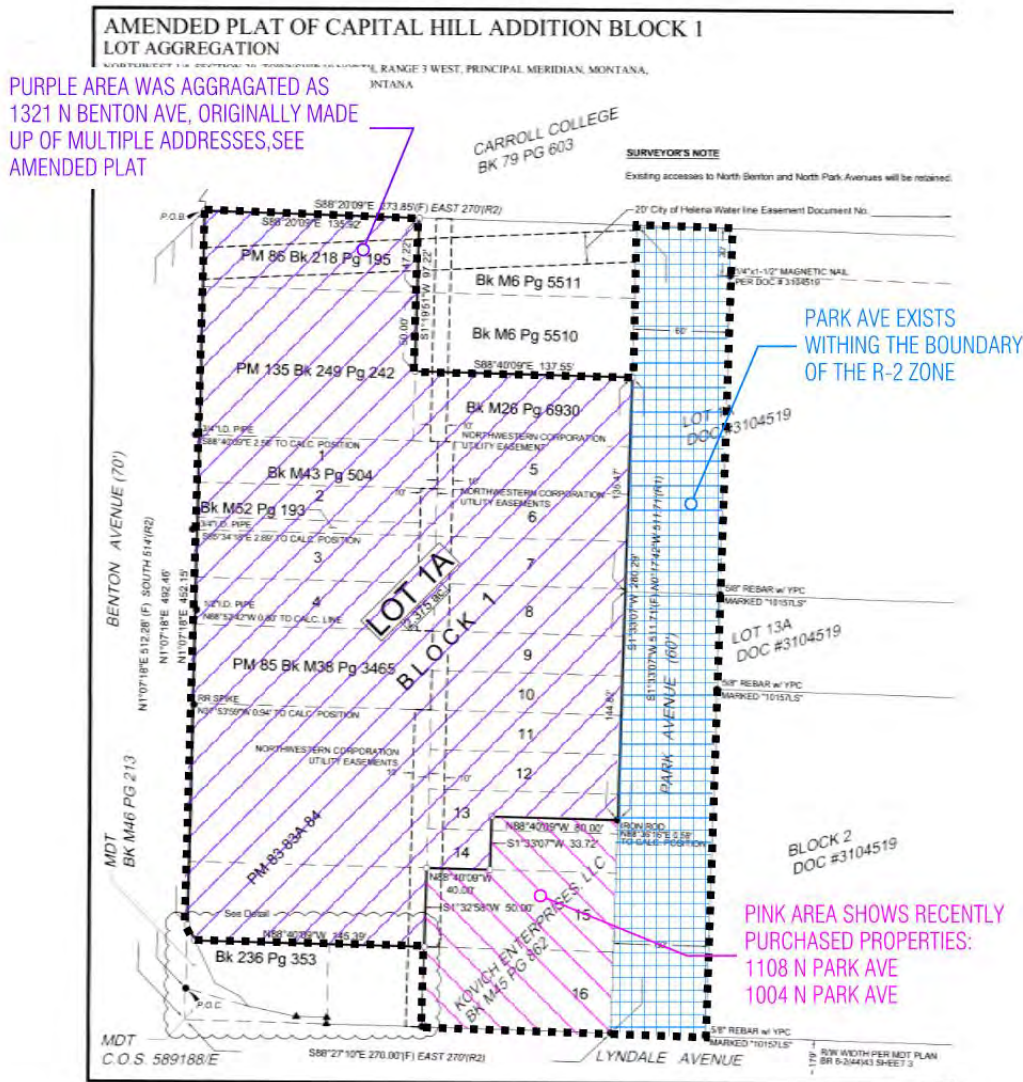


Exhibit above breaks down the make up of the R-2 zone, proposed to be rezoned as PLI.

These extents include N Park Ave, multiple properties aggregated in 2016 as one Lot 1A and the most recently acquired properties triggering this rezoning request.

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HELENA

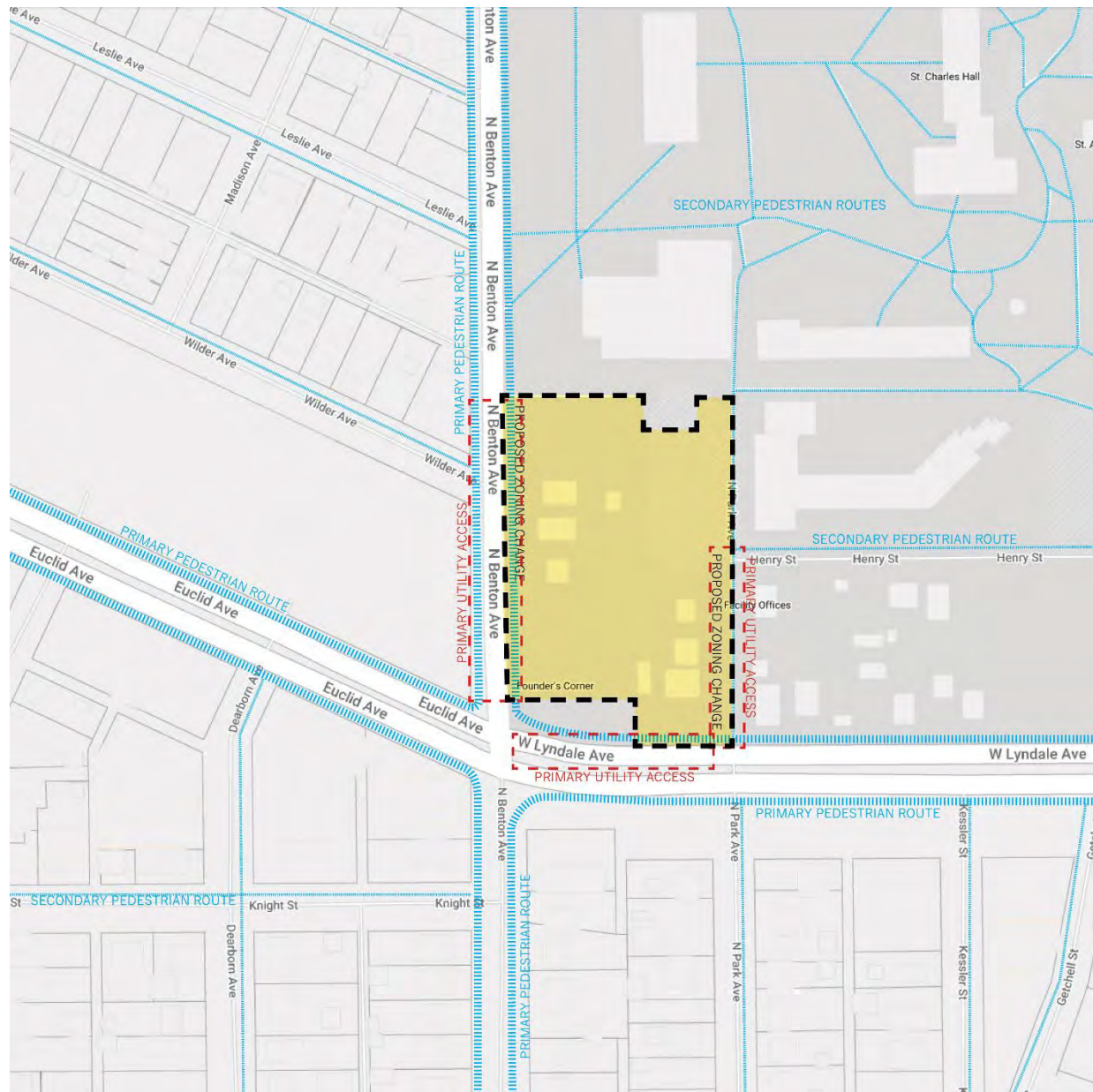
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BOZEMAN

428 East Mendenhall Street
Bozeman, MT 59715
P: 406.219.2216



Circulation and Utility Map



design ●
different ●



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HELENA

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

BOZEMAN

428 East Mendenhall Street
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P: 406.219.2216



6. The proposed zoning change conforms to the Helena Growth Policy and Land Use in the following ways.
 - a. The proposed rezoning of this intended location from a R-2 to PLI realigns the intent of the surrounding land use context, which is predominantly PLI for the other Carroll College owned property. PLI, also known as Public Lands and Institutions, definition per the zoning states “(land designated as PLI) applies only to public and quasi-public institutional uses and lands, and recreational, educational, and public service activities for the general benefit of the citizens of the City.” By rezoning the proposed parcels to PLI, this would eliminate the spot zoning condition of this location with its current R-2 designation and would allow for a more cohesive land use for the adjacent properties owned by Carroll College. This zone change proposal would aid in the development of Carroll ties to the land use and zoning patterns outlined in the Growth Policy by sustaining the area’s scenic, cultural, and recreational attractions and by supporting growth and a robust regional economy.
 - b. This rezoning change aligns with the goals outlined in the Growth Policy, specifically Goal 10 [G.10] of the Land Use chapter. Goal 10 [G.10] states “Plan for and establish types and quantities of land uses in Helena supporting community needs, neighborhood centers, aesthetics and the City’s long-term sustainability”. This zone change from R-2 to PLI would help establish continuity of Carroll College’s needs and aesthetics and ultimately would create continuity of Carroll’s campus boundaries.

7. Existing Carroll owned residential structures were demolished in 2023. A new monument sign structure was constructed during the summer of 2023, and was



architecture + design

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constructed under a zoning variance for the signage with the intent that a future zone change would change to PLI and align with the signage standards outlined.

8. The existing use currently does conform to the newly proposed PLI zoning permitted use. The existing dwelling units were demolished, and the 15' setbacks required for a PLI zone abutting a residential zone are currently maintained. This transition to PLI would create continuity for future Carroll College developments on this corner and allow them to align with other standards outlined in the lot requirements for PLI zoning. Carroll College's most recent update to their campus master plan which proposes a future academic building to be in the zone change area. The diagram provided below is included in Carroll College's Master Plan update and aligns with Carroll's intent, having already demolish the existing dwelling units, to allow for a future development site.



architecture + design

HELENA

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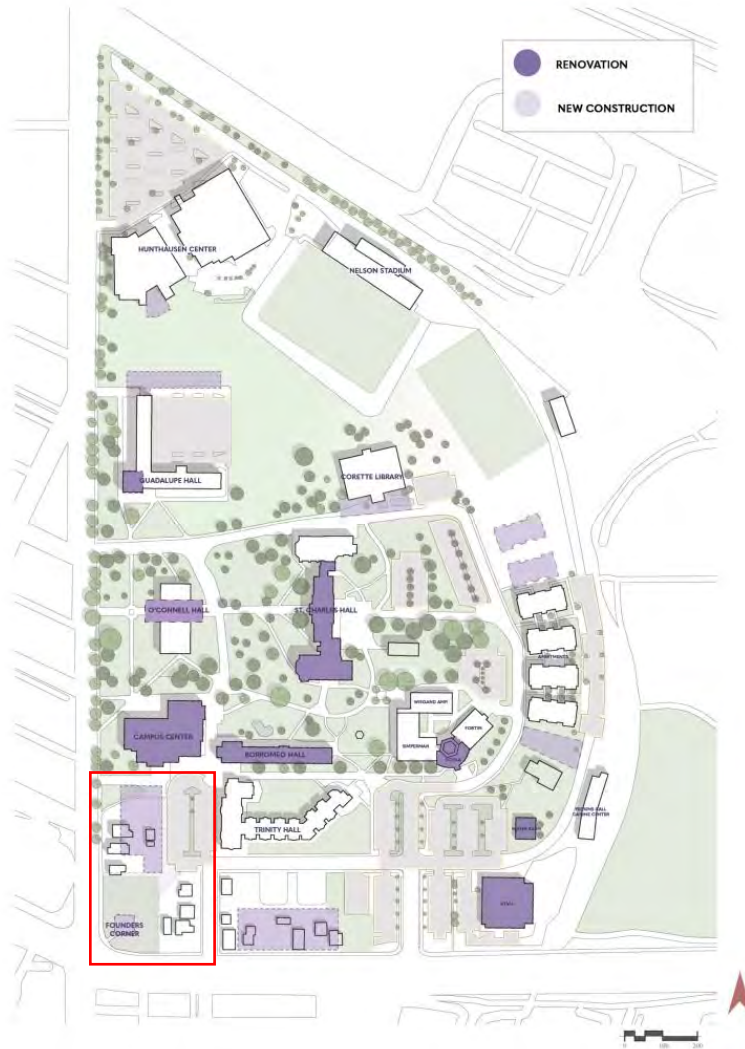
BOZEMAN

428 East Mendenhall Street
Bozeman, MT 59715
P: 406.219.2216



Carroll College Future Development Map

**Note* the existing structures shown in the red box were demolished by Carroll in 2023. Proposed footprints are for future planning purposes only and are diagrammatic in nature.*



- 9. Carroll College has historically owned the properties in the proposed zone change area. Carroll has recently demolished the existing structures and have requested variances for signage to align with the proposed PLI zone change.



619 Milestone Drive
Belgrade, MT 59714

E5EngineeringPLLC@gmail.com
(406) 209-3960

May 21, 2023

Lori Peterson, VP for Finance, Administration, & Facilities Management
Carroll College
1601 North Benton Avenue
Helena, MT 59625

**Re: Traffic Assessment for Zone Change Application Associated with
Lots 1A & 16 and Portions of Lots 13-15 of Block 1 of the Capital Hill Addition
E5 Engineering, PLLC Project No. 22-0119**

Dear Lori:

This letter is provided in support of the zone change proposed by Carroll College for Lots 1A, 16, and portions of Lots 13-15 of Block 1 of the Capital Hill Addition to the City of Helena and adjacent public rights-of-way located in the northwest quarter of the northwest quarter of Section 30, Township 10 North, Range 3 West, Principal Meridian of Montana in Lewis and Clark County (NW ¼, NW ¼ of Sec. 30, T10N, R3W, PMM). The subject property, shown in Figure 1 below, is currently zoned R-2 (Residential) per the City of Helena Zoning Regulations and is proposed to be changed to PLI (Public Lands and Institutions). The included lot area with the proposal is approximately 2.715 acres.



Figure 1: Proposed Zone Change Location

The City of Helena *Zone Change Application* includes a requirement that a traffic impact study be submitted for a proposed zoning district that is anticipated to generate more than two hundred (200) additional trips a day. A preliminary estimate of forecast trip generation for the included area of the proposed zone change may be derived from the *Trip Generation Manual, 11th Edition* published by the Institute of Transportation Engineers (ITE) in 2021 using Land Use Code (LUC) 550: University/College.

- Average weekday vehicular trips may be estimated based on the number of students.
- Carroll College provides a current enrollment of 1,210 students on a campus totaling approximately 63 acres, equating to a students per acre ratio of 19.21.
- Using this ratio, the zone change area of 2.715 acres could potentially generate 20 students (19.21 calculated).
- LUC 550: University/College includes a range of 1.10 to 3.31 weekday vehicle trip generation rates per student with an average rate of 1.56.
- Using the maximum value from the range of weekday trip generation rates per student of 3.31, 66 average weekday vehicle trips are estimated to be generated with the proposed zone change.
- This is less than the requirement in the City of Helena's *Zone Change Application* for completion of a traffic impact study.

Based on the above analysis, the currently proposed zone change should not warrant the need for a traffic impact study at this time. Future development of that area that differs from the above assessment may justify completion of a traffic impact study at that time. It is anticipated that this may be requested by the City of Helena in conjunction with any future site development and building permit application review submittal. If necessary, a traffic impact study that evaluates the conditions present at the time of the proposal tailored to the specifically proposed project would provide a more accurate assessment of development generated transportation impacts.

Thank you for the opportunity to work with you on this project. I look forward to serving you in the future. If you have any questions or concerns regarding the analyses, please do not hesitate to contact me.

Sincerely,



Tom Eastwood, PE, PTOE
Owner



Appendix A

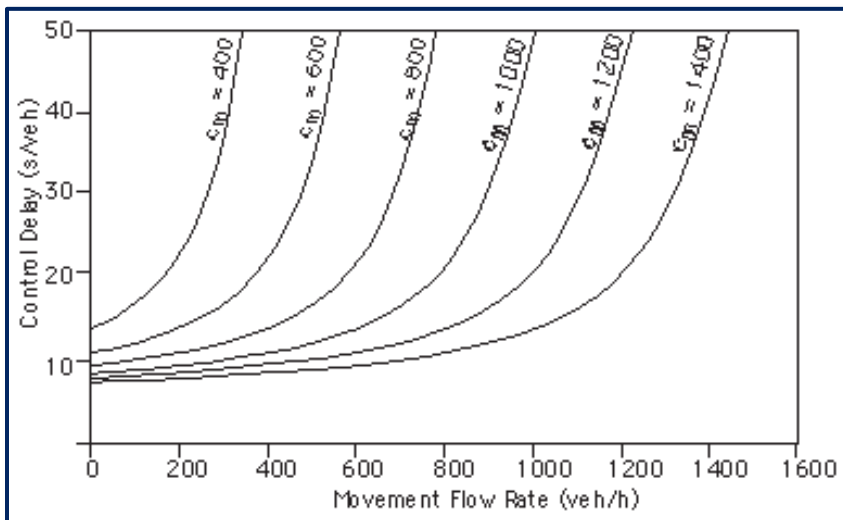
Unsignalized Intersection Level of Service

The method presented in the *Highway Capacity Manual, 7th Edition | A Guide for Multimodal Mobility Analysis* (HCM) published by the Transportation Research Board (TRB) for evaluating unsignalized, stop-controlled intersections is based on the average total delay for each impeded movement. As used here, total delay is defined as the total elapsed time from when a vehicle stops at the end of a queue until the vehicle departs from the stop line. This time includes the time required for the vehicle to travel from the last-in-queue to the first-in-queue position. The average total delay for any minor movement is a function of the service rate or capacity of the approach and the degree of saturation. The resulting delay is used to determine the level of service as shown in Table A-1 below.

Table A-1: Level of Service Criteria for Stop-Controlled Intersections

Average Control Delay	Level of Service (LOS)	Characteristics
≤ 10 seconds	A	Little or no delay
10.0 – 15.0 seconds	B	Short traffic delay
15.0 – 25.0 seconds	C	Average traffic delay
25.0 – 35.0 seconds	D	Long traffic delays
35.0 – 50.0 seconds	E	Very long traffic delays
> 50.0 seconds	F	When the demand exceeds the capacity of the lane, extreme delays will be encountered, and queuing may cause severe congestion to the intersection.

Source: *Highway Capacity Manual, 6th Edition | A Guide for Multimodal Mobility Analysis* (Transportation Research Board, 2016)



Source: *Highway Capacity Manual 2000*,
Page 17-24
(Transportation Research Board, 2000)

Figure A-11: Control Delay and Flow Rate

Signalized Intersection Level of Service

The operational analysis method for signalized intersections presented in the HCM defines level of service in terms of delay, or more specifically, control stopped delay per vehicle. Delay is a measure of driver and/or passenger discomfort, frustration, fuel consumption, and lost travel time. The level of service criteria for signalized intersections is presented in Table A-2 below:

Table A-2: Level of Service Criteria for Signalized Intersections

Average Control Delay	Level of Service (LOS)	Characteristics
≤ 10 seconds	A	Operations with very low delay. This occurs when progression is extremely favorable, and most vehicles do not stop at all. Short cycle lengths may also contribute to low delay.
10.0 – 20.0 seconds	B	Operations with generally good progression and/or short cycle lengths. More vehicles stop than for LOS A, causing higher levels of average delay.
20.0 – 35.0 seconds	C	Operations with higher delays, which may result from fair progression and/or longer cycle lengths. Individual cycle failures may begin to appear at this level. The number of vehicles stopping is significant at this level, although many still pass through the intersection without stopping.
35.0 – 55.0 seconds	D	Operations with high delay, resulting from some combination of unfavorable progression, long cycle lengths, or high volumes. The influence of congestion becomes more noticeable, and individual cycle failures are noticeable.
55.0 – 80.0 seconds	E	Considered being the limit of acceptable delay. Individual cycle failures are frequent occurrences.
> 80.0 seconds	F	A condition of excessively high delay considered unacceptable to most drivers. This condition often occurs when arrival flow rates exceed the capacity of the intersection. Poor progression and long cycle lengths may also be major contributing causes to such delay.

Source: *Highway Capacity Manual, 7th Edition | A Guide for Multimodal Mobility Analysis* (Transportation Research Board, 2022)



Appendix B



Intersection Turning Movement Count Summary

West Lyndale Avenue & Getchell Street / Hunthausen Way

Helena, Lewis & Clark County, Montana

Date Count Performed: January 18 & 19, 2023 (Wednesday & Thursday)
Data Collection Method: Video Traffic Recorder | Unit E5-01

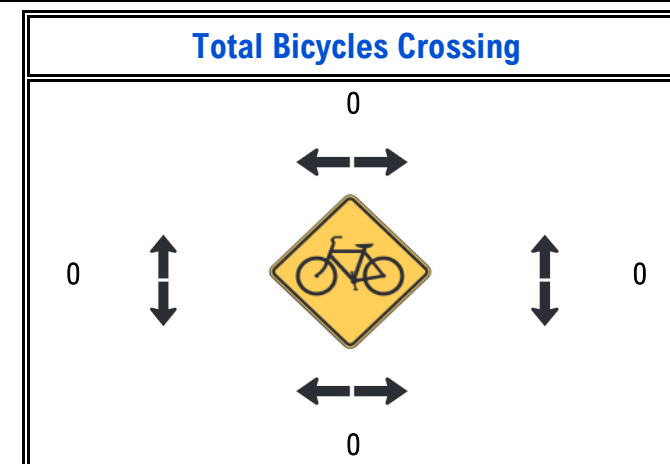
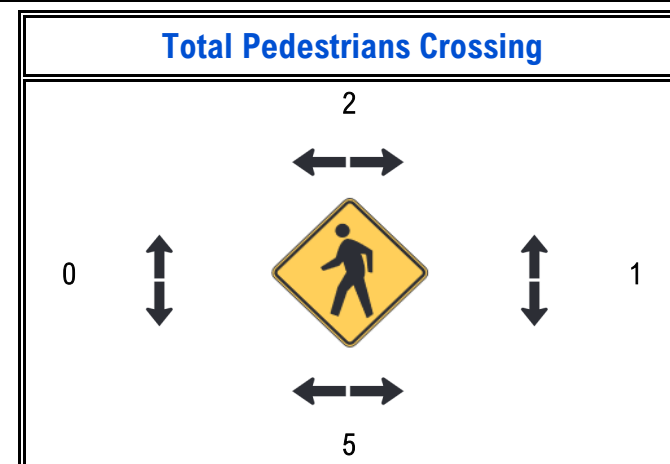
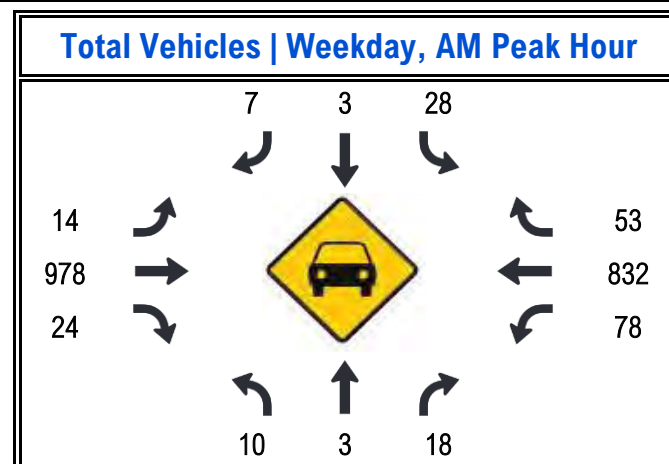
Count Time Periods: Weekday, AM & PM Peaks (7:00 - 9:00 a.m. & 4:00 - 6:00 p.m.)
Setup Location: Latitude: 46° 35'54.28" N | Longitude: 112° 02'15.29" W

WEEKDAY, AM PEAK PERIOD

SEASONAL/ DAILY ADJ. FACTOR	WEST LYNDALE AVENUE							WEST LYNDALE AVENUE							GETCHELL STREET							HUNTHAUSEN WAY							INTERSECTION	HOURLY
	Eastbound (From the West)							Westbound (From the East)							Northbound (From the South)							Southbound (From the North)								
	1.000	1.029	1.000	1.000	1.000	1.000		1.000	1.029	1.000	1.000	1.000	1.000		1.000	1.029	1.000	1.000	1.000	1.000		1.000	1.029	1.000	1.000	1.000	1.000			
START TIME	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	VEHICLE TOTALS	VOLUME
7:00 AM	2	128	2	0	0	0	132	8	105	5	0	0	0	118	2	0	1	0	1	0	3	3	0	2	0	0	0	5	258	
7:15 AM	2	163	5	0	0	0	170	6	159	5	0	0	0	170	2	1	4	0	0	0	7	3	0	1	0	0	0	4	351	
7:30 AM	7	219	4	0	0	0	230	8	213	10	0	1	0	231	2	1	2	0	0	0	5	9	0	2	0	0	0	11	477	
7:45 AM	2	275	9	0	0	0	286	25	292	17	0	0	0	334	3	0	5	0	2	0	8	10	1	2	0	1	0	13	641	1,727
8:00 AM	2	257	5	0	0	0	264	23	163	14	0	0	0	200	2	1	3	0	2	0	6	5	1	0	0	0	0	6	476	1,945
8:15 AM	3	227	6	1	0	0	237	22	164	12	2	0	0	200	3	1	8	0	1	0	12	4	1	3	0	1	0	8	457	2,051
8:30 AM	5	171	4	0	1	0	180	14	166	19	0	0	0	199	4	3	4	0	1	0	11	8	0	2	0	0	0	10	400	1,974
8:45 AM	7	182	5	1	1	0	195	19	151	15	0	0	0	185	3	0	5	0	1	0	8	8	1	5	0	0	0	14	402	1,735
TOTALS	30	1,622	40	2	2	0	1,694	125	1,413	97	2	1	0	1,637	21	7	32	0	8	0	60	50	4	17	0	2	0	71	3,462	

WEEKDAY, AM PEAK HOUR SUMMARY

SEASONAL/ DAILY ADJ. FACTOR	WEST LYNDALE AVENUE							WEST LYNDALE AVENUE							GETCHELL STREET							HUNTHAUSEN WAY							INTERSECTION
	Eastbound (From the West)							Westbound (From the East)							Northbound (From the South)							Southbound (From the North)							
	1.000	1.029	1.000	1.000	1.000	1.000		1.000	1.029	1.000	1.000	1.000	1.000		1.000	1.029	1.000	1.000	1.000	1.000		1.000	1.029	1.000	1.000	1.000	1.000		
START TIME	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	VEHICLE TOTALS
7:30 AM	7	219	4	0	0	0	230	8	213	10	0	1	0	231	2	1	2	0	0	0	5	9	0	2	0	0	0	11	477
7:45 AM	2	275	9	0	0	0	286	25	292	17	0	0	0	334	3	0	5	0	2	0	8	10	1	2	0	1	0	13	641
8:00 AM	2	257	5	0	0	0	264	23	163	14	0	0	0	200	2	1	3	0	2	0	6	5	1	0	0	0	0	6	476
8:15 AM	3	227	6	1	0	0	237	22	164	12	2	0	0	200	3	1	8	0	1	0	12	4	1	3	0	1	0	8	457
TOTALS	14	978	24	1	0	0	1,017	78	832	53	2	1	0	965	10	3	18	0	5	0	31	28	3	7	0	2	0	38	2,051
PEAK HOUR FACTOR	0.50	0.89	0.67	0.25	0.00	0.00	0.89	0.78	0.71	0.78	0.25	0.25	0.00	0.72	0.83	0.75	0.56	0.00	0.63	0.00	0.65	0.70	0.75	0.58	0.00	0.50	0.00	0.73	0.80
% HEAVY VEHICLES	0.00%	2.28%	2.50%	0.00%			2.24%	2.40%	2.97%	1.03%	0.00%			2.81%	0.00%	0.00%	3.13%	0.00%			1.67%	2.00%	0.00%	5.88%	0.00%		2.82%	2.51%	





Intersection Turning Movement Count Summary

West Lyndale Avenue & Getchell Street / Hunthausen Way

Helena, Lewis & Clark County, Montana

Date Count Performed: January 18 & 19, 2023 (Wednesday & Thursday)
Data Collection Method: Video Traffic Recorder | Unit E5-01

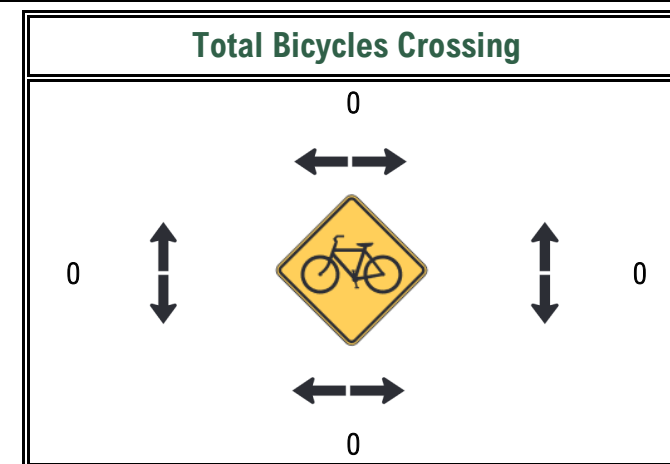
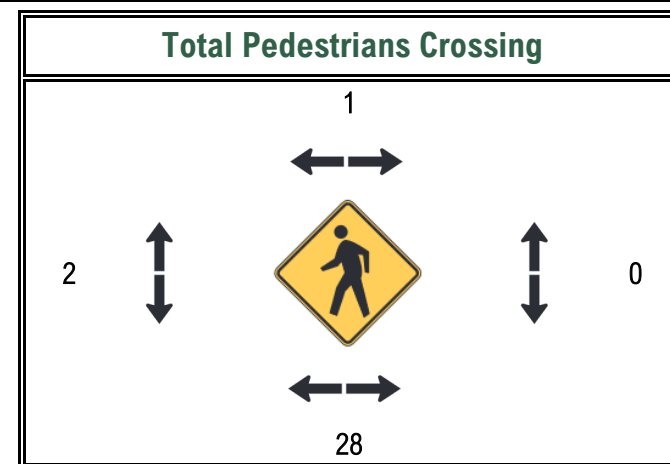
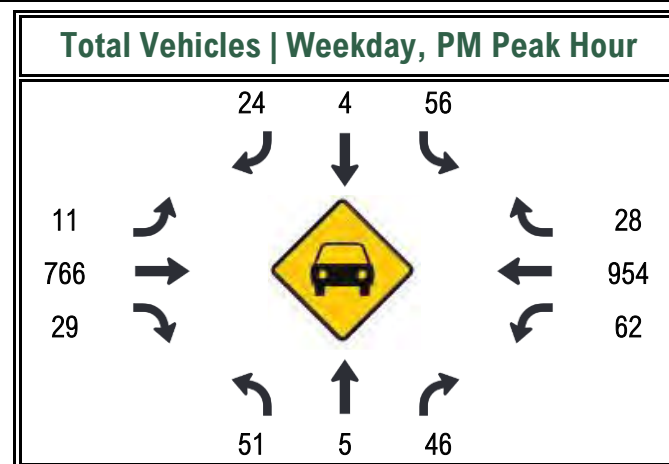
Count Time Periods: Weekday, AM & PM Peaks (7:00 - 9:00 a.m. & 4:00 - 6:00 p.m.)
Setup Location: Latitude: 46° 35'54.28" N | Longitude: 112° 02'15.29" W

WEEKDAY, PM PEAK PERIOD

SEASONAL/ DAILY ADJ. FACTOR	WEST LYNDALE AVENUE							WEST LYNDALE AVENUE							GETCHELL STREET							HUNTHAUSEN WAY							INTERSECTION	HOURLY
	Eastbound (From the West)							Westbound (From the East)							Northbound (From the South)							Southbound (From the North)								
	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	VEHICLE TOTALS	VEHICLE TOTALS			
START TIME	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	VEHICLE TOTALS	VOLUME
4:00 PM	2	194	5	1	1	0	202	13	200	8	1	1	0	222	9	1	10	0	4	1	20	11	1	5	0	1	0	17	461	
4:15 PM	3	213	6	0	0	1	222	16	213	6	1	1	0	236	7	1	13	0	5	0	21	8	1	3	0	1	0	12	491	
4:30 PM	4	205	6	0	0	0	215	12	215	8	0	0	0	235	7	1	14	0	7	0	22	8	0	5	0	0	0	13	485	
4:45 PM	1	190	9	0	1	0	200	13	218	7	1	0	0	239	10	1	11	0	7	0	22	10	1	4	0	1	0	15	476	1,913
5:00 PM	2	202	7	1	0	0	212	15	244	5	1	0	0	265	25	2	12	0	7	0	39	23	2	12	0	0	0	37	553	2,005
5:15 PM	4	169	7	0	1	0	180	22	277	8	1	0	0	308	9	1	9	0	7	0	19	15	1	3	0	0	0	19	526	2,040
5:30 PM	3	158	5	0	2	0	166	14	236	9	1	3	0	260	8	1	11	0	3	0	20	8	2	3	0	1	0	13	459	2,014
5:45 PM	4	137	4	0	1	0	145	18	186	6	0	1	0	210	8	1	8	0	2	0	17	12	1	7	0	1	0	20	392	1,930
TOTALS	23	1,468	49	2	6	1	1,542	123	1,789	57	6	6	0	1,975	83	9	88	0	42	1	180	95	9	42	0	5	0	146	3,843	

WEEKDAY, PM PEAK HOUR SUMMARY

SEASONAL/ DAILY ADJ. FACTOR	WEST LYNDALE AVENUE							WEST LYNDALE AVENUE							GETCHELL STREET							HUNTHAUSEN WAY							INTERSECTION
	Eastbound (From the West)							Westbound (From the East)							Northbound (From the South)							Southbound (From the North)							
	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	VEHICLE TOTALS	VEHICLE TOTALS		
START TIME	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	VEHICLE TOTALS
4:30 PM	4	205	6	0	0	0	215	12	215	8	0	0	0	235	7	1	14	0	7	0	22	8	0	5	0	0	0	13	485
4:45 PM	1	190	9	0	1	0	200	13	218	7	1	0	0	239	10	1	11	0	7	0	22	10	1	4	0	1	0	15	476
5:00 PM	2	202	7	1	0	0	212	15	244	5	1	0	0	265	25	2	12	0	7	0	39	23	2	12	0	0	0	37	553
5:15 PM	4	169	7	0	1	0	180	22	277	8	1	0	0	308	9	1	9	0	7	0	19	15	1	3	0	0	0	19	526
TOTALS	11	766	29	1	2	0	807	62	954	28	3	0	0	1,047	51	5	46	0	28	0	102	56	4	24	0	1	0	84	2,040
PEAK HOUR FACTOR	0.69	0.93	0.81	0.25	0.50	0.00	0.94	0.70	0.86	0.88	0.75	0.00	0.00	0.85	0.51	0.63	0.82	0.00	1.00	0.00	0.65	0.61	0.50	0.50	0.00	0.25	0.00	0.57	0.92
% HEAVY VEHICLES	0.00%	1.29%	0.00%	0.00%			1.23%	0.00%	0.84%	0.00%	0.00%			0.76%	0.00%	0.00%	0.00%	0.00%			0.00%	0.00%	0.00%	0.00%	0.00%			0.00%	0.88%





Intersection Turning Movement Count Summary

West Lyndale Avenue & North Park Avenue

Helena, Lewis & Clark County, Montana

Date Count Performed: January 18 & 19, 2023 (Wednesday & Thursday)

Count Time Periods: Weekday, AM & PM Peaks (7:00 - 9:00 a.m. & 4:00 - 6:00 p.m.)

Data Collection Method: Video Traffic Recorder | Unit E5-03

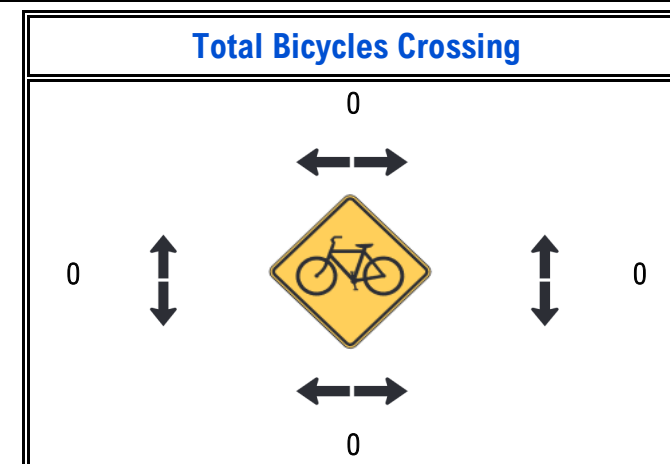
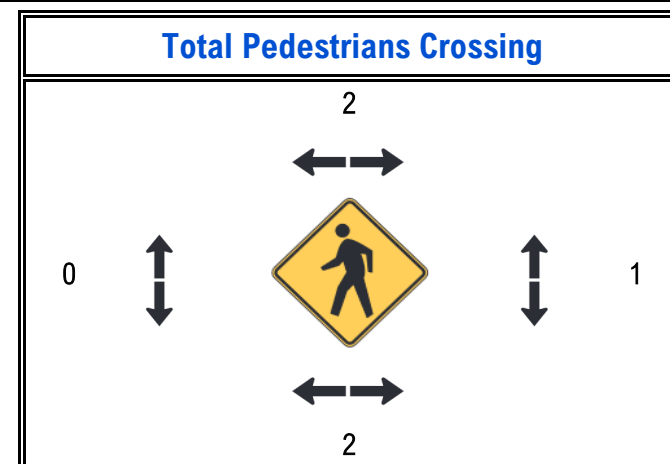
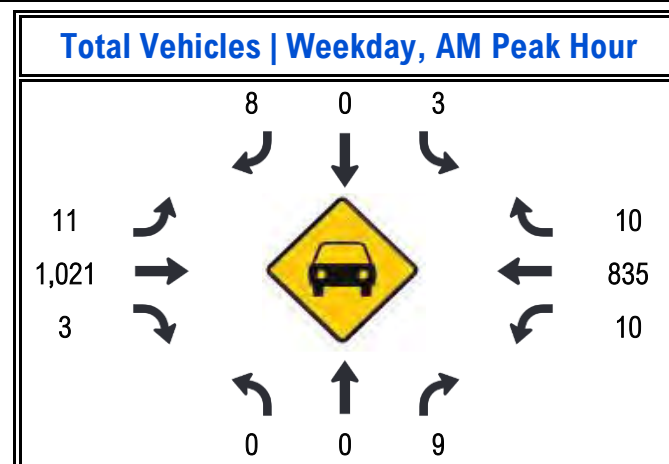
Setup Location: Latitude: 46° 35'54.20" N | Longitude: 112° 02'24.29" W

WEEKDAY, AM PEAK PERIOD

SEASONAL/ DAILY ADJ. FACTOR	WEST LYNDALE AVENUE							WEST LYNDALE AVENUE							NORTH PARK AVENUE							NORTH PARK AVENUE							INTERSECTION	HOURLY
	Eastbound (From the West)							Westbound (From the East)							Northbound (From the South)							Southbound (From the North)								
	1.000	1.029	1.000	1.000	1.000	1.000		1.000	1.029	1.000	1.000	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000			
START TIME	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	VEHICLE TOTALS	VOLUME
7:00 AM	2	135	0	0	0	0	137	2	102	2	0	0	0	106	1	0	1	0	2	0	2	0	0	0	0	0	0	245		
7:15 AM	3	168	0	0	0	0	171	2	161	2	0	0	0	165	0	0	2	0	0	0	2	0	0	2	0	1	0	2	340	
7:30 AM	1	230	0	0	0	0	231	2	208	3	0	0	0	213	0	0	1	0	0	0	1	1	0	1	0	0	0	2	447	
7:45 AM	2	290	3	0	0	0	295	4	285	3	1	1	0	293	0	0	3	0	1	0	3	1	0	2	0	1	0	3	594	1,626
8:00 AM	5	273	0	0	0	0	278	3	177	1	0	0	0	181	0	0	3	0	1	0	3	0	0	2	0	1	0	2	464	1,845
8:15 AM	3	228	0	0	0	0	231	1	165	3	0	0	0	169	0	0	2	0	0	0	2	1	0	3	0	0	0	4	406	1,911
8:30 AM	6	178	0	0	0	0	184	2	168	2	0	0	0	172	0	0	0	0	0	0	0	0	0	2	0	0	0	2	358	1,822
8:45 AM	9	196	1	0	0	0	206	3	155	2	0	0	0	160	0	0	2	0	1	0	2	1	0	2	0	0	0	3	371	1,599
TOTALS	31	1,698	4	0	0	0	1,733	19	1,421	18	1	1	0	1,459	1	0	14	0	5	0	15	4	0	14	0	3	0	18	3,225	

WEEKDAY, AM PEAK HOUR SUMMARY

SEASONAL/ DAILY ADJ. FACTOR	WEST LYNDALE AVENUE							WEST LYNDALE AVENUE							NORTH PARK AVENUE							NORTH PARK AVENUE							INTERSECTION
	Eastbound (From the West)							Westbound (From the East)							Northbound (From the South)							Southbound (From the North)							
	1.000	1.029	1.000	1.000	1.000	1.000		1.000	1.029	1.000	1.000	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000		
START TIME	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	VEHICLE TOTALS
7:30 AM	1	230	0	0	0	0	231	2	208	3	0	0	0	213	0	0	1	0	0	0	1	1	0	1	0	0	0	2	447
7:45 AM	2	290	3	0	0	0	295	4	285	3	1	1	0	293	0	0	3	0	1	0	3	1	0	2	0	1	0	3	594
8:00 AM	5	273	0	0	0	0	278	3	177	1	0	0	0	181	0	0	3	0	1	0	3	0	0	2	0	1	0	2	464
8:15 AM	3	228	0	0	0	0	231	1	165	3	0	0	0	169	0	0	2	0	0	0	2	1	0	3	0	0	0	4	406
TOTALS	11	1,021	3	0	0	0	1,035	10	835	10	1	1	0	856	0	0	9	0	2	0	9	3	0	8	0	2	0	11	1,911
PEAK HOUR FACTOR	0.55	0.88	0.25	0.00	0.00	0.00	0.88	0.63	0.73	0.83	0.25	0.25	0.00	0.73	0.00	0.00	0.75	0.00	0.50	0.00	0.75	0.75	0.00	0.67	0.00	0.50	0.00	0.69	0.80
% HEAVY VEHICLES	0.00%	2.24%	0.00%	0.00%			2.19%	0.00%	2.89%	0.00%	0.00%			2.81%	0.00%	0.00%	0.00%	0.00%			0.00%	0.00%	0.00%	0.00%	0.00%		0.00%	2.45%	





Intersection Turning Movement Count Summary

West Lyndale Avenue & North Park Avenue

Helena, Lewis & Clark County, Montana

Date Count Performed: January 18 & 19, 2023 (Wednesday & Thursday)

Count Time Periods: Weekday, AM & PM Peaks (7:00 - 9:00 a.m. & 4:00 - 6:00 p.m.)

Data Collection Method: Video Traffic Recorder | Unit E5-03

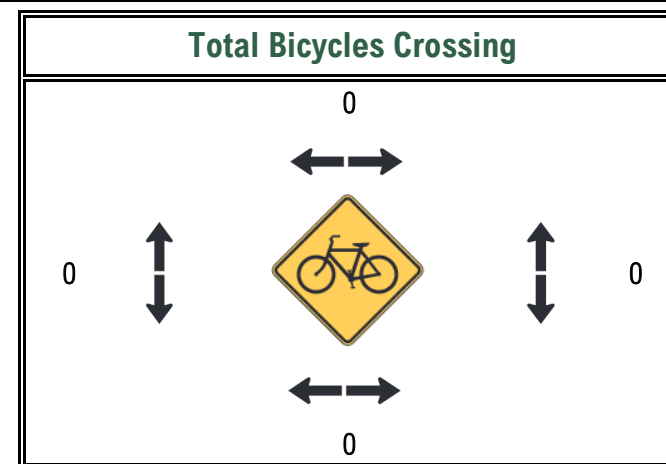
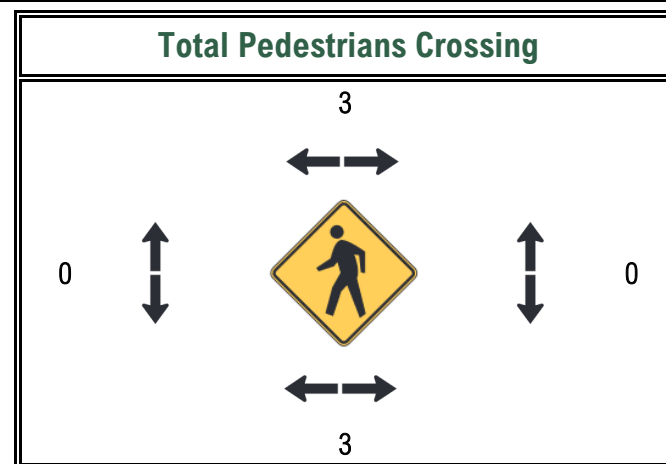
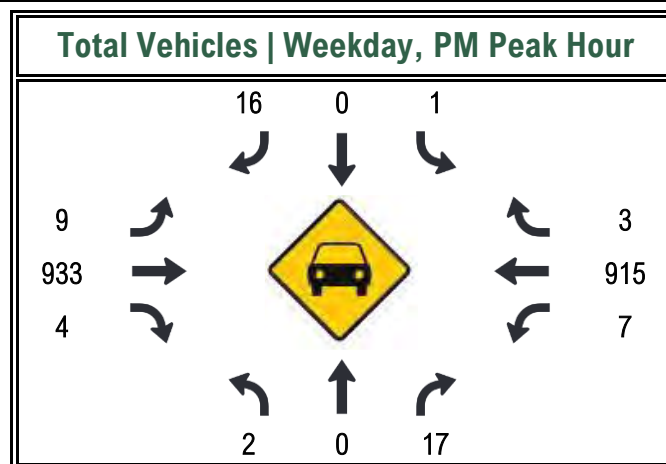
Setup Location: Latitude: 46° 35'54.20" N | Longitude: 112° 02'24.29" W

WEEKDAY, PM PEAK PERIOD

SEASONAL/ DAILY ADJ. FACTOR	WEST LYNDALE AVENUE							WEST LYNDALE AVENUE							NORTH PARK AVENUE							NORTH PARK AVENUE							INTERSECTION	HOURLY
	Eastbound (From the West)							Westbound (From the East)							Northbound (From the South)							Southbound (From the North)								
	1.000	1.029	1.000	1.000	1.000	1.000		1.000	1.029	1.000	1.000	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000			
START TIME	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	VEHICLE TOTALS	VOLUME
4:00 PM	2	207	0	0	0	0	209	1	217	0	0	0	0	218	2	0	1	0	1	0	3	1	0	1	0	1	0	2	432	
4:15 PM	1	227	0	1	0	0	229	2	219	0	0	0	0	221	0	0	2	0	1	0	2	0	0	3	0	0	0	3	455	
4:30 PM	1	232	2	0	0	0	235	2	210	0	0	0	0	212	0	0	5	0	0	0	5	0	0	3	0	0	0	3	455	
4:45 PM	3	223	0	0	0	0	226	1	215	1	0	0	0	217	1	0	2	0	1	0	3	0	0	4	0	1	0	4	450	1,792
5:00 PM	4	248	1	0	0	0	253	2	251	1	0	0	0	254	0	0	5	0	1	0	5	1	0	5	0	1	0	6	518	1,878
5:15 PM	1	230	1	1	0	0	233	2	239	1	0	0	0	242	1	0	5	0	1	0	6	0	0	4	0	1	0	4	485	1,908
5:30 PM	1	211	1	0	0	0	213	1	201	0	0	0	0	202	1	0	5	0	4	0	6	0	0	2	0	0	0	2	423	1,876
5:45 PM	4	179	2	0	0	0	185	2	185	1	0	0	0	188	0	0	3	0	2	0	3	1	0	3	0	2	0	4	380	1,806
TOTALS	17	1,757	7	2	0	0	1,783	13	1,737	4	0	0	0	1,754	5	0	28	0	11	0	33	3	0	25	0	6	0	28	3,598	

WEEKDAY, PM PEAK HOUR SUMMARY

SEASONAL/ DAILY ADJ. FACTOR	WEST LYNDALE AVENUE							WEST LYNDALE AVENUE							NORTH PARK AVENUE							NORTH PARK AVENUE							INTERSECTION
	Eastbound (From the West)							Westbound (From the East)							Northbound (From the South)							Southbound (From the North)							
	1.000	1.029	1.000	1.000	1.000	1.000		1.000	1.029	1.000	1.000	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000		
START TIME	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	VEHICLE TOTALS
4:30 PM	1	232	2	0	0	0	235	2	210	0	0	0	0	212	0	0	5	0	0	0	5	0	0	3	0	0	0	3	455
4:45 PM	3	223	0	0	0	0	226	1	215	1	0	0	0	217	1	0	2	0	1	0	3	0	0	4	0	1	0	4	450
5:00 PM	4	248	1	0	0	0	253	2	251	1	0	0	0	254	0	0	5	0	1	0	5	1	0	5	0	1	0	6	518
5:15 PM	1	230	1	1	0	0	233	2	239	1	0	0	0	242	1	0	5	0	1	0	6	0	0	4	0	1	0	4	485
TOTALS	9	933	4	1	0	0	947	7	915	3	0	0	0	925	2	0	17	0	3	0	19	1	0	16	0	3	0	17	1,908
PEAK HOUR FACTOR	0.56	0.94	0.50	0.25	0.00	0.00	0.94	0.88	0.91	0.75	0.00	0.00	0.00	0.91	0.50	0.00	0.85	0.00	0.75	0.00	0.79	0.25	0.00	0.80	0.00	0.75	0.00	0.71	0.92
% HEAVY VEHICLES	0.00%	0.80%	0.00%	0.00%			0.79%	0.00%	1.04%	0.00%	0.00%			1.03%	0.00%	0.00%	0.00%	0.00%			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		0.00%	0.89%





Intersection Turning Movement Count Summary

West Lyndale Avenue & North Benton Avenue

Helena, Lewis & Clark County, Montana

Date Count Performed: January 18 & 19, 2023 (Wednesday & Thursday)

Count Time Periods: Weekday, AM & PM Peaks (7:00 - 9:00 a.m. & 4:00 - 6:00 p.m.)

Data Collection Method: Video Traffic Recorder | Unit E5-05

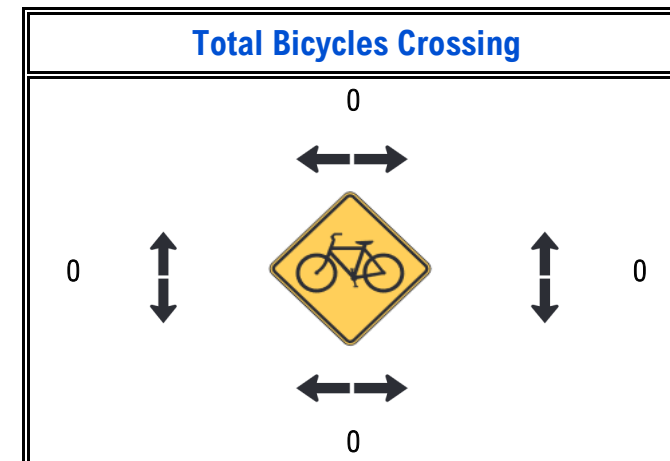
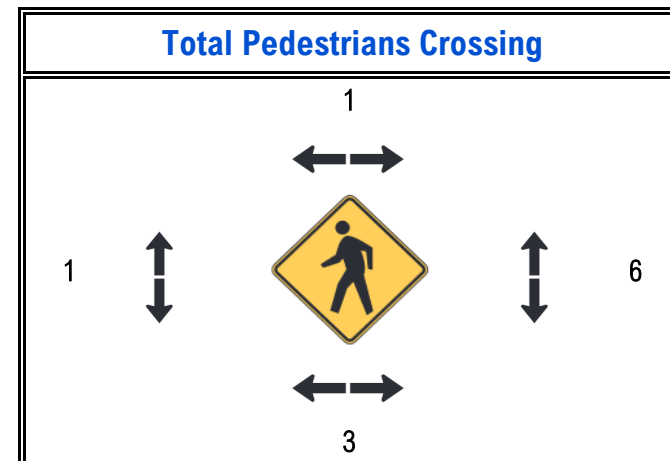
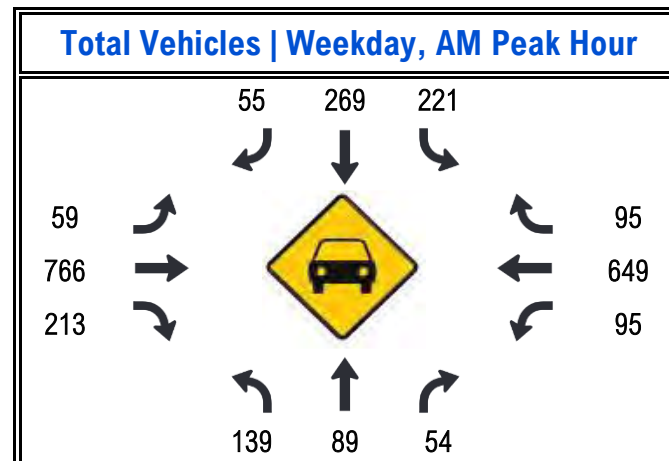
Setup Location: Latitude: 46° 35'54.82" N | Longitude: 112° 02'27.13" W

WEEKDAY, AM PEAK PERIOD

SEASONAL/ DAILY ADJ. FACTOR	WEST LYNDALE AVENUE							WEST LYNDALE AVENUE							NORTH BENTON AVENUE							NORTH BENTON AVENUE							INTERSECTION	HOURLY
	Eastbound (From the West)							Westbound (From the East)							Northbound (From the South)							Southbound (From the North)								
	1.030	1.029	1.029	1.000	1.000	1.000		1.029	1.029	1.030	1.000	1.000	1.000		1.029	1.030	1.029	1.000	1.000	1.000		1.029	1.029	1.029	1.000	1.000	1.000			
START TIME	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	VEHICLE TOTALS	VOLUME
7:00 AM	8	112	28	0	1	0	148	11	89	9	0	2	0	109	20	9	6	0	0	0	35	21	24	4	0	1	0	49	341	
7:15 AM	6	123	38	0	0	0	167	19	122	16	0	0	0	157	20	7	10	0	0	0	37	38	40	7	0	1	0	85	446	
7:30 AM	7	176	43	0	0	0	226	16	165	20	0	0	0	201	31	18	12	0	1	0	61	46	52	9	0	0	0	107	595	
7:45 AM	18	222	65	0	0	0	305	25	225	28	0	5	0	278	42	21	12	0	1	0	75	64	87	23	0	1	0	174	832	2,214
8:00 AM	26	209	45	0	1	0	280	29	137	23	0	1	0	189	44	25	13	0	1	0	82	58	62	12	0	0	0	132	683	2,556
8:15 AM	8	159	60	0	0	0	227	25	122	24	0	0	0	171	22	25	17	0	0	0	64	53	68	11	0	0	0	132	594	2,704
8:30 AM	9	136	47	0	2	0	192	23	118	22	0	0	0	163	31	16	14	0	0	0	61	39	51	9	0	0	0	99	515	2,624
8:45 AM	11	148	42	0	1	0	201	20	124	19	0	1	0	163	29	13	24	0	1	0	66	38	40	6	0	1	0	84	514	2,306
TOTALS	93	1,285	368	0	5	0	1,746	168	1,102	161	0	9	0	1,431	239	134	108	0	4	0	481	357	424	81	0	4	0	862	4,520	

WEEKDAY, AM PEAK HOUR SUMMARY

SEASONAL/ DAILY ADJ. FACTOR	WEST LYNDALE AVENUE							WEST LYNDALE AVENUE							NORTH BENTON AVENUE							NORTH BENTON AVENUE							INTERSECTION
	Eastbound (From the West)							Westbound (From the East)							Northbound (From the South)							Southbound (From the North)							
	1.030	1.029	1.029	1.000	1.000	1.000		1.029	1.029	1.030	1.000	1.000	1.000		1.029	1.030	1.029	1.000	1.000	1.000		1.029	1.029	1.029	1.000	1.000	1.000		
START TIME	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	VEHICLE TOTALS
7:30 AM	7	176	43	0	0	0	226	16	165	20	0	0	0	201	31	18	12	0	1	0	61	46	52	9	0	0	0	107	595
7:45 AM	18	222	65	0	0	0	305	25	225	28	0	5	0	278	42	21	12	0	1	0	75	64	87	23	0	1	0	174	832
8:00 AM	26	209	45	0	1	0	280	29	137	23	0	1	0	189	44	25	13	0	1	0	82	58	62	12	0	0	0	132	683
8:15 AM	8	159	60	0	0	0	227	25	122	24	0	0	0	171	22	25	17	0	0	0	64	53	68	11	0	0	0	132	594
TOTALS	59	766	213	0	1	0	1,038	95	649	95	0	6	0	839	139	89	54	0	3	0	282	221	269	55	0	1	0	545	2,704
PEAK HOUR FACTOR	0.57	0.86	0.82	0.00	0.25	0.00	0.85	0.82	0.72	0.85	0.00	0.30	0.00	0.75	0.79	0.89	0.79	0.00	0.75	0.00	0.86	0.86	0.77	0.60	0.00	0.25	0.00	0.78	0.81
% HEAVY VEHICLES	4.30%	2.18%	1.63%	0.00%			2.18%	0.60%	2.81%	4.97%	0.00%			2.80%	1.26%	2.99%	1.85%	0.00%			1.87%	2.80%	0.71%	9.88%	0.00%		2.44%	2.39%	





Intersection Turning Movement Count Summary

West Lyndale Avenue & North Benton Avenue

Helena, Lewis & Clark County, Montana

Date Count Performed: January 18 & 19, 2023 (Wednesday & Thursday)

Count Time Periods: Weekday, AM & PM Peaks (7:00 - 9:00 a.m. & 4:00 - 6:00 p.m.)

Data Collection Method: Video Traffic Recorder | Unit E5-05

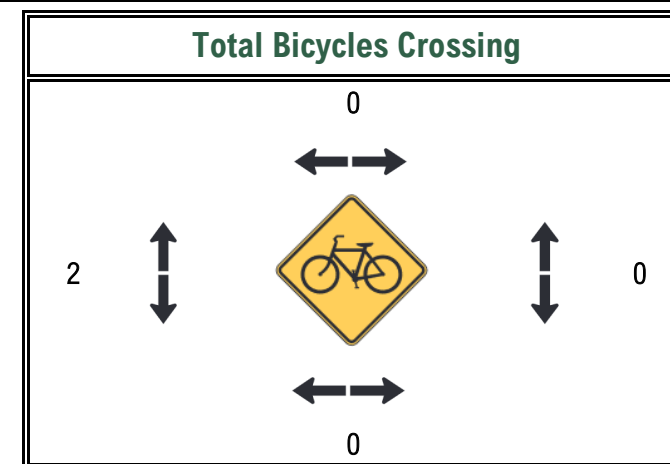
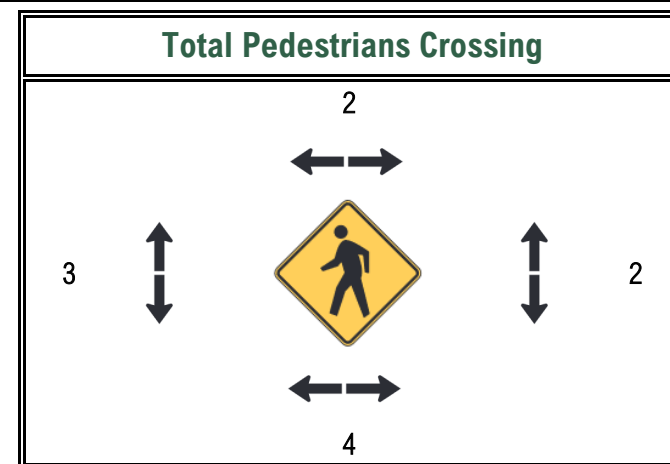
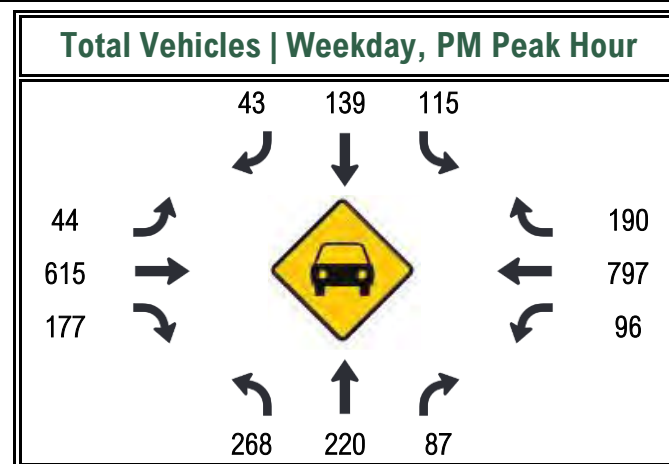
Setup Location: Latitude: 46° 35'54.82" N | Longitude: 112° 02'27.13" W

WEEKDAY, PM PEAK PERIOD

SEASONAL/ DAILY ADJ. FACTOR	WEST LYNDALE AVENUE							WEST LYNDALE AVENUE							NORTH BENTON AVENUE							NORTH BENTON AVENUE							INTERSECTION	HOURLY
	Eastbound (From the West)							Westbound (From the East)							Northbound (From the South)							Southbound (From the North)								
	1.030	1.029	1.029	1.000	1.000	1.000		1.029	1.029	1.030	1.000	1.000	1.000		1.029	1.030	1.029	1.000	1.000	1.000		1.029	1.029	1.029	1.000	1.000	1.000			
START TIME	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	VEHICLE TOTALS	VOLUME
4:00 PM	19	151	38	0	0	0	208	21	178	34	0	0	0	233	66	48	23	0	0	0	137	36	39	10	0	0	0	85	663	
4:15 PM	12	160	43	0	2	0	215	23	163	29	0	1	0	215	55	39	28	0	0	0	122	34	35	7	0	1	0	76	628	
4:30 PM	14	168	43	0	1	0	225	27	175	40	0	0	0	242	59	43	22	0	0	0	124	27	25	10	0	0	0	62	653	
4:45 PM	7	152	50	0	0	0	209	19	184	32	0	2	0	235	59	48	21	0	2	0	128	34	42	11	0	1	0	87	659	2,603
5:00 PM	11	168	38	0	1	1	217	20	211	68	0	0	0	299	83	79	20	0	1	0	182	27	37	11	0	1	0	75	773	2,713
5:15 PM	12	127	46	0	1	1	185	30	227	50	0	0	0	307	67	50	24	0	1	0	141	27	35	11	0	0	0	73	706	2,791
5:30 PM	11	123	32	0	4	0	166	24	191	41	0	0	0	256	49	37	17	0	2	1	103	25	31	11	0	1	1	67	592	2,730
5:45 PM	10	116	39	0	1	0	165	16	159	37	0	1	0	212	48	35	15	0	2	0	98	24	32	11	0	1	0	67	542	2,613
TOTALS	96	1,165	329	0	10	2	1,590	180	1,488	331	0	4	0	1,999	486	379	170	0	8	1	1,035	234	276	82	0	5	1	592	5,216	

WEEKDAY, PM PEAK HOUR SUMMARY

SEASONAL/ DAILY ADJ. FACTOR	WEST LYNDALE AVENUE							WEST LYNDALE AVENUE							NORTH BENTON AVENUE							NORTH BENTON AVENUE							INTERSECTION
	Eastbound (From the West)							Westbound (From the East)							Northbound (From the South)							Southbound (From the North)							
	1.030	1.029	1.029	1.000	1.000	1.000		1.029	1.029	1.030	1.000	1.000	1.000		1.029	1.030	1.029	1.000	1.000	1.000		1.029	1.029	1.029	1.000	1.000	1.000		
START TIME	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	VEHICLE TOTALS
4:30 PM	14	168	43	0	1	0	225	27	175	40	0	0	0	242	59	43	22	0	0	0	124	27	25	10	0	0	0	62	653
4:45 PM	7	152	50	0	0	0	209	19	184	32	0	2	0	235	59	48	21	0	2	0	128	34	42	11	0	1	0	87	659
5:00 PM	11	168	38	0	1	1	217	20	211	68	0	0	0	299	83	79	20	0	1	0	182	27	37	11	0	1	0	75	773
5:15 PM	12	127	46	0	1	1	185	30	227	50	0	0	0	307	67	50	24	0	1	0	141	27	35	11	0	0	0	73	706
TOTALS	44	615	177	0	3	2	836	96	797	190	0	2	0	1,083	268	220	87	0	4	0	575	115	139	43	0	2	0	297	2,791
PEAK HOUR FACTOR	0.79	0.92	0.89	0.00	0.75	0.50	0.93	0.80	0.88	0.70	0.00	0.25	0.00	0.88	0.81	0.70	0.91	0.00	0.50	0.00	0.79	0.85	0.83	0.98	0.00	0.50	0.00	0.85	0.90
% HEAVY VEHICLES	1.04%	1.63%	0.61%	0.00%			1.38%	0.00%	0.94%	0.60%	0.00%			0.80%	0.62%	0.26%	0.59%	0.00%			0.48%	0.00%	0.72%	2.44%	0.00%		0.68%	0.90%	





Intersection Turning Movement Count Summary

North Benton Avenue & Wilder Avenue

Helena, Lewis & Clark County, Montana

Date Count Performed: January 18 & 19, 2023 (Wednesday & Thursday)

Count Time Periods: Weekday, AM & PM Peaks(7:00 - 9:00 a.m. & 4:00 - 6:00 p.m.)

Data Collection Method: Video Traffic Recorder | Unit E5-04

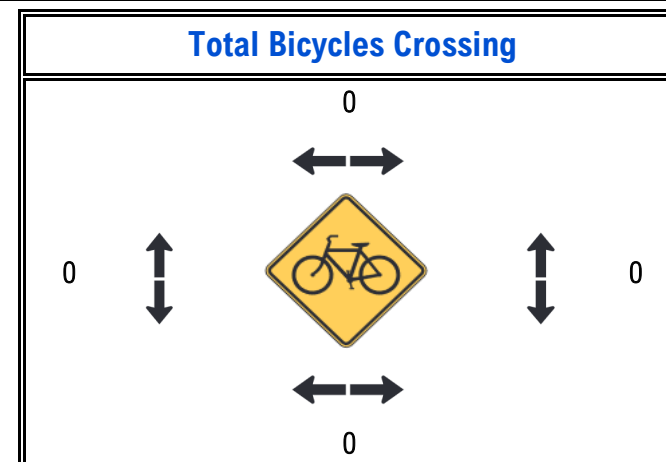
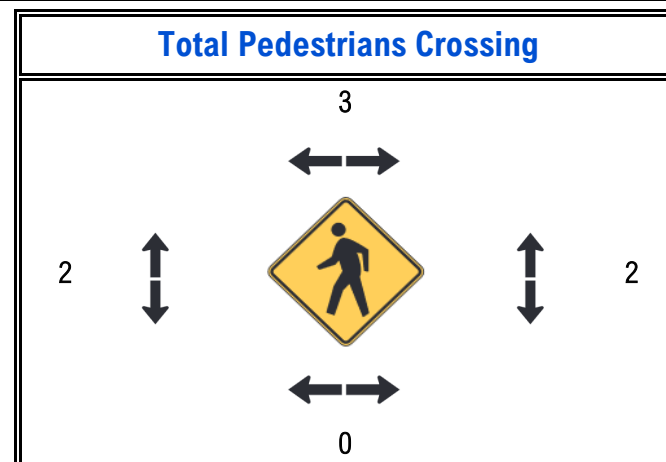
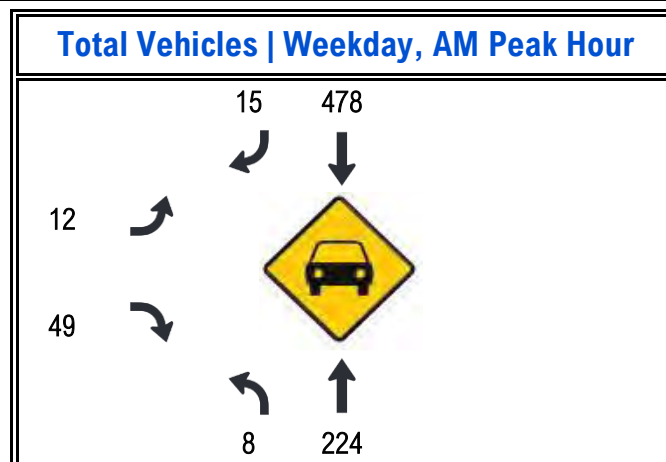
Setup Location: Latitude: 46° 35'58.49" N | Longitude: 112° 02'27.96" W

WEEKDAY, AM PEAK PERIOD

SEASONAL/ DAILY ADJ. FACTOR	WILDER AVENUE							NORTH BENTON AVENUE						NORTH BENTON AVENUE						INTERSECTION	HOURLY										
	Eastbound (From the West)							East Side of North Benton Avenue						Northbound (From the South)								Southbound (From the North)									
	1.000		1.000	1.000	1.000	1.000						1.000	1.000					1.000	1.030				1.000	1.000	1.000			1.000	1.030	1.000	1.000
START TIME	LEFT		RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS					PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU		U-TURN	PEDS	BIKES	VEHICLE TOTALS			THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	VEHICLE TOTALS	VOLUME
7:00 AM	2		5	0	1	0	7					1	0	0	1	26		0	0	0	27			44	5	0	0	0	49	83	
7:15 AM	2		9	0	0	0	11					0	0	0	2	26		0	0	0	28			73	4	0	0	0	77	116	
7:30 AM	2		5	0	0	0	7					0	0	0	1	36		0	0	0	37			99	3	0	1	0	102	146	
7:45 AM	3		11	0	0	0	14					1	0	0	2	59		0	0	0	61			165	3	0	1	0	168	243	588
8:00 AM	2		12	0	0	0	14					1	0	0	2	65		0	0	0	67			111	3	0	1	0	114	195	700
8:15 AM	1		16	0	1	0	17					0	0	0	2	54		0	0	0	56			117	6	0	1	0	123	196	780
8:30 AM	6		10	0	1	0	16					0	0	0	2	46		0	0	0	48			85	3	0	0	0	88	152	786
8:45 AM	3		14	0	1	1	17					0	0	0	4	44		0	0	0	48			74	5	0	1	1	79	144	687
TOTALS	21		82	0	4	1	103					3	0	0	16	356		0	0	0	372			768	32	0	5	1	800	1,275	

WEEKDAY, AM PEAK HOUR SUMMARY

SEASONAL/ DAILY ADJ. FACTOR	WILDER AVENUE							NORTH BENTON AVENUE						NORTH BENTON AVENUE						INTERSECTION										
	Eastbound (From the West)							East Side of North Benton Avenue						Northbound (From the South)							Southbound (From the North)									
	1.000		1.000	1.000	1.000	1.000						1.000	1.000					1.000	1.030			1.000	1.000	1.000			1.000	1.030	1.000	1.000
START TIME	LEFT		RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS					PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU		U-TURN	PEDS	BIKES	VEHICLE TOTALS			THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	VEHICLE TOTALS
7:45 AM	3		11	0	0	0	14					1	0	0	2	59		0	0	0	61			165	3	0	1	0	168	243
8:00 AM	2		12	0	0	0	14					1	0	0	2	65		0	0	0	67			111	3	0	1	0	114	195
8:15 AM	1		16	0	1	0	17					0	0	0	2	54		0	0	0	56			117	6	0	1	0	123	196
8:30 AM	6		10	0	1	0	16					0	0	0	2	46		0	0	0	48			85	3	0	0	0	88	152
TOTALS	12		49	0	2	0	61					2	0	0	8	224		0	0	0	232			478	15	0	3	0	493	786
PEAK HOUR FACTOR	0.50		0.77	0.00	0.50	0.00	0.90					0.50	0.00	0.00	1.00	0.86		0.00	0.00	0.00	0.87			0.72	0.63	0.00	0.75	0.00	0.73	0.81
% HEAVY VEHICLES	0.00%		6.10%	0.00%			4.85%					0.00%	12.50%	5.06%		0.00%		0.00%	0.00%	0.00%	5.38%			2.86%	9.38%	0.00%		3.13%	3.92%	
% BUSES & RVs	0.00%		1.22%	0.00%			0.97%					0.00%	0.00%	0.56%		0.00%		0.00%	0.00%	0.00%	0.54%			0.65%	0.00%	0.00%		0.63%	0.63%	





Intersection Turning Movement Count Summary

North Benton Avenue & Wilder Avenue

Helena, Lewis & Clark County, Montana

Date Count Performed: January 18 & 19, 2023 (Wednesday & Thursday)

Count Time Periods: Weekday, AM & PM Peaks(7:00 - 9:00 a.m. & 4:00 - 6:00 p.m.)

Data Collection Method: Video Traffic Recorder | Unit E5-04

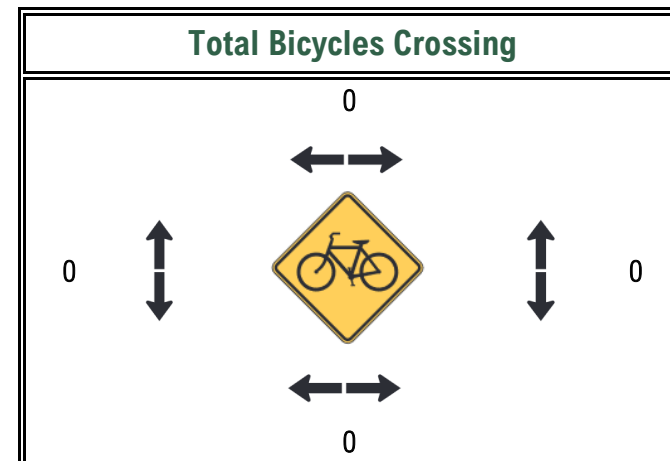
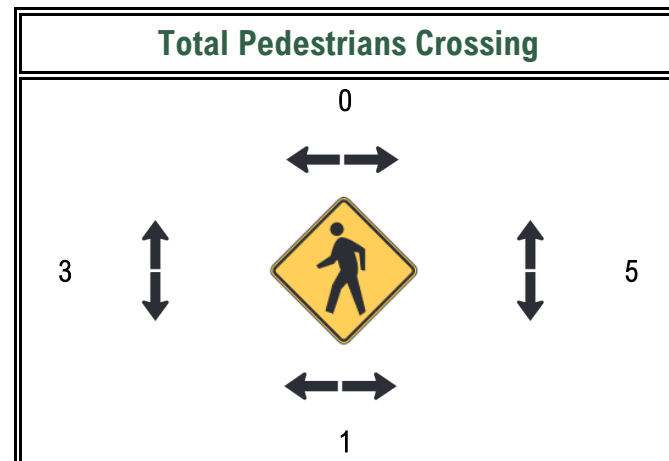
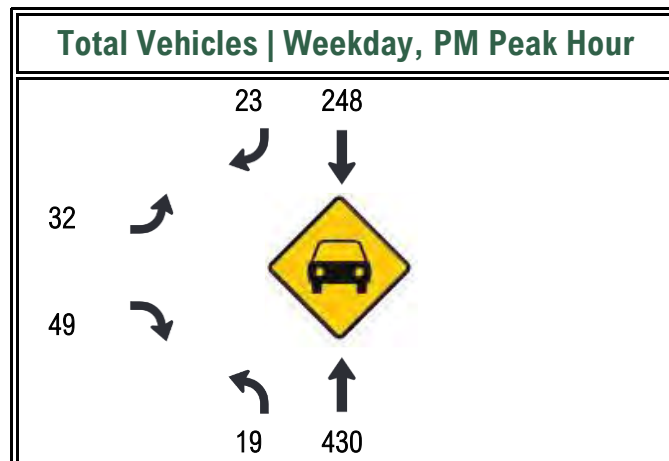
Setup Location: Latitude: 46° 35'58.49" N | Longitude: 112° 02'27.96" W

WEEKDAY, PM PEAK PERIOD

SEASONAL/ DAILY ADJ. FACTOR	WILDER AVENUE							NORTH BENTON AVENUE						NORTH BENTON AVENUE						INTERSECTION	HOURLY									
	Eastbound (From the West)							East Side of North Benton Avenue						Northbound (From the South)								Southbound (From the North)								
	1.000		1.000	1.000	1.000	1.000						1.000	1.000		1.000	1.030		1.000	1.000			1.000			1.030	1.000	1.000	1.000	1.000	
START TIME	LEFT		RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS					PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU		U-TURN	PEDS	BIKES	VEHICLE TOTALS		THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	VEHICLE TOTALS	VOLUME
4:00 PM	11		13	0	0	0	24					1	0	0	3	96		0	1	0	99		74	9	0	1	0	83	206	
4:15 PM	5		19	0	1	0	24					0	0	0	2	77		0	0	0	79		56	8	0	1	0	64	167	
4:30 PM	8		12	0	1	0	20					0	0	0	4	95		0	1	0	99		51	3	0	0	0	54	173	
4:45 PM	6		13	0	1	0	19					2	0	0	4	84		0	0	0	88		72	3	0	0	0	75	182	728
5:00 PM	8		10	0	0	0	18					0	0	0	7	152		0	1	0	159		64	3	0	0	0	67	244	766
5:15 PM	8		15	0	1	0	23					2	0	0	5	110		0	0	0	115		53	10	0	0	0	63	201	800
5:30 PM	10		11	0	1	0	21					1	0	0	3	84		0	0	0	87		59	7	0	0	0	66	174	801
5:45 PM	8		11	0	0	1	19					1	0	0	6	74		0	0	0	80		62	6	0	0	0	68	167	786
TOTALS	64		104	0	5	1	168					7	0	0	34	772		0	3	0	806		491	49	0	2	0	540	1,514	

WEEKDAY, PM PEAK HOUR SUMMARY

SEASONAL/ DAILY ADJ. FACTOR	WILDER AVENUE							NORTH BENTON AVENUE						NORTH BENTON AVENUE						INTERSECTION									
	Eastbound (From the West)							East Side of North Benton Avenue						Northbound (From the South)							Southbound (From the North)								
	1.000		1.000	1.000	1.000	1.000						1.000	1.000		1.000	1.030		1.000	1.000		1.000			1.030	1.000	1.000	1.000	1.000	
START TIME	LEFT		RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS					PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU		U-TURN	PEDS	BIKES	VEHICLE TOTALS		THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	VEHICLE TOTALS
4:45 PM	6		13	0	1	0	19					2	0	0	4	84		0	0	0	88		72	3	0	0	0	75	182
5:00 PM	8		10	0	0	0	18					0	0	0	7	152		0	1	0	159		64	3	0	0	0	67	244
5:15 PM	8		15	0	1	0	23					2	0	0	5	110		0	0	0	115		53	10	0	0	0	63	201
5:30 PM	10		11	0	1	0	21					1	0	0	3	84		0	0	0	87		59	7	0	0	0	66	174
TOTALS	32		49	0	3	0	81					5	0	0	19	430		0	1	0	449		248	23	0	0	0	271	801
PEAK HOUR FACTOR	0.80		0.82	0.00	0.75	0.00	0.88					0.63	0.00	0.00	0.68	0.71		0.00	0.25	0.00	0.71		0.86	0.58	0.00	0.00	0.00	0.90	0.82
% HEAVY VEHICLES	1.56%		1.92%	0.00%			1.79%							0.00%	2.94%	0.65%		0.00%			0.74%		0.81%	0.00%	0.00%			0.74%	0.86%
% BUSES & RVs	0.00%		0.96%	0.00%			0.60%							0.00%	0.00%	0.00%		0.00%			0.00%		0.00%	0.00%	0.00%			0.00%	0.07%





Intersection Turning Movement Count Summary

North Benton Avenue & Carroll College Service Drive

Helena, Lewis & Clark County, Montana

Date Count Performed: January 18 & 19, 2023 (Wednesday & Thursday)
Data Collection Method: Video Traffic Recorder | Unit E5-04

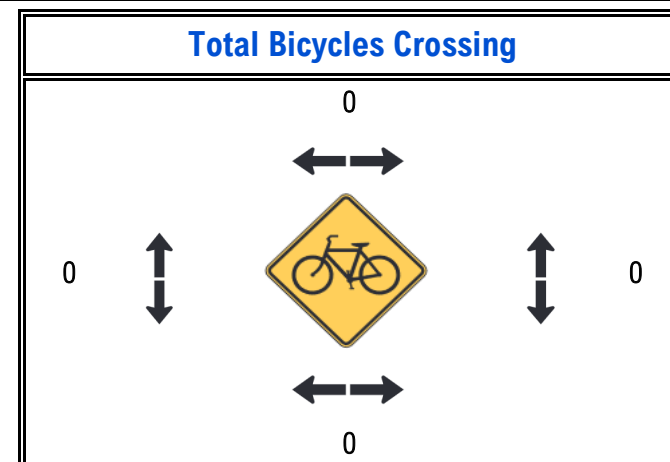
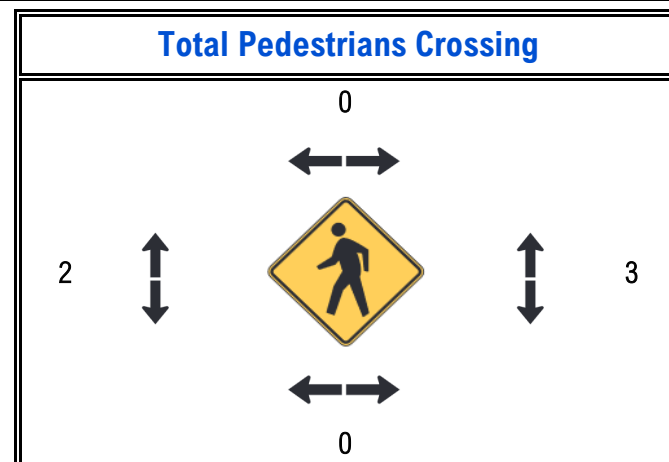
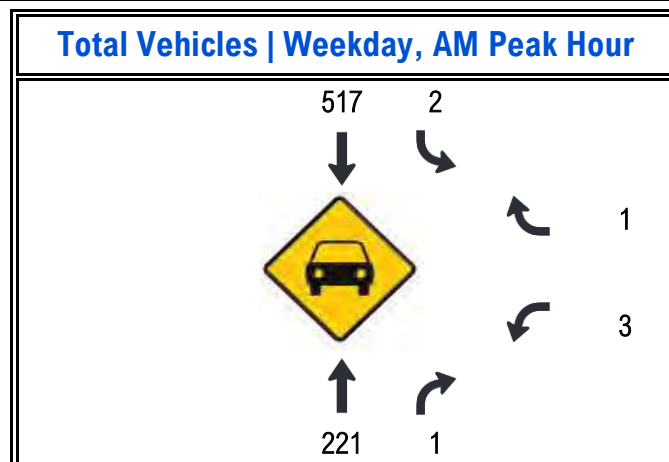
Count Time Periods: Weekday, AM & PM Peaks (7:00 - 9:00 a.m. & 4:00 - 6:00 p.m.)
Setup Location: Latitude: 46° 35'58.49" N | Longitude: 112° 02'27.96" W

WEEKDAY, AM PEAK PERIOD

SEASONAL/ DAILY ADJ. FACTOR	West Side of North Benton Avenue						CARROLL COLLEGE SERVICE DRIVE Westbound (From the East)						NORTH BENTON AVENUE Northbound (From the South)						NORTH BENTON AVENUE Southbound (From the North)						INTERSECTION	HOURLY		
	1.000		1.000		VEHICLE TOTALS		1.000		1.000		1.000		1.000		1.000		1.030		1.000		1.000		1.000				VEHICLE TOTALS	VOLUME
	PEDS	BIKES	VEHICLE TOTALS	LEFT	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	U-TURN	PEDS	BIKES	VEHICLE TOTALS							
7:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	28	1	0	0	0	0	0	0	0	0	0	0	49	79		
7:15 AM	0	0	0	2	0	0	0	0	0	0	0	0	28	1	0	0	0	0	1	78	0	0	0	0	79	110		
7:30 AM	0	0	0	1	1	0	1	0	0	0	0	0	38	0	0	0	0	0	1	104	0	0	0	0	105	145		
7:45 AM	0	0	0	0	0	0	0	0	0	2	0	0	62	0	0	0	0	0	0	173	0	0	0	0	173	235		
8:00 AM	1	0	0	0	0	0	0	0	0	1	0	0	67	0	0	0	0	0	0	115	0	0	0	0	115	182		
8:15 AM	1	0	0	2	0	0	2	0	0	0	0	0	54	1	0	0	0	0	1	125	0	0	0	0	126	183		
8:30 AM	1	0	0	0	0	0	0	0	0	0	0	0	51	0	0	0	0	0	0	91	0	1	0	0	91	142		
8:45 AM	1	0	0	2	0	0	2	0	0	0	0	0	46	1	0	0	0	0	0	80	0	0	0	0	80	129		
TOTALS	4	0	0	8	1	0	3	0	3	0	0	9	374	4	0	0	0	0	3	815	0	1	0	0	818	1,205		

WEEKDAY, AM PEAK HOUR SUMMARY

SEASONAL/ DAILY ADJ. FACTOR	West Side of North Benton Avenue						CARROLL COLLEGE SERVICE DRIVE Westbound (From the East)						NORTH BENTON AVENUE Northbound (From the South)						NORTH BENTON AVENUE Southbound (From the North)						INTERSECTION	
	1.000		1.000		VEHICLE TOTALS		1.000		1.000		1.000		1.000		1.000		1.030		1.000		1.000		1.000			VEHICLE TOTALS
	PEDS	BIKES	VEHICLE TOTALS	LEFT	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	U-TURN	PEDS	BIKES	VEHICLE TOTALS					
7:30 AM	0	0	0	1	1	0	0	0	0	0	0	0	38	0	0	0	0	0	1	104	0	0	0	0	105	145
7:45 AM	0	0	0	0	0	0	0	0	0	2	0	0	62	0	0	0	0	0	0	173	0	0	0	0	173	235
8:00 AM	1	0	0	0	0	0	0	0	0	1	0	0	67	0	0	0	0	0	0	115	0	0	0	0	115	182
8:15 AM	1	0	0	2	0	0	2	0	0	0	0	0	54	1	0	0	0	0	1	125	0	0	0	0	126	183
TOTALS	2	0	0	3	1	0	3	0	3	0	0	4	221	1	0	0	0	0	2	517	0	0	0	0	519	745
PEAK HOUR FACTOR	0.50	0.00	0.00	0.38	0.25	0.00	0.38	0.00	0.50	0.82	0.25	0.00	0.82	0.25	0.00	0.00	0.00	0.83	0.50	0.75	0.00	0.00	0.00	0.00	0.75	0.79
% HEAVY VEHICLES				0.00%	62.50%		0.00%	0.00%	55.56%	4.55%	75.00%	0.00%	5.29%	0.00%	2.45%			0.00%	0.00%			2.44%			3.73%	
% BUSES & RVs				0.00%	0.00%		0.00%	0.00%	0.00%	0.53%	0.00%	0.00%	0.53%	0.00%	0.61%			0.00%	0.00%			0.61%			0.58%	





Intersection Turning Movement Count Summary

North Benton Avenue & Carroll College Service Drive

Helena, Lewis & Clark County, Montana

Date Count Performed: January 18 & 19, 2023 (Wednesday & Thursday)

Count Time Periods: Weekday, AM & PM Peaks (7:00 - 9:00 a.m. & 4:00 - 6:00 p.m.)

Data Collection Method: Video Traffic Recorder | Unit E5-04

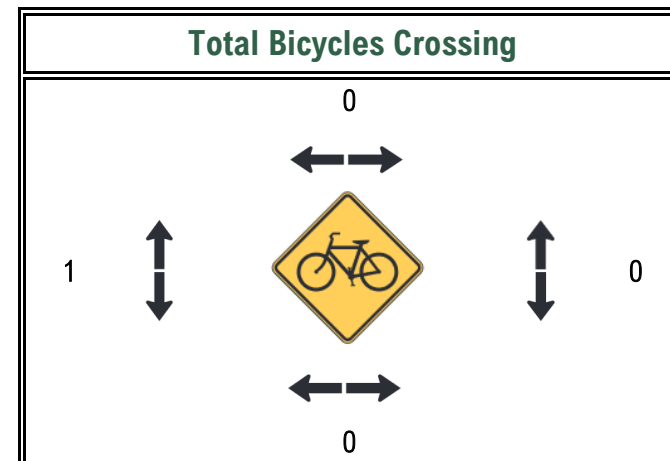
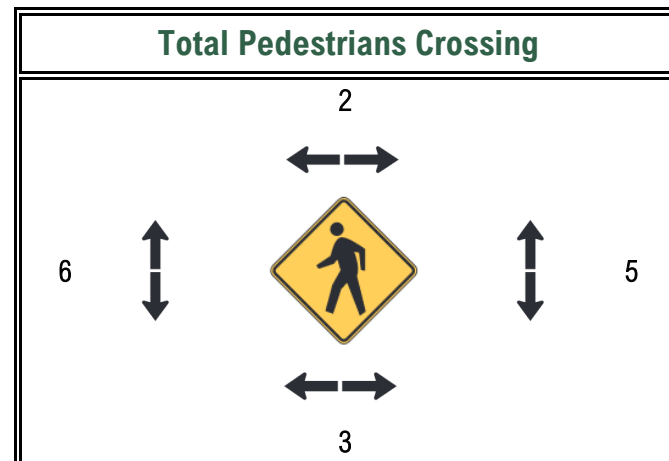
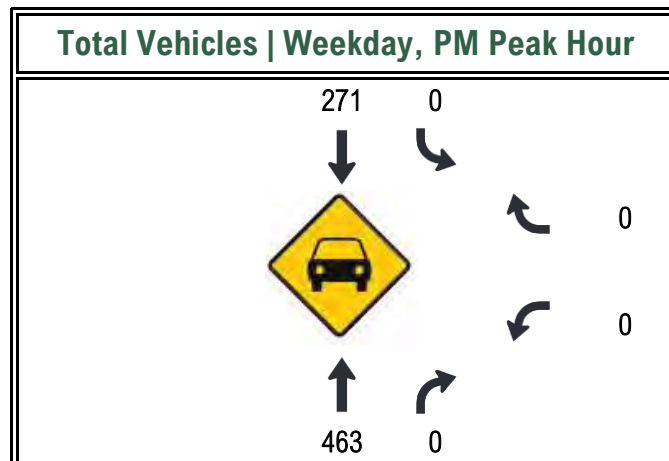
Setup Location: Latitude: 46° 35'58.49" N | Longitude: 112° 02'27.96" W

WEEKDAY, PM PEAK PERIOD

SEASONAL/ DAILY ADJ. FACTOR	CARROLL COLLEGE SERVICE DRIVE						NORTH BENTON AVENUE						NORTH BENTON AVENUE						INTERSECTION	HOURLY								
	West Side of North Benton Avenue						Westbound (From the East)						Northbound (From the South)								Southbound (From the North)							
	1.000	1.000					1.000		1.000	1.000	1.000	1.000			1.030	1.000	1.000	1.000			1.000			1.000	1.030		1.000	1.000
START TIME	PEDS	BIKES	VEHICLE TOTALS	LEFT	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	U-TURN	PEDS	BIKES	VEHICLE TOTALS	VEHICLE TOTALS	VOLUME					
4:00 PM	1	0	0	1	0	0	1	0	1	106	0	0	0	0	106	0	81	0	0	0	81	188						
4:15 PM	1	0	0	1	0	0	0	0	1	81	1	0	1	0	82	0	63	0	1	0	63	146						
4:30 PM	1	0	0	0	0	0	0	0	0	102	0	0	1	0	102	0	55	0	1	0	55	157						
4:45 PM	1	0	0	0	0	0	2	0	0	90	0	0	0	0	90	0	75	0	1	0	75	165	656					
5:00 PM	1	0	0	0	0	0	1	0	0	160	0	0	1	0	160	0	67	1	0	0	68	228	696					
5:15 PM	2	0	0	0	0	0	2	0	0	118	0	0	1	0	118	0	63	0	0	0	63	181	731					
5:30 PM	2	1	0	0	0	0	0	0	0	95	0	0	1	0	95	0	66	0	1	0	66	161	735					
5:45 PM	0	1	0	0	0	0	0	0	0	82	0	0	0	0	82	0	68	0	0	0	68	150	720					
TOTALS	9	2	0	2	0	0	6	0	2	834	1	0	5	0	835	0	538	1	4	0	539	1,376						

WEEKDAY, PM PEAK HOUR SUMMARY

SEASONAL/ DAILY ADJ. FACTOR	CARROLL COLLEGE SERVICE DRIVE						NORTH BENTON AVENUE						NORTH BENTON AVENUE						INTERSECTION									
	West Side of North Benton Avenue						Westbound (From the East)						Northbound (From the South)							Southbound (From the North)								
	1.000	1.000					1.000		1.000	1.000	1.000	1.000			1.030	1.000	1.000	1.000		1.000			1.000	1.030		1.000	1.000	1.000
START TIME	PEDS	BIKES	VEHICLE TOTALS	LEFT	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	THRU	RIGHT	U-TURN	PEDS	BIKES	VEHICLE TOTALS	LEFT	THRU	U-TURN	PEDS	BIKES	VEHICLE TOTALS	VEHICLE TOTALS						
4:45 PM	1	0	0	0	0	0	2	0	0	90	0	0	0	0	90	0	75	0	1	0	75	165						
5:00 PM	1	0	0	0	0	0	1	0	0	160	0	0	1	0	160	0	67	1	0	0	68	228						
5:15 PM	2	0	0	0	0	0	2	0	0	118	0	0	1	0	118	0	63	0	0	0	63	181						
5:30 PM	2	1	0	0	0	0	0	0	0	95	0	0	1	0	95	0	66	0	1	0	66	161						
TOTALS	6	1	0	0	0	0	5	0	0	463	0	0	3	0	463	0	271	1	2	0	272	735						
PEAK HOUR FACTOR	0.75	0.25	0.00	0.00	0.00	0.00	0.63	0.00	0.00	0.72	0.00	0.00	0.75	0.00	0.72	0.00	0.90	0.25	0.50	0.00	0.91	0.81						
% HEAVY VEHICLES																												
% BUSES & RVs																												

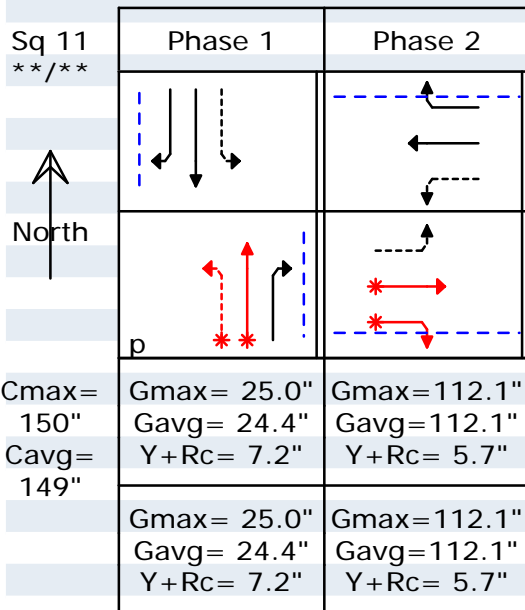




Appendix C

TEAPAC[Ver 9.50.02] - Capacity Analysis Summary (HCM 2016)

Intersection Averages for Int # 1 - W Lyndale Ave & Getchell St
 V/C 0.425 (Critical V/C 0.417) Control Delay 9.6 Level of Service A



Lane Group	Width/ Lanes	g/C Max	Avg	SatFlo	Capcty	Adj Volume	v/c	HCM Delay	L S	Queue Model 1
------------	-----------------	------------	-----	--------	--------	---------------	-----	--------------	--------	------------------

SB Approach 54.2 D

R+ T+ L	14/1	0.167	0.164	1490	286	46	0.161	54.2	D	69 ft
---------	------	-------	-------	------	-----	----	-------	------	---	-------

NB Approach 52.9 D

R	11/1			1529	250	19	0.076	53.0	D	28 ft
T+ L	13/1	0.167	0.164	1610	305	16	0.052	52.8	*D	23 ft

WB Approach 8.5 A

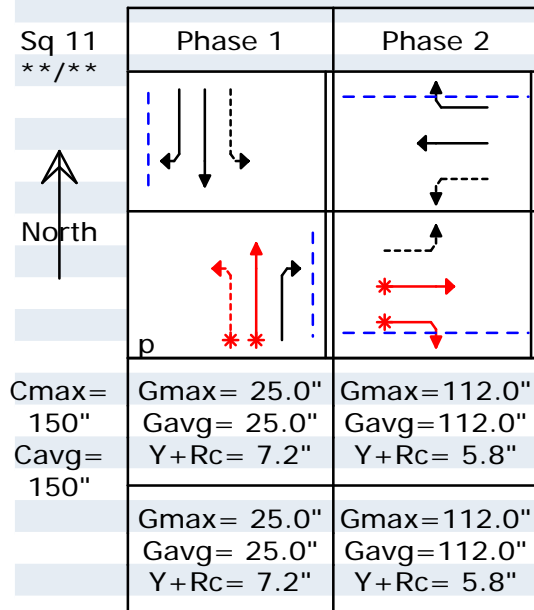
R+ T	24/2	0.747	0.752	3537	2654	1104	0.416	7.7	A	475 ft
L	13/1	0.747	0.752	443	321	100	0.312	16.8	B	86 ft

EB Approach 7.9 A

R+ T	24/2	0.747	0.752	3648	2738	1277	0.466	7.8	*A	507 ft
L	13/1	0.747	0.752	545	395	19	0.048	10.3	B+	11 ft

TEAPAC[Ver 9.50.02] - Capacity Analysis Summary (HCM 2016)

Intersection Averages for Int # 1 - W Lyndale Ave & Getchell St
 V/C 0.371 (Critical V/C 0.413) Control Delay 11.7 Level of Service B+



Lane Group	Width/ Lanes	g/C Max	g/C Avg	SatFlo	Capcty	Adj Volume	v/c	HCM Delay	L S	Queue Model 1
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SB Approach 59.3 E+

R+ T+ L	14/1	0.167	0.167	1239	247	89	0.360	59.3	E+	135 ft
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NB Approach 54.2 D

R	11/1			1576	263	41	0.156	53.6	D	60 ft
T+ L	13/1	0.167	0.167	1430	284	63	0.222	54.6	*D	94 ft

WB Approach 8.1 A

R+ T	24/2	0.747	0.747	3629	2709	1109	0.409	7.8	A	476 ft
L	13/1	0.747	0.747	583	427	71	0.166	11.3	B+	46 ft

EB Approach 7.4 A

R+ T	24/2	0.747	0.747	3680	2748	1012	0.368	7.4	*A	427 ft
L	13/1	0.747	0.747	542	392	15	0.038	10.4	B+	9 ft



Traffic Signal Timing Evaluation

Analysis Case: 2023 Existing Conditions | Weekday, AM Peak Hour

Major Roadway: West Lyndale Avenue	Design or Posted Speed Limit: 35 mph
Minor Roadway: Getchell Street / Hunthausen Way	Design or Posted Speed Limit: 25 mph

Minimum Green Interval Duration

Minimum Green to Satisfy Drive Expectancy			Pedestrian Walk Interval	
Signal Phase Type	Facility Type	Minimum Green Needed to Satisfy Driver Expectancy (G_e)	Conditions	Walk Interval Duration (PW)
Through Movements	Major Arterial (Speed Limit > 40 mph)	10 to 15 seconds	High pedestrian volume areas (e.g., schools, central business districts, sports venues, etc.)	10 to 15 seconds
	Major Arterial (Speed Limit ≤ 40 mph)	7 to 15 seconds	Typical pedestrian volume and longer cycle length	7 to 10 seconds
	Minor Arterial	4 to 10 seconds	Typical pedestrian volume and shorter cycle length	7 seconds
	Collector, Local, Driveway	2 to 10 seconds	Negligible pedestrian volume	4 seconds
Left Turns	Any	2 to 5 seconds	Conditions where older pedestrians are present	Distance to center of road divided by 3.0 feet per second

Source: United States Department of Transportation - Federal Highway Administration, *Signal Timing Manual* (June 2008)

Selected Minimum Green Interval Durations for Intersection Based on Driver Expectancy		Selected Pedestrian Walk Interval	
West Lyndale Avenue:	15 sec	7 sec	
Getchell Street / Hunthausen Way:	6 sec	7 sec	

Pedestrian Clearance Interval (Flashing Don't Walk) Duration

$PC = W_C / V_P$ where: PC = Pedestrian Clearance Time (sec) W_C = Width of Crossing - Curb to Curb (ft)
 V_P = Pedestrian Walking Speed (ft/sec) Design Pedestrian Walking Speed, V_P = 3.5 ft/sec

West Lyndale Avenue
Pedestrian Crossing of Getchell Street / Hunthausen Way
 Width of Crossing - Curb to Curb, W_C = 47 ft
Calculated Pedestrian Clearance Interval, PC = 13.43 sec

Getchell Street / Hunthausen Way
Pedestrian Crossing of West Lyndale Avenue
 Width of Crossing - Curb to Curb, W_C = 91 ft
Calculated Pedestrian Clearance Interval, PC = 26.00 sec

Maximum Green Interval Duration

$G_{MAX} = (D_{HV} \cdot C) / (1200 \cdot n) + 1$ where: G_{MAX} = Maximum Green Interval Duration (sec) n = Number of Lanes Served by Subject Phase
 D_{HV} = Design Hourly Volume Served by Subject Phase (veh / hr) C = Cycle Length (sec)

West Lyndale Avenue Critical Movement
 $D_{HV} = 1,001$ veh/hr $C = 150$ sec $n = 2$
Calculated Maximum Green Interval Duration, $G_{MAX} = 62.54$ sec
Rounded to Nearest Tenth of a Second = 62.5 sec

Getchell Street / Hunthausen Way Critical Movement
 $D_{HV} = 50$ veh/hr $C = 150$ sec $n = 1$
Calculated Maximum Green Interval Duration, $G_{MAX} = 6.24$ sec
Rounded to Nearest Tenth of a Second = 6.2 sec



Traffic Signal Timing Evaluation

Analysis Case: 2023 Existing Conditions | Weekday, AM Peak Hour

Major Roadway: West Lyndale Avenue	Design or Posted Speed Limit: 35 mph
Minor Roadway: Getchell Street / Hunthausen Way	Design or Posted Speed Limit: 25 mph

Total Vehicular Clearance Interval

$YAR = t + V/2d + (W + L) / V$ where:

YAR = Yellow + All-Red Interval (sec)	t = Perception-Reaction Time (sec)	=	1.0 sec
V = Approach Speed (ft/sec)	d = Deceleration Rate (ft/sec ²)	=	10.0 ft/sec ²
W = Width of Intersection (ft)	L = Length of Vehicle (ft)	=	25 ft

West Lyndale Avenue Approaches

Getchell Street / Hunthausen Way Approaches

<p>V = 35 mph = 51.33 ft/sec W = 95 ft</p> <p><i>Yellow + All-Red Clearance Interval, YAR = 5.90 sec</i></p> <p><i>Rounded to Nearest Tenth of a Second = 5.9 sec</i></p>	<p>V = 25 mph = 36.67 ft/sec W = 135 ft</p> <p><i>Yellow + All-Red Clearance Interval, YAR = 7.20 sec</i></p> <p><i>Rounded to Nearest Tenth of a Second = 7.2 sec</i></p>
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All-Red Clearance Interval

$AR = [(W + L) / V] - 1$ where:

AR = All-Red Clearance Interval (sec) - Use maximum of 2.50 seconds

Equation accounts for perception-reaction time of drivers in next conflicting phase to be served.

West Lyndale Avenue Approaches

Getchell Street / Hunthausen Way Approaches

<p><i>All-Red Clearance Interval, AR = 1.34 sec</i></p> <p><i>Rounded to Nearest Tenth of a Second = 1.3 sec</i></p>	<p><i>All-Red Clearance Interval, AR = 2.50 sec</i></p> <p><i>Rounded to Nearest Tenth of a Second = 2.5 sec</i></p>
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Yellow Phase Change Interval

$Y = YAR - AR$ where:

Y = Yellow Phase Change Interval (sec)
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West Lyndale Avenue Approaches

Getchell Street / Hunthausen Way Approaches

<p><i>Yellow Phase Change Interval, Y = 4.57 sec</i></p> <p><i>Rounded to Nearest Tenth of a Second = 4.6 sec</i></p>	<p><i>Yellow Phase Change Interval, Y = 4.70 sec</i></p> <p><i>Rounded to Nearest Tenth of a Second = 4.7 sec</i></p>
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Traffic Signal Timing Evaluation

Analysis Case: 2022 Existing Conditions | Weekday, PM Peak Hour

Major Roadway: West Lyndale Avenue	Design or Posted Speed Limit: 35 mph
Minor Roadway: Getchell Street / Hunthausen Way	Design or Posted Speed Limit: 25 mph

Minimum Green Interval Duration

Minimum Green to Satisfy Drive Expectancy			Pedestrian Walk Interval	
Signal Phase Type	Facility Type	Minimum Green Needed to Satisfy Driver Expectancy (G_e)	Conditions	Walk Interval Duration (PW)
Through Movements	Major Arterial (Speed Limit > 40 mph)	10 to 15 seconds	High pedestrian volume areas (e.g., schools, central business districts, sports venues, etc.)	10 to 15 seconds
	Major Arterial (Speed Limit ≤ 40 mph)	7 to 15 seconds	Typical pedestrian volume and longer cycle length	7 to 10 seconds
	Minor Arterial	4 to 10 seconds	Typical pedestrian volume and shorter cycle length	7 seconds
	Collector, Local, Driveway	2 to 10 seconds	Negligible pedestrian volume	4 seconds
Left Turns	Any	2 to 5 seconds	Conditions where older pedestrians are present	Distance to center of road divided by 3.0 feet per second

Source: United States Department of Transportation - Federal Highway Administration, *Signal Timing Manual* (June 2008)

Selected Minimum Green Interval Durations for Intersection Based on Driver Expectancy		Selected Pedestrian Walk Interval	
West Lyndale Avenue:	15 sec	7 sec	
Getchell Street / Hunthausen Way:	6 sec	7 sec	

Pedestrian Clearance Interval (Flashing Don't Walk) Duration

$PC = W_C / V_P$ where: PC = Pedestrian Clearance Time (sec) W_C = Width of Crossing - Curb to Curb (ft)
 V_P = Pedestrian Walking Speed (ft/sec) Design Pedestrian Walking Speed, V_P = 3.5 ft/sec

West Lyndale Avenue
Pedestrian Crossing of Getchell Street / Hunthausen Way
 Width of Crossing - Curb to Curb, W_C = 47 ft
Calculated Pedestrian Clearance Interval, PC = 13.43 sec

Getchell Street / Hunthausen Way
Pedestrian Crossing of West Lyndale Avenue
 Width of Crossing - Curb to Curb, W_C = 91 ft
Calculated Pedestrian Clearance Interval, PC = 26.00 sec

Maximum Green Interval Duration

$G_{MAX} = (D_{HV} \cdot C) / (1200 \cdot n) + 1$ where: G_{MAX} = Maximum Green Interval Duration (sec) n = Number of Lanes Served by Subject Phase
 D_{HV} = Design Hourly Volume Served by Subject Phase (veh / hr) C = Cycle Length (sec)

West Lyndale Avenue Critical Movement
 $D_{HV} = 997$ veh/hr $C = 150$ sec $n = 2$
Calculated Maximum Green Interval Duration, $G_{MAX} = 62.29$ sec
Rounded to Nearest Tenth of a Second = 62.3 sec

Getchell Street / Hunthausen Way Critical Movement
 $D_{HV} = 125$ veh/hr $C = 150$ sec $n = 1$
Calculated Maximum Green Interval Duration, $G_{MAX} = 15.61$ sec
Rounded to Nearest Tenth of a Second = 15.6 sec



Traffic Signal Timing Evaluation

Analysis Case: 2022 Existing Conditions | Weekday, PM Peak Hour

Major Roadway: West Lyndale Avenue	Design or Posted Speed Limit: 35 mph
Minor Roadway: Getchell Street / Hunthausen Way	Design or Posted Speed Limit: 25 mph

Total Vehicular Clearance Interval

$$YAR = t + V/2d + (W + L) / V$$
 where:

YAR = Yellow + All-Red Interval (sec)	t = Perception-Reaction Time (sec)	=	1.0 sec
V = Approach Speed (ft/sec)	d = Deceleration Rate (ft/sec ²)	=	10.0 ft/sec ²
W = Width of Intersection (ft)	L = Length of Vehicle (ft)	=	25 ft

West Lyndale Avenue Approaches

Getchell Street / Hunthausen Way Approaches

$V = 35 \text{ mph} = 51.33 \text{ ft/sec}$	$V = 25 \text{ mph} = 36.67 \text{ ft/sec}$
$W = 95 \text{ ft}$	$W = 135 \text{ ft}$
<i>Yellow + All-Red Clearance Interval, YAR = 5.90 sec</i>	<i>Yellow + All-Red Clearance Interval, YAR = 7.20 sec</i>
<i>Rounded to Nearest Tenth of a Second = 5.9 sec</i>	<i>Rounded to Nearest Tenth of a Second = 7.2 sec</i>

All-Red Clearance Interval

$$AR = [(W + L) / V] - 1$$
 where: AR = All-Red Clearance Interval (sec) - Use maximum of 2.50 seconds

Equation accounts for perception-reaction time of drivers in next conflicting phase to be served.

West Lyndale Avenue Approaches

Getchell Street / Hunthausen Way Approaches

<i>All-Red Clearance Interval, AR = 1.34 sec</i>	<i>All-Red Clearance Interval, AR = 2.50 sec</i>
<i>Rounded to Nearest Tenth of a Second = 1.3 sec</i>	<i>Rounded to Nearest Tenth of a Second = 2.5 sec</i>

Yellow Phase Change Interval

$$Y = YAR - AR$$
 where: Y = Yellow Phase Change Interval (sec)

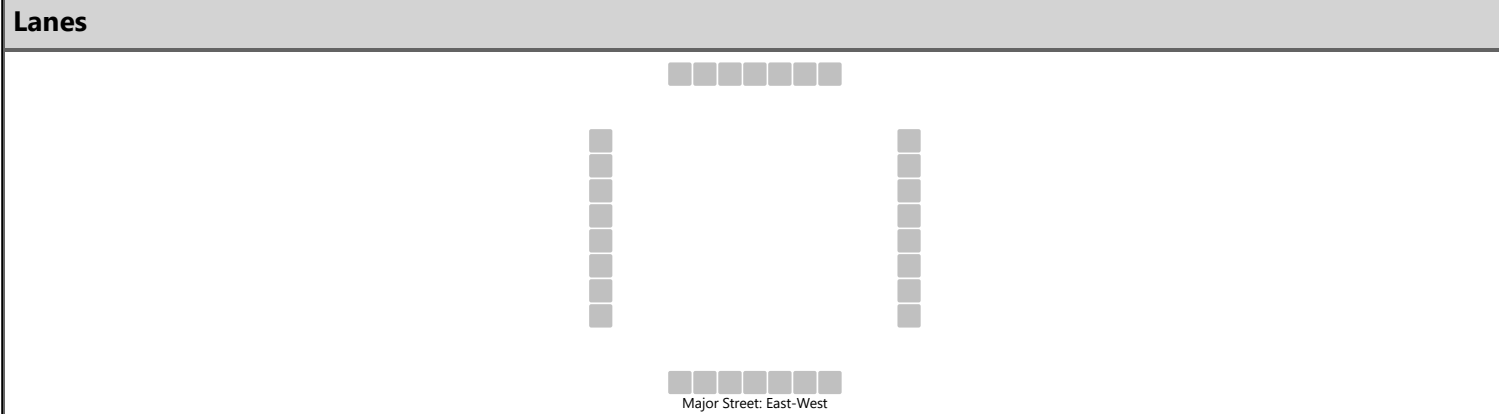
West Lyndale Avenue Approaches

Getchell Street / Hunthausen Way Approaches

<i>Yellow Phase Change Interval, Y = 4.57 sec</i>	<i>Yellow Phase Change Interval, Y = 4.70 sec</i>
<i>Rounded to Nearest Tenth of a Second = 4.6 sec</i>	<i>Rounded to Nearest Tenth of a Second = 4.7 sec</i>

HCS Two-Way Stop-Control Report

General Information				Site Information			
Analyst	T. Eastwood			Intersection	Lyndale & Park		
Agency/Co.	E5 Engineering, PLLC			Jurisdiction	MDT & City of Helena		
Date Performed	1/26/2023			East/West Street	West Lyndale Avenue		
Analysis Year	2023			North/South Street	North Park Avenue		
Time Analyzed	Weekday, AM Peak Hour			Peak Hour Factor	0.80		
Intersection Orientation	East-West			Analysis Time Period (hrs)	0.25		
Project Description	Carroll College ZMA						



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Priority																
Number of Lanes	0	1	2	0	0	1	2	0		0	1	0		0	1	0
Configuration		L	T	TR		L	T	TR			LTR				LTR	
Volume (veh/h)	0	11	1029	3	1	10	835	10		0	0	9		3	0	8
Percent Heavy Vehicles (%)	0	0			0	0				0	0	0		0	0	0
Proportion Time Blocked		0.150				0.000					0.250	0.000		0.250	0.250	0.050
Percent Grade (%)									2				-2			
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

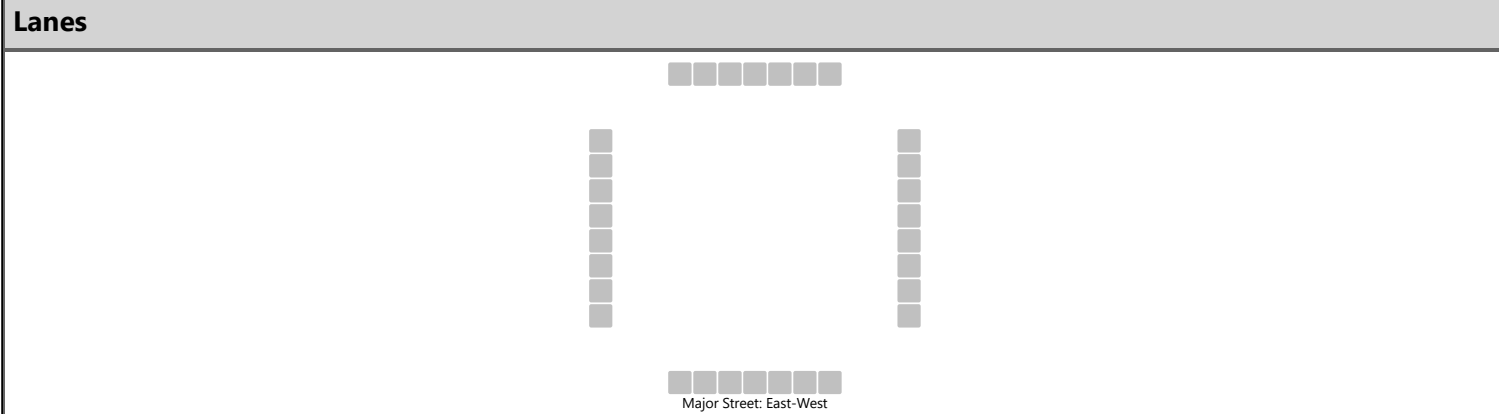
Base Critical Headway (sec)		4.1			6.4	4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)		4.10			6.40	4.10				7.90	6.90	7.10		7.10	6.10	6.70
Base Follow-Up Headway (sec)		2.2			2.5	2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.20			2.50	2.20				3.50	4.00	3.30		3.50	4.00	3.30

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		14			14					11				14		
Capacity, c (veh/h)		759			476					402				237		
v/c Ratio		0.02			0.03					0.03				0.06		
95% Queue Length, Q ₉₅ (veh)		0.1			0.1					0.1				0.2		
Control Delay (s/veh)		9.8	0.2		12.8	0.3				14.2				21.1		
Level of Service (LOS)		A	A		B	A				B				C		
Approach Delay (s/veh)		0.3			0.5					14.2			21.1			
Approach LOS		A			A					B			C			

HCS Two-Way Stop-Control Report

General Information				Site Information			
Analyst	T. Eastwood			Intersection	Lyndale & Park		
Agency/Co.	E5 Engineering, PLLC			Jurisdiction	MDT & City of Helena		
Date Performed	1/26/2023			East/West Street	West Lyndale Avenue		
Analysis Year	2023			North/South Street	North Park Avenue		
Time Analyzed	Weekday, PM Peak Hour			Peak Hour Factor	0.92		
Intersection Orientation	East-West			Analysis Time Period (hrs)	0.25		
Project Description	Carroll College ZMA						



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Priority																
Number of Lanes	0	1	2	0	0	1	2	0		0	1	0		0	1	0
Configuration		L	T	TR		L	T	TR			LTR				LTR	
Volume (veh/h)	1	8	933	4	0	7	1065	3		2	0	17		1	0	19
Percent Heavy Vehicles (%)	0	0			0	0				0	0	0		0	0	0
Proportion Time Blocked		0.450				0.000				0.450	0.450	0.000		0.450	0.450	0.150
Percent Grade (%)									2				-2			
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)	6.4	4.1				4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)	6.40	4.10				4.10				7.90	6.90	7.10		7.10	6.10	6.70
Base Follow-Up Headway (sec)	2.5	2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)	2.50	2.20				2.20				3.50	4.00	3.30		3.50	4.00	3.30

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		10				8					21					22
Capacity, c (veh/h)		881				685					438					653
v/c Ratio		0.01				0.01					0.05					0.03
95% Queue Length, Q ₉₅ (veh)		0.0				0.0					0.1					0.1
Control Delay (s/veh)		9.1	0.1			10.3	0.1				13.6					10.7
Level of Service (LOS)		A	A			B	A				B					B
Approach Delay (s/veh)		0.2				0.2				13.6				10.7		
Approach LOS		A				A				B				B		

TEAPAC[Ver 9.50.02] - Capacity Analysis Summary (HCM 2016)

Intersection Averages for Int # 3 - W Lyndale Ave & N Benton Ave
 V/C 0.745 (Critical V/C 0.720) Control Delay 60.3 Level of Service E+

Sq 74 **/**	Phase 1	Phase 2	Phase 3	Phase 4
North ↑				
Cmax= 151"	Gmax= 40.0" Gavg= 33.0"	Gmax= 40.0" Gavg= 33.0"	Gmax= 10.0" Gavg= 9.4"	Gmax= 35.4" Gavg= 35.9"
Cavg= 136"	Y+Rc= 7.9"	Y+Rc= 7.9"	Y+Rc= 3.0"	Y+Rc= 6.4"
	Gmax= 40.0" Gavg= 33.0"	Gmax= 40.0" Gavg= 33.0"	Gmax= 10.0" Gavg= 9.9"	Gmax= 35.4" Gavg= 35.4"
	Y+Rc= 7.9"	Y+Rc= 7.9"	Y+Rc= 3.0"	Y+Rc= 6.4"
	33.0"	33.0"	9.4"	35.9"
	33.0"	33.0"	9.9"	35.4"

Lane Group	Width/Lanes	g/C Max	g/C Avg	SatFlo	Capcty	Adj Volume	v/c	HCM Delay	L S	Queue Model 1
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SB Approach 48.8 D

R	11/1	0.020	0.243	1468	355	57	0.161	41.0	D+	73 ft
T	12/1	0.265	0.243	1887	456	335	0.734	51.3	*D	380 ft
L	13/1	0.265	0.243	1831	443	275	0.621	47.4	D	309 ft

NB Approach 41.2 D+

R	11/1			1579	497	56	0.113	33.3	C	61 ft
T+ L	12/1-	0.265	0.243	1852	448	145	0.246	41.9	*D+	133 ft
L	13/1+	0.265	0.243	1858	449	137	0.383	43.6	D+	195 ft

WB Approach 53.0 D

R	11/1			1521	400	88	0.220	39.5	D+	108 ft
T	24/2	0.234	0.264	3519	926	805	0.869	56.1	E+	471 ft
L	13/1	0.066	0.073	1871	188	119	0.632	42.5	*D+	132 ft

EB Approach 77.9 E

R	11/1			1587	411	198	0.481	43.4	D+	222 ft
T	24/2	0.234	0.260	3540	918	946	1.030	88.3	*F	672 ft
L	13/1	0.066	0.069	1804	205	73	0.356	36.5	D+	80 ft

TEAPAC[Ver 9.50.02] - Capacity Analysis Summary (HCM 2016)

Intersection Averages for Int # 3 - W Lyndale Ave & N Benton Ave
 V/C 0.665 (Critical V/C 0.653) Control Delay 49.0 Level of Service D

Sq 74 **/**	Phase 1	Phase 2	Phase 3	Phase 4
North ↑				
Cmax= 150"	Gmax= 35.0"	Gmax= 35.0"	Gmax= 10.0"	Gmax= 44.4"
Cavg= 138"	Gavg= 33.0"	Gavg= 33.0"	Gavg= 8.5"	Gavg= 38.2"
	Y+Rc= 7.9"	Y+Rc= 7.9"	Y+Rc= 3.0"	Y+Rc= 6.4"
	Gmax= 35.0"	Gmax= 35.0"	Gmax= 10.0"	Gmax= 44.4"
	Gavg= 33.0"	Gavg= 33.0"	Gavg= 9.8"	Gavg= 36.9"
	Y+Rc= 7.9"	Y+Rc= 7.9"	Y+Rc= 3.0"	Y+Rc= 6.4"

33.0"	33.0"	8.5"	38.2"
33.0"	33.0"	9.8"	36.9"

Lane Group	Width/Lanes	g/C Max	g/C Avg	SatFlo	Capcty	Adj Volume	v/c	HCM Delay	L S	Queue Model 1
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SB Approach 43.4 D+

R	11/1	0.020	0.239	1573	376	40	0.106	41.0	D+	49 ft
T	12/1	0.233	0.239	1887	451	154	0.341	43.8	*D+	178 ft
L	13/1	0.233	0.239	1882	450	148	0.329	43.6	D+	171 ft

NB Approach 46.6 D

R	11/1			1597	497	93	0.187	34.9	C	105 ft
T+ L	12/1-	0.233	0.239	1894	453	280	0.547	46.8	*D	277 ft
L	13/1+	0.233	0.239	1871	448	266	0.666	50.4	D	340 ft

WB Approach 51.5 D

R	11/1			1600	443	161	0.364	40.4	D+	177 ft
T	24/2	0.296	0.277	3585	993	886	0.893	55.3	E+	512 ft
L	13/1	0.067	0.071	1882	223	107	0.480	36.6	*D+	114 ft

EB Approach 49.4 D

R	11/1			1560	417	148	0.355	41.3	D+	169 ft
T	24/2	0.296	0.267	3561	952	791	0.831	51.8	*D	452 ft
L	13/1	0.067	0.062	1863	190	50	0.264	36.4	D+	54 ft



Traffic Signal Timing Evaluation

Analysis Case: 2023 Existing Conditions | Weekday, AM Peak Hour

Major Roadway: West Lyndale Avenue	Design or Posted Speed Limit: 35 mph
Minor Roadway: North Benton Avenue	Design or Posted Speed Limit: 25 mph

Minimum Green Interval Duration

Minimum Green to Satisfy Drive Expectancy			Pedestrian Walk Interval	
Signal Phase Type	Facility Type	Minimum Green Needed to Satisfy Driver Expectancy (G_e)	Conditions	Walk Interval Duration (PW)
Through Movements	Major Arterial (Speed Limit > 40 mph)	10 to 15 seconds	High pedestrian volume areas (e.g., schools, central business districts, sports venues, etc.)	10 to 15 seconds
	Major Arterial (Speed Limit ≤ 40 mph)	7 to 15 seconds	Typical pedestrian volume and longer cycle length	7 to 10 seconds
	Minor Arterial	4 to 10 seconds	Typical pedestrian volume and shorter cycle length	7 seconds
	Collector, Local, Driveway	2 to 10 seconds	Negligible pedestrian volume	4 seconds
Left Turns	Any	2 to 5 seconds	Conditions where older pedestrians are present	Distance to center of road divided by 3.0 feet per second

Source: United States Department of Transportation - Federal Highway Administration, *Signal Timing Manual* (June 2008)

Selected Minimum Green Interval Durations for Intersection Based on Driver Expectancy		Selected Pedestrian Walk Interval	
West Lyndale Avenue:	15 sec	7 sec	
North Benton Avenue:	10 sec	7 sec	

Pedestrian Clearance Interval (Flashing Don't Walk) Duration

$PC = W_C / V_P$ where: PC = Pedestrian Clearance Time (sec) W_C = Width of Crossing - Curb to Curb (ft)
 V_P = Pedestrian Walking Speed (ft/sec) Design Pedestrian Walking Speed, V_P = 3.5 ft/sec

West Lyndale Avenue
Pedestrian Crossing of North Benton Avenue
 Width of Crossing - Curb to Curb, W_C = 87 ft
Calculated Pedestrian Clearance Interval, PC = 24.86 sec

North Benton Avenue
Pedestrian Crossing of West Lyndale Avenue
 Width of Crossing - Curb to Curb, W_C = 117 ft
Calculated Pedestrian Clearance Interval, PC = 33.43 sec

Maximum Green Interval Duration

$G_{MAX} = (D_{HV} \cdot C) / (1200 \cdot n) + 1$ where: G_{MAX} = Maximum Green Interval Duration (sec) n = Number of Lanes Served by Subject Phase
 D_{HV} = Design Hourly Volume Served by Subject Phase (veh / hr) C = Cycle Length (sec)

West Lyndale Avenue Critical Movement
 $D_{HV} = 945$ veh/hr $C = 150$ sec $n = 2$
Calculated Maximum Green Interval Duration, $G_{MAX} = 59.04$ sec
Rounded to Nearest Tenth of a Second = 59.0 sec

North Benton Avenue Critical Movement
 $D_{HV} = 335$ veh/hr $C = 150$ sec $n = 1$
Calculated Maximum Green Interval Duration, $G_{MAX} = 41.84$ sec
Rounded to Nearest Tenth of a Second = 41.8 sec



Traffic Signal Timing Evaluation

Analysis Case: 2023 Existing Conditions | Weekday, AM Peak Hour

Major Roadway: West Lyndale Avenue	Design or Posted Speed Limit: 35 mph
Minor Roadway: North Benton Avenue	Design or Posted Speed Limit: 25 mph

Total Vehicular Clearance Interval

$YAR = t + V/2d + (W + L) / V$ where:

YAR = Yellow + All-Red Interval (sec)	t = Perception-Reaction Time (sec)	=	1.0 sec
V = Approach Speed (ft/sec)	d = Deceleration Rate (ft/sec ²)	=	10.0 ft/sec ²
W = Width of Intersection (ft)	L = Length of Vehicle (ft)	=	25 ft

West Lyndale Avenue Approaches

North Benton Avenue Approaches

$V = 35 \text{ mph} = 51.33 \text{ ft/sec}$ $W = 120 \text{ ft}$ <i>Yellow + All-Red Clearance Interval, YAR = 6.39 sec</i> <i>Rounded to Nearest Tenth of a Second = 6.4 sec</i>	$V = 25 \text{ mph} = 36.67 \text{ ft/sec}$ $W = 160 \text{ ft}$ <i>Yellow + All-Red Clearance Interval, YAR = 7.88 sec</i> <i>Rounded to Nearest Tenth of a Second = 7.9 sec</i>
---	---

All-Red Clearance Interval

$AR = [(W + L) / V] - 1$ where: AR = All-Red Clearance Interval (sec) - Use maximum of 2.50 seconds
Equation accounts for perception-reaction time of drivers in next conflicting phase to be served.

West Lyndale Avenue Approaches

North Benton Avenue Approaches

<i>All-Red Clearance Interval, AR = 1.82 sec</i> <i>Rounded to Nearest Tenth of a Second = 1.8 sec</i>	<i>All-Red Clearance Interval, AR = 2.50 sec</i> <i>Rounded to Nearest Tenth of a Second = 2.5 sec</i>
---	---

Yellow Phase Change Interval

$Y = YAR - AR$ where: Y = Yellow Phase Change Interval (sec)

West Lyndale Avenue Approaches

North Benton Avenue Approaches

<i>Yellow Phase Change Interval, Y = 4.57 sec</i> <i>Rounded to Nearest Tenth of a Second = 4.6 sec</i>	<i>Yellow Phase Change Interval, Y = 5.38 sec</i> <i>Rounded to Nearest Tenth of a Second = 5.4 sec</i>
--	--



Traffic Signal Timing Evaluation

Analysis Case: 2022 Existing Conditions | Weekday, PM Peak Hour

Major Roadway: West Lyndale Avenue	Design or Posted Speed Limit: 35 mph
Minor Roadway: North Benton Avenue	Design or Posted Speed Limit: 25 mph

Minimum Green Interval Duration

Minimum Green to Satisfy Drive Expectancy			Pedestrian Walk Interval	
Signal Phase Type	Facility Type	Minimum Green Needed to Satisfy Driver Expectancy (G_e)	Conditions	Walk Interval Duration (PW)
Through Movements	Major Arterial (Speed Limit > 40 mph)	10 to 15 seconds	High pedestrian volume areas (e.g., schools, central business districts, sports venues, etc.)	10 to 15 seconds
	Major Arterial (Speed Limit ≤ 40 mph)	7 to 15 seconds	Typical pedestrian volume and longer cycle length	7 to 10 seconds
	Minor Arterial	4 to 10 seconds	Typical pedestrian volume and shorter cycle length	7 seconds
	Collector, Local, Driveway	2 to 10 seconds	Negligible pedestrian volume	4 seconds
Left Turns	Any	2 to 5 seconds	Conditions where older pedestrians are present	Distance to center of road divided by 3.0 feet per second

Source: United States Department of Transportation - Federal Highway Administration, *Signal Timing Manual* (June 2008)

Selected Minimum Green Interval Durations for Intersection Based on Driver Expectancy		Selected Pedestrian Walk Interval	
West Lyndale Avenue:	15 sec	7 sec	
North Benton Avenue:	10 sec	7 sec	

Pedestrian Clearance Interval (Flashing Don't Walk) Duration

$PC = W_C / V_P$ where: PC = Pedestrian Clearance Time (sec) W_C = Width of Crossing - Curb to Curb (ft)
 V_P = Pedestrian Walking Speed (ft/sec) Design Pedestrian Walking Speed, V_P = 3.5 ft/sec

West Lyndale Avenue
Pedestrian Crossing of North Benton Avenue
 Width of Crossing - Curb to Curb, W_C = 87 ft
Calculated Pedestrian Clearance Interval, PC = 24.86 sec

North Benton Avenue
Pedestrian Crossing of West Lyndale Avenue
 Width of Crossing - Curb to Curb, W_C = 117 ft
Calculated Pedestrian Clearance Interval, PC = 33.43 sec

Maximum Green Interval Duration

$G_{MAX} = (D_{HV} \cdot C) / (1200 \cdot n) + 1$ where: G_{MAX} = Maximum Green Interval Duration (sec) n = Number of Lanes Served by Subject Phase
 D_{HV} = Design Hourly Volume Served by Subject Phase (veh / hr) C = Cycle Length (sec)

West Lyndale Avenue Critical Movement
 $D_{HV} = 885$ veh/hr $C = 150$ sec $n = 2$
Calculated Maximum Green Interval Duration, $G_{MAX} = 55.29$ sec
Rounded to Nearest Tenth of a Second = 55.3 sec

North Benton Avenue Critical Movement
 $D_{HV} = 300$ veh/hr $C = 150$ sec $n = 1$
Calculated Maximum Green Interval Duration, $G_{MAX} = 37.47$ sec
Rounded to Nearest Tenth of a Second = 37.5 sec



Traffic Signal Timing Evaluation

Analysis Case: 2022 Existing Conditions | Weekday, PM Peak Hour

Major Roadway: West Lyndale Avenue	Design or Posted Speed Limit: 35 mph
Minor Roadway: North Benton Avenue	Design or Posted Speed Limit: 25 mph

Total Vehicular Clearance Interval

$YAR = t + V/2d + (W + L) / V$ where:

YAR = Yellow + All-Red Interval (sec)	t = Perception-Reaction Time (sec)	=	1.0 sec
V = Approach Speed (ft/sec)	d = Deceleration Rate (ft/sec ²)	=	10.0 ft/sec ²
W = Width of Intersection (ft)	L = Length of Vehicle (ft)	=	25 ft

West Lyndale Avenue Approaches

North Benton Avenue Approaches

$V = 35 \text{ mph} = 51.33 \text{ ft/sec}$ $W = 120 \text{ ft}$ <i>Yellow + All-Red Clearance Interval, YAR = 6.39 sec</i> <i>Rounded to Nearest Tenth of a Second = 6.4 sec</i>	$V = 25 \text{ mph} = 36.67 \text{ ft/sec}$ $W = 160 \text{ ft}$ <i>Yellow + All-Red Clearance Interval, YAR = 7.88 sec</i> <i>Rounded to Nearest Tenth of a Second = 7.9 sec</i>
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All-Red Clearance Interval

$AR = [(W + L) / V] - 1$ where: AR = All-Red Clearance Interval (sec) - Use maximum of 2.50 seconds
Equation accounts for perception-reaction time of drivers in next conflicting phase to be served.

West Lyndale Avenue Approaches

North Benton Avenue Approaches

<i>All-Red Clearance Interval, AR = 1.82 sec</i> <i>Rounded to Nearest Tenth of a Second = 1.8 sec</i>	<i>All-Red Clearance Interval, AR = 2.50 sec</i> <i>Rounded to Nearest Tenth of a Second = 2.5 sec</i>
---	---

Yellow Phase Change Interval

$Y = YAR - AR$ where: Y = Yellow Phase Change Interval (sec)

West Lyndale Avenue Approaches

North Benton Avenue Approaches

<i>Yellow Phase Change Interval, Y = 4.57 sec</i> <i>Rounded to Nearest Tenth of a Second = 4.6 sec</i>	<i>Yellow Phase Change Interval, Y = 5.38 sec</i> <i>Rounded to Nearest Tenth of a Second = 5.4 sec</i>
--	--

HCS Two-Way Stop-Control Report

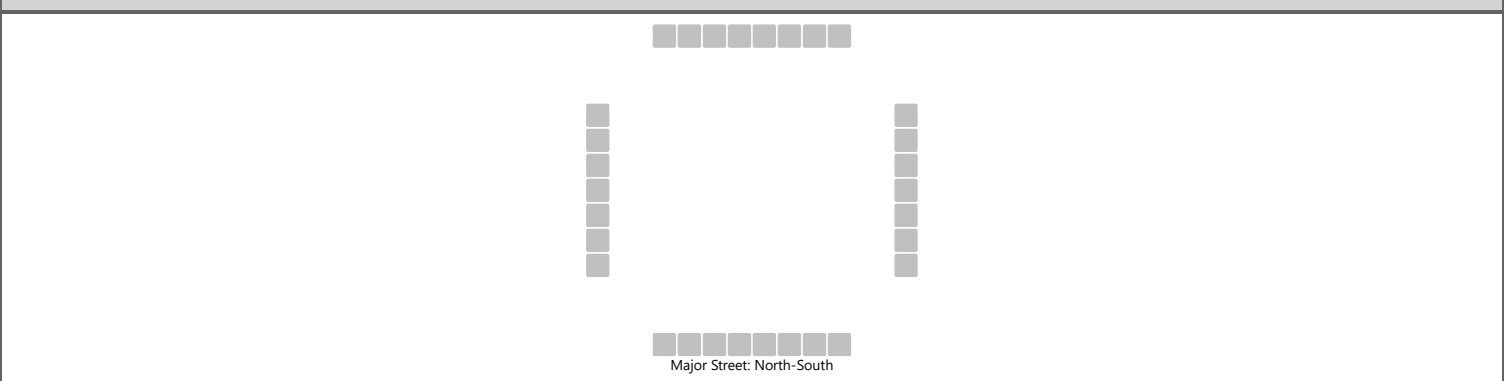
General Information

Analyst	T. Eastwood
Agency/Co.	E5 Engineering, PLLC
Date Performed	1/26/2023
Analysis Year	2023
Time Analyzed	Weekday, AM Peak Hour
Intersection Orientation	North-South
Project Description	Carroll College ZMA

Site Information

Intersection	Benton & Wilder
Jurisdiction	City of Helena
East/West Street	Wilder Avenue
North/South Street	North Benton Avenue
Peak Hour Factor	0.81
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		8		44						8	235				505	15
Percent Heavy Vehicles (%)		0		7						13						
Proportion Time Blocked		0.150		0.050						0.050						
Percent Grade (%)	2															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

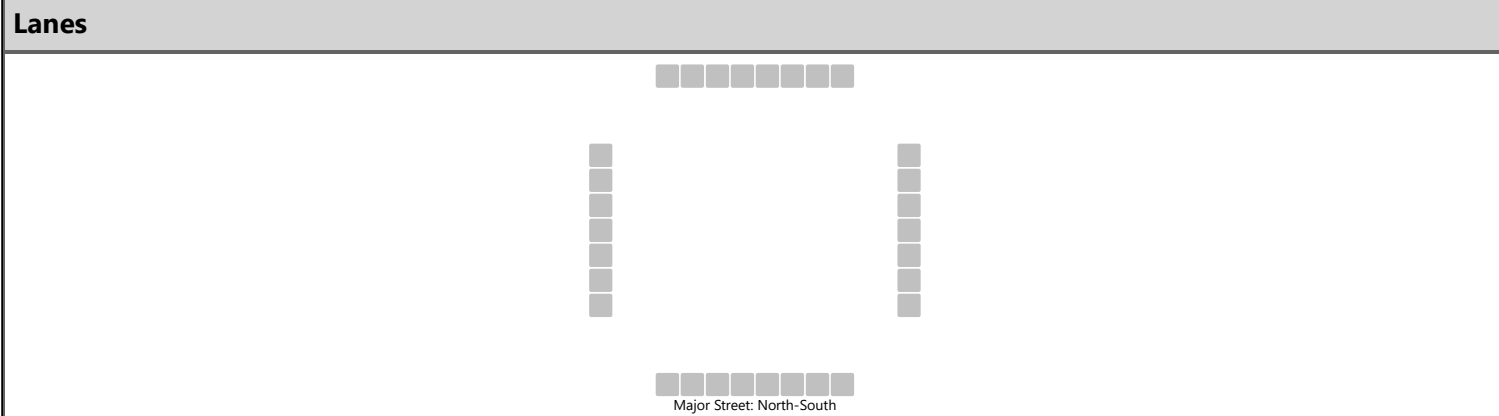
Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.80		6.47						4.23						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.36						2.32						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			64							10						
Capacity, c (veh/h)			407							878						
v/c Ratio			0.16							0.01						
95% Queue Length, Q ₉₅ (veh)			0.6							0.0						
Control Delay (s/veh)			15.5							9.1	0.1					
Level of Service (LOS)			C							A	A					
Approach Delay (s/veh)	15.5								0.4							
Approach LOS	C								A							

HCS Two-Way Stop-Control Report

General Information				Site Information			
Analyst	T. Eastwood			Intersection	Benton & Wilder		
Agency/Co.	E5 Engineering, PLLC			Jurisdiction	City of Helena		
Date Performed	1/26/2023			East/West Street	Wilder Avenue		
Analysis Year	2023			North/South Street	North Benton Avenue		
Time Analyzed	Weekday, PM Peak Hour			Peak Hour Factor	0.82		
Intersection Orientation	North-South			Analysis Time Period (hrs)	0.25		
Project Description	Carroll College ZMA						



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		30		54						20	441				261	19
Percent Heavy Vehicles (%)		2		2						3						
Proportion Time Blocked		0.500		0.250						0.050						
Percent Grade (%)	2															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

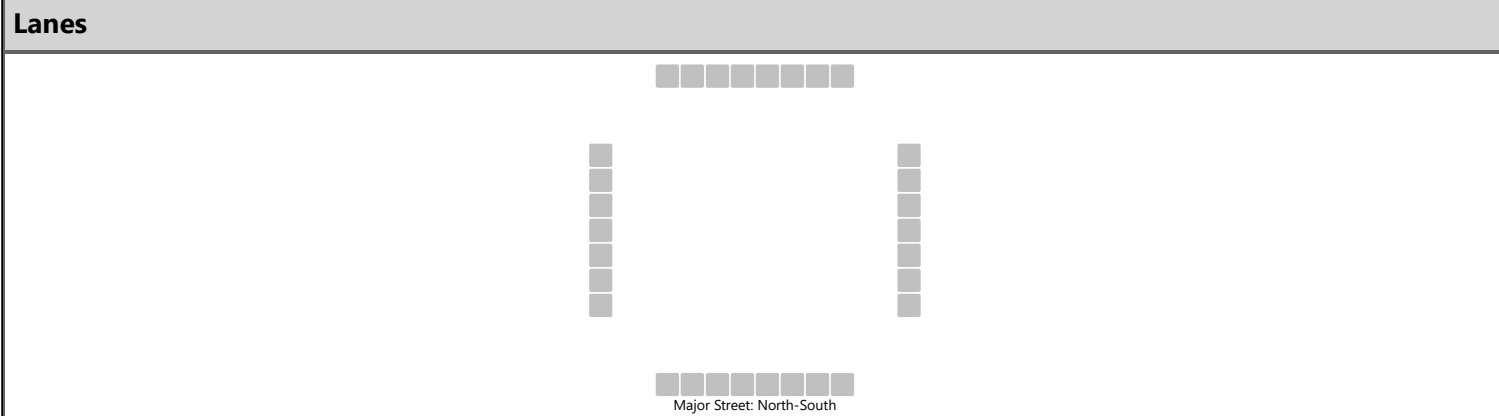
Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.82		6.42						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.52		3.32						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			102							24						
Capacity, c (veh/h)			510							1206						
v/c Ratio			0.20							0.02						
95% Queue Length, Q ₉₅ (veh)			0.7							0.1						
Control Delay (s/veh)			13.8							8.0	0.2					
Level of Service (LOS)			B							A	A					
Approach Delay (s/veh)	13.8								0.6							
Approach LOS	B								A							

HCS Two-Way Stop-Control Report

General Information				Site Information			
Analyst	T. Eastwood			Intersection	Benton & Carroll Svc Dr		
Agency/Co.	E5 Engineering, PLLC			Jurisdiction	City of Helena		
Date Performed	1/26/2023			East/West Street	Carroll College Service Drive		
Analysis Year	2023			North/South Street	North Benton Avenue		
Time Analyzed	Weekday, AM Peak Hour			Peak Hour Factor	0.79		
Intersection Orientation	North-South			Analysis Time Period (hrs)	0.25		
Project Description	Carroll College ZMA						



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement																
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						3		1			242	1		2	517	
Percent Heavy Vehicles (%)						63		0						0		
Proportion Time Blocked						0.050		0.050						0.000		
Percent Grade (%)					3											
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

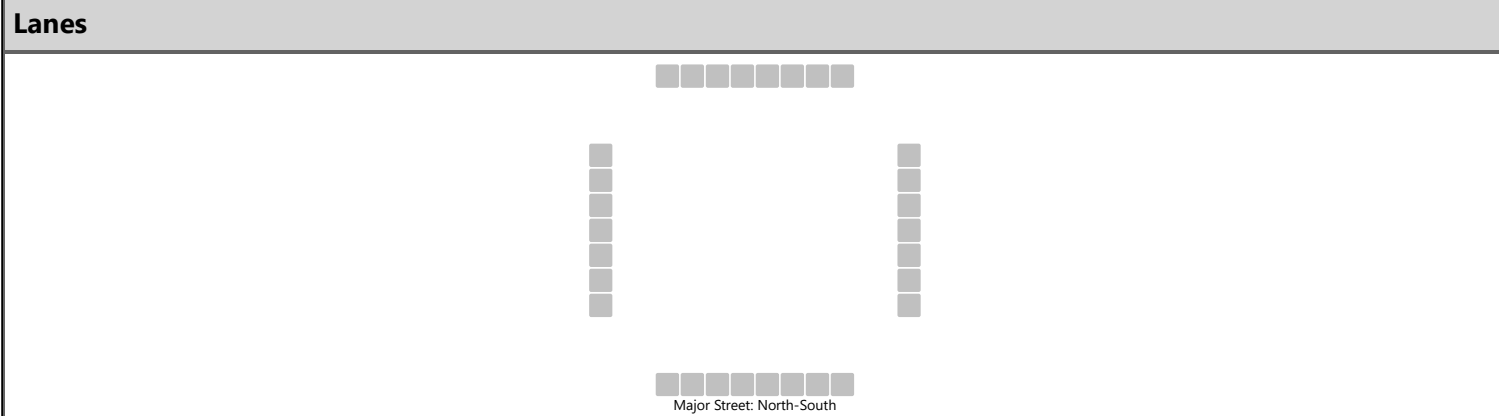
Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						7.63		6.50						4.10		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						4.07		3.30						2.20		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						5								3		
Capacity, c (veh/h)						227								1258		
v/c Ratio						0.02								0.00		
95% Queue Length, Q ₉₅ (veh)						0.1								0.0		
Control Delay (s/veh)						21.2								7.9	0.0	
Level of Service (LOS)						C								A	A	
Approach Delay (s/veh)					21.2								0.1			
Approach LOS					C								A			

HCS Two-Way Stop-Control Report

General Information				Site Information			
Analyst	T. Eastwood			Intersection	Benton & Carroll Svc Dr		
Agency/Co.	E5 Engineering, PLLC			Jurisdiction	City of Helena		
Date Performed	1/26/2023			East/West Street	Carroll College Service Drive		
Analysis Year	2023			North/South Street	North Benton Avenue		
Time Analyzed	Weekday, PM Peak Hour			Peak Hour Factor	0.81		
Intersection Orientation	North-South			Analysis Time Period (hrs)	0.25		
Project Description	Carroll College ZMA						



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement																
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						1		0			470	1		0	279	
Percent Heavy Vehicles (%)						0		0						0		
Proportion Time Blocked						0.150		0.150								
Percent Grade (%)					3											
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						7.00		6.50						4.10		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.50		3.30						2.20		

Delay, Queue Length, and Level of Service

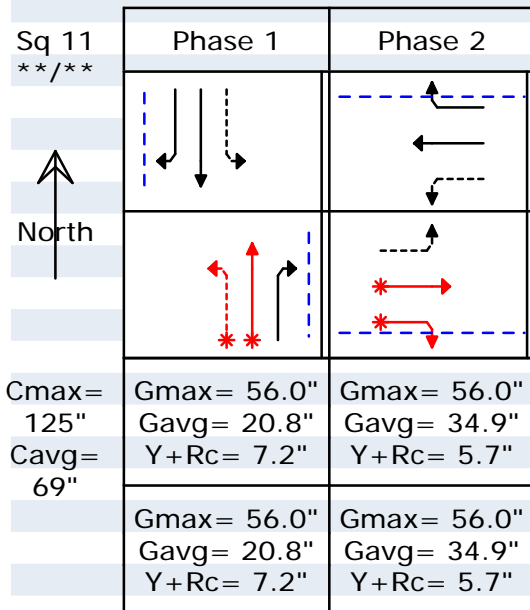
Flow Rate, v (veh/h)						1								0		
Capacity, c (veh/h)						250								994		
v/c Ratio						0.00								0.00		
95% Queue Length, Q ₉₅ (veh)						0.0								0.0		
Control Delay (s/veh)						19.4								8.6	0.0	
Level of Service (LOS)						C								A	A	
Approach Delay (s/veh)					19.4								0.0			
Approach LOS					C								A			



Appendix D

TEAPAC[Ver 9.50.02] - Capacity Analysis Summary (HCM 2016)

Intersection Averages for Int # 1 - W Lyndale Ave & Getchell St
 V/C 0.622 (Critical V/C 0.468) Control Delay 11.0 Level of Service B+



Lane Group	Width/Lanes	g/C Max	g/C Avg	SatFlo	Capcty	Adj Volume	v/c	HCM Delay	L S	Queue Model 1
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SB Approach 17.1 B

R+ T+ L	14/1	0.448	0.302	1523	554	46	0.083	17.1	B	22 ft
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NB Approach 16.8 B

R	11/1			1537	466	19	0.041	16.9	B	9 ft
T+ L	13/1	0.448	0.302	1578	571	16	0.028	16.8	*B	7 ft

WB Approach 11.4 B+

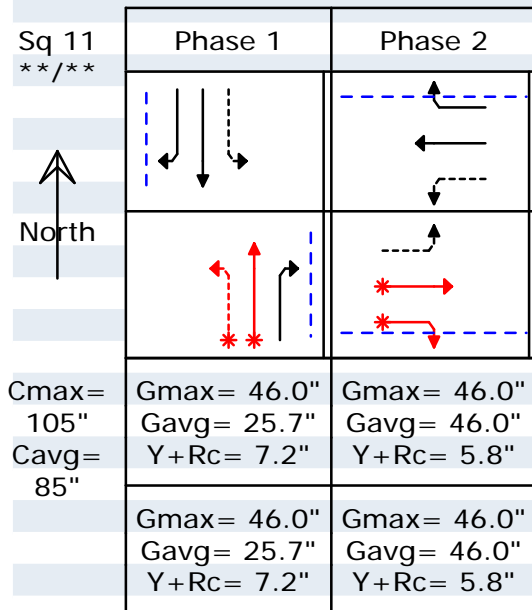
R+ T	24/2	0.448	0.506	3537	1799	1104	0.614	10.4	B+	309 ft
L	13/1	0.448	0.506	443	236	100	0.423	21.6	C+	64 ft

EB Approach 10.2 B+

R+ T	24/2	0.448	0.506	3648	1856	1277	0.688	10.2	*B+	304 ft
L	13/1	0.448	0.506	545	288	19	0.066	11.2	B+	7 ft

TEAPAC[Ver 9.50.02] - Capacity Analysis Summary (HCM 2016)

Intersection Averages for Int # 1 - W Lyndale Ave & Getchell St
 V/C 0.491 (Critical V/C 0.432) Control Delay 10.1 Level of Service B+



Lane Group	Width/Lanes	g/C Max	g/C Avg	SatFlo	Capcty	Adj Volume	v/c	HCM Delay	L S	Queue Model 1
------------	-------------	---------	---------	--------	--------	------------	-----	-----------	-----	---------------

SB Approach 22.4 C+

R+ T+ L	14/1	0.438	0.303	1469	518	89	0.172	22.4	C+	58 ft
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NB Approach 21.2 C+

R	11/1			1583	481	41	0.085	21.1	C+	25 ft
T+ L	13/1	0.438	0.303	1519	543	63	0.116	21.3	*C+	39 ft

WB Approach 9.5 A

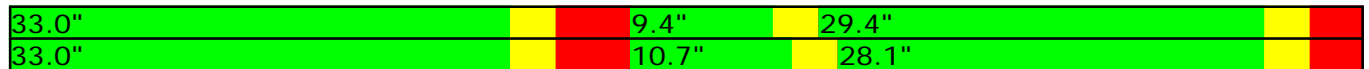
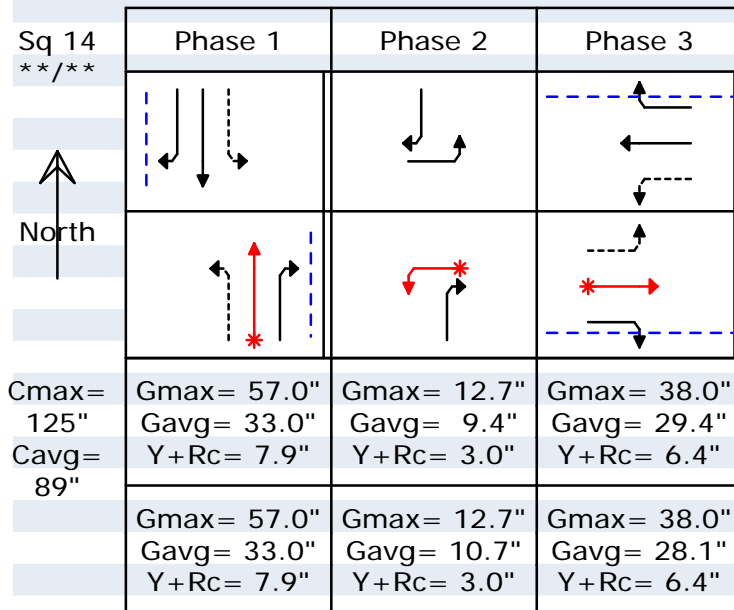
R+ T	24/2	0.438	0.541	3629	1970	1109	0.563	9.3	A	315 ft
L	13/1	0.438	0.541	583	331	71	0.214	11.6	B+	30 ft

EB Approach 8.6 A

R+ T	24/2	0.438	0.541	3680	1997	1012	0.507	8.6	*A	285 ft
L	13/1	0.438	0.541	542	302	15	0.050	10.4	B+	6 ft

TEAPAC[Ver 9.50.02] - Capacity Analysis Summary (HCM 2016)

Intersection Averages for Int # 3 - W Lyndale Ave & N Benton Ave
 V/C 0.597 (Critical V/C 0.670) Control Delay 23.4 Level of Service C+



Lane Group	Width/Lanes	g/C Max	g/C Avg	SatFlo	Capcty	Adj Volume	v/c	HCM Delay	L S	Queue Model 1
------------	-------------	---------	---------	--------	--------	------------	-----	-----------	-----	---------------

SB Approach 22.7 C+

R	11/1	0.024	0.371	1468	699	57	0.082	12.8	B+	28 ft
T	12/1	0.456	0.371	1887	699	335	0.479	21.8	C+	202 ft
L	13/1	0.456	0.371	1316	516	275	0.533	25.9	C+	192 ft

NB Approach 24.3 C+

R	11/1			1581	776	56	0.072	12.0	B+	25 ft
T	12/1	0.456	0.371	1845	684	110	0.161	18.8	*B	67 ft
L	13/1	0.456	0.371	1090	337	172	0.511	31.9	C	142 ft

WB Approach 21.2 C+

R	11/1			1524	502	88	0.175	17.7	B	49 ft
T	24/2	0.304	0.330	3519	1160	805	0.694	22.0	C+	220 ft
L	13/1	0.101	0.120	1871	343	119	0.347	17.9	*B	60 ft

EB Approach 25.3 C+

R	11/1			1587	501	198	0.395	20.3	C+	119 ft
T	24/2	0.304	0.316	3540	1117	946	0.847	27.0	*C+	294 ft
L	13/1	0.101	0.106	1804	363	73	0.201	16.5	B	39 ft

TEAPAC[Ver 9.50.02] - Capacity Analysis Summary (HCM 2016)

Intersection Averages for Int # 3 - W Lyndale Ave & N Benton Ave
 V/C 0.568 (Critical V/C 0.669) Control Delay 22.0 Level of Service C+

Sq 14 **/**	Phase 1	Phase 2	Phase 3
North ↑			
Cmax= 105"	Gmax= 39.2" Gavg= 33.0" Y+Rc= 7.9"	Gmax= 11.2" Gavg= 7.8" Y+Rc= 3.0"	Gmax= 37.2" Gavg= 27.5" Y+Rc= 6.4"
Cavg= 86"	Gmax= 39.2" Gavg= 33.0" Y+Rc= 7.9"	Gmax= 11.2" Gavg= 10.4" Y+Rc= 3.0"	Gmax= 37.2" Gavg= 25.0" Y+Rc= 6.4"

33.0"	7.8"	27.5"
33.0"	10.4"	25.0"

Lane Group	Width/Lanes	g/C Max	g/C Avg	SatFlo	Capcty	Adj Volume	v/c	HCM Delay	L S	Queue Model 1
------------	-------------	---------	---------	--------	--------	------------	-----	-----------	-----	---------------

SB Approach 20.1 C+

R	11/1	0.029	0.384	1575	751	40	0.053	12.1	B+	18 ft
T	12/1	0.374	0.384	1887	727	154	0.212	17.7	B	88 ft
L	13/1	0.374	0.384	1193	433	148	0.342	24.8	C+	106 ft

NB Approach 20.9 C+

R	11/1			1600	811	93	0.115	11.1	B+	39 ft
T	12/1	0.374	0.384	1894	730	248	0.340	18.8	B	142 ft
L	13/1	0.374	0.384	1293	512	298	0.583	25.7	*C+	200 ft

WB Approach 21.8 C+

R	11/1			1600	515	161	0.313	18.5	B	89 ft
T	24/2	0.354	0.320	3585	1153	886	0.769	23.0	*C+	240 ft
L	13/1	0.107	0.121	1882	374	107	0.286	16.5	*B	52 ft

EB Approach 23.6 C+

R	11/1			1561	456	148	0.325	20.6	C+	88 ft
T	24/2	0.354	0.291	3561	1039	791	0.761	24.6	C+	230 ft
L	13/1	0.107	0.091	1863	317	50	0.158	17.8	B	27 ft

AMENDED PLAT OF CAPITAL HILL ADDITION BLOCK 1 LOT AGGREGATION

NORTHWEST 1/4, SECTION 30, TOWNSHIP 10 NORTH, RANGE 3 WEST, PRINCIPAL MERIDIAN, MONTANA,
CITY OF HELENA, LEWIS AND CLARK COUNTY, MONTANA

COMMISSIONED BY: CARROLL COLLEGE

PURPOSE OF SURVEY / LANDOWNER CERTIFICATION

I, the undersigned property owner, do hereby certify that the purpose of this survey is as follows:

To aggregate parcels or lots when a certificate of survey or subdivision plat shows that the boundaries of the original parcels have been eliminated and the boundaries of a larger aggregate parcel are established. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas, as pursuant to the requirements of Section 76-3-207(1)(f), MCA, and are subject to review by the governing body to determine whether or not the requirements of this chapter apply to this aggregation and may establish reasonable fees, not to exceed \$200, for the examination, as pursuant to the requirements of Section 76-3-207(4), MCA.

I additionally certify that this lot is exempt from DEQ review in accord with 17.36.605(3) ARM which states that aggregations of parcels are not subdivisions subject to review, except that an aggregation is subject to review under 76-4-130, MCA, if any parcel included in the aggregation has a previous approval issued under Title 76, chapter 4, part 1, MCA.

Lon Peterson
CARROLL COLLEGE by Lon Peterson, Vice President, Finance and Administration

STATE OF Montana
County of Lewis & Clark

On this 28 day of December, 2016 before me, the undersigned, a Notary Public for the State of Montana, personally appeared the above named person(s) whose names are subscribed to the foregoing instrument and affirmed to me that he/she executed the same.

Kimberly Ann Sell
Printed Name Kimberly Ann Sell
Notary Public in and for the State of Montana
Residing at Helena
My Commission Expires 4/30/19



CERTIFICATE OF AMENDED PLAT REVIEW

We, the undersigned, do hereby certify that this plat has been reviewed by the governing body to determine whether or not the requirements of this chapter apply to this aggregation and may establish reasonable fees, not to exceed \$200, for the examination, as pursuant to the requirements of Section 76-3-207(4), MCA.

Lucy Moulton Dwyer 12-27-16
City of Helena Community Development Date

Ben Stahl 12/27/16
City of Helena Engineer Date

CERTIFICATE OF COUNTY TREASURER

I hereby certify pursuant to 76-3-207(3), MCA, that all real property taxes and special assessments assessed and levied on the land described on this Amended Plat have been paid.

Geocode(s): 05-1888-30-2-30-01-0000, 05-1888-30-2-30-09-0000,
05-1888-30-2-30-11-0000, 05-1888-30-2-30-13-0000, 05-1888-30-2-30-15-0000,
05-1888-30-2-30-17-0000, 05-1888-30-2-30-19-0000, 05-1888-30-2-30-23-0000,
05-1888-30-2-30-25-0000, 05-1888-30-2-30-30-0000, 05-1888-30-2-30-33-0000,
05-1888-30-2-30-35-0000

Paulette DeHart January 6, 2017
Lewis and Clark County Treasurer Date

CERTIFICATE OF EXAMINING LAND SURVEYOR

I, Thomas E. Stark acting as an examining land surveyor for Lewis and Clark County, Montana, do hereby certify that I have examined this Certificate of survey and find that the survey data shown hereon meet the conditions set forth by or pursuant to 76-3-611(2)(a), MCA.

Thomas E. Stark 12/22/16
Examining Land Surveyor Date
Montana License No. 1224965

CERTIFICATE OF SURVEYOR

I, Gunnar B. Getchell, a Montana licensed Professional Land Surveyor, do hereby certify that this survey was performed under my supervision during the months of April, 2015 through December, 2016 in accordance with the provisions of the Montana Subdivision and Platting Act (76-3-101 through 76-3-625, MCA) and the regulations adopted pursuant to that Act.

Gunnar B. Getchell
Gunnar B. Getchell
Montana License No. 9758LS



3388772 CGS
01/16/2017 12:01 PM Pages: 1 of 2 Fees: 115.00
Printed On Demand? Check & Register Lewis & Clark Co

		1/4 SEC.	SECTION	TOWNSHIP	RANGE
		NW	30	10N	3W
FIELD WORK: RGL/JUR DRAWN BY: JUR CHECKED BY: SBG		DATE: 12/2016 SCALE: 1"=40' PROJ. #: 0245021		PRINCIPAL MERIDIAN, MONTANA LEWIS & CLARK COUNTY, MONTANA PLOTTED DATE: Dec19/2016 CLIENT: CARROLL COLLEGE	
PLOTTED BY: jeff rose SHEET 1 OF 2		DRAWING NAME: R:\0245\021_AmPlat\ACAO\Survey\0245021_BLOCK 1 AGGREGATE.DWG			

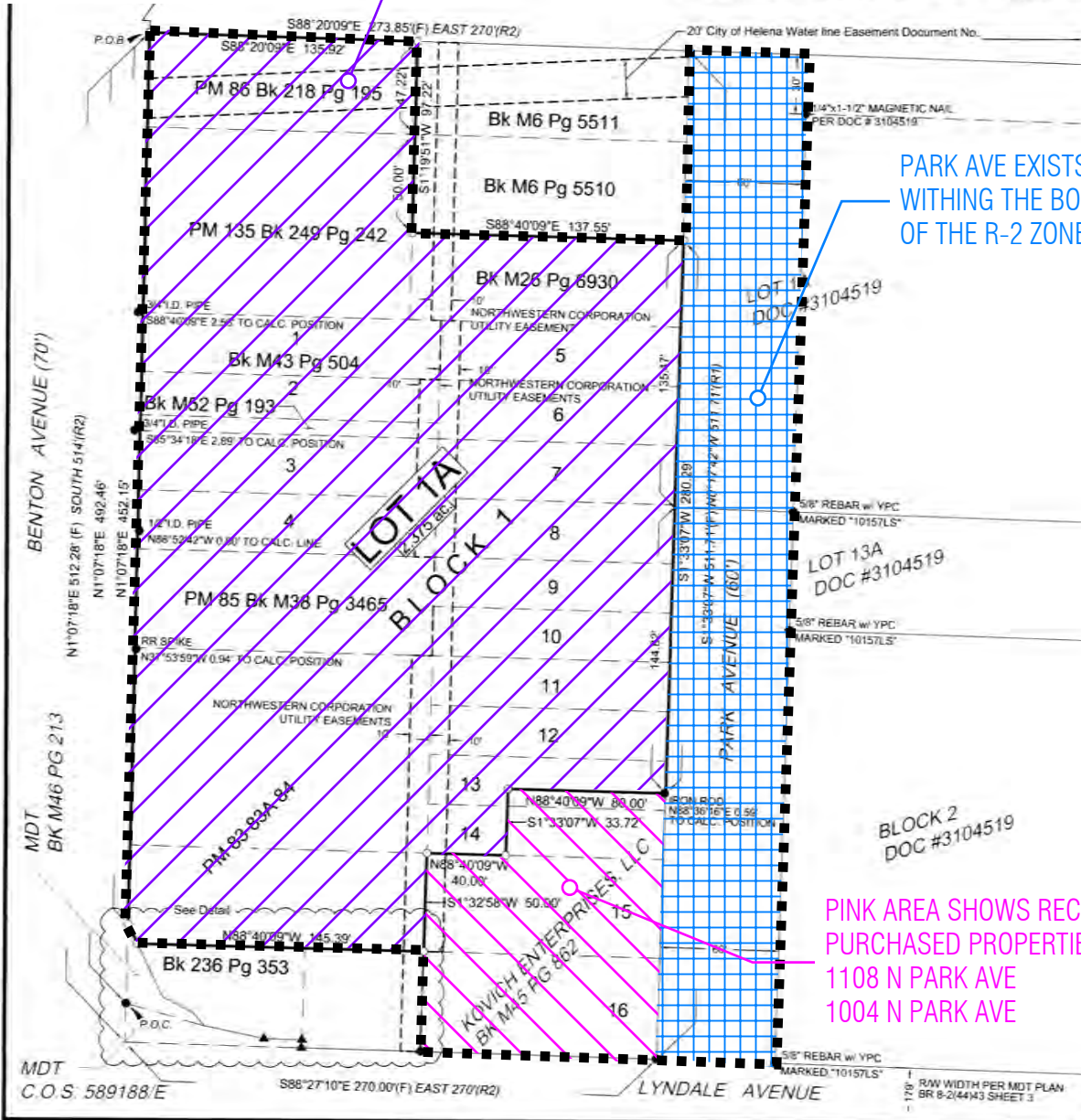
AMENDED PLAT OF CAPITAL HILL ADDITION BLOCK 1 LOT AGGREGATION

PURPLE AREA WAS AGGREGATED AS
1321 N BENTON AVE, ORIGINALLY MADE
UP OF MULTIPLE ADDRESSES, SEE
AMENDED PLAT

CARROLL COLLEGE
BK 79 PG 603

SURVEYOR'S NOTE

Existing accesses to North Benton and North Park Avenues will be retained.



PARK AVE EXISTS
WITHIN THE BOUNDARY
OF THE R-2 ZONE

BLOCK 2
DOC #3104519

PINK AREA SHOWS RECENTLY
PURCHASED PROPERTIES:
1108 N PARK AVE
1004 N PARK AVE

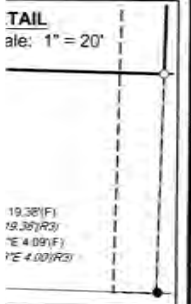
west quarter of Section 30,
Lewis and Clark County,
Montana, as referenced to the

98, as shown on Sheet 1
of Block 1 described in
40°09'E 137.55 feet along
said west line; thence S88°20'09"E
of PM 86; thence
S11°19'51"W 87.22'
of Lot PM 135 of said
Block 1 described in
40°09'E 137.55 feet along
said amended Plat of Block 2 & 3,
Montana; thence S1°33'07"W
west right-of-way of Park
Avenue; thence along said
line to the northeast corner of
Block 1; thence N88°40'09"W
145.38 feet; thence N88°40'09"W
137.43 feet; thence N11°07'18"E
452.15 feet or less, and is subject to

iron cap marked 10157LS
or as noted
aluminum cap
ARD

disposition

survey
Document # 3104519
Document # 1000779
name
Certificate of Survey 589188/E
Lead Book M46 Page 213



TOWNSHIP	RANGE
10N	3W

MONTANA
COUNTY, MONTANA
PLOTTED BY: jeff ree
SHEET 2 OF 2

After Recording Return to:
Bosch, Ruhr, Dugdale, Martin & Kaze, PLLP
P.O. Box 7152
Havre, MT 59501

FIRST MONTANA TITLE
L & C # 80209

WARRANTY DEED

For good and valuable consideration, **HANNA WARHANK (Grantor)**, whose mailing address is c/o David Warhank, P.O. Box 27, Rudyard, MT 59540, grants and warrants title to **CARROLL COLLEGE (Grantee)**, whose mailing address is 1601 North Benton Avenue, Helena, MT 59625-0002, and to Grantee's successors and assigns forever, all of the following real property in Helena, Lewis and Clark County, Montana:

A tract of land on North Benton Avenue in the City of Helena, Lewis and Clark County, Montana, described as follows, to-wit:

Beginning at a point on the East line of Benton Avenue, from which the intersection of the East line of Benton Avenue, with the North line of Lyndale Avenue, bears South 199.5 feet, more or less, which point of beginning is the northwest corner of the tract of land now owned by Arthur Bessette, fronting on Benton Avenue, and described in the decree in Cause No. 10258 of the of the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark; running thence North 86°19' East 150.2 feet; running thence North 50.5 feet; running thence South 86°2' West 150.5 feet to the East line of Benton Avenue; running thence South 50 feet along the East line of Benton Avenue to the point of beginning;

The point of beginning is situated with reference to the Southwest corner of Lot 1 of SECTION 30, TOWNSHIP 10 NORTH, RANGE 3 WEST, as follows: From said point of beginning running South along the East line of Benton Avenue to the point where said East line of Benton Avenue intersects the south line of said Lot 1 a distance of 229.50 feet, more or less; running thence West along the South line of said Lot 1 to the said Southwest Corner thereof, a distance of 35 feet, more or less. (Deed reference Book 135 of Deeds, Page 324).



Lewis & Clark County

DEED

3148010

Page: 1 of 2
08/14/2008 02:42P

Bk-M38 Pg-3465

TOGETHER WITH all buildings, structures and improvements located thereon, and all tenements, hereditaments and appurtenances to, and all reversions and remainders, and all rents, issues and profits of, and all title of the Grantor in all of such real property; and

SUBJECT TO all exceptions, restrictions, reservations, easements and rights-of-way in all instruments of record, including all reservations of coal, oil, gas and other minerals, and further subject to any existing oil and gas lease or leases and operations thereunder as of the date of this instrument, and to all easements and rights-of-way apparent from a visual examination of the land.

TO HAVE AND TO HOLD all and singular all of such real property together with appurtenances, to the Grantee and to Grantee's successors and assigns forever.

Grantor hereby warrants and agrees to defend only the title to said property to the Grantee and the Grantee's successors and assigns forever, against all acts of Grantor and any and all persons who may lawfully claim the same.

This instrument is executed on May 2, 2008.

Hanna Warhank
Hanna Warhank

STATE OF MONTANA
County of Missoula

This document was acknowledged before me on May 2, 2008, by **Hanna Warhank**.



Wendy Owens
Notary Public for State of Montana
Printed name: WENDY OWENS
Residing at Missoula, Montana
My commission expires 11-30, 2009



Lewis & Clark County

DEED

3148010

Page: 2 of 2
05/14/2008 02:42P
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OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police

power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A

for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

SCHEDULE A

File Number: L&C80209

Policy Number: 1002024-0044285

Address Reference: 1321 N Benton Ave
Helena, MT

Amount of Insurance: \$ 190,000.00

Premium: \$ 774.00

Date of Policy: May 14, 2008 at 02:42 PM

1. Name of Insured:
Carroll College
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Carroll College
4. The Land referred to in this policy is described as follows:

A tract of land on North Benton Avenue in the City of Helena, Lewis and Clark County, Montana, described as follows, to-wit:

Beginning at a point on the East line of Benton Avenue, from which the intersection of the East line of Benton Ave., with the North line of Lyndale Ave., bears South 199.5 feet, more or less, which point of beginning is the northwest corner of the tract of land now owned by Arthur Bessette, fronting on Benton Ave., and described in the decree in Cause No. 10258 of the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark; running thence North 86°19' East 150.2 feet; running thence North 50.5 feet; running thence South 86°2' West 150.5 feet to the East line of Benton Ave.; running thence South 50 feet along the East line of Benton Ave. to the point of beginning;

The point of beginning is situated with reference to the Southwest corner of Lot 1 of SECTION 30, TOWNSHIP 10 NORTH, RANGE 3 WEST, as follows: From said point of beginning running South along the East line of Benton Ave. to the point where said East line of Benton Ave. intersects the south line of said Lot 1 a distance of 229.50 feet, more or less; running thence West along the South line of said Lot 1 to the said Southwest Corner thereof, a distance of 35 feet, more or less. (Deed Reference Book 135 of Deeds, Page 324)

First Montana Title Company of Helena

By: 

Authorized Officer or Agent

SCHEDULE B

File Number: L&C80209

Policy Number: 1002024-0044285

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses which arise by reason of:

1. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof which are not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien, or right to a lien, imposed by the law for services, labor or material heretofore or hereafter furnished, which lien or right to a lien is not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereto; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any services, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
9. Reservations or exceptions in patents or in Acts authorizing the issuance thereof; all claims to water and water rights.
10. Any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal and other hydrocarbons.
11. Any Special Improvement District, any Rural Improvement District, special liens and levies of which no search is made.
12. General County Taxes for the 2008 and subsequent years, a lien which is not yet due and payable.
13. No liability is assumed for errors, omissions or changes in assessed evaluations or amount of taxes assessed by any state, county, city or federal taxing or assessing authority.

SCHEDULE B
(Continued)

File Number: L&C80209

Policy Number: 1002024-0044285

14. County road rights-of-way the existence of which is dependent in whole or in part upon writings which have not been recorded and indexed as conveyances in the office of the Clerk and Recorder pursuant to Title 70, Chapter MCA.

NOTE: Any Deed Restrictions, Covenant, By-Law, Declaration of Condominium and/or any amendments thereto and/or otherwise as shown herein as an exception which may contain a clause indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), is hereby deleted as to said reference; no other deletion is hereby intended or implied.

END OF SCHEDULE B

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these

rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

POLICY OF TITLE INSURANCE

L & C 119815
Return to:
First Montana Land Title
P.O. Box 251
Helena, MT 59624

THIS DOCUMENT HAS BEEN ELECTRONICALLY
RECORDED. SEE THE ATTACHED COVER PAGE
FOR THE RECORDING INFORMATION

AND WHEN RECORDED MAIL TO:

Filed for Record at Request of:
First Montana Land Title Company

Space Above This Line for Recorder's Use Only

Order No.: LC119815
Parcel No.: 3701

WARRANTY DEED

FOR VALUE RECEIVED,

Kovich Enterprises, L.L.C.

hereinafter called Grantor(s), do(es) hereby grant, bargain, sell and convey unto

Carroll College, a Montana non-profit corporation

whose address is: **1004 & 1108 N Park Avenue, Helena, MT 59601**

Hereinafter called the Grantee, the following described premises situated in **Lewis and Clark County, Montana**, to-wit:

The North 9 feet of the East 70 feet of Lot 15 in Block 1 of the Capital Hill Addition to the City of Helena, Lewis and Clark County, Montana,

AND

The East 70 feet of the South 10 feet of Lot 13 and the East 70 feet of Lot 14 in Block 1 of the Capital Hill Addition to the City of Helena, County of Lewis, Montana,

AND

The East 10 feet of the West 50 feet of the South 10 feet of Lot 13 and the East 10 of the West 50 feet of Lot 14 in Block 1 of the Capital Hill Addition to the City of Helena, County of Lewis and Clark, Montana,

AND

Lot 16 and the West 50 feet of the North 9 feet, and the South 41 feet of Lot 15 in Block 1 of the Capital Hill Addition to the City of Helena, County of Lewis and Clark, Montana.

(Deed References: Book 189 of Deeds, Page 135, Book 217 of Deeds, Page 497, Book 186, Page 20, Book 253 of Deeds, Page 480)

SUBJECT TO covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of record.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantees and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

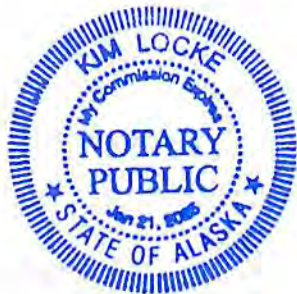
Dated: July 28, 2022

Kovich Enterprises, L.L.C.

By: Edward F. Kovich, Jr.
Name: Edward F. Kovich, Jr.
Title: Manager

STATE OF Alaska)
) ss.
COUNTY OF mat-su Borough)

This instrument was acknowledged before me on July 28, 2022, by Kovich Enterprises, L.L.C..



[Signature]
Notary Public for the State of ~~Montana~~ Alaska
Residing at: wasilla Alaska
My Commission Expires: 1/21/25





First American

400 N PARK AVE.
HELENA, MT 59601

LEWIS AND CLARK



0100281096150232924

RECEIVED
SEP 07 2022
CARROLL COLLEGE
BUSINESS OFFICE

Transmittal



CARROLL COLLEGE
1601 N BENTON AVE
HELENA, MT 59625

08/29/2022

Order Number: LC119815

Enclosed: 1 attached document(s)

Page Count: 6

First Montana Land Title Company



First American Title

Owner's Policy

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011400-LC119815

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

(This Policy is valid only when Schedules A and B are attached)

This Jacket was created electronically and constitutes an original document

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COVERED RISKS (Continued)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
4. (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

CONDITIONS (Continued)

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

CONDITIONS (Continued)

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title

Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, CA 92707. Phone: 888-632-1642.**



First American Title

Schedule A

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011400-LC119815

**First Montana Land Title Company
400 N Park Ave.
Helena, MT 59601**

File No.: **LC119815**
Address Reference: **1004 & 1108 N Park Avenue
Helena, MT 59601**
Amount of Insurance: **\$945,000.00**
Date of Policy: **August 8, 2022 at 12:46 P.M.**

Premium: \$2,464.00

1. Name of Insured:

Carroll College, a Montana non-profit corporation

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Carroll College, a Montana non-profit corporation

4. The Land referred to in this policy is described as follows:

**The North 9 feet of the East 70 feet of Lot 15 in Block 1 of the Capital Hill Addition to the City of Helena, Lewis and Clark County, Montana,
AND**

**The East 70 feet of the South 10 feet of Lot 13 and the East 70 feet of Lot 14 in Block 1 of the Capital Hill Addition to the City of Helena, County of Lewis, Montana,
AND**

**The East 10 feet of the West 50 feet of the South 10 feet of Lot 13 and the East 10 of the West 50 feet of Lot 14 in Block 1 of the Capital Hill Addition to the City of Helena, County of Lewis and Clark, Montana,
AND**

**Lot 16 and the West 50 feet of the North 9 feet, and the South 41 feet of Lot 15 in Block 1 of the Capital Hill Addition to the City of Helena, County of Lewis and Clark, Montana.
(Deed References: Book 189 of Deeds, Page 135, Book 217 of Deeds, Page 497, Book 186, Page 20, Book 253 of Deeds, Page 480)**

By:

A handwritten signature in black ink, appearing to be "T. H. [unclear]".

Authorized Countersignature
(This Schedule A valid only when Schedule B is attached.)



First American Title

Schedule B

File No. LC119815

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011400-LC119815

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch or ditch rights, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or rights to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.
8. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Lewis and Clark to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Lewis and Clark County.
9. 2022 taxes and special assessments are an accruing lien, amounts not yet determined or payable.
10. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded as instrument numbers 3300772 and 589188, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(C).

11. Right-of-way Easement granted to Northwestern Corporation, recorded in Book M30, Page 2280.
12. Trust Indenture, to secure an original indebtedness of \$475,000.00, dated August 8, 2022 and any other amounts and/or obligations secured thereby
Recorded: August 8, 2022, in Book M61 at Page 3583
Grantor: Carroll College, a domestic non-profit corporation
Trustee: First Montana Land Title Company
Beneficiary: Kovich Enterprises, LLC, a Montana limited liability company



Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do we Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact us dataprivacy@firstam.com or toll free at 1-866-718-0097.



First American Title™

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California Residents over the last 12 months, please see "What Information Do We Collect About You" in www.firstam.com/privacy-policy. To learn about the sources from which we collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in www.firstam.com/privacy-policy.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information", and "How Do We Share Your Information" in www.firstam.com/privacy-policy.

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Form 10-PRIVACY20 (12-18-20)

Page 2 of 2

Privacy Notice (2020 First American Financial Corporation)
English

Date	Invoice #	Description	Net Amount
Check Date	Check #		Total
05/23/24	AP 0179190		136,959.21



CARROLL COLLEGE
 1601 N Benton Ave.
 Helena, MT 59625-0002
 (406) 447-4300

Helena, MT 59601

Check #
0179190

93-38
929

Date	Amount
05/23/24	\$***136,959.21

PAY: \$136,959.21

TO THE ORDER OF: Lewis & Clark County Treasurer
 316 North Park Ave, Rm 113
 Helena MT 59623

Jpri Peterson

AUTHORIZED SIGNATURE

⑈0179190⑈ ⑆092901683⑆ 8003409934866⑈



CARROLL COLLEGE
 1601 N Benton Ave.
 Helena, MT 59625-0002
 (406) 447-4300

Lewis & Clark County Treasurer
 316 North Park Ave, Rm 113
 Helena MT 59623



Lewis and Clark County Treasurer's Office
 Property Tax Department
 316 N Park Ave Rm 113A
 Helena MT 59623
 Phone: (406) 447-8329

28656*60**G50**1.15**7/8*****AUTOALL FOR AADC 590
 CARROLL COLLEGE
 1601 N BENTON AVE
 HELENA MT 59625-0001

1153701
YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE

PROPERTY ID NO.: 24730 ✓
 01-02: Tax District 01
 SEC-TWN-RGE: 19-10 N-03 W

For internet payments please log onto:
<https://tax.tyleritech.com/LewisAndClarkMT/>

For payments using credit cards, dial toll free 1-888-272-9829. You will be asked for a jurisdiction Number. This number is 3602. You will then be prompted for payment information.

Property Location: 1755 BISHOP CARROLL DR
 Legal Description: TRACT C-1, IN G.LOT 4

Valuation Type	Market Value	Taxable Value
Real Estate	596,495.00	0.00
Improvements	33,843,340.00	0.00
Personal Property	0.00	0.00
	34,439,835.00	0.00
County Mill Value:	0	

DELINQUENT TAXES
 Total Prior Year(s)
 Delinquent Tax Including Penalty and Interest:

If Paid By*:
 * Additional Penalty and Interest shall be added if not paid by above date.
 Questions? Call 406-447-8329.

Taxpayers may pay taxes that are delinquent at anytime if they pay the full amount of the delinquency. If taxpayer wants to pay only part of their delinquent taxes, then the current year has to be paid in full before they can pay a delinquent year. Delinquent payments must be credited to the oldest year first.

Please review the back of the tax bill for Dist. Breakdown and further information.

Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

GENERAL TAX DETAIL

Levy Description	Amount
<p>11-60-0702-9502 ✓</p> <p>APR 08 2024</p> <p>CARROLL COLLEGE BUSINESS OFFICE</p>	
Total Mill Levy:	689.19
Total General Taxes	0.00

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	
OT STORM WATER UTL	0008	0.00	30,000.00
OT LANDFILL MONITORING	0016	0.00	7,258.88
OT URBAN FOREST MGMT	0061	0.00	75.35
OT OPEN SPACE MAINT	0070	0.00	19.50
OT LIGHT DISTRICT #357	0357	0.00	1,483.66
OT WATER QUAL/COMM/CITY	8042A	0.00	290.48
			17.58

TOTAL			
Total Taxes Due Current Year	0.00	39,145.45	
	0.00	39,145.45 ✓	

--Voted In **Voted to increase ***Voted to exceed Statutory Authority

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

Please contact your mortgage company to figure out whether they will be processing a payment on your behalf or if it will be your responsibility.

This billing is a result of the Montana Supreme Court decision, which will include either a revision or will be in addition to your second half 2023 tax bill. If your second half tax bill has already been paid, this bill is in addition to your original bill, please do not disregard. Please note your original tax bill only contained 79.2 mills (77.9 mills plus 1.3 vo-tech mills) instead of the 96.5 mills (95 mills plus 1.5 vo-tech mills) for the school equalization mill levies for the 2023 tax year. The Montana Supreme Court ordered counties to comply with Department of Revenue's mill levy calculation. Therefore, this revised 2023 tax bill for the second half or this supplemental bill either includes or represents the additional 17.3 mills.

TS

V153702 ✓

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
Property Tax Department
316 N Park Ave Rm 113A
Helena MT 59623
Phone: (406) 447-8329

28656*60**G50**1.15**3/8*****AUTOALL FOR AACD 590
CARROLL COLLEGE
1601 N BENTON AVE
HELENA MT 59625-0001

PROPERTY ID NO.: 24668 ✓
01-02: Tax District 01
SEC-TWN-RGE: 30-10 N-03 W

Property Location:
Legal Description: PM83 & 83A OF CAPITOL HILL

For internet payments
please log onto:
<https://tax.tyler-tech.com/LewisAndClarkMT/>
For payments using
credit cards, dial toll free
1-888-272-9829.
You will be asked for a
jurisdiction Number. This
number is 3602. You will
then be prompted for
payment information.

Valuation Type	Market Value	Taxable Value
Real Estate	92,001.00	0.00
Improvements	12,120.00	0.00
Personal Property	0.00	0.00
	104,121.00	0.00

County Mill Value: 0

DELINQUENT TAXES

Total Prior Year(s)
Delinquent Tax Including
Penalty and Interest:

If Paid By*:

* Additional Penalty and
Interest shall be added if
not paid by above date.

Questions?
Call 406-447-8329.

Taxpayers may pay taxes that
are delinquent at anytime if
they pay the full amount of
the delinquency. If taxpayer
wants to pay only part of their
delinquent taxes, then the
current year has to be paid
in full before they can pay a
delinquent year. Delinquent
payments must be credited to
the oldest year first.

Please review the
back of the tax bill for
Dist. Breakdown and
further information.

Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

GENERAL TAX DETAIL

Levy Description	Amount	Levy Description (Continued)	Amount
------------------	--------	------------------------------	--------

Total Mill Levy: 689.19

Total General Taxes 0.00

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	184.26
OT STORM WATER UTL	0008	0.00	107.83
OT LANDFILL MONITORING	0016	0.00	9.04
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	24.67
OT LIGHT DISTRICT #357	0357	0.00	107.74

TOTAL	0.00	453.04
Total Taxes Due Current Year	0.00	453.04 ✓

*-Voted In **Voted to increase ***Voted to exceed Statutory Authority

11-60-0702-9522 ✓

CARROLL COLLEGE
BUSINESS OFFICE

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

Please contact your mortgage company to figure out whether they will be processing a payment on your behalf or if it will be your responsibility.

This billing is a result of the Montana Supreme Court decision, which will include either a revision or will be in addition to your second half 2023 tax bill. If your second half tax bill has already been paid, this bill is in addition to your original bill, please do not disregard. Please note your original tax bill only contained 79.2 mills (77.9 mills plus 1.3 vo-tech mills) instead of the 96.5 mills (95 mills plus 1.5 vo-tech mills) for the school equalization mill levies for the 2023 tax year. The Montana Supreme Court ordered counties to comply with Department of Revenue's mill levy calculation. Therefore, this revised 2023 tax bill for the second half or this supplemental bill either includes or represents the additional 17.3 mills.

B

153703

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
Property Tax Department
316 N Park Ave Rm 113A
Helena MT 59623
Phone: (406) 447-8329

28655*60**G50**0.67**3/4*****AUTOALL FOR AADC 590
CARROLL COLLEGE
1601 N BENTON AVE
HELENA MT 59625-0001

PROPERTY ID NO.: 24755 ✓
 01-02: Tax District 01
 SEC-TWN-RGE: 30-10 N-03 W

Property Location: 1220 BISHOP CARROLL DR
 Legal Description: COS #619517

For internet payments please log onto:
<https://tax.tyler-tech.com/LewisAndClarkMT/>

For payments using credit cards, dial toll free 1-888-272-9829.
 You will be asked for a jurisdiction Number. This number is 3602. You will then be prompted for payment information.

Valuation Type	Market Value	Taxable Value
Real Estate	361,329.00	0.00
Improvements	16,929,010.00	0.00
Personal Property	0.00	0.00
	17,290,339.00	0.00

County Mill Value: 0

Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

Levy Description	Amount
	477.66 +
	622.02 +
	1,099.68 *
	0.00 *
	0.00 *
✓ 4,207.39 (1) +	
✓ 4,207.37 (2) +	
✓ 477.66 (3) +	
✓ 622.02 +	
✓ 9,514.44 *	

Levy Description (Continued)	Amount
① 14-71-0920-9522 ✓	
② 14-71-0922-9522 ✓	
③ 11-60-0702-9522 ✓	
Total Mill Levy: 689.19	
Total General Taxes	0.00

DELINQUENT TAXES

Total Prior Year(s)
 Delinquent Tax Including Penalty and Interest:

If Paid By*:

* Additional Penalty and Interest shall be added if not paid by above date.

Questions?
 Call 406-447-8329.

Taxpayers may pay taxes that are delinquent at anytime if they pay the full amount of the delinquency. If taxpayer wants to pay only part of their delinquent taxes, then the current year has to be paid in full before they can pay a delinquent year. Delinquent payments must be credited to the oldest year first.

Please review the back of the tax bill for Dist. Breakdown and further information.

SPECIAL ASSESSMENTS				
Description	Code	1st Half	2nd Half	
OT STREET MAINT #1	0001	0.00	8,015.10	
OT STORM WATER UTL	0008	0.00	1,123.82	
OT LANDFILL MONITORING	0016	0.00	36.17	
OT URBAN FOREST MGMT	0061	0.00	19.50	
OT OPEN SPACE MAINT	0070	0.00	231.96	
OT WATER QUAL/COMM/CITY	8042C	0.00	87.89	
TOTAL		0.00	9,514.44	
Total Taxes Due Current Year		0.00	9,514.44	✓

*-Voted In **Voted to increase ***Voted to exceed Statutory Authority

4-23-24 v5

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

Please contact your mortgage company to figure out whether they will be processing a payment on your behalf or if it will be your responsibility.

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TS

153704 ✓

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
 Property Tax Department
 316 N Park Ave Rm 113A
 Helena MT 59623
 Phone: (406) 447-8329

28662*60**G50**0.67**3/4*****AUTOALL FOR AADC 590
 CARROLL COLLEGE
 1601 N BENTON AVE
 HELENA MT 59625-0001

PROPERTY ID NO.: 38582 ✓
 01-02: Tax District 01
 SEC-TWN-RGE: 30-10 N-03 W

Property Location: 1601 N BENTON AVE
 Legal Description: M & B TR IN NW4NW4

For internet payments
 please log onto:

<https://tax.tylerotech.com/LewisAndClarkMT/>

For payments using
 credit cards, dial toll free
 1-888-272-9829.
 You will be asked for a
 jurisdiction Number. This
 number is 3602. You will
 then be prompted for
 payment information.

Valuation Type	Market Value	Taxable Value
Real Estate	557,850.00	0.00
Improvements	45,175,400.00	0.00
Personal Property	0.00	0.00
	45,733,250.00	0.00

County Mill Value: 0

DELINQUENT TAXES
 Total Prior Year(s)
 Delinquent Tax Including
 Penalty and Interest:

If Paid By*:

* Additional Penalty and
 Interest shall be added if
 not paid by above date.

Questions?
 Call 406-447-8329.

Taxpayers may pay taxes that
 are delinquent at anytime if
 they pay the full amount of
 the delinquency. If taxpayer
 wants to pay only part of their
 delinquent taxes, then the
 current year has to be paid
 in full before they can pay a
 delinquent year. Delinquent
 payments must be credited to
 the oldest year first.

Please review the
 back of the tax bill for
 Dist. Breakdown and
 further information.

Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

GENERAL TAX DETAIL

Levy Description	Amount	Levy Description (Continued)	Amount
		11-60-0702-9522 ✓	

Total Mill Levy: 689.19

Total General Taxes 0.00

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	27,678.02
OT STORM WATER UTILITY	0008	0.00	7,088.13
OT LANDFILL MONITORING	0016	0.00	75.35
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	1,448.82
OT LIGHT DISTRICT #357	0357	0.00	347.37
OT WATER QUAL/COMM/CITY	8042C	0.00	87.89

TOTAL	0.00	36,745.08
Total Taxes Due Current Year	0.00	36,745.08 ✓

*-Voted In **Voted to increase ***Voted to exceed Statutory Authority

RECEIVED
 APR 30 2023
 CARROLL COLLEGE
 BUSINESS OFFICE

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

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TS

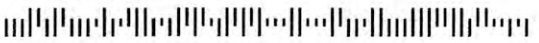
153705 ✓

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
Property Tax Department
316 N Park Ave Rm 113A
Helena MT 59623
Phone: (406) 447-8329

28657*60**G50**0.43**1/2*****AUTOALL FOR AADC 590
CARROLL COLLEGE A CORP
1601 N BENTON AVE
HELENA MT 59625-0001



Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

PROPERTY ID NO.: 23653 ✓
01-02: Tax District 01
SEC-TWN-RGE: 30-10 N-03 W

For internet payments please log onto:
<https://tax.tyleritech.com/LewisAndClarkMT/>

For payments using credit cards, dial toll free 1-888-272-9829. You will be asked for a jurisdiction number. This number is 3602. You will then be prompted for payment information.

Property Location:
Legal Description: LT 86-7

Valuation Type	Market Value	Taxable Value
Real Estate	95,204.00	0.00
Improvements	6,480.00	0.00
Personal Property	0.00	0.00
	101,684.00	0.00

DELINQUENT TAXES

Total Prior Year(s)
Delinquent Tax Including Penalty and Interest:

County Mill Value: 0

GENERAL TAX DETAIL

Levy Description	Amount

Levy Description (Continued)	Amount

If Paid By*:

* Additional Penalty and Interest shall be added if not paid by above date.

Questions? Call 406-447-8329.

Taxpayers may pay taxes that are delinquent at anytime if they pay the full amount of the delinquency. If taxpayer wants to pay only part of their delinquent taxes, then the current year has to be paid in full before they can pay a delinquent year. Delinquent payments must be credited to the oldest year first.

Please review the back of the tax bill for Dist. Breakdown and further information.

Total Mill Levy: 689.19
Total General Taxes 0.00

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	103.08
OT STORM WATER UTL	0008	0.00	63.18
OT LANDFILL MONITORING	0016	0.00	9.04
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	22.73
OT LIGHT DISTRICT #357	0357	0.00	24.24

TOTAL	0.00	241.77
Total Taxes Due Current Year	0.00	241.77 ✓

*-Voted In **-Voted to increase ***-Voted to exceed Statutory Authority

APR 30 2024
CARROLL COLLEGE
BUSINESS OFFICE

11-60-0702-9522 ✓

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

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153706

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
Property Tax Department
316 N Park Ave Rm 113A
Helena MT 59623
Phone: (406) 447-8329

28660*60**G50**0.43**1/2*****AUTOALL FOR AADC 590
CARROLL COLLEGE A CORP
1601 N BENTON AVE
HELENA MT 59625-0001



Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

PROPERTY ID NO.: 26019 ✓
01-02: Tax District 01
SEC-TWN-RGE: 30-10 N-03 W

For internet payments
please log onto:
[https://tax.lyertech.com/
LewisAndClarkMT/](https://tax.lyertech.com/LewisAndClarkMT/)
For payments using
credit cards, dial toll free
1-888-272-9829.
You will be asked for a
jurisdiction Number. This
number is 3602. You will
then be prompted for
payment information.

Property Location:
Legal Description: TR ABOVE CAPITAL HILLADDN PT OF TR
86-87

Valuation Type	Market Value	Taxable Value
Real Estate	95,204.00	0.00
Improvements	8,500.00	0.00
Personal Property	0.00	0.00
	103,704.00	0.00

County Mill Value: 0

DELINQUENT TAXES
Total Prior Year(s)
Delinquent Tax Including
Penalty and Interest:

If Paid By*:

* Additional Penalty and
Interest shall be added if
not paid by above date.

Questions?
Call 406-447-8329.

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current year has to be paid
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delinquent year. Delinquent
payments must be credited to
the oldest year first.

Please review the
back of the tax bill for
Dist. Breakdown and
further information.

GENERAL TAX DETAIL

Levy Description	Amount	Levy Description (Continued)	Amount
		11-40-0702-9522 ✓	
		Total Mill Levy:	689.19
		Total General Taxes	0.00

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	103.08
OT STORM WATER UTIL	0008	0.00	49.34
OT LANDFILL MONITORING	0016	0.00	9.04
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	18.33
OT LIGHT DISTRICT #357	0357	0.00	24.24

TOTAL	0.00	223.53
Total Taxes Due Current Year	0.00	223.53 ✓

*-Voted In **Voted to increase ***Voted to exceed Statutory Authority

4-23-24 v5

APR 20 2024
CARROLL COLLEGE
BUSINESS OFFICE

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

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TS

✓153707✓

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
Property Tax Department
316 N Park Ave Rm 113A
Helena MT 59623
Phone: (406) 447-8329

28654*60**G50**1.39**3/10*****AUTOALL FOR AADC 590
CARROLL COLLEGE
1601 N BENTON AVE
HELENA MT 59625-0001

11-05-0181-9522 ✓

PROPERTY ID NO.: 3702 ✓
01-01: Tax District 01
SEC-TWN-RGE: 30-10 N-03 W

For internet payments please log onto:
<https://tax.tyler-tech.com/LewisAndClarkMT/>
For payments using credit cards, dial toll free 1-888-272-9829.
You will be asked for a jurisdiction Number. This number is 3602. You will then be prompted for payment information.

Property Location: 1004 N PARK AVE
Legal Description: N 9' OF E 70' LOT 15; W 50' OF N 9' LOT

Valuation Type	Market Value	Taxable Value
Real Estate	188,700.00	2,547.00
Improvements	168,800.00	2,279.00
Personal Property	0.00	0.00
	357,500.00	4,826.00

DELINQUENT TAXES
Total Prior Year(s)
Delinquent Tax Including Penalty and Interest:

County Mill Value: 0

Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

GENERAL TAX DETAIL

Levy Description	Amount
HL *Helena Fire Safety Levy-Voted	24.08
HL Helena General	255.05
HL *Helena GO 2008-Voted	13.46
HL Helena Permissive	66.38
LC All Purpose	68.77
LC Co Extension	2.68
LC *Detention Center Bond Services-Voted	7.43
LC *Detention Services-Voted	41.17
LC District Court	6.83
LC *Diversion Services-Voted	10.81
LC Entitlement Levy	35.25
LC *Fairgrounds-Voted	6.52
LC Health	15.30
LC Library	13.78
LC **Library 1-Voted	28.96
LC Mental Health	1.40
LC Parks	0.19
LC Permissive Med Levy	22.92
LC Public Safety	66.96
LC **Public Safety 1-Voted	55.79
LC *Search and Rescue Maintenance	1.93
LC Senior Citizens	2.15
LC Sheriff's Retirement System Levy	2.94
LC Co Elem Retirement	56.75
LC Co High Retirement	33.44
LC Co Transportation	6.47
LC Co Elem Schools	65.15
LC Co High Schools	43.43
SD Elem Adult Ed	3.35
SD Elem Bond/Debt	3.84
SD **Elem Bond/Debt A-Voted	68.53
SD Elem Building Reserve-Permissive	4.66
SD *Elem Building Reserve-Voted	46.09
SD Elem General	68.31
SD **Elem General A-Voted	126.54
SD *Elem Technology-Voted	7.99
SD Elem Transportation	85.15
SD Elem Tuition	30.84

Levy Description (Continued)	Amount
SD High Adult Ed	3.06
SD High Bond/Debt	2.46
SD *High Building Reserve	21.11
SD High Building Reserve-Permissive	2.15
SD High General	34.75
SD **High General A-Voted	72.85
SD *High Technology	7.87
SD High Transportation	14.84
SD High Tuition	5.62
ST St Equalization	79.39
ST University	14.48
ST Vo-Tech	3.14

Total Mill Levy: 689.19
Total General Taxes 1,663.01

If Paid By*:

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SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	103.08
OT SOLID WASTE	0003	0.00	97.05
OT STORM WATER UTL	0008	0.00	26.46
OT LANDFILL MONITORING	0016	0.00	3.61
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	11.07
OT LIGHT DISTRICT #357	0357	0.00	40.84
OT FORESTVALE CEM	2121	0.00	6.25
OT OPEN-SPACE LANDS	2518	0.00	11.27
OT WATER QUALITY INSIDE CITY	8000	0.00	4.40
OT CO ELEM SCHL ADTL MILLS	CELM	0.00	28.95
OT CO HIGH SCHL ADTL MILLS	CHGH	0.00	19.31
OT ST EQUALIZATION ADTL MILL	SEQL	0.00	34.26
OT VO TECH ADTL MILL	VTCH	0.00	0.97

TOTAL 0.00 407.02
Total Taxes Due Current Year 0.00 2,070.03 ✓

*-Voted In **Voted to increase ***-Voted to exceed Statutory Authority

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TS

V153708 ✓

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
Property Tax Department
316 N Park Ave Rm 113A
Helena MT 59623
Phone: (406) 447-8329

PROPERTY ID NO.: 3701 ✓
01-01: Tax District 01
SEC-TWN-RGE: 30-10 N-03 W

Property Location: 1108 N PARK AVE
Legal Description: E 70' OF S 10' LOT 13; E 70' LOT 14; E 1

For internet payments please log onto:
<https://tax.tyler-tech.com/LewisAndClarkMT/>
For payments using credit cards, dial toll free 1-888-272-9829.
You will be asked for a jurisdiction Number. This number is 3602. You will then be prompted for payment information.

28654*60**G50**1.39**1/10*****AUTOALL FOR AADC 590
CARROLL COLLEGE
1601 N BENTON AVE
HELENA MT 59625-0001

11-05-0182-9522 ✓

Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

Valuation Type	Market Value	Taxable Value
Real Estate	75,080.00	1,014.00
Improvements	181,320.00	2,448.00
Personal Property	0.00	0.00
	256,400.00	3,462.00

County Mill Value: 0

DELINQUENT TAXES

Total Prior Year(s)
Delinquent Tax Including Penalty and Interest:

If Paid By*:

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Questions?
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Please review the back of the tax bill for Dist. Breakdown and further information.

GENERAL TAX DETAIL

Levy Description	Amount
HL *Helena Fire Safety Levy-Voted	17.28
HL Helena General	182.97
HL *Helena GO 2008-Voted	9.66
HL Helena Permissive	47.62
LC All Purpose	49.33
LC Co Extension	1.92
LC *Detention Center Bond Services-Voted	5.33
LC *Detention Services-Voted	29.53
LC District Court	4.90
LC *Diversion Services-Voted	7.76
LC Entitlement Levy	25.29
LC *Fairgrounds-Voted	4.67
LC Health	10.97
LC Library	9.88
LC **Library 1-Voted	20.77
LC Mental Health	1.00
LC Parks	0.14
LC Permissive Med Levy	16.44
LC Public Safety	48.04
LC **Public Safety 1-Voted	40.02
LC *Search and Rescue Maintenance	1.39
LC Senior Citizens	1.54
LC Sheriff's Retirement System Levy	2.11
LC Co Elem Retirement	40.71
LC Co High Retirement	23.99
LC Co Transportation	4.64
LC Co Elem Schools	46.74
LC Co High Schools	31.16
SD Elem Adult Ed	2.41
SD Elem Bond/Debt	2.75
SD **Elem Bond/Debt A-Voted	49.16
SD Elem Building Reserve-Permissive	3.34
SD *Elem Building Reserve-Voted	33.06
SD Elem General	49.00
SD **Elem General A-Voted	90.77
SD *Elem Technology-Voted	5.73
SD Elem Transportation	61.09
SD Elem Tuition	22.12

Levy Description (Continued)	Amount
SD High Adult Ed	2.20
SD High Bond/Debt	1.77
SD *High Building Reserve	15.15
SD High Building Reserve-Permissive	1.54
SD High General	24.93
SD **High General A-Voted	52.26
SD *High Technology	5.64
SD High Transportation	10.65
SD High Tuition	4.03
ST St Equalization	56.95
ST University	10.39
NT Vo-Tech	2.25

Total Mill Levy: 689.19

Total General Taxes 1,192.99

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	103.08
OT SOLID WASTE	0003	0.00	97.05
OT STORM WATER UTL	0008	0.00	23.08
OT LANDFILL MONITORING	0016	0.00	3.61
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	10.00
OT LIGHT DISTRICT #357	0357	0.00	12.32
OT FORESTVALE CEM	2121	0.00	4.48
OT OPEN-SPACE LANDS	2518	0.00	8.08
OT WATER QUALITY INSIDE CITY	8000	0.00	4.40
OT CO ELEM SCHL ADTL MILLS	CELM	0.00	20.77
OT CO HIGH SCHL ADTL MILLS	CHGH	0.00	13.85
OT ST EQUALIZATION ADTL MILL	SEQL	0.00	24.58
OT VO TECH ADTL MILL	VTCH	0.00	0.69

TOTAL
Total Taxes Due Current Year 0.00 345.49
0.00 1,538.48 ✓

*-Voted In **Voted to increase ***Voted to exceed Statutory Authority

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TS

153709 ✓

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
Property Tax Department
316 N Park Ave Rm 113A
Helena MT 59623
Phone: (406) 447-8329

28653*60**G50**0.43**1/2*****AUTOALL FOR AADC 590
CARROLL COLLEGE
1601 N BENTON AVE RM 204
HELENA MT 59625-0001



PROPERTY ID NO.: 3418 ✓
01-02: Tax District 01
SEC-TWN-RGE: 30-10 N-03 W

For internet payments please log onto:
<https://tax.tyler-tech.com/LewisAndClarkMT/>
For payments using credit cards, dial toll free 1-888-272-9829. You will be asked for a jurisdiction Number. This number is 3602. You will then be prompted for payment information.

Property Location: 198 W LYNDAL AVE
Legal Description: CAPITAL HILL ADDN, S30, T10 N, R03 W, BL

Valuation Type	Market Value	Taxable Value
Real Estate	86,611.00	0.00
Improvements	269,940.00	0.00
Personal Property	0.00	0.00
	356,551.00	0.00

County Mill Value: 0

DELINQUENT TAXES

Total Prior Year(s)
Delinquent Tax Including Penalty and Interest:

If Paid By*:

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Questions?
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Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

GENERAL TAX DETAIL

Levy Description	Amount
11-05-0169-9522 ✓	
APR 20 2024	
CARROLL COLLEGE BUSINESS OFFICE	
TOTAL	0.00
Total Taxes Due Current Year	0.00

Levy Description (Continued)	Amount
Total Mill Levy:	689.19
Total General Taxes	0.00

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	103.08
OT SOLID WASTE	0003	0.00	97.05
OT STORM WATER UTL	0008	0.00	33.38
OT LANDFILL MONITORING	0016	0.00	3.61
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	13.27
OT LIGHT DISTRICT #357	0357	0.00	18.66
OT WATER QUALITY INSIDE CITY	8000	0.00	4.40

TOTAL	0.00	292.95
Total Taxes Due Current Year	0.00	292.95 ✓

*-Voted In **-Voted to increase ***-Voted to exceed Statutory Authority

4-23-24 #5

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

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AS

153710 ✓

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
Property Tax Department
316 N Park Ave Rm 113A
Helena MT 59623
Phone: (406) 447-8329

28654*60**G50**1.39**7/10*****AUTOALL FOR AADC 590
CARROLL COLLEGE
1601 N BENTON AVE
HELENA MT 59625-0001

Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

PROPERTY ID NO.: 4954 ✓
01-01: Tax District 01
SEC-TWN-RGE: 30-10 N-03 W

Property Location: 194 W LYNDAL AVE
Legal Description: CAPITAL HILL ADDN, S30, T10 N, R03 W, BL

For internet payments please log onto:
<https://tax.tyler-tech.com/LewisAndClarkMT/>
For payments using credit cards, dial toll free 1-888-272-9829. You will be asked for a jurisdiction Number. This number is 3602. You will then be prompted for payment information.

Valuation Type	Market Value	Taxable Value
Real Estate	104,720.00	0.00
Improvements	189,380.00	0.00
Personal Property	0.00	0.00
	294,100.00	0.00

DELINQUENT TAXES
Total Prior Year(s)
Delinquent Tax Including Penalty and Interest:

County Mill Value: 0

If Paid By*:
* Additional Penalty and Interest shall be added if not paid by above date.
Questions? Call 406-447-8329.
Taxpayers may pay taxes that are delinquent at anytime if they pay the full amount of the delinquency. If taxpayer wants to pay only part of their delinquent taxes, then the current year has to be paid in full before they can pay a delinquent year. Delinquent payments must be credited to the oldest year first.

GENERAL TAX DETAIL

Levy Description	Amount
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Levy Description (Continued)	Amount
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11-60-0199-9522 ✓

RECEIVED
APR 20 2024
CARROLL COLLEGE
BUSINESS OFFICE

Total Mill Levy: 689.19

Total General Taxes 0.00

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	103.08
OT SOLID WASTE	0003	0.00	97.05
OT STORM WATER UTL	0008	0.00	23.08
OT LANDFILL MONITORING	0016	0.00	3.61
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	10.00
OT LIGHT DISTRICT #357	0357	0.00	18.67
OT WATER QUALITY INSIDE CITY	8000	0.00	4.40

TOTAL	0.00	279.39
Total Taxes Due Current Year	0.00	279.39 ✓

*-Voted In **Voted to increase ***Voted to exceed Statutory Authority

4-23-24 v6

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

Please contact your mortgage company to figure out whether they will be processing a payment on your behalf or if it will be your responsibility.

This billing is a result of the Montana Supreme Court decision, which will include either a revision or will be in addition to your second half 2023 tax bill. If your second half tax bill has already been paid, this bill is in addition to your original bill, please do not disregard. Please note your original tax bill only contained 79.2 mills (77.9 mills plus 1.3 vo-tech mills) instead of the 96.5 mills (95 mills plus 1.5 vo-tech mills) for the school equalization mill levies for the 2023 tax year. The Montana Supreme Court ordered counties to comply with Department of Revenue's mill levy calculation. Therefore, this revised 2023 tax bill for the second half or this supplemental bill either includes or represents the additional 17.3 mills.

B

V153711V

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
Property Tax Department
316 N Park Ave Rm 113A
Helena MT 59623
Phone: (406) 447-8329

28654*60**G50**1.39**9/10*****AUTOALL FOR AADC 590
CARROLL COLLEGE
1601 N BENTON AVE
HELENA MT 59625-0001

11-05-0171-9522

PROPERTY ID NO.: 4955 ✓
01-01: Tax District 01
SEC-TWN-RGE: 30-10 N-03 W

Property Location: 180 W LYNDAL AVE
Legal Description: CAPITAL HILL ADDN, S30, T10 N, R03 W, BL

For internet payments please log onto:
<https://tax.tyertech.com/LewisAndClarkMT/>
For payments using credit cards, dial toll free 1-888-272-9829
You will be asked for a jurisdiction Number. This number is 3602. You will then be prompted for payment information.

Valuation Type	Market Value	Taxable Value
Real Estate	168,940.00	2,281.00
Improvements	152,060.00	2,053.00
Personal Property	0.00	0.00
	<u>321,000.00</u>	<u>4,334.00</u>

County Mill Value: 0

DELINQUENT TAXES
Total Prior Year(s)
Delinquent Tax Including Penalty and Interest:

Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

GENERAL TAX DETAIL

Levy Description	Amount
HL *Helena Fire Safety Levy-Voted	21.63
HL Helena General	229.05
HL *Helena GO 2008-Voted	12.09
HL Helena Permissive	59.61
LC All Purpose	61.76
LC Co Extension	2.41
LC *Dentention Center Bond Services-Voted	6.67
LC *Detention Services-Voted	36.97
LC District Court	6.13
LC *Diversion Services-Voted	9.71
LC Entitlement Levy	31.66
LC *Fairgrounds-Voted	5.85
LC Health	13.74
LC Library	12.37
LC **Library 1-Voted	26.00
LC Mental Health	1.26
LC Parks	0.17
LC Permissive Med Levy	20.59
LC Public Safety	60.13
LC **Public Safety 1-Voted	50.10
LC *Search and Rescue Maintenance	1.73
LC Senior Citizens	1.93
LC Sheriff's Retirement System Levy	2.64
SC Co Elem Retirement	50.97
SC Co High Retirement	30.04
SC Co Transportation	5.81
SC Co Elem Schools	58.51
SC Co High Schools	39.01
SD Elem Adult Ed	3.01
SD Elem Bond/Debt	3.45
SD **Elem Bond/Debt A-Voted	61.54
SD Elem Building Reserve-Permissive	4.18
SD *Elem Building Reserve-Voted	41.39
SD Elem General	61.35
SD **Elem General A-Voted	113.64
SD *Elem Technology-Voted	7.17
SD Elem Transportation	76.47
SD Elem Tuition	27.69

Levy Description (Continued)	Amount
SD High Adult Ed	2.75
SD High Bond/Debt	2.21
SD *High Building Reserve	18.86
SD High Building Reserve-Permissive	1.93
SD High General	31.21
SD **High General A-Voted	65.42
SD *High Technology	7.07
SD High Transportation	13.33
SD High Tuition	5.05
ST St Equalization	71.29
ST University	13.00
ST Vo-Tech	2.82

Total Mill Levy: 689.19

Total General Taxes 1,493.47

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	103.08
OT SOLID WASTE	0003	0.00	97.05
OT STORM WATER UTL	0008	0.00	23.08
OT LANDFILL MONITORING	0016	0.00	3.61
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	10.00
OT LIGHT DISTRICT #357	0357	0.00	37.35
OT FORESTVALE CEM	2121	0.00	5.61
OT OPEN-SPACE LANDS	2518	0.00	10.12
OT WATER QUALITY INSIDE CITY	8000	0.00	4.40
OT CO ELEM SCHL ADTL MILLS	CELM	0.00	26.01
OT CO HIGH SCHL ADTL MILLS	CHGL	0.00	17.33
OT ST EQUALIZATION ADTL MILL	SEQL	0.00	30.78
OT VO TECH ADTL MILL	VTCH	0.00	0.87

TOTAL 0.00 388.79
Total Taxes Due Current Year 0.00 1,882.26 ✓

*-Voted In **Voted to increase ***Voted to exceed Statutory Authority

If Paid By*:
* Additional Penalty and Interest shall be added if not paid by above date.
Questions? Call 406-447-9329.
Taxpayers may pay taxes that are delinquent at anytime if they pay the full amount of the delinquency. If taxpayer wants to pay only part of their delinquent taxes, then the current year has to be paid in full before they can pay a delinquent year. Delinquent payments must be credited to the oldest year first.
Please review the back of the tax bill for Dist. Breakdown and further information.

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

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TS

V153712 ✓

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
Property Tax Department
316 N Park Ave Rm 113A
Helena MT 59623
Phone: (406) 447-8329

PROPERTY ID NO.: 3898 ✓
01-01: Tax District 01
SEC-TWN-RGE: 30-10 N-03 W

For internet payments please log onto:
<https://tax.tyler-tech.com/LewisAndClarkMT/>
For payments using credit cards, dial toll free 1-888-272-9829.
You will be asked for a jurisdiction Number. This number is 3602. You will then be prompted for payment information.

Property Location: 174 W LYNDAL AVE
Legal Description: LT E19' OF 36 LT 37

Valuation Type	Market Value	Taxable Value
Real Estate	97,014.00	1,310.00
Improvements	152,386.00	2,057.00
Personal Property	0.00	0.00
	249,400.00	3,367.00

DELINQUENT TAXES

Total Prior Year(s)
Delinquent Tax Including Penalty and Interest:

County Mill Value: 0

If Paid By*:

* Additional Penalty and Interest shall be added if not paid by above date.

Questions? Call 406-447-8329.

Taxpayers may pay taxes that are delinquent at anytime if they pay the full amount of the delinquency. If taxpayer wants to pay only part of their delinquent taxes, then the current year has to be paid in full before they can pay a delinquent year. Delinquent payments must be credited to the oldest year first.

Please review the back of the tax bill for Dist. Breakdown and further information.

28655*60**G50**0.67**1/4*****AUTOALL FOR AADC 590
CARROLL COLLEGE
1601 N BENTON AVE
HELENA MT 59625-0001

11-05-0166-9522 ✓

Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

GENERAL TAX DETAIL

Levy Description	Amount
HL *Helena Fire Safety Levy-Voted	16.80
HL Helena General	177.95
HL *Helena GO 2008-Voted	9.39
HL Helena Permissive	46.31
LC All Purpose	47.98
LC Co Extension	1.87
LC *Detention Center Bond Services-Voted	5.19
LC *Detention Services-Voted	28.72
LC District Court	4.76
LC *Diversion Services-Voted	7.54
LC Entitlement Levy	24.60
LC *Fairgrounds-Voted	4.55
LC Health	10.67
LC Library	9.61
LC **Library 1-Voted	20.20
LC Mental Health	0.98
LC Parks	0.13
LC Permissive Med Levy	15.99
LC Public Safety	46.72
LC **Public Safety 1-Voted	38.92
LC *Search and Rescue Maintenance	1.35
LC Senior Citizens	1.50
LC Sheriff's Retirement System Levy	2.05
SC Co Elem Retirement	39.60
SC Co High Retirement	23.33
SC Co Transportation	4.51
SC Co Elem Schools	45.45
SC Co High Schools	30.30
SD Elem Adult Ed	2.34
SD Elem Bond/Debt	2.68
SD **Elem Bond/Debt A-Voted	47.81
SD Elem Building Reserve-Permissive	3.25
SD *Elem Building Reserve-Voted	32.16
SD Elem General	47.66
SD **Elem General A-Voted	88.28
SD *Elem Technology-Voted	5.57
SD Elem Transportation	59.41
SD Elem Tuition	21.52

Levy Description (Continued)	Amount
SD High Adult Ed	2.14
SD High Bond/Debt	1.72
SD *High Building Reserve	14.73
SD High Building Reserve-Permissive	1.50
SD High General	24.24
SD **High General A-Voted	50.83
SD *High Technology	5.49
SD High Transportation	10.35
SD High Tuition	3.92
ST St Equalization	55.39
ST University	10.10
ST Vo-Tech	2.19

Total Mill Levy: 689.19
Total General Taxes 1,160.25

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	103.08
OT SOLID WASTE	0003	0.00	97.05
OT STORM WATER UTL	0008	0.00	23.08
OT LANDFILL MONITORING	0016	0.00	3.61
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	10.00
OT LIGHT DISTRICT #357	0357	0.00	16.45
OT FORESTVALE CEM	2121	0.00	4.36
OT OPEN-SPACE LANDS	2518	0.00	7.86
OT WATER QUALITY INSIDE CITY	8000	0.00	4.40
OT CO ELEM SCHL ADTL MILLS	CELM	0.00	20.20
OT CO HIGH SCHL ADTL MILLS	CHGH	0.00	13.47
OT ST EQUALIZATION ADTL MILL	SEQL	0.00	23.90
OT VO TECH ADTL MILL	VTCH	0.00	0.67

TOTAL 0.00 347.63
Total Taxes Due Current Year 0.00 1,507.88 ✓

*-Voted In **-Voted to increase ***-Voted to exceed Statutory Authority

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

Please contact your mortgage company to figure out whether they will be processing a payment on your behalf or if it will be your responsibility.

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B

V153713 ✓

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
Property Tax Department
316 N Park Ave Rm 113A
Helena MT 59623
Phone: (406) 447-8329

27*1**G48**0.67**1/4*****SNGLP
CARROLL COLLEGE INC
1610 N BENTON AVE
HELENA MT 59601-2811



Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

PROPERTY ID NO.: 1013 ✓
01-02: Tax District 01
SEC-TWN-RGE: 30-10 N-03 W

Property Location:
Legal Description: COS 3323416

For internet payments please log onto:
<https://tax.tyleritech.com/LewisAndClarkMT/>
For payments using credit cards, dial toll free 1-888-272-9829. You will be asked for a jurisdiction Number. This number is 3602. You will then be prompted for payment information.

Valuation Type	Market Value	Taxable Value
Real Estate	166,837.00	0.00
Improvements	30,220.00	0.00
Personal Property	0.00	0.00
	197,057.00	0.00

DELINQUENT TAXES

Total Prior Year(s)
Delinquent Tax Including Penalty and Interest:

County Mill Value: 0

GENERAL TAX DETAIL

Levy Description	Amount
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Levy Description (Continued)	Amount
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11-40-0702-9522 ✓

RECEIVED
APR 20 2024
CARROLL COLLEGE
BUSINESS OFFICE

Total Mill Levy: 689.19
Total General Taxes 0.00

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	103.08
OT STORM WATER UTL	0008	0.00	231.18
OT LANDFILL MONITORING	0016	0.00	3.61
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	76.04
OT LIGHT DISTRICT #357	0357	0.00	38.33
OT WATER QUALITY INSIDE CITY	8000	0.00	4.40

If Paid By*:

* Additional Penalty and Interest shall be added if not paid by above date.

Questions? Call 406-447-8329.

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Please review the back of the tax bill for Dist. Breakdown and further information.

*-Voted In **Voted to increase ***Voted to exceed Statutory Authority

TOTAL 0.00 476.14
Total Taxes Due Current Year 0.00 476.14 ✓

4-23-24 v5

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

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AS

153714 ✓

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
Property Tax Department
316 N Park Ave Rm 113A
Helena MT 59623
Phone: (406) 447-8329

27*1**G48**0.67**3/4*****SNGLP
CARROLL COLLEGE INC
1610 N BENTON AVE
HELENA MT 59601-2811

11-05-0180-9522 ✓

PROPERTY ID NO.: 1022 ✓
01-02: Tax District 01
SEC-TWN-RGE: 30-10 N-03 W

For internet payments please log onto:
<https://tax.tyler-tech.com/LewisAndClarkMT/>
For payments using credit cards, dial toll free 1-888-272-9829.
You will be asked for a jurisdiction Number. This number is 3602. You will then be prompted for payment information.

Property Location: 168 W LYNDAL AVE
Legal Description: COS #3104519

Valuation Type	Market Value	Taxable Value
Real Estate	319,131.00	4,308.00
Improvements	219,169.00	2,959.00
Personal Property	0.00	0.00
	538,300.00	7,267.00

DELINQUENT TAXES
Total Prior Year(s)
Delinquent Tax Including Penalty and Interest:

County Mill Value: 0

Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

Levy Description	Amount
HL *Helena Fire Safety Levy-Voted	36.26
HL Helena General	384.06
HL *Helena GO 2008-Voted	20.27
HL Helena Permissive	99.96
LC All Purpose	103.55
LC Co Extension	4.03
LC *Detention Center Bond Services-Voted	11.19
LC *Detention Services-Voted	61.99
LC District Court	10.28
LC *Diversion Services-Voted	16.28
LC Entitlement Levy	53.09
LC *Fairgrounds-Voted	9.81
LC Health	23.04
LC Library	20.75
LC **Library 1-Voted	43.60
LC Mental Health	2.11
LC Parks	0.29
LC Permissive Med Levy	34.52
LC Public Safety	100.83
LC **Public Safety 1-Voted	84.01
LC *Search and Rescue Maintenance	2.91
LC Senior Citizens	3.23
LC Sheriff's Retirement System Levy	4.43
SC Co Elem Retirement	85.46
SC Co High Retirement	50.36
SC Co Transportation	9.74
SC Co Elem Schools	98.10
SC Co High Schools	65.40
SD Elem Adult Ed	5.05
SD Elem Bond/Debt	5.78
SD **Elem Bond/Debt A-Voted	103.19
SD Elem Building Reserve-Permissive	7.01
SD *Elem Building Reserve-Voted	69.40
SD Elem General	102.86
SD **Elem General A-Voted	190.54
SD *Elem Technology-Voted	12.03
SD Elem Transportation	128.23
SD Elem Tuition	46.44

Levy Description (Continued)	Amount
SD High Adult Ed	4.61
SD High Bond/Debt	3.71
SD *High Building Reserve	31.79
SD High Building Reserve-Permissive	3.23
SD High General	52.32
SD **High General A-Voted	109.70
SD *High Technology	11.85
SD High Transportation	22.35
SD High Tuition	8.47
ST St Equalization	119.54
ST University	21.80
ST Vo-Tech	4.72
Total Mill Levy:	689.19
Total General Taxes	2,504.17

If Paid By*:
* Additional Penalty and Interest shall be added if not paid by above date.
Questions?
Call 406-447-8329.
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Please review the back of the tax bill for Dist. Breakdown and further information.

SPECIAL ASSESSMENTS			
Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	2,489.45
OT SOLID WASTE	0003	0.00	97.05
OT STORM WATER UTL	0008	0.00	929.26
OT LANDFILL MONITORING	0016	0.00	21.10
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	192.27
OT LIGHT DISTRICT #357	0357	0.00	265.33
OT FORESTVALE CEM	2121	0.00	9.41
OT OPEN SPACE LANDS	2518	0.00	16.97
OT WATER QUALITY INSIDE CITY	8000	0.00	4.40
OT CO ELEM SCHL ADTL MILLS	CELM	0.00	43.60
OT CO HIGH SCHL ADTL MILLS	CHGH	0.00	29.07
OT ST EQUALIZATION ADTL MILL	SEQL	0.00	51.60
OT VO TECH ADTL MILL	VTCH	0.00	1.45
TOTAL		0.00	4,170.46
Total Taxes Due Current Year		0.00	6,674.63

*-Voted In **Voted to increase ***Voted to exceed Statutory Authority

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

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Handwritten mark

V153115 ✓

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
Property Tax Department
316 N Park Ave Rm 113A
Helena MT 59623
Phone: (406) 447-8329

28654*60**G50**1.39**5/10*****AUTOALL FOR AADC 590
CARROLL COLLEGE
1601 N BENTON AVE
HELENA MT 59625-0001

PROPERTY ID NO.: 4414 ✓
01-02: Tax District 01
SEC-TWN-RGE: 30-10 N-03 W

Property Location: 179 HENRY ST
Legal Description: 3104519

For internet payments please log onto:
<https://tax.tyleritech.com/LewisAndClarkMT/>
For payments using credit cards, dial toll free 1-888-272-9829.
You will be asked for a jurisdiction Number. This number is 3602. You will then be prompted for payment information.

Valuation Type	Market Value	Taxable Value
Real Estate	111,398.00	0.00
Improvements	0.00	0.00
Personal Property	0.00	0.00
	111,398.00	0.00

County Mill Value: 0

DELINQUENT TAXES

Total Prior Year(s)
Delinquent Tax including Penalty and Interest:

Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

GENERAL TAX DETAIL

Levy Description	Amount
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Levy Description (Continued)	Amount
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11-60-0702-9522 ✓

APR 20 2024
CARROLL COLLEGE
BUSINESS OFFICE

Total Mill Levy: 689.19
Total General Taxes 0.00

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	103.08
OT SOLID WASTE	0003	0.00	291.15
OT STORM WATER UTL	0008	0.00	32.61
OT LANDFILL MONITORING	0016	0.00	3.61
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	13.02
OT LIGHT DISTRICT #357	0357	0.00	37.39
OT WATER QUALITY INSIDE CITY	8000	0.00	4.40

TOTAL 0.00 504.76
Total Taxes Due Current Year 0.00 504.76 ✓

*-Voted In **Voted to increase ***Voted to exceed Statutory Authority

4-23-24 JS

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

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TS

V153716

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
Property Tax Department
316 N Park Ave Rm 113A
Helena MT 59623
Phone: (406) 447-8329

28851*60**G50**0.43**1/2*****AUTOALL FOR AADC 590
CARROLL COLLEGE
1601 N BENTON
HELENA MT 59625-0001



Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

PROPERTY ID NO.: 726
01-02: Tax District 01
SEC-TWN-RGE: 30-10 N-03 W

For internet payments please log onto:
<https://tax.tyvertch.com/LewisAndClarkMT/>

Property Location: 183 HENRY ST
Legal Description: CAPITAL HILL ADDN, S30, T10 N, R03 W, BL

For payments using credit cards, dial toll free 1-888-272-9829. You will be asked for a jurisdiction Number. This number is 3602. You will then be prompted for payment information.

Valuation Type	Market Value	Taxable Value
Real Estate	86,611.00	0.00
Improvements	0.00	0.00
Personal Property	0.00	0.00
	86,611.00	0.00

DELINQUENT TAXES
Total Prior Year(s)
Delinquent Tax Including Penalty and Interest:

County Mill Value: 0

GENERAL TAX DETAIL

Levy Description	Amount

Levy Description (Continued)	Amount

11-60-0702-9522

RECEIVED
APR 30 2024
CARROLL COLLEGE
BUSINESS OFFICE

Total Mill Levy: 689.19
Total General Taxes 0.00

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
STREET MAINT #1	0001	0.00	103.08
STORM WATER UTL	0008	0.00	23.08
LANDFILL MONITORING	0016	0.00	3.61
URBAN FOREST MGMT	0061	0.00	19.50
OPEN SPACE MAINT	0070	0.00	10.00
LIGHT DISTRICT #357	0357	0.00	18.66
WATER QUALITY INSIDE CITY	8000	0.00	4.40

Please review the back of the tax bill for Dist. Breakdown and further information.

TOTAL 0.00 182.33
Total Taxes Due Current Year 0.00 182.33

*-Voted In **-Voted to increase ***-Voted to exceed Statutory Authority

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

Please contact your mortgage company to figure out whether they will be processing a payment on your behalf or if it will be your responsibility.

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TS

V153717 ✓

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
Property Tax Department
316 N Park Ave Rm 113A
Helena MT 59623
Phone: (406) 447-8329

28659*60**G50**0.43**1/2*****AUTOALL FOR AADC 590
CARROLL COLLEGE INC
1601 N BENTON AVE
HELENA MT 59625-0001



Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

PROPERTY ID NO.: 24732 ✓
01-02: Tax District 01
SEC-TWN-RGE: 30-10 N-03 W

For internet payments please log onto:
<https://tax.tyler-tech.com/LewisAndClarkMT/>

For payments using credit cards, dial toll free 1-888-272-9829. You will be asked for a jurisdiction Number. This number is 3602. You will then be prompted for payment information.

Property Location:
Legal Description: CAPITAL HILL ADDN, S30, T10 N, R03 W, BL

Valuation Type	Market Value	Taxable Value
Real Estate	111,359.00	0.00
Improvements	22,620.00	0.00
Personal Property	0.00	0.00
	133,979.00	0.00

DELINQUENT TAXES
Total Prior Year(s)
Delinquent Tax Including Penalty and Interest:

County Mill Value: 0

GENERAL TAX DETAIL

Levy Description	Amount	Levy Description (Continued)	Amount
<p style="font-size: 2em; font-family: cursive;">11-60-0702-9522 ✓</p> <p style="font-size: 1.5em; font-family: cursive;">RECEIVED</p> <p style="font-size: 1.5em; font-family: cursive;">APR 20 2024</p> <p style="font-size: 1.5em; font-family: cursive;">CARROLL COLLEGE BUSINESS OFFICE</p>			
Total Mill Levy: 689.19		Total General Taxes 0.00	

If Paid By*:

* Additional Penalty and Interest shall be added if not paid by above date.

Questions? Call 406-447-8329.

Taxpayers may pay taxes that are delinquent at anytime if they pay the full amount of the delinquency. If taxpayer wants to pay only part of their delinquent taxes, then the current year has to be paid in full before they can pay a delinquent year. Delinquent payments must be credited to the oldest year first.

Please review the back of the tax bill for Dist. Breakdown and further information.

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	103.08
OT STORM WATER UTIL	0008	0.00	126.28
OT LANDFILL MONITORING	0016	0.00	21.10
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	42.75
OT LIGHT DISTRICT #357	0357	0.00	37.34

TOTAL	0.00	350.05
Total Taxes Due Current Year	0.00	350.05 ✓

*-Voted In **Voted to increase ***Voted to exceed Statutory Authority

4-23-24 v5

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

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TS

153718 ✓

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
Property Tax Department
316 N Park Ave Rm 113A
Helena MT 59623
Phone: (406) 447-8329

32*1**G48**0.43**1/2*****SNGLP
CARROLL COLLEGE
1610 N BENTON AVE
HELENA MT 59601-2811



Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

PROPERTY ID NO.: 5276 ✓
01-02: Tax District 01
SEC-TWN-RGE: 30-10 N-03 W

Property Location: 1105 N PARK AVE
Legal Description: CAPITAL HILL ADDN, S30, T10 N, R03 W, BL

For internet payments please log onto:
<https://tax.tylertech.com/LewisAndClarkMT/>
For payments using credit cards, dial toll free 1-888-272-9829. You will be asked for a jurisdiction Number. This number is 3602. You will then be prompted for payment information.

Valuation Type	Market Value	Taxable Value
Real Estate	86,611.00	0.00
Improvements	88,210.00	0.00
Personal Property	0.00	0.00
	174,821.00	0.00

DELINQUENT TAXES

Total Prior Year(s)
Delinquent Tax Including Penalty and Interest:

County Mill Value: 0

GENERAL TAX DETAIL

Levy Description	Amount
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Levy Description (Continued)	Amount
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11-60-0702-9522 ✓

RECEIVED
APR 20 2024
CARROLL COLLEGE
BUSINESS OFFICE

Total Mill Levy: 689.19
Total General Taxes 0.00

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	103.08
OT SOLID WASTE	0003	0.00	97.05
OT STORM WATER UTL	0008	0.00	23.08
OT LANDFILL MONITORING	0016	0.00	3.61
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	10.00
OT LIGHT DISTRICT #357	0357	0.00	18.66
OT WATER QUALITY INSIDE CITY	8000	0.00	4.40

TOTAL 0.00 279.38 ✓
Total Taxes Due Current Year 0.00 279.38 ✓

*-Voted In **Voted to increase ***Voted to exceed Statutory Authority

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

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AS

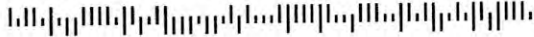
153119 ✓

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
Property Tax Department
316 N Park Ave Rm 113A
Helena MT 59623
Phone: (406) 447-8329

28661*60**G50**0.43**1/2*****AUTOALL FOR AADC 590
CARROLL COLLEGE
1601 N BENTON AVE
HELENA MT 59625-0001



PROPERTY ID NO.: 31450 ✓
01-02: Tax District 01
SEC-TWN-RGE: 30-10 N-03 W

Property Location: 1245 N PARK AVE
Legal Description: 3104519

For internet payments
please log onto:
[https://tax.tyler-tech.com/
LewisAndClarkMT/](https://tax.tyler-tech.com/LewisAndClarkMT/)

For payments using
credit cards, dial toll free
1-888-272-9829.

You will be asked for a
jurisdiction Number. This
number is 3602. You will
then be prompted for
payment information.

Valuation Type	Market Value	Taxable Value
Real Estate	297,332.00	0.00
Improvements	10,014,310.00	0.00
Personal Property	0.00	0.00
	10,311,642.00	0.00

DELINQUENT TAXES

Total Prior Year(s)
Delinquent Tax Including
Penalty and Interest:

County Mill Value: 0

Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

GENERAL TAX DETAIL

Levy Description	Amount

Levy Description (Continued)	Amount

Total Mill Levy: 689.19

Total General Taxes 0.00

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	4,681.92
OT STORM WATER UTL	0008	0.00	1,242.37
OT LANDFILL MONITORING	0016	0.00	36.17
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	256.15
OT LIGHT DISTRICT #357	0357	0.00	549.75

TOTAL	0.00	6,785.86
Total Taxes Due Current Year	0.00	6,785.86 ✓

*-Voted In **Voted to increase ***Voted to exceed Statutory Authority

If Paid By*:

* Additional Penalty and
Interest shall be added if
not paid by above date.

Questions?
Call 406-447-8329.

Taxpayers may pay taxes that
are delinquent at anytime if
they pay the full amount of
the delinquency. If taxpayer
wants to pay only part of their
delinquent taxes, then the
current year has to be paid
in full before they can pay a
delinquent year. Delinquent
payments must be credited to
the oldest year first.

Please review the
back of the tax bill for
Dist. Breakdown and
further information.

11-40-0702-9522 ✓

CARROLL COLLEGE
BUSINESS OFFICE

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

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13



Lewis and Clark County Treasurer's Office
 Property Tax Department
 316 N Park Ave Rm 113A
 Helena MT 59623
 Phone: (406) 447-8329

28656*60**G50**1.15**5/8*****AUTOALL FOR AADC 590
 CARROLL COLLEGE
 1601 N BENTON AVE
 HELENA MT 59625-0001

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE

PROPERTY ID NO.: 24669 ✓
 01-02: Tax District 01
 SEC-TWN-RGE: 30-10 N-03 W

Property Location:
 Legal Description: COS 3323416

For internet payments
 please log onto:
<https://tax.tyler-tech.com/LewisAndClarkMT/>

For payments using
 credit cards, dial toll free
 1-888-272-9829.
 You will be asked for a
 jurisdiction Number. This
 number is 3602. You will
 then be prompted for
 payment information.

Valuation Type	Market Value	Taxable Value
Real Estate	205,470.00	0.00
Improvements	52,080.00	0.00
Personal Property	0.00	0.00
	257,550.00	0.00

DELINQUENT TAXES
 Total Prior Year(s)
 Delinquent Tax Including
 Penalty and Interest:

County Mill Value: 0

Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

GENERAL TAX DETAIL

Levy Description	Amount
<p>11-60-0702-9522 ✓ APR 30 2024 CARROLL COLLEGE BUSINESS OFFICE</p>	

Levy Description (Continued)	Amount
Total Mill Levy:	689.19
Total General Taxes	0.00

If Paid By*:
 * Additional Penalty and
 Interest shall be added if
 not paid by above date.

Questions?
 Call 406-447-8329.

Taxpayers may pay taxes that
 are delinquent at anytime if
 they pay the full amount of
 the delinquency. If taxpayer
 wants to pay only part of their
 delinquent taxes, then the
 current year has to be paid
 in full before they can pay a
 delinquent year. Delinquent
 payments must be credited to
 the oldest year first.

Please review the
 back of the tax bill for
 Dist. Breakdown and
 further information.

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	103.08
OT STORM WATER UTL	0008	0.00	413.59
OT LANDFILL MONITORING	0016	0.00	21.10
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	133.93
OT LIGHT DISTRICT #357	0357	0.00	18.14
TOTAL		0.00	709.34
Total Taxes Due Current Year		0.00	709.34 ✓

*-Voted In **Voted to increase ***Voted to exceed Statutory Authority

4-23-24_v5

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

Please contact your mortgage company to figure out whether they will be processing a payment on your behalf or if it will be your responsibility.

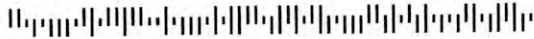
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AS



Lewis and Clark County Treasurer's Office
 Property Tax Department
 316 N Park Ave Rm 113A
 Helena MT 59623
 Phone: (406) 447-8329

28662*60**G50**0.67**1/4*****AUTOALL FOR AADC 590
 CARROLL COLLEGE
 1601 N BENTON AVE
 HELENA MT 59625-0001



YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE

PROPERTY ID NO.: 35929
 01-02: Tax District 01
 SEC-TWN-RGE: 30-10 N-03 W

For internet payments
 please log onto:
[https://itax.lylertech.com/
 LewisAndClarkMT/](https://itax.lylertech.com/LewisAndClarkMT/)

Property Location: 100 W LYNDALE AVE
 Legal Description: COS #616666

For payments using
 credit cards, dial toll free
 1-888-272-9829.
 You will be asked for a
 jurisdiction Number. This
 number is 3602. You will
 then be prompted for
 payment information.

Valuation Type	Market Value	Taxable Value
Real Estate	253,191.00	0.00
Improvements	71,860.00	0.00
Personal Property	0.00	0.00
	<u>325,051.00</u>	<u>0.00</u>

DELINQUENT TAXES
 Total Prior Year(s)
 Delinquent Tax Including
 Penalty and Interest:

County Mill Value: 0

Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

GENERAL TAX DETAIL

Levy Description	Amount	Levy Description (Continued)	Amount
		Total Mill Levy: 689.19	
		Total General Taxes 0.00	

If Paid By*:

* Additional Penalty and
 Interest shall be added if
 not paid by above date.

Questions?
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 are delinquent at anytime if
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 the delinquency. If taxpayer
 wants to pay only part of their
 delinquent taxes, then the
 current year has to be paid
 in full before they can pay a
 delinquent year. Delinquent
 payments must be credited to
 the oldest year first.

Please review the
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 Dist. Breakdown and
 further information.

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	3,005.70
OT STORM WATER UTIL	0008	0.00	899.86
OT LANDFILL MONITORING	0016	0.00	21.10
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	186.27
OT LIGHT DISTRICT #357	0357	0.00	18.14

TOTAL	0.00	4,150.57
Total Taxes Due Current Year	0.00	4,150.57

*-Voted In **Voted to increase ***Voted to exceed Statutory Authority

4-73-24 vs

11-40-0702-9522 ✓

RECEIVED
 APR 20 2024

CARROLL COLLEGE
 BUSINESS OFFICE

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

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13

153722 ✓

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
Property Tax Department
316 N Park Ave Rm 113A
Helena MT 59623
Phone: (406) 447-8329

28652*60**G50**0.43**1/2*******AUTOALL FOR AADC 590
CARROLL COLLEGE FOUNDATION
1601 N BENTON AVE
HELENA MT 59625-0001



PROPERTY ID NO.: 1153 ✓
01-1D: Tax Distr 01 TIF HLNA URB
SEC-TWN-RGE: 30-10 N-03 W

For internet payments
please log onto:
[https://tax.lvortech.com/
LewisAndClarkMT/](https://tax.lvortech.com/LewisAndClarkMT/)

Property Location: 28 N LAST CHANCE GULCH
Legal Description: PARCELS #74-75

For payments using
credit cards, dial toll free
1-888-272-9829.
You will be asked for a
jurisdiction Number. This
number is 3602. You will
then be prompted for
payment information.

Valuation Type	Market Value	Taxable Value
Real Estate	254,425.00	4,809.00
Improvements	2,236,475.00	42,269.00
Personal Property	0.00	0.00
	2,490,900.00	47,078.00

DELINQUENT TAXES
Total Prior Year(s)
Delinquent Tax Including
Penalty and Interest:

County Mill Value: 0

Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

GENERAL TAX DETAIL

Levy Description	Amount
HL *Helena Fire Safety Levy-Voted	185.61
HL Helena General	1965.86
HL *Helena GO 2008-Voted	103.78
HL Helena Permissive	511.65
LC All Purpose	.16
LC Co Extension	.14
LC *Detention Cente	.18
LC *Detention Service	.19
LC District Court	.13
LC *Diversion Service	0.00 * .12
LC Entitlement Levy	.12
LC *Fairgrounds-Vote	.11
LC Health	.11
LC Library	3,760.92 ✓
LC **Library 1-Voted	15,043.70 ✓
LC Mental Health	.19
LC Parks	.19
LC Permissive Med L	18,804.62 ✓
LC Public Safety	.11
LC **Public Safety 1-	.10
LC *Search and Rescue Maintenance	14.88
LC Senior Citizens	16.55
LC Sheriff's Retirement System Levy	22.69
SC Co Elem Retirement	437.44
SC Co High Retirement	257.78
SC Co Transportation	49.84
SC Co Elem Schools	502.16
SC Co High Schools	334.77
SD Elem Adult Ed	25.85
SD Elem Bond/Debt	29.57
SD **Elem Bond/Debt A-Voted	528.20
SD Elem Building Reserve-Permissive	35.90
SD *Elem Building Reserve-Voted	355.23
SD Elem General	526.52
SD **Elem General A-Voted	975.31
SD *Elem Technology-Voted	61.56
SD Elem Transportation	656.34
SD Elem Tuition	237.69

Levy Description (Continued)	Amount
SD High Adult Ed	23.62
SD High Bond/Debt	18.97
SD *High Building Reserve	162.74
SD High Building Reserve-Permissive	16.55
SD High General	267.82
SD **High General A-Voted	561.49
SD *High Technology	60.63
SD High Transportation	114.38
SD High Tuition	43.33
ST St Equalization	611.89
ST University	111.59
ST Vo-Tech	24.18

25-65-6410-952 ✓
25-65-6555-952 ✓
Total Mill Levy: 689.19
Total General Taxes 12,817.90

If Paid By:
* Additional Penalty and
Interest shall be added if
not paid by above date.
Questions?
Call 406-447-8329.

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the delinquency. If taxpayer
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delinquent taxes, then the
current year has to be paid
in full before they can pay a
delinquent year. Delinquent
payments must be credited to
the oldest year first.

Please review the
back of the tax bill for
Dist. Breakdown and
further information.

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	432.90
OT STORM WATER UTL	0008	0.00	270.25
OT BUSINESS IMPROVEMENT DIST	0010	0.00	1,091.56
OT LANDFILL MONITORING	0016	0.00	21.10
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	57.81
OT LIGHT DISTRICT #359	0359	0.00	128.24
OT FORESTVALE CEM	2121	0.00	60.96
OT OPEN-SPACE LANDS	2518	0.00	109.92
OT WATER QUAL/COMM/CITY	8042A	0.00	17.58
OT SD1EDebtServ2017-TIFDistr	SD1EDS	0.00	7.85
OT TIF HELENA URBAN RENEWA	TIFURD	0.00	3,367.44
OT University - TIF District	UNIVT	0.00	29.64
OT CO ELEM SCHL ADTL MILLS	CELM	0.00	223.18
OT CO HIGH SCHL ADTL MILLS	CHGH	0.00	148.79
TOTAL		0.00	5,986.72
Total Taxes Due Current Year		0.00	18,804.62 ✓

*-Voted In **Voted to increase ***Voted to exceed Statutory Authority

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

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TS

V123 123 ✓

YEAR 2023 REAL ESTATE STATEMENT OF TAXES PAYABLE



Lewis and Clark County Treasurer's Office
Property Tax Department
316 N Park Ave Rm 113A
Helena MT 59623
Phone: (406) 447-8329

28656*60**G50**1.15**1/8*****AUTOALL FOR AADC 590
CARROLL COLLEGE
1601 N BENTON AVE
HELENA MT 59625-0001



PROPERTY ID NO.: 7279 ✓
01-01: Tax District 01
SEC-TWN-RGE: 30-10 N-03 W

For internet payments
please log onto:
[https://itax.tv/ertech.com/
LewisAndClarkMT/](https://itax.tv/ertech.com/LewisAndClarkMT/)

Property Location: 1321 N BENTON AVE
Legal Description: BLOCK 1 LOT 1A AMEND PLAT OF
CAPITAL HIL

For payments using
credit cards, dial toll free
1-888-272-9829.
You will be asked for a
jurisdiction Number. This
number is 3602. You will
then be prompted for
payment information.

Valuation Type	Market Value	Taxable Value
Real Estate	388,738.00	0.00
Improvements	677,970.00	0.00
Personal Property	0.00	0.00
	1,066,708.00	0.00

DELINQUENT TAXES

Total Prior Year(s)
Delinquent Tax Including
Penalty and Interest:

County Mill Value: 0

Montana Supreme Court Order 23-0635 2023 Supplement/Corrected Real Property Tax Statement

GENERAL TAX DETAIL

Levy Description	Amount	Levy Description (Continued)	Amount
<p style="font-size: 2em; font-weight: bold;">11-05-0165-9522 ✓</p> <p style="font-size: 1.5em; font-weight: bold;">APR 30 2024</p> <p style="font-size: 1.2em; font-weight: bold;">CARROLL COLLEGE BUSINESS OFFICE</p>			
Total Mill Levy: 689.19		Total General Taxes 0.00	

If Paid By*:

* Additional Penalty and
Interest shall be added if
not paid by above date.

Questions?
Call 406-447-8329.

Taxpayers may pay taxes that
are delinquent at anytime if
they pay the full amount of
the delinquency. If taxpayer
wants to pay only part of their
delinquent taxes, then the
current year has to be paid
in full before they can pay a
delinquent year. Delinquent
payments must be credited to
the oldest year first.

Please review the
back of the tax bill for
Dist. Breakdown and
further information.

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT STREET MAINT #1	0001	0.00	3,103.65
OT STORM WATER UTIL	0008	0.00	594.20
OT LANDFILL MONITORING	0016	0.00	21.10
OT URBAN FOREST MGMT	0061	0.00	19.50
OT OPEN SPACE MAINT	0070	0.00	123.90
OT LIGHT DISTRICT #357	0357	0.00	267.28
OT WATER QUALITY INSIDE CITY	8000	0.00	17.60

TOTAL	0.00	4,147.23
Total Taxes Due Current Year	0.00	4,147.23 ✓

*-Voted In **Voted to increase ***Voted to exceed Statutory Authority

4-23-24 v5

IMPORTANT NOTICE FOR 2ND HALF 2023 TAX BILLS

Please contact your mortgage company to figure out whether they will be processing a payment on your behalf or if it will be your responsibility.

This billing is a result of the Montana Supreme Court decision, which will include either a revision or will be in addition to your second half 2023 tax bill. If your second half tax bill has already been paid, this bill is in addition to your original bill, please do not disregard. Please note your original tax bill only contained 79.2 mills (77.9 mills plus 1.3 vo-tech mills) instead of the 96.5 mills (95 mills plus 1.5 vo-tech mills) for the school equalization mill levies for the 2023 tax year. The Montana Supreme Court ordered counties to comply with Department of Revenue's mill levy calculation. Therefore, this revised 2023 tax bill for the second half or this supplemental bill either includes or represents the additional 17.3 mills.

BS