



**GREATER HELENA MPO | TPCC**

**March 02, 2026**

**Zoom Online Meeting: <https://us02web.zoom.us/j/7867151323?omn=81628514240>  
(City/County Building Room 226)**

**Call to Order**

**Roll Call**

**Public Comment on the Agenda / General Public Comment**

- A. Comment in person.**
- B. Comment online.**

- |   |                  |                      |
|---|------------------|----------------------|
| <b>1. <u>ACTION ITEM:</u></b>   | <b>Presenter</b> | <b>Time allotted</b> |
| <input type="checkbox"/> <b>Election of 2026 TPCC Officers</b>  | MPO Staff        | 3:00 – 3:10          |
| <ul style="list-style-type: none"><li>• Chairperson</li><li>• Vice Chairperson</li></ul>  |                  |                      |
| <b>2. <u>INFORMATIONAL ITEMS</u></b>  | <b>Presenter</b> | <b>Time allotted</b> |
| <input type="checkbox"/> <b>Transportation Plans Update</b>   | RPA              | 3:10 – 3:30          |
| <ul style="list-style-type: none"><li>• 2<sup>nd</sup> Public Outreach</li><li>• Comprehensive Safety Action Plan</li><li>• Long Range Transportation Plan</li></ul>  |                  |                      |
| <b>3. <u>ACTION ITEMS</u></b>   | <b>Presenter</b> | <b>Time allotted</b> |
| <input type="checkbox"/> <b>Redesignation of the Greater Helena MPO</b>   | MPO Manager      | 3:30 – 3:45          |
| <ul style="list-style-type: none"><li>• The Committee will consider redesignating the Greater Helena MPO from the Helena and County Consolidated Planning Board to the TPCC. The Committee will also consider approving the revised 3-C Cooperative Agreement and PL Agreement to reflect this change.<ul style="list-style-type: none"><li>○ Memorandum: Redesignation of the Greater Helena MPO</li><li>○ Revised 3-C Cooperative Agreement</li><li>○ Revised PL Agreement (Planning Funds)</li></ul></li></ul> |                  |                      |
| <input type="checkbox"/> <b>TTAC Bylaws</b>   | MPO Manager      | 3:45 – 4:00          |
| <ul style="list-style-type: none"><li>• The Committee will consider the recommendation to approve the updated bylaws.<ul style="list-style-type: none"><li>○ Memorandum: Revisions of TTAC Bylaws</li><li>○ Revised Bylaws</li><li>○ Policy and Procedure</li><li>○ Online Fillable Form</li></ul></li></ul>  |                  |                      |

## **Member Communications and Discussion Topics**

### **Adjournment**

It is the policy of the Greater Helena MPO to take public comment on any action item. For further information on any of the items mentioned above, please contact the MPO Manager at 447-8406 or [tweingartner@helenamt.gov](mailto:tweingartner@helenamt.gov).

The MPO is committed to providing access to persons with disabilities for its meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The MPO will not exclude persons with disabilities from participation at its meetings or otherwise deny them the City's services, programs, or activities. Persons with disabilities requiring accommodations to participate in the MPO's meetings, services, programs, or activities should contact the City's ADA Coordinator, Anne Pichette, as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following: Phone: (406) 447- 8490 TTY Relay Service 1-800-253-4091 or 711 Email: [citycommunitydevelopment@helenamt.gov](mailto:citycommunitydevelopment@helenamt.gov) Mailing Address & Physical Location: 316 North Park Avenue, Room 445, Helena, MT 59623.

Resource Name	Title	Voting Member
Emily Dean	City of Helena Commissioner	Yes
Tom Rolfe	Lewis and Clark County Commission Chair	Yes
Kelly Harris	City of East Helena Mayor	Yes
Jim Wingerter	Montana Department of Transportation (MDT) District Administrator	Yes
David Knoepke	Chair of the Transportation Technical Advisory Committee (TIAC)	Yes
Lucia Olivera	Division Administrator, Federal Highway Administration (FHWA)	No
Trinity Palmerton	Transit Manager, City of Helena	No
David Beckhouse	Federal Transit Administration (FTA) Region 8 Administrator	No

# Memorandum

<b>To:</b>	Transportation Policy Coordinating Committee
<b>From:</b>	MPO Manager
<b>Subject:</b>	Consider the Redesignation of the Greater Helena MPO
<b>Meeting Date:</b>	3/02/2026
<b>Agenda Item Type:</b>	Administration
<b>Background</b>	<p>In 2020 the Census designated the Helena Urban Area as required to form a Metropolitan Planning Organization (MPO), per <a href="#">23 USC 134</a> and <a href="#">23 CFR 450</a>. An MPO is created to carry out the metropolitan transportation planning process. <a href="#">23 CFR 450</a> requires an urban area with a population of more than 50,000 to be designated as an MPO. The 2020 decennial census lists the Helena Urban Area population as 52,380.</p> <p>As part of this process, the MPO had to be part of an established entity that represents at least 75 percent of the metropolitan planning area population, including the largest incorporated city as named by the Bureau of the Census.</p> <p>On October 25, 2023, as recommended by the MPO entities, Governor Gianforte designated the MPO under the <b>City of Helena and Lewis and Clark County Consolidated Planning Board</b> as an MPO for the Helena urban area.</p> <p>On June 20, 2024 the City of Helena, Lewis and Clark County, the City of East Helena, and the Montana Department of Transportation signed the <a href="#">3 Cs Agreement</a> (Cooperative, Comprehensive, Continuing) that established the governing body of the MPO, the Transportation Policy Coordinating Committee (TPCC) as well as the PL Agreement (Planning Funds Agreement).</p> <p>The State of Montana's <a href="#">Senate Bill 382</a> (from the 2023 session) created the Montana Land Use Planning Act, to modernize Montana's land use framework to better manage rapid population growth and housing demands. As part of this bill, it is mandated that each local government establish a planning commission. As part of this mandate,</p>

	<p>the current City of Helena and Lewis and Clark County Consolidated Planning Board will be decommissioned by May 17, 2026.</p> <p>As a result, the Greater Helena MPO must redesignate to a different established entity.</p>
<p style="text-align: center;"><b>TTAC Recommendation</b></p>	<p>The TTAC recommends that the Greater Helena MPO be redesignated under the Transportation Policy Coordinating Committee (TPCC). As stated in the 3 Cs Agreement, the TPCC is comprised of officials from the local entities that make up the Greater Helena MPO and complies with CFR 450. As this policy board is responsible for transportation planning and programming in the area, redesignating the MPO under the TPCC provides strong organizational stability.</p> <p>The TTAC also recommends that the 3 Cs Agreement and PL Agreement be updated to reflect this redesignation.</p>
<p><b>Summary of Revisions to the 3-Cs Agreement</b></p> <p><a href="#">Link to the current 3-C Cooperative Agreement:</a></p>	<p><b>Page 1, 5<sup>th</sup> Paragraph:</b> Removed “HELENA and COUNTY Consolidated Planning Board” replaced with “Greater Helena Area Transportation Policy Coordinating Committee (TPCC)”.</p> <p><b>New Version:</b> WHEREAS, the Greater Helena Area Transportation Policy Coordinating Committee (TPCC), once designated by the Governor of the State of Montana and affected local units of government representing 75 percent of the population in the entire metropolitan area is the Greater Helena Area Metropolitan Planning Organization (MPO); and,</p> <p><b>Old Version:</b> WHEREAS, the HELENA and COUNY Consolidated Planning Board, once designated by the Governor of the State of Montana and affected local units of government representing 75 percent of the population in the entire metropolitan area is the Greater Helena Area Metropolitan Planning Organization (MPO); and,</p> <p><b>Page 3, bullet c:</b> New Verbiage was added that reflects the intentions of the updated TTAC Bylaws:</p> <p><b>NEW Version:</b> c. The TTAC may, through a majority vote, determine the necessity of adding Non-Voting Members possessing specialized expertise to enhance the Committee’s technical advisory functions. Such recommendations are subject to approval by the Transportation Policy Coordinating</p>

	<p>Committee (TPCC). All newly appointed members will serve a term of three (3) years.</p> <p><b>OLD Version:</b> c. Additional members of the TTAC may be appointed by nomination and approval by a majority of the voting members of TTAC, with final approval by TPCC. These members should represent specific technical skills and various jurisdictional viewpoints, schools, public health, etc.</p> <p><b>Page 3, bullet D:</b> a new bullet was added stating that a designate can serve on a permanent basis.</p> <p><b>NEW Version:</b> d. Each member of the TTAC may designate an alternate to serve in his/her place via written notice to the TTAC Chairperson.</p> <ul style="list-style-type: none"> <li>• Alternates may serve on a meeting-by-meeting basis or on a permanent basis.</li> <li>• Designated alternates shall have the same voting status (Voting or Non-Voting) as the member they represent.</li> </ul> <p><b>OLD Version:</b> d. Each member of the TTAC may designate an alternate to serve in his/her place via written notice to the TTAC Chairperson</p>
<p><b>Summary of Revisions to the PL Agreement:</b></p> <p><a href="#">Link to the current PL Agreement</a></p>	<p><b>Page 1 first paragraph:</b> “Helena and Lewis and Clark County Consolidated Planning Board” was removed and replaced with “Transportation Policy Coordinating Committee”.</p> <p><b>New Verbiage:</b> WHEREAS, the Greater Helena Area Transportation Policy Coordinating Committee (TPCC ) has been designated by the Governor of the State of Montana as the Greater Helena Area Metropolitan Planning Organization (MPO) for, among other things, receiving metropolitan planning funds; and,</p> <p><b>OLD Verbiage:</b> WHEREAS, the Helena an Lewis and Clark County Consolidated Planning Board has been designated by the Governor of the State of Montana as the Greater Helena Area Metropolitan Planning Organization (MPO) for, among other things, receiving metropolitan planning funds; and,</p> <p><b>Page 1 second paragraph:</b> Transportation Policy Coordinating Committee was abbreviated:</p>

	<p><b>NEW Verbiage:</b> WHEREAS, the TPCC is the governing body of the MPO and the TPCC has granted HELENA the authority to accept, receive, contract for, and expend funds, grants, and services from Federal, State, and local governments or their agencies and instrumentalities on their behalf; and,</p> <p><b>OLD Verbiage:</b> WHEREAS, the Transportation Policy Coordinating Committee (TPCC) is the governing body of the MPO and the TPCC has granted HELENA the authority to accept, receive, contract for, and expend funds, grants, and services from Federal, State, and local governments or their agencies and instrumentalities on their behalf; and,</p>
<b>Recommendation</b>	<p>Transportation Technical Advisory Committee (TTAC) recommends that both the 3 Cs Agreement and the PL Agreement be approved by the by the Transportation Policy Coordinating Committee.</p>
<b>Unresolved Issues:</b>	<p>N/A</p>
<b>Fiscal Effects:</b>	<p>None</p>

**MEMORANDUM OF AGREEMENT FOR THE GREATER HELENA AREA  
METROPOLITAN TRANSPORTATION PLANNING PROCESS**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_, 2026, by and between the STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as “STATE,” the CITY OF HELENA, hereinafter referred to as “HELENA”, the CITY OF EAST HELENA, hereinafter referred to as “EAST HELENA,” and the COUNTY OF LEWIS AND CLARK, hereinafter referred to as "COUNTY".

WITNESSETH THAT:

WHEREAS, 23 U.S. C. § 134, 23 U.S.C. § 150, and 49 U.S.C. § 5303 require that a Metropolitan Planning Organization (MPO) be designated for each metropolitan area with a population of 50,000 or greater, as a condition to the receipt of Federal highway and transit funds, that the metropolitan area has a continuing, cooperative, and comprehensive performance-based multimodal transportation planning process that provides for consideration and implementation of projects, strategies, and services, that consider all transportation modes and supports community development and sound goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and,

WHEREAS, HELENA, EAST HELENA and the COUNTY signed an Interlocal Agreement for Transportation Planning Services between Lewis and Clark County, City of Helena, and City of East Helena that addresses cooperation in the provision of transportation planning services; and

WHEREAS, the parties to this Agreement desire to continue to cooperate in the transportation planning process now in progress and further desire to ensure that transportation planning is an integral part of continuing, cooperative, and comprehensive planning; and,

WHEREAS, the parties to this Agreement desire to take a performance-driven, outcome-based approach to planning and programming linking investment decision-making to the achievement of performance targets; and,

WHEREAS, the Greater Helena Area Transportation Policy Coordinating Committee (TPCC), once designated by the Governor of the State of Montana and affected local units of government representing 75 percent of the population in the entire metropolitan area is the Greater Helena Area Metropolitan Planning Organization (MPO); and,

WHEREAS, the TPCC is established as the official governing body of the Greater Helena Area Metropolitan Transportation Planning Process, thus having final local approval of all Federal Surface Transportation Program-Urban Funded transportation projects in the Greater Helena Area Metropolitan Planning Area, approval of the Metropolitan Transportation Plan, the Transportation Improvement Plan, the Unified Planning Work Program, and other required documents; and,

WHEREAS, HELENA operates a transit system and maintains responsibility for providing transit district residents with safe and reliable transit service, as well as implementing improvements to meet changing travel needs; and,

WHEREAS, 23 U.S.C. § 104 (d) and 49 U.S.C. § 5303 provide planning funds (PL and Section 5303) for the purpose of carrying out metropolitan transportation planning requirements of Section 134 of Title 23; and,

WHEREAS, the STATE and designated MPO shall execute or cause to be executed separate agreements for performance management and data sharing, and the distribution of PL and Section 5303 funds; and,

WHEREAS, the STATE and designated MPO shall execute or cause to be executed separate agreements for the roles and responsibilities for the development of financial plans that support the transportation plan, transportation improvement program, and annual listing of obligated projects; and,

WHEREAS, the STATE and designated MPO shall execute or cause to be executed separate agreements for the roles and responsibilities for air quality conformity; and developing and sharing performance data, setting performance targets, reporting targets, and tracking progress towards meeting targets.

NOW, THEREFORE, BE IT RESOLVED that the parties hereto do mutually agree to:

1. The Greater Helena Area TPCC is established as the policy board of the Greater Helena Area MPO to cooperatively carry out transportation planning and programming in the Greater Helena Area Metropolitan Planning Area through the following established forum and process:
  - A. The TPCC shall carry out the metropolitan transportation planning process and work cooperatively to develop the Long-Range Transportation Plan, the Transportation Improvement Program, the Unified Planning Work Program, and any amendments or updates. The TPCC shall coordinate transportation planning with other providers of transportation and transportation infrastructure. The TPCC shall consist of the following officials:
    - a. Voting Members:
      - 1) City of Helena Mayor
      - 2) Lewis and Clark County Commission Chair
      - 3) City of East Helena Mayor
      - 4) Montana Department of Transportation (MDT) Great Falls District Administrator
      - 5) Chair of the Transportation Technical Advisory Committee (TTAC)
    - b. Non-Voting Members:
      - 1) Division Administrator, Federal Highway Administration (FHWA)
      - 2) Transit Manager, City of Helena
      - 3) Federal Transit Administration (FTA) Region 8 Administrator
    - c. Each member of the TPCC may designate an alternate to serve in his/her place via written notice to the TPCC Chairperson. All elected members shall designate another elected official as their designee.
    - d. Additional members of this Committee may be appointed by a majority of the membership if such an appointment is determined to be necessary or useful by the Committee.

- B. The Transportation Technical Advisory Committee (TTAC) shall provide the TPCC with the technical advice necessary to carry out the continuing, comprehensive, and cooperative (3-C) transportation planning process in the Greater Helena Area Metropolitan Planning Area. The TTAC shall, at a minimum, consist of the following members:
- a. Voting Members: The TTAC shall be comprised of thirteen (13) Voting Members. The following positions shall serve as the voting members.
    - 1) City of Helena Transportation Systems Director
    - 2) City of Helena Community Development Director
    - 3) City of East Helena Public Works Director
    - 4) City of East Helena Planning Staff
    - 5) Lewis and Clark County Public Works Director
    - 6) Lewis and Clark County Community Development and Planning Director
    - 7) City of Helena Transit Manager
    - 8) City of Helena Americans with Disabilities Act (ADA) Coordinator
    - 9) Non-Motorized Advocate at Large
    - 10) Montana Department of Transportation (MDT) Area Planner
    - 11) MDT Great Falls District Preconstruction Engineer
    - 12) Helena Public Schools District No. 1 Superintendent
    - 13) East Helena Public Schools District No. 9 Superintendent
  - b. Non-Voting Members: The following positions shall serve as standing Non-Voting Members of the TTAC:
    - 1) City-County Public Health Officer
    - 2) Helena Regional Airport Director
    - 3) Helena Police Chief
    - 4) Lewis and Clark Rural Fire Council Chair
    - 5) Federal Highway Administration (FHWA) Division, Statewide and Urban Planner
    - 6) Federal Transit Administration (FTA) Region 8 Transportation Program Specialist
    - 7) MDT Division Maintenance Chief
  - c. The TTAC may, through a majority vote, determine the necessity of adding Non-Voting Members possessing specialized expertise to enhance the Committee's technical advisory functions. Such recommendations are subject to approval by the Transportation Policy Coordinating Committee (TPCC). All newly appointed members will serve a term of three (3) years.
  - d. Each member of the TTAC may designate an alternate to serve in his/her place via written notice to the TTAC Chairperson.
    - Alternates may serve on a meeting-by-meeting basis or on a permanent basis.

- Designated alternates shall have the same voting status (Voting or Non-Voting) as the member they represent.
- C. Public Involvement Procedures for obtaining public involvement will be adopted by the TPCC. These procedures will describe methods to obtain additional local input in the planning process consistent with 23 C.F.R. §450.
- D. Transportation Planning At a minimum, continuing, cooperative and comprehensive transportation planning will be conducted in that portion of the Greater Helena Area that is expected to become urbanized during the forecast period. Said area shall be referenced as the Greater Helena Area Metropolitan Planning Area (MPA).
- E. Scope of Services the transportation planning process shall be:
- 1) Cooperative, in that, the STATE, COUNTY, HELENA, and EAST HELENA shall cooperatively accomplish the transportation planning process in response to the needs and changes occurring in the study area.

The STATE and MPO shall coordinate their respective targets for performance measurement to ensure consistency, to the maximum extent practicable. This includes, but is not limited to, identifying how performance-based planning provisions will be cooperatively implemented.

- 2) Comprehensive, in that, all elements affecting metropolitan area development and transportation shall be considered. These elements and requirements are described in various documents published by the U. S. Department of Transportation.
- 3) Continuing, in that, the planning process is intended to continue indefinitely and shall be maintained as long as this Agreement is in force.

The operational scope of the transportation planning process will involve conducting the following general activities:

- (a) Establish a coordinated process for the collection and sharing of performance data, the selection of performance targets, reporting targets, and tracking progress towards meeting targets for the metropolitan area.
- (b) Collect, maintain, analyze, and disseminate basic planning information, financial information and plans, and engineering data to support the development of the metropolitan transportation plan, annual listing of projects and Transportation Improvement Program.
- (c) Serve the public and private sectors by providing current information concerning plans, programs, projects, recommendations, and implementation schedules.

- (d) Prepare, update, and revise long and short-range transportation plans to consider all transportation modes in the transportation planning area; develop transportation improvement programs for project implementation; prepare, update, and revise a public involvement plan; and, conduct air quality conformity determinations, to the extent required, for new or revised transportation plans and improvement programs.
- (e) Prepare and distribute studies, reports, maps, plans, annual listings of obligated projects, etc., for documentation and information purposes; participate in meetings, seminars, etc., at all levels of government; coordinate planning and plan implementation activities; and, conduct public information and involvement programs.
- (f) Research, investigate and develop estimating, forecasting and related planning procedures.

F. Work Program – An annual unified planning work program shall be prepared and approved by the participating agencies, which defines the urban transportation and transportation related planning activities to be conducted within the MPA, regardless of funding sources. The unified planning work program shall include:

- 1) A brief discussion of program objectives and accomplishments, including performance targets, during the previous 12-month period; and
- 2) A description of major activities to be performed during the next year, who will perform the work, the resulting products and a summary of the total amounts and sources of federal and matching funds.

2. Mechanisms governing the agreement are as follows:

- A. Amendments – Any amendments to the terms of this Agreement, as detailed herein, shall be agreed to, in writing, by the signatory parties.
- B. By-laws – Both the TPCC and the TTAC shall adopt and comply with by-laws as are justified and warranted to enact the purposes of this Agreement.
- C. Term of Agreement – This Agreement shall be for a perpetual term unless changed as provided for in paragraph 2.A. above or terminated in the manner described as follows: Any party may terminate its interests and obligations under this Agreement by giving at least ninety (90) days’ notice, in writing, to the other parties.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year firstabove written.

LEWIS AND CLARK COUNTY, MONTANA

By: \_\_\_\_\_  
Board of County Commissioners, Chair

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lewis and Clark County Clerk and Recorder

CITY OF HELENA, MONTANA

By: \_\_\_\_\_  
City of Helena, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City of Helena City Clerk

CITY OF EAST HELENA

By: \_\_\_\_\_  
City of East Helena, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City of East Helena City Clerk

APPROVED FOR THE STATE

By: \_\_\_\_\_  
MDT Statewide Planning and Modal  
Operations Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Legal Counsel, Montana Department  
of Transportation

**AGREEMENT FOR THE DISTRIBUTION OF METROPOLITAN PLANNING  
(PL) FUNDS**

**GREATER HELENA AREA METROPOLITAN  
TRANSPORTATION PLANNING PROCESS**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_ 2026, by and between the State of Montana Department of Transportation (MDT), City of Helena (HELENA), City of East Helena (EAST HELENA), and Lewis and Clark County (COUNTY).

WITNESSETH THAT:

WHEREAS, the Greater Helena Area Transportation Policy Coordinating Committee (TPCC) has been designated by the Governor of the State of Montana as the Greater Helena Area Metropolitan Planning Organization (MPO) for, among other things, receiving metropolitan planning funds; and,

WHEREAS, the TPCC is the governing body of the MPO and the TPCC has granted HELENA the authority to accept, receive, contract for, and expend funds, grants, and services from Federal, State, and local governments or their agencies and instrumentalities on their behalf; and,

WHEREAS, HELENA will provide staff to conduct the business of the MPO as defined in the Interlocal Agreement of the Local Agencies; and,

WHEREAS, Title 23 USC Section 104(d), provides planning funds for the purpose of carrying out urban transportation planning requirements of Section 134 (PL funds); and,

WHEREAS, these planning funds will be used for the Greater Helena Area Metropolitan Transportation Planning Process and 2.5% of planning funds will be set-aside for Complete Streets Planning Activities, as detailed in the annually adopted Unified Planning Work Program; and,

WHEREAS, HELENA has staff resources available to conduct the activities detailed in the annually adopted Unified Planning Work Program; and,

WHEREAS, the Participating Agencies have executed a Cooperative Agreement for the Greater Helena Area Metropolitan Transportation Planning Process;

NOW, THEREFORE, it is agreed by and between the parties hereto that the TPCC shall direct, or cause to be directed, the overall operation of the activities detailed in the annually adopted Unified Planning Work Program and conduct or, cause to be conducted, these activities in consideration of the terms, conditions, covenants, and performance as set forth in Section I through XVIII of the General Agreement Provisions and as described in the annually adopted Unified Planning Work Program which are governed by this Agreement.

## GENERAL AGREEMENT PROVISIONS

### DEFINITIONS

Participating Agencies: Montana Department of Transportation, City of Helena, City of East Helena, and Lewis and Clark County.

Local Agencies: City of Helena, City of East Helena, and Lewis and Clark County.

Program Supervisor: MPO Project Manager

Work Program: PL funded portion of the annually adopted Unified Planning Work Program.

PL Funds: Metropolitan Planning funds, as made available under 23 U.S.C. §104(b).

### I. PURPOSE, SCOPE, AND METHODS OF PROCEDURE

The purpose of this Agreement is to provide for the distribution of PL Funds to the Local Agencies to conduct the Greater Helena Area Metropolitan Transportation Planning Process as described in the Work Program.

This Agreement is continuing and updated annually by a Work Program covering planning activities for the next fiscal year. Each annual Work Program becomes a part of this Agreement upon approval by the TPCC, MDT, and the Federal Highway Administration (FHWA). The Work Program must include a 2.5% set-aside of the annual allocation of planning funds to be used on safe and accessible transportation options and Complete Streets Planning Activities.

The scope of work and methods of procedure will be described in the Work Program, except where detailed work plans are required for approval by MDT and FHWA.

### II. REPORTS

1. Brief quarterly progress reports shall be prepared in collaboration with all Local Agencies. The quarterly progress reports shall be prepared by the Program Supervisor and submitted to MDT, on or before the 15th day of the month following the end of the quarter. The reports shall describe the activities of the past quarter, such as work accomplished, difficulties encountered, decisions made, or any other important information relative to the Work Program.
2. An annual report shall be prepared by the Program Supervisor and a draft copy of the Work Program for the ensuing Federal fiscal year shall be submitted to MDT on or before August 1<sup>st</sup> for review and comment. The final Work Program shall be submitted to MDT on or before September 1<sup>st</sup> for approval.

### III. TIME

Work described in this Agreement shall be considered to start at the beginning of each Federal fiscal year as described in the Work Program and shall be completed by the end of the Federal fiscal year for which the Work Program is prepared, except where circumstances beyond the control of HELENA do not allow completion within the time frame of the Work Program and as coordinated with MDT. HELENA shall be responsible for adherence to this time schedule.

### IV. AGREEMENT COSTS

Agreement costs shall include the following categories and be reimbursed according to the Cost Allocation Plan contained in the Work Program:

1. Direct Costs
2. Indirect Costs
3. Fringe Benefits

### V. PAYMENT

HELENA shall pay all costs incurred in conducting the work as described in the Work Program. Payment by MDT to HELENA shall be on a cost reimbursable basis for actual, eligible costs incurred in the performance of the work and in accordance with the terms and conditions set forth in this Agreement. Payments to HELENA shall not exceed the total PL Funds available in the Work Program.

The Local Agencies shall pay all costs incurred in conducting their portion of work as described in the Work Program and submit their billings to HELENA. Payment by MDT will be to HELENA and HELENA will in turn reimburse the Local Agencies.

HELENA shall submit an invoice for all reimbursable expenses not more frequently than once each month. Reimbursement shall be made for all costs supported by complete and accurate documentation. Each claim for reimbursement must be identified as either "in progress" or "final."

### VI. SOURCE OF FUNDS

Unless otherwise indicated, PL Funds made available under Title 23 USC, Section 104(b), with the appropriate proportion of State matching funds, shall be used for payments.

## VII. AUDIT

Funds expended under this Agreement are subject to audit as required by the Single Audit Act Amendments of 1996, 31 USC 7501 et seq in accordance with Office of Management and Budget Circular A-133, Revised, "Audits of States, Local Governments and Non-Profit Organizations", the latest applicable OMB A-133 Compliance Supplement provisions for U.S. DOT and any further revision or supplement thereto. HELENA provides assurance to MDT that an audit will be conducted in accordance with OMB Circular A-133, and that compliance with audit requirements will occur. Failure to comply will result in reimbursement to MDT of any funds paid to HELENA by MDT under this Agreement for that fiscal year. One copy of the final annual audit will be forwarded to MDT's Statewide & Urban Planning Section. Audit costs under the Single Audit Act are not chargeable to this Agreement or MDT.

## VIII. SUBCONTRACTING AND SPECIAL SERVICES

The services subcontracted by the Local Agencies are to be supervised by the Program Supervisor. HELENA shall not assign, subcontract, or transfer any of the work provided for under this Agreement to any organization other than the Local Agencies as described in the Work Program without prior approval from MDT. No more than 50% of the total PL Funds in the Work Program can be subcontracted. Contracts for specialized services, including audits, shall receive prior approval from MDT.

## IX. PROPRIETARY RIGHTS

If patentable discoveries or inventions should result from the work of the Participating Agencies described herein, all rights accruing from such discoveries or inventions shall be the sole property of the Participating Agency. However, the State of Montana and the United States Government are granted an irrevocable, non-exclusive, nontransferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material and in the use of any method developed as part of the work under this Agreement.

## X. INSPECTION OF WORK

MDT and FHWA shall be afforded all opportunities to review and inspect the work and shall during any reasonable time have access to the premises and to all data, notes, records, correspondence, instructions, and memoranda pertaining to the work under this Agreement.

## XI. RECORDS

HELENA shall maintain or cause to be maintained accounting records and other evidence pertaining to costs incurred. These data shall be made available to MDT, FHWA, or any authorized representative of the State of Montana or the Federal Government during any reasonable time during the agreement period and for three (3) years after the date of the final payment of PL Funds to HELENA. Copies thereof shall be furnished, upon request.

## XII. OWNERSHIP OF DATA

The ownership of data, including summaries and charts, shall be vested in HELENA, but will be available to the Participating Agencies, upon request.

### XIII. EQUIPMENT

All equipment, including tools, shall be used exclusively on the Work Program.

The total funds expended for purchases of minor items of equipment listed in the Work Program shall not be exceeded without prior approval from MDT.

Major equipment which are not identified specifically in the Work Program shall be approved by MDT prior to purchase. A major item of equipment is an item that is non-expendable and costs \$10,000 or more and must be obtained by proper competitive practices in accordance with State of Montana purchasing laws and regulations.

The ownership and/or title of all equipment or tools built, manufactured, or assembled by HELENA shall upon the completion of this Agreement become vested in HELENA, subject to the obligations and conditions set forth in 2 CFR 200, and HELENA agrees to maintain records of any equipment and make such records and equipment available for inspection by MDT or its authorized representatives. Ownership and/or title of equipment will be retained for the equipment's useful life, and HELENA shall not sell, convey, or otherwise transfer title or ownership of the equipment to any other governmental or private party. HELENA agrees to maintain the equipment for its stated program purposes for the useful life of the equipment and will notify MDT of any equipment disposition after its useful life and maintain records of the disposition.

### XIV. TRAVEL

Expenditures of PL Funds for out-of-state travel require prior approval by MDT. Expenditures for in-state travel shall be at the discretion of the Program Supervisor, provided expenditures do not exceed the stated funds available in the Work Program. All travel for activities not related to the MPO requires prior approval by MDT. Reimbursement for both in-state and out-of-state travel shall be at the prevailing rates for each participating agency. If travel expenses are expected to exceed travel funds available in the Work Program, a Work Program amendment is required.

### XV. PUBLICATION

Papers, interim or annual reports, forms, or other materials shall not be copyrighted except with prior written approval by MDT and FHWA. Participating Agencies and FHWA are free to use the data and results without restriction, unless copyrighted.

### XVI. AMENDMENT

Any amendments to the terms of this Agreement shall be agreed to in writing by the Participating Agencies with concurrence by FHWA, prior to undertaking any action affected by the change.

### XVII. TERMINATION OF AGREEMENT

A party may terminate its interest and obligations under this Agreement by giving at least sixty (60) days' notice in writing to the other parties. If the Agreement is terminated prior to the fulfillment of the terms stated herein, MDT shall reimburse HELENA only for actual expenses incurred to the date of termination.

XVIII. LEGAL RELATIONS

The Participating Agencies shall comply with all Federal, State, and local laws and ordinances applicable to the work to be conducted under this Agreement, including the non-discrimination regulations set forth in Exhibit A.

No liability shall be attached to MDT by reason of entering into this Agreement, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

LEWIS AND CLARK COUNTY, MONTANA

By: \_\_\_\_\_  
Board of County Commissioners, Chair

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lewis and Clark County Clerk and Recorder

CITY OF HELENA, MONTANA

By: \_\_\_\_\_  
City of Helena, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City of Helena City Clerk

CITY OF EAST HELENA

By: \_\_\_\_\_  
City of East Helena, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City of East Helena City Clerk

APPROVED FOR THE STATE

By: \_\_\_\_\_  
MDT Statewide Planning and Modal  
Operations Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Legal Counsel, Montana Department  
of Transportation

**ATTACHMENT A****MDT NONDISCRIMINATION AND  
DISABILITY ACCOMMODATION NOTICE**

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

**Federal protected classes**

Race, color, religion, national origin,  
sex, age, disability, and genetic information.

**State protected classes**

Race; color; national origin; familial or marital status; pregnancy, childbirth, or medical conditions related to pregnancy or childbirth; creed; social origin or condition; genetic information; sex, sexual orientation, gender identification or expression; ancestry; age; mental or physical disability; political or religious affiliations or ideas; military service or veteran status; vaccination status or possession of immunity passport.

For the duration of this contract/agreement, the PARTY agrees as follows:

**(1) Compliance with Regulations:** The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(2) Non-discrimination:**

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
  - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
  - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
  - iii. Contact information for PARTY’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
  - iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

**(3) Participation by Disadvantaged Business Enterprises (DBEs):**

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY must comply with applicable federal and state laws regarding the DBEs, including but not limited to 49 CFR Part 26.
- b. By signing this agreement the PARTY assures that:  
*The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*
- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

**(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

**(5) Information and Reports:** The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**(6) Sanctions for Noncompliance:** In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

**(7) Pertinent Non-Discrimination Authorities:**

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### *Federal*

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 *et seq.*), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Sections 162 and 301(g) of the Federal-Aid Highway Act of 1973, (Public Law No. 93-87, 87 Stat. 250, codified at 23 U.S.C. § 324), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Section 520 of the Airport and Airways Improvement Act of 1982, (49 U.S.C. § 47123), (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (Public Law No. 100-259), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (42 U.S.C. §§ 12131 through 12189), which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

### *State*

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

**Incorporation of Provisions:** The PARTY will include the provisions of paragraphs one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives cited therein. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

# Memorandum

<b>To:</b>	Greater Helena Area MPO TPCC Members
<b>From:</b>	Ty Weingartner, MPO Manager
<b>Subject:</b>	Revisions of TTAC Bylaws
<b>Meeting Date:</b>	March 02, 2026
<b>Agenda Item Type:</b>	Administration
<b>Background:</b>	<p>In September 2025, the MPO Manager received the first public request to add a member to the Transportation Technical Advisory Committee (TTAC). In response, the TTAC agreed that the MPO's by-laws on new member additions needed clarification. Members noted that the current by-laws were ambiguous and did not reflect the structure of existing MPO committees or boards. As this was the first request of its kind, the resulting procedures would set a precedent for future membership inquiries. The TTAC decided that by-law updates should clearly define the process for adding new members, including term lengths and the distinction between voting and non-voting members. By refining these by-laws and carefully evaluating each request, the MPO seeks to promote equality and equity in decision-making and ensure the committee effectively represents the community's interests and expertise.</p>
<p style="text-align: center;"><b>Summary of Updated Changes to the TTAC Bylaws</b></p> <p style="text-align: center;"><a href="#">Link to existing bylaws</a></p>	<p><b>Article 1 – Transportation Technical Advisory Committee</b>  <b>Section 5 Membership</b></p> <ul style="list-style-type: none"> <li>• <b>New Verbiage:</b> Membership for voting and non-voting members shall be limited to professionals employed by, or officially representing, public agencies, tribal governments, or institutions with jurisdiction or operational responsibilities within the MPO planning area.</li> </ul> <p style="margin-left: 40px;"><b>Voting Members:</b> The TTAC shall be comprised of thirteen (13) Voting Members. The following positions shall serve as the voting members.</p> <ul style="list-style-type: none"> <li>• <b>Existing Verbiage:</b> The TTAC shall, at a minimum, consist of the following membership...</li> </ul> <p><b>5.1 Additional Members</b></p>

- **New Verbiage:** The TTAC may, through a majority vote, determine the necessity of adding Non-Voting Members possessing specialized expertise to enhance the Committee’s technical advisory functions, as outlined in the TTAC Membership Policy and Procedures. Such recommendations are subject to approval by the Transportation Policy Coordinating Committee (TPCC). All additional appointed members will serve a term of three (3) years.
- **Existing Verbiage:** Additional members shall be appointed to this Committee by nomination and approval by a majority of the voting members of TTAC, with final approval by TPCC. These members should represent specific professional and technical skills and various jurisdictional viewpoints.

**5.2 Designation of Alternatives:**

- **New Verbiage:** Each member of the TTAC may designate an alternate to serve in his/her place via written notice to the TTAC Chairperson.
  - Alternates may serve on a meeting-by-meeting basis or on a permanent basis.
  - Designated alternates shall have the same voting status (Voting or Non-Voting) as the member they represent.

**Existing Verbiage:** Each member of the TTAC may designate an alternate to serve in his/her place via written notice to the TTAC Chairperson. Designees may serve on a meeting-by-meeting basis or on a permanent basis.

**5.3 Balance of Representation:**

- **New Verbiage:** The TTAC shall strive to maintain balanced representation of transportation modes, disciplines, and jurisdictions within the MPO planning area.
- **Existing Verbiage:** None

**Section 6 Organization:**

- **New Verbiage:** The Committee officers are a Chairperson and Vice Chairperson, elected by a quorum of TTAC members at the first scheduled meeting of the calendar year. Each term lasts one year, with no limit on reelection.
- **Existing Verbiage:** Officers shall be elected at the first scheduled meeting of the calendar year by a quorum of the TTAC membership

	<p>present at a duly called meeting. The term of office will be one year or until a successor is elected.</p> <p><b>Article III Meetings</b>  <b>Section 1 Meeting Time:</b></p> <ul style="list-style-type: none"> <li>• <b>New Verbiage:</b> The TTAC shall meet as frequently as necessary to carry out its duties. When federal funding or regulatory deadlines necessitate immediate action, the Chair is authorized to convene a special meeting with expedited notice.</li> </ul> <p>In cases where a quorum cannot be achieved in time to meet a federal deadline, the TTAC may, delegate authority to the Chair to entertain a motion if voting members from three out of the four MPO jurisdictions (State of Montana, Lewis and Clark County, City of Helena, City of East Helena) are in attendance.</p> <ul style="list-style-type: none"> <li>• <b>Existing Verbiage:</b> The TTAC shall meet as frequently as necessary to carry out its duties. Special meetings of the TTAC may be called in 15 days', or less when waived by a majority of the Committee.</li> </ul>
<b>Fiscal Effects:</b>	N/A
<b>Recommendation</b>	The TTAC recommends approving the bylaws and the related policy and procedure.

# **By-laws of the Greater Helena Area Metropolitan Planning Organization Transportation Technical Advisory Committee**

Functions, duties, membership, and responsibilities of the Transportation Technical Advisory Committee of the Greater Helena Area Metropolitan Planning Organization, hereinafter referred to as the TTAC, are as follows:

## **Article I – Transportation Technical Advisory Committee**

### **Section 1 Name**

The name of this Committee shall be the Transportation Technical Advisory Committee (TTAC) of the Greater Helena Area Metropolitan Planning Organization (MPO).

### **Section 2 Origin**

The TTAC is established by the Memorandum of Agreement for the Greater Helena Area Metropolitan Transportation Planning Process, which has been agreed to by the Montana Department of Transportation (STATE), City of Helena (HELENA), City of East Helena (EAST HELENA), and Lewis and Clark County (COUNTY).

### **Section 3 Purpose**

The purpose of the TTAC is to provide technical advice to the Transportation Policy Coordinating Committee (TPCC) necessary to carry out the continuing, comprehensive, and cooperative (3-C) transportation planning process and provide technical direction to the metropolitan transportation planning staff.

### **Section 4 Function**

The Committee shall provide advice to the TPCC or other appropriate committees, and technical direction to the appropriate committees and staffs regarding:

1. Local objectives, community values, community goals and policies to guide development of transportation plans and programs.
2. Professional and technical considerations involving transportation plans and decisions.
3. Long and short-range plans and programs.
4. Programs for financing, staging, administering, or otherwise implementing the transportation planning process.
5. Solutions to specific transportation problems.
6. Evaluation and consideration of social and environmental effects.

These functions will be carried out in close cooperation with the MPO staff.

## **Section 5 Membership**

Membership for voting and non-voting members shall be limited to professionals employed by, or officially representing, public agencies, tribal governments, or institutions with jurisdiction or operational responsibilities within the MPO planning area.

**Voting Members:** The TTAC shall be comprised of thirteen (13) Voting Members. The following positions shall serve as the voting members.

1. City of Helena Transportation Systems Director
2. City of Helena Community Development Director
3. City of East Helena Public Works Director
4. City of East Helena Planning Staff
5. Lewis and Clark County Public Works Director
6. Lewis and Clark County Community Development and Planning Director
7. City of Helena Transit Manager
8. City of Helena Americans with Disabilities Act (ADA) Coordinator
9. Non-Motorized Advocate at Large
10. Montana Department of Transportation (MDT) Statewide & Urban Planning Planner
11. MDT Great Falls District Preconstruction Engineer
12. Helena Public Schools District No. 1 Superintendent
13. East Helena Public Schools District No. 9 Superintendent

**Non-Voting Members:** The following positions shall serve as standing Non-Voting Members of the TTAC:

1. City-County Public Health Officer
2. Helena Regional Airport Director
3. Helena Police Chief
4. Lewis and Clark Rural Fire Council Chair
5. Federal Highway Administration (FHWA) Division Statewide and Urban Planner
6. Federal Transit Administration (FTA) Region 8 Transportation Program Specialist
7. MDT Division Maintenance Chief

### **5.1 Additional Members**

The TTAC may, through a majority vote, determine the necessity of adding Non-Voting Members possessing specialized expertise to enhance the Committee's technical advisory functions, as outlined in the TTAC Membership Policy and Procedures. Such recommendations are subject to approval by the Transportation Policy Coordinating Committee (TPCC). All additional appointed members will serve a term of three (3) years.

### **5.2 Designation of Alternates**

Each member of the TTAC may designate an alternate to serve in his/her place via written notice to the TTAC Chairperson.

- Alternates may serve on a meeting-by-meeting basis or on a permanent basis.

- Designated alternates shall have the same voting status (Voting or Non-Voting) as the member they represent.

### **5.3 Balance of Representation**

The TTAC shall strive to maintain balanced representation of transportation modes, disciplines, and jurisdictions within the MPO planning area.

## **Section 6 Organization**

The Committee officers are a Chairperson and Vice Chairperson, elected by a quorum of TTAC members at the first scheduled meeting of the calendar year. Each term lasts one year, with no limit on reelection.

## **Article II - Duties**

### **Section 1 Duties and Responsibilities**

The TTAC shall have the following duties and responsibilities:

1. Establish subcommittees to provide supplemental technical personnel and assistance.
2. Serve on subcommittees, as requested.
3. Review the various phases of the urban transportation planning process (i.e., methodology, projections, assumptions, recommended plans, and assignment of priorities).
4. Advise the staff in obtaining inventories and other data required for the continuing planning process.
5. Work closely with the TPCC in carrying out its duties.
6. Coordinate staff functions assigned to the participating agencies.

### **Section 2 Duties of Officers**

1. Chairperson - The chairperson shall preside at all meetings of the TTAC and to call special meetings as needed.
2. Vice Chairperson - The Vice-Chairperson shall act in the absence of the Chairperson.

## **Article III – Meetings**

### **Section 1 Meeting Time**

The TTAC shall meet as frequently as necessary to carry out its duties. When federal funding or regulatory deadlines necessitate immediate action, the Chair is authorized to convene a special meeting with expedited notice.

In cases where a quorum cannot be achieved in time to meet a federal deadline, the TTAC may, delegate authority to the Chair to entertain a motion if voting members from three out of the four MPO jurisdictions (State of Montana, Lewis and Clark County, City of Helena, City of East Helena) are in attendance.

### **Section 2 Subcommittees**

Subcommittees shall meet as determined by the Chairperson of the Committee.

### **Section 3 Quorum for Committee Meetings**

A quorum shall consist of a simple majority of the voting members listed in the regular membership section of these by-laws including the chairperson or his/her designated representative. Generally, Roberts Rules of Order will be used as guidance in all meeting proceedings.

### **Section 4 Reporting on Meetings**

The Metropolitan Transportation Planning Staff, consisting of staff from HELENA shall perform the following services and functions:

1. Record meeting minutes and attendance.
2. Prepare meeting agendas.
3. Prepare meeting reports and written materials.
4. Notify members of meetings.
5. Other duties, as required.

Minutes of the Committee meetings shall include, at a minimum, the pertinent discussion and final actions of the Committee.

## **Article IV - Coordination with Others**

**Section 1 Resolving Differences of Opinion**

If any differences of opinion arise between the STATE and local agencies in regard to transportation planning, or among the local agencies with reference to land use planning, these will be resolved at the TTAC level, unless they involve major policy decisions. In such instances they will be brought before the TPCC for resolution.

**Article V - Adoption and Amendment of By-laws**

**Section 1 How Adopted**

These by-laws may be adopted by:

- 1. a majority of the voting members of TTAC; and
- 2. a majority of the voting members of TPCC.

**Section 2 How Amended**

These by-laws may be amended by:

- 1. a majority of the voting members of TTAC; and
- 2. a majority of the voting members of TPCC.

~~LEWIS AND CLARK COUNTY, MONTANA~~

By: \_\_\_\_\_ Date: \_\_\_\_\_  
— Board of County Commissioners, Chair

ATTEST:

\_\_\_\_\_  
Lewis and Clark County Clerk and Recorder

~~CITY OF HELENA, MONTANA~~

By: \_\_\_\_\_ Date: \_\_\_\_\_  
— City of Helena, Mayor

ATTEST:

\_\_\_\_\_  
City of Helena City Clerk

CITY OF EAST HELENA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City of East Helena, Mayor

ATTEST:


\_\_\_\_\_  
City of East Helena City Clerk

APPROVED FOR THE STATE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
MDT Rail, Transit, and Planning  
Division Administrator

By: \_\_\_\_\_  
Legal Counsel, Montana Department  
of Transportation

DRAFT

	<h1>Greater Helena MPO</h1>	Policy Number	
		Original Adoption	
		Revision #	
		Last Revision Date	
<b>Section Title</b>			
<h2>TTAC Membership Addition Policy and Procedures</h2>			

**1. Purpose:** This policy establishes the process by which the Transportation Technical Advisory Committee (TTAC) may consider and appoint additional Non-Voting Members. The process ensures that membership additions are transparent, equitable, and based on the demonstrated need for professional expertise.

**2. Public Inquire Process:**

- The MPO shall maintain a TTAC Membership Inquiry Form, available to the public.
- Individuals, organizations, or agencies may use the form to suggest professional expertise that may benefit TTAC deliberations.

**3. Annual Review:**

- The MPO Manager shall collect all inquiries submitted during the calendar year.
- At the first scheduled meeting of the calendar year, the MPO Manager shall present all inquiries for review and determination of need.

**4. Determination of Need**

- The TTAC shall review inquiries and determine, by majority vote, whether additional expertise is warranted.
- If no new expertise is deemed necessary, the MPO shall provide public notice via the Greater Helena MPO website that existing membership composition remains unchanged.

**5. Application Process:**

If TTAC determines, additional expertise is needed:

1. The MPO shall issue a public call for applications, outlining required qualifications.
2. Applications shall be reviewed by the TTAC.

3. Qualified candidates shall be nominated and approved by a majority of Voting Members.
4. Appointments are subject to final approval by TPCC.

**6 Term of Service:**

- All newly appointed members shall serve as Non-Voting Members.
- The standard appointment term is three (3) years.
- At the end of the term, TTAC may recommend reappointment, rotation, or discontinuation of the position, subject to final approval by the TPCC.

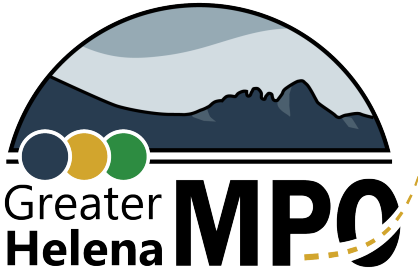
**7. Recordkeeping and Transparency**

- The MPO shall maintain records of all inquiries, TTAC decisions, and appointments.
- Summary reports shall be included in TTAC annual reporting to TPCC.

**⚠ BE CAREFUL WITH THIS FORM**

The form has not been deployed. Avoid filling out and submitting this form unless you are sure that it is legitimate. Do not enter any sensitive information (passwords, credit card number etc.) in this form.

To remove this message, please Deploy the form.



## TTAC New Member Inquiry

**First Name**

**Last Name**

**Email Address**

**Who Are You Submitting This Form For?**

**What Expertise is Needed on the Transportation Technical Advisory Committee?**

**What Qualifications Does The Applicant Process?**

**⚠ BE CAREFUL WITH THIS FORM**

The form has not been deployed. Avoid filling out and submitting this form unless you are sure that it is legitimate. Do not enter any sensitive information (passwords, credit card number etc.) in this form.

To remove this message, please Deploy the form.