



THE CITY COMMISSION OF BOZEMAN, MONTANA

REGULAR MEETING AGENDA

Tuesday, September 23, 2025

How to Participate:

If you are interested in commenting in writing on items on the agenda please send an email to comments@bozeman.net or visit the [Public Comment Page](#) prior to 12:00 p.m. on the day of the meeting. At the direction of the City Commission, anonymous public comments are not distributed to the City Commission or staff.

Public comments will also be accepted in-person and through video conference during the appropriate agenda items but you may only comment once per item.

As always, the meeting will be recorded and streamed through the [Commission's video page](#) and available in the City on cable channel 190.

For more information please contact the City Clerks' Office at 406.582.2320.

A. Call to Order - 6:00 PM - Commission Room, City Hall, 121 North Rouse

This meeting will be held both in-person and also using an online video conferencing system. You can join this meeting:

[Via Video Conference:](#)

Click the Register link, enter the required information, and click submit.

Click Join Now to enter the meeting.

Via Phone: *This is for listening only if you cannot watch the stream, channel 190, or attend in-person*

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B. Pledge of Allegiance and a Moment of Silence or Mindfulness

C. Changes to the Agenda

D. FYI

D.1 [Bozeman Community Plan Annual Implementation Report](#) (Saunders)

E. Commission Disclosures

F. Approval of Minutes

F.1 [Approval of Joint City Commission Meeting Minutes:](#) (Newby)

Consider the Motion: *I move to approve the joint meeting minutes as submitted.*

G. Consent

- G.1 Accounts Payable Claims Review and Approval (Edwards)
- G.2 Authorize the Mayor to sign the Findings of Fact and Order for the Parklands Amended Subdivision Preliminary Plat, Application 25273 (Quasi-Judicial)(Minnich)
- G.3 Authorize the City Manager to Sign a Notice of Award to Williams Civil Construction, Inc. for Construction of the 2025 South Black Avenue Sewer Renovations Project(Gamradt)
- G.4 Authorize the City Manager to sign a Joint Funding Agreement with the U.S. Geological Survey for the continued operation of the real-time streamflow gaging stations on the East Gallatin River and Hyalite Creek for federal fiscal year 2026.(Heaston)
- G.5 Authorize City Manager to Sign on to National Opioid Settlement with Opioid Manufacturer Purdue and the Sacker family(Rischke)
- G.6 Authorize City Manager to Sign on to National Opioid Settlement with 8 Additional Opioid Manufacturers(Rischke)
- G.7 Memorandum of Understanding with Gallatin County, Grease Interceptor and Wastewater Dump Station for Food Truck and RV Waste(Kohtz)
- G.8 Authorize the City Manager to sign an End User Agreement with Accurate Background, LLC, to Provide Background Screening Services to the City.(Redmond)
- G.9 Authorize City Manager to sign Amendment No.2 with Morrison Maierle for the North 27th Avenue (Baxter to Cattail) Improvements Project.(Murray)
- G.10 Authorize the City Manager to Sign a Fourth Amendment to the Professional Services Agreement with Advantage Spraying Services, Inc. for Snow Removal Services in the Parks and Trails District.(Canter)
- G.11 Authorize the City Manager to Sign a Fourth Amendment to the Professional Services Agreement with Clean Slate Group, LLC. for Snow Removal and Maintenance Services in the Parks and Trails District.(Canter)
- G.12 Authorize the City Manager to Sign a Sales Order with Ford Pro for an Electric Vehicle Direct Current Fast Charger (DCFC), Software, and Maintenance Agreement at the Shops Complex(Meyer)
- G.13 Authorize the City Manager to Sign a Sales Order with Ford Pro for the Purchase of Electric Vehicle Level 2 Charging Stations, Software, and Maintenance Agreement for the Bozeman Public Safety Center(Meyer)
- G.14 Resolution for the Creation of Special Improvement Lighting District 793 Meadow Bridge Subdivision(Hodnett)
- G.15 Final Adoption of a Text Amendment to Replace Division 38.610 (Wetland Regulations) Section 38.410.100 (Watercourse Setback) and Section 38.220.130 (Submittal Materials for

Regulated Activities in Wetlands), and Amend Section 38.700.190 (U Definitions), and Section 38.700.220 (W Definitions) within Chapter 38 of the Bozeman Municipal Code, Application 23309(Ross/Saunders)

G.16 An Ordinance Finally Adopting of the Gallatin Center Zone Map Amendment, Modifying Zoning from a combination of B-2 and B-P to B-2M, Community Commercial-Mixed District, on 67.709 Acres on Property Located on the northwest corner of North 19th Avenue and Baxter Lane, the Gallatin Center Zone Map Amendment, Application 24626(Rogers)

G.17 Second Reading of an Ordinance of the City Commission of the City of Bozeman, Montana, Repealing Chapter 2, Article 5, Division 10 of the Bozeman Municipal Code.(Fontenot)

H. Consent II: Items Acted Upon Without Prior Unanimous Approval

H.1 An Ordinance, Final Adoption, Establishing a Zoning Designation of R-4, Residential High-Density District, in Association with the Annexation of 10 Acres, the 5532 Fowler Lane Annexation, Application 24492(Moon)

I. Public Comment on Non-agenda Items Falling Within the Purview and Jurisdiction of the Commission

This is the time to comment on any matter falling within the scope of the Bozeman City Commission. There will also be time in conjunction with each agenda item for public comment relating to that item but you may only speak once per topic. Please note, the City Commission cannot take action on any item which does not appear on the agenda. All persons addressing the City Commission shall speak in a civil and courteous manner and members of the audience shall be respectful of others. Please state your name, and state whether you are a resident of the city or a property owner within the city in an audible tone of voice for the record and limit your comments to three minutes.

Written comments can be located in the [Public Comment Repository](#).

J. Special Presentation

J.1 Special Presentation on the Release of the Unified Development Code Update and Upcoming Public Review Process(Saunders)

J.2 Economic and Planning Systems Analysis of the Feasibility of the Affordability Requirements of the Water Adequacy for Residential Development (WARD) Ballot Initiative(Fine)

K. Action Items

K.1 Resolution for the Annual Assessment for Business Improvement District (BID) for Fiscal Year 2026(Johnson)

Consider the Motion: *I move to Approve this Commission Resolution for the Annual Assessment for the Business Improvement District (BID) for Fiscal Year 2026.*

K.2 Resolution for the Annual Lighting Assessments for Fiscal Year 2026 (Johnson)

Consider the Motion: *I move to Approve the Commission Resolution for the Annual Lighting Assessments for Fiscal Year 2026*

K.3 Resolution to Levy and Assess Delinquent Snow Removal Charges (Johnson)

Consider the Motion: *I move to Approve the Commission Resolution to levy and assess Delinquent Snow Removal Charges.*

K.4 [Resolution to Levy and Assess Delinquent Weed Removal Charge](#) (Johnson)

Consider the Motion: *I move to Approve the Commission Resolution to Levy and Assess Delinquent Weed Removal Charges.*

K.5 [Resolution to Levy and Assess Delinquent Water, Sewer, Stormwater, Garbage, Recycling and Organic Charges](#)(Johnson)

Consider the Motion: *I move to Approve the Commission Resolution to Levy and Assess Delinquent Water, Sewer, Stormwater, Garbage, Recycling and Organic Charges in FY26*

L. Appointments

L.1 [Appointment to the Board of Ethics](#) (Maas)

Consider the Motion: *I move to appoint two members to the Board of Ethics with terms expiring July 31, 2027.*

L.2 [Appointment of Ben Lloyd to vice chair of the Community Development Board.](#) (Newby)

Consider the Motion: *I move to Appoint Ben Lloyd to vice chair of the Community Development Board.*

L.3 [Appointment of Mike Wiseman to vice chair of the Historic Preservation Advisory Board.](#)(Newby)

Consider the Motion: *I move to Appoint Mike Wiseman to vice chair of the Historic Preservation Advisory Board.*

M. FYI / Discussion

N. Adjournment

City Commission meetings are open to all members of the public. If you have a disability that requires assistance, please contact our ADA Coordinator, David Arnado, at 406.582.3232.

Commission meetings are televised live on cable channel 190 and streamed live on our [Meeting Videos Page](#).

Memorandum

REPORT TO: City Commission

FROM: Chris Saunders, Community Development Manager
Erin George, Community Development Director

SUBJECT: Bozeman Community Plan Annual Implementation Report

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Plan/Report/Study

RECOMMENDATION: Receive information.

STRATEGIC PLAN: 4.2 High Quality Urban Approach: Continue to support high-quality planning, ranging from building design to neighborhood layouts, while pursuing urban approaches to issues such as multimodal transportation, infill, density, connected trails and parks, and walkable neighborhoods.

BACKGROUND: The Bozeman Community Plan sets out the community's vision for future development. Chapter 2 identifies themes, goals, and objectives to improve and maintain the community. Chapter 4, Implementation, identifies a short list of actions to be taken to begin implementation of objectives, establishes a series of metrics to be tracked, and requires an annual report on actions taken to implement the plan.
Attached is the 2025 annual report. It identifies, by objective, actions taken and the status of actions that are currently underway. Report covers the period from July 1, 2024 to June 30, 2025.
The City has also created a [dashboard](#) [External link] to track status of the metrics established in Chapter 4.

UNRESOLVED ISSUES: None.

ALTERNATIVES: None.

FISCAL EFFECTS: None.

Attachments:
[2025 Annual Report.pdf](#)

Report compiled on: September 9, 2025



BOZEMAN COMMUNITY PLAN 2020 ANNUAL IMPLEMENTATION REPORT

July 1, 2024 – June 30, 2025

The Bozeman City Commission adopted the Bozeman Community Plan 2020 on November 17, 2020. The plan includes many policies to guide public and private actions. Chapter 4 addresses implementation of the Bozeman Community Plan 2020. To observe and monitor plan effectiveness, the plan calls for an annual report on actions taken to implement the plan. This report fills that requirement and covers actions taken between July 1, 2024 – June 30, 2025.

The plan horizon is 20 years. The plan will be reviewed five years after adoption and updated as needed. Implementation of the plan occurs through a wide variety of City and partner organization actions. Plan implementation may be a one-time action or on-going work. This report covers two elements of the plan.

- 1) **Short-term action list** - A group of actions drawn from the objectives of the plan (pasted below for reference). Each item advances a range of objects and represent items the Planning Board (now the Community Development Board) considered important priorities. Responses to the action items are presented in the detailed descriptions of implementation actions for each objective, starting on page 2.
- 2) **Goals & Objectives** - An item-by-item response for each objective. If no specific action is listed then no individual action has been taken on that item so far, or actions taken were not provided to Community Development.

Italics with purple font color in the Implementation Actions column indicate work that occurred during the reporting period of July 1, 2024 – June 30, 2025

- 3) **Plan metrics** - Targets for each indicator are measured over time ranges of one to three years. The City has established an [online dashboard](#) to track and report on progress for these indicators.

SECTION 1. SHORT-TERM ACTION LIST

The Bozeman Community Plan 2020 identifies many actions and objectives to address the listed goals. Many actions are ongoing. Some are specific shorter-term actions to implement this Plan. The following list is not listed in any order of priority and is drawn from those shorter-term actions listed in Chapter 2. For details on implementation of each short-term action see the referenced objectives in Section 2 of this report.

1. Review potential upzoning to implement objectives N-1.1, N-1.2, and N-1.4.
2. Evaluate zoning map changes needed to implement objectives N-1.3, N-2.1, N-2.2, and N-3.9 consistent with factors identified in Chapter 5, Zoning Amendment Review.
3. Evaluate design standards as identified in objectives N-1.7 and N-2.4. Buildings are to be capable of serving an initial residential purpose and be readily converted to commercial uses when adequate market support for commercial services exists.
4. Evaluate revisions to maximum building height limits in multi-household, commercial, industrial, and mixed-use zoning districts to account for revised building methods, building code changes, and the effect of incremental changes on meeting goals of this plan as noted in objective DCD-2.4.
5. Update land development standards to implement the Integrated Water Resources Plan as identified in objective EPO-3.5.
6. Identify missing links in the multimodal system, prioritize those most beneficial to complete, and pursue funding for completion of those links as noted in objectives M-1.4, M-1.9, and M-1.11.
7. Evaluate parking requirements and methods of providing parking as part of the overall transportation system for and between districts as noted in objective M-1.12.
8. Revise current intersection level of service design standards to multimodal level of service or traffic stress for people walking, biking, and using transit as identified in objective M-1.3.
9. Prepare for establishment of a Metropolitan Planning Organization, anticipated to be required after the completion of the 2020 US Census and noted in objective RC-1.6.
10. Establish standard practices for sharing development application information and exchanging comments between the City and County as identified in objective RC-3.5.
11. Revise the zoning map to harmonize with the future land use map as noted in objectives N-1.3, N-2.1, N-2.2, EE-1.6, and RC-4.4.
12. Update the UDC to reflect density increases or minimums within key districts as noted in objectives DCD-1.4, EPO-1.6, and RC-4.4.
13. Retain firm that specializes in form-based development codes to evaluate the City's UDC, especially with regard to completing the transition to a form-based code and simplification so that it can be understood by the general public and consistently applied by planning staff.
14. Work with partner organizations to implement EPO-1.5 to identify and reduce impacts on environmentally sensitive areas.

SECTION 2. PLAN THEMES, GOALS, AND OBJECTIVES

THEME 1: A RESILIENT CITY GOALS, OBJECTIVES, AND ACTIONS		
<i>Our City desires to be forward thinking, collaborative, and deliberate in planning and execution of plans and policies to enable our community to successfully ride the waves of change.</i>		
Goal R-1: Continue to strengthen and develop resilience as a community.		Implementation Actions
R-1.1. Be reflective: use past experience to inform future decisions.		Experience in existing code and plan usage does and will inform amendments to improve processes and standards.
R-1.2. Be resourceful: recognize alternative ways to use resources.		
R-1.3. Be inclusive: prioritize broad consultation to create a sense of shared ownership in decision making.		The Engage Bozeman community input tool was created and is in use for the ongoing UDC update, wetland regulation update, and many other projects. The UDC update expanded public outreach to Spanish language materials and input brochure techniques not previously used. https://engage.bozeman.net/udc
R-1.4. Be integrated: bring together a range of distinct systems and institutions.		<i>UDC update is underway</i> and cross issue/departments coordination is part of that, e.g., climate action plan and water conservation plan implementation coordination.
R-1.5. Be robust: well-conceived, constructed, and managed systems.		The PRAT plan was adopted fall 2023 and updated park and related system priorities. The City adopted the 2023 Water Conservation and Efficiency Plan. <i>The wastewater collection plan update was approved by Resolution 5664 on Dec 17, 2024. The Storm Water Facilities Plan was approved by Resolution on May 6, 2025.</i>
R-1.6. Be redundant: spare capacity purposefully created to accommodate disruption.		Annual CIP and utility maintenance provides robust infrastructure that can service a wide range of development alternatives and short-term disruption responses.

R-1.7. Be flexible: willingness and ability to adopt alternative strategies in response to changing circumstances.	Analysis of water conservation options – City Commission work session completed Feb. 15, 2022. Code amendments were developed for public review and approved by the Commission in April 2024.
<i>Goal R-2: Pursue community decisions in a manner that supports resilience.</i>	<i>Implementation Actions</i>
R-2.1. Co-Benefits: Provide solutions that address problems across multiple sectors, creating maximum benefit.	UDC update is underway and cross issue coordination is part of that, e.g. climate action plan and water conservation plan implementation coordination as well as growth policy.
R-2.2. High Risk and Vulnerability: Ensure that strategies directly address the reduction of risk to human well-being, physical infrastructure, and natural systems.	Adopted Ordinance 2057 in March 2021 to update floodplain regulations to best practices.
R-2.3. Economic Benefit-Cost: Make good financial investments that have the potential for economic benefit to the investor and the broader community both through direct and indirect returns.	Annual capital improvement program coordinates funding sources and construction to create best value outcomes in conjunction with community priorities and plans such as supporting compact development and redevelopment.
R-2.4. Social Equity: Provide solutions that are inclusive with consideration to populations that are often most fragile and vulnerable to sudden impacts.	PRAT plat update and UDC update project used new outreach tools to reach to multiple languages and user groups less frequently engaged in planning processes locally. Adopted new incentives based affordable housing program to conform to state law changes. Adopted planned development zone supporting affordable housing and sustainable project design.
R-2.5. Technical Soundness: Identify solutions that reflect best practices that have been tested and proven to work in similar local or regional contexts.	<i>UDC update is underway and incorporates local and regional lessons and best practices.</i> 2024 Water conservation amendments are based on best practice learning from around the west.

R-2.6. Innovation: Advance new approaches and techniques that will encourage continual improvement and advancement of best practices.	<i>UDC update is underway and cross issue coordination is part of that work.</i>
R-2.7. Adaptive Capacity: Include flexible and adaptable measures that consider future unknowns of changing climate, economic, and social conditions.	Annual CIP and utility maintenance provides robust infrastructure that can service a wide range of development alternatives. <i>UDC update is underway and includes additional latitude and authority for on-site and shared power generation. City is researching updates to wetland regulations to account for changed federal regulations and local needs.</i>
R-2.8. Harmonize with Existing Activity: Expand, enhance, or leverage work being done to build on existing efforts.	Water Conservation and Efficiency Plan adopted in 2023. Water conservation code amendments in review spring 2024 build on over a decade of water conservation planning work. <i>Engineering design standards were updated in 2024 and are being integrated with the UDC update.</i>
R-2.9. Long-Term and Lasting Impact: Create long-term gains to the community with solutions that are replicable and sustainable, creating benefit for present and future generations.	Analysis of water conservation options – City Commission work session completed Feb. 15, 2022. Code amendments were developed for public review and approved by the Commission in April 2024. <i>The update to the Integrated Water Resources Plan began in 2025, data on this project is available at engage.bozeman.net.</i>
THEME 2: A CITY OF UNIQUE NEIGHBORHOODS GOALS, OBJECTIVES, AND ACTIONS	
<i>Our City desires to be diverse, healthy, and inclusive, defined by our vibrant neighborhoods, quality housing, walkability, excellent schools, numerous parks and trails, and thriving areas of commerce.</i>	
Goal N-1: Support well-planned, walkable neighborhoods.	Implementation Actions
N-1.1. Promote housing diversity, including missing middle housing.	Incentives for affordable housing including missing middle housing adopted in Oct. 2022 with Ordinances 2105 and 2011. <i>Ongoing UDC update is evaluating district and standard changes</i>

		<i>for consideration in 2025. City updated incentives for affordable housing in 38.340 in February 20205.</i>
N-1.2. Increase required minimum densities in residential districts.		<i>UDC update is underway and reevaluation of minimum densities is part of that work.</i>
N-1.3. Revise the zoning map to lessen areas exclusively zoned for single-type housing.		<i>UDC update includes consolidation of districts that will implement this task.</i>
N-1.4. Promote development of accessory dwelling units (ADUs)		Ord. 2011 created 38.320.070 which includes additional flexibility for creating ADUs. Ord. 2091 authorized ground level ADUs and removed ADU parking requirements.
N-1.5. Encourage neighborhood focal point development with functions, activities, and facilities that can be sustained over time. Maintain standards for placement of community focal points and services within new development.		Many neighborhood focal points are parks. The PRAT plan which considers best features and functions for parks was updated and adopted in Fall 2023.
N-1.6. Encourage urban agriculture as part of focal point development, in close proximity to schools, and near dense or multi-unit housing.		<i>UDC update draft includes urban agriculture uses and standards for evaluation.</i>
N-1.7. Review and where appropriate, revise block and lot design standards, including orientation for solar power generation throughout city neighborhoods.		Lot and block standards were reviewed in 2022 as part of evaluating potential edits to the UDC.
N-1.8. Install, replace, and maintain missing or damaged sidewalks, trails, and shared use paths.		City has pursued grants for funding and completed missing path sections along N. 19 th Avenue. <i>A gap analysis for the ped/bike network began in May 2024. City is pursuing federal funding for installation of facilities.</i>
N-1.9. Ensure multimodal connections between adjacent developments		a) 38.520.040 and other code sections require connections. This code is applied with all appropriate development. b) Engineering staff and the TDM Coordinator routinely review development applications for best practices as well as standards and code adopted by the City. c) The city integrates these facilities with all road rebuild or expansion projects.

N-1.10. Increase connectivity between parks and neighborhoods through continued trail and sidewalk development. Prioritize closing gaps within the network.	This issue is included in the scope of the Parks, Recreation, and Active Transportation Plan [PRAT] (adopted in Sept 2023) with a focus on establishing an understanding of priority routes to parks and open space amenities and facilities in addition to identifying missing connections and creating a comprehensive wayfinding plan.
N-1.11. Enable a gradual and predictable increase in density in developed areas over time.	Ord. 2011 adopted in Oct 2022 provides additional flexibility for small infill development that creates additional homes. After due public process 21 Zone Map Amendments were approved increasing allowed intensity of development on previously zoned property. <i>One was completed during the reporting period. Revisions to the UDC are opening opportunities by increasing allowed scope of allowed development in districts and combining residential districts.</i>
N-1.12. Encourage major employers to provide employee housing within walking/biking distance of place of employment.	The Transportation Demand Management (TDM) plan has a provision to focus on programmatic and educational outreach and engagement to reach out to workplaces to encourage them to support staff using active modes and alternative work environments (e.g., work from home), in turn making employment and housing more flexible.
<i>Goal N-2: Pursue simultaneous emergence of commercial nodes and residential development through diverse mechanisms in appropriate locations.</i>	<i>Implementation Actions</i>
N-2.1. Ensure the zoning map identifies locations for neighborhood and community commercial nodes early in the development process.	Correspondence between the future land use map and the zoning map provide this surety.
N-2.2. Revise the zoning map to support higher intensity residential districts near schools, services, and transportation.	<i>Two applications for zone map amendments increasing allowed intensity at 1920 W Babcock and 1519 Alder Court</i>

		<i>was approved during this reporting period.</i>
N-2.3. Investigate and encourage development of commerce concurrent with, or soon after, residential development. Actions, staff, and budgetary resources relating to neighborhood commercial development should be given a high priority.		<i>The UDC update is considering expanding options for where in residential districts services and retail may be constructed.</i>
N-2.4. Evaluate design standards. Encourage development in appropriate districts of buildings that are capable of serving an initial residential purpose and be readily converted to commercial uses when adequate market support for commercial services exists.		<i>UDC update includes review of design standards.</i>
N-2.6. Ensure that new development includes opportunities for urban agriculture, including rooftop and home gardens, community gardens, or urban farms.		<i>Included with ongoing UDC update and replacement</i>
<i>Goal N-3: Promote a diverse supply of quality housing units.</i>		<i>Implementation Actions</i>
N-3.1. Establish standards for provisions of diversity of housing types in a given area.		
N-3.2. Review zoning districts to assess the range of housing types in each district.		<i>Included for public review and comment with UDC update and replacement.</i>
N-3.3. Encourage distribution of affordable housing units throughout the City with priority given to locations near commercial, recreational, and transit assets.		<i>Zoning map decisions have expanded locations where LIHTC can practically be constructed to all community quadrants. Adopted affordable housing incentives in 38.380.030 are available anywhere in the community. Several Low-Income Housing Tax Credit projects have been completed or are under construction and more are in the design, review, and permitting phase. Sites are in all quadrants of the community.</i>
N-3.4. Require development of affordable housing through coordination of funding for affordable housing and infrastructure.		<i>City coordinated \$5M grant funding support to construct a sewer lift station in exchange for a land dedication for affordable housing. Extension of N 15th Avenue with city funding to required lot frontage for a LIHTC 155 home project, and to meet transportation connectivity</i>

		requirements for a senior living and a 2 nd LIHTC project totaling 232 homes.
N-3.5. Strongly discourage private covenants that restrict housing diversity or are contrary to City land development policies or climate action plan goals.		City Commission identified creation of sample covenants as a priority for the 2022-2023 work period. A work session was held on November 15, 2022. Final draft model covenants were presented to commission on November 21, 2023.
N-3.6. Include adequate residentially designated areas for anticipated future housing in the future land use map.		The future land use map provides the necessary area shown as needed in Appendix D of the growth policy.
N-3.7. Support compact neighborhoods, small lot sizes, and small floor plans, especially through mechanisms such as density bonuses.		<i>Included for public review and comment with UDC update and replacement.</i>
N-3.8. Promote the development of "Missing Middle" housing (side by side or stacked duplex, triplex, live-work, cottage housing, group living, rowhouses/townhouses, etc.) as one of the most critical components of affordable housing.		<i>Additional flexibility in location and design are Included for public review and comment with UDC update and replacement. Updates to 38.340 revised incentives for "missing middle" types of housing.</i>
N-3.9. Ensure an adequate supply of appropriately designated land to accommodate Low Income Housing Tax Credit development in qualifying census tracts.		Zoning is in place. Qualifying census tract designation is outside of the City's control. Revisions happened with release with the 2020 Census information.
<i>Goal N-4: Continue to encourage Bozeman's sense of place.</i>		<i>Implementation Actions</i>
N-4.1. Continue to recognize and honor the unique history, neighborhoods, neighborhood character, and buildings that contribute to Bozeman's sense of place through programs and policy led by both City and community efforts.		Updates to the historic preservation program are underway. <i>A consultant has been selected to assist and the first phase of the project concluded in spring of 2025. Phase 2 is now underway which examines code revisions and updates to the existing design guidelines.</i>
N-4.2. Incorporate features, in both public and private projects, to provide organization, structure, and landmarks as Bozeman grows.		
N-4.3. Revise Design Guidelines within the Conservation Overlay District to distinguish Downtown from the residential neighborhoods, to encourage neighborhoods		<i>Phase 2 of the Landmark project is now underway which examines code revisions and updates to the existing design guidelines.</i>

and neighborhoods near transition areas, both north and south of Downtown.		
N-4.4. Ensure an adequate supply of off-leash facilities to meet the demand of Bozeman dog owners.		This issue is included in the scope of the Parks, Recreation, and Active Transportation Plan [PRAT] (adopted in Sept 2023).
THEME 3: A CITY BOLSTERED BY DOWNTOWN AND COMPLEMENTARY DISTRICTS GOALS, OBJECTIVES, AND ACTIONS		
<i>Our City is bolstered by our Downtown, Midtown, University and other commercial districts and neighborhood centers that are characterized by higher densities and intensities of use.</i>		
Goal DCD-1: Support urban development within the City.		Implementation Actions
DCD-1.1. Evaluate alternatives for more intensive development in proximity to high visibility corners, services, and parks.		<i>Evaluation of building height transitions and impact mitigation is part of overall UDC update.</i>
DCD-1.2. Remove regulatory barriers to infill.		Ord. 2011 adopted in Oct 2022 provides additional flexibility for small infill development that creates additional homes. Definition of infill was adopted as part of Ord. 2011. After due public process 18 Zone Map Amendments were approved increasing allowed intensity of development on previously zoned property. <i>The City updated its annexation policy to simplify process in spring 2025, Resolution 2025-07. 15 of 27 annexations since plan adoption have wholly or partially closed existing “holes” in the City.</i>
DCD-1.3. Work with state regulatory agencies and the legislature to remove disincentives in state law and regulations to municipal development.		Staff engages with state rule making and agencies to identify disincentives and advocate for changes to support equitable application of the laws. This is an ongoing activity.
DCD-1.4. Update the Unified Development Code (UDC) to reflect density increases or minimums within key districts.		Minimum density requirement changes were directed by City Commission during work session. <i>Included for public review and comment with UDC update and replacement.</i>

DCD-1.5. Identify underutilized sites, vacant, and undeveloped sites for possible development or redevelopment, including evaluating possible development incentives.	The City's annual land use inventory is available online and can be cross connected to zoning to identify possible sites. <i>The update to the Bozeman Community Plan now underway is identifying locations where redevelopment may be appropriate.</i>
DCD-1.6. Investigate expansion of existing or creation of new urban renewal areas to encourage redevelopment of key properties.	The Pole Yard District was created in December 2020.
DCD-1.7. Coordinate infrastructure construction, maintenance, and upgrades to support infill development, reduce costs, and minimize disruption to the public.	This is part of daily work activities across multiple departments. Annual Capital Improvement Program (CIP) development formalizes these evaluations.
DCD-1.8. Collaborate with the Montana State University School of Architecture and the Sustainable Foods and Bioenergy Systems department to develop educational materials and opportunities for local architects, community planners, and citizens on how to do quality urban design for infill and greenfield sites.	
DCD-1.9. Promote mixed-use developments with access to parks, open space, and transit options.	Update of standards for planned unit development (Ord 2104) includes method to remove property from existing PUD and use current zoning which is more favorable so such projects. City has approved upzonings and initial zonings for REMU and other districts that support mixed use development. The PRAT Plan (adopted fall 2023) address access to parks, open space, and the provision for transit options. In addition, the plan will explore the "level of comfort" associated with accessing these spaces throughout the community.
DCD-1.10. Support University efforts to attract development near campus.	Reviewed and approved MSUIC PDZ spring 2024.
DCD-1.11. Pursue annexations consistent with the future land use map and adopted facility plans for development at urban intensity.	Privately initiated annexations consistent with this goal are encouraged. City is not initiating annexations currently. <i>The City has approved all</i>

		<i>requested annexations during the reporting period. 27 annexations encompassing approximately 680 acres have been finalized since adoption of the Bozeman Community Plan.</i>
DCD-1.12. Prioritize the acquisition and/or preservation of open space that supports community values, addresses gaps in functionality and needs, and does not impede development of the community.		Resolution 5353 authorized purchase of 12 acres to expand Burke Park. City completed purchase of the southern end of Burke Park in early spring 2022. The PRAT plan was completed in fall 2023 and includes park design and recreation guidelines and policies to align with relevant Climate Plan priorities.
DCD-1.13. Pursue acquisition and development of diverse water sources and resources.		This is on-going work for the Engineering division. <i>Planning and testing for a well field on the southwest side of town is an active project.</i>
<i>Goal DCD-2: Encourage growth throughout the City, while enhancing the pattern of community development oriented on centers of employment and activity. Support an increase in development intensity within developed areas.</i>		<i>Implementation Actions</i>
DCD-2.1. Coordinate infrastructure development, land use development, and other City actions and priorities through community planning.		This is part of daily work activities across multiple departments. CIP development formalizes these evaluations.
DCD-2.2. Support higher density development along main corridors and at high visibility street corners to accommodate population growth and support businesses.		Projects advancing this objective and consistent with adopted standards have been approved as their review was completed.
DCD-2.3. Review and update minimum development intensity requirements in residential and non-residential zoning districts.		City Commission directed increase at work session on districts during UDC update. <i>Work is ongoing.</i>
DCD-2.4. Evaluate revisions to maximum building height limits in all zoning districts to account for contemporary building methods and building code changes.		Ordinance 2070 amending residential building heights took effect in July 2021. <i>UDC update considers changes to how heights are measured and proposes increased heights in some commercial districts, review continues.</i>
DCD-2.5. Identify and zone appropriate locations for neighborhood-scale commercial development.		Locations are identified in the future land use map in the growth policy. Zoning

		occurs with new annexations or requested by landowner.
DCD-2.6. Evaluate and pursue joint mitigation of development impacts across multiple developments.		Urban Renewal Districts established to provide infrastructure create a tool to share impact mitigation. MSUIC PDZ approved to coordinate mitigation from multiple building projects within the boundary of the MSUIC PDZ.
DCD-2.7. Encourage the location of higher density housing and public transit routes in proximity to one another.		The city coordinates with Streamline during service plan updates. No new routes were created during the reporting period.
DCD-2.8. Revise the zoning ordinance, reducing the number of zoning districts to be more consistent with the designated land use classifications, to simplify the development process, and support affordability objectives of the plan.		Adopted new planned development zone and affordable housing incentives. <i>UDC update is further evaluating district consolidation.</i>
DCD-2.9. Evaluate increasing the number of stories allowed in centers of employment and activity while also directing height transitions down to adjacent neighborhoods.		<i>Change to height allowances in commercial zones and transition standards is ongoing as part of the UDC update.</i>
Goal DCD-3: Ensure multimodal connectivity within the City.		Implementation Actions
DCD-3.1. Expand multimodal accessibility between districts and throughout the City as a means of promoting personal and environmental health, as well as reducing automobile dependency.		The Park Recreation and Active Transportation plan adopted in fall 2023 evaluates locations and design standards for multimodal travel ways.
DCD-3.2. Identify missing links in the multimodal system, prioritize those most beneficial to complete, and pursue funding for completion of those links.		Opportunities will be investigated, where applicable, during plan review and in the CIP development process, on an ongoing basis. The Park Recreation and Active Transportation plan adopted in fall 2023 partially address these missing links. <i>The City obtained federal funding for closing gaps in the N 19th Ave pathway and along Valley Center. The Engineering division is undertaking a ped/bike gap analysis project in spring 2024 which completed during this reporting period.</i>

DCD-3.3. Identify major existing and future destinations for biking and walking to aid in prioritization of route planning and completion.	The Park Recreation and Active Transportation plan adopted in fall 2023 identifies priority routes and destinations.
DCD-3.4. Support implementation of the Bozeman Transportation Master Plan strategies.	Chapter 5 of the Transportation Master Plan supports walk, bike, car share, linked trips, and mixed-use policies to reduce travel demand. <i>The PRAT plan, and UDC standards allow for or actively support these policies. The UDC update now in public review updates intersection level of service standards and traffic study requirements. The zoning districts support mixed-uses.</i>
DCD-3.5. Encourage increased development intensity in commercial centers and near major employers.	Tax increment districts support redevelopment within their boundaries. <i>The UDC update now in public review revises commercial building heights and parking that support this objective.</i>
DCD-3.6. Evaluate parking requirements and methods of providing parking as part of the overall transportation system for and between districts.	City Commission directed consolidation of non-residential parking requirements at Feb 2023 UDC work session. The City Commission considered active parking management in the Downtown area. <i>The UDC update now in public review revised parking requirements. The state adopted legislation that limits city ability to require parking, the UDC draft has been updated in response.</i>
Goal DCD-4: Implement a regulatory environment that supports the Community Plan goals.	Implementation Actions
DCD-4.1. Ensure that the Planning Department is supported with the resources required to effectively implement this plan, to dedicate staff to long range and regional planning efforts, and to process development applications expeditiously.	
DCD-4.2. Continuously invite and give due consideration to the input of design and development professionals in the improvement of the city's project evaluation processes and development code.	<i>The City meets with design professionals in a regular monthly meeting and has also sought their input during the UDC update.</i>

DCD-4.3. Complete the transition to a form-based code and simplification so that it can be understood by the general public and consistently applied by planning staff.		Code Studio is contracted to support the UDC update and has completed several public outreach efforts to gather information and draft a more user friendly code. <i>The UDC update now in public review simplifies language used, rearranges document flow for clarity, adds graphics, and makes the standards easier to understand. Additional form based elements are included.</i>
DCD-4.4. Differentiate between development and redevelopment. Allow relaxations of code provisions for developed parcels to allow redevelopment to the full potential of their zoning district.		Ordinance 2011 adopted a definition of infill. <i>The UDC update includes several revisions to simplify redevelopment.</i>
THEME 4: A CITY INFLUENCED BY OUR NATURAL ENVIRONMENT, PARKS, AND OPEN LANDS GOALS, OBJECTIVES, AND ACTIONS		
<i>Our City is home to an outdoor-conscious population that honors and protects our natural environment and our well-managed open space and parks system.</i>		
<i>Goal EPO-1: Prioritize strategic acquisition of parks to provide a variety of recreational opportunities throughout the City.</i>		<i>Implementation Actions</i>
EPO-1.1. Coordinate the location of existing and future parks to create opportunities for linear parks to connect larger parks. Prioritize quality locations and features in parks over quantity of parks.		Final locations for trails are set during development review with easements as needed. The PRAT Plan adopted in fall 2023 provides guidance for priority routes and development standards.
EPO-1.2. Collaborate with partner agencies and organizations to establish sustainable funding sources for ongoing acquisition, construction, and operations of City parks, trails, gardens, and open space.		
EPO-1.3. Incorporate unique and inclusive recreational and artistic elements into parks.		This is an operational issue addressed with plans for individual parks.
EPO-1.4. Research and implement multi-use features within parks to promote increased use and visitation. Wherever possible, parks are connected to multi-modal transportation options and accessible for people with disabilities.		This is an operational issue addressed with plans for individual parks.

EPO-1.5. Work with partner organizations to identify and reduce impacts on at-risk, environmentally sensitive areas that contribute to water quality, wildlife corridors, or wildlife habitat, specifically wildlife habitat as we continue outward growth.	a) Sensitive lands protection plan was completed and accepted by the City Commission in December 2023. <i>b) Community Development funded creation of an updated streams and ditches GIS layer that will help with early identification of protected waters. Data has been collected and is being mapped in collaboration with MSU and other City departments. .</i>
EPO-1.6. Upon completion of an update to the City's park master plan, review standards of the UDC for adequacy and update, as needed, to coordinate with development review standards and practices.	The PRAT Plan was adopted in fall 2023. Standards update will follow completion of the plan.
Goal EPO-2: Work to ensure that development is responsive to natural features.	Implementation Actions
EPO-2.1. Where appropriate, activate connections to waterways by creating locations, adjacent trails, and amenities encouraging people to access them.	This is an operational issue addressed with plans for individual parks.
EPO-2.2. Work with the U.S. Army Corps of Engineers to keep wetlands mitigation within the Gallatin Valley rather than locating to other watersheds.	<i>The Engineering division has been tasked with investigating this option. Recent US supreme court decision has changed scope of Corps authority over wetlands. Draft amendments to municipal code were prepared and Commission will hear them on Sept 9, 2025.</i>
EPO-2.3. Identify, prioritize, and preserve key wildlife habitat and corridors.	Sensitive lands protection plan was completed and accepted by the City Commission in December 2023.
Goal EPO-3: Address climate change in the City's plans and operations.	Implementation Actions
EPO-3.1. Support development of maintenance standards including sidewalk clearing, sidewalk surfaces, bike lanes, and procedures for consistent implementation.	<i>The Transportation and Engineering division piloted an alternating side snow plowing approach to improve snow management which will also affect corner crossings.</i>
EPO-3.2. Ensure complete streets and identify long-term resources for the maintenance of year-round bike and	<i>Appropriate complete street elements were included as part of the UDC update (ongoing) and in the update to the</i>

multi-use paths to improve utilization and reduce annual per capita vehicle miles traveled.	<i>Engineering Design Standards completed in winter of 2024.</i>
EPO-3.3. Support water conservation, use of native plants in landscaping, and development of water reuse systems.	Code amendments were developed by the Water Conservation division and adopted by the City Commission in May 2024 which advance this objective.
EPO-3.4. Review and update landscape and open space standards for public and private open spaces to reduce water use. Likewise, review and update standards for reuse systems.	Code amendments were developed by the Water Conservation division and adopted by the City Commission in May 2024.
EPO-3.5. Update land development standards to implement the Integrated Water Resources Plan.	Code amendments were developed by the Water Conservation division and adopted by the City Commission in May 2024.
EPO-3.6. Review and revise stormwater standards to address changing storm profiles.	<i>Stormwater standards are being addressed in the Engineering Design Standards update now underway. Stormwater post-construction facilities maintenance is being addressed in the Stormwater Facilities Plan adopted in May 2025.</i>
EPO-3.7. Review and update development regulations to implement facility and service plans when those plans are updated.	This is an ongoing effort as each plan is updated. An update to the sewer facility plan is presently underway. The PRAT plan was adopted last fall. Amendments as needed will follow completion.
EPO-3.8. In coordination with the Sustainability Division, provide public education on energy conservation and diversified power generation alternatives.	<i>UDC update includes amendments to facilitate shared solar and other alternatives. Education on these alternatives has occurred during the UDC update.</i>
EPO-3.9. Integrate climate change considerations into development standards.	<i>Stormwater standards are being addressed in the Engineering Design Standards update now underway. Stormwater post-construction facilities maintenance is being addressed in the Stormwater Facilities Plan adopted in May 2025.</i>

EPO-3.10. Inclusion of community gardens, edible landscaping, and urban micro-farms as part of open spaces outside of watercourses and wetlands in subdivisions is encouraged where appropriate.	The PRAT plan adopted last fall discusses community gardens within public parks as a priority. The UDC update includes provisions for urban agriculture.
EPO-3.11. Support resource conservation through recycling, composting, and other appropriate means.	<i>The Solid Waste Division operates a recycling service, has completed a pilot composting project, and now includes the service through its solid waste division.</i>
Goal EPO-4: Promote uses of the natural environment that maintain and improve habitat, water quantity, and water quality, while giving due consideration to the impact of City regulations on economic viability.	Implementation Actions
EPO-4.1. Eliminate reliance on private maintenance of public infrastructure, including public parks, trail systems, and stormwater facilities. Identify a sustainable and reliable public funding source for this infrastructure.	Electors approved formation of a park and trail maintenance district in May of 2020. Implementation is ongoing.
EPO-4.2. Update floodplain and other regulations that protect the environment.	<i>The Engineering Division has been tasked with reviewing wetland regulations. Recent US Supreme Court decisions have changed the legal standards for wetlands. Revised standards will go to public hearing at the Commission on Sept 9, 2025.</i>
EPO-4.3. Pursue an inter-jurisdictional effort to establish baseline information on air quality trends and enhance monitoring facilities.	
EPO-4.4. Collaborate with other Montana cities working with regulatory agencies to establish fair and technologically feasible water treatment standards.	<i>Department of Utilities staff are engaged with the Montana League of Cities and DEQ on review of draft water treatment standards. Staff supported passage of revised nutrient standards in the 2025 legislature.</i>
EPO-4.5. Complete the update for an integrated Hazard Management and Mitigation Plan.	The updated plan was approved by Resolution 5256 in 2021.
EPO-4.6. Develop a plan to mitigate conflicts between humans and wildlife through the use of proactive, non-lethal measures.	The Solid Waste Division completed a bear resistant contain pilot test <i>and is now expanding availability of bear</i>

		<i>resistant totes</i> . A grant was obtained to reduce costs to the City.
THEME 5: A CITY THAT PRIORITIZES ACCESSIBILITY AND MOBILITY GOALS, OBJECTIVES, AND ACTIONS		
<i>Our City fosters the close proximity of housing, services, and jobs, and desires to provide safe, efficient mobility for pedestrians, cyclists, transit users, and drivers.</i>		
Goal M-1: Ensure multimodal accessibility.		Implementation Actions
M-1.1. Prioritize mixed-use land use patterns. Encourage and enable the development of housing, jobs, and services in close proximity to one another.		All zoning districts enable diverse uses. Most districts specifically authorize mixed residential and service/commercial uses. The UDC update includes revisions to parking requirements that will make it easier to construct mixed uses.
M-1.2. Make transportation investment decisions that recognize active transportation modes and transit as a priority.		Capital Improvement programming, prepared annually, includes funding to close system gaps. The City included active transportation as part of the PRAT update (Goal 3). <i>The City engages with the Urban Transportation District through the MPO planning process and provides financial support for transit.</i>
M-1.3. Develop service standard levels for multimodal travel.		<i>The PRAT plan partially addresses this, as will revision of engineering standards completed in winter 2024</i> and alignment with other plans and policies.
M-1.4. Develop safe, connected, and complementary transportation networks for pedestrians, bicyclists, and users of other personal mobility devices (e-bikes, electric scooters, powered wheelchairs, etc.).		Like other objectives, this will be covered by the PRAT plan, the CIP, the revisions of the UDC, and the revision of engineering standards to be employed with all private and public projects that include transportation components or the opportunity for “affordances” of concurrent planning and implementation.
M-1.5. Identify locations for key mobility hubs (e.g. rideshare drop off/ pick up areas, bike/scooter share, transit service, bike, and pedestrian connections).		Partially accomplished through the routing map in the PRAT.

M-1.6. Integrate consideration of rideshare and other mobility choices into community planning regulations.	The Transportation and Engineering Department coordinated with private companies to develop and implement a plan to manage e-scooters.
M-1.7. Develop a trunk network of high-frequency, priority transit service connecting major commercial nodes and coinciding with increased density.	Voters approved creation of an Urban Transportation District in May 2023. The UTD is now responsible for creation and administration of the transit system. The UTD participates in the Metropolitan Planning Organization.
M-1.8. Establish standards and procedures for placement of bus shelters in City rights of way.	The City has established a memorandum of understanding for placement of transit shelters.
M-1.9. Prioritize and construct key bicycle infrastructure, to include wayfinding signage, connections, and enhancements with emphasis on completing network connectivity.	Partially accomplished through the routing map and design standards in the PRAT. Construction is planned and funded through the CIP and budget systems.
M-1.10. In conjunction with the transportation plan, work to develop a core network of “AAA” (appropriate for all ages and abilities) bike routes covering at least 75 percent of households and 75 percent of jobs within ½ mile of the network.	The PRAT plan supports the development of “AAA” bike routes, including bike boulevards, buffered bike lanes and off-street facilities where appropriate or feasible. The city can investigate grant opportunities to offset the cost to fund retrofitting existing facilities. The PRAT plan will prioritize key off-street routes and have the provision for how to provide wayfinding.
M-1.11. Prioritize and construct key sidewalk connections and enhancements.	<i>The Engineering division is undertaking a ped/bike gap analysis project in spring 2024 that was recently completed.</i>
M-1.12. Eliminate parking minimum requirements in commercial districts and affordable housing areas and reduce parking minimums elsewhere, acknowledging that demand for parking will still result in new supply being built.	<i>Parking requirements are being evaluated as part of the UDC update. City Commission gave direction at a work session on specific implementation.</i>
M-1.13. Work with community partners to expand the Main Street to the Mountains network and integrate the larger community recreational travel network.	The PRAT plan addresses this with Goal 3 in addition to ongoing partnerships with GVLTA and other community organizations that focus on this network. In addition,

		the plan will explore additional sections of the network, branding and naming.
M-1.14. Identify possible routes for future bicycle and pedestrian beltway/greenway.		The PRAT plan addresses this with Goal 3.
Goal M-2: Ensure multimodal safety.		Implementation Actions
M-2.1. Work with the Public Works Department, Police Department, and other partners to provide education on safe travel behaviors and rules.		Bozeman's Streets Are For Everyone (SAFE) Plan has been developed, adopted, and implementation has begun.
M-2.2. Review and, as appropriate, update the City's complete streets policy.		Review was completed. <i>Appropriate elements were included as part of the UDC update (ongoing) and in the recently completed update to the Engineering Design Standards.</i>
M-2.3. Work with School District #7 and other community partners in planning and operating safe routes to local schools.		The City has coordinated with BSD7 and the Western Transportation Institute to identify infrastructure improvements as well as organize a Walking School Bus program and host several bicycle safety events.
M-2.4. Encourage the design of school sites to support walking and biking.		
M-2.5. Develop safe crossings along priority and high utilization pedestrian and biking corridors.		Bozeman's Streets Are For Everyone (SAFE) Plan has been developed, adopted, and implementation has begun.
THEME 6: A CITY POWERED BY ITS CREATIVE, INNOVATIVE, AND ENTREPRENEURIAL ECONOMY GOALS, OBJECTIVES, AND ACTIONS		
<i>Our City benefits from and desires to further an expanding economy that is powered by the talents of its residents, a dedicated and engaged business community, and strong regional partnerships.</i>		
Goal EE-1: Promote the continued development of Bozeman as an innovative and thriving economic center.		Implementation Actions
EE-1.1. Support the goals and objectives outlined in the Bozeman Economic Development Strategy.		
EE-1.2. Invest in those infrastructure projects that will strengthen business and higher education communities as coordinated through the annual capital improvement plan.		City supported the MSU Innovation Campus with \$3.6M in public infrastructure support.

EE-1.3. Continue to facilitate live/work opportunities as a way to support small, local businesses in all zoning districts.		This calls for continuation of existing policy and code. No reductions in emphasis in this area are expected.
EE-1.4. Support employee retention and attraction efforts by encouraging continued development of affordable housing in close proximity to large employers.		The City uses a variety of incentives, financial and others, to encourage construction of affordable housing.
EE-1.5. Support expansion of current and emerging infrastructure technologies including fiber optic service and other communication infrastructure.		City Engineering has coordinated right of way encroachments for fiber optic installation.
EE-1.6. Update the zoning map to correct deficiencies identified in the annual land use inventory report.		Annual land use report has not identified deficiencies at this point.
<i>Goal EE-2: Survey and revise land use planning and regulations to promote and support economic diversification efforts.</i>		<i>Implementation Actions</i>
EE-2.1. Ensure the future land use map contains adequate areas of land for anticipated diverse users.		The future land use map in the growth policy contains enough area to accommodate all uses identified in the plan development process.
EE-2.2. Review and revise, or possibly replace, the Business Park Mixed Use zoning district to include urban standards and consider possible alterations to the allowed uses.		<i>This is being reviewed as part of the overall UDC update.</i>
EE-2.3. Adopt zoning regulations that establish and define the range of urban agricultural practices, including vertical farms and other forms of urban farming, as a permitted or conditional use in appropriate locations. Urban agriculture can be compatible with a variety of land use designations shown on the Future Land Use Map.		<i>This is being reviewed as part of the overall UDC update.</i>
THEME 7: A CITY ENGAGED IN REGIONAL COORDINATION GOALS, OBJECTIVES, AND ACTIONS		
<i>Our City, in partnership with Gallatin County, Montana State University, and other regional authorities, desires to address the needs of a rapidly growing and changing regional population through strategic infrastructure choices and coordinated decision-making.</i>		
<i>Goal RC-1: Improve communication and coordination with Gallatin County, the City of Belgrade, public schools, and other regional public entities regarding community planning and associated matters.</i>		<i>Implementation Actions</i>

RC-1.1. Consider regional impacts when making policy decisions affecting areas outside the City.	a) A joint project between the City, County, and other partners to evaluate environmentally sensitive lands in the valley was completed in Dec 2023. b) A study of water and sewer system regionalization was completed in 2024. c) The City is working with partners investigating housing issues and possible solutions throughout the county.
RC-1.2. Coordinate planning activities to promote consistency throughout the region for parks, transportation, bus service, and other community infrastructure.	<i>a) The City and other jurisdictions formed a Metropolitan Planning Organization to coordinate transportation planning. The first long-range transportation plan began development in spring 2025.</i>
RC-1.3. Research, understand, and collaboratively construct infrastructure and transportation improvements that benefit the region.	a) A study of water and sewer system regionalization was completed in 2024. b) The City and other jurisdictions formed a Metropolitan Planning Organization to coordinate transportation planning.
RC-1.4. Participate in regularly scheduled coordination meetings with Gallatin County and the City of Belgrade planning departments and planning boards to coordinate planning issues.	The Planning Coordinating Committee meets six times per year and hosts roundtables for shared board engagement.
RC-1.5. Implement the Triangle Community Plan in coordination between Bozeman, Belgrade, and Gallatin County.	The city coordinates policy on an ongoing basis with the Triangle plan such as supporting compact development on centralized utilities, protection of watercourses, coordination of transportation.
RC-1.6. Prepare for establishment of a Metropolitan Planning Organization, anticipated to be required by federal law after the completion of the 2020 US Census.	The City and other jurisdictions formed a Metropolitan Planning Organization to coordinate transportation planning.
<i>Goal RC-2: Continue and build on successful collaboration with Gallatin County, neighboring municipalities, and other agencies to identify and mitigate potential hazards and develop coordinated response plans.</i>	<i>Implementation Actions</i>

RC-2.1. Prohibit development in environmentally-sensitive or hazard-prone areas.	a) Updated floodplain regulations were adopted in March 2021. b) A joint project between the City, County, and other partners to evaluate environmentally sensitive lands in the valley was completed in Dec 2023. c) City is researching updates to wetland regulations to account for changed federal regulations and local needs.
RC-2.2. Identify effective, affordable, and regionally-appropriate hazard mitigation techniques through the Gallatin County Hazard Mitigation and Community Wildfire Protection Plan and other tools. As a group, annually review the Gallatin County Hazard Mitigation Plan, and determine the need for updates and enhancements.	Updated floodplain regulations were adopted in March 2021.
RC-2.3. Along with non-profit and agency partners, identify, map, and utilize geographic information systems (GIS) data to locate and monitor developments on environmentally sensitive and hazard-prone areas.	A watercourse map update project is underway.
RC-2.4. Review and revise land use regulations and standards that affect the wildland urban interface to provide adequate public safety measures, mitigate impacts on public health, and encourage fiscal responsibility.	The City has adopted the Wildland Urban Interface building code appendix.
RC-2.5. Through coordination with non-profit and agency partners, identify and prioritize lands for acquisition or placement of conservation easements with the goal of lessening or eliminating development in environmentally sensitive areas and/or preserving areas consistent with the other priorities of this Growth Policy.	A joint project between the City, County, and other partners to evaluate environmentally sensitive lands in the valley was completed in Dec 2023.
Goal RC-3: Collaborate with Gallatin County regarding annexation and development patterns adjacent to the City to provide certainty for landowners and taxpayers.	Implementation Actions
RC-3.1. Work with Gallatin County to create compact, contiguous development and infill to achieve an efficient use of land and infrastructure, reducing sprawl and preserving open space, agricultural lands, wildlife habitat, and water resources.	a) Gallatin County and City of Bozeman exchange information on development proposals which affect each other. b) The city continues to support and approve

		<i>annexations that are filling in the holes in the city.</i>
RC-3.2. Work with Gallatin County to keep rural areas rural and maintain a clear edge to urban development that evolves as the City expands outwards.		Staff coordinate information and comment on proposed projects and implications for utility extensions and city growth.
RC-3.3. Prioritize annexations that enable the incremental expansion of the City and its utilities.		<i>Resolution 2025-07 was adopted spring 202025 and establishes annexation policies that advance this objective.</i>
RC-3.4. Encourage annexation of land adjacent to the City prior to development and encourage annexation of wholly surrounded areas.		<i>Resolution 2025-07 was adopted spring 202025 and establishes annexation policies that advance this objective.</i>
RC-3.5. Establish standard practices for sharing development application information and exchanging comments between the City and County.		<i>Resolution 2025-07 was adopted spring 202025 and establishes annexation policies that advance this objective.</i>
RC-3.6. Develop shared information on development processes.		Gallatin County and City of Bozeman exchange information on development proposals which affect each other. The City and County both worked on the sensitive lands plan completed in Dec 2023.
RC-3.7. Provide education and information on the value and benefits of annexation, including existing un-annexed pockets surrounding the City, to individual landowners and the community at large. Establish interlocal agreements, when appropriate, to formalize working relationships and procedures.		Ongoing process of information sharing.
RC-3.8. Coordinate with Gallatin County for siting, development, and redevelopment of regional parks, emergency services, fairgrounds, transportation facilities, interchanges, or other significant regional services.		a) A study of water and sewer system regionalization was completed in 2024. b) The City and other jurisdictions formed a Metropolitan Planning Organization to coordinate transportation planning.
<i>Goal RC-4. Ensure that all City actions support continued development of the City, consistent with its adopted Plans and standards.</i>		<i>Implementation Actions</i>
RC-4.1. Enhance collaboration between City agencies to ensure quality design and innovation across public and private areas.		The City has implemented ProjectDox software to support more collaborative application review across departments. The same software is used for Building, Planning, Engineering, and Fire review

		processes. Departments are collaborating on code revisions that address multiple priorities.
RC-4.2. Further develop reasonable and relevant metrics for community development within the City's Planning Area to determine whether the intent of this Plan is being accomplished.		The GIS Division has completed and released for use a growth policy metrics tracking website.
RC-4.3. Prioritize human well-being and health in the creation and implementation of land development standards.		This is part of all code development and review processes.
RC-4.4. Update the Unified Development Code (UDC) to:		
Implement a twice-yearly code revision cycle. Identify and make revisions to optimize the UDC current conditions.		This practice was started. The twice-yearly cycle is paused during the overall UDC update. Public suggestions during the process have been considered and where appropriate integrated.
Incorporate development minimums in designated growth areas.		These have been established in residential zoning districts and <i>are being reevaluated with the update of the Unified Development Code.</i>
Revise the zoning map to harmonize with the future land use map.		<i>A draft zoning map was prepared as part of the UDC update.</i>

Memorandum

REPORT TO: City Commission

FROM: Alex Newby, Deputy City Clerk
Mike Maas, City Clerk
Jon Henderson, Assistant City Manager

SUBJECT: Approval of Joint City Commission Meeting Minutes:

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Administration

RECOMMENDATION: **Consider the Motion:** *I move to approve the joint meeting minutes as submitted.*

STRATEGIC PLAN: 1.1 Outreach: Continue to strengthen and innovate in how we deliver information to the community and our partners.

BACKGROUND: In 2013, The Clerks' Office identified goals related to the Commission's priority of Improving Technology Utilization and Proficiency.

Improvements included:

- Live streaming broadcast of the City Commission Meeting
- Meeting efficiency
- Better access of meeting information for staff and the public
- Time savings
- Streamlined approach to citizen involvement and public comment

In addition to the City Commission, many City Boards utilize the system as well.

Beginning January 5, 2021 meetings in the Granicus platform have been closed captioned. Those captions are searchable using the advanced search option on our video view page.

Users are always welcome to contact the City Clerks' Office at 406.582.2320 or email BozemanClerksDepartment@bozeman.net for assistance.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As determined by the Commission.

FISCAL EFFECTS: None.

Attachments:

[06-30-25 Joint Belgrade Bozeman Workshop Minutes.pdf](#)

Report compiled on: September 17, 2025

**CITY OF BELGRADE
JOINT BELGRADE/BOZMAN WORKSHOP MINUTES
BELGRADE LIBRARY – COMMUNITY ROOM**

June 30th, 2025

6:00 pm

This meeting was open to the public and attended in person.

Mayor Russell C. Nelson called the meeting to order. Council Members in attendance were Jason Guffey, Mike Meis, Jim Simon, Kristine Menicucci, Erin Bell, and Renae Mattimoe.

City staff in attendance were City Manager Neil Cardwell, Assistant City Manager Greg Tryon, City Attorney Kyla Murray, City Clerk Camille Gregory, Executive Assistant Dana Jambor, Executive Finance Director Charity VanKirk, Chief of Police Dustin Lensing, Municipal Court Judge Chris Gregory, Executive Consultant Jason Karp, Chief Building Official Lucas Sobeck, Director of Human Resources Becky Wilbert, Director of Community and Economic Development Katharine King, Public Works Director Camaree Uljua, Library Director Alina Prunean, Manager of Information Technology Justin Clevidence, and Information Technology Tech Jon Engel.

Others in attendance were Bozeman City Manager Chuck Winn, Bozeman City Commissioners Emma Bode, Douglas Fischer, Jennifer Madgic, Bozeman Deputy Mayor Joey Morrison, Bozeman Mayor Terry Cunninham, Bozeman City Attorney Greg Sullivan, Mike Maas, John Rosa, Jeffrey Butts, Mark Bond, Nick Ross, Natsuki Nakamura, Shawn Kohtz, and Nora Shelly.

CALL TO ORDER BELGRADE

- **Mayor Nelson Called the Belgrade City Council to Order**
- **The Belgrade City Clerk Conducted Belgrade Roll Call**

CALL TO ORDER BOZEMAN

- **Mayor Cunningham Called the Bozeman Commission to Order**
- **The Bozeman Commission Were Introduced**

PLEDGE OF ALLEGIANCE

- **Mayor Nelson (Belgrade) called for the Pledge**

DISCUSSION AGENDA

Discuss Metropolitan Planning Organization (MPO)

Bozeman Mayor Cunningham explained that the Metropolitan Planning Organization (MPO) was formed because the Gallatin Valley area surpassed a population of 50,000. The MPO is one of many committees to which the Cities of Bozeman and Belgrade have joint membership.

Mayor Cunningham then introduced Jeff Butts, the Chief Staff Member of the MPO. Cunningham also listed the Belgrade City Manager Cardwell, Belgrade Mayor Nelson, Bozeman Commissioner Douglas Fischer, and himself as members of the MPO.

Jeff Butts explained that the MPO is a regional transportation planning organization designed to increase collaboration between regional entities when planning the future transportation network. The MPO's region currently extends from Bozeman out to Belgrade and Four Corners. Butts also noted that the organization is currently working on a long-range transportation plan and that these projects can be federally funded.

Mayor Nelson asked if the recent change(s) to the speed limits on I-90 were influenced by the MPO and what had changed as a result.

Butts answered that the MPO could potentially have some influence in the highway speed limit process. However, highways fall under federal jurisdiction, so the Federal Highway Administration (FHWA) and the Montana Department of Transportation (MDT) have significant control over the highway speed limit processes.

Commissioner Bode asked what local commissioners should be considering or contributing to the MPO's project(s). Butts answered that the commissioners should consider how Bozeman and Belgrade can maintain their own distinct identities as they grow together geographically.

Cunningham commented that one project that could benefit from Belgrade and Bozeman's collaboration is the perimeter trail loop, which has an off-road shared-use path. He noted that Belgrade has already started implementing this project at Jackrabbit Lane and Valley Center, while Bozeman would like to follow suit by connecting the areas with a 40-mile loop.

Commissioner Madgic asked Butts how the funding for a project like this works. She also inquired about Butts' background.

Butts explained that the project is 86.7% federally funded and 13.4% state funded. Those funds cover the salaries and the required planning. However, these funds do not cover additional planning, but some grants may be applicable. Butts then offered background on himself.

Discuss Urban Transportation District (UTD / Streamline)

Belgrade Council Member Mike Meis explained that, over the last couple of years, the Urban Transportation District (UTD) has been working to achieve its first major milestone. Meis also advised that Sunshine Ross will become UTD's Executive Director effective July 1, 2025. He noted that Ross had previously been with Streamline. He also noted the HRDC has been awarded the Fiscal Agent for the UTD for a 3-year term.

Commissioner Bode added that she had joined the UTD Board several months ago and attended the celebration of Ross's transition to the UTD. She also noted the Board had awarded

contracts to Kart Stage, which is the same company that provided transit for Streamline. Bode explained that Jefferson Lines had recently acquired Kart Stage.

She also noted the Board had selected HRDC to continue providing paratransit services for seniors and individuals with disabilities. It was further added that UTD had established a line of credit through First Security Bank to ensure access to the funds necessary to move the UTD forward, and it subsequently passed the budget for fiscal year 2026.

The District has been receiving money from the federal government to help transition from a non-profit group to an official transportation district. It is anticipated that the federal dollars will run out by 2029, and there may be a time in the near future when the District will need to fund itself through a tax levy.

Bode also mentioned that one of the funding ideas discussed was asking other entities that utilize Streamline (Livingston, Bozeman Deaconess Hospital, the airport) to contribute to the UTD in the future.

Discuss Regional Housing Collaborative

Mark Bond, the Community Engagement Manager at One Valley Community Foundation, gave a brief presentation on the One Valley Foundation.

Bond explained that One Valley's mission is, "To connect people who care, to causes that matter to ensure all can thrive in Gallatin County". He then discussed the four ways One Valley accomplishes their goal, including...

1. Supporting Donors;
2. Amplifying the Local Non-profit Sector;
3. Multiplying Grassroots Generosity; and
4. Facilitating Community Collaboration.

He then spoke about the Housing Coalition Collaboration that both the Mayor of Belgrade and the Mayor of Bozeman are a part of.

There was a brief Recess to reboot the sound system in the room.

Discuss Planning Coordination Committee (PCC)

Mike Meis, as Chair of the Planning Coordination Committee, invited Belgrade's Executive Consultant, Jason Karp, and Bozeman Community Development Manager Chris Saunders to discuss the PCC.

Karp explained that the Planning Coordination Committee is composed of members from Gallatin County, the City of Bozeman, and the City of Belgrade. Each entity has a staff member, an elected official, and a planning board member sitting on the Committee. He explained that Karp and Saunders represent Belgrade and Bozeman, respectively.

Karp advised that the Committee was established concurrently with the creation of the Triangle Community Plan and Triangle Rail Plan, which resulted from a study conducted several years ago. He also advised the Committee generally meets quarterly.

It was further explained that the PCC hears from several entities on various topics of discussion from the Valley's communities. He noted that the results of those discussions are recommendations only and non-binding.

Belgrade City Manager Cardwell added that Bozeman and Belgrade are the only two cities in Montana with populations over 10,000 that are located so closely together. Because of this, there are many things Bozeman and Belgrade are doing that are unique, including the MPO conversation.

Cardwell further explained that the new Montana Land Use Planning Act (MLUPA), under which both cities now fall, grants both cities the ability to consider zoning and planning outside of their boundaries.

Discuss Potential Utilities Collaboration (Water, Wastewater, Stormwater etc.)

Belgrade City Manager Cardwell advised that neither the City of Bozeman, the City of Belgrade, nor Gallatin County was happy with the latest water study. He also noted that Belgrade is required to double its water and wastewater capacity before demand increases, which will leave the City with excess capacity.

Cardwell noted this excess water, along with Bozeman's need for more of it, could offer an opportunity for the communities to share water. He explained that a variety of factors make such a water sharing agreement attractive. Amongst those factors are the fact that Belgrade is downhill, that Bozeman is continuing to grow, and the fact that Belgrade produces the most water when Bozeman's need is greatest while Bozeman produces more when Belgrade needs it. Cardwell expressed optimism of an interconnected water sharing system, as a result.

Belgrade Public Works Director Camaree Uljua and Bozeman Transportation and Engineering Director Nick Ross discussed the engineering factors and possible benefits of such a water collaboration. They also discussed how to develop a relationship that crosses the city limit boundary.

Discuss Planning for Land Between Bozeman and Belgrade

Karp Introduced Belgrade's Community and Economic Development Director Katharine King.

Director King, Karp, and Saunders discussed the land between Bozeman and Belgrade. They also offered ideas for collaboration and planning, as the two municipalities grow together.

PUBLIC FORUM

Mayor Nelson called for public comment.

Natsuki Nakamura, residing at 1706 Westview in Bozeman, thanked the Council and Commission for the interesting discussion. She also stated she was glad to hear that the idea of the Canyon Fairy Pipeline was a nonstarter for the Commission and Council. She then stated that she is a little confused about the water conversations, noting that it was said there is plenty of water yet there are irrigation restrictions in place and that Belgrade has water rights, but they are not for municipal use.

Mayor Nelson called two more times for public comment. There being none, the Public Forum was closed.

Mayor Nelson thanked the Bozeman Commission, the Belgrade Council, the city managers, and staff for coming together and participating in discussion. He hoped there will be more opportunities to do so again.

ADJOURN

Bozeman Mayor Cunningham and Belgrade Mayor Nelson adjourned the meeting at 8:40 p.m.

Russell Nelson, Mayor

Attest: _____
Camille Gregory, City Clerk

Terry Cunningham, Bozeman Mayor

Attest: _____
Mike Maas, Bozeman City Clerk

Memorandum

REPORT TO: City Commission

FROM: Serena Axelson, Accounts Payable Clerk
Rhonda Edwards, Accounts Payable Clerk
Aaron Funk, City Controller
Melissa Hodnett, Finance Director

SUBJECT: Accounts Payable Claims Review and Approval

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Finance

RECOMMENDATION: The City Commission is recommended to make a motion and approve payment of claims as presented.

STRATEGIC PLAN: 7.5. Funding and Delivery of City Services: Use equitable and sustainable sources of funding for appropriate City services, and deliver them in a lean and efficient manner.

BACKGROUND: Montana Code Annotated, Section 7-6-4301 requires claims to be presented to the City Commission within one year of the date the claims accrued. Claims presented to the City Commission under this item have been reviewed and validated by the Finance Department. The Department has ensured that all goods and services have been received along with necessary authorizations and supporting documentation. Please provide approval for checks dated September 17, 2025.

UNRESOLVED ISSUES: None

ALTERNATIVES: The City Commission could decide not to approve these claims or a portion of the claims presented. This alternative is not recommended as it may result in unbudgeted late fees assessed against the City.

FISCAL EFFECTS: The total amount of the claims to be paid is presented at the bottom of the Expenditure Approval List posted on the City's website at <https://www.bozeman.net/departments/finance/purchasing>.

Report compiled on: August 21, 2024

Memorandum

REPORT TO: City Commission

FROM: Bailey Minnich, Development Review Planner
Brian Krueger, Development Review Manager
Erin George, Interim Community Development Director

SUBJECT: Authorize the Mayor to sign the Findings of Fact and Order for the Parklands Amended Subdivision Preliminary Plat, Application 25273 (**Quasi-Judicial**)

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Community Development - Quasi-Judicial

RECOMMENDATION: Approve and Authorize the Mayor to sign the Findings of Fact and Order for the Parklands Amended Subdivision Preliminary Plat to Subdivide 1.201 acres to create 8 buildable lots.

STRATEGIC PLAN: 4.2 High Quality Urban Approach: Continue to support high-quality planning, ranging from building design to neighborhood layouts, while pursuing urban approaches to issues such as multimodal transportation, infill, density, connected trails and parks, and walkable neighborhoods.

BACKGROUND: The Department of Community Development received a Preliminary Plat Application on May 23, 2025, requesting to subdivide 1.201 acres to create 8 buildable lots. The subject property is zoned R-4 (Residential High Density District).

On July 16, 2025 the Development Review Committee (DRC) found the application sufficient for continued review and recommends the conditions and code provisions identified in this report. The subdivider requested waivers with this application. The requested waivers were approved by the Development Review Committee (DRC) on June 11, 2025 and included BMC 38.220.060.A.1 Surface Water, BMC 38.220.060.A.2 Floodplain, BMC 38.220.060.A.3 Groundwater, BMC 38.220.060.A.4 Geology, BMC 38.220.060.A.5 Vegetation, BMC 38.220.060.A.6 Wildlife, BMC 38.220.060.A.7 Agriculture, BMC 38.220.060.A.8 Agricultural water user facilities, BMC 38.220.060.A.9 Water and Sewer, BMC 38.220.060.A.10 Stormwater, BMC 38.220.060.A.11 Streets, BMC 38.220.060.A.12 Utilities,

BMC 38.220.060.A.13 Land use, BMC 38.220.060.A.14 Parks and recreation facilities, BMC 38.220.060.A.15 Neighborhood Center, BMC 38.220.060.A.16 Lighting Plan, BMC 38.220.060.A.17 Miscellaneous, and BMC 38.220.060.A.18 Affordable Housing. Please see the Findings of Fact for analysis of the review criteria.

The Community Development Board acting in their capacity as the Planning Board considered the application and provided a recommendation of approval on September 8, 2025. No public comment was received at the meeting. There was one question from the board about the capacity of the installed water and sewer lines for multiple dwelling units. A motion to recommend approval of the subdivision was passed 5-0.

This subdivision meets the criteria for review under 76-3-616 Montana Code Annotated (MCA) - Exemption for Certain Subdivisions. This statute exempts this subdivision from the public hearing requirement. Per BMC 38.240.100 the final decision for this preliminary plat must be made within 60 working days from sufficiency, or by October 8, 2025.

The City Commission held a public meeting to consider the application for approval on September 9, 2025. A video of the meeting is available on the [City's Streaming Video Archive](#). No public comment was received. The motion to approve consent items F.1 to F.13 passed unanimously.

UNRESOLVED ISSUES: None

ALTERNATIVES: As recommended by the City Commission

FISCAL EFFECTS: Fiscal impacts are undetermined at this time, but will include increased property tax revenues from new development, along with increased costs to deliver municipal services to the property. Impact fees will be collected at the time of building permit issuance for individual buildings along with City sewer and water connection fees.

Attachments:

[25273 Parklands Amended PP_Findings of Fact.pdf](#)

Report compiled on: September 16, 2025

25273 City Commission Findings of Fact and Order for Parklands Amended Subdivision Preliminary Plat

Public Meeting/Hearing Dates:

Planning Board meeting was held Monday, September 8, 2025, at 6:00 pm.

City Commission meeting was held Tuesday, September 9, 2025, at 6:00 pm.

Project Description: A preliminary plat requesting to subdivide one parcel zoned R-4 into a major subdivision for residential uses. The proposed subdivision includes 8 buildable lots on a total of 1.201 acres. The project is proposed to be completed in one phase. Village Downtown Boulevard and Audubon Way are currently constructed, and no new street connections are required or proposed with the subdivision. Residential lots 2 through 8 are proposed to contain two dwelling units to comply with the minimum required density of the R-4 zoning, while Lot 1 will have the option of either a single-household dwelling or a two-household dwelling unit.

Project Location: Lot 1 of Block 1 of Parklands at Village Downtown Subdivision, per Plat J-700A in Section 8, Township 2 South, Range 6 East, Principal Meridian, City of Bozeman, Gallatin County, Montana. Addresses TBD, west of Village Downtown Boulevard, east of Audubon Way, and south of Audubon Way.

Staff Finding: The application conforms to standards and is sufficient for approval with conditions and code provisions.

Recommended Planning Board Motion: Having reviewed and considered the application materials, public comment, and all the information presented, I hereby adopt the findings presented in the staff report for application 25273 and move for the Community Development Board in its capacity as the Planning Board to recommend approval of the subdivision with conditions and subject to all applicable code provisions.

Recommended City Commission Motion: Having reviewed and considered the application materials, public comment, and all the information presented, I hereby adopt the findings presented in the staff report for application 25273 and move to approve the subdivision with conditions and subject to all applicable code provisions.

Report Date: September 16, 2025

Staff Contact: Bailey Minnich, Development Review Planner

Simon Lindley, Project Engineer

Agenda Item Type: Consent (Quasi-judicial)

EXECUTIVE SUMMARY

This report is based on the application materials submitted and public comment received to date. The application materials are available in the City's [Laserfiche archive](#) and may be accessed through the [Community Development viewer](#).

Unresolved Issues.

There are no unresolved issues with this application.

Project Summary

The Department of Community Development received a Preliminary Plat Application on May 23, 2025, requesting to subdivide 1.201 acres to create 8 buildable lots. The subject property is zoned R-4 (Residential High Density District).

Proposed land uses for the subdivision are primarily residential in the form of single-household dwellings and two-household dwellings on individual lots. Residential lots 2 through 8 are proposed to contain two dwelling units to comply with the minimum required density of the R-4 zoning, while lot 1 will have the option of either a single-household dwelling or two dwelling units. Development of lots within the subdivision will be subject to Bozeman Municipal Code (BMC) provisions at the time of development for R-4 Zoning.

The site is surrounded by existing local streets with Village Downtown Boulevard located to the west, and Audubon Way to the south and east. No additional street extensions are proposed or required with the subdivision application. Additionally, all water, sewer and stormwater infrastructure was already installed with the original subdivision.

The subdivision is proposed to be completed in one phase and developed with uses permitted under sketch plan review. Therefore, the application does not qualify for concurrent construction. All subdivision improvements must be installed prior to the issuance of a building permit for any lot within a subdivision.

On July 16, 2025, the Development Review Committee (DRC) found the application sufficient for continued review and recommends the conditions and code provisions identified in this report.

The subdivider requested waivers with this application. The requested waivers were approved by the Development Review Committee (DRC) on June 11, 2025 and included BMC 38.220.060.A.1 Surface Water, BMC 38.220.060.A.2 Floodplain, BMC 38.220.060.A.3 Groundwater, BMC 38.220.060.A.4 Geology, BMC 38.220.060.A.5 Vegetation, BMC 38.220.060.A.6 Wildlife, BMC 38.220.060.A.7 Agriculture, BMC 38.220.060.A.8 Agricultural water user facilities, BMC 38.220.060.A.9 Water and Sewer, BMC 38.220.060.A.10 Stormwater, BMC 38.220.060.A.11 Streets, BMC 38.220.060.A.12 Utilities, BMC 38.220.060.A.13 Land use, BMC 38.220.060.A.14 Parks and recreation facilities, BMC 38.220.060.A.15 Neighborhood Center, BMC 38.220.060.A.16 Lighting Plan, BMC

38.220.060.A.17 Miscellaneous, and BMC 38.220.060.A.18 Affordable Housing. The City has received no written public comment on the application as of the writing of this report.

The final decision for this preliminary plat must be made by October 8, 2025, or 60 working days from the sufficiency date per [BMC 38.240.100](#) and [MCA 76-3-616](#) for exempt subdivisions.

The Community Development Board acting in their capacity as the Planning Board considered the application and provided a recommendation of approval on September 8, 2025. No public comment was received at the meeting. There was one question from the board about the capacity of the installed water and sewer lines for multiple dwelling units. A motion to recommend approval of the subdivision was passed 5-0.

The City Commission held a public meeting to consider the application for approval on September 9, 2025. A video of the meeting is available on the [City's Streaming Video Archive](#). No public comment was received. The motion to approve consent items F.1 to F.13 passed unanimously.

Alternatives

1. Approve the application with the recommended conditions;
2. Approve the application with modifications to the recommended conditions;
3. Deny the application based on the Commission's findings of non-compliance with the applicable criteria contained within the staff report; or
4. Continue the public meeting on the application, with specific direction to staff or the subdivider to supply additional information or to address specific items.

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SECTION 1 – MAP SERIES



This map was created by the
City of Bozeman
Planning Division
intended for Planning purposes only

Revised: 6/30/2025

0 25 50 100 Feet
1:1,001

Parklands
Proposed Amended PP
Application 25273

BOZEMAN^{MT}
Planning

Exhibit 1 – Zoning



This map was created by the
City of Bozeman
Planning Division
intended for Planning purposes only

Revised: 8/30/2025

0 25 50 100 Feet

1:1,001

Parklands Proposed Amended PP Application 25273

BOZEMAN^{MT}
Planning

Exhibit 2 – Future Land Use Map

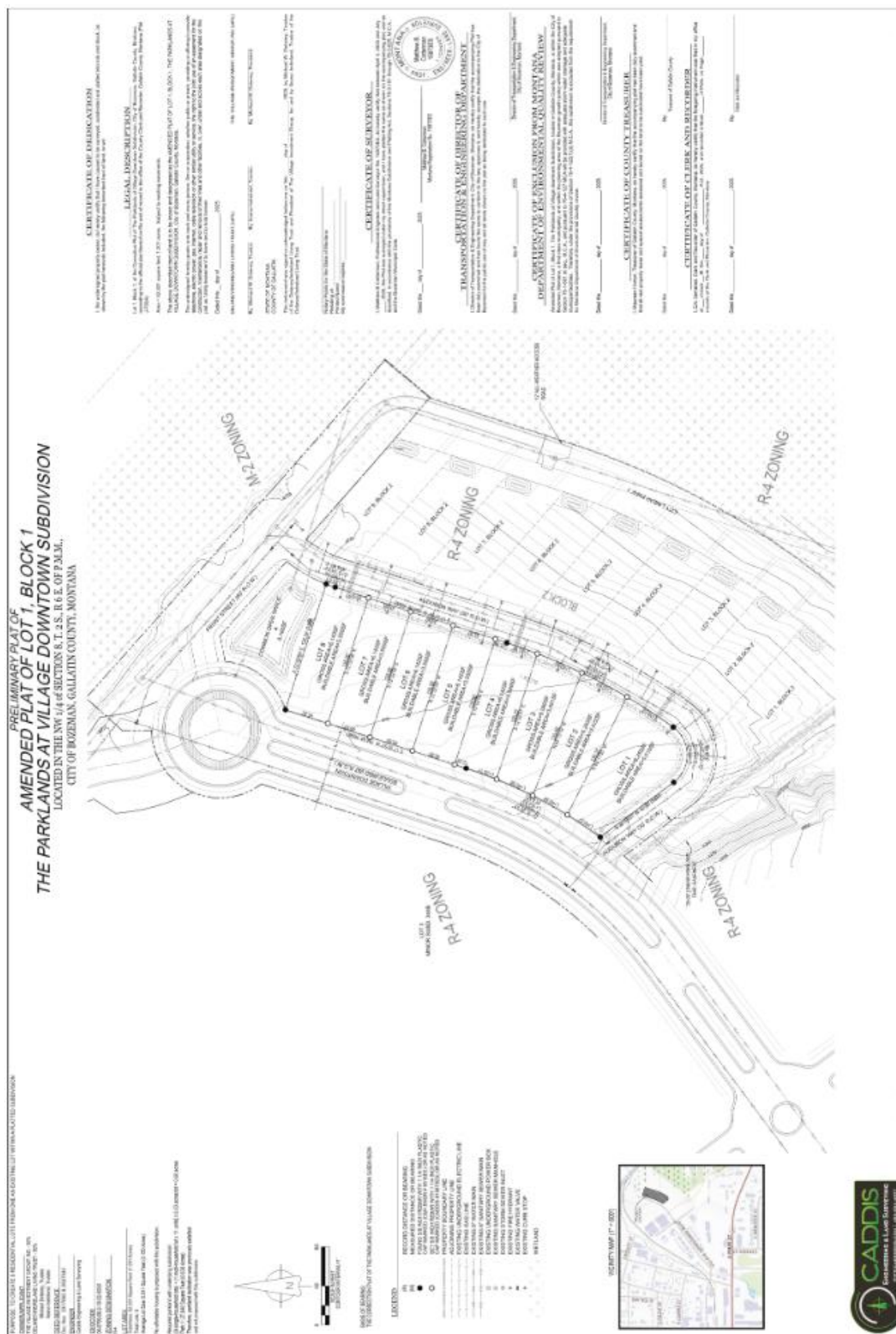


Exhibit 3 – Preliminary Plat

SECTION 2 – REQUESTED VARIANCES

No variances are requested with this application.

SECTION 3 – RECOMMENDED CONDITIONS OF APPROVAL

Please note that these conditions are in addition to any required code provisions identified in this report. These conditions are specific to this project.

Recommended Conditions of Approval:

1. The plat shall conform to all requirements of the Bozeman Municipal Code and the Uniform Standards for Monumentations, Certificates of Survey, and Final Subdivision Plats (24.183.1101 ARM, 24.183.1104 ARM, 24.183.1107 ARM) and must be accompanied by all required documents, including certification from the City Engineer that as-built drawings for public improvements were received, a platting certificate, and all required and corrected certificates. The Final Plat application must include one (1) signed reproducible copy on a 3 mil or heavier stable base polyester film (or equivalent). The Gallatin County Clerk & Records office has elected to continue the existing medium requirements of 1 mylar with a 1 binding margin on one side for both plats and COSs. The Clerk and Recorder will file the new Conditions of Approval sheet as the last same sized mylar sheet in the plat set.
2. The applicant must add the following notes to the conditions of approval sheet of the plat related to the presence of high groundwater on the property:
 - a. Ownership of all common open space lots, areas and trails, and responsibility of maintenance thereof and for city assessments levied on the common open space lands are that of the property owners association. Maintenance responsibility includes, in addition to the common open space and trails, all vegetative ground cover, boulevard trees and irrigation systems in the public right-of-way boulevard strips along all external perimeter development streets and as adjacent to public parks, greenway corridors or other common open space areas.
 - b. The property owners' association must be responsible for the maintenance of stormwater infrastructure located within the common open spaces. All areas within the subdivision that are designated herein as common open space including trails are for the use and enjoyment by residents of the development and the general public.
 - c. The property owners association shall be responsible for levying annual assessments to provide for the maintenance, repair, and upkeep of all common open space lots, areas and trails.
 - d. The City of Bozeman shall be responsible for the maintenance of boulevard trees along Village Downtown Boulevard.
 - e. No crawl spaces will be permitted with future development of the site, unless a professional engineer registered in the State of Montana certifies that the lowest

point of any proposed structure is located above the seasonal high groundwater level and provide supporting groundwater data prior to the release of building permit. In addition, sump pumps are not allowed to be connected to the sanitary sewer system.

- f. Sump pumps are also not allowed to be connected to the drainage system unless capacity is designed into the drainage system to accept the pumped water. Water from sump pumps may not be discharged onto streets, such as into the curb and gutters where they may create a safety hazard for pedestrians and vehicles.

SECTION 4 – CODE REQUIREMENTS

1. **Sec. 38.100.080 – Compliance with regulations required.** The applicant is advised that unmet code provisions, or code provisions that are not specifically listed as conditions of approval, does not, in any way, create a waiver or other relaxation of the lawful requirements of the Bozeman Municipal Code or state law.
2. **Sec. 38.220.070.A.3 – Noxious Weeds.** Prior to final plat approval, a memorandum of understanding must be entered into by the weed control district and the developer. The memorandum of understanding must be signed by the district and the developer prior to final plat approval, and a copy of the signed document must be submitted to the community development department with the application for final plat approval.
3. **Sec. 38.220.300, 310, and 320. Property Owners' Association.** Final Property Owners' Association (POA) documents, including covenants, must be provided with the final plat prior to being finalized and recorded. The POA documents must include the requirements of BMC 38.220.300, 310, and 320, where applicable. Additionally, based on the provided documents, revise and add the following.
 - a. The property owners' association must be responsible for the maintenance of stormwater infrastructure located within the common open spaces. All areas within the subdivision that are designated herein as common open space including trails are for the use and enjoyment by residents of the development and the general public.
 - b. The property owners' association shall be responsible for levying annual assessments to provide for the maintenance, repair, and upkeep of all common open space lots, areas, and trails.
4. **Sec. 38.240.410 through 38.240.540 – Plat Certificates.** The language contained in the certificates on the final plat must follow the language in the corresponding certificates in this code section.
5. **Sec. 38.270.090 – Development or Maintenance of Common Areas and Facilities by Developer and Property Owners' Association.** The subdivision's stormwater maintenance plan must clearly state the following condition. "The property owners association (Insert Final Property Owners Association Name as recorded in the CC&Rs) shall be responsible for the maintenance of all stormwater management facilities located outside of the public right-of-way." The approved stormwater plan must be incorporated into the property owners' association documents and a copy of the documents

demonstrating the inclusion of the stormwater maintenance plan must be provided prior to final plat approval.

6. **Sec. 38.410.060. - Easements.** All Easements indicated below must be provided on city standard easements templates. Drafts must be prepared for review and approval by the city. Signed hard copies of the easements must be submitted to the City prior final plat approval. The applicant may contact the review engineer to receive standard templates.
 - a. The final plat must provide all necessary utility easements, and they must be described, dimensioned and shown on each subdivision block of the final plat in their true and correct location.
 - b. The applicant must submit for review and approval all easements which designate space for public or private utilities that are not in the designated public right of way. All such easements applicable to the spatial orientation of utilities on the plat, which are not in public right of way, must be reviewed, approved, executed by applicable owners and the City Commission, and filed with the County Clerk and Recorder's office prior to final plat approval.
7. **Sec. 38.410.130.D.3 - Water Adequacy.** The city will determine the estimated increase in annual municipal water demand attributable to the development. The applicant must offset the estimated increase in annual municipal water demand attributable to the development through one or more of the following means: 3. Payment to the city of cash-in-lieu of water rights for that portion of the estimated annual municipal water demand attributable to the development that is not offset under subsections D.1 and D.2. The applicant has indicated they intend to pay cash-in-lieu of water to satisfy the code. The CILWR fee determination will occur with the final plat applicant and must be paid prior to approval of the final plat.

SECTION 5 – RECOMMENDATION AND FUTURE ACTIONS

The Development Review Committee (DRC) determined the application was sufficient for continued review and recommended approval with conditions on July 16, 2025.

The Planning Board meeting was held Monday, September 8, 2025, at 6:00 pm. A summary is located above in the project summary, and a [video of the meeting](#) is available on the City's website. The Community Development Board in their capacity as the Planning Board voted 5-0 to recommend approval of the subdivision application.

The City Commission held a public meeting to consider the application for approval on Tuesday, September 9, 2025, at 6:00 pm. A video of the meeting is available on the [City's Streaming Video Archive](#). No public comment was received. The motion to approve consent items F.1 to F.13 passed unanimously.

SECTION 6 – STAFF ANALYSIS AND FINDINGS

Analysis and resulting recommendations are based on the entirety of the application materials, municipal codes, standards, plans, public comment, and all other materials available during the

review period. Collectively this information is the record of the review. The analysis in this report is a summary of the completed review.

Applicable Subdivision Review Criteria, Section 38.240.150.B, BMC.

In considering applications for subdivision approval under this title, the advisory boards and City Commission shall consider the following:

1) Compliance with the survey requirements of Part 4 of the Montana Subdivision and Platting Act

The preliminary plat was prepared in accordance with the surveying and monumentation requirements of the Montana Subdivision and Platting Act by a Professional Engineer registered in the State of Montana. As noted in the code requirements, the final plat must comply with State statute, Administrative Rules of Montana, and the Bozeman Municipal Code.

2) Compliance with the local subdivision regulations provided for in Part 5 of the Montana Subdivision and Platting Act

The final plat must comply with the standards identified and referenced in the Bozeman Municipal Code. The subdivider is advised that unmet code provisions, or code provisions not specifically listed as a condition of approval, do not, in any way, create a waiver or other relaxation of the lawful requirements of the Bozeman Municipal Code or State law. Sections 3 and 4 of this report identify conditions and code provisions necessary to meet all municipal standards. The listed code requirements address necessary documentation and compliance with standards. Therefore, upon satisfaction of all conditions and code corrections, the subdivision will comply with the subdivision regulations.

3) Compliance with the local subdivision review procedures provided for in Part 6 of the Montana Subdivision and Platting Act

The Bozeman Planning Board public meeting and City Commission public meetings were properly noticed in accordance with the Bozeman Municipal Code. Based on the recommendation of the Development Review Committee (DRC) and other applicable review agencies, as well as any public testimony received on the matter, the City Commission will make the final decision on the subdivider's request. Review of this subdivision was conducted under the terms of 76-3-616 MCA as authorized in 38.240.100.

The Department of Community Development received a preliminary plat application on May 23, 2025. The DRC reviewed the preliminary plat application and determined the application was adequate for continued review July 16, 2025 and recommended conditions of approval and code corrections for the staff report.

The applicant posted public notice on the subject property on July 24, 2025. The applicant sent public notice to all landowners of record within 200-feet of the subject property via first class

mail, on July 24, 2025. No public comments have been received on this application as of the writing of this report.

On August 12, 2025, a major subdivision staff report was completed and forwarded with a recommendation of conditional approval for consideration to the Planning Board at their meeting on Monday, August 18, 2025. However, the lack of a quorum required the meeting to be cancelled, and all agenda items rescheduled to Monday, September 8, 2025. A motion to recommend approval of the subdivision was passed 5-0 on September 8, 2025.

On August 29, 2025, a major subdivision staff report was completed and forwarded with a recommendation of conditional approval for review by the City Commission. The motion to approve consent items F.1 to F.13 passed unanimously on September 9, 2025.

4) Compliance with Chapter 38, BMC and other relevant regulations

Community Development staff and the DRC reviewed the preliminary plat against all applicable regulations and the application complies with the BMC and all other relevant regulations with conditions and code corrections. This report includes [Conditions of Approval](#) and required [code provisions](#) as recommended by the DRC for consideration by the City Commission to complete the application processing for final plat approval. All municipal water and sewer facilities will conform to the regulations outlined by the Montana Department of Environmental Quality and the requirements of the Design Standards and Specifications Policy (DSSP) and the City of Bozeman Modifications to Montana Public Works Standard Specifications.

Water/sewer – The subdivision will not significantly burden city's water and sewer infrastructure with the recommended conditions of approval and code provisions. Water and sewer will be provided by connections to the City's water system and existing sanitary sewer collection system. The water and sewer mains and services to each of the proposed 8 lots were constructed during the original subdivision in 2020 and exist within the Audubon Way and Front Street rights-of-way. [Appendix A](#) contains the water and sewer design report for the original Parklands Subdivision, stamped by a professional engineer licensed in the State of Montana. The report was reviewed by the Engineering Division for compliance with state and local Public Works Standard Specifications, the City's design standards, the City of Bozeman Water Facility Plan, and the City of Bozeman Fire Service Line Standard and found to meet with code provisions the City's review requirements during the previous subdivision approval. No additional improvements are required with the current subdivision application. Code provision 7 requires the applicant offset estimated water demand prior to final plat approval per subsection D of BMC 38.410.130. Per this section, the application may either transfer water rights into city ownership that are appurtenant to the land being developed or as acceptable to the city, provide payment of cash-in-lieu of water rights at a rate established by the most recent City Commission resolution, or a combination of both. The applicant is proposing to provide cash-in-lieu of water rights to comply with the requirements of BMC 38.410.130.D. Code provision 7 requires the developer to pay the required cash-in-lieu of water rights fee with the final plat application.

Easements - The final plat must provide and depict all necessary utilities and required utility easements. Code provision 6 requires that all easements, existing and proposed, must be accurately depicted and addressed on the final plat and in the final plat application. Public utilities will be located within dedicated street rights-of-way. The applicant must submit for review and approval all easements, which designate space for public or private utilities that are not in the designated public right of way. All easements must be provided using the City's standard language. Ten-foot utility easements are depicted on the preliminary plat along Audubon Way and are proposed to be granted with the final plat in accordance with standards. Copies of additional existing easements are required to be provided with the final plat application.

Parks – Supplemental information regarding Parks and Recreation facilities was waived during the pre-application process. The proposed amended plat does not increase the overall net residential density of the underlying subdivision. Previous parkland dedication provides sufficient parkland for the newly proposed lots. No additional parkland dedication is required per BMC 38.420.020.2.B.5. A pedestrian trail was constructed during the initial subdivision along the southeastern boundary of the subdivision along the old railway berm. The Parklands Subdivision constructed a 10-foot wide asphalt trail that connects the Village Downtown Boulevard along the Front Street right of way, through the 60-foot wide Linear Park to a 6-foot wide gravel trail that runs within the easement adjacent to the Parklands Subdivision. This creates a trail network that completely surrounds the entire subdivision.

Stormwater – Stormwater within the subdivision will be conveyed by surface gutter flow to curb inlets and then underground through storm drain piping to an existing stormwater detention pond located in the existing Common Open Space A. All stormwater infrastructure was installed during the original Parklands Subdivision in 2020 and the design accounted for the future development of these 8 lots. [Appendix B](#) contains the stormwater design report for the original Parklands Subdivision. Code provision 5 details the required development or maintenance of common areas and facilities to be maintained by the property owners' association and requires the property owners' association to maintain all stormwater facilities outside of the public right-of-way, with the incorporation of a maintenance plan into the association documents prior to final plat approval. This will ensure the proper maintenance of necessary stormwater infrastructure as the subdivision is developed and occupied.

Agricultural water user facility – The proposed subdivision is a redevelopment of an existing subdivision lot from The Parklands Subdivision. No agricultural water user facilities are located within the subdivision boundaries. Supplemental information regarding agricultural users was waived during the pre-application process.

Police/Fire – The City of Bozeman's Police and Fire emergency response area includes this subject property. The subdivision does not impact the City's ability to provide emergency services to the subject property. The necessary addresses will be provided to enable 911 response to individual parcels prior to recording of the final plat. Fire protection standards require installation of fire hydrants at designated spacing to ensure adequate protection.

5) The provision of easements to and within the subdivision for the location and installation of any necessary utilities

The final plat will provide and depict all necessary utilities and required utility easements. Code requirement 6 requires that all easements, existing and proposed, must be accurately depicted and addressed on the final plat and in the final plat application. Public utilities are generally located within dedicated street and alley rights-of-way.

6) The provision of legal and physical access to each parcel within the subdivision and the notation of that access on the applicable plat and any instrument transferring the parcel

The final plat will provide legal and physical access to each parcel within the subdivision. All of the proposed lots will have frontage on public streets and an improved alley as allowed in BMC 38.400.090.

Documentation of compliance with adopted standards 38.220.060

The Development Review Committee (DRC) completed a subdivision pre-application plan review on June 11, 2025 and no variances were requested. Waivers to the following code sections were granted during pre-application review and included BMC 38.220.060.A.1 Surface Water, BMC 38.220.060.A.2 Floodplain, BMC 38.220.060.A.3 Groundwater, BMC 38.220.060.A.4 Geology, BMC 38.220.060.A.5 Vegetation, BMC 38.220.060.A.6 Wildlife, BMC 38.220.060.A.7 Agriculture, BMC 38.220.060.A.8 Agricultural water user facilities, BMC 38.220.060.A.9 Water and Sewer, BMC 38.220.060.A.10 Stormwater, BMC 38.220.060.A.11 Streets, BMC 38.220.060.A.12 Utilities, BMC 38.220.060.A.13 Land use, BMC 38.220.060.A.14 Parks and recreation facilities, BMC 38.220.060.A.15 Neighborhood Center, BMC 38.220.060.A.16 Lighting Plan, BMC 38.220.060.A.17 Miscellaneous, and BMC 38.220.060.A.18 Affordable Housing

Staff offers the following summary comments on the documents required with Article 38.220.060, BMC.

38.220.060.A.1 – Surface water

The subject property does not contain any surface water. Supplemental information regarding surface water was waived during the pre-application process.

38.220.060.A.2 - Floodplains

The subject property is not located within the 100-year floodplain. The property is depicted on the Flood Insurance Rate Map (FIRM) panel 30031C0817E with an effective date of April 21, 2021. All issues related to the floodplain were addressed with the previous subdivision. Supplemental information regarding floodplains was waived during the pre-application process.

38.220.060.A.3 - Groundwater

All issues related to groundwater monitoring were addressed during the previous subdivision approval. Supplemental information relating to groundwater was waived during the pre-

application process. As a condition of approval for this current subdivision the Engineering Department will require the developer must add a note on the final plat stating no crawl spaces will be permitted with future development of the site unless a professional engineer registered in the State of Montana certifies that the lower point of any proposed structure is located above the seasonal high groundwater level and provides supporting groundwater data prior to the release of a building permit. Additionally, sump pumps are not allowed to be connected to the sanitary sewer system or the drainage system and may not be discharged onto streets where they may create a safety hazard for pedestrians and vehicles.

38.220.060.A.4 - Geology, Soils and Slopes

This subdivision will not significantly impact the geology, soils, or slopes. No significant geological features or slopes exist on the site. Supplemental information relating to geology, soils, or slopes was waived during the pre-application process.

38.220.060.A.5 - Vegetation

This subdivision will not significantly impact vegetation. No critical plant communities identified on site. The current application is for the creation of 8 lots within an existing lot previously platted through the subdivision process. Supplemental information related to vegetation on the subject property was waived during the pre-application process.

38.220.060.A.6 - Wildlife

This subdivision will not significantly impact wildlife. There are no known critical habitats on the property, or observed or mapped threatened or endangered species. The property is bound by existing city streets and future residential developments to the north, south, east, and west. The current application is for the creation of 8 lots within an existing lot previously platted through the subdivision process. Supplemental information related to wildlife on the subject property was waived during the pre-application process.

38.220.060.A.7 - Agriculture

This subdivision will not impact agriculture. The current application is for the creation of 8 lots within an existing lot previously platted through the subdivision process. Supplemental information related to agriculture was waived during the pre-application process.

38.220.060.A.8 - Agricultural Water User Facilities

See discussion above under primary review criteria.

38.220.060.A.9 - Water and Sewer

The subdivision will not significantly impact city water and sewer infrastructure. Water and sewer improvements will be designed to meet City of Bozeman Standards and State Department of Environmental Quality Standards and Regulations. Also see discussion above under primary review criteria.

38.220.060.A.10 - Stormwater Management

The subdivision will not significantly impact stormwater infrastructure. See discussion above under primary review criteria.

38.220.060.A.11 - Streets, Roads and Alleys

The subdivision will not significantly impact the City's street infrastructure. All public rights-of-way to serve the subdivision were dedicated with the underlying Parklands Subdivision final plat in 2020. Village Downtown Boulevard is considered a local street and includes an 80-foot-wide right-of-way. Audubon Way is considered an alley and includes a 30-foot wide right-of-way which serves the proposed 8 new lots and the existing 9 lots from Block 2 of The Parklands Subdivision. Audubon Way is privately maintained by the Property Owners Association. No new access is proposed to the current subdivision, and no modifications to existing streets are proposed.

The applicant requested a waiver to the Traffic Impact Study (TIS) requirement. The Engineering Department evaluated and approved the waiver request. A previous TIS was prepared for the Village Downtown in 2003. The current subdivision calculations provided by the applicant indicate the proposed project will generate 238 weekday trips which are well below the Institute of Transportation Engineers (ITE) guidance.

38.220.060.A.12 – Non-Municipal Utilities

The applicant received confirmation of service connections from non-municipal utilities during the previous Parklands Subdivision in 2021. Northwestern Energy confirmed the existing utilities in the area can supply the proposed 8-lot subdivision.

38.220.060.A.13 - Land Use

Proposed land uses for the subdivision are primarily residential in the form of single-household dwellings and two-household dwellings on individual lots. Residential lots 2 through 8 are proposed to contain two dwelling units to comply with the minimum required density of the R-4 zoning, while lot 1 will have the option of either a single-household dwelling or two dwelling units. Development of lots within the subdivision will be subject to Bozeman Municipal Code (BMC) provisions at the time of development for R-4 Zoning. Supplemental information regarding Land Use was waived during the pre-application process.

38.220.060.A.14 - Parks and Recreation Facilities

The Parks Department reviewed the subdivision proposal. The proposed amended plat does not increase the overall net residential density of the underlying subdivision. Previous parkland dedication provides sufficient parkland for the newly proposed lots. No additional parkland dedication is required per BMC 38.420.020.2.B.5. Supplemental information regarding Parks and Recreation facilities was waived during the pre-application process. See the previous discussion under Parks in the primary review criteria.

38.220.060.A.15 - Neighborhood Center Plan

To provide a neighborhood focal point, all residential subdivisions that are ten net acres in size or greater must have a neighborhood center. The proposed subdivision is 1.201 net acres and, therefore, is exempt from the requirement of a neighborhood center.

38.220.060.A.16 - Lighting Plan

No additional subdivision or street lighting is required or proposed with this application. Supplemental information for a required lighting plan was waived during the pre-application process.

38.220.060.A.17 - Miscellaneous

The proposed subdivision is not located within 200 feet of any public land access or within a delineated Wildland Urban Interface area. No health or safety hazards on-site or off-site will be created with this development.

38.220.060.A.19 - Affordable Housing

This application does not rely on incentives authorized in 38.380. Therefore, no analysis is required.

SECTION 7 - FINDINGS OF FACT, ORDER AND APPEAL PROVISIONS

- A. PURSUANT to Chapter 38, Article 2, BMC, and other applicable sections of Chapter 38, BMC, public notice was given, opportunity to submit comment was provided to affected parties, and a review of the preliminary plat described in these findings of fact was conducted.
- B. The purposes of the preliminary plat review were to consider all relevant evidence relating to public health, safety, welfare, and the other purposes of Chapter 38, BMC; to evaluate the proposal against the criteria and standards of Chapter 38 BMC; and to determine whether the plat should be approved, conditionally approved, or denied.
- C. The matter of the preliminary plat application was considered by the City Commission at a public meeting on September 9, 2025 at which time the Department of Community Development Staff reviewed the project, submitted and summarized the conditions of approval, and summarized the public comment submitted to the City prior to the public meeting in the provided staff report.
- D. The City Commission requested public comment at the public meeting on September 9, 2025 and no public comment was received.
- E. It appeared to the City Commission that all parties and the public wishing to examine the proposed preliminary plat and offer comment were given the opportunity to do so. After receiving the recommendation of the relevant advisory bodies established by Section Chapter 38, BMC, and considering all matters of record presented with the application and during the public comment period defined by Chapter 38, BMC, the City

Commission has found that the proposed preliminary plat would comply with the requirements of the Bozeman Municipal Code if certain conditions were imposed. Therefore, being fully advised of all matters having come before her regarding this application, the City Commission makes the following decision.

- F. The preliminary plat has been found to meet the criteria of Chapter 38, BMC, and is therefore approved, subject to the conditions listed in Section 3 of this report and the correction of any elements not in conformance with the standards of the Chapter including those identified in Section 4 of this report. The evidence contained in the submittal materials, advisory body review, public testimony, and this report, justify the conditions imposed on this development to ensure that the final site plan and subsequent construction complies with all applicable regulations, and all applicable criteria of Chapter 38, BMC.
- G. This City Commission order may be appealed by bringing an action in the Eighteenth District Court of Gallatin County, within 30 days after the adoption of this document by the City Commission, by following the procedures of Section 76-3-616, MCA. The preliminary approval of this single-phased major subdivision shall be effective for three (3) years from the date of the signed Findings of Fact and Order approval. At the end of this period the City may, at the request of the subdivider, grant an extension to its approval by the Community Development Director for a period of mutually agreed upon time.

DATED this _____ day of _____, 2025

BOZEMAN CITY COMMISSION

TERENCE CUNNINGHAM

Mayor

ATTEST:

MIKE MAAS

City Clerk

APPROVED AS TO FORM:

GREG SULLIVAN

City Attorney

APPENDIX A – PROJECT SITE ZONING AND GROWTH POLICY

Zoning Designation and Land Uses:

The subject property is zoned R-4, Residential High Density District. The intent of the R-4 residential high density district is to provide for high-density residential development through a variety of housing types within the city with associated service functions. This purpose is accomplished by:

1. Providing for minimum lot sizes in developed areas consistent with the established development patterns while providing greater flexibility for clustering lots and mixing housing types in newly developed areas.
2. Providing for a variety of compatible housing types, including single and multi-household dwellings to serve the varying needs of the community's residents.
3. Allowing office use as a secondary use, measured by percentage of total building area.

Use of this zone is appropriate for areas adjacent to mixed-use districts, commercial districts, and/or served by transit to accommodate a higher density of residents in close proximity to jobs and services.

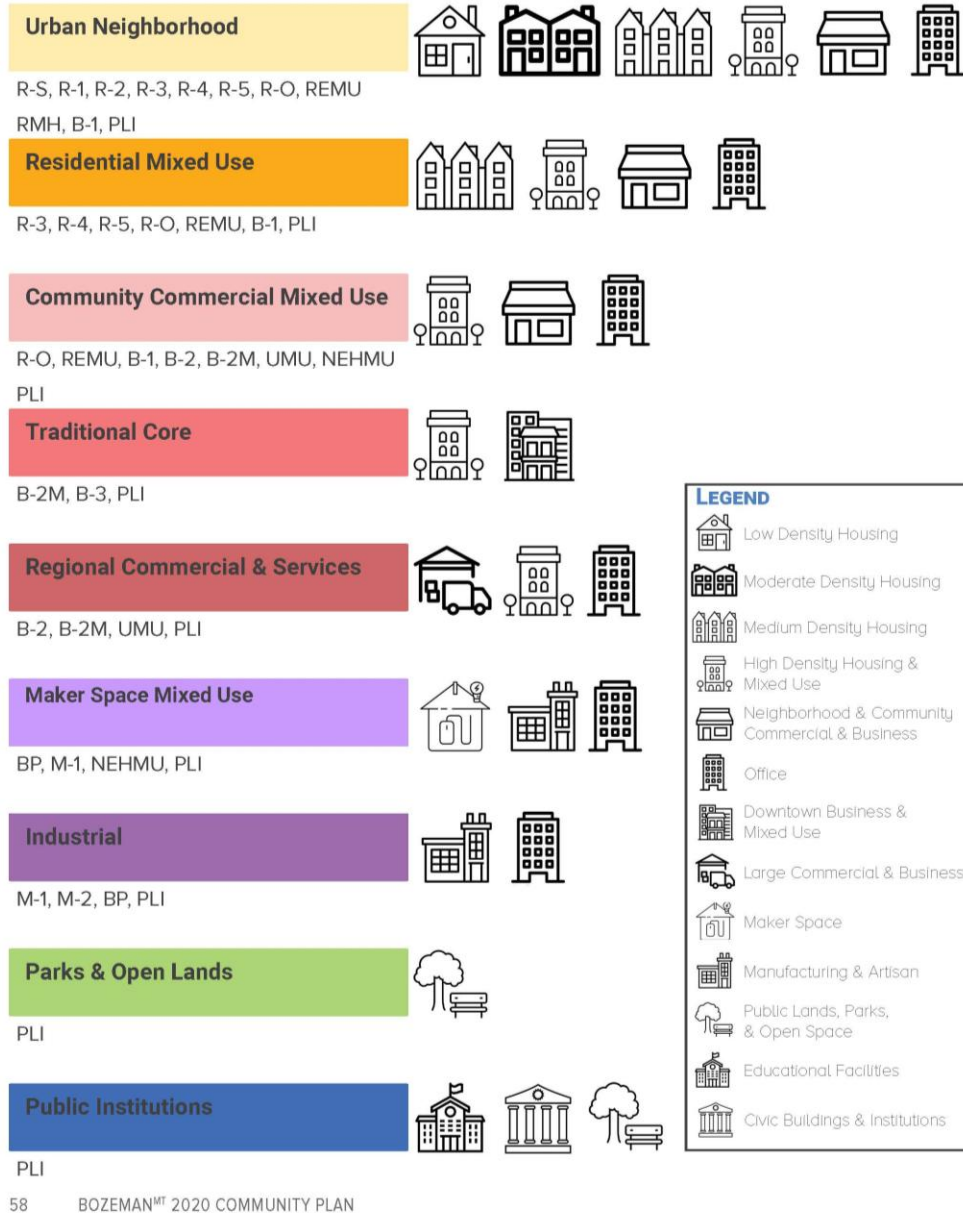
The proposed subdivision is appropriate for this zone because the development will provide primarily residential single and multi-household dwellings on individual lots within an established developed area. The site is surrounded by existing City streets and municipal services, including water and sewer, sidewalks, and pedestrian trails.

Adopted Growth Policy Designation:

Table 4 of the Bozeman Community Plan 2020 shows the correlation between future land use map designations and implementing zoning districts. (See below for the Table)

CORRELATION WITH ZONING

The zoning districts which implement each future land use category are shown in relation to each future land use category in chart below. For zoning district intent, see 38.300. For permitted uses, see 38.310.



The subject property is designated as Urban Neighborhood. This category primarily includes urban density homes in a variety of types, shapes, sizes, and intensities. Large areas of any single type of housing are discouraged. In limited instances, an area may develop at a lower gross density due to site constraints and/or natural features such as floodplains or steep slopes.

Complementary uses such as parks, home-based occupations, fire stations, churches, schools, and some neighborhood-serving commerce provide activity centers for community gathering and services. The Urban Neighborhood designation indicates that development is expected to occur within municipal boundaries. This may require annexation prior to development. Applying a zoning district to specific parcels sets the required and allowed density. Higher density residential areas are encouraged to be, but are not required or restricted to, proximity to commercial mixed-use areas to facilitate the provision of services and employment opportunities without requiring the use of a car.

This proposed subdivision is well suited to implement the Urban Neighborhood designation by providing residential development in the form of multiple dwelling units on the majority of the lots and either a single detached household or multiple dwelling units on Lot 1. Density and individual uses will be evaluated at the time of development against the R-4 zoning requirements.

The proposed subdivision meets the following Bozeman Community Plan 2020 goals:

N-1 Support well-planned, walkable neighborhoods.

N-1.5 Encourage neighborhood focal point development with functions, activities, and facilities that can be sustained over time. Maintain standards for placement of community focal points and services with new development.

N-1.9 Ensure multimodal connections between adjacent developments.

N-1.10 Increase connectivity between parks and neighborhoods through continued trail and sidewalk development. Prioritize closing gaps within the network.

APPENDIX B – DETAILED PROJECT DESCRIPTION

Project Background and Description

A preliminary plat application by the applicant, Caddis Engineering and Land Surveying, 226 Timberline Drive, Bozeman, MT 59718, representing owners Delaney Indreland Living Trust and The Village Investment Group Inc., 101 E Main Street, Suite D, Bozeman, MT 59715.

APPENDIX C – NOTICING AND PUBLIC COMMENT

Notice was provided at least 15 and not more than 45 days prior to the City Commission public meeting per BMC 38.220.420. The City scheduled a public notice for this application on July 16, 2025. The applicant posted a public notice on the subject property on July 24, 2025. The City sent a public notice to physically adjacent landowners of record within 200 feet of the subject property via first-class mail on July 24, 2025. No comments have been received on the proposed subdivision at the time of this report.

APPENDIX D – OWNER INFORMATION AND REVIEWING STAFF

Owner: Delaney Indreland Living Trust, c/o Michael Delaney and The Village Investment Group Inc., 101 E Main Street, Suite D, Bozeman, MT 59715

Applicant: Caddis Engineering and Land Surveying, 226 Timberline Drive, Bozeman, MT 59718

Representative: Caddis Engineering and Land Surveying, 226 Timberline Drive, Bozeman, MT 59718

Report By: Bailey Minnich, Development Review Planner

FISCAL EFFECTS

Fiscal impacts are undetermined at this time, but will include increased property tax revenues from new development, along with increased costs to deliver municipal services to the property. Impact fees will be collected at the time of building permit issuance for individual buildings along with City sewer and water connection fees.

ATTACHMENTS

The full application and file of record can be viewed digitally at the Community Development Department at 20 E. Olive Street, Bozeman, MT 59715, as well as digitally at <https://www.bozeman.net/departments/community-development/planning/project-information-portal>, select the “Project Documents Folder” link and navigate to application 25273.

Project documents are available at this direct link to the public Laserfiche archive for [application 25273](#).

The following documents and drawings are available in the online public archive:

- [Parklands Amended Subdivision Preliminary Plat](#)
- [Plat Narrative](#)
- [Additional Preliminary Plat Supplements](#)

Memorandum

REPORT TO: City Commission

FROM: Kellen Gamradt, Engineer II
Shawn Kohtz, Director of Utilities

SUBJECT: Authorize the City Manager to Sign a Notice of Award to Williams Civil Construction, Inc. for Construction of the 2025 South Black Avenue Sewer Renovations Project

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to sign the Notice of Award to Williams Civil Construction, Inc. for the Total Schedule 1 plus miscellaneous work, in the amount of \$332,839.60

STRATEGIC PLAN: 2.2 Infrastructure Investments: Strategically invest in infrastructure as a mechanism to encourage economic development.

BACKGROUND: Attached is a copy of the Notice of Award for the above referenced project. The project generally involves removal and replacement of the existing sewer main in South Black Avenue from College Street to the dead end. The contract is to be completed within 70 calendar days of the issuance of the notice to proceed. Bids for the above-referenced project were opened on September 15th with 7 bids being submitted. The low bid was submitted by Williams Civil Construction, Inc in the amount of \$332,839.60 for the base bid plus miscellaneous work. The Bid Tabulation for the project is attached.

UNRESOLVED ISSUES: None

ALTERNATIVES: As suggested by the Commission

FISCAL EFFECTS: Funding has been appropriated in the FY26 Budget as project WW09 for \$332,839.60. This project will be paid from the Wastewater Fund.

Attachments:

[Bid Tab - 2025 S Black.pdf](#)

[Notice_of_AWARD_-](#)

[_2025_S_Black_Ave_Sewer_Renovations.pdf](#)

Report compiled on: September 16, 2025

Bid Tab - 2025 S Black Sewer Renovations				
Name:	Contractor #:	Affirmation Form:	Bid Bond:	Base Bid Total:
Williams Civil Construction	158949	x	x	\$332,839.60
Omdahl Excavation & Utilities	37068	x	x	\$404,783.00
Big Sky Contracting	274476	x	x	\$421,155.05
Central Plumbing and Heating	4443	x	x	\$438,474.00
4050 Development	265916	x	x	\$531,213.00
CK May Excavating, Inc	35949	x	x	\$558,387.50
AX&T Dirtworks	252369	x	x	\$744,175.00
These bids were opened and read before the undersigned at 2:00 pm on Thursday, April 3rd, 2025				
 JOHN KILPATRICK 2025.08.20 14:55:49 -06'00' Mike Maas City Clerk Kellen Gamradt Engineer II				
Bid Check:	Delivered to Finance:	Accepted By:	Date:	
				

NOTICE OF AWARD

Dated: September 23, 2025

TO: **Williams Civil Construction, Inc**

ADDRESS: **370 Companion Way, Belgrade, MT 59714**

PROJECT: **City of Bozeman 2025 South Black Avenue Sewer Renovations**

CONTRACT FOR: **Schedules 1 & Miscellaneous Work**

You are notified that your Bid dated September 15th, 2025, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for **Sewer Renovations on South Black Avenue.**

The Contract Price of your Contract is: **Three hundred Thirty Two Thousand Eight Hundred Thirty Nine 60/100** Dollars (\$332,839.60).

A digital copy of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, that is, by **October 8, 2025** .

1. You must deliver to the OWNER **3** fully executed counterparts of the Agreement including all the Contract Documents and Drawings.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instruction to Bidders (page 7), General Conditions (paragraph 5.01) and Supplementary Conditions (paragraph SC-5.02).
3. List other conditions precedent:

You must deliver with the executed Agreement the Certificates of Insurance as specified in the General Conditions (paragraph 5.03) and Supplementary Conditions (paragraph SC-5.04).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with these conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

CITY OF BOZEMAN, MONTANA

ATTEST:

BY: _____
(CITY MANAGER)

BY: _____
(CITY CLERK)

DATE: _____

Memorandum

REPORT TO: City Commission

FROM: Brian Heaston, Engineer III
Shawn Kohtz, Director of Utilities

SUBJECT: Authorize the City Manager to sign a Joint Funding Agreement with the U.S. Geological Survey for the continued operation of the real-time streamflow gaging stations on the East Gallatin River and Hyalite Creek for federal fiscal year 2026.

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Agreement - Agency/Non-profit

RECOMMENDATION: Authorize the City Manager to sign a Joint Funding Agreement with the U.S. Geological Survey for the continued operation of the real-time streamflow gaging stations on the East Gallatin River and Hyalite Creek for federal fiscal year 2026.

STRATEGIC PLAN: 1.3 Public Agencies Collaboration: Foster successful collaboration with other public agencies and build on these successes.

BACKGROUND: The U.S. Geological Survey (USGS) operates a real-time streamflow gaging station on the East Gallatin River near the City's Water Reclamation Facility and on Hyalite Creek near the mouth of Hyalite Canyon. These gages record continuous real-time streamflow data that are made publicly available on the USGS website. Real-time flow gaging provides beneficial data for the City that may be utilized for a multitude of purposes, including: issuing flood warnings, local drought stage monitoring, assessing climate impacts to long-term water availability trends, and discharge permit compliance.

The City and USGS have historically partnered on funding the annual maintenance and operations costs for the East Gallatin River gage. The addition of joint funding for the Hyalite Creek gage was a new funding share for the City for federal fiscal year 2023. Continued joint funding for both the East Gallatin and Hyalite gages for the upcoming federal FY26 (Oct 1 – Sept 30) is provided for in the attached Joint Funding Agreement.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by the City Commission.

FISCAL EFFECTS: The City's cost share for the federal FY26 JFA totals \$27,470 (\$13,735 for each of the two gages). The FY26 Wastewater Reclamation Facility operating

budget has sufficient line item budget to cover the East Gallatin River gage costs. The FY26 Water Conservation Division operating budget has sufficient line item budget to cover the Hyalite Creek gage costs.

Attachments:

[USGS_JFA_26RSJFA005_00.pdf](#)

Report compiled on: September 9, 2025

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001514
Agreement #: 26RSJFA005
Project #: RS00FN6
TIN #: 81-6001238

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2025, by the U.S. GEOLOGICAL SURVEY, Wyoming-Montana Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Bozeman party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$13,930 by the party of the first part during the period
October 1, 2025 to September 30, 2026
- (b) \$27,470 by the party of the second part during the period
October 1, 2025 to September 30, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000001514
Agreement #: 26RSJFA005
Project #: RS00FN6
TIN #: 81-6001238

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Cheryl Miller
Supervisory Hydrologist
Address: 521 Progress Circle Suite 6
Cheyenne, WY 82007-9660
Telephone: (307) 287-1907
Fax: (n/a)
Email: cemiller@usgs.gov

Customer Technical Point of Contact

Name: Brian Heaston
Project Engineer
Address: P.O. Box 1230
Bozeman, MT 59771-1230
Telephone: (406) 582-2924
Fax: (n/a)
Email: bheaston@bozeman.net

USGS Billing Point of Contact

Name: Charles Murphy
Budget Analyst
Address: Helena, MT 59601
Telephone: (406) 457-5900
Fax: (n/a)
Email: charlesmurphy@usgs.gov

Customer Billing Point of Contact

Name: Brian Heaston
Project Engineer
Address: P.O. Box 1230
Bozeman, MT 59771-1230
Telephone: (406) 582-2924
Fax: (n/a)
Email: bheaston@bozeman.net

U.S. Geological Survey
United States
Department of Interior

City of Bozeman

Signature

B)  JOHN KILPATRICK
2025-08-20 14:55:49 -06'00'
Date: 8/19/2025

Name: John Kilpatrick
Title: Center Director

Signatures

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

Memorandum

REPORT TO: City Commission

FROM: Greg Sullivan, City Attorney
Kelley Rischke, Assistant City Attorney

SUBJECT: Authorize City Manager to Sign on to National Opioid Settlement with Opioid Manufacturer Purdue and the Sackler family

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Agreement - Legal

RECOMMENDATION: Authorize City Manager to Sign on to this National Opioid Settlement with Opioid Manufacturer Purdue and the Sackler Family Estate, agreeing to the terms of the settlement and releasing the City's claims against these defendants in exchange for a direct payment of settlement funds to the City.

STRATEGIC PLAN: 1.3 Public Agencies Collaboration: Foster successful collaboration with other public agencies and build on these successes.

BACKGROUND: The State of Montana has negotiated a settlement with Purdue Pharma, manufacturer of oxycontin and other opioid drugs for their role in the diversion, misuse, and abuse of drugs that fueled the opioid crisis in America. The City of Bozeman qualifies to receive direct payment from the settlement funds to be used for abatement and remediation of the effects of the opioid crisis in the community, if the City signs on to the settlement. Some political subdivisions decided to retain counsel and file suit against some of the defendants in the nationwide opioid litigation; the City of Bozeman did not choose to litigate, so its best opportunity to receive any funds to address opioids is through this settlement.

Since 2021, the City of Bozeman has joined 11 opioid settlements with various manufacturers, distributors, and pharmacy chains, including: manufacturers Janssen, Teva, Allergan, and Endo; distributors McKesson, Cardinal, and Amerisource Bergen; and pharmacy chains Kroger, Walmart, Walgreens, and CVS. The City has received \$130,966.06 directly to-date from these settlements. In addition to settlement funds, each settlement requires injunctive relief designed to address the marketing and sales tactics, manufacturing and distribution processes, and incentive programs that caused the opioid epidemic.

In signing on to this settlement, the City must release it's claims against Purdue Pharma and the Sackler family defendants. Due to the amount of time and resources required to independently litigate this case and the fact

that the State of Montana and a handful of local governments have investigated or litigated this case against these defendants for many years, the City Attorney does not recommend pursuing independent litigation.

Settlement funds must be used for evidence-based strategies, programing, and services to address the misuse and abuse of opioids, treat or mitigate opioid misuse or related disorders, and mitigate other harms from overprescribing opioids, including the misuse or abuse of Fentanyl. For instance, funds could be used to aid recovery from addiction or support for law enforcement. A document from the national opioid settlement with approved uses of settlement funds is attached to this memorandum.

To join the settlement, the City must sign a Participation Agreement and Release. The Settlement Agreement and other documents related to this and many other opioid settlements are found at www.nationalopioidsettlement.com. The Attorney General's cover letter along with the participation and release form are attached to this memorandum. The deadline to sign on to this settlement is September 30, 2025.

UNRESOLVED ISSUES: None

ALTERNATIVES: Decline to join this opioid settlement and do not sign the required documents.

FISCAL EFFECTS: The precise amount the City will receive is unknown at this time. Because the amount of money distributed to the State of Montana depends on the level of participation in the settlement by its local governments, it is impossible at this juncture to determine the amount of money the City of Bozeman will receive. If insufficient numbers of local governments participate, the settlements may not be finalized.

From these nation-wide settlements, if full participation and incentives are reached, Purdue Pharma and the Sackler family will pay a total of approximately \$3.485 billion over several years to governmental entities and shareholders nationally. Assuming full participation, then the maximum estimated distributions for the State of Montana, paid over 16 years are as follows:

- a. Payment 1: \$2,543,505.47
- b. Payment 2: \$861,148.91
- c. Payment 3: \$1,067,147.68
- d. Payment 4: \$968,313.72
- e. Payment 5: \$484,712.87
- f. Payment 6: \$777,339.80
- g. Payment 7: \$874,386.48
- h. Payment 8: \$711,554.76
- i. Payment 9: \$737,237.06

- j. Payment 10: \$662,085.98
- k. Payment 11: \$731,466.07
- l. Payment 12: \$731,466.07
- m. Payment 13: \$731,466.07
- n. Payment 14: \$1,370,641.91
- o. Payment 15: \$1,370,641.91
- p. Payment 16: \$1,395,966.54

Of each of those payments, 15 percent is allocated to local governments, 15 percent is allocated to the State of Montana, and 70 percent is allocated to the Montana Opioid Abatement Trust ("the Trust"). The Trust considers proposals and awards funds within various subregions of the State. The City of Bozeman and Gallatin County are one such subregion that may receive distributions from the Trust.

Of the 15 percent allocated to local governments, The City of Bozeman's share is roughly 2.02 percent. Therefore, the maximum annual payments made directly to the City of Bozeman may be between \$7,707 from the first payment to \$2,006 from the smallest annual payment.

All of the settlement funds must be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

Attachments:

[Atty Gen cover letter and participation form.pdf](#)

[List-of-Opioid-Remediation-Uses.pdf](#)

Report compiled on: September 5, 2025

AUSTIN KNUDSEN



STATE OF MONTANA

07/23/2025

Greetings City and County Officials

I am pleased to announce that the continuing dedicated work by State Attorneys General and their staffs has resulted in an opioid settlement with Purdue and the Sackler family. This settlement will provide more than 16 million dollars to the State and its local governments, with approximately 80% allocated to county and city governments for your local use.

With this letter is a longer explanation of the settlement, a form for your government to approve participation in the settlement and a form to approve a slightly modified memorandum for continuing the administrative structure for distribution of settlement funds created by the Memoranda of Understanding of November 26, 2021 and the Amendment of January 27, 2022 which you approved for each of the prior settlements. The only modification is deletion of the backstop provision in the earlier Memoranda which is not required in the Purdue and Sackler settlement.

I urge you to review the materials and approve your continued participation in these settlements to allow the State and all local governments to obtain the maximum amount of settlement funds. In the prior settlements we have had 100% participation and that has resulted in the State obtaining the maximum settlement value because of the incentive bonuses for full participation of all local governments.

The deadline for approving your participation is September 30. I hope you will all promptly read these materials and agree to your participation.

Thank you for your consideration. If you have any questions, please contact me in the Office of Consumer Protection at brent.mead2@mt.gov or (406)-444-4500.

Sincerely,

Brent Mead

DEPARTMENT OF JUSTICE

215 North Sanders
PO Box 201401
Helena, MT 59620-1401

(406) 444-2026
Contactdoj@mt.gov
mtdoj.gov

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Bozeman city, MT
Reference Number: CL-1734541

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Montana, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com.

Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Brent Mead at brent.mead2@mt.gov or 406-444-4500.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: Bozeman city	State: MT
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



APPROVAL OF USE OF NOVEMBER 26, 2021 MEMORANDUM OF
UNDERSTANDING AND JANUARY 27, 2022 AMENDMENT TO THE MEMORANDUM
FOR THE ALLOCATION, ADMINISTRATION, AND DISBURSEMENT OF
SETTLEMENT FUNDS BUT NOT INCLUDING THE PROVISION OF
THE 5.5% BACKSTOP FROM THE PURDUE DIRECT SETTLEMENT

I, _____, on behalf of Bozeman city, MT, do hereby approve the use of the
November 26, 2021 Memorandum of Understanding and the January 27, 2022
Amendment to the Memorandum of Understanding for the allocation, administration, and
disbursement of settlement funds from the PURDUE DIRECT settlement.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT E

List of Opioid Remediation Uses

Schedule A **Core Strategies**

Settling States and Participating Subdivisions listed on Exhibit G may choose from among the abatement strategies listed in Schedule B. However, priority may be given to the following core abatement strategies (“*Core Strategies*”).¹

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“NAS”)

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support

- services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
 5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
 6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
 7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
 8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
 9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
 10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
 11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
 12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
 13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
 14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-

occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;

5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who

- could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
 3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
 4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
 5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
 6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
 7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
 8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
 9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
 10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes

Memorandum

REPORT TO: City Commission

FROM: Greg Sullivan, City Attorney
Kelley Rischke, Assistant City Attorney

SUBJECT: Authorize City Manager to Sign on to National Opioid Settlement with 8 Additional Opioid Manufacturers

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Agreement - Legal

RECOMMENDATION: Authorize City Manager to Sign on to this group of national opioid settlements with Opioid Manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus, agreeing to the terms of each settlement and releasing the City's claims against each of these defendants in exchange for a direct payment of settlement funds to the City.

STRATEGIC PLAN: 1.3 Public Agencies Collaboration: Foster successful collaboration with other public agencies and build on these successes.

BACKGROUND: The State of Montana has negotiated settlements with eight manufacturers of opioid medications for their alleged role in the diversion, misuse, and abuse of drugs that fueled the opioid crisis in America. The City of Bozeman qualifies to receive direct payment from the settlement funds to be used for abatement and remediation of the effects of the opioid crisis in the community, if the City signs on to the settlement. Some political subdivisions decided to retain counsel and file suit against some of the defendants in the nationwide opioid litigation; the City of Bozeman did not choose to litigate, so its best opportunity to receive any funds to address opioids is through this settlement.

Since 2021, the City of Bozeman has joined 11 opioid settlements with various manufacturers, distributors, and pharmacy chains, including: manufacturers Janssen, Teva, Allergan, and Endo; distributors McKesson, Cardinal, and Amerisource Bergen; and pharmacy chains Kroger, Walmart, Walgreens, and CVS. The City has received \$130,966.06 directly to-date from these settlements. In addition to settlement funds, each settlement requires injunctive relief designed to address the marketing and sales tactics, manufacturing and distribution processes, and incentive programs that caused the opioid epidemic.

In signing on to this settlement, the City must release its claims against each of the eight manufacturer defendants. Due to the amount of time and

resources required to independently litigate this case and the fact that the State of Montana and a handful of local governments have investigated or litigated this case against these defendants for many years, the City Attorney does not recommend pursuing independent litigation.

Settlement funds must be used for evidence-based strategies, programing, and services to address the misuse and abuse of opioids, treat or mitigate opioid misuse or related disorders, and mitigate other harms from overprescribing opioids, including the misuse or abuse of Fentanyl. For instance, funds could be used to aid recovery from addiction or support for law enforcement. A document from the national opioid settlement with approved uses of settlement funds is attached to this memorandum.

To join the settlement, the City must sign a Participation Agreement and Release. The Settlement Agreement and other documents related to this and many other opioid settlements is found at www.nationalopioidsettlement.com. The Attorney General's cover letter along with the participation and release form are attached to this memorandum. The deadline to sign on to this settlement is October 8, 2025.

UNRESOLVED ISSUES: None.

ALTERNATIVES: Decline to join this opioid settlement and do not sign the required documents.

FISCAL EFFECTS: The precise amount the City will receive is unknown at this time. Because the amount of money distributed to the State of Montana depends on the level of participation in the settlement by its local governments, it is impossible at this juncture to determine the amount of money the City of Bozeman will receive. If insufficient numbers of local governments participate, the settlements may not be finalized.

From these nation-wide settlements, if full participation and incentives are reached, the manufacturers will pay the following amounts nationally:

- * Alvogen to immediately pay up to approximately \$19 million;
- * Amneal to pay up to approximately \$74 million over 10 years, and to provide either approximately \$177 million of its generic version of the drug Narcan or up to an additional approximately \$44 million in cash;
- * Apotex to immediately pay up to approximately \$65 million;
- * Hikma to immediately pay up to approximately \$98 million, and to provide either approximately \$35 million of its naloxone product or up to an additional approximately \$7 million in cash;
- * Indivior to pay up to approximately \$75 million over 5 years, a portion of which, at the election of the state, could be paid in the form of Indivior's

branded buprenorphine and/or nalmefene products with a value of up to \$140 million;

* Mylan to pay up to approximately \$290 million over 9 years;

* Sun to immediately pay up to approximately \$32 million; and

* Zydus to immediately pay up to approximately \$15 million.

The above amounts reflect the total each defendant will pay nationally. Of those amounts, the State of Montana will receive its allocation. The State of Montana's anticipates that its share of the settlements will total roughly \$2.5 million. Of the State's allocation, 15% of the amount is allocated to local governments, 15% is allocated to the State of Montana, and 70% is allocated to the Montana Opioid Abatement Trust ("the Trust"). Of the 15% allocated to local governments, The City of Bozeman's share is roughly 2.02%.

The Trust considers proposals and awards funds within various subregions of the State. The City of Bozeman and Gallatin County are one such subregion that may receive distributions from the Trust.

All of the settlement funds must be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

Attachments:

[AG Cover letter and sign on materials.pdf](#)

[List-of-Opioid-Remediation-Uses.pdf](#)

Report compiled on: September 5, 2025

AUSTIN KNUDSEN



STATE OF MONTANA

August 26, 2025

Greetings City and County Officials

I am pleased to announce that the continuing dedicated work by State Attorneys General and their staffs has resulted in an opioid settlement with Secondary Manufacturers. This settlement will provide more than 16 million dollars to the State and its local governments, with approximately 80% allocated to county and city governments for your local use.

With this letter is a longer explanation of the settlement, a form for your government to approve participation in the settlement and a form to approve a slightly modified memorandum for continuing the administrative structure for distribution of settlement funds created by the Memoranda of Understanding of November 26, 2021 and the Amendment of January 27, 2022 which you approved for each of the prior settlements. The only modification is deletion of the backstop provision in the earlier Memoranda which is not required in the Secondary Manufacturers settlement.

I urge you to review the materials and approve your continued participation in these settlements to allow the State and all local governments to obtain the maximum amount of settlement funds. In the prior settlements we have had 100% participation and that has resulted in the State obtaining the maximum settlement value because of the incentive bonuses for full participation of all local governments.

The deadline for approving your participation is October 8, 2025. I hope you will all promptly read these materials and agree to your participation.

Thank you for your consideration. If you have any questions, please contact me in the Office of Consumer Protection at brent.mead2@mt.gov or (406)-444-4500.

Sincerely,

Brent Mead

DEPARTMENT OF JUSTICE

215 North Sanders
PO Box 201401
Helena, MT
59620-1401

(406) 444-2026
Contactdoj@mt.gov
mtdoj.gov

AUSTIN KNUDSEN



STATE OF MONTANA

New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Bozeman city, MT
Reference Number: CL-1765834

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because Montana is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also

reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and

reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Brent Mead at brent.mead2@mt.gov or 406-444-4500.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K**Secondary Manufacturers' Combined Subdivision Participation and Release Form**
("Combined Participation Form")

Governmental Entity: Bozeman city	State: MT
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



APPROVAL OF USE OF NOVEMBER 26, 2021, MEMORANDUM OF
UNDERSTANDING AND JANUARY 27, 2022, AMENDMENT TO THE MEMORANDUM
FOR THE ALLOCATION, ADMINISTRATION, AND DISBURSEMENT OF
SETTLEMENT FUNDS FROM THE SECONDARY MANUFACTURERS SETTLEMENT

I, _____, on behalf of Bozeman city, MT do hereby approve the use of
the November 26, 2021 Memorandum of Understanding and the January 27, 2022,
Amendment to the Memorandum of Understanding for the allocation, administration,
and disbursement of settlement funds from the Secondary Manufacturers settlement.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT E

List of Opioid Remediation Uses

Schedule A **Core Strategies**

Settling States and Participating Subdivisions listed on Exhibit G may choose from among the abatement strategies listed in Schedule B. However, priority may be given to the following core abatement strategies (“*Core Strategies*”).¹

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“NAS”)

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B

Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support

- services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
 5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
 6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
 7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
 8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
 9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
 10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
 11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
 12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
 13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
 14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-

occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;

5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who

could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes

Memorandum

REPORT TO: City Commission

FROM: Shawn Kohtz, Utilities Director

SUBJECT: Memorandum of Understanding with Gallatin County, Grease Interceptor and Wastewater Dump Station for Food Truck and RV Waste

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to sign Memorandum of Understanding with Gallatin County for a food truck and RV waste dump site.

STRATEGIC PLAN: 4.3 Strategic Infrastructure Choices: Prioritize long-term investment and maintenance for existing and new infrastructure.

BACKGROUND: The Gallatin City-County Health Department reached out noting ongoing issues with disposal of food truck waste. There currently is not a designated location for discharge of grease-laden waste from food trucks into the City's sanitary sewer system. The health department has indicated cases of waste being dumped directly onto ground surfaces, which is illegal waste dumping. Other instances of dumping grease laden wastes into sanitary sewer services without treatment for grease are also occurring. Further, payment for this sanitary sewer collection and treatment service for illegal dumping is not being captured.

To correct this issue and provide a legal location for food truck waste dumping, County and City staff worked together to determine a location to create a waste dump site and facilities. Per the attached MOU, the County will provide the dump site on the Fairgrounds property adjacent to E. Tamarack Street. The City would provide the design, construction oversight, and funds for the facility. The County would pay for and install the per-use charging station.

The facility would simultaneously provide a separate sewer connection for RV waste dumping at the same location.

The City would charge standard sewer billing rates to the County for the sewer connections. The County would charge per-use fees to users to recover their costs for City sewer service billing as well as maintenance and operation of the dump station.

Capital funds for the project were approved in the fiscal year 2026 budget

per capital improvement plan project code WW148.

UNRESOLVED ISSUES: None

ALTERNATIVES: As suggested by the City Commission

FISCAL EFFECTS: The fiscal year 2026 budget includes \$86,000 from the Wastewater Fund to fund the food truck and RV dump site; the capital improvements plan (CIP) description is project code WW148 – Food Truck and RV Dump Site Joint Project with Gallatin County.

Attachments:

[Interceptor-dump station MOU 081425](#)

Report compiled on: September 8, 2025

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) between the City of Bozeman, Montana (City), and Gallatin County, Montana (County), is entered into for the purpose of outlining the duties and responsibilities of each entity with respect to the design, installation and use of a grease interceptor and wastewater dump station on County property located in the SW ¼ of Section 6, Township 2 South, Range 6 East, Principle Meridian in Gallatin County, Montana (“Fairgrounds”).

WHEREAS, the City seeks the availability of a grease interceptor and wastewater dump station (the “Project”) to alleviate the dumping of grease-laden waste into the sanitary sewer system and unsanitary waste onto its streets and into its stormwater systems; and,

WHEREAS, the Project includes the installation of a grease interceptor which will provide mobile food vendors access to an appropriate site to deposit grease-laden wastewater generated by their operations; and

WHEREAS, the Project also consists of the installation of a dump station for wastewater which will provide a conveniently-located service for recreationalists and others desiring to appropriately dispose of wastewater; and

WHEREAS, the County owns the Fairgrounds property (the Site) and is considering allowing the City to encumber a portion with the installation of the Project; and,

WHEREAS, the County would derive benefit for its own operations and events as well as a revenue source from the Project; and,

WHEREAS, the City and County believe it is important to set forth an agreement to identify the intentions and actions of each party in furtherance of the Project.

NOW THEREFORE, in furtherance of the Project, and anticipated operations, the City and County, where referenced, agree as follows:

- I. Design and Installation.
 - a. The City agrees to design the Project, internally or at its expense, in consultation with and to be approved by the County.
 - b. The County will determine the location of the Project on the Site, in consultation with the City.

- c. The City will obtain all required permits and complete any processes required by the City or Health Department at its expense. Any development on the Site will follow all applicable City and Health Department codes and regulations.
- d. The City will procure, manage, and pay for the installation of the Project.
- e. The County will procure, manage, and pay for any payment and/or use monitoring systems associated with the Project.
- f. If any indirect infrastructure improvements are determined to be required on the Site to complete the Project, the County may choose to pay for those improvements, to discontinue the Project, or to negotiate a cost-share with the City for these improvements.
- g. The County will allow installation of the Project on the Site at no additional cost to the City beyond the Project costs contained in this agreement.

II. Operation

- a. The County owns, maintains and operates the Site and will manage and operate the Project upon completion. The County is responsible for all repair and maintenance costs.
- b. The Project will be available for general public use. The City will determine and charge utility fees subject to its rate-determining processes; the County will then determine rates for the services provided by the Project at its discretion to cover such fees as well as operation and maintenance, overhead, revenue generation, etc.
- c. The County, to the best of its ability, will not allow inappropriate use of the Project that would damage City infrastructure including but not limited to dumping of porta-potty waste or hazardous wastes.
- d. The Parties will negotiate in good faith the free or reduced-cost use of the Project for items upon the City's request, including but not limited to City operations.

III. Indemnification.

- a. To the fullest extent allowable by law, the City and County waive any and all claims and recourse against the other and its officers, agents and employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement, except claims arising from the intentional misconduct, recklessness, or negligence of the City or County or its officers, agents or employees.

Memorandum

REPORT TO: City Commission

FROM: Eilis Redmond, HR Generalist
Cassandra Tozer, HR Director

SUBJECT: Authorize the City Manager to sign an End User Agreement with Accurate Background, LLC, to Provide Background Screening Services to the City.

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to sign an agreement with Accurate Background, LLC.

STRATEGIC PLAN: 7.2 Employee Excellence: Recruit, retain and value a diverse, well-trained, qualified and motivated team capable of delivering superior performance. Be accountable and expect accountability from others. Make demonstrated use of good judgement a part of the evaluation process for promotions.

BACKGROUND: The City's Human Resources Department uses a third party vendor to conduct routine background checks on new employees, returning employees, and volunteers. The City is entering into a contract with a new vendor to provide these services.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by Commission.

FISCAL EFFECTS: None.

Attachments:

[End User Agreement with City of Bozeman.pdf](#)

Report compiled on: September 3, 2025

END USER AGREEMENT

This End User Agreement (“Agreement”) is entered into by Accurate Background, LLC, a California limited liability company, and its wholly owned Subsidiaries, with its principal place of business at 200 Spectrum Center Drive, Suite 1100, Irvine CA 92618 (hereinafter referred to as “Provider”) and City of Bozeman, with its principal place of business at 121 North Rouse Avenue, Bozeman, Montana 59715, United States together with its Affiliates who elect to utilize this Agreement, (hereinafter referred to as “End User”), with an effective date of October 1, 2025 (“Effective Date”). Provider and End User are hereinafter collectively referred to as “Parties” and individually as a “Party”.

WHEREAS, Provider is a Consumer Reporting Agency in the business of providing Consumer Reports and background screening solutions, drug testing and other administrative services (“Services”).

WHEREAS, End User is in the industry of Municipal Government and desires to purchase the Services pursuant to the terms and conditions set forth in this Agreement and its Exhibits and Addendums.

NOW THEREFORE, in consideration of the Parties’ mutual covenants and agreements set forth herein and for other good, valuable, and adequate consideration received, the Parties agree as follows:

1. SERVICES.

- a. Services. Provider will provide End User with certain Services included in the Pricing Exhibit of this Agreement or if applicable, a Scope of Work (“SOW”) executed by the Parties.
- b. Definitions. Any capitalized terms in this Agreement shall have the meaning as defined and contemplated in the Fair Credit Reporting Act 15 USC § 1681 et seq. (“FCRA”).
- c. Affiliates. End User’s Affiliates may order Provider’s Services under the same terms and conditions as this Agreement, provided that (i) End User’s Affiliates enter into a Participation Agreement and (ii) End User’s Affiliate satisfies the credentialing requirements. Unless such terms and conditions are expressly amended in the Participation Agreement, the execution by an End User’s Affiliate of the Participation Agreement constitutes its agreement to be bound by and entitled to the benefits, terms and conditions of this Agreement as if such End User Affiliate were a signatory hereto. Any reference to End User throughout this Agreement shall include such End User Affiliate. For the purposes of this provision, “Affiliate” means any entity controlling, controlled by or under common control with End User.

2. TERM AND TERMINATION.

- a. Term. The term of this Agreement shall become effective as of the Effective Date above and shall continue until terminated by either Party in a manner and method as described herein. Provider will be the exclusive provider for the End User, except for services not obtained under this Agreement. End User and Provider agree to cooperate in good faith to expedite the implementation of End User’s account.
- b. Termination.
 - i. Termination For Cause. In addition to any and all other rights a Party may have available according to law, if a Party materially breaches this Agreement or defaults by failing to perform any provision, term or condition of this Agreement, the other Party may terminate the Agreement by providing written notice to the defaulting Party. This notice shall describe in detail the nature of the default. The Party receiving notice shall have thirty (30) days from the receipt of such notice to cure the default(s). Unless waived by the Party providing notice, the failure to cure the defaults shall result in termination of this Agreement. In addition, Provider has the right to immediately suspend Services to the End User if Provider reasonably believes End User is in violation of any applicable law or puts Provider in a risk of non-compliance with applicable international, state, local or federal law, including but not limited to, End User’s failure or refusal to sign any additional documentation Provider reasonably believes is necessary in order to maintain compliance with any applicable laws.

- ii. Termination for Convenience. Either Party may terminate this Agreement without cause or without penalty upon at least sixty (60) days' prior written notice of termination to the other.
- c. Either Party has the right to terminate this Agreement, effective upon written notice of the other Party, if (i) the other Party becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed or is not dismissed or vacated within 60 days after filing; or has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- d. Changes in Law/Regulatory Termination. In the event any law, regulation or rule is enacted or modified or there is any substantial change in the judicial or administrative interpretation of any existing law, regulation or rule that will materially and adversely affect either Party's ability to perform under this Agreement or to realize the intended benefits of this Agreement, the Parties will use their best efforts to modify this Agreement in a manner that will mitigate the effect of such change. If no reasonable modification or the Parties cannot mutually agree to an amendment, then either Party may terminate this Agreement by providing thirty (30) days' written notice.
- e. Inactivity. Any account that remains inactive for a period of twelve months may be deemed a termination by End User, and Provider may terminate the account.

3. PAYMENT AND BILLING.

- a. Invoicing. End User agrees to provide credit card or ACH banking information for recurring payment on services rendered at the rates stated in the Pricing Exhibit. Provider will use the payment information on file to initiate an automatic payment thirty (30) days after the invoice email date. Provider does not accept one-time or virtual credit cards to enroll in automatic payment. If Provider is unable to process payment using the credit card or ACH banking information provided, the account may be suspended by Provider until End User provides valid credit card or ACH banking information for recurring payment. All credit card payments are subject to a 3% service fee.
- b. Accounts with an outstanding balance forty (40) days after the due date may be placed on hold until the entire amount is paid in full. Should an account be suspended for non-payment, no additional requests will be processed until the balance due is paid in full or arrangements have been made with Provider's Accounts Receivable Department. End User shall pay interest at the rate of one and one-half percent (1 ½%) per month, or as allowed by law, on all unpaid and undisputed charges and any interest thereof, from the date such charges, or portions thereof, became due until paid.
- c. Statutory Fees. End User agrees to pay all third-party fees, charges or costs incurred by Provider in connection with the Services ("Statutory Fees"). Statutory Fees include, but are not limited to, charges, cost or access fees levied by federal, state, county or local courts, governmental agencies, law enforcement agencies, state departments of motor vehicles, educational institutions, schools, employer verifications, drug testing laboratories, third party collection sites or other information sources which are incurred by Provider in retrieving the results that will be included in the Consumer Report and in connection with the Services. End User understands that Statutory Fees are subject to change without prior notice due to changes by the applicable third party that is the source of the fee, but Provider will give notice of such change as promptly as practicable. End User acknowledges that Provider does not directly mark up the Statutory Fees but End User acknowledges and agrees that the Statutory Fees payable by End User are charged without volume or other commitment discounts that Provider may have or may receive as such are not guaranteed and subject to various contingencies that make them variable and uncertain at the time incurred.
- d. Taxes. All fees and charges for Services are exclusive of any sales or use taxes and other federal, state, municipal or governmental taxes or levies applicable to the sale or use of the Services hereunder or any addendum attached hereto now in force or enacted in the future. Where applicable, Provider will include such taxes on the invoice provided to End User, and End User shall pay any applicable taxes in accordance with the payment terms in this

Agreement. If End User is exempt from said taxes, End User will supply Provider with a tax exemption certificate acceptable to the taxing authorities.

- e. Cancellation. If End User elects to cancel a search after the request has been submitted to Provider, End User will be charged for any search that has been sent to research or has been completed on behalf of End User prior to the End User notifying Provider of the cancellation.

4. **CONFIDENTIALITY AND INFORMATION SECURITY.**

- a. Confidential Information. As part of carrying out a Party's obligations under this Agreement, either Party ("Disclosing Party") may make available to the other Party ("Receiving Party") certain Confidential or Proprietary Information ("Confidential Information"). Confidential Information means any and all non-public information provided by or on behalf of the Disclosing Party, including without limitation, financial information, commercial information, technical data, proprietary data, sales or pricing information, future products or Services, employee information, including personal identifying information of Consumers, software, trade secrets, processes, procedures, know-how, the Consumer Report, and any other information that may be reasonably deemed confidential regardless if said information is marked confidential or the method of disclosure (oral, written, visual or otherwise). Confidential Information shall not include any information disclosed by the Disclosing Party that i) is or becomes publicly available other than as a result of the Receiving Party's breach hereof, (ii) was in the Receiving Party's possession prior to its receipt hereunder from the Disclosing Party, (iii) is independently developed by the Receiving Party without breach hereof, or (iv) is disclosed to the Receiving Party by a third party rightfully in possession of such information who is not otherwise subject to an obligation to keep such information confidential.
- b. Non-Disclosure. Except as required by law, the Receiving Party agrees: (i) to keep all Confidential Information in strict confidence; (ii) to take all reasonable precautions to protect the Confidential Information; (iii) to not use any Confidential Information except as necessary for the performance of its obligation under this Agreement; (iv) to not disclose any Confidential Information to any third party, except as necessary for the performance of the Parties' obligations hereunder, but only if the third party has agreed to confidentiality and non-disclosure provisions as required herein; and (v) will not reverse engineer or disassemble any products, technology or reports that contain such Confidential Information. Notwithstanding the foregoing, Provider is not (i) restricted from disclosing to a Consumer their Consumer Report or Consumer file as required by applicable law or (ii) restricted from providing any Confidential Information as necessary to conduct the Consumer Report.
- c. Notice to Employees or Representatives. Receiving Party shall notify all of its employees, agents and other approved representatives who require access to Confidential Information of the obligations of confidentiality contained herein. Receiving Party shall be responsible for any breaches of this Confidentiality Agreement by any person or entity to which it provides or makes available Confidential Information received hereunder.
- d. In the event the Receiving Party is required by applicable law, regulation or other legal process to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice in order to enable the Disclosing Party to object to the disclosure or seek the appropriate protective order.
- e. Remedies. The Receiving Party agrees that the Disclosing Party will suffer irreparable harm or injury and the remedies available at law may not be adequate to redress such harm and injury. Accordingly, the Receiving Party agrees that the Disclosing Party shall be entitled to temporary or permanent injunctive relief to prevent or discontinue such disclosures without the necessity of proving damages or posting bond.
- f. Information Security. Each Party understands that the performance of the Services in this Agreement requires the transfer of personal identifying information and other personal information pertaining to a Consumer. The Parties agree to implement administrative, physical and technical safeguards to protect such Personal Information, Services and the Consumer Report(s) from unauthorized access, acquisition, disclosure, destruction, alteration, loss, misuse or damage that are no less rigorous than generally accepted industry standards and shall ensure that all safeguards including the manner in which Personal Information is disclosed, shared, stored, used, processed and disposed of

comply with the applicable data protection and privacy laws. End User agrees to the requirements contained in Exhibit A ("Access Security and Data Disposal Requirements").

5. **DATA OWNERSHIP.** End User acknowledges that Provider has pre-existing property rights in certain materials and software that Provider uses in performing the Services ("Provider's Property"). All title, ownership and intellectual property rights of the Provider's Property shall remain the property of Provider and/or its licensors or suppliers. Provider hereby grants End User a limited, non-exclusive, non-transferable, revocable license to access Provider's Property during the term of this Agreement as necessary to achieve the purpose of this Agreement and access the Consumer Report. End User shall retain the perpetual right to maintain its copies of Consumer Reports in accordance with and subject to this Agreement. Any Consumer data and/or personal identifying information provided by End User to Provider and used by Provider directly or indirectly in the performance of this Agreement shall remain at all times the property of End User. Following the termination of this Agreement, End User will be provided a reasonable opportunity to (i) download for its records any Consumer Reports or other data contained in the Provider's Property or (ii) obtain from Provider, in a mutually agreed upon format, at Provider's then current fees, copies of the End User's Consumer Reports or other data. Thereafter, Provider will have no responsibility to End User to maintain copies of the Consumer Reports, except in order to comply with Provider's legal and contractual obligations and in accordance with its internal data retention policy.
6. **AUDIT.** End User agrees to cooperate with Provider and/or Provider's data supplier to assure compliance with the terms of this Agreement. Provider retains the right, at its own expense and upon reasonable notice, to examine and request copies of the authorization, disclosure or consents signed by the End User's applicant, employee or Consumer; the adverse action notifications; or any other legally required documents to ensure End User is complying with the FCRA and other state or local regulations. Such audit may also verify that basic company information has not changed, the permissible purpose for procuring the Consumer Report is still valid, and that the appropriate data and security certifications are being maintained. Breaches of this Agreement and/or reasonable belief by Provider that End User is in violation of applicable law or otherwise places Provider at risk of non-compliance with applicable law(s), including data security laws, may result in immediate suspension and/or termination of the Services. In addition to the foregoing, any breaches and violations of service usage as alleged by one of Provider's data providers may be subject to corrective action to include suspension and/or termination of those Services.
7. **WARRANTY.**
 - a. **Mutual Warranties.** Each Party represents and warrants to the other that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (ii) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; (iii) the execution of this Agreement by its representative who has knowledge of the facts certified and whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (iv) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
 - b. **Provider's Warranty.**
 - i. Provider acknowledges that it will provide Services to End User consistent with generally accepted and reasonable industry standards in obtaining information from third parties and will further comply with its responsibilities under the Fair Credit Reporting Act and other applicable laws. End User expressly acknowledges and agrees that it is responsible for determining if its use of the system, Services, reports, and data offered by and through Provider is compliant with End User's responsibilities under applicable laws, and Provider is making no representation that End User's use of the Services are compliant with applicable laws. End User acknowledges that the information compiled in the Report may have been derived from third parties, including but not limited to, third party databases, records, individual references, educational institutions and/or governmental agencies and records, and the information maintained by those third parties may not be under the control of Provider and is being provided "AS IS". As such, Provider cannot be a guarantor of such information.
 - ii. **Education and Materials.** End User understands that any templates, compliance updates, education, best practices, recommendations, conversation or communication with Provider are not to be considered a legal

opinion. End User understands that Provider may provide samples of certifications, consumer consents, forms, notices, summary of rights, disclosures, authorizations, pre- adverse action letters or other materials or information (hereinafter referred to as “Material”) which End User may find helpful in meeting its obligations under the FCRA and other applicable state or local laws. Provider fully disclaims any and all liability relating to the content compliance or effectiveness of any such Material or education. End User acknowledges and agrees: (a) any provision of Material provided by Provider relating to the FCRA or other applicable laws is provided for informational purposes only and does not constitute legal advice and should not be considered legal opinion; and (b) neither the End User Agreement nor any Material provided by Provider purport to reflect the totality of the End User’s legal obligations with respect to the procurement and use of Consumer Reports. Provider may provide administrative services on behalf of End User and as directed by End User to assist End User with providing and collecting the appropriate Materials. End User understands that this service is purely administrative and clerical, and Provider does not make any representation or warranty regarding this administrative service, except that Provider will provide the Material as directed in the Compliance Packet.

iii. Adjudication. End User understands that Provider’s Risk Reduction Technology (adjudication scoring), if provided, is solely as a convenience to End User. Provider may score Consumer Reports based on criteria established and provided by End User (“Criteria”). Provider makes no representation regarding the legality or appropriateness of the Criteria. Adjudication services rendered by Provider are purely clerical in nature and shall be performed by Provider on behalf of End User. All decisions, including hiring, contracting, site access, promotion or otherwise, are made solely by the End User and not by Provider. End User shall ensure all statuses are appropriately reviewed and changed, in particular any “Needs Review” will be appropriately changed within thirty (30) days.

c. End User. End User represents that it has or will consult with its own legal or other counsel regarding all obligations under the FCRA or other laws, including (1) required notices and forms and to ensure that End User is complying with any and all applicable federal, state, and local law or regulation; (2) overall screening program compliance; and (3) the use of background screening information, including but not limited to, the legality of using or relying on reported information. End User agrees that it is solely responsible for having adequate and legally compliant Materials/documents under applicable laws.

d. EXCEPT AS SPECIFICALLY STATED HEREIN, NO ORAL OR WRITTEN INFORMATION OR ADVICE NOR ANYTHING CONTAINED HEREIN SHALL CREATE A WARRANTY, AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE ACCURACY, VALIDITY, COMPLETENESS OR BREADTH AND DEPTH OF ANY INFORMATION PRODUCTS OR CONSUMER REPORTS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, CONDITIONS MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT OR NON-INFRINGEMENT OF THIRD PARTY.

8. **END USER REPRESENTATIONS AND OBLIGATIONS**. Any capitalized term in this Section shall have the meaning as contemplated in the FCRA.

a. Legal Compliance. End User shall comply with and will not violate any applicable federal, state, local and international laws and regulations applicable to End User in connection with its procurement and use of the Consumer Reports furnished by Provider, including but not limited to the FCRA, the Driver’s Privacy Protection Act (18USC § 2721 et seq., “DPPA”), the Gramm-Leach-Bliley Act, Title VII of the Civil Rights Act of 1964h, State and Federal EEOC compliance, the Americans with Disabilities Act (42 USC § 12101 et seq.), PIPEDA, the European General Data Protection Regulation (EU 2016/679, “GDPR”) or any local ordinances.

b. FCRA Certifications.

i. Permissible Purpose. End User hereby certifies that it has a permissible purpose under the FCRA to obtain the Consumer Report and that the Consumer Report will only be used for the following permissible purpose and certifies it will not be used for any other purpose.

1. End User’s permissible purpose is employment purposes, as defined in the FCRA, including evaluating a Consumer for employment, promotion, reassignment or retention as an employee.

- ii. Disclosure and Authorizations. Prior to End User requesting a Consumer Report and/or Investigative Consumer Report for employment purposes, End User certifies that for every Consumer Report:
 - 1. a clear and conspicuous disclosure will be provided to the Consumer before the report may be obtained for employment purposes, in a document that consists solely of the disclosure, and such disclosure comports with all the requirements identified in the FCRA as well as any applicable state or local laws;
 - 2. the Consumer has authorized in writing the procurement of the report by Provider; and
 - 3. the information from the report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation;
 - 4. the report will not be ordered prior to the time allowed under any applicable federal, state or local restriction, commonly referred to as “ban-the-box” laws.
 - iii. Pre-Adverse Action. End User further certifies if it wants to deny the Consumer employment or otherwise take any adverse action, based in whole or in part on the information or products provided by Provider, End User will comply with the FCRA and will:
 - 1. Before taking any adverse action, provide the Consumer with (a) a pre-adverse action notice, which includes Provider’s information; (b) a copy of the Consumer Report; (c) description in writing, of the rights of the Consumer entitled: “A Summary of Your Rights Under the Fair Credit Reporting Act”; (d) any state, local or industry specific notices or requirements.
 - 2. Before taking any final adverse action, End User will give the Consumer reasonable time, after the copy of the report and FCRA Summary of Rights have been delivered, to dispute the accuracy and completeness of the information in the Consumer Report and will comply with all applicable laws.
 - iv. Adverse Action. If End User decides, after waiting the appropriate waiting period, to take adverse action with respect to the Consumer, End User certifies it will send the Consumer notice of the adverse action taken, including the statutorily required notices identified in section 615 of the FCRA, including (1) the name, address, and phone number of Provider, (2) a statement that Provider did not make any decision to the adverse action and cannot give any specific reasons for it, (3) a notice that the Consumer has the right to dispute the accuracy or completeness of the information contained in the Consumer Report, and (4) to obtain a free copy of the Consumer Report from Provider within sixty (60) days.
 - v. Investigative Consumer Report. End User further certifies that it will comply with FCRA §606 et seq. and will not request an Investigative Consumer Report as defined by the FCRA (report containing information on Consumer’s character, general reputation, personal characteristics, or mode of living through personal interviews), unless:
 - 1. It is clearly and accurately disclosed to the Consumer that an Investigative Consumer Report including information as to his character, general reputation, personal characteristics and/or mode of living may be made, and such disclosure is made in writing and includes a statement informing the Consumer of his rights to request additional disclosures of the nature and scope of the investigation and a written summary of rights; and
 - 2. In addition to the disclosure requirements identified above, if the Consumer makes a written request within a reasonable amount of time End User will provide: (1) information about whether an Investigative Consumer Report has been requested; (2) if an Investigative Consumer Report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) Provider’s contact information, including complete address and toll-free telephone number. This information will be provided to the Consumer no later than five (5) days after the request for such disclosure was received from the Consumer or such report was first requested, whichever is the latter.
 - vi. Continuing Certification. End User certifies that each and every time it places an order or requests a Consumer Report regardless of the ordering method, it is at the time of that order reaffirming its certifications contained in the foregoing sections (i)-(v).
- c. State Certifications. If applicable, End User agrees to the following:

- i. California Requirements. End User hereby certifies that it will comply with the Investigative Consumer Reporting Agencies Act (“ICRA”), California Civil Code Sections 1786 et seq., the Consumer Credit Reporting Agencies Act (“CCRAA”), and California Civil Code Sections 1785.1 et seq. if the End User is located in the State of California, and/or the End User’s request for and/or use of information products pertains to a California resident or worker.
- ii. Vermont Certification. If End User is a user of Vermont Consumer Reports, End User certifies that it will comply with the applicable provisions of Vermont law, including without limitation, Section 2480e of the Vermont Fair Credit Reporting Statute.
- d. Acknowledgment. End User certifies that it has received a copy of the Notice to Users of Consumer Reports (16 C.F.R. Part 601, Appendix C), as provided in Exhibit B, and agrees to abide by the requirements therein (either directly or through End User third party vendors), or the most current version issued by the Consumer Financial Protection Bureau (“CFPB”). End User further certifies it has received a copy of the Summary of Consumer’s Rights under the FCRA (16 C.F.R. Part 601, Appendix A), as provided in Exhibit C, and End User agrees to provide a copy, or the most current version issued by the CFPB, to the Consumer when required under applicable law.
- e. General Obligations for the use and security of Consumer Reports.
 - i. End User agrees that data obtained from Public Records and contained in a Consumer Report may not be used to threaten, intimidate, harass, or injure any individual, including sex offender registrants or family members.
 - ii. End User agrees not to resell, sub-license, deliver, display or otherwise distribute any of the information products as described in the Description of Service or as otherwise addressed herein, whether alone, in conjunction with End User own data, or otherwise, except as required by law or as consented to by the Consumer.
 - iii. End User agrees that it shall use the Consumer Reports for a one-time use, shall hold the report in strict confidence, and will not disclose it to any third parties that are not involved in the employment decision, except if required by law or other legal responsibility; however, End User may share the Consumer Report or portions thereof with a third party for legal, contractual or audit requirement provided End User has disclosed to Consumer that the report may be shared and the Consumer has authorized End User to do so. End User must obtain a certification from the third party that the third party will comply with applicable laws and any data, storage or confidentiality provisions contained herein prior to disclosing the Consumer Report.
 - iv. End User shall make commercially reasonable efforts to ensure that its designated and authorized users shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.
 - v. End User agrees to maintain copies of any written authorizations obtained by End User for at least five (5) years.
 - vi. End User understands that anyone who knowingly and willfully obtains information on a Consumer from a Consumer Reporting Agency under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both.
- f. Specific Product Requirements.
 - i. Requirements for Motor Vehicle Reports (MVRs) and Driving Record. If applicable, End User hereby certifies that Motor Vehicle Reports and/or Driving Records (“MVRs”) shall only be ordered in strict compliance with the Driver Privacy Protection Act (“DPPA”, at 18 U.S.C. § 2721 et seq.) and any related state laws. END USER further certifies that no MVRs shall be ordered without first obtaining the written consent of the Consumer to obtain MVRs.
 - ii. Requirements for Statewide/National Criminal Repository. In accordance with federal and state laws, End User agrees that if End User seeks to use a statewide criminal repository or national criminal search, and that report contains any adverse information, End User agrees to permit Provider to conduct a county level search to obtain the most up to date information. The information contained in statewide and national criminal repositories may not be complete, up-to-date, or accurate. Provider does not guarantee, warrant or assume any responsibility for the completeness, accuracy, or validity of the information contained in the statewide or national criminal repository.

- iii. International Records and Searches. End User understands that searches may be conducted through the services of a third-party international researcher, and by ordering such component, End User is hereby consenting to the use of the international researcher. Provider cannot be the insurer or guarantor of the accuracy of the information reported. End User therefore releases Provider and its affiliated companies, officers, agents, and employees from any liability in connection with erroneous information received as a result of any Non-US search, except to the extent it was directly caused by the gross negligence or willful misconduct of Provider.
- iv. DBS/DS/ANI. Where End User requests Provider to supply Information which Provider sources from the UK's Disclosure & Barring Service ("DBS"), Disclosure Scotland ("DS") and/or AccessNI ("ANI"), End User undertakes that, to the extent required of End User under applicable laws, it will: (i) observe and fully comply with the DBS / DS / ANI Code of Practice; (ii) only request the standard, enhanced or PVG checks for roles that meet the appropriate legislation; (iii) make all Consumers aware of the DBS / DS / ANI Code of Practice at the start of the recruitment process and make a copy available to any Consumer on request; (iv) have a satisfactory written policy on the recruitment of ex-offenders and issue a copy of that policy to all Consumers at the start of the recruitment process; (v) include a statement on its application forms or accompanying documentation that DBS / DS / ANI information on the Consumer will be requested in the event of the Consumer being offered a position; (vi) include a statement on its application forms or accompanying documentation that a criminal record will not necessarily be a bar to obtaining a position; (vii) have a written policy on the secure storage, handling, retention and disposal of information which Accurate sources from the DBS / DS / ANI; (viii) ensure that identity validation of Consumers is undertaken in accordance with DBS / DS / ANI guidelines; (ix) confirm that Provider or its data suppliers play no part in the recruitment decision; (x) assist Provider with any audit by DBS and/or will otherwise ensure that the End User is complying fully with the DBS / DS / ANI Code of Practice.
- v. Data Sources. Notwithstanding anything contrary in the Agreement, the data sources which make up the Services have been created and are maintained by others, including various data suppliers, the department of motor vehicles, employers, educational institutions, individual references or state and federal courts and other agencies which are not under the control of Provider. Therefore, Provider cannot guarantee that the information provided from these sources is absolutely accurate or current. Responsibility for the accuracy and the currency of the data rests solely with the various state agencies, data suppliers and other contributors who create and maintain said data sources. Provider utilizes Transunion, Equifax, Themis, and The Work Number as data suppliers for certain criminal, credit and employment components of the Consumer Report. In order to receive the data provided by these data providers, End User agrees to hold harmless and waive any claims against The Work Number, Transunion, Equifax, Themis and any future Provider data supplier relating to the accuracy or currency of the information contained in the data sources.
- vi. Privacy. The Parties agree to the following:
 1. End User agrees, to the extent that End User receives personal data from Provider which Provider has transferred, transfers, or causes or caused to be transferred to the United States from a third country with enhanced data protection laws, End User, in addition to complying with applicable law, shall: (1) use such personal data for the permissible purpose to which it has certified and in accordance with the terms of the notice provided to, and the consent obtained from, the individual to whom the personal data pertains; (2) take reasonable and appropriate measures to protect such personal data from loss, misuse and unauthorized access, disclosure, alteration and destruction, taking into due account the risks involved in the use of the data and the nature of the personal data; (3) use such personal data only in ways that are compatible with the purposes for which it has been collected or subsequently authorized by the individual; (4) provide individuals with access to such personal data and afford them the opportunity to correct, amend, or delete such personal data, except where the burden or expense of providing access would be disproportionate to the risks to the individual's privacy in the case in question, or where the rights of persons other than the individual would be violated; and (5) notify Provider if End User subsequently determines that it can no longer meet the aforementioned obligations and, in such case, shall either cease using the personal data or take other reasonable and appropriate steps to remediate the situation which prompted End User to provide such notice to Provider.
 2. To the extent that Provider, acting as a processor/agent for End User, receives personal data from End User that End User has transferred, transfers or causes to be transferred from a third country with enhanced data protection laws for Provider to process under the Agreement, Provider shall (1) process such personal data

only for the limited and specified purpose of carrying out its obligations under the Agreement as instructed by End User and otherwise as required by applicable law, (2) take reasonable and appropriate measures to protect such personal data from loss, misuse and unauthorized access, disclosure, alteration and destruction, taking into due account the risks involved in the use of the data and the nature of the personal data (3) cooperate with reasonable and appropriate steps by End User to ensure that Provider is processing the data consistent with End User's instructions under the applicable data protection laws, and (4) will notify End User if Provider subsequently determines it can no longer meet the obligations contained herein and will either cease processing the personal data or take other reasonable and appropriate steps to remediate the situation which prompted Provider to provide such notice to End User.

3. **Data Protection.** If End User places an order for personal data which must be transferred from a European Union member state, European Economic Area member state, Switzerland, or the United Kingdom, End User confirms and agrees that Provider is a "Processor" with respect to the personal data collected and processed at its discretion as the data "Controller." End User further agrees to use reasonable and adequate technical and organizational security measures to safeguard the information. In order to adduce adequate safeguards with respect to the protection of data, the Parties agree to the provisions specified in Exhibit D –Standard Contractual Clauses (Processors to Controllers) as well as the International Data Privacy Addendum to the EU Commission Standard Contractual Clauses (Attachment 1) and the Switzerland Data Protection Adaptation to the EU Commission Standard Contractual Clauses (Attachment 2).

- g. **Non-standard Processing.** End User has requested customized searches, products, and services beyond Accurate's standard product offerings ("Special Processing Services"). Descriptions and terms of Special Processing Services requested by End User are detailed in the Special Processing Services Exhibit.

9. INDEMNIFICATION.

- a. End User shall indemnify, defend and hold harmless Provider, its successors and assigns, officers, directors, employees, agents, vendors, credit bureaus and suppliers from and against any and all third-party claims, suits, proceedings, damages, costs, expenses (including without limitation reasonable attorneys' fees and court costs) arising from: i) End User's negligence, willful misconduct or intentional wrongdoing; ii) End User's violation of any of its responsibilities under any applicable federal, state or local law, ordinance or regulation or the End User's application of any law or legal interpretation thereof; iii) End User's Materials provided in connection with the Services under this Agreement; iv) the scope and comprehensiveness of the Consumer Report being requested; and v) End User's breach of any of its representations, warranties or certifications made in this Agreement, which may include Amendments thereto.
- b. Provider shall indemnify, defend and hold harmless End User, its successors and assigns, officers, directors, and employees, from third party claims, suits, proceedings, damages, costs, expenses (including without limitation reasonable attorneys' fees and court costs) arising from: i) Provider's willful misconduct or intentional wrong doing in the performance of its Services; and ii) any claim that the Provider's Services infringe or misappropriate any intellectual property right of third party.
- c. The Parties' intend for the indemnity obligations set forth above to apply even if a claim or loss arises in part by the Indemnified Party. In such event the Indemnifying Party's obligations shall be reduced in proportion to the contributing willful misconduct, negligence or other contributing fault of the Indemnified Party.
- d. The Indemnified Party shall give Indemnifying Party prompt written notice (a "Claim Notice") of any losses or discovery of facts on which Indemnified Party intends to base a request for indemnification. Indemnified Party's failure to provide a Claim Notice to Indemnifying Party does not relieve Indemnifying Party of any liability that Indemnifying Party may have to Indemnified Party except to the extent the Indemnifying Party is directly prejudiced as a result of the Indemnified Party's failure to give Claim Notice. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related losses (to the extent that the nature and amount of the losses are known at the time). Indemnified Party shall furnish promptly to Indemnifying Party copies of all papers and official documents received in respect of any losses. The Indemnifying Party will have control over the defense and settlement of any claim with counsel of its own choosing which is acceptable to the Indemnified Party, whose consent shall not be unreasonably withheld. The Indemnified Party shall have the right to participate, at its own expense and

with counsel of its choice, in the defense of any claim or suit that has been assumed by the Indemnifying Party. The Indemnified Party shall reasonably cooperate with the Indemnifying Party, at the Indemnifying Party's expense, in the defense of the claim. The Indemnifying Party shall not settle or compromise any claim which requires a finding or admission of fault without the prior written consent of the Indemnified Party, whose consent shall not be unreasonably withheld.

10. **LIMITATION OF LIABILITY.**

- a. TO THE FULLEST EXTENT UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOST REVENUES, INCOME, OPPORTUNITY, OR PROFIT) ARISING FROM PROVIDER SERVICES. WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. PROVIDER'S AGGREGATE LIABILITY, IF ANY, SHALL NOT EXCEED THE AMOUNT PAID BY END USER TO PROVIDER FOR THE SERVICES PERFORMED OVER THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. **MISCELLANEOUS.**

- a. Notices. Any notices relating to this Agreement must be in writing. Notice to the Parties will be sent to the Parties' respective principal business offices via private mail courier service, or registered or certified mail, postage prepaid, and will be deemed given on the date of delivery. Notices may be sent via email for expedited delivery, but a copy must also be sent using one of the afore-mentioned methods. Emails to Provider may be sent to legal@accurate.com. Emails to End User should be sent to humanresources@bozeman.net.
- b. Governing Law. This Agreement is entered into in the State of California and shall be governed by and construed according to the laws of the State of California without regard to any conflict of law provision. Any claims or proceedings shall be brought only in the State or Federal Courts sitting in Orange County, California and each Party consents to the exclusive jurisdiction of such court.
- c. Force Majeure. Neither Party is responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes, acts of God, states of emergency, and/or public health crises) that prevent it from meeting its obligations under this Agreement.
- d. Interpretation. This Agreement shall be construed as if it were jointly prepared. Both Parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of End User and an officer of Provider. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.
- e. Entire Agreement. This Agreement (which shall include all current and future exhibits hereto) and Scope of Work, if any, embodies the entire understanding between Provider and End User with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written relating thereto. If there are any conflicts between this Agreement and any Scope of Work, the terms and provisions in this Agreement shall prevail unless stated otherwise in the Scope of Work.
- f. Amendment. This Agreement may only be amended, modified or updated by mutual agreement of the Parties. Unless otherwise provided for in the relevant pricing exhibit or Scope/Statement of Work, Provider may change the price of the Service(s) with thirty (30) days written notice to End User. End User's use of the Service(s) after such thirty (30) day period shall constitute its agreement to such change(s), without prejudice to its right to terminate this Agreement as otherwise provided in this Agreement.
- g. Assignment. Neither Party shall assign this Agreement or any interest herein or allow the same to be assigned by operation of law or otherwise without the prior written consent of the other Party; provided however, Provider may transfer or assign this Agreement to any of its Affiliates or successor of all or substantially all of the assets of such Party through merger, reorganization, consolidation or acquisition. Any attempted assignment, transfer or other

conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

- h. Attorney's Fees. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to an award of reasonable attorneys' fees and costs. End User's obligation to pay invoiced amounts is not subject to any offset, defense, or counterclaim.
- i. Waiver. No delay or omission by either Party in exercising any right, power or remedy hereunder or otherwise afforded by contract, at law, in equity or by statute, shall constitute an acquiescence therein, impair any other right, power or remedy hereunder, or otherwise afforded by contract, at law in equity or by statute, or operate as a waiver of such right, power or remedy.
- j. Severability. If any one or more of the provisions contained in this Agreement or any applicable Participation Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision of this Agreement or any applicable Participation Agreement, but it shall be construed as if such invalid, illegal or unenforceable provision had never been contained in the applicable Agreement or Participation Agreement.
- k. Relationship of the Parties. It is understood and agreed to by the Parties that they are independent entities, and nothing contained herein, or any Addendum hereto, shall be construed as creating a joint venture, partnership, licensor-licensee, principal-agent, master-servant, employer-employee, mutual agency relationship or association between or among the Parties.
- l. Electronic Signature. This Agreement may be executed through the use of electronic signature, which each party acknowledges is a lawful means of obtaining signatures. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement.
- m. Survival of Terms. The rights and obligations of the Parties which by their nature survive, shall survive this Agreement. Specifically, all obligations to indemnify a Party shall survive the termination or expiration of this Agreement and any security or confidentiality provisions.

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IN WITNESS WHEREOF, the Parties executed this End User Agreement on the dates indicated below.

City of Bozeman
“End User” *(Company Name)*

Signature:

Name:

Title:

Date:

Accurate Background, LLC
“Provider”

Signature:

Name:

Title:

Date:

Exhibit A – Access Security and Data Disposal Requirements

For the purposes of this Exhibit, the term “Authorized User” means an End User employee that the End User has authorized to order and/or access the Services and who is trained on the End User obligations under this Agreement with respect to the ordering and use of the Services.

With respect to handling Consumer Reports from Provider, End User will:

1. Ensure that only Authorized User can order or have access to the Services. Any hard copies are securely stored in a locked cabinet. Each Authorized User must have his own individual and unique login to access the Services.
2. Ensure that Authorized Users do not order Consumer Reports for personal reasons or provide them to any third party except as permitted by the Agreement.
3. Ensure that all devices used by End User to order or access the Services are accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures.
4. Take all necessary measures to prevent unauthorized ordering of or access to the Services by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the user IDs, and any passwords End User may use, to those individuals with a need to know.
5. If End User electronically sends, transfers or ships any Consumer Reports, End User shall encrypt the Consumer Report using the following minimum standards, which standards may be modified from time to time by End User: Advanced Encryption Standard (AES), minimum 128-bit key, encrypted algorithms.
6. Monitor compliance with the obligations of this Agreement, and immediately notify Provider if End User suspects or knows of any unauthorized access or attempt to access the Services, including, without limitation, a review of each End User invoice for the purpose of detecting any unauthorized activity.
7. Use commercially reasonable efforts to assure data security when disposing of Consumer Reports or records obtained from Provider. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of End User activities (e.g. the Federal Trade Commission) applicable to the disposal of Consumer information or records. End User will either shred or otherwise permanently destroy all hard copies of Consumer Reports when no longer needed. End User will erase and overwrite or scramble any electronic files containing any Consumer Reports and Consumer information when no longer needed and in accordance with applicable laws.

EXHIBIT B – Notice to Users of Consumer Reports

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer’s right to obtain a free disclosure of the consumer’s file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer’s right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer’s written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer’s alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when

the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be **148**

done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)

- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681
Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681cA
Section 605B	15 U.S.C. 1681cB
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681l
Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u

Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y

EXHIBIT C – Summary of Consumer’s Rights under the FCRA

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-567-8688.
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552 b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act. c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group P.O. Box 53570 Houston, TX 77052 b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 c. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Financial Protection 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Assistant General Counsel for Office of Aviation Consumer Protection Department of Transportation 1200 New Jersey Avenue SE Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Public Assistance, Governmental Affairs, and Compliance Surface Transportation Board 395 E Street SW Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Division Regional Office
6. Small Business Investment Companies	Associate Administrator, Office of Capital Access United States Small Business Administration 409 Third Street SW, Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street NE Washington, DC 20549
8. Institutions that are members of the Farm Credit System	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357

EXHIBIT D

STANDARD CONTRACTUAL CLAUSES

Processor to Controller

SECTION I

Clause 1

Purpose and scope

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) ⁽¹⁾ for the transfer of personal data to a third country.
- (b) The Parties:
 - (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter ‘entity/ies’) transferring the personal data, as listed in Annex I.A (hereinafter each ‘data exporter’), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each ‘data importer’)have agreed to these standard contractual clauses (hereinafter: ‘Clauses’).
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these

¹ Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC ([OJ L 295, 21.11.2018, p. 39](#)), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.

Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8.1 (b) and Clause 8.3(b);
 - (iii) N/A
 - (iv) N/A
 - (v) Clause 13;
 - (vi) Clause 15.1(c), (d) and (e);
 - (vii) Clause 16(e);
 - (viii) Clause 18.
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 – Optional

Docking clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

- (a) The data exporter shall process the personal data only on documented instructions from the data importer acting as its controller.
- (b) The data exporter shall immediately inform the data importer if it is unable to follow those instructions, including if such instructions infringe Regulation (EU) 2016/679 or other Union or Member State data protection law.
- (c) The data importer shall refrain from any action that would prevent the data exporter from fulfilling its obligations under Regulation (EU) 2016/679, including in the context of sub-processing or as regards cooperation with competent supervisory authorities.
- (d) After the end of the provision of the processing services, the data exporter shall, at the choice of the data importer, delete all personal data processed on behalf of the data importer and certify to the data importer that it has done so, or return to the data importer all personal data processed on its behalf and delete existing copies.

8.2 Security of processing

- (a) The Parties shall implement appropriate technical and organisational measures to ensure the security of the data, including during transmission, and protection against a breach of security leading to accidental

or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter ‘personal data breach’). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature of the personal data ⁽²⁾, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects, and in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

- (b) The data exporter shall assist the data importer in ensuring appropriate security of the data in accordance with paragraph (a). In case of a personal data breach concerning the personal data processed by the data exporter under these Clauses, the data exporter shall notify the data importer without undue delay after becoming aware of it and assist the data importer in addressing the breach.
- (c) The data exporter shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

8.3 Documentation and compliance

- (a) The Parties shall be able to demonstrate compliance with these Clauses.
- (b) The data exporter shall make available to the data importer all information necessary to demonstrate compliance with its obligations under these Clauses and allow for and contribute to audits.

Clause 9

Use of sub-processors

N/A

Clause 10

Data subject rights

The Parties shall assist each other in responding to enquiries and requests made by data subjects under the local law applicable to the data importer or, for data processing by the data exporter in the EU, under Regulation (EU) 2016/679.

Clause 11

Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

² This includes whether the transfer and further processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person’s sex life or sexual orientation, or data relating to criminal convictions or offences.

[OPTION: The data importer agrees that data subjects may also lodge a complaint with an independent dispute resolution body ⁽³⁾ at no cost to the data subject. It shall inform the data subjects, in the manner set out in paragraph (a), of such redress mechanism and that they are not required to use it, or follow a particular sequence in seeking redress.]

Clause 12

Liability

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.
- (c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

Clause 13

Supervision

N/A

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

(where the EU where the EU processor combines the personal data received from the third country-controller with personal data collected by the processor in the EU)

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that

³ The data importer may offer independent dispute resolution through an arbitration body only if it is established in a country that has ratified the New York Convention on Enforcement of Arbitration Awards.

laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards⁽⁴⁾;
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer

⁴ As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

(where the EU processor combines the personal data received from the third country-controller with personal data collected by the processor in the EU)

15.1 Notification

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the

request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data collected by the data exporter in the EU that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall immediately be deleted in its entirety, including any copy thereof. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal

data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of a country allowing for third-party beneficiary rights. The Parties agree that this shall be the law of the United States of America (*specify country*).

Clause 18

Choice of forum and jurisdiction

Any dispute arising from these Clauses shall be resolved by the courts of the United States of America (*specify country*).

APPENDIX

EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

ANNEX I

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Name: City of Bozeman

Address: 121 North Rouse Avenue, Bozeman, Montana 59715, United States

Contact person's name, position and contact details:

Contact Name: Scott McMahan

Contact email: humanresources@bozeman.net

Contact Job Title: IT Director

Activities relevant to the data transferred under these Clauses:

The processing of data under these clauses may include the following activities: collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

By signing we also agree to be bound by the International Data Privacy Addendum to the EU Commission Standard Contractual Clauses and the Switzerland Data Protection Adaptation to the EU Commission Standard Contractual Clauses.

Signature:

Date:

Role: controller

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: Accurate Background, LLC

Address: 200 Spectrum Center Dr., Suite 1100, Irvine, CA 92618, USA

Contact person's name, position and contact details: Tiffany Willis; VP, Legal; Privacy@accurate.com

Activities relevant to the data transferred under these Clauses:

The processing of data under these clauses may include the following activities: collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

By signing we also agree to be bound by the International Data Privacy Addendum to the EU Commission Standard Contractual Clauses and the Switzerland Data Protection Adaptation to the EU Commission Standard Contractual Clauses.

Signature:

Date:

Role: processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Personal data concerning the following categories of data subjects: current employees, job applicants, contractors, subcontractors and/or temporary employees.

Categories of personal data transferred

The personal data transferred concern the following categories of data:

- Identification data - name, internal ID number, government-issued identification numbers (where authorized by the law of the data exporter);
- Contact information - home and business addresses, phone number, fax, mobile devices and email addresses;
- Personal information - birth date;
- Criminal record - file number, file date, charges, level of charge, disposition and sentence (if any);
- Social Security Number (or equivalent);
- Driver's history - driver's license and state of issuance (or equivalent);
- Credit history information - places of employment and prior address, credit account types, terms, amounts past due, loan types, balances, public records, high credit, dates opened and closed, payment patterns, credit limits and modes of payment;
- Education information - diploma earned, major, degree(s) earned and graduation; dates related to attendance; and
- Employment information - previous and current employers, dates of employment, position held, salary and eligibility to rehire.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Criminal convictions

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Processing shall occur continuously for the term of the agreement.

Nature of the processing

Supplier receives information from third parties and assembles the relevant data into employment screening reports.

Purpose(s) of the data transfer and further processing

Supplier provides employment screening reports for Controller to evaluate for employment decisions.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Data will be securely stored for the length of time it is needed and as allowed by law.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Sub-processors fulfil orders based on the same subject matter, nature, and duration of processing as the above identified descriptions.

Attachment 1

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

VERSION B1.0, in force 21 March 2022

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

Table 1: Parties

Start date		
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Full company legal name: Details listed in Annex IA Trading name (if different): _____ Main address (if a company registered address): Details listed in Annex IA Official registration number (if any) (company number or similar identifier): _____	Full company legal name: Accurate Background, LLC Trading name (if different): N/A Main address: 200 Spectrum Center Dr., Suite 1100, Irvine, CA 92618 Official registration number (if any) (company number or similar identifier): N/A
Key Contact	Full Name of contact person (optional): Details listed in Annex IA Job Title: Details listed in Annex IA Contact details including email: Details listed in Annex IA	Full Name of contact (optional): Tiffany Willis Job Title: VP, Legal Contact details including email: Privacy@accurate.com
Signature (if required for the purposes of Section 2)	See Annex 1A of the EU SCC.	See Annex 1A of the EU SCC.

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs		☐ _The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: Reference (if any): Other identifier (if any): Or ☒ X the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:						
		Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
		1 C.toC.	No					
		2 C.toP.	No					
		3 P.toP.	No					
4 P.toC.	Yes	No	No			Yes		

Table 3: Appendix Information

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: Accurate Background, LLC and City of Bozeman

Annex 1B: Description of Transfer: As detailed and agreed in Annex 1B of the EU SCC

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:

- Accurate employs commercially reasonable security and technical measures to adequately protect the data received, stored and transmitted as set forth in the underlying Agreement and including establishing a security program that includes appropriate administrative, technical and physical safeguards and other security measures that are designed to: (a) ensure the security and confidentiality of Personal Information; (b) protect against any anticipated threats or hazards to the security, confidentiality and integrity of Personal Information; and (c) protect against unauthorized

access to or use of Personal Information that could result in the destruction, use, modification or disclosure of Personal Information.

- Accurate will regularly monitor the effectiveness of its safeguards, controls, systems and procedure. Accurate will periodically identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of the Personal Information, and ensure that these risks are addressed;
- Accurate will ensure that Accurate and its employees abide by all reasonable privacy, confidentiality, information security and disaster recovery policies.
- Accurate will maintain a secure network through the utilization of industry standard and appropriate encryption technology while transferring Personal Information or Data.
- Accurate will store all Personal Information in an encrypted format utilizing industry standard encryption technology and provide security key management and other facilities to ensure that encrypted Personal Data is not lost or irretrievable should the encryption keys become unavailable.
- Accurate will maintain an adequate firewall with access control restricted to that which is required for authorized use of the system and applications.
- Accurate will have appropriate physical security to prevent unauthorized access to any device used for access to systems that process, store or transmit Personal Information.
- Accurate will maintain an appropriate Data Destruction/Retention Policy, Incident Response Plan, Disaster Recovery Plan and/or a Business Continuity plan.

Annex III: List of Sub processors (Modules 2 and 3 only): N/A

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: ☒ X Importer ☒ X Exporter ☐ neither Party
--	--

Part 2: Mandatory Clauses

Entering into this Addendum

1. Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
2. Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

Interpretation of this Addendum

3. Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

Addendum	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
Addendum EU SCCs	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.
Appendix Information	As set out in Table 3.
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 28 January 2022, as it is revised under Section 18.
Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
ICO	The Information Commissioner.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.

7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

Incorporation of and changes to the EU SCCs

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
 - a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
 - b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
 - c. this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
 - a. References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;
 - b. In Clause 2, delete the words:

"and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679";
 - c. Clause 6 (Description of the transfer(s)) is replaced with:

"The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer.";
 - d. Clause 8.7(i) of Module 1 is replaced with:

"it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer";

- e. Clause 8.8(i) of Modules 2 and 3 is replaced with:

“the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;”
- f. References to “Regulation (EU) 2016/679”, “Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)” and “that Regulation” are all replaced by “UK Data Protection Laws”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws;
- g. References to Regulation (EU) 2018/1725 are removed;
- h. References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with the “UK”;
- i. The reference to “Clause 12(c)(i)” at Clause 10(b)(i) of Module one, is replaced with “Clause 11(c)(i)”;
- j. Clause 13(a) and Part C of Annex I are not used;
- k. The “competent supervisory authority” and “supervisory authority” are both replaced with the “Information Commissioner”;
- l. In Clause 16(e), subsection (i) is replaced with:

“the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;”
- m. Clause 17 is replaced with:

“These Clauses are governed by the laws of England and Wales.”;
- n. Clause 18 is replaced with:

“Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”; and
- o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

Amendments to this Addendum

- 16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.
- 17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 18. From time to time, the ICO may issue a revised Approved Addendum which:
 - a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
 - b. reflects changes to UK Data Protection Laws;

The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 “Ending the Addendum when the Approved Addendum changes”, will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:
- a its direct costs of performing its obligations under the Addendum; and/or
 - b its risk under the Addendum,
- and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.
20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.

Attachment 2

Switzerland Data Protection Adaptation to the EU Commission Standard Contractual Clauses

The Federal Act on Data Protection of 19 June 1992 (Switzerland) and its ordinances ("FADP").

For the purpose of transfers of personal data, the EU Standard Contractual Clauses will be used for transfers of Swiss Personal Data to Non-Adequate Countries as recognized by the European Commission. Until such time that Switzerland revises the Swiss Data Protection Act, Personal Data under Swiss data protection law shall refer to both the personal data of individuals as well as that of legal entities, and the Data Exporter is responsible for complying with the Notification Obligation (Art. 6 para. 3 DPA) regarding use of the EU SCC as adapted to Swiss data protection law. For Personal Data transfers subject exclusively to FADP:

1. The Federal Data Protection and Information Commissioner ("FDPIC") shall act as the competent supervisory authority (any reference to supervisory authorities under Clause 13 and as set out in Annex I.C of the EU SCCs shall mean the FDPIC and references to the GDPR are understood to be references to FADP).
2. For transfers of Personal Data subject to the EU Standard Contractual Clauses, Data Subjects in Switzerland are not excluded from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the EU SCC.

COUNTERPARTY INFORMATION**REGISTERED NAME:**City of Bozeman

121 North Rouse Avenue, Bozeman, Montana 59715, United States

Principal Company Name and Address**Updated Company Name (if applicable):** City of Bozeman

Street Address: 121 N Rouse Ave

City: Bozeman

State or Province: MT

Postal Code: 59715

Country: USA

BILLING INFORMATION

Billing Contact Name: Human Resources Department

Billing Job Title: Human Resources

Billing E-mail: humanresources@bozeman.net

Billing Telephone: 406-582-2970

BILLING ADDRESS IF DIFFERENT FROM COMPANY ADDRESS:

Billing Street Address: PO Box 1230

City: Bozeman

State or Province: MT

Postal Code: 59715

Billing Country: USA

COMPANY INFORMATION

Type of Company: Other

State/Province/Country of Incorporation: Montana

Tax ID or Country ID number: 81-6001238

Year of startup or incorporation: 1883

Memorandum

REPORT TO: City Commission

FROM: Bob Murray, Project Engineer
Nicholas Ross, Director of Transportation and Engineering

SUBJECT: Authorize City Manager to sign Amendment No.2 with Morrison Maierle for the North 27th Avenue (Baxter to Cattail) Improvements Project.

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize City Manager to sign Amendment No.2 with Morrison Maierle for the North 27th Avenue (Baxter to Cattail) Improvements Project.

STRATEGIC PLAN: 4.3 Strategic Infrastructure Choices: Prioritize long-term investment and maintenance for existing and new infrastructure.

BACKGROUND: Attached is a copy of the Amendment No. 2 with Morrison Maierle for the North 27th Avenue (Baxter to Cattail) Improvements Project. The document is in the City's standard format.

During the final design stage of the project, there have been a number of items added to the scope of work not included in the consultant's original contract. This amendment covers the cost of those additional items.

Subsurface utility locates were completed at the intersection of Baxter and 27th. New signal pole bases need to be installed at the intersection, so the locates were performed to determine the exact location and depth of the utilities in the intersection to avoid costly conflicts during construction.

The consultant completed right of way acquisitions for a number of properties along the corridor. The negotiations for these took more time and effort than was anticipated. This was primarily due to the demands and timeliness of the landowners in providing the easements which was out of the control of the consultant.

Inclusion of an RRFB (Rectangular Rapid Flashing Beacon) was added to the crosswalks on the roundabout at Cattail and 27th. The initial scope did not include these because it will be a single lane roundabout. The lack of pedestrian crossing aids has been a common complaint at roundabouts, so it was added as an additional safety measure here.

Finally, irrigation and landscaping plans were added for the corridor. This

includes the boulevard area as well as the median. The initial scope just included placing topsoil and seed in these areas.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by the City Commission.

FISCAL EFFECTS: \$75,957.00 from the Street Impact Fee Fund (SIF118). The project is included in the FY25 approved budget at \$8,611,200.

Attachments:

[N 27th PSA Amendment 2 V3.pdf](#)

Report compiled on: September 3, 2025

AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR
N 27th Avenue (Baxter Lane to Cattail Street)

MMI. No. 0417.096

THIS IS AN AGREEMENT made as of _____, 2025, between **THE CITY OF BOZEMAN, a Municipal Corporation, P.O. Box 1230, Bozeman, Montana, 59771 (OWNER)** and **Morrison-Maierle, Inc., 2880 Technology Blvd West, Bozeman, Montana, 59718 (ENGINEER)**.

WHEREAS the parties previously entered into a Professional Services Agreement dated April 2, 2024, herein referred to as the Original Agreement, for professional engineering services for the N 27th Avenue (Baxter Lane to Cattail Street) Project; and

WHEREAS, the scope of the Original Agreement included services for the pre-design services for the Project; and

WHEREAS, Amendment No. 1, dated April 1, 2025, was added to include preliminary and final design services for the Project; and

WHEREAS, the parties desire to amend the Agreement to include additional services associated with the preliminary and final design services for the Project.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, the parties agree as follows:

The conditions and provisions set forth in the attached EXHIBIT C-3 – Scope of Work – Preliminary and Final Design Services – Additional Services and EXHIBIT D-3 ENGINEERING FEE ESTIMATE-ADDITIONAL SERVICES are hereby incorporated in and made part of this Agreement.

Article 1 - Engineering Services

Section 1.4 is added to the Original Agreement as follows:

1.4 Additional services related to preliminary design and final design engineering services for the project are added to the scope of work. Refer to Exhibit C-3.

Article 6 - Compensation For Engineering Service

Article 6.3 is added as follows:

6.3 **LUMP SUM AGREEMENT FOR BASIC SERVICES AND EXPENSES OF ENGINEER**

6.3.1 Payment. The OWNER shall for design phase services performed as Basic Engineering Services under section 1.4 of this Agreement pay a total sum in the amount of \$ 75,957.00 for such services.

6.3.2 Payment Schedule. Total cumulative payments for the design phase engineering services (section 1.4) shall not exceed the following ceilings:

\$ 68,361.00 (90% of design fee) until the Preliminary Plans and Specifications have been submitted to the OWNER.

\$ 75,957.00 (100% of design fee) until the Final Plans and Specifications are accepted by the OWNER.

6.3.3 General. Engineer shall submit monthly statements for services rendered. The statements shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing, subject to any limitations on Payments based on completion of tasks or specific retainage requirements pursuant to the payment provisions of this Agreement.

6.3.4 Reimbursable Expenses. Only those expenses specifically identified for payment under section 6.2 of this Agreement are reimbursable. All other design related expenses are included in the Lump Sum Payment for the Basic services (4.1 through 4.3) and are not separately reimbursable. Additional Services specifically identified under the scope of design services for payment under 6.1 are not separately reimbursable.

Except as specifically amended herein, the Original Agreement shall remain in full force and effect and the parties shall be bound by all terms and conditions therein.

In witness whereof, the Parties hereto do make and execute this Agreement.

CITY OF BOZEMAN, MONTANA

MORRISON-MAIERLE, INC.

BY: _____
(City Manager)

BY: Travis Eickman, PE
(Vice-President)

DATE: _____

DATE: _____

ATTEST:

BY: _____
(City Clerk)

EXHIBIT C-3

North 27th Avenue (Baxter to Cattail)

Scope of Work – Preliminary and Final Design Services

Additional Scope

August 21, 2025

Task 2.15 – Project Management

This task includes general project management for this phase of the project.

Task 2.16 – Subsurface Utility Locates

This task includes coordination and subcontract work for locating potential utility conflicts for the N 27th/Baxter Lane Signal poles. Subtasks include the following:

- Utility locate coordination and communication with utility companies
- Coordination with Sime Construction and Sime Construction work for vacuum excavation services
- Field survey work to collect data
- Processing field data and update the base map for design purposes.

Task 2.17 – Additional Right of Way Effort

This task includes additional effort for working with adjacent landowners regarding right of way and easements.

Task 2.18 – RRFB System for Roundabout

This task includes design of the RRFB System for the roundabout. Subtasks include the following:

- Coordination for locating RRFB and associated modifications to the other plan sheets.
- Electrical design and associated tasks as outlined in the Robert Peccia & Associates Scope

Task 2.19 – Landscaping Design

This task includes landscaping design for medians and boulevards. Subtasks include the following:

- Coordination with other components of the project.
- Landscaping design and associated tasks as outlined in the Robert Peccia & Associates Scope

Task 2.20 – Irrigation Design

This task includes irrigation design for medians and boulevards. Subtasks include the following:

- Coordination with other components of the project.
- Irrigation design and associated tasks as outlined in the Robert Peccia & Associates Scope

Task 2.21 – Final Construction Documents

This task includes effort associated with final document preparation and production of additional plans sheets and specification sections.

Task 2.22 – Quality Assurance

This task includes budget for senior staff to provide quality assurance reviews of the work products.

END

Attachment – Robert Peccia and Associates July 8, 2025 - Scope and Fee Proposal

EXHIBIT D-3 - Engineering Fee Estimate
North 27th Ave (Baxter to Cattail) - Preliminary and Final Design Services - Additional Services

		TASK EXPENSES	TOTAL HOURS	SUPERVISING ENGINEER III	STAFF HOUR ESTIMATE			DESIGN ENGINEER II	ENGINEER INTERN II	ENGINEER INTERN I	ENV SCIENTIST III	LAND SURVEYOR IV	LAND SURVEYOR III	SURVEY CREW	CADD DESIGNER II	CLERICAL	TOTAL COST FOR TASK
Pre-Design	Task 2.15 Project Management																
	General Project Management		6	6													
	Miscellaneous Expense	\$ -															
	Total for Task	\$ -	6	6													\$ 1,507
	Task 2.16 - Subsurface Utility Locates																
	Locates and Utility Company Coordination		2				2										
	Survey, Contractor Coordination, and Data Processing		15	1			8						6				
	Sime Construction	\$ 3,776															
	Survey Equipment	\$ 120															
	Miscellaneous Expense	\$ 50															
	Total for Task	\$ 3,946	17	1			10						6				\$ 7,045
	Task 2.17 Additional Right of Way Effort																
	Miscellaneous Coordination		20	4		16											
	Miscellaneous Expense	\$ -															
	Total for Task	\$ -	20	4		16											\$ 4,197
	Task 2.18 RRFB System for Roundabout																
	Project Coordination		4	4													
	Modify sidewalk geometrics		16				16										
	Robert Peccia and Associates	\$ 7,740															
	Miscellaneous Expense	\$ -															
	Total for Task	\$ 7,740	20	4			16										\$ 11,717
	Task 2.19 Landscaping Design																
	Project Coordination		6	2			4										
	Robert Peccia and Associates	\$ 29,324															
	Miscellaneous Expense	\$ -															
	Total for Task	\$ 29,324	6	2			4										\$ 30,569
	Task 2.20 Irrigation Design																
	Project Coordination		6	2			4										
	Water Connection																
	Robert Peccia and Associates	\$ 15,680															
	Miscellaneous Expense	\$ -															
	Total for Task	\$ 15,680	6	2			4										\$ 16,925
	Task 2.21 Final Construction Documents - Additional Effort																
	Plans and Specifications		16	8			8										
	Miscellaneous Expense	\$ -															
	Total for Task	\$ -	16	8			8										\$ 3,495
	Task 2.22 Quality Assurance																
	Quality Assurance		2	2													
	Miscellaneous Expense	\$ -															
	Total for Task	\$ -	2	2													\$ 502
SUBTOTAL OF STAFF HOURS REQUIRED			93	29	16	42						6					
HOURLY PAY RATE				\$73	\$70	\$58	\$54	\$36	\$32	\$53	\$52	\$48	\$80	\$45	\$30		
MULTIPLIER				3.44	3.44	3.44	3.44	3.44	3.44	3.44	3.44	3.44	3.44	3.44	3.44		
HOURLY RATE				\$251	\$241	\$200	\$186	\$124	\$110	\$182	\$179	\$165	\$275	\$155	\$103		
LABOR COST BY POSITION				\$7,282		\$3,192	\$7,802					\$991					
TOTAL LABOR:																	
TOTAL EXPENSES			\$ 56,690.00	\$19,267													
TOTAL COST OF PHASE:				\$75,957													\$ 75,957



CIVIL ENGINEERING / PLANNING / SURVEYING

TO: James Nickelson, P.E.
Morrison-Maierle
Senior Engineer

FROM: Scott Randall, P.E. via Staci Venner, P.E.
Vice President

DATE: July 8, 2025

SUBJECT: **Scope of Services – Amendment 02**
City of Bozeman – North 27th Avenue Improvements (Baxter Ln. to Cattail St.)

Scope of Services

This amendment is a continuation of subconsultant services to Morrison-Maierle for the City of Bozeman North 27th Avenue Improvements project. This scope of services outlines additional services for the design of new Rectangular Rapid Flashing Beacons (RRFB) at the new roundabout crosswalks, new water efficient landscaping and irrigation system, and replacing/adjusting existing landscaping and irrigation systems.

Tasks included in this Amendment include the following:

- Task 8: Additional Electrical Design – RRFB System
- Task 9: Landscaping Design
- Task 10: Irrigation Design

Task 8: Additional Electrical Design – RRFB System

The additional electrical design includes adding new solar-powered push-button activated RRFBs for the three new crosswalks at the roundabout on N. 27th Avenue and Cattail Street. Single-sided RRFBs will be used at outside curb ramps and double sided RRFBs will be used in the medians. RRFBs will flash in unison at each individual crosswalk. RRFB placement will meet standards for ADA, PROWAG, MUTCD, and APS. The foundations will be placed with a minimum 5-feet clearance to any buried utility, except on the south leg of the roundabout with existing water and sanitary mains at the median.

TASKS:

- 8.1) Develop new electrical plans with RRFB details, foundation details, quantities, and plan layout
- 8.2) Special provision and cost estimate
- 8.3) Internal QAQC review and submit to City for review
- 8.4) Subsequent revisions after City review

ASSUMPTIONS:

The prime consultant will adjust the signing plans for mounting new pedestrian warning signs on the RRFB poles.



406.447.5000



3147 Saddle Dr. Helena, MT 59601



www.rpa-hln.com

HELENA / KALISPELL / BOZEMAN

DELIVERABLES:

- 11 x 17 PDF's of the Additional/Revised Electrical Plans
- Electronic Civil3D dwg files
- Special Provision
- Cost Estimates

Task 9: Landscaping Design

The water-efficient and drought tolerant landscaping design will be in accordance with the *City of Bozeman Landscape and Irrigation Performance and Design Standards Manual*. The design will be based off adjacent zoning, accommodate existing overhead power lines and buried utilities, and meet the new city standards in an economical manner. Landscape areas include the roundabout center island and the new median and boulevards along North 27th Avenue from north of Baxter Lane to south of the new roundabout at Cattail Street.

The design and plans will include in-kind replacement or removal of impacted existing landscaping in the existing median south of Baxter Lane, areas along Cattail Street to the east of the new roundabout, areas along North 27th Avenue to the north of the new roundabout, and along the west side of Thomas Drive from Baxter to Sartain.

RPA's Landscape Architect will prepare the design, plans, special provisions, and cost estimate.

ASSUMPTIONS:

- The landscaping plans will not include a stamp by a professional Landscape Architect.
- Construction cost estimates will be separated for the boulevards, medians, and roundabout center.
- The roundabout center will be low maintenance drought-tolerant plantings.
- The 27th Avenue median from Baxter to south of the roundabout will be a drought-tolerant seed mix with median end plantings. The median also includes new trees meeting Northwestern Energy requirements for trees under overhead power lines. The median landscaping layout will be similar to the median at 27th Avenue and Turbulence Lane but without decorative concrete median caps.
- The 27th Avenue boulevards will be a drought-tolerant seed mix with new trees.

TASKS:

- 9.1) Analysis/design worksheets per new standards, plant layout, and replacement/removal of impacted landscaping areas.
- 9.2) Develop new landscaping plans with details, schedules, quantities, and plan sheets.
- 9.3) Special provision and cost estimates.
- 9.4) Internal QAQC review and submit to City for review.
- 9.5) Subsequent revisions after City review.

DELIVERABLES:

- 11 x 17 PDF's of the Landscaping Plans
- Electronic Civil3D dwg files
- Special Provision
- Cost Estimates

Task 10: Irrigation Design

The water efficient irrigation design will be handled by RPA through use of a performance specification (similar to ones used on past projects for city of Kalispell) to meet requirements of the *City of Bozeman Landscape and Irrigation Performance and Design Standards Manual* for irrigation at new boulevards, median islands, and the roundabout center. Irrigation plans will be diagrammatic with locations for point-of-connection, power source, controller, mains, and other irrigation requirements.

The plans will include in-kind replacement or removal of impacted existing irrigation in the existing median south of Baxter Lane, areas along Cattail Street to the east of the new roundabout, areas along North 27th Avenue to the north of the new roundabout, and along the west side of Thomas Drive from Baxter to Sartain.

ASSUMPTIONS:

- RPA's electrical plans include the irrigation power source and controller location.
- Morrison Maierle's water plans include an irrigation meter pit with a 2-inch water line connecting to the existing City of Bozeman 12-inch water main along Thomas Drive.
- Construction cost estimates will be estimated for the boulevards, medians, and roundabout center.
- The roundabout center will be drip for drought-tolerant plantings.
- The 27th Avenue median from Baxter Lane to south of the roundabout will be sprinklers for the drought-tolerant seed mix areas and drip for the median end plantings.
- The 27th Avenue boulevards will be sprinklers for the drought-tolerant seed mix areas and drip for the new trees.

TASKS:

- 10.1) Determine irrigation system requirements.
- 10.2) Develop diagrammatic irrigation plans requirements for Contractor design and installation.
- 10.3) Callouts for replacing/adjusting impacted irrigation facilities.
- 10.4) Special provision and cost estimates
- 10.5) Internal QAQC review and submit to City for review.
- 10.6) Subsequent revisions after City review.

DELIVERABLES:

- 11 x 17 PDF's of the diagrammatic Irrigation Plans
- Electronic Civil3D dwg files
- Special Provision
- Cost Estimates

Schedule

RRFB plans were submitted to Morrison Maierle at the end of June 2025.

Landscaping and irrigation plans will be submitted to Morrison Maierle by the end of August 2025.



TASK	DESCRIPTION	Senior Manager or Planner \$ 255.53	Lead Engineer \$ 219.22	Landscape Architect \$ 129.89	Senior Electrical Engineer \$ 191.20	Electrical Engineer \$ 122.33	Drafter or Entry-Level Designer \$ 115.50	Accounting \$ 183.64	TOTAL
8.0 ADDITIONAL ELECTRICAL DESIGN - RRFB SYSTEM									
8.1	Develop new electrical plans with details with RRFB details, foundation details, quantities, and plan layout		8			8	16		32
8.2	Special provision and cost estimate		4						4
8.3	Internal QAQC review and submit to City for review	2				2			4
8.4	Subsequent revisions after City review		1				2		3
Sub Total Hours		2	13	0	0	10	18	0	43
9.0 LANDSCAPING DESIGN									
9.1	Analysis/design worksheets per new standards, plant layout, and replacement/removal of impacted landscaping areas			80					80
9.2	Develop new landscaping plans with details, schedules, quantities, and plan sheets			24			80		104
9.3	Special provision and cost estimates		4	12					16
9.4	Internal QAQC review and submit to City for review	4					4		8
9.5	Subsequent revisions after City review			4			4		8
Sub Total Hours		4	4	120	0	0	88	0	216
10.0 IRRIGATION DESIGN									
10.1	Determine irrigation system requirements		4	16					20
10.2	Develop diagrammatic irrigation plans requirements for Contractor design and installation			2			40		42
10.3	Callouts for replacing/adjusting impacted irrigation facilities			2			8		10
10.4	Special provision and cost estimates		12	12					24
10.5	Internal QAQC review and submit to City for review	4					4		8
10.6	Subsequent revisions after City review		2	2			4		8
Sub Total Hours		4	18	34	0	0	56	0	112
TOTAL PERSON-HOURS		10	35	154	0	10	162	0	371
LABOR SUBTOTAL COST		\$ 2,555.30	\$ 7,672.70	\$ 20,003.06	\$ -	\$ 1,223.30	\$ 18,711.00	\$ -	\$ 50,165.36
DIRECT EXPENSES									
Computer	Per Hour	\$ 2.50			Hours	10		\$ 25.00	
CADD	Per Hour	\$ 7.00			Hours	361		\$ 2,527.00	
Mileage (2 site visits from Bozeman office)	Per Mile	\$ 0.670			Miles	40		\$ 26.80	
DIRECT EXPENSE SUBTOTAL								\$ 2,578.80	
SUMMARY OF ENGINEERING SERVICES									
Loaded Labor								\$ 50,165.36	
Direct Expense								\$ 2,578.80	
TOTAL:								\$ 52,744	

Sime Construction, Inc.
190 Ramshorn Drive
Bozeman, MT 59718
406-582-9841



MORRISON-MAIERLE, INC.
P.O. BOX 1113
BOZEMAN, MT 59715

INVOICE ID: 109502
DRAW ID: 22
DATE: July 25,2025

CONTRACT ID: 25999-TM
SMALL MIC
LOCATION:

SALESPERSON:
CUSTOMER ID: 13801
PO #:

Equipment	540.00
Labor	1,045.00
Material	1,847.39
Invoice Sub-total	3,432.39
Plus 10% Markup	343.24
	0.00
Amount due this Invoice	<u><u>\$3,775.63</u></u>

Billed to date:	3,775.63
Paid to date:	0.00
Retainage	
Total amount due:	3,775.63

NET TERMS: 10TH OF MONTH

				Emp / Vend or / EQ	Equipment	Description	Billed Units	Unit Price	Billed Amount
06-02-25	10-0044	FRANK MORRISON MAIERLE	L	Labor	Richard J. Coffey Matthew S. Davis		2.00	95.00	190.00
			L	Labor			2.00	95.00	190.00
							4.00		380.00
							Daily		
06-03-25	10-0044	FRANK MORRISON MAIERLE	M	Material	TMC, INC		6.62	25.25	167.08
			E	Equipment	Richard J. Coffey	Skidsteer	3.50	110.00	385.00
			L	Labor	Richard J. Coffey		6.00	95.00	570.00
			E	Equipment	Michael S. Madsen	2022 PETERBILT	1.00	155.00	155.00
							17.12		1,277.08
							Daily		
06-04-25	10-0044	FRANK MORRISON MAIERLE	L	Labor	Matthew S. Davis		1.00	95.00	95.00
							1.00		95.00
							Daily		
06-10-25	10-0044	FRANK MORRISON MAIERLE	M	Material	SCENIC CITY ENTERPRISES,	GRISINGER		.00	1,680.31
							.00		1,680.31
							Daily		
							22.12		3,432.39
							Plus 10%		
							343.24		
							Total	Amount	Billed
							3,775.63		
Report Totals:									

Memorandum

REPORT TO: City Commission

FROM: Katie Canter, Contracts and Sports Parks Coordinator
Mitch Overton, Parks and Recreation Director

SUBJECT: Authorize the City Manager to Sign a Fourth Amendment to the Professional Services Agreement with Advantage Spraying Services, Inc. for Snow Removal Services in the Parks and Trails District.

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign a Fourth Amendment to the Professional Services Agreement with Advantage Spraying Services, Inc. for Snow Removal Services in the Parks and Trails District.

STRATEGIC PLAN: 6.5 Parks, Trails & Open Space: Support the maintenance and expansion of an interconnected system of parks, trails and open spaces.

BACKGROUND: On June 1, 2020, the Bozeman City Commission approved Resolution 5180 creating the Bozeman Parks and Trails Special District (District). To accomplish the District objectives the City has developed a multi-year District implementation plan designed to achieve steady calculated increases in level of service standards and sustainable maintenance practices in all City Parks. Beginning July 1, 2020 City's Parks and Recreation Department assumed full responsibility for all of the District's designated park properties including the addition of 235 acres of park land located within subdivision parks previously maintained by home owners/community associations. In September 2021, the Parks and Recreation Department conducted a request for proposals process to acquire professional services required to complete snow removal and additional maintenance services on parks in the District. After careful evaluation and review, Advantage Spraying Services, Inc. was determined to be a qualified, responsive and responsible vendor for Parks and Trails District Snow Removal Services contract. On November 16, 2021, the City entered into the Agreement with Advantage Spraying Services, Inc. The Agreement is effective for one year after the date of execution with the option to extend the agreement an additional year upon mutual agreement. Advantage Spraying Services, Inc. has demonstrated the ability to provide comprehensive snow removal maintenance services for the City's Parks and Trails District and will continue to complete the services at select sites as defined and described in Attachment B: PSA Advantage Spraying Services Inc. The Attachment A PSA Amendment 4 Advantage Spraying Services, Inc. will extend the Agreement for an additional one (1) year period and shall

terminate on November 16, 2026. In no case, however, may this agreement run longer than five (5) years from the original effective date.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by the City Commission.

FISCAL EFFECTS: Funding is allocated for this maintenance within the FY26 and FY27 budget in the Parks and Trails District Maintenance Fund account.

Attachments:

[Attachment A PSA Amendment 4 Advantage Spraying Services Inc.pdf](#)

[Attachment B PSA Advantage Spraying Services Inc. Snow Removal Service.pdf](#)

Report compiled on: August 29, 2025



FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR Parks and Trials District Snow Removal Services dated November 16, 2021 (the “Agreement”) is made and entered into this ____ day of _____, 2025, by and between the **CITY OF BOZEMAN, MONTANA**, a self-governing municipal corporation organized and existing under its Charter and the laws of the State of Montana, 121 North Rouse Street, Bozeman, Montana, with a mailing address of PO Box 1230, Bozeman, MT 59771, hereinafter referred to as “City,” and Advantage Spraying Services Inc., 144 Wildcat Way, Bozeman MT 59718 hereinafter referred to as “Contractor.”

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

1. **Extension of Term:** Section 2: The agreement is extended for an additional one (1) year period. The Agreement shall terminate on November 16, 2026.
2. **Agreement still valid.** All remaining terms and provisions of the Agreement remain valid.

****** END OF AGREEMENT EXCEPT FOR SIGNATURES ******

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

CITY OF BOZEMAN, MONTANA

ADVANTAGE SPRAYING SERVICES INC.

By _____
Chuck Winn, City Manager

By _____
Print Name:
Title:

APPROVED AS TO FORM

By _____
Greg Sullivan, Bozeman City Attorney



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of November, 2021 (“Effective Date”), by and between the **CITY OF BOZEMAN, MONTANA**, a self-governing municipal corporation organized and existing under its Charter and the laws of the State of Montana, 121 North Rouse Street, Bozeman, Montana, with a mailing address of PO Box 1230, Bozeman, MT 59771, hereinafter referred to as “City,” and, Advantage Spraying Services Inc., 144 Wildcat Way, Bozeman MT 59718, hereinafter referred to as “Contractor.” The City and Contractor may be referred to individually as “Party” and collectively as “Parties.”

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

1. **Purpose:** City agrees to enter this Agreement with Contractor to perform for City services described in the Scope of Services attached hereto as Exhibit A and by this reference made a part hereof.
2. **Term/Effective Date:** This Agreement is effective upon the Effective Date unless earlier terminated in accordance with this Agreement.
3. **Scope of Services:** Contractor will perform the work and provide the services in accordance with the requirements of the Scope of Services in Exhibit A. For conflicts between this Agreement and the Scope of Services, unless specifically provided otherwise, the Agreement governs.
4. **Payment:** City agrees to pay Contractor the amount specified and attached hereto as Exhibit B. Any alteration or deviation from the described services that involves additional costs above the Agreement amount will be performed by Contractor after written request by the City, and will become an additional charge over and above the amount listed in the Scope of Services. The City must agree in writing upon any additional charges.
5. **Contractor’s Representations:** To induce City to enter into this Agreement, Contractor makes the following representations:

a. Contractor has familiarized itself with the nature and extent of this Agreement, the Scope of Services, and with all local conditions and federal, state and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress or performance of the Scope of Services.

b. Contractor represents and warrants to City that it has the experience and ability to perform the services required by this Agreement; that it will perform the services in a professional, competent and timely manner and with diligence and skill; that it has the power to enter into and perform this Agreement and grant the rights granted in it; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party, whether rights of copyright, trademark, privacy, publicity, libel, slander or any other rights of any nature whatsoever, or violate any federal, state and municipal laws. The City will not determine or exercise control as to general procedures or formats necessary to have these services meet this warranty.

6. Independent Contractor Status/Labor Relations: The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, Montana Code Annotated (MCA), and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law.

Contractor shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

Contractor shall post a legible statement of all wages and fringe benefits to be paid to the Contractor's employees and the frequency of such payments (i.e., hourly wage employees shall be paid weekly). Such posting shall be made in a prominent and accessible location at the Contractor's normal place of business and shall be made no later than the first day of services provided under this Agreement. Such posting shall be removed only upon expiration or termination of this Agreement.

In performing the services under this Agreement, Contractor shall give preference to the employment of bona fide residents of Montana, as required by §18-2-403, MCA, as such term is defined by §18-2-401(1), MCA. When making assignments of work, Contractor shall use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned.

Pursuant to §§18-2-403 and 18-2-422, MCA, Contractor shall pay wages, fringe benefits, and expenses, including travel allowances as set forth in the current Montana Prevailing Wage Rate for Non Construction Services in effect and applicable to Gallatin County, Montana, which schedule is incorporated herein. Contractor shall pay all hourly wage employees on a weekly basis. Violation of the requirements set forth in the above State of Montana schedule of prevailing wage rates may subject the Contractor to the penalties set forth in §18-2-407, MCA. Contractor shall maintain payroll records during the term of this Agreement and for a period of three (3) years following termination of this Agreement.

The Contractor shall ensure that any person, firm or entity performing any portion of the services under this Agreement for which the contractor, subcontractor or employer is responsible, is paid the applicable standard prevailing rate of wages.

In the event that, during the term of this Agreement, any labor problems or disputes of any type arise or materialize which in turn cause any services to cease for any period of time, Contractor specifically agrees to take immediate steps, at its own expense and without expectation of reimbursement from City, to alleviate or resolve all such labor problems or disputes. The specific steps Contractor shall take shall be left to the discretion of Contractor; provided, however, that Contractor shall bear all costs of any related legal action. Contractor shall provide immediate relief to the City so as to permit the services to continue at no additional cost to City.

Contractor shall indemnify, defend, and hold the City harmless from any and all claims, demands, costs, expenses, damages, and liabilities arising out of, resulting from, or occurring in connection with any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes and for any claims regarding underpaid prevailing wages.

7. Indemnity/Waiver of Claims/Insurance: For other than professional services rendered, to the fullest extent permitted by law, Contractor agrees to release, defend, indemnify, and hold harmless the City, its agents, representatives, employees, and officers (collectively referred to for purposes of this Section as the City) from and against any and all claims, demands, actions, fees and costs (including attorney's fees and the costs and fees of expert witness and consultants), losses, expenses, liabilities (including liability where activity is inherently or intrinsically dangerous) or

damages of whatever kind or nature connected therewith and without limit and without regard to the cause or causes thereof or the negligence of any party or parties that may be asserted against, recovered from or suffered by the City occasioned by, growing or arising out of or resulting from or in any way related to: (i) the negligent, reckless, or intentional misconduct of the Contractor; or (ii) any negligent, reckless, or intentional misconduct of any of the Contractor's agents.

For the professional services rendered, to the fullest extent permitted by law, Contractor agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or intentional misconduct of the Contractor or Contractor's agents or employees.

Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the City as indemnitee(s) which would otherwise exist as to such indemnitee(s).

Contractor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City.

Should the City be required to bring an action against the Contractor to assert its right to defense or indemnification under this Agreement or under the Contractor's applicable insurance policies required below, the City shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines the Contractor was obligated to defend the claim(s) or was obligated to indemnify the City for a claim(s) or any portion(s) thereof.

In the event of an action filed against the City resulting from the City's performance under this Agreement, the City may elect to represent itself and incur all costs and expenses of suit.

Contractor also waives any and all claims and recourse against the City, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except "responsibility for [City's] own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent" as per 28-2-702, MCA.

These obligations shall survive termination of this Agreement and the services performed hereunder.

In addition to and independent from the above, Contractor shall at Contractor's expense secure insurance coverage through an insurance company or companies duly licensed and authorized to conduct insurance business in Montana which insures the liabilities and obligations specifically assumed by the Contractor in this Section. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by the Contractor in this Section.

The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the City without limit and without regard to the cause therefore and which is acceptable to the City. Contractor shall furnish to the City an accompanying certificate of insurance and accompanying endorsements in amounts not less than as follows:

- Workers' Compensation – statutory;
- Employers' Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate;
- Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate;
- Automobile Liability - \$1,000,000 property damage/bodily injury per accident; and
- Professional Liability - \$1,000,000 per claim; \$2,000,000 annual aggregate.

The above amounts shall be exclusive of defense costs. The City shall be endorsed as an additional or named insured on a primary non-contributory basis on the Commercial General, Employer's Liability, and Automobile Liability policies. The insurance and required endorsements must be in a form suitable to City and shall include no less than a thirty (30) day notice of cancellation or non-renewal. Contractor shall notify City within two (2) business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason.

The City must approve all insurance coverage and endorsements prior to the Contractor commencing work.

8. Termination for Contractor's Fault:

a. If Contractor refuses or fails to timely do the work, or any part thereof, or fails to perform any of its obligations under this Agreement, or otherwise breaches any terms or conditions of this Agreement, the City may, by written notice, terminate this Agreement and the Contractor's right to proceed with all or any part of the work ("Termination Notice Due

to Contractor's Fault"). The City may then take over the work and complete it, either with its own resources or by re-letting the contract to any other third party.

b. In the event of a termination pursuant to this Section 8, Contractor shall be entitled to payment only for those services Contractor actually rendered.

c. Any termination provided for by this Section 8 shall be in addition to any other remedies to which the City may be entitled under the law or at equity.

d. In the event of termination under this Section 8, Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

9. Termination for City's Convenience:

a. Should conditions arise which, in the sole opinion and discretion of the City, make it advisable to the City to cease performance under this Agreement, the City may terminate this Agreement by written notice to Contractor ("Notice of Termination for City's Convenience"). The termination shall be effective in the manner specified in the Notice of Termination for City's Convenience and shall be without prejudice to any claims that the City may otherwise have against Contractor.

b. Upon receipt of the Notice of Termination for City's Convenience, unless otherwise directed in the Notice, the Contractor shall immediately cease performance under this Agreement and make every reasonable effort to refrain from continuing work, incurring additional expenses or costs under this Agreement and shall immediately cancel all existing orders or contracts upon terms satisfactory to the City. Contractor shall do only such work as may be necessary to preserve, protect, and maintain work already completed or immediately in progress.

c. In the event of a termination pursuant to this Section 9, Contractor is entitled to payment only for those services Contractor actually rendered on or before the receipt of the Notice of Termination for City's Convenience.

d. The compensation described in Section 9(c) is the sole compensation due to Contractor for its performance of this Agreement. Contractor shall, under no circumstances,

be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

10. Limitation on Contractor's Damages; Time for Asserting Claim:

a. In the event of a claim for damages by Contractor under this Agreement, Contractor's damages shall be limited to contract damages and Contractor hereby expressly waives any right to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature or kind.

b. In the event Contractor wants to assert a claim for damages of any kind or nature, Contractor shall provide City with written notice of its claim, the facts and circumstances surrounding and giving rise to the claim, and the total amount of damages sought by the claim, within thirty (30) days of the facts and circumstances giving rise to the claim. In the event Contractor fails to provide such notice, Contractor shall waive all rights to assert such claim.

11. Representatives and Notices:

a. **City's Representative:** The City's Representative for the purpose of this Agreement shall be Luke Kline, Contracts Coordinator or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to the City's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City's Representative is not available, Contractor may direct its communication or submission to other designated City personnel or agents as designated by the City in writing and may receive approvals or authorization from such persons.

b. **Contractor's Representative:** The Contractor's Representative for the purpose of this Agreement shall be Patrick Doran or such other individual as Contractor shall designate in writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication shall be directed to Contractor's Representative; provided, however, that in exigent circumstances when Contractor's Representative is not available, City may direct its direction or communication to other

designated Contractor personnel or agents.

c. **Notices:** All notices required by this Agreement shall be in writing and shall be provided to the Representatives named in this Section. Notices shall be deemed given when delivered, if delivered by courier to Party's address shown above during normal business hours of the recipient; or when sent, if sent by email or fax (with a successful transmission report) to the email address or fax number provided by the Party's Representative; or on the fifth business day following mailing, if mailed by ordinary mail to the address shown above, postage prepaid.

12. **Permits:** Contractor shall provide all notices, comply with all applicable laws, ordinances, rules, and regulations, obtain all necessary permits, licenses, including a City of Bozeman business license, and inspections from applicable governmental authorities, and pay all fees and charges in connection therewith.

13 **Laws and Regulations:** Contractor shall comply fully with all applicable state and federal laws, regulations, and municipal ordinances including, but not limited to, all workers' compensation laws, all environmental laws including, but not limited to, the generation and disposal of hazardous waste, the Occupational Safety and Health Act (OSHA), the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination, affirmative action, and utilization of minority and small business statutes and regulations.

14. **Nondiscrimination and Equal Pay:** The Contractor agrees that all hiring by Contractor of persons performing this Agreement shall be on the basis of merit and qualifications. The Contractor will have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. The Contractor will not refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual orientation, gender identity, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction. The Contractor shall be subject to and comply with Title VI of the Civil Rights Act of 1964; Section 140, Title 2, United States Code, and all regulations promulgated thereunder.

Contractor represents it is, and for the term of this Agreement will be, in compliance with the requirements of the Equal Pay Act of 1963 and Section 39-3-104, MCA (the Montana Equal Pay Act).

Contractor must report to the City any violations of the Montana Equal Pay Act that Contractor has been found guilty of within 60 days of such finding for violations occurring during the term of this Agreement.

Contractor shall require these nondiscrimination terms of its subcontractors providing services under this Agreement.

15. Intoxicants; DOT Drug and Alcohol Regulations/Safety and Training: Contractor shall not permit or suffer the introduction or use of any intoxicants, including alcohol or illegal drugs, by any employee or agent engaged in services to the City under this Agreement while on City property or in the performance of any activities under this Agreement. Contractor acknowledges it is aware of and shall comply with its responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. City shall have the right to request proof of such compliance and Contractor shall be obligated to furnish such proof.

The Contractor shall be responsible for instructing and training the Contractor's employees and agents in proper and specified work methods and procedures. The Contractor shall provide continuous inspection and supervision of the work performed. The Contractor is responsible for instructing its employees and agents in safe work practices.

16. Modification and Assignability: This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Contractor may not subcontract or assign Contractor's rights, including the right to compensation or duties arising hereunder, without the prior written consent of the City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

17. Reports/Accountability/Public Information: Contractor agrees to develop and/or provide documentation as requested by the City demonstrating Contractor's compliance with the requirements of this Agreement. Contractor shall allow the City, its auditors, and other persons authorized by the City to inspect and copy its books and records for the purpose of verifying that the reimbursement of monies distributed to Contractor pursuant to this Agreement was used in compliance with this Agreement and all applicable provisions of federal, state, and local law. The Contractor shall not issue any statements, releases or information for public dissemination without prior approval of the City.

18. **Non-Waiver:** A waiver by either party of any default or breach by the other party of any terms or conditions of this Agreement does not limit the other party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.

19. **Attorney's Fees and Costs:** In the event it becomes necessary for either Party to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel including the City Attorney's Office staff.

20. **Taxes:** Contractor is obligated to pay all taxes of any kind or nature and make all appropriate employee withholdings.

21. **Dispute Resolution:**

a. Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions.

b. If the parties are unable to resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement.

22. **Survival:** Contractor's indemnification shall survive the termination or expiration of this Agreement for the maximum period allowed under applicable law.

23. **Headings:** The headings used in this Agreement are for convenience only and are not be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

24. **Severability:** If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.

25. **Applicable Law:** The parties agree that this Agreement is governed in all respects by

the laws of the State of Montana.

26. Binding Effect: This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

27. No Third-Party Beneficiary: This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.

28. Counterparts: This Agreement may be executed in counterparts, which together constitute one instrument.

29. Integration: This Agreement and all Exhibits attached hereto constitute the entire agreement of the parties. Covenants or representations not contained herein or made a part thereof by reference, are not binding upon the parties. There are no understandings between the parties other than as set forth in this Agreement. All communications, either verbal or written, made prior to the date of this Agreement are hereby abrogated and withdrawn unless specifically made a part of this Agreement by reference.

30. Consent to Electronic Signatures: The Parties have consented to execute this Agreement electronically in conformance with the Montana Uniform Electronic Transactions Act, Title 30, Chapter 18, Part 1, MCA.

31. Extensions: this Agreement may, upon mutual agreement, be extended for a period of one year by written agreement of the Parties. In no case, however, may this Agreement run longer than three years.

****** END OF AGREEMENT EXCEPT FOR SIGNATURES ******

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written or as recorded in an electronic signature.

CITY OF BOZEMAN, MONTANA

Advantage Spraying Services, Inc

DocuSigned by:
By Jeff Mihelich
251607FD8A824A6...
Jeff Mihelich, City Manager



DocuSigned by **CONTRACTOR (Type Name Above)**

DocuSigned by:
By Patrick Doran
C9FA0127A5F040C...
Patrick Doran
Print Name: _____
Print Title: Vice-President

APPROVED AS TO FORM:

DocuSigned by:
By Anna Saverud
A153E6BAA29C4F5...
Anna Saverud, Assistant City Attorney

Exhibit A



REQUEST FOR PROPOSAL (RFP)

PARKS & TRAILS DISTRICT SNOW REMOVAL SERVICES

CITY OF BOZEMAN

Bozeman, MT

City of Bozeman
PO Box 1230
Bozeman, MT 59771-1230

September 2021

Exhibit A

I. INTRODUCTION

The City of Bozeman (Owner), is seeking proposals from qualified contractors to provide snow and ice removal services for the Parks and Recreation Department.

The Owner intends to enter into a contract with the selected firm that will include snow and ice removal services on an “as-needed” basis beginning October 15, 2021 through April 30, 2022. Work is to be completed within 24 hours of notification from the Parks and Recreation Superintendent.

This RFP shall not commit the Owner to enter into an agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services. The Owner reserves the right to accept or reject all responses received as a result of this RFP if it is in the Owner’s best interest to do so.

This procurement is governed by the laws of the State of Montana and venue for all legal proceedings shall be in the 18th Judicial District Court, Gallatin County. By offering to perform services under this RFP, all Submitters agree to be bound by the laws of the State of Montana and of the Owner, including, but not limited to, applicable wage rates, payments, gross receipts taxes, building codes, equal opportunity employment practices, safety, non-discrimination, etc.

II. PROJECT BACKGROUND AND DESCRIPTION

On May 5, 2020, the City of Bozeman approved the Bozeman Parks and Trails Special District (District). With the endorsement of Bozeman resident’s the District granted the City authorization to conduct annual levy assessments for funding to maintain and operate all of the City owned parks and trails. To accomplish the District objectives the City has developed a multi-year Parks and Trails District implementation plan designed to achieve steady calculated increases in level of service standards and sustainable maintenance practices in all City Parks.

On July 1, 2020, the City’s Parks and Recreation Department assumed full responsibility for all of the District’s designated park properties including the addition of 217 acres of park land located within subdivision parks previously maintained by home owners/community associations. To address the requirements for all maintenance, operations, capital and deferred maintenance needed in the new District the City will establish contracts for professional services with qualified contractors.

The City of Bozeman is seeking proposals from contractors to perform grounds and landscape maintenance for parks, trails and amenities within the District. Contractor will provide services to ensure that City landscapes are effectively and efficiently maintained for the benefit of the city and its residents. The selected contractor will begin snow removal services in October 2021 and continue services through the completion of the winter season at the end of April 2022.

Exhibit A

The routine services will be conducted for approximately a 28 week period in total or approximately 7 months per year.

III. SCOPE OF SERVICES

The City of Bozeman Parks and Recreation Department is in need of a contractor to remove snow and ice from sidewalks and park areas within the Bozeman city limits. Snow removal will be performed on an “as needed” schedule during 2021-2022 winter season.

The scope of services includes:

1. The Contractor is to perform snow and ice removal of sidewalks, pedestrian crossings any other areas as determined by the Parks Superintendent. Services shall be completed through various methods such as, but not limited to: chipping, ice melts, blowing, shoveling, plowing, etc.
2. The Contractor shall use equipment no wider than the sidewalk which is being cleaned. Equipment shall be of a weight that will not damage the sidewalk or adjacent property. The contractor shall maintain his operation within the public right of way.
3. Snow and ice must be completely removed from the sidewalks before payment will be made to the contractor and shall not be moved into streets. If salt or other chemicals are used to loosen ice, only the minimum amount of salt or other chemicals will be used to adequately perform this function and the contractor shall refrain from depositing any resulting salt/ice mixture onto private property, grassed, or landscaped area.
4. Snow and ice removal shall commence within twenty-four (24) hours after notice by the City is given to the contractor. The Contractor may be required to work on any day of the week, including holidays.

Other related services may be requested on an as needed basis. Locations may be added or removed from the contract at any time. The final scope of services may change and will be contained in a professional services agreement to be executed by the City and the selected Contractor.

IV. PROPOSAL REQUIREMENTS

Firms interested in providing the services described above are requested to submit the following information. Responses to each item should appear in the same order as listed in this RFP and should identify the item to which the responses applies.

Proposal shall provide the following information, include, at a minimum, the following items:

Exhibit A

1. An executive summary not exceeding two pages which summarizes key points of the proposal and which is signed by an officer of the firm who is responsible for committing the firm's resources.
2. A narrative describing the contractor's qualifications as they relate to the Scope of Services, including the contractor's availability of staffing to perform the tasks and response times for work requests submitted by the City Parks and Recreation Department.
3. Provide a quote for **fixed per hour rate** for services listed within Scope of Services. Cost must include and define all equipment, labor, materials provided and description for all service provided at fixed per hour rate.
4. Provide a quote for **fixed per hour rate** for additional services available if not listed in the scope of services. Include description of all equipment, labor and materials provided at fixed per hour cost. Provide additional information is needed to describe all services.
5. Contractor shall include any current industry professional certifications, relevant expertise or experience, three (3) references for similar completed work and work previously/currently being performed for the City of Bozeman.

Affirmation of Nondiscrimination (see Appendix A)

Non-completion of the Affirmation of Nondiscrimination is cause for disqualification of firms.

V. TIMELINES, DELIVERY DEADLINE, AND INSTRUCTIONS

EVENT	DATE/TIME
Publication dates of RFQ	Sunday, September 19, 2021 Sunday, September 26, 2021
Deadline for receipt of proposals	No later than 2 PM, MST, October 7, 2021
Evaluation of proposals	TBD
Interviews (if necessary) and Selection of consultants	TBD

With the exception of the advertising dates and advertised due date, the City reserves the right to modify the above timeline.

Deliver RFPs via email to the City Clerk (agenda@bozeman.net) by **October 7th at 2PM MST**. It is the sole responsibility of the proposing party to ensure that proposals are received prior to the closing time as late submittals will not be accepted and will be returned unopened. All proposals must be provided as a single, searchable PDF document file and be submitted digitally as an email attachment to the RFP Recipient email address agenda@bozeman.net. Respondents are advised that Recipient's email attachment size limit is 25MB and that only one

Exhibit A

PDF file will be allowed per response. The subject line of the transmittal email shall clearly identify the RFP title, company name and due date/time. File sizes greater than 25MB in size may be uploaded to bznccloud.bozeman.net upon special arrangement of the Recipient; however, it is the respondent's sole responsibility to ensure the file upload is completed, and that the Recipient is separately notified via email of same, prior to the given deadline.

VI. AMENDMENTS TO SOLICITATION

Any interpretation or correction of this request will be published on the City's webpage. The deadline for questions related to this document is 2 PM MST on September 30th, 2021.

VII. CONTACT INFORMATION

Any administrative questions regarding proposal procedures should be directed to: Mike Maas, City Clerk, (406) 582-2321, agenda@bozeman.net

Questions relating to scope of services should be directed to: Luke Kline, Contracts Coordinator, lkline@bozeman.net, and (406) 582-2290.

VIII. SELECTION PROCEDURE

A review committee will evaluate all responses to the RFP that meet the submittal requirements and deadline. Submittals that do not meet the requirement or deadline will not be considered. The review committee will rank the proposals and may arrange interviews with the finalist(s) prior to selection. Selection may be made directly based on the written RFP submission.

If interviews occur, the selection of finalists to be interviewed will be made by a selection committee representing the City of Bozeman. The selection of interview candidates will be based on an evaluation of the written responses to the RFPs.

All submitted proposals must be complete and contain the information required as stated in the "Request for Proposals."

IX. SELECTION CRITERIA

Proposals will be evaluated based on the following criteria:

- [10 points] Executive Summary
- [60 points] Qualifications of the Firm for Scope of Services; Cost
- [30 points] Related Experience with Similar Projects

Exhibit A**X. FORM OF AGREEMENT**

The Contractor will be required to enter into a contract with the City in substantially the same form as the professional services agreement attached as Appendix B.

XI. CITY RESERVATION OF RIGHTS / LIABILITY WAIVER

All proposals submitted in response to this RFP become the property of the City and public records and, as such, may be subject to public review.

A SUBMISSION IN RESPONSE TO THIS REQUEST FOR QUALIFICATIONS CONFERS NO RIGHTS UPON ANY RESPONDENTS AND SHALL NOT OBLIGATE THE CITY IN ANY MANNER WHATSOEVER. THE CITY RESERVES THE RIGHT TO MAKE NO AWARD AND TO SOLICIT ADDITIONAL REQUEST FOR QUALIFICATIONS AT A LATER DATE.

- A. This RFP may be canceled or any or all responses may be rejected in whole or in part, as specified herein, when it is in the best interests of the City. If the City cancels or revises this RFP, all Respondents who submitted will be notified using email.
- B. The City reserves the right to accept or reject any and all proposals; to add or delete items and/or quantities; to amend the RFP; to waive any minor irregularities, informalities, or failure to conform to the RFP; to extend the deadline for submitting proposals; to postpone award for up to 60 days; to award one or more contracts, by item or task, or groups of items or tasks, if so provided in the RFP and if multiple awards or phases are determined by the City to be in the public interest.
- C. The City of Bozeman reserves the right to reject the proposal of any person/firm who previously failed to perform properly to the satisfaction of the City of Bozeman, or complete on time agreements of similar nature, or to reject the proposal of any person/firm who is not in a position to perform such an agreement satisfactorily as determined by the City of Bozeman.
- D. The City of Bozeman reserves the right to determine the best qualified Contractor and negotiate a final scope of service and cost, negotiate a contract with another Contractor if an agreement cannot be reached with the first selected Contractor, or reject all proposals.
- E. The professional services contract between the City of Bozeman and the successful Contractor will incorporate the Contractor's scope of service and work schedule as part of the agreement (see Appendix B for form of professional services agreement. The professional services agreement presented to the Contractor may differ from this form as appropriate for the scope of services).
- F. This RFP does not commit the City to award a contract. The City assumes no liability or responsibility for costs incurred by firms in responding to this request for proposals or

Exhibit A

request for interviews, additional data, or other information with respect to the selection process, prior to the issuance of an agreement, contract or purchase order.

The Contractor, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

G. The City reserves the right to cancel, in part or in its entirety, this RFP including, but not limited to: selection procedures, submittal date, and submittal requirements. If the City cancels or revises this RFP, all Contractors who submitted proposals will be notified using email.

H. Projects under any contract are subject to the availability of funds.

XII. NONDISCRIMINATION AND EQUAL PAY POLICY

The City of Bozeman requires each entity submitting under this notice shall affirm, on a separate form provided, that it will not discriminate on the basis of race, color, religion, creed, sex, age, marital status, national origin, or because of actual or perceived sexual orientation, sexual preference, gender identity, or disability in fulfillment of a contract entered into for the services identified herein and that this prohibition on discrimination shall apply to the hiring and treatment of the submitting entity's employees and to all subcontracts it enters into in the fulfillment of the services identified herein. Failure to comply with this requirement shall be cause for the submittal to be deemed nonresponsive.

The City also requires each entity submitting under this notice shall affirm it will abide by the Equal Pay Act of 1963 and Section 39-3-104, MCA (the Montana Equal Pay Act), and has visited the State of Montana Equal Pay for Equal Work "best practices" website, <https://equalpay.mt.gov/BestPractices/Employers>, or equivalent "best practices publication and has read the material.

XIII. MISCELLANEOUS

- A. **No Oral Agreements.** No conversations or oral agreements with any officer, employee, or agent of the City shall affect or modify any term of this solicitation. Oral communications or any written/email communication between any person and City officer, employee or agent shall not be considered binding.
- B. **No Partnership/Business Organization.** Nothing in this solicitation or in any subsequent agreement, or any other contract entered into as a result of this solicitation, shall constitute, create, give rise to or otherwise be recognized as a partnership or formal business organization of any kind between or among the respondent and the City.
- C. **Employment Restriction and Indemnity.** No person who is an owner, officer, employee, contractor, or consultant of a respondent shall be an officer or employee of the City. No rights of the City's retirement or personnel rules accrue to a respondent,

Exhibit A

its officers, employees, contractors, or consultants. Respondents shall have the responsibility of all salaries, wages, bonuses, retirement, withholdings, worker's compensation and occupational disease compensation, insurance, unemployment compensation other benefits and taxes and premiums appurtenant thereto concerning its officers, employees, contractors, and consultants. Each Respondent shall save and hold the City harmless with respect to any and all claims for payment, compensation, salary, wages, bonuses, retirement, withholdings, worker's compensation and occupational disease compensation, insurance, unemployment compensation other benefits and taxes and premiums in any way related to each respondent's officers, employees, contractors and consultants.

- D. **Accessibility.** Upon reasonable notice, the City will provide assistance for those persons with sensory impairments. For further information please contact the ADA Coordinator Mike Gray at 406-582-3232 or the City's TTY line at 406-582-2301.
- E. **Procurement.** When discrepancies occur between words and figures in this solicitation, the words shall govern. No responsibility shall attach to a City employee for the premature opening of an RFP not properly addressed and identified in accordance with these documents.
- F. **Governing Law.** This solicitation and any disputes arising hereunder or under any future agreement shall be governed and construed and enforced in accordance with the laws of the State of Montana, without reference to principles of choice or conflicts of laws.

XIV. ATTACHMENTS

The following exhibits are incorporated in this RFP:

Appendix A: Non-Discrimination Affirmation

Appendix B: Form of Professional Services Agreement

END OF RFP

Exhibit B

Executive Summary



Advantage LandCare is a large HOA, commercial, and residential snow removal company. A large grouping of our customers are located within the City of Bozeman. Our mission is to provide our customers with a professional snow removal service, and to exceed the expectations of our customers.

At Advantage LandCare, we have been providing snow removal services for commercial accounts, residential homeowners, and large HOA's within the City of Bozeman since 2008. Our approach to these projects is to provide a timely and high level of service on these properties. We do this by extensive training of our employees, as well as purchasing and maintaining proper equipment to handle projects of this size.

We require a professional appearance from our staff, and keep our equipment in proper working order at all times. This is done by providing year-round salaried positions to our employees, proper equipment, as well as consistent upkeep and repair of our snow removal equipment. As owners we handle all maintenance duties to keep our equipment running smoothly throughout the winter season. Safety training for our employees, as well as proper personal protective equipment is also provided for their use at all times. Snow removal services from Advantage LandCare operate from November 1st through March 31st. However, we are available before and after those dates if requested.

Patrick Doran

Steve Lee

Exhibit B

Contractor Narrative



Advantage Landcare has been providing snow removal within the city of Bozeman since 2008. Before that Patrick Doran & Steve Lee (owners) were working for a local company providing snow removal for the previous 6 years. As owners of the company, we are directly involved with our snow removal operations during every event. We consider snow removal to be an emergency service, and because of that it must be completed in a consistent, timely, and professional manner. Our services include residential, commercial, and large HOA snow removal from parking lots & sidewalks. We also offer ice melt services on parking lots and sidewalks at our client's request.

At Advantage Landcare we are consistently providing training to our employees, as well as offering advancement within our company. Labor shortages in Bozeman have been a challenge throughout the past year. However, we have been able to remain fully staffed throughout these challenging times. We accomplish this through advertising, and offering competitive wages with benefits to our employees.

Exhibit B

Scope Of Services



Following Is A List Services With An Hourly Rate For These Services.

- Snow Plowing From Sidewalks & Pedestrian Cross Walk Ramps: \$125.00 Per Hour
- Snow Blowing From Sidewalks & Pedestrian Cross Walk Ramps: \$125.00 Per Hour
- Ice Melt Services On Sidewalks & Pedestrian Cross Walk Ramps: \$65.00 Per Bag Of Ice Melt Applied. Price Includes Labor & Materials.
- Chipping Of Ice From Sidewalks & Pedestrian Cross Walk Ramps: \$50.00 Per Hour

Following Is A List Of Equipment Advantage Landcare Uses For Sidewalk Snow & Ice Removal.

- (2) Ventrac 4500 Z's with snow plow, broom, & snow blower.
- (3) Boss Snowrators with plow
- (1) Bobcat Toolcat with plow & blower
- (2) ATV's with plow
- (10) Walk behind snow blowers
- (1) Walk behind push spreader

City Of Bozeman Accounts That Advantage Landcare Can Provide Service For

- Any accounts in zone 1 that we are currently providing landscape maintenance on.

Exhibit B

Professional References



Kevin Black - Account Manager for Cook Development

(406)579-0560 kblack@cookdevelopmentmt.com

Kathi Thorsen – Property Manager/Owner Legacy Properties

(406)577-1470 kathi@bozemanlegacy.com

Tom White or Luke Kline – City Of Bozeman Parks Department

TWhite@bozeman.net

lkline@bozeman.net

Exhibit B

NONDISCRIMINATION AND EQUAL PAY AFFIRMATION

Advantage Landscape (name of entity submitting) hereby affirms it will not discriminate on the basis of race, color, religion, creed, sex, age, marital status, national origin, or because of actual or perceived sexual orientation, gender identity or disability and acknowledges and understands the eventual contract will contain a provision prohibiting discrimination as described above and this prohibition on discrimination shall apply to the hiring and treatments or proposer's employees and to all subcontracts.

In addition, Advantage Landscape (name of entity submitting) hereby affirms it will abide by the Equal Pay Act of 1963 and Section 39-3-104, MCA (the Montana Equal Pay Act), and has visited the State of Montana Equal Pay for Equal Work "best practices" website, <https://wayback.archive-it.org/499/20210701223409/https://equalpay.mt.gov/>, or equivalent "best practices publication and has read the material.

Patrick Doran Vice-President

Name and title of person authorized to sign on behalf of submitter



FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR Parks and Trials District Snow Removal Services dated November 16, 2021 (the “Agreement”) is made and entered into this ²⁵ day of October, 2022, by and between the **CITY OF BOZEMAN, MONTANA**, a self governing municipal corporation organized and existing under its Charter and the laws of the State of Montana, 121 North Rouse Street, Bozeman, Montana, with a mailing address of PO Box 1230, Bozeman, MT 59771, hereinafter referred to as “City,” and Advantage Spraying Services Inc., 144 Wildcat Way, Bozeman MT 59718 hereinafter referred to as “Contractor.”

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

1. **Section 31 of the Agreement is replaced in its entirety with the following:**
 31. Extensions: This Agreement may, upon mutual agreement, be extended for a period of one (1) year by written agreement of the Parties. In no case, however, may this Agreement run longer than five years.
2. **Extension of Term:** Section 31. Extensions: Professional Service Agreement between City and Contractor dated November 16, 2021 and completed November 16, 2022 is extended for an additional one (1) year period. The Agreement shall terminate on November 16, 2023.
3. **Agreement still valid.** All remaining terms and provisions of the Agreement remain valid.

****** END OF AGREEMENT EXCEPT FOR SIGNATURES ******

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

CITY OF BOZEMAN, MONTANA

ADVANTAGE SPRAYING SERVICES INC.

DocuSigned by:

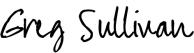
By 254607FD8A824A6...
Jeff Mihelich, City Manager



DocuSigned by:

By C0FA0427A6F040C...
Print Name: Patrick Doran
Title: Vice-President

APPROVED AS TO FORM

DocuSigned by:

By 876992AC9ACA44B...

Greg Sullivan, Bozeman City Attorney



SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR Parks and Trials District Snow Removal Services dated November 16, 2021 (the “Agreement”) is made and entered into this 26th day of September, 2023, by and between the **CITY OF BOZEMAN, MONTANA**, a self governing municipal corporation organized and existing under its Charter and the laws of the State of Montana, 121 North Rouse Street, Bozeman, Montana, with a mailing address of PO Box 1230, Bozeman, MT 59771, hereinafter referred to as “City,” and Advantage Spraying Services Inc., 144 Wildcat Way, Bozeman MT 59718 hereinafter referred to as “Contractor.”

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

1. **Section 31 of the Agreement is replaced in its entirety with the following:**
 31. Extensions: This Agreement may, upon mutual agreement, be extended for a period of one (1) year by written agreement of the Parties. In no case, however, may this Agreement run longer than five years.
2. **Extension of Term:** Section 31. Extensions: Professional Service Agreement between City and Contractor dated November 16, 2021 is extended for an additional one (1) year period. The Agreement shall terminate on November 16, 2024.
3. **Agreement still valid.** All remaining terms and provisions of the Agreement remain valid.

****** END OF AGREEMENT EXCEPT FOR SIGNATURES ******

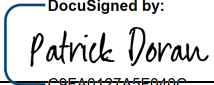
IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BOZEMAN, MONTANA

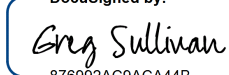
ADVANTAGE SPRAYING SERVICES INC.

DocuSigned by:
By 
251607FD8A824A6...

Jeff Mihelich, City Manager

DocuSigned by:
By 
C9FA0127A5F040C...
Print Name: Patrick Doran
Title: Vice-President

APPROVED AS TO FORM

DocuSigned by:
By 
876993AC9ACA44B...
Greg Sullivan, Bozeman City Attorney



THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR Parks and Trials District Snow Removal Services dated November 16, 2021 (the “Agreement”) is made and entered into this 1st day of October, 2024, by and between the **CITY OF BOZEMAN, MONTANA**, a self governing municipal corporation organized and existing under its Charter and the laws of the State of Montana, 121 North Rouse Street, Bozeman, Montana, with a mailing address of PO Box 1230, Bozeman, MT 59771, hereinafter referred to as “City,” and Advantage Spraying Services Inc., 144 Wildcat Way, Bozeman MT 59718 hereinafter referred to as “Contractor.”

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

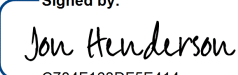
1. **Extension of Term:** Section 31. Extensions: Professional Service Agreement between City and Contractor dated November 16, 2021 is extended for an additional one (1) year period. The Agreement shall terminate on November 16, 2025.
2. **Agreement still valid.** All remaining terms and provisions of the Agreement remain valid.

****** END OF AGREEMENT EXCEPT FOR SIGNATURES ******

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

CITY OF BOZEMAN, MONTANA

Signed by:

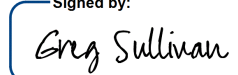
By  
C784E163DE5E414
Chief of Public Works, Interim City Manager
Jon Henderson

ADVANTAGE SPRAYING SERVICES INC.

DocuSigned by:

By 
C9FA0127A5F040C...
Print Name: Patrick Doran
Title: Vice-President

APPROVED AS TO FORM

By 
876992AC9ACA44B...
Greg Sullivan, Bozeman City Attorney

Memorandum

REPORT TO: City Commission

FROM: Katie Canter, Contracts and Sports Parks Coordinator
Mitch Overton, Parks and Recreation Director

SUBJECT: Authorize the City Manager to Sign a Fourth Amendment to the Professional Services Agreement with Clean Slate Group, LLC. for Snow Removal and Maintenance Services in the Parks and Trails District.

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign a Fourth Amendment to the Professional Services Agreement with Clean Slate Group, LLC. for Snow Removal and Maintenance Services in the Parks and Trails District.

STRATEGIC PLAN: 6.5 Parks, Trails & Open Space: Support the maintenance and expansion of an interconnected system of parks, trails and open spaces.

BACKGROUND: On June 1, 2020, the Bozeman City Commission approved Resolution 5180 creating the Bozeman Parks and Trails Special District (District). To accomplish the District objectives the City has developed a multi-year District implementation plan designed to achieve steady calculated increases in level of service standards and sustainable maintenance practices in all City Parks. Beginning July 1, 2020 City's Parks and Recreation Department assumed full responsibility for all of the District's designated park properties including the addition of 235 acres of park land located within subdivision parks previously maintained by home owners/community associations. In September 2021, the Parks and Recreation Department conducted a request for proposals process to acquire professional services required to complete snow removal and additional maintenance services on parks in the District. After careful evaluation and review, Clean Slate Group, LLC. was determined to be a qualified, responsive and responsible vendor for Parks and Trails District Snow Removal Services contract. On November 16, 2021, the City entered into the Agreement with Clean Slate Group, LLC. The Agreement is effective for one year after the date of execution with the option to extend the agreement an additional year upon mutual agreement. Clean Slate Group, LLC. has demonstrated the ability to provide comprehensive snow removal maintenance services for the City's Parks and Trials District and will continue complete the services at select sites as defined and described in Attachment B: PSA Clean Slate Group, LLC. Snow Removal Services. The Attachment A PSA Amendment 4 Clean Slate Group, LLC. Snow Removal Services will extended

the Agreement for an additional one (1) year period and shall terminate on November 16, 2026. In no case, however, may this agreement run longer than five (5) years from the original effective date.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by the City Commission

FISCAL EFFECTS: Funding is currently allocated for this maintenance within the FY26 and FY27 budget in the Parks and Trails District Maintenance Fund account.

Attachments:

[Attachment A PSA Amendment 4 Clean Slate Group LLC..pdf](#)

[Attachment B PSA Clean Slate Group Snow Removal Services.pdf](#)

Report compiled on: September 5, 2025



FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR Parks and Trials District Snow Removal Services dated November 16, 2021 (the “Agreement”) is made and entered into this ____ day of _____, 2025, by and between the **CITY OF BOZEMAN, MONTANA**, a self governing municipal corporation organized and existing under its Charter and the laws of the State of Montana, 121 North Rouse Street, Bozeman, Montana, with a mailing address of PO Box 1230, Bozeman, MT 59771, hereinafter referred to as “City,” and Clean Slate Group LLC., 34 Outlier Way, Bozeman MT 59718 hereinafter referred to as “Contractor.”

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

1. **Extension of Term:** Section 2. The Agreement is extended for an additional one (1) year period. The Agreement shall terminate on November 16, 2026.
2. **Section 4 Payment:** Snow removal and additional miscellaneous services specified in Exhibit B of the Professional Services Agreement between the City and the Contractor are listed for clarification to include updated pricing described in Exhibit A: Schedule of Services – 2025/26 Pricing provided by Clean Slate Group LLC.
3. **Agreement still valid.** All remaining terms and provisions of the Agreement remain valid.

****** END OF AGREEMENT EXCEPT FOR SIGNATURES ******

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

CITY OF BOZEMAN, MONTANA

CLEAN SLATE GROUP LLC.

By _____
Chuck Winn, City Manager

By _____
Print Name:
Title:

APPROVED AS TO FORM

By _____
Greg Sullivan, Bozeman City Attorney

Exhibit A: Schedule of Services – 2025/26 Pricing

Clean Slate Group Parks Snow Removal Pricing '25-'26	
Soroptimist Park	\$75.00
Beall Park	\$55.00
Story Mansion	\$210.00
The Knolls At Hillcrest Park	\$125.00
The Arrows (City Park 2) *new sidewalk	\$85.00



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of November, 2021 (“Effective Date”), by and between the **CITY OF BOZEMAN, MONTANA**, a self-governing municipal corporation organized and existing under its Charter and the laws of the State of Montana, 121 North Rouse Street, Bozeman, Montana, with a mailing address of PO Box 1230, Bozeman, MT 59771, hereinafter referred to as “City,” and, Clean Slate Group LLC., 34 Outlier Way, Bozeman, MT 59718, hereinafter referred to as “Contractor.” The City and Contractor may be referred to individually as “Party” and collectively as “Parties.”

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

1. **Purpose:** City agrees to enter this Agreement with Contractor to perform for City services described in the Scope of Services attached hereto as Exhibit A and by this reference made a part hereof.
2. **Term/Effective Date:** This Agreement is effective upon the Effective Date unless earlier terminated in accordance with this Agreement.
3. **Scope of Services:** Contractor will perform the work and provide the services in accordance with the requirements of the Scope of Services in Exhibit A. For conflicts between this Agreement and the Scope of Services, unless specifically provided otherwise, the Agreement governs.
4. **Payment:** City agrees to pay Contractor the amount specified and attached hereto as Exhibit B. Any alteration or deviation from the described services that involves additional costs above the Agreement amount will be performed by Contractor after written request by the City, and will become an additional charge over and above the amount listed in the Scope of Services. The City must agree in writing upon any additional charges.
5. **Contractor’s Representations:** To induce City to enter into this Agreement, Contractor makes the following representations:
 - a. Contractor has familiarized itself with the nature and extent of this Agreement, the Scope of Services, and with all local conditions and federal, state and local laws, ordinances, rules,

and regulations that in any manner may affect cost, progress or performance of the Scope of Services.

b. Contractor represents and warrants to City that it has the experience and ability to perform the services required by this Agreement; that it will perform the services in a professional, competent and timely manner and with diligence and skill; that it has the power to enter into and perform this Agreement and grant the rights granted in it; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party, whether rights of copyright, trademark, privacy, publicity, libel, slander or any other rights of any nature whatsoever, or violate any federal, state and municipal laws. The City will not determine or exercise control as to general procedures or formats necessary to have these services meet this warranty.

6. Independent Contractor Status/Labor Relations: The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, Montana Code Annotated (MCA), and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law.

Contractor shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

Contractor shall post a legible statement of all wages and fringe benefits to be paid to the Contractor's employees and the frequency of such payments (i.e., hourly wage employees shall be paid weekly). Such posting shall be made in a prominent and accessible location at the Contractor's normal place of business and shall be made no later than the first day of services provided under this Agreement. Such posting shall be removed only upon expiration or termination of this Agreement.

In performing the services under this Agreement, Contractor shall give preference to the employment of bona fide residents of Montana, as required by §18-2-403, MCA, as such term is defined by §18-2-401(1), MCA. When making assignments of work, Contractor shall use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned.

Pursuant to §§18-2-403 and 18-2-422, MCA, Contractor shall pay wages, fringe benefits, and expenses, including travel allowances as set forth in the current Montana Prevailing Wage Rate for Non Construction Services in effect and applicable to Gallatin County, Montana, which schedule is incorporated herein. Contractor shall pay all hourly wage employees on a weekly basis. Violation of the requirements set forth in the above State of Montana schedule of prevailing wage rates may subject the Contractor to the penalties set forth in §18-2-407, MCA. Contractor shall maintain payroll records during the term of this Agreement and for a period of three (3) years following termination of this Agreement.

The Contractor shall ensure that any person, firm or entity performing any portion of the services under this Agreement for which the contractor, subcontractor or employer is responsible, is paid the applicable standard prevailing rate of wages.

In the event that, during the term of this Agreement, any labor problems or disputes of any type arise or materialize which in turn cause any services to cease for any period of time, Contractor specifically agrees to take immediate steps, at its own expense and without expectation of reimbursement from City, to alleviate or resolve all such labor problems or disputes. The specific steps Contractor shall take shall be left to the discretion of Contractor; provided, however, that Contractor shall bear all costs of any related legal action. Contractor shall provide immediate relief to the City so as to permit the services to continue at no additional cost to City.

Contractor shall indemnify, defend, and hold the City harmless from any and all claims, demands, costs, expenses, damages, and liabilities arising out of, resulting from, or occurring in connection with any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes and for any claims regarding underpaid prevailing wages.

7. Indemnity/Waiver of Claims/Insurance: For other than professional services rendered, to the fullest extent permitted by law, Contractor agrees to release, defend, indemnify, and hold harmless the City, its agents, representatives, employees, and officers (collectively referred to for purposes of this Section as the City) from and against any and all claims, demands, actions, fees and costs (including attorney's fees and the costs and fees of expert witness and consultants), losses, expenses, liabilities (including liability where activity is inherently or intrinsically dangerous) or damages of whatever kind or nature connected therewith and without limit and without regard to the cause or causes thereof or the negligence of any party or parties that may be asserted against, recovered from or suffered by the City occasioned by, growing or arising out of or resulting from or in any way related to: (i) the negligent, reckless, or intentional misconduct of the Contractor; or (ii) any negligent, reckless, or intentional misconduct of any of the Contractor's agents.

For the professional services rendered, to the fullest extent permitted by law, Contractor

agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or intentional misconduct of the Contractor or Contractor's agents or employees.

Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the City as indemnitee(s) which would otherwise exist as to such indemnitee(s).

Contractor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City.

Should the City be required to bring an action against the Contractor to assert its right to defense or indemnification under this Agreement or under the Contractor's applicable insurance policies required below, the City shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines the Contractor was obligated to defend the claim(s) or was obligated to indemnify the City for a claim(s) or any portion(s) thereof.

In the event of an action filed against the City resulting from the City's performance under this Agreement, the City may elect to represent itself and incur all costs and expenses of suit.

Contractor also waives any and all claims and recourse against the City, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except "responsibility for [City's] own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent" as per 28-2-702, MCA.

These obligations shall survive termination of this Agreement and the services performed hereunder.

In addition to and independent from the above, Contractor shall at Contractor's expense secure insurance coverage through an insurance company or companies duly licensed and authorized to conduct insurance business in Montana which insures the liabilities and obligations specifically assumed by the Contractor in this Section. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by the Contractor in this Section.

The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the City without

limit and without regard to the cause therefore and which is acceptable to the City. Contractor shall furnish to the City an accompanying certificate of insurance and accompanying endorsements in amounts not less than as follows:

- Workers' Compensation – statutory;
- Employers' Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate;
- Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate;
- Automobile Liability - \$1,000,000 property damage/bodily injury per accident; and
- Professional Liability - \$1,000,000 per claim; \$2,000,000 annual aggregate.

The above amounts shall be exclusive of defense costs. The City shall be endorsed as an additional or named insured on a primary non-contributory basis on the Commercial General, Employer's Liability, and Automobile Liability policies. The insurance and required endorsements must be in a form suitable to City and shall include no less than a thirty (30) day notice of cancellation or non-renewal. Contractor shall notify City within two (2) business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason.

The City must approve all insurance coverage and endorsements prior to the Contractor commencing work.

8. Termination for Contractor's Fault:

a. If Contractor refuses or fails to timely do the work, or any part thereof, or fails to perform any of its obligations under this Agreement, or otherwise breaches any terms or conditions of this Agreement, the City may, by written notice, terminate this Agreement and the Contractor's right to proceed with all or any part of the work ("Termination Notice Due to Contractor's Fault"). The City may then take over the work and complete it, either with its own resources or by re-letting the contract to any other third party.

b. In the event of a termination pursuant to this Section 8, Contractor shall be entitled to payment only for those services Contractor actually rendered.

c. Any termination provided for by this Section 8 shall be in addition to any other remedies to which the City may be entitled under the law or at equity.

d. In the event of termination under this Section 8, Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business

opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

9. Termination for City's Convenience:

a. Should conditions arise which, in the sole opinion and discretion of the City, make it advisable to the City to cease performance under this Agreement, the City may terminate this Agreement by written notice to Contractor ("Notice of Termination for City's Convenience"). The termination shall be effective in the manner specified in the Notice of Termination for City's Convenience and shall be without prejudice to any claims that the City may otherwise have against Contractor.

b. Upon receipt of the Notice of Termination for City's Convenience, unless otherwise directed in the Notice, the Contractor shall immediately cease performance under this Agreement and make every reasonable effort to refrain from continuing work, incurring additional expenses or costs under this Agreement and shall immediately cancel all existing orders or contracts upon terms satisfactory to the City. Contractor shall do only such work as may be necessary to preserve, protect, and maintain work already completed or immediately in progress.

c. In the event of a termination pursuant to this Section 9, Contractor is entitled to payment only for those services Contractor actually rendered on or before the receipt of the Notice of Termination for City's Convenience.

d. The compensation described in Section 9(c) is the sole compensation due to Contractor for its performance of this Agreement. Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

10. Limitation on Contractor's Damages; Time for Asserting Claim:

a. In the event of a claim for damages by Contractor under this Agreement, Contractor's damages shall be limited to contract damages and Contractor hereby expressly waives any right to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature or kind.

b. In the event Contractor wants to assert a claim for damages of any kind or

nature, Contractor shall provide City with written notice of its claim, the facts and circumstances surrounding and giving rise to the claim, and the total amount of damages sought by the claim, within thirty (30) days of the facts and circumstances giving rise to the claim. In the event Contractor fails to provide such notice, Contractor shall waive all rights to assert such claim.

11. Representatives and Notices:

a. City's Representative: The City's Representative for the purpose of this Agreement shall be Luke Kline, Contracts Coordinator or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to the City's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City's Representative is not available, Contractor may direct its communication or submission to other designated City personnel or agents as designated by the City in writing and may receive approvals or authorization from such persons.

b. Contractor's Representative: The Contractor's Representative for the purpose of this Agreement shall be Ryan Rickert or such other individual as Contractor shall designate in writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication shall be directed to Contractor's Representative; provided, however, that in exigent circumstances when Contractor's Representative is not available, City may direct its direction or communication to other designated Contractor personnel or agents.

c. Notices: All notices required by this Agreement shall be in writing and shall be provided to the Representatives named in this Section. Notices shall be deemed given when delivered, if delivered by courier to Party's address shown above during normal business hours of the recipient; or when sent, if sent by email or fax (with a successful transmission report) to the email address or fax number provided by the Party's Representative; or on the fifth business day following mailing, if mailed by ordinary mail to the address shown above, postage prepaid.

12. Permits: Contractor shall provide all notices, comply with all applicable laws, ordinances, rules, and regulations, obtain all necessary permits, licenses, including a City of Bozeman business license, and inspections from applicable governmental authorities, and pay all fees and charges in connection therewith.

13 Laws and Regulations: Contractor shall comply fully with all applicable state and federal laws, regulations, and municipal ordinances including, but not limited to, all workers' compensation laws, all environmental laws including, but not limited to, the generation and disposal of hazardous waste, the Occupational Safety and Health Act (OSHA), the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination, affirmative action, and utilization of minority and small business statutes and regulations.

14. Nondiscrimination and Equal Pay: The Contractor agrees that all hiring by Contractor of persons performing this Agreement shall be on the basis of merit and qualifications. The Contractor will have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. The Contractor will not refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual orientation, gender identity, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction. The Contractor shall be subject to and comply with Title VI of the Civil Rights Act of 1964; Section 140, Title 2, United States Code, and all regulations promulgated thereunder.

Contractor represents it is, and for the term of this Agreement will be, in compliance with the requirements of the Equal Pay Act of 1963 and Section 39-3-104, MCA (the Montana Equal Pay Act). Contractor must report to the City any violations of the Montana Equal Pay Act that Contractor has been found guilty of within 60 days of such finding for violations occurring during the term of this Agreement.

Contractor shall require these nondiscrimination terms of its subcontractors providing services under this Agreement.

15. Intoxicants; DOT Drug and Alcohol Regulations/Safety and Training: Contractor shall not permit or suffer the introduction or use of any intoxicants, including alcohol or illegal drugs, by any employee or agent engaged in services to the City under this Agreement while on City property or in the performance of any activities under this Agreement. Contractor acknowledges it is aware of and shall comply with its responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. City shall have the right to request proof of such compliance and Contractor shall be obligated to furnish such proof.

The Contractor shall be responsible for instructing and training the Contractor's employees

and agents in proper and specified work methods and procedures. The Contractor shall provide continuous inspection and supervision of the work performed. The Contractor is responsible for instructing its employees and agents in safe work practices.

16. Modification and Assignability: This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Contractor may not subcontract or assign Contractor's rights, including the right to compensation or duties arising hereunder, without the prior written consent of the City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

17. Reports/Accountability/Public Information: Contractor agrees to develop and/or provide documentation as requested by the City demonstrating Contractor's compliance with the requirements of this Agreement. Contractor shall allow the City, its auditors, and other persons authorized by the City to inspect and copy its books and records for the purpose of verifying that the reimbursement of monies distributed to Contractor pursuant to this Agreement was used in compliance with this Agreement and all applicable provisions of federal, state, and local law. The Contractor shall not issue any statements, releases or information for public dissemination without prior approval of the City.

18. Non-Waiver: A waiver by either party of any default or breach by the other party of any terms or conditions of this Agreement does not limit the other party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.

19. Attorney's Fees and Costs: In the event it becomes necessary for either Party to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel including the City Attorney's Office staff.

20. Taxes: Contractor is obligated to pay all taxes of any kind or nature and make all appropriate employee withholdings.

21. Dispute Resolution:

a. Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist

in the negotiated settlement discussions.

b. If the parties are unable to resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement.

22. Survival: Contractor's indemnification shall survive the termination or expiration of this Agreement for the maximum period allowed under applicable law.

23. Headings: The headings used in this Agreement are for convenience only and are not be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

24. Severability: If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.

25. Applicable Law: The parties agree that this Agreement is governed in all respects by the laws of the State of Montana.

26. Binding Effect: This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

27. No Third-Party Beneficiary: This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.

28. Counterparts: This Agreement may be executed in counterparts, which together constitute one instrument.

29. Integration: This Agreement and all Exhibits attached hereto constitute the entire agreement of the parties. Covenants or representations not contained herein or made a part thereof by reference, are not binding upon the parties. There are no understandings between the parties other than as set forth in this Agreement. All communications, either verbal or written, made prior to the date of this Agreement are hereby abrogated and withdrawn unless specifically made a part of this Agreement by reference.

30. Consent to Electronic Signatures: The Parties have consented to execute this Agreement electronically in conformance with the Montana Uniform Electronic Transactions Act, Title 30, Chapter 18, Part 1, MCA.

31. Extensions: this Agreement may, upon mutual agreement, be extended for a period of one year by written agreement of the Parties. In no case, however, may this Agreement run longer than three years.

****** END OF AGREEMENT EXCEPT FOR SIGNATURES ******

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written or as recorded in an electronic signature.

CITY OF BOZEMAN, MONTANA

Clean Slate Group, LLC

DocuSigned by:
By Jeff Mihelich
251607FD8A824A6...
Jeff Mihelich, City Manager



DocuSigned by: **CONTRACTOR (Type Name Above)**

DocuSigned by:
By Ryan Rickert
4DC1DC08B9DB4CF...
Print Name: Ryan Rickert
Print Title: President/Founder

APPROVED AS TO FORM:

DocuSigned by:
By Anna Saverud
A153E6BAA29C4F5...
Anna Saverud, Assistant City Attorney

Exhibit A



REQUEST FOR PROPOSAL (RFP)

PARKS & TRAILS DISTRICT SNOW REMOVAL SERVICES

CITY OF BOZEMAN

Bozeman, MT

City of Bozeman
PO Box 1230
Bozeman, MT 59771-1230

September 2021

Exhibit A

I. INTRODUCTION

The City of Bozeman (Owner), is seeking proposals from qualified contractors to provide snow and ice removal services for the Parks and Recreation Department.

The Owner intends to enter into a contract with the selected firm that will include snow and ice removal services on an “as-needed” basis beginning October 15, 2021 through April 30, 2022. Work is to be completed within 24 hours of notification from the Parks and Recreation Superintendent.

This RFP shall not commit the Owner to enter into an agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services. The Owner reserves the right to accept or reject all responses received as a result of this RFP if it is in the Owner’s best interest to do so.

This procurement is governed by the laws of the State of Montana and venue for all legal proceedings shall be in the 18th Judicial District Court, Gallatin County. By offering to perform services under this RFP, all Submitters agree to be bound by the laws of the State of Montana and of the Owner, including, but not limited to, applicable wage rates, payments, gross receipts taxes, building codes, equal opportunity employment practices, safety, non-discrimination, etc.

II. PROJECT BACKGROUND AND DESCRIPTION

On May 5, 2020, the City of Bozeman approved the Bozeman Parks and Trails Special District (District). With the endorsement of Bozeman resident’s the District granted the City authorization to conduct annual levy assessments for funding to maintain and operate all of the City owned parks and trails. To accomplish the District objectives the City has developed a multi-year Parks and Trails District implementation plan designed to achieve steady calculated increases in level of service standards and sustainable maintenance practices in all City Parks.

On July 1, 2020, the City’s Parks and Recreation Department assumed full responsibility for all of the District’s designated park properties including the addition of 217 acres of park land located within subdivision parks previously maintained by home owners/community associations. To address the requirements for all maintenance, operations, capital and deferred maintenance needed in the new District the City will establish contracts for professional services with qualified contractors.

The City of Bozeman is seeking proposals from contractors to perform grounds and landscape maintenance for parks, trails and amenities within the District. Contractor will provide services to ensure that City landscapes are effectively and efficiently maintained for the benefit of the city and its residents. The selected contractor will begin snow removal services in October 2021 and continue services through the completion of the winter season at the end of April 2022.

Exhibit A

The routine services will be conducted for approximately a 28 week period in total or approximately 7 months per year.

III. SCOPE OF SERVICES

The City of Bozeman Parks and Recreation Department is in need of a contractor to remove snow and ice from sidewalks and park areas within the Bozeman city limits. Snow removal will be performed on an “as needed” schedule during 2021-2022 winter season.

The scope of services includes:

1. The Contractor is to perform snow and ice removal of sidewalks, pedestrian crossings any other areas as determined by the Parks Superintendent. Services shall be completed through various methods such as, but not limited to: chipping, ice melts, blowing, shoveling, plowing, etc.
2. The Contractor shall use equipment no wider than the sidewalk which is being cleaned. Equipment shall be of a weight that will not damage the sidewalk or adjacent property. The contractor shall maintain his operation within the public right of way.
3. Snow and ice must be completely removed from the sidewalks before payment will be made to the contractor and shall not be moved into streets. If salt or other chemicals are used to loosen ice, only the minimum amount of salt or other chemicals will be used to adequately perform this function and the contractor shall refrain from depositing any resulting salt/ice mixture onto private property, grassed, or landscaped area.
4. Snow and ice removal shall commence within twenty-four (24) hours after notice by the City is given to the contractor. The Contractor may be required to work on any day of the week, including holidays.

Other related services may be requested on an as needed basis. Locations may be added or removed from the contract at any time. The final scope of services may change and will be contained in a professional services agreement to be executed by the City and the selected Contractor.

IV. PROPOSAL REQUIREMENTS

Firms interested in providing the services described above are requested to submit the following information. Responses to each item should appear in the same order as listed in this RFP and should identify the item to which the responses applies.

Proposal shall provide the following information, include, at a minimum, the following items:

Exhibit A

1. An executive summary not exceeding two pages which summarizes key points of the proposal and which is signed by an officer of the firm who is responsible for committing the firm's resources.
2. A narrative describing the contractor's qualifications as they relate to the Scope of Services, including the contractor's availability of staffing to perform the tasks and response times for work requests submitted by the City Parks and Recreation Department.
3. Provide a quote for **fixed per hour rate** for services listed within Scope of Services. Cost must include and define all equipment, labor, materials provided and description for all service provided at fixed per hour rate.
4. Provide a quote for **fixed per hour rate** for additional services available if not listed in the scope of services. Include description of all equipment, labor and materials provided at fixed per hour cost. Provide additional information is needed to describe all services.
5. Contractor shall include any current industry professional certifications, relevant expertise or experience, three (3) references for similar completed work and work previously/currently being performed for the City of Bozeman.

Affirmation of Nondiscrimination (see Appendix A)

Non-completion of the Affirmation of Nondiscrimination is cause for disqualification of firms.

V. TIMELINES, DELIVERY DEADLINE, AND INSTRUCTIONS

EVENT	DATE/TIME
Publication dates of RFQ	Sunday, September 19, 2021 Sunday, September 26, 2021
Deadline for receipt of proposals	No later than 2 PM, MST, October 7, 2021
Evaluation of proposals	TBD
Interviews (if necessary) and Selection of consultants	TBD

With the exception of the advertising dates and advertised due date, the City reserves the right to modify the above timeline.

Deliver RFPs via email to the City Clerk (agenda@bozeman.net) by **October 7th at 2PM MST**. It is the sole responsibility of the proposing party to ensure that proposals are received prior to the closing time as late submittals will not be accepted and will be returned unopened. All proposals must be provided as a single, searchable PDF document file and be submitted digitally as an email attachment to the RFP Recipient email address agenda@bozeman.net. Respondents are advised that Recipient's email attachment size limit is 25MB and that only one

Exhibit A

PDF file will be allowed per response. The subject line of the transmittal email shall clearly identify the RFP title, company name and due date/time. File sizes greater than 25MB in size may be uploaded to bncloud.bozeman.net upon special arrangement of the Recipient; however, it is the respondent's sole responsibility to ensure the file upload is completed, and that the Recipient is separately notified via email of same, prior to the given deadline.

VI. AMENDMENTS TO SOLICITATION

Any interpretation or correction of this request will be published on the City's webpage. The deadline for questions related to this document is 2 PM MST on September 30th, 2021.

VII. CONTACT INFORMATION

Any administrative questions regarding proposal procedures should be directed to: Mike Maas, City Clerk, (406) 582-2321, agenda@bozeman.net

Questions relating to scope of services should be directed to: Luke Kline, Contracts Coordinator, lkline@bozeman.net, and (406) 582-2290.

VIII. SELECTION PROCEDURE

A review committee will evaluate all responses to the RFP that meet the submittal requirements and deadline. Submittals that do not meet the requirement or deadline will not be considered. The review committee will rank the proposals and may arrange interviews with the finalist(s) prior to selection. Selection may be made directly based on the written RFP submission.

If interviews occur, the selection of finalists to be interviewed will be made by a selection committee representing the City of Bozeman. The selection of interview candidates will be based on an evaluation of the written responses to the RFPs.

All submitted proposals must be complete and contain the information required as stated in the "Request for Proposals."

IX. SELECTION CRITERIA

Proposals will be evaluated based on the following criteria:

- [10 points] Executive Summary
- [60 points] Qualifications of the Firm for Scope of Services; Cost
- [30 points] Related Experience with Similar Projects

Exhibit A

X. FORM OF AGREEMENT

The Contractor will be required to enter into a contract with the City in substantially the same form as the professional services agreement attached as Appendix B.

XI. CITY RESERVATION OF RIGHTS / LIABILITY WAIVER

All proposals submitted in response to this RFP become the property of the City and public records and, as such, may be subject to public review.

A SUBMISSION IN RESPONSE TO THIS REQUEST FOR QUALIFICATIONS CONFERS NO RIGHTS UPON ANY RESPONDENTS AND SHALL NOT OBLIGATE THE CITY IN ANY MANNER WHATSOEVER. THE CITY RESERVES THE RIGHT TO MAKE NO AWARD AND TO SOLICIT ADDITIONAL REQUEST FOR QUALIFICATIONS AT A LATER DATE.

- A. This RFP may be canceled or any or all responses may be rejected in whole or in part, as specified herein, when it is in the best interests of the City. If the City cancels or revises this RFP, all Respondents who submitted will be notified using email.
- B. The City reserves the right to accept or reject any and all proposals; to add or delete items and/or quantities; to amend the RFP; to waive any minor irregularities, informalities, or failure to conform to the RFP; to extend the deadline for submitting proposals; to postpone award for up to 60 days; to award one or more contracts, by item or task, or groups of items or tasks, if so provided in the RFP and if multiple awards or phases are determined by the City to be in the public interest.
- C. The City of Bozeman reserves the right to reject the proposal of any person/firm who previously failed to perform properly to the satisfaction of the City of Bozeman, or complete on time agreements of similar nature, or to reject the proposal of any person/firm who is not in a position to perform such an agreement satisfactorily as determined by the City of Bozeman.
- D. The City of Bozeman reserves the right to determine the best qualified Contractor and negotiate a final scope of service and cost, negotiate a contract with another Contractor if an agreement cannot be reached with the first selected Contractor, or reject all proposals.
- E. The professional services contract between the City of Bozeman and the successful Contractor will incorporate the Contractor's scope of service and work schedule as part of the agreement (see Appendix B for form of professional services agreement. The professional services agreement presented to the Contractor may differ from this form as appropriate for the scope of services).
- F. This RFP does not commit the City to award a contract. The City assumes no liability or responsibility for costs incurred by firms in responding to this request for proposals or

Exhibit A

request for interviews, additional data, or other information with respect to the selection process, prior to the issuance of an agreement, contract or purchase order.

The Contractor, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

G. The City reserves the right to cancel, in part or in its entirety, this RFP including, but not limited to: selection procedures, submittal date, and submittal requirements. If the City cancels or revises this RFP, all Contractors who submitted proposals will be notified using email.

H. Projects under any contract are subject to the availability of funds.

XII. NONDISCRIMINATION AND EQUAL PAY POLICY

The City of Bozeman requires each entity submitting under this notice shall affirm, on a separate form provided, that it will not discriminate on the basis of race, color, religion, creed, sex, age, marital status, national origin, or because of actual or perceived sexual orientation, sexual preference, gender identity, or disability in fulfillment of a contract entered into for the services identified herein and that this prohibition on discrimination shall apply to the hiring and treatment of the submitting entity's employees and to all subcontracts it enters into in the fulfillment of the services identified herein. Failure to comply with this requirement shall be cause for the submittal to be deemed nonresponsive.

The City also requires each entity submitting under this notice shall affirm it will abide by the Equal Pay Act of 1963 and Section 39-3-104, MCA (the Montana Equal Pay Act), and has visited the State of Montana Equal Pay for Equal Work "best practices" website, <https://equalpay.mt.gov/BestPractices/Employers>, or equivalent "best practices publication and has read the material.

XIII. MISCELLANEOUS

- A. **No Oral Agreements.** No conversations or oral agreements with any officer, employee, or agent of the City shall affect or modify any term of this solicitation. Oral communications or any written/email communication between any person and City officer, employee or agent shall not be considered binding.
- B. **No Partnership/Business Organization.** Nothing in this solicitation or in any subsequent agreement, or any other contract entered into as a result of this solicitation, shall constitute, create, give rise to or otherwise be recognized as a partnership or formal business organization of any kind between or among the respondent and the City.
- C. **Employment Restriction and Indemnity.** No person who is an owner, officer, employee, contractor, or consultant of a respondent shall be an officer or employee of the City. No rights of the City's retirement or personnel rules accrue to a respondent,

Exhibit A

its officers, employees, contractors, or consultants. Respondents shall have the responsibility of all salaries, wages, bonuses, retirement, withholdings, worker's compensation and occupational disease compensation, insurance, unemployment compensation other benefits and taxes and premiums appurtenant thereto concerning its officers, employees, contractors, and consultants. Each Respondent shall save and hold the City harmless with respect to any and all claims for payment, compensation, salary, wages, bonuses, retirement, withholdings, worker's compensation and occupational disease compensation, insurance, unemployment compensation other benefits and taxes and premiums in any way related to each respondent's officers, employees, contractors and consultants.

- D. **Accessibility.** Upon reasonable notice, the City will provide assistance for those persons with sensory impairments. For further information please contact the ADA Coordinator Mike Gray at 406-582-3232 or the City's TTY line at 406-582-2301.
- E. **Procurement.** When discrepancies occur between words and figures in this solicitation, the words shall govern. No responsibility shall attach to a City employee for the premature opening of an RFP not properly addressed and identified in accordance with these documents.
- F. **Governing Law.** This solicitation and any disputes arising hereunder or under any future agreement shall be governed and construed and enforced in accordance with the laws of the State of Montana, without reference to principles of choice or conflicts of laws.

XIV. ATTACHMENTS

The following exhibits are incorporated in this RFP:

Appendix A: Non-Discrimination Affirmation

Appendix B: Form of Professional Services Agreement

END OF RFP

Exhibit B

Clean Slate Group
 34 Outlier Way Bozeman, MT 59718
 28 September 2021

2021/2022 Parks & Trails District Snow Removal Services Contract Proposal

The City of Bozeman is seeking proposals from firms to provide snow and ice removal services on an “as needed” basis for the City of Bozeman Parks and Recreation Department beginning on October 15, 2021 and ending April 30th, 2022. Clean Slate Group (CSG) understands that our services will be conducted routinely, as needed, for approximately 28 weeks in total or a 7 month period (or anytime of the year, because ‘it’s Montana after all!’). CSG understands that a contract proposal does not enter the City of Bozeman into an agreement to pay any expenses incurred in preparation of this response to proposal. CSG also understands that the City of Bozeman reserves the right to accept or reject this proposal if it is in their best interest to do so. CSG understands and agrees that we will operate under the laws set out by the State of Montana and the City of Bozeman, including but not limited to applicable wage rates, payments, gross receipts taxes, equal opportunity employment, safety, non-discrimination, etc. Additionally, the entire CSG team understands that at the end of the day, you have your word and your name. Each of us takes great pride in working hard, being honorable and representing ourselves & our clients well. With CSG, you will get a courteous crew of hard working individuals that know how to be professional at all times and be a value-add wherever they go.

CSG agrees to the following: snow and ice removal of sidewalks, pedestrian crossings and any other areas determined by the Parks Superintendent. We agree that our services shall be completed through the means of chipping, ice melts, blowing, shoveling, and plowing. CSG agrees to use equipment no wider than the sidewalk which is being cleaned, and the equipment used shall be of a weight that will not damage the sidewalk or adjacent property. CSG agrees to the terms of snow and ice being completely and properly removed before any payment will be made by the city. CSG also agrees to use the minimum amount of salt or ice melt necessary to complete the task of breaking up ice, to insure landscaping or private property is not damaged. CSG also agrees that snow removal will be completed within twenty-four hours after notice by the city is given. CSG understands that work may have to be completed during the weekends and even holidays if needed.

Sincerely,

Ryan Rickert
 Founder/President
 Clean Slate Group, LLC

Exhibit B

CSG has a dedicated crew of 5 employees for snow removal throughout the winter and spring months, as well as for gopher mitigation, dog station & park trash maintenance, etc throughout the year. We operate our snow removal division with an assortment of different equipment and tools. Our equipment includes, but is not limited to:

- 2020 Canam Outlander four wheeler with a 54" adjustable blade snowplow
- 12' equipment trailer
- 2 walk behind snow blowers
- Snow shovels, ice chippers, misc handheld snow removal equipment

Upon acceptance of this proposal, CSG has a pending purchase of a 2021 Bobcat 5600 Toolcat with: snow brush, snow plow, and material spreader, as well as a 2021 Titan 20' equipment trailer.

For the services laid out in this proposal CSG charges \$70.00 per man hour. This charge reflects the cost to CSG for all of the following: payroll for fair labor wages, fuel costs, insurance, equipment maintenance costs, consumables (ice melts and brines), and general overhead costs. In CSG's experience of doing snow removal at high priority parks like Peets Hill we have found it advantageous to deploy multiple employees at one location to get projects done quickly, prior to significant foot traffic and to the highest quality possible. This charge is for CSG's general snow removal services.

For the additional snow and ice removal services or any miscellaneous services, which include but are not limited to, hand shoveling handicap access ramps, breaking up ice dams and other ice hazards, widening paths and brooming sidewalks upon arrival of Toolcat, spraying beet based brines where salt or sand are unacceptable, and custom snow removal work (hand shoveling certain areas where machinery will not work). CSG's hourly rate remains \$70.00 dollar an hour fee. This charge is representative to the costs of: consumables overhead, fuel, equipment maintenance and equipment overhead. CSG takes these additional snow and ice removal services very seriously and we try to take care of them with the utmost expediency, so we may deploy as many employees as necessary to resolve these issues and get the job site back to normal.

CSG has had a long history of working for the City of Bozeman with a variety of site services, including graffiti removal and prevention since November of 2011. During the 2020 to 2021 snow season, CSG spent 107 hours doing snow removal for the City of Bozeman Parks and Rec at Arrow Dog Park and Burke/Peet's Hill Park walking trail. CSG has multiple contracts with the city for gopher abatement work, dog station maintenance, and the sanitization of bathrooms for City of Bozeman parks. We provide snow removal, graffiti removal/prevention and gopher abatement services to multiple private companies throughout the city. References for this prior work can be contacted below.

- Thom White at City of Bozeman Parks (406)-579-6331 or twhite@bozeman.net
- Chris Leonard at Bridger Ops: (406)-539-9862 or chris@bridgerops.com
- Irene Dahl at Dahl Funeral Home: (406)-586-5298 or irene@dahlcares.com

Additional Professional Certifications CSG and its employees hold:

Montana Department of Agriculture, Commercial Pesticide Applicator Licence # **106369-12**

Exhibit B**Attachment A****NONDISCRIMINATION AND EQUAL PAY AFFIRMATION**

Clean Slate Group LLC (name of entity submitting) hereby affirms it will not discriminate on the basis of race, color, religion, creed, sex, age, marital status, national origin, or because of actual or perceived sexual orientation, gender identity or disability and acknowledges and understands the eventual contract will contain a provision prohibiting discrimination as described above and this prohibition on discrimination shall apply to the hiring and treatments or proposer's employees and to all subcontracts.

In addition, Clean Slate Group LLC (name of entity submitting) hereby affirms it will abide by the Equal Pay Act of 1963 and Section 39-3-104, MCA (the Montana Equal Pay Act), and has visited the State of Montana Equal Pay for Equal Work "best practices" website, <https://wayback.archive-it.org/499/20210701223409/https://equalpay.mt.gov/>, or equivalent "best practices publication and has read the material.

[Signature] Founder & President
Name and title of person authorized to sign on behalf of submitter



FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR Parks and Trials District Snow Removal Services dated November 16, 2021 (the “Agreement”) is made and entered into this ¹ day of November, 2022, by and between the **CITY OF BOZEMAN, MONTANA**, a self governing municipal corporation organized and existing under its Charter and the laws of the State of Montana, 121 North Rouse Street, Bozeman, Montana, with a mailing address of PO Box 1230, Bozeman, MT 59771, hereinafter referred to as “City,” and Clean Slate Group LLC., 34 Outlier Way, Bozeman MT 59718 hereinafter referred to as “Contractor.”

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

1. **Section 31 of the Agreement is replaced in its entirety with the following:**
31. Extensions: This Agreement may, upon mutual agreement, be extended for a period of one (1) year by written agreement of the Parties. In no case, however, may this Agreement run longer than five years.
2. **Extension of Term:** Section 31. Extensions: Professional Service Agreement between City and Contractor dated November 16, 2021 is extended for an additional one (1) year period. The Agreement shall terminate on November 16, 2023.
3. **Section 4 Payment:** Snow removal and additional miscellaneous services described in the Agreement as Exhibit B are listed for clarification in the Attachment A Schedule of Services Table provided by Clean Slate Group LLC.
4. **Agreement still valid.** All remaining terms and provisions of the Agreement remain valid.

****** END OF AGREEMENT EXCEPT FOR SIGNATURES ******

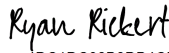
IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BOZEMAN, MONTANA

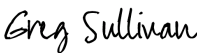
CLEAN SLATE GROUP LLC.

DocuSigned by:
By 
254607FD8A824A6...
Jeff Mihelich, City Manager



DocuSigned by:
By 
4DC1DC08B9DB4CF...
Print Name: Ryan Rickert
Title: President/Founder

APPROVED AS TO FORM

DocuSigned by:
By 
876002AC9ACA44B...
Greg Sullivan, Bozeman City Attorney

Attachment A

Clean Slate Group has had a long history of working with the City of Bozeman to help with achieving their goals in a manner that results in both parties benefiting mutually. CSG's hourly rates are a flat rate which are a representation of CSG's expertise and overhead costs. Included in the hourly price is; fair wage payroll, fuel costs, insurance, consumables, equipment maintenance costs and general overhead costs. Additional miscellaneous services described in the contract proposal dated 28 September 2021 are included and broken down by cost in the table below to better aid in the understanding of CSG's value to the city as a contractor for all types of work.

Services Provided by Clean Slate Group	Hourly Rate Per Man Hour
Mobile Pressure Washing / Surface Cleaning	\$70.00
Dog Station and Park Trash Maintenance	\$65.00
Poison Free Gopher Mitigation	\$70.00
General Labor	\$65.00
Snow Removal	\$70.00
Spring Trail Cleanup / Sweeping	\$70.00
Parks Woodchip Replenishing	\$70.00
Poison Free Weed Removal	\$65.00
Bathroom Sanitization	\$65.00
Park Cleanup	\$65.00



SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR Parks and Trials District Snow Removal Services dated November 16, 2021 (the “Agreement”) is made and entered into this 24th day of October, 2023, by and between the **CITY OF BOZEMAN, MONTANA**, a self governing municipal corporation organized and existing under its Charter and the laws of the State of Montana, 121 North Rouse Street, Bozeman, Montana, with a mailing address of PO Box 1230, Bozeman, MT 59771, hereinafter referred to as “City,” and Clean Slate Group LLC., 34 Outlier Way, Bozeman MT 59718, hereinafter referred to as “Contractor.”

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

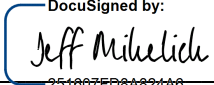
1. **Extension of Term.** Section 31 Professional Service Agreement between City and Contractor dated November 16, 2021 is extended for an additional one (1) year period. The Agreement shall terminate on November 16, 2024.
2. **Scope of Work:** Exhibit C is added as an additional scope of work agreed to between the Contractor and the City to perform snow removal services in the downtown surface lots. The rates contained in Exhibit C will only apply to those services.
3. **Agreement still valid.** All remaining terms and provisions of the Agreement remain valid.

****** END OF AGREEMENT EXCEPT FOR SIGNATURES ******

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

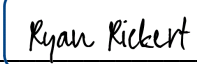
CITY OF BOZEMAN, MONTANA

DocuSigned by:

By  
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Jeff Mihelich, City Manager

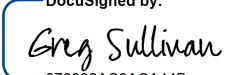
CLEAN SLATE GROUP LLC.

DocuSigned by:

By 
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Ryan Rickert, President/Founder

APPROVED AS TO FORM

DocuSigned by:

By 
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Greg Sullivan, Bozeman City Attorney



City of Bozeman Public Parking Lots Snow Removal 2023-2024

Overview

Clean Slate Group Urban Beautification division will be responsible for the removal of snow and ice for all four City of Bozeman downtown public parking lots. The snow removal will include the four lots and surrounding sidewalks as indicated in the locations and maps section below.

Location Specifics

- Black Public Parking Lot (*figure 1*)
 - Address: 106 E Mendenhall St, Bozeman, MT 59715
- Wilson North Public Parking Lot (*figure 2*)
 - Address: 41 W Mendenhall St, Bozeman, MT 59715
- Wilson South Public Parking Lot (*figure 3*)
 - 24 N Willson Ave, Bozeman, MT 59715
- Rouse Public Parking Lot (*figure 4*)
 - 315 E Babcock St, Bozeman, MT 59715

Pricing

We will bill using a retainer-hybrid model of pricing that will be based on a per push basis. A push will constitute the removal of snow and ice at all four parking lots and the surrounding sidewalks (see locations below). Any accumulating snow between .5" and 2" may require a push at our discretion. Any snow accumulation of 2" or more automatically necessitates a push of all areas, at all locations.

There will be six (6) pushes included within the \$6,000 per month retainer, and any additional pushes will be billed at \$800 per push for all four parking lots and the surrounding sidewalks. Any snow removal taking place outside of the retainer window (before November 1st & after April 15th) will be billed at \$1,200 per push.

Exhibit C

Retainer Pricing Model

Retainer Price per Month* (Nov 1-April 15**)	\$6,000
# of Pushes within Retainer	6
Price per Push Above Retainer Threshold (7+)	\$800

*Outside of retainer: \$1,200 per push (before Nov 1st, after April 15th)

**Only 1/2 retainer for April

Equipment to be Used

- 2021 Bobcat Toolcat with 6' articulating snow blade & ~1.5' wing attachments
- 2023 Ariens Mammoth 850 Tractor with 48" V-plow, 48" snow blower, & 44" brush attachments
- Hand shovels where needed

Snow Sacrifice Zones

- As indicated in parking lot maps in **Red** (figures 1-4)

Special Requests

- Hand-shoveling around parking space sensors located at each lot entrance to reduce likelihood of damage. As indicated in parking lot maps in **Green** (figures 1-4).

Maps (see below)

- **Yellow:** Parking lot snow removal area to be completed by Bobcat Toolcat
- **Blue:** Sidewalk snow removal area to be completed by Ariens Mammoth & hand shoveling
- **Red:** Snow sacrifice zones for snow storage throughout the season. May be extended depending on snowfall amount
- **Green:** Hand-shovel zones at lot entrances to reduce risk of damage to in-ground lot counter sensors

Exhibit C



Figure 1- Black Public Parking Lot

Exhibit C



Figure 2- Wilson North Public Parking Lot

Exhibit C

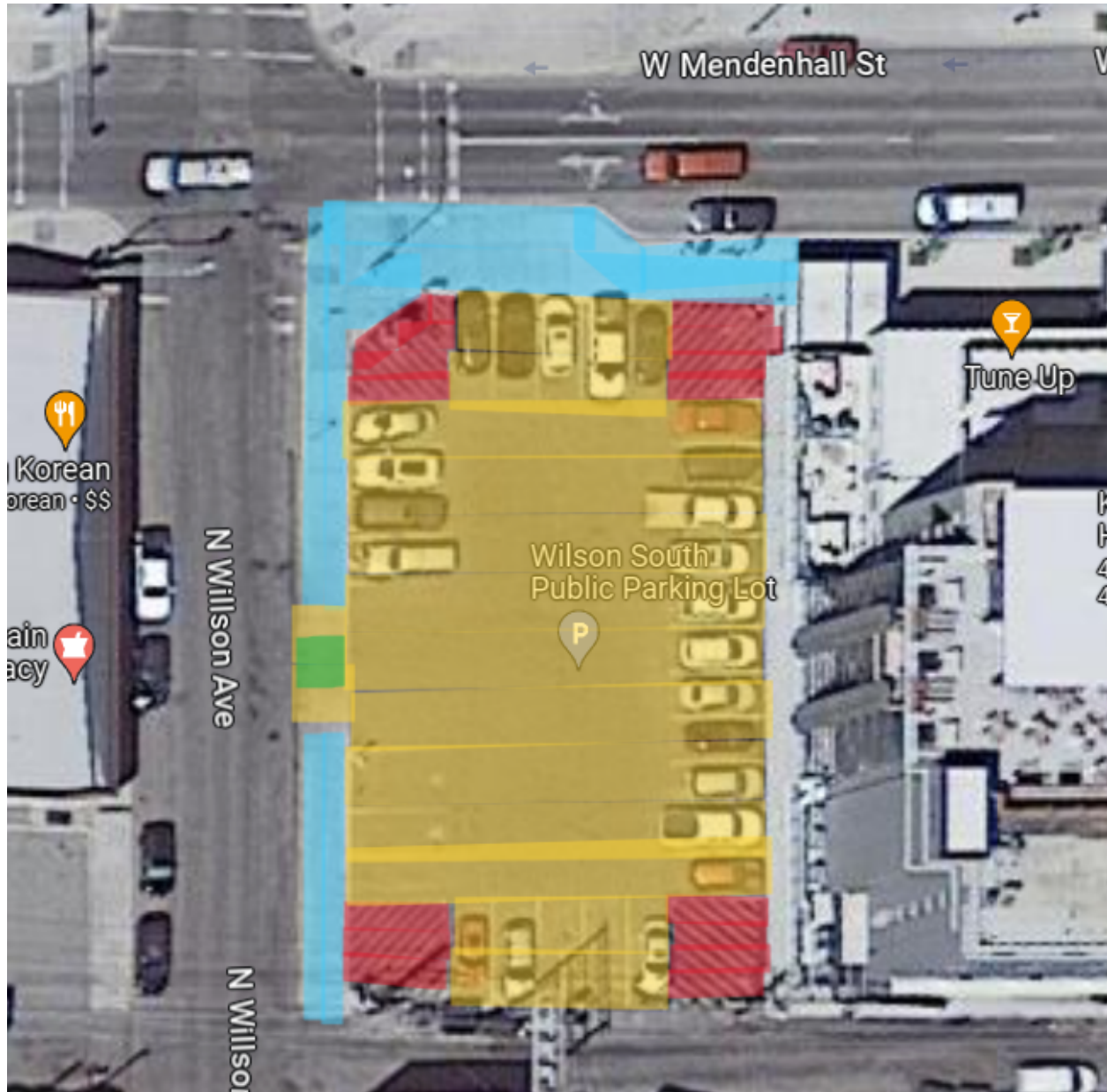


Figure 3- Wilson South Public Parking Lot

Exhibit C

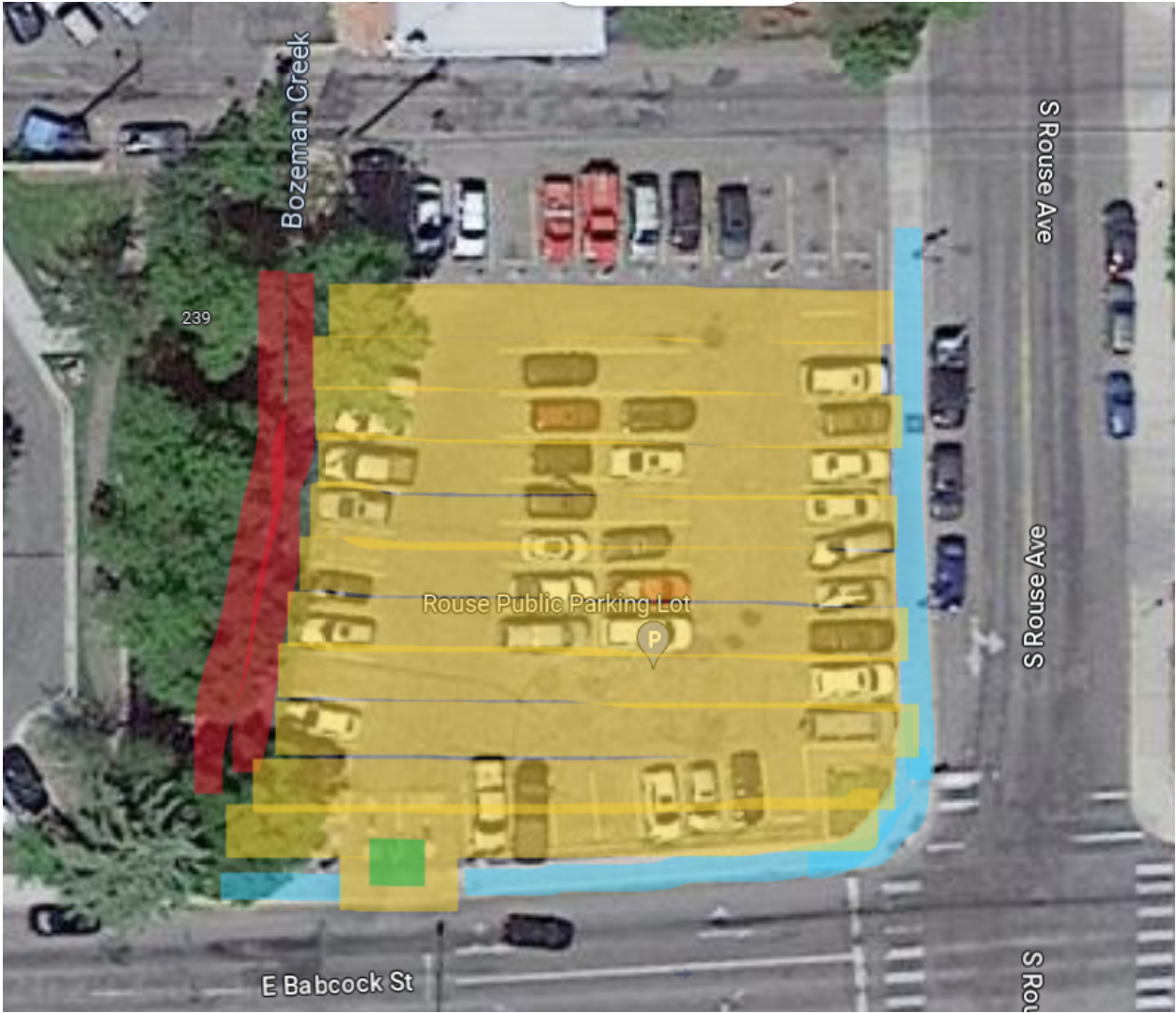


Figure 4- Rouse Public Parking Lot



THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR Parks and Trials District Snow Removal Services dated November 16, 2021 (the “Agreement”) is made and entered into this 1st day of October, 2024, by and between the **CITY OF BOZEMAN, MONTANA**, a self governing municipal corporation organized and existing under its Charter and the laws of the State of Montana, 121 North Rouse Street, Bozeman, Montana, with a mailing address of PO Box 1230, Bozeman, MT 59771, hereinafter referred to as “City,” and Clean Slate Group LLC., 34 Outlier Way, Bozeman MT 59718 hereinafter referred to as “Contractor.”

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

1. **Extension of Term:** Section 31. Extensions: Professional Service Agreement between City and Contractor dated November 16, 2021 is extended for an additional one (1) year period. The Agreement shall terminate on November 16, 2025.
2. **Scope of Services:** It is the intention of the parties that the scope of services include the amendment agreed to in the Second Amendment to the Professional Services Agreement, dated October 24, 2023.
3. **Agreement still valid.** All remaining terms and provisions of the Agreement remain valid.

****** END OF AGREEMENT EXCEPT FOR SIGNATURES ******

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

CITY OF BOZEMAN, MONTANA

Signed by:

By 
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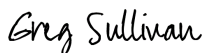
Jon Henderson
Jon Henderson

CLEAN SLATE GROUP LLC.

Signed by:

By 
4DC4DC08B0DB4CF...
Print Name: Ryan Rickert
Title: President/Founder

APPROVED AS TO FORM

By 
876902AC0AGA44B...
Greg Sullivan, Bozeman City Attorney

Memorandum

REPORT TO: City Commission

FROM: Natalie Meyer, Sustainability Program Manager
Max Ziegler, Facilities Assistant Superintendent
Matt Workman, Streets Superintendent
Sam Bearzi, Fleet Manager
Jon Henderson, Assistant City Manager

SUBJECT: Authorize the City Manager to Sign a Sales Order with Ford Pro for an Electric Vehicle Direct Current Fast Charger (DCFC), Software, and Maintenance Agreement at the Shops Complex

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign a Sales Order with Ford Pro for an Electric Vehicle Direct Current Fast Charger (DCFC), Software, and Maintenance Agreement at the Shops Complex.

STRATEGIC PLAN: 4.3 Strategic Infrastructure Choices: Prioritize long-term investment and maintenance for existing and new infrastructure.

BACKGROUND: The Bozeman Shops Complex Electric Vehicle (EV) charging station sales order provides equipment and software to serve the City's growing EV fleet. The charging station will be centrally located to the Streets, Water and Sewer, and Parks Departments, significantly reducing charge times compared to Level 2 charging. The charging station will serve all fleet vehicles that require charging between shifts or lack access to overnight depot charging. The 120 kW station will provide a 15% to 80% charge for standard range fleet vehicles (98 kWh) in approximately 60 to 75 minutes. The charging stations will be equipped with software for managed charging and data reports. The charging station installation supports the City of Bozeman in the transition to fleet electric vehicles and equipment, resulting in reduced operating costs, greenhouse gas emissions, and improved local air quality.

The Ford Pro EV charging sales order includes (1) dual-port 120 kW Direct Current Fast Charger (DCFC), onboarding services, a 5-year software agreement, and a 5-year extended service plan.

Electrical engineering design work is currently underway. A utility electric service upgrade will be required to provide additional EV charging at the Shops Complex, a central fueling hub for the City's fleet. The charging station may be moved if operations at the Shops Complex are relocated in the

future.

The purchase complies with the State of Montana and the City's purchasing policy under an approved cooperative purchasing agreement. Multiple quotes were also compiled to ensure competitive pricing and services. By authorizing the City Manager to sign the sales order, the City agrees to the hardware and software terms and conditions.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by the City Commission.

FISCAL EFFECTS: This sales order will incur a fixed cost of \$69,327.90 to be paid by the Sustainability Division CIP project GF245 - Energy Projects in FY26. Sufficient funding is available for the sales order and the additional electrical design, utility upgrades, permitting, and installation. Upon project completion, the City will file for the Alternative Fuel Vehicle Refueling Property Credit (30C) available to tax-exempt organizations through June 30, 2026.

Attachments:

[FordPro_ShopsComplex_Sales Order.pdf](#)

Report compiled on: September 11, 2025



Ford Pro™ Charging

Sales Order for CITY OF BOZEMAN

About Ford Pro™

Ford Pro™ offers comprehensive charging solutions and services to help better plan, deploy and operate electric vehicle fleets. Getting charging right is a complex undertaking and each individual element requires effective strategy and execution to achieve value. Ford Pro™ provides a complete end-to-end solution.

Ford Pro™ customers will have access to purpose-built electric vehicles; a variety of charging solutions; professional design, build and installation services; OEM-grade telematics data; comprehensive charging management solutions and integrated driver reimbursement reporting.

Ford Pro™ Charging allows customers to manage and optimize fleet operations via the Ford Pro™ Depot Charging Software. This platform maximizes fleet uptime, helps optimize charging costs, tracks key KPIs and performance.

This Sales Order will typically have 4 elements:

- Design-Build & Installation Services
- Ford Pro™ Depot Charging Software
- Ford Pro™ Charging Hardware
- Warranty & Preventative Maintenance

Created by:	Prepared for:
Steven Forbes (Ford Pro Charging) Quote Created: 7/24/2025 3:27 PM	Natalie Meyer



Ford Pro™ Charging

Fleet Charging Analysis & Planning

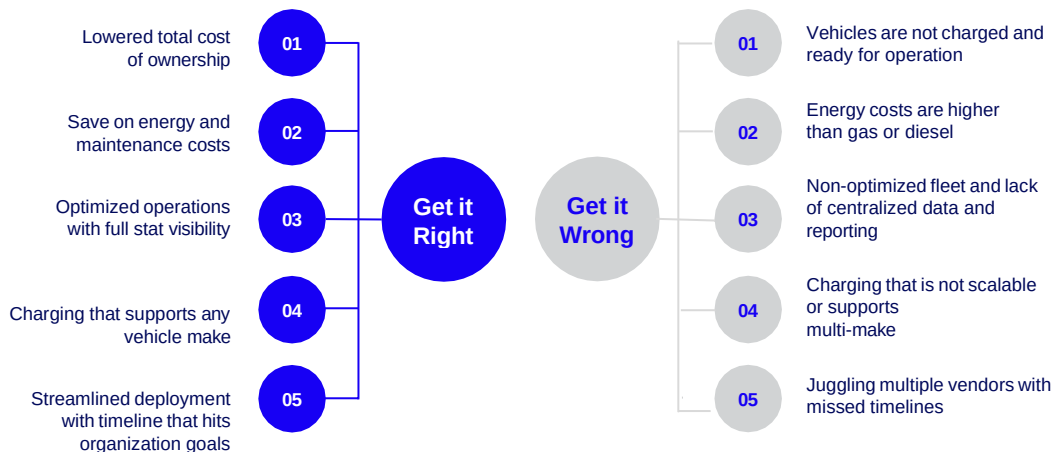
Analysis

Ford Pro™ consultants meet individually with fleet managers to understand the unique needs of their fleets and help recommend the best package of electric vehicles and charging solutions to get the job done. The Ford Pro™ consulting team was founded to help educate fleet managers on electric vehicles, behaviors and Ford Pro™ software that maximize the capability of their electric vehicles, maximizing value to customer fleets and minimizing upfront investment.

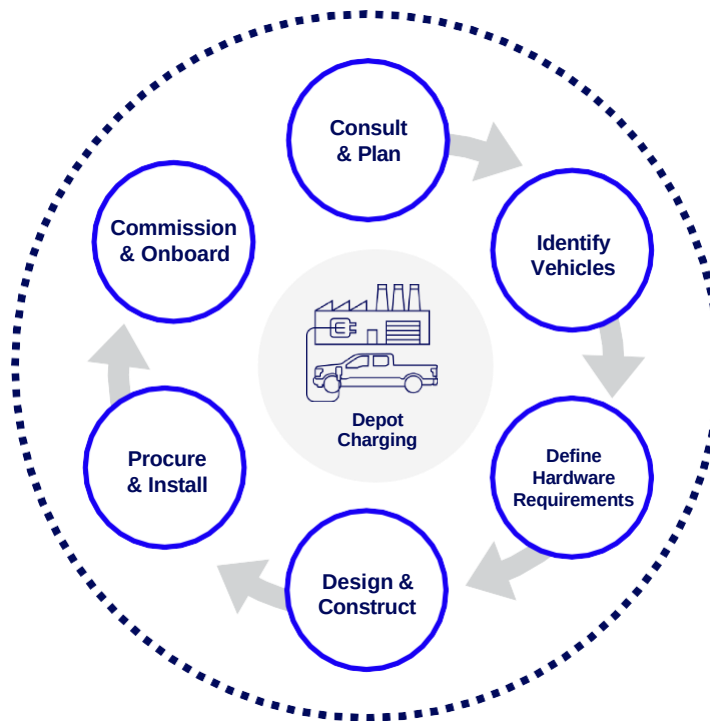
Planning

Transitioning your fleet from gas to electric can be challenging, especially for fleets new to electric vehicle operation. The Ford Pro™ consulting team has a toolbox of solutions to help your fleet make the transition seamless. Ford Pro™ can also help you analyze your total cost of ownership and understand the return on investment your fleet can unlock by transitioning to electric.

The Ford Pro™ consulting team is here to help you get the transition right and unlock unparalleled opportunities by electrifying your fleet.



Design, Build & Installation Services



Implementation

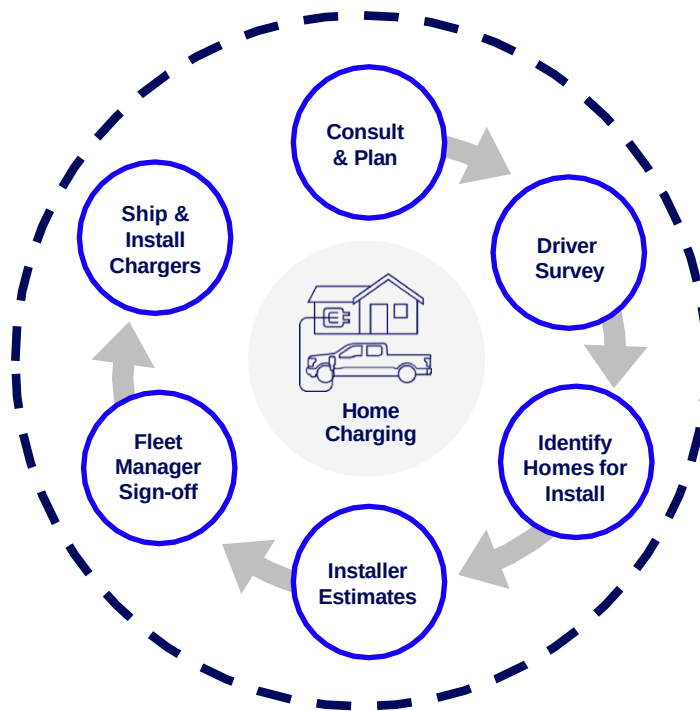
- Coordinate the installation of EVSE with the delivery of Battery Electric Vehicles
- Design of reports, and configuration of metrics and reports, as specified by Customer
- Integrate dispatch, routing, and scheduling software to optimize depot charging software platform
- Load utility rate information for each installation site
- Introduce Customer Success Manager and establish a meeting cadence to report on customer preferred metrics and KPIs

Onboarding

- Activate charger data connection
- Direct and verify charger data connection to depot charging cloud service
- Depot charging account setup and assistance to assign vehicles to default depots; setup users, user groups, reports, and analytics.
- One training/onboarding session per depot location.

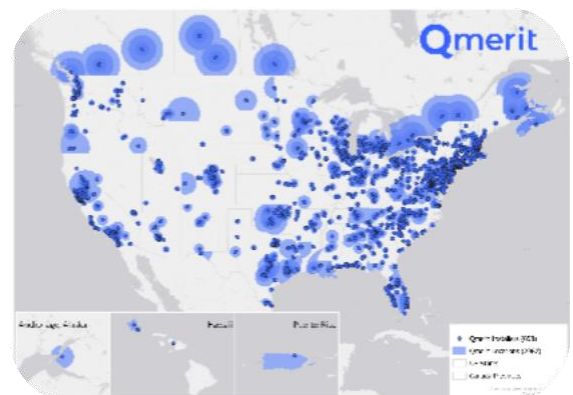
Ford Pro™ Home Charging

Charger Purchase & Installation



Nationwide Support

Ford is collaborating with Qmerit to provide our customers access to a nationwide network of qualified electricians. Qmerit's network has a depth of experience in EV that is unrivaled. Qmerit provides Ford customers with white glove concierge service, working side by side with the Ford Pro™ team to help you optimize home charging for your fleet.





Ford Pro™ Depot Charging

Ford Pro™ Depot Charging Software

Deployment of sophisticated smart-charging algorithms that ensure vehicles are reliably charged while optimizing energy cost based on a variety of data sources such as vehicle arrival and dispatch schedules, routing information, time-of-use (TOU) energy rates, demand charge windows, and service impacting faults. Functionality is detailed below for the two software licenses being offered.

Functionality	Base
Commercial EV Suitability Assessment and TCO tools	✓
OCPP Support	✓
Monitoring and Management of Depot Health, Vehicle Readiness	✓
Real-Time Charger-Vehicle Connectivity	✓
Real-Time State-of-Charge (SoC)	✓*
Real-Time Fault Alerts (Email, Text)	✓
Multi-Make Vehicle Support	✓
Demand Charge and TOU Cost Reduction (Utility Rate Integration)	✓
Automated Energy Reporting	✓
Preconditioning Support (Battery & Cabin)	✓
OEM-Grade Telematics Integration	✓**
Charge Management Profiles (Group Chargers by location or access control settings)	✓
Time-Based Access Controls	✓
Energy Reporting and user subscription capability	✓
Site Level Load Management	✓
24X7 Customer Support	✓

*For Ford Vehicles on AC and DC Chargers, For Non-Ford Vehicles on DC Chargers

**For Ford DC Chargers/Ford Vehicles



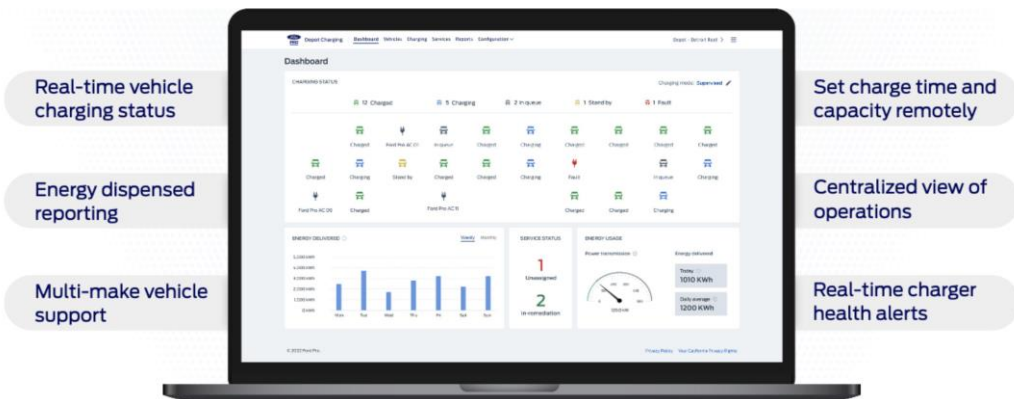
Ford Pro™ Depot Charging

Description of Services

Ford Pro™ Depot Charging Software

- A web-based dashboard that provides a one-stop interface for remote monitoring and energy management for each electric vehicle in the fleet
- Monitoring and management services that directly impact electric vehicle fleet operations (such as charging station status, network connectivity, and equipment faults)
- Configurable reports with comprehensive analysis of energy dispensed, energy economy, service status, environmental credits, and more

Ford Pro™ Depot Charging Software





Ford Pro™ Charging Hardware

AC Charging Hardware



Ford Pro™ AC Charging Station (Series 2)

- Available in 48A or 80A
- LCD display with real-time charging status
- RFID card reader for increased access control
- Field replaceable cable
- Preconfigured with Cellular LTE Connectivity
- 25-ft. SAE J1772 cable

Ford Pro™ Charging offers safe, reliable and cost-effective hardware for charging fleets. In addition, we have worked with multiple charger OEMs and networks which allows us to provide best-in-class interoperability.

We strive to deliver charging that meets the technical requirements of your fleet as the primary objective, regardless of the OEM and class of the vehicle.

Level II chargers (AC output) will have a much shorter lead-time than Level III chargers (DC output). Detailed hardware information and pricing is available upon request.

Typical lead time for chargers ranges from 1-2 weeks for hardware in stock, to 4-6 months for non-stock and off-menu items.



Ford Pro™ Charging Hardware

DC Charging Hardware



Ford Pro™ DC Charging Station

- 60kW/200A, 120kW/300A, 180kW/300A, and 240kW/300A configurations
- Simultaneous charging
- Preconfigured with cellular (Wi-Fi & Ethernet connectivity options available with additional support)



Ford Pro™ DC Charging Cabinet + Industrial DC Dispenser

- Up to 180kW output power to vehicle
- Preconfigured with cellular (Wi-Fi & Ethernet connectivity options available with additional support)
- 20-ft. 2 x CCS-1 cables
- Dispenser can be wall-mounted

Ford Pro™ Charging offers safe, reliable and cost-effective hardware for charging fleets. In addition, we have worked with multiple charger OEMs and networks which allows us to provide best-in-class interoperability.

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Typical lead time for chargers ranges from 1-2 weeks for hardware in stock, to 4-6 months for non-stock and off-menu items.



Ford Pro™ Charging

Warranty

All Ford Pro™ chargers equipped with 3-year warranty

- Ford backed, industry leading warranty
- Ford Pro™ warranty goes beyond retail warranties to cover labor, in addition to parts
- If any issues arise with charger, simply call the 1-800-34-FLEET hotline number printed on the front of the charger

Replacement

- For covered warranty issues, a qualified electrician will come to your charging depot or your driver's home and swap out the unit, free of charge

Extended Service Plan

Ford Protect is now offering an extended service plan for up to 2 years beyond the 3-year Ford warranty on Ford Pro™ AC Charging Stations.

Power up your electric vehicles with a Ford Pro Charging Station – and the peace of mind knowing it's covered with a Ford Protect Extended Service Plan.

Ford Protect covers everything needed to keep Ford Pro™ charging stations up and running.

With Ford Protect, we take responsibility for fixing hardware issues by providing parts, labor and coordinating repairs by Ford authorized support specialists.

- Coverage beyond the 3-year Ford warranty for an additional 2 years
- Includes replacement or repair of any defective part on a Ford Pro™ Charging Station
- Includes parts and labor
- \$0 deductible available

What is not covered: Ford Protect does not provide coverage for any defect in the covered product which is caused by any failure to comply with any instructions from Ford. See the Service Contract Terms and Conditions for a complete list of what is not covered. The Ford Protect extended service plan is not insurance. Not available for retail sale or any non-commercial purpose. Strict eligibility restrictions apply.



Ford Pro™ Charging

What to Expect with Your Onboarding

Customer Success
Manager
Assignment

Charging
Consultation

Training on
Charging & E-
Telematics

Customized
Reporting

User &
Notification Set-
Up

Ford Pro Charging's onboarding is a thorough and personalized experience, covering a wide array of technical and business support. As part of your onboarding, we will:

- ✓ Designate a Customer Success Manager, who will centralize your onboarding experience and coordinate behind the scenes with our team of specialists.
- ✓ Consult with you on the right charging and alerts, customized specific to your fleet and depot sites.
- ✓ Ensure every charger is connected, optimized, and functional after installation.
- ✓ Train you on several areas related to charging and E-Telematics, to maximize your uptime and energy savings.
- ✓ Customize your automated reporting, including who should receive, when, and how often.
- ✓ Set up users within your fleet and create custom notifications to keep your team informed in case of charging issues.
- ✓ DC Only: Onsite charger commissioning by charging manufacturer to ensure proper installation and operation of unit(s). This process typically takes a few hours per DC charger.



Ford Pro™ Depot Charging

Sales Order

We have prepared the following pricing to meet the needs of your project requirements. Upon execution of this Sales Order, inventory will be secured in our warehouse, and we will arrange shipment based on your specific needs.

Product Name	SKU	Price	QTY	Subtotal
FORD PRO DC CHARGING STATION 120KW (300A) Level III - DCFC 120kW Charger (300A), Dual Port w/ 20 ft CCS-1 Cables	FPC- DC0120BA- UBA	\$44,999.00	1.00	\$44,999.00
5 Year Extended Service Plan (Bi-Annual Maintenance, Parts and Labor Warranty) on 60 and 120 kW DC Monolithic Chargers	FPC- PP0005MZ- UAA	\$18,500.00	1.00	\$18,500.00
FPC-FREIGHT-DC DC CHARGER FREIGHT	FPC- FREIGHT- DC	\$995.00	1.00	\$995.00
Ford Depot Charging 5 year Base - Tier III Charge Management Software optimized to reduce onsite electricity costs and manage on-site load. Includes site level charger optimization incorporating vehicle state of charge (Prepaid for 5 Years Per Port)	SKU- 00000294	\$1,916.95	2.00	\$3,833.90
One-Time Charger Onboarding 1 Year One-time onboarding fee per charger to connect the charger to the depot software and customize as needed	SKU- 00000296	\$500.00	2.00	\$1,000.00



Total **\$69,327.90**

Please note that this proposal is valid for 30 days upon issuance. All prices shown are in USD.
Ford Pro™ recommends including an estimated 10% in purchase orders to cover expected sales tax. Actual sales tax to be calculated based upon shipping destination. If actual tax is above purchase order provision, revised PO will be needed to cover remaining tax.



Delivery Address

CITY OF BOZEMAN

814 N BOZEMAN AVE

BOZEMAN, Montana, 59715-2955

Payment Terms: Net 30

Notwithstanding a customer's issuance of a purchase order to Ford Motor Company subsequent to the acceptance of this Sales Order, the Ford T&Cs will strictly and solely govern the purchase and sale of the products and services subject to this Sales Order.

Customer

Sign:

Name:

Title:

Date Signed:

Ford Pro Charging

Sign:

Name:

Title:

Date Signed:



By signing this Sales Order, you agree to the following Terms and Conditions governing this purchase:

<https://content.fordpro.com/content/dam/fordpro/us/en-us/pdf/charging/ford-pro-hardware-agreement.pdf> |

<https://content.fordpro.com/content/dam/fordpro/us/en-us/pdf/charging/ford-pro-software-agreement.pdf> |

Pricing reflects Sourcewell #080124-FMC Ford Pro hardware & software charging solutions.

Memorandum

REPORT TO: City Commission

FROM: Natalie Meyer, Sustainability Program Manager
Max Ziegler, Facilities Assistant Superintendent
Sam Bearzi, Fleet Manager
Jon Henderson, Assistant City Manager

SUBJECT: Authorize the City Manager to Sign a Sales Order with Ford Pro for the Purchase of Electric Vehicle Level 2 Charging Stations, Software, and Maintenance Agreement for the Bozeman Public Safety Center

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign a Sales Order with Ford Pro for the Purchase of Electric Vehicle Level 2 Charging Stations, Software, and Maintenance Agreement for the Bozeman Public Safety Center

STRATEGIC PLAN: 4.3 Strategic Infrastructure Choices: Prioritize long-term investment and maintenance for existing and new infrastructure.

BACKGROUND: The Bozeman Public Safety Center (BPSC) Electric Vehicle (EV) charging station sales order provides equipment and software to serve the City's growing EV fleet. The charging stations will primarily serve the Police Department, Fire Department, Neighborhood Services, and Facilities Services. The Ford Pro EV charging sales order includes (6) Level 2, 11.5 kW charging stations and (1) Level 2, 19.2 kW charging station, equipment, onboarding services, a 5-year software agreement, and a 5-year extended service plan. Pricing includes (3) complimentary charging stations for recent Ford Lightning vehicle purchases.

The Bozeman Public Safety Center was designed and constructed with electric service capacity and conduit to accommodate future EV charging stations to save on installation costs. The Level 2 stations will primarily serve as depot stations for fleet vehicles charging between shifts or overnight. The 11.5 kW stations will provide a 15% to 100% charge for fleet standard range vehicles (98 kWh) in approximately 10 hours, and the 19.2 kW station will provide a 15% to 100% charge for extended range fleet vehicles (131 kWh) in approximately 8 hours. Over time, Level 2 depot charging preserves the life of the battery. The charging stations will be equipped with software for managed charging, data reports, and battery preconditioning to optimize driving range during the winter.

The Ford Pro charging stations are compatible with any electric vehicle with the same connector (SAE J1772). Should the City purchase vehicles with another connector type, the connectors can be replaced as appropriate. The charging station installations support the City of Bozeman in the transition to light-duty fleet electric vehicles, resulting in reduced operating costs, greenhouse gas emissions, and improved local air quality.

The purchase complies with the State of Montana and the City's purchasing policy under an approved cooperative purchasing agreement. Multiple quotes were also compiled to ensure competitive pricing and services. By authorizing the City Manager to sign the sales order, the City agrees to the hardware and software terms and conditions.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by the City Commission.

FISCAL EFFECTS: This sales order will incur a fixed cost of \$31,645.65 to be paid by the Sustainability Division CIP project GF353 - EV Stations in FY26. Sufficient funding is available for the sales order and the additional electrical permitting and installation. Upon project completion, the City will file for the Alternative Fuel Vehicle Refueling Property Credit (30C) that is available to tax-exempt organizations through June 30, 2026.

Attachments:

[FordPro_BPSC_Sales Order.pdf](#)

Report compiled on: September 11, 2025



Ford Pro™ Charging

Sales Order for CITY OF BOZEMAN

About Ford Pro™

Ford Pro™ offers comprehensive charging solutions and services to help better plan, deploy and operate electric vehicle fleets. Getting charging right is a complex undertaking and each individual element requires effective strategy and execution to achieve value. Ford Pro™ provides a complete end-to-end solution.

Ford Pro™ customers will have access to purpose-built electric vehicles; a variety of charging solutions; professional design, build and installation services; OEM-grade telematics data; comprehensive charging management solutions and integrated driver reimbursement reporting.

Ford Pro™ Charging allows customers to manage and optimize fleet operations via the Ford Pro™ Depot Charging Software. This platform maximizes fleet uptime, helps optimize charging costs, tracks key KPIs and performance.

This Sales Order will typically have 4 elements:

- Design-Build & Installation Services
- Ford Pro™ Depot Charging Software
- Ford Pro™ Charging Hardware
- Warranty & Preventative Maintenance

Created by:	Prepared for:
Steven Forbes (Ford Pro Charging) Quote Created: 6/24/2025 8:19 PM	Natalie Meyer



Ford Pro™ Charging

Fleet Charging Analysis & Planning

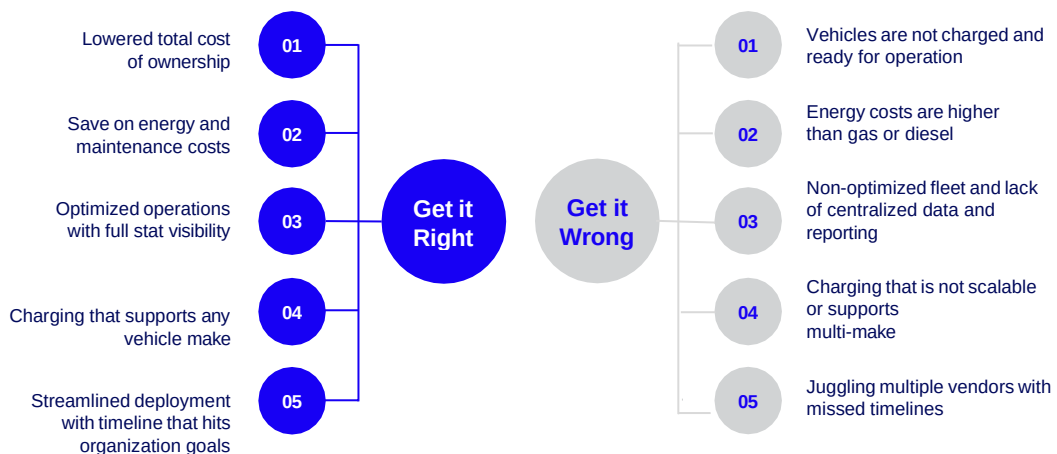
Analysis

Ford Pro™ consultants meet individually with fleet managers to understand the unique needs of their fleets and help recommend the best package of electric vehicles and charging solutions to get the job done. The Ford Pro™ consulting team was founded to help educate fleet managers on electric vehicles, behaviors and Ford Pro™ software that maximize the capability of their electric vehicles, maximizing value to customer fleets and minimizing upfront investment.

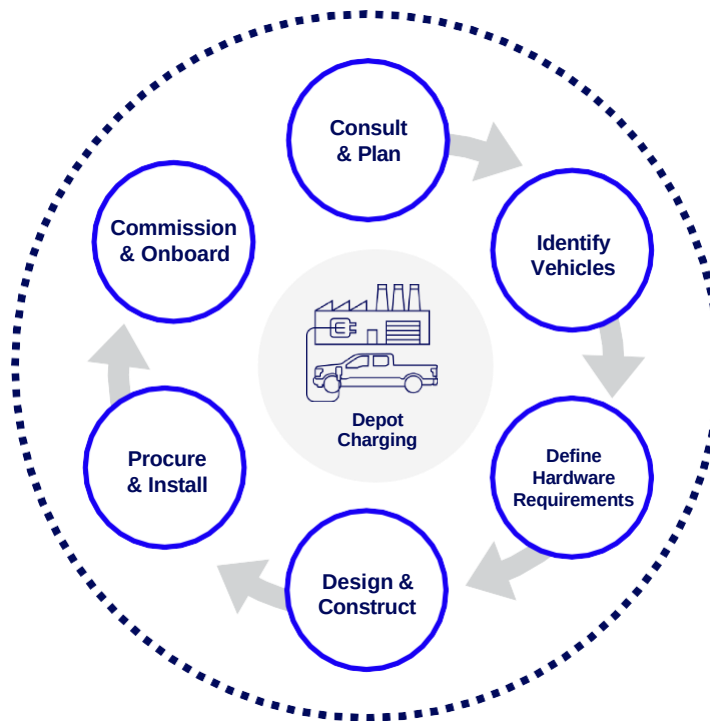
Planning

Transitioning your fleet from gas to electric can be challenging, especially for fleets new to electric vehicle operation. The Ford Pro™ consulting team has a toolbox of solutions to help your fleet make the transition seamless. Ford Pro™ can also help you analyze your total cost of ownership and understand the return on investment your fleet can unlock by transitioning to electric.

The Ford Pro™ consulting team is here to help you get the transition right and unlock unparalleled opportunities by electrifying your fleet.



Design, Build & Installation Services



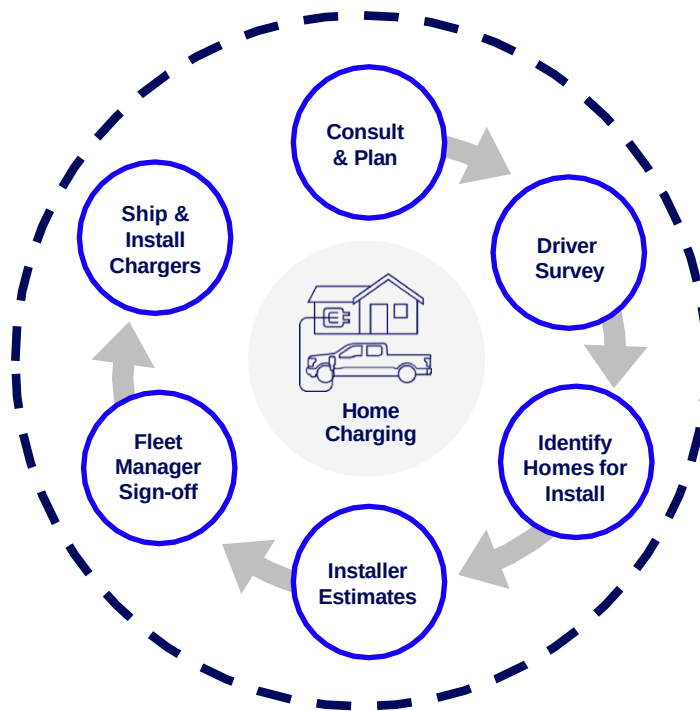
Implementation

- Coordinate the installation of EVSE with the delivery of Battery Electric Vehicles
- Design of reports, and configuration of metrics and reports, as specified by Customer
- Integrate dispatch, routing, and scheduling software to optimize depot charging software platform
- Load utility rate information for each installation site
- Introduce Customer Success Manager and establish a meeting cadence to report on customer preferred metrics and KPIs

Onboarding

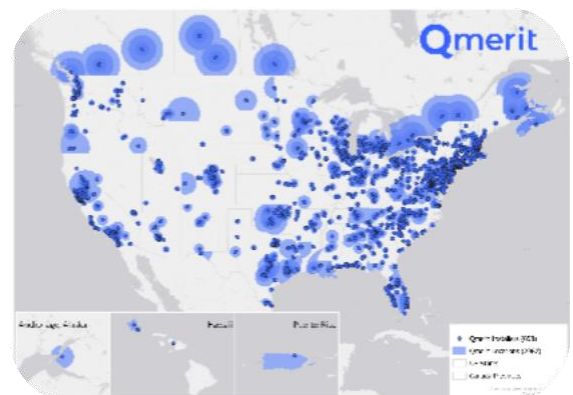
- Activate charger data connection
- Direct and verify charger data connection to depot charging cloud service
- Depot charging account setup and assistance to assign vehicles to default depots; setup users, user groups, reports, and analytics.
- One training/onboarding session per depot location.

Charger Purchase & Installation



Nationwide Support

Ford is collaborating with Qmerit to provide our customers access to a nationwide network of qualified electricians. Qmerit's network has a depth of experience in EV that is unrivaled. Qmerit provides Ford customers with white glove concierge service, working side by side with the Ford Pro™ team to help you optimize home charging for your fleet.





Ford Pro™ Depot Charging

Ford Pro™ Depot Charging Software

Deployment of sophisticated smart-charging algorithms that ensure vehicles are reliably charged while optimizing energy cost based on a variety of data sources such as vehicle arrival and dispatch schedules, routing information, time-of-use (TOU) energy rates, demand charge windows, and service impacting faults. Functionality is detailed below for the two software licenses being offered.

Functionality	Base
Commercial EV Suitability Assessment and TCO tools	✓
OCPP Support	✓
Monitoring and Management of Depot Health, Vehicle Readiness	✓
Real-Time Charger-Vehicle Connectivity	✓
Real-Time State-of-Charge (SoC)	✓*
Real-Time Fault Alerts (Email, Text)	✓
Multi-Make Vehicle Support	✓
Demand Charge and TOU Cost Reduction (Utility Rate Integration)	✓
Automated Energy Reporting	✓
Preconditioning Support (Battery & Cabin)	✓
OEM-Grade Telematics Integration	✓**
Charge Management Profiles (Group Chargers by location or access control settings)	✓
Time-Based Access Controls	✓
Energy Reporting and user subscription capability	✓
Site Level Load Management	✓
24X7 Customer Support	✓

*For Ford Vehicles on AC and DC Chargers, For Non-Ford Vehicles on DC Chargers

**For Ford DC Chargers/Ford Vehicles



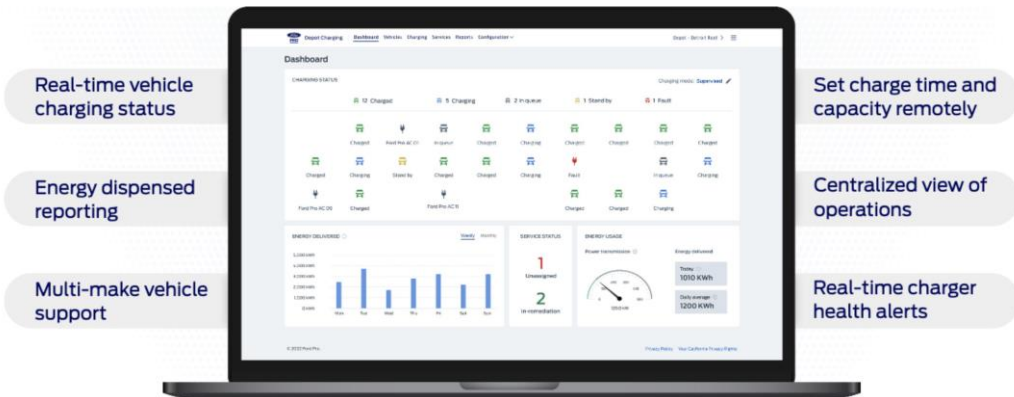
Ford Pro™ Depot Charging

Description of Services

Ford Pro™ Depot Charging Software

- A web-based dashboard that provides a one-stop interface for remote monitoring and energy management for each electric vehicle in the fleet
- Monitoring and management services that directly impact electric vehicle fleet operations (such as charging station status, network connectivity, and equipment faults)
- Configurable reports with comprehensive analysis of energy dispensed, energy economy, service status, environmental credits, and more

Ford Pro™ Depot Charging Software





Ford Pro™ Charging Hardware

AC Charging Hardware



Ford Pro™ AC Charging Station (Series 2)

- Available in 48A or 80A
- LCD display with real-time charging status
- RFID card reader for increased access control
- Field replaceable cable
- Preconfigured with Cellular LTE Connectivity
- 25-ft. SAE J1772 cable

Ford Pro™ Charging offers safe, reliable and cost-effective hardware for charging fleets. In addition, we have worked with multiple charger OEMs and networks which allows us to provide best-in-class interoperability.

We strive to deliver charging that meets the technical requirements of your fleet as the primary objective, regardless of the OEM and class of the vehicle.

Level II chargers (AC output) will have a much shorter lead-time than Level III chargers (DC output). Detailed hardware information and pricing is available upon request.

Typical lead time for chargers ranges from 1-2 weeks for hardware in stock, to 4-6 months for non-stock and off-menu items.



Ford Pro™ Charging Hardware

DC Charging Hardware



Ford Pro™ DC Charging Station

- 60kW/200A, 120kW/300A, 180kW/300A, and 240kW/300A configurations
- Simultaneous charging
- Preconfigured with cellular (Wi-Fi & Ethernet connectivity options available with additional support)



Ford Pro™ DC Charging Cabinet + Industrial DC Dispenser

- Up to 180kW output power to vehicle
- Preconfigured with cellular (Wi-Fi & Ethernet connectivity options available with additional support)
- 20-ft. 2 x CCS-1 cables
- Dispenser can be wall-mounted

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Typical lead time for chargers ranges from 1-2 weeks for hardware in stock, to 4-6 months for non-stock and off-menu items.



Ford Pro™ Charging

Warranty

All Ford Pro™ chargers equipped with 3-year warranty

- Ford backed, industry leading warranty
- Ford Pro™ warranty goes beyond retail warranties to cover labor, in addition to parts
- If any issues arise with charger, simply call the 1-800-34-FLEET hotline number printed on the front of the charger

Replacement

- For covered warranty issues, a qualified electrician will come to your charging depot or your driver's home and swap out the unit, free of charge

Extended Service Plan

Ford Protect is now offering an extended service plan for up to 2 years beyond the 3-year Ford warranty on Ford Pro™ AC Charging Stations.

Power up your electric vehicles with a Ford Pro Charging Station – and the peace of mind knowing it's covered with a Ford Protect Extended Service Plan.

Ford Protect covers everything needed to keep Ford Pro™ charging stations up and running.

With Ford Protect, we take responsibility for fixing hardware issues by providing parts, labor and coordinating repairs by Ford authorized support specialists.

- Coverage beyond the 3-year Ford warranty for an additional 2 years
- Includes replacement or repair of any defective part on a Ford Pro™ Charging Station
- Includes parts and labor
- \$0 deductible available

What is not covered: Ford Protect does not provide coverage for any defect in the covered product which is caused by any failure to comply with any instructions from Ford. See the Service Contract Terms and Conditions for a complete list of what is not covered. The Ford Protect extended service plan is not insurance. Not available for retail sale or any non-commercial purpose. Strict eligibility restrictions apply.



Ford Pro™ Charging

What to Expect with Your Onboarding

Customer Success
Manager
Assignment

Charging
Consultation

Training on
Charging & E-
Telematics

Customized
Reporting

User &
Notification Set-
Up

Ford Pro Charging's onboarding is a thorough and personalized experience, covering a wide array of technical and business support. As part of your onboarding, we will:

- ✓ Designate a Customer Success Manager, who will centralize your onboarding experience and coordinate behind the scenes with our team of specialists.
- ✓ Consult with you on the right charging and alerts, customized specific to your fleet and depot sites.
- ✓ Ensure every charger is connected, optimized, and functional after installation.
- ✓ Train you on several areas related to charging and E-Telematics, to maximize your uptime and energy savings.
- ✓ Customize your automated reporting, including who should receive, when, and how often.
- ✓ Set up users within your fleet and create custom notifications to keep your team informed in case of charging issues.
- ✓ DC Only: Onsite charger commissioning by charging manufacturer to ensure proper installation and operation of unit(s). This process typically takes a few hours per DC charger.



Ford Pro™ Depot Charging

Sales Order

We have prepared the following pricing to meet the needs of your project requirements. Upon execution of this Sales Order, inventory will be secured in our warehouse, and we will arrange shipment based on your specific needs.

Product Name	SKU	Price	QTY	Subtotal
(US) STATE AND LOCAL GOVERNMENT CLIENT COMPLIMENTARY CHARGER EV ORDER INCENTIVE Level II - AC 48A, Cellular Modem, RFID Reader, OLED Display, Single Port AC Charger w/ 25 ft Cable & J-1772 Connector with TI Chip	FPC- AC0048ZC- UCA	\$0.00	3.00	\$0.00
FORD PRO AC CHARGING STATION 48A SERIES 2 WITH TI CHIP Level II - AC 48A, Cellular Modem, RFID Reader, OLED Display, Single Port AC Charger w/ 25 ft Cable & J-1772 Connector with TI Chip	FPC- AC0048ZC- UBA	\$1,299.00	3.00	\$3,897.00
FORD PRO AC CHARGING STATION 80A SERIES 2 WITH TI CHIP Level II - AC 80A, Cellular Modem, RFID Reader, OLED Display, Single Port AC Charger w/ 25 ft Cable & J-1772 Connector with TI Chip	FPC- AC0080ZC- UBA	\$1,999.00	1.00	\$1,999.00
FPC-FREIGHT-AC AC CHARGER FREIGHT	FPC- FREIGHT-AC	\$30.00	4.00	\$120.00



5 Year Extended Service Plan (parts and labor) on AC Chargers 2 Year Extended Service Plan for AC chargers (5 years in total): 24/7 coverage, parts and on-site labor, repaired by Ford Pro approved vendor, total charger replacement	FPC-PP0005AZ-UBA	\$395.00	7.00	\$2,765.00
FORD PRO RFID CHARGING CARDS (10 PACK) Our Radio Frequency Identification (RFID) cards are the key to secure charging. They work with Ford Pro Series 2 AC Charging Stations and Ford Pro DC Charging Stations (Ford Pro Charging software required). Price includes shipping.	FPC-RF000001-UAA	\$50.00	1.00	\$50.00
8-FT ALUMINUM FORD PRO CHARGING DUAL PEDESTAL W/ CABLE MANAGEMENT 8-ft Dual Charger Mounting Pedestal with Blue Painted Aluminum Finish and Cable Management - Compatible with Currently Offered Ford Pro AC Charging Station Series 1 and Series 2	FPC-PO0096DZ-UAA	\$1,399.00	3.00	\$4,197.00
8-FT ALUMINUM FORD PRO CHARGING SINGLE PEDESTAL W/ CABLE MANAGEMENT 8-ft Single Charger Mounting Pedestal with Blue Painted Aluminum Finish and Cable Management - Compatible with Currently Offered Ford Pro AC Charging Station Series 1 and Series 2	FPC-PO0096SZ-UAA	\$1,299.00	1.00	\$1,299.00
FPC-FREIGHT-POST CHARGER POST FREIGHT	FPC-FREIGHT-POST	\$100.00	4.00	\$400.00



Ford Depot Charging 5 year Base - Tier III Charge Management Software optimized to reduce onsite electricity costs and manage on-site load. Includes site level charger optimization incorporating vehicle state of charge (Prepaid for 5 Years Per Port)	SKU-00000294	\$1,916.95	7.00	\$13,418.65
One-Time Charger Onboarding 1 Year One-time onboarding fee per charger to connect the charger to the depot software and customize as needed	SKU-00000296	\$500.00	7.00	\$3,500.00

Total **\$31,645.65**

Please note that this proposal is valid for 30 days upon issuance. All prices shown are in USD. Ford Pro™ recommends including an estimated 10% in purchase orders to cover expected sales tax. Actual sales tax to be calculated based upon shipping destination. If actual tax is above purchase order provision, revised PO will be needed to cover remaining tax.



Delivery Address

CITY OF BOZEMAN

814 N BOZEMAN AVE

BOZEMAN, Montana, 59715-2955

Payment Terms: Net 30

Notwithstanding a customer's issuance of a purchase order to Ford Motor Company subsequent to the acceptance of this Sales Order, the Ford T&Cs will strictly and solely govern the purchase and sale of the products and services subject to this Sales Order.

Customer

Sign:

Name:

Title:

Date Signed:

Ford Pro Charging

Sign:

Name:

Title:

Date Signed:



By signing this Sales Order, you agree to the following Terms and Conditions governing this purchase:

<https://content.fordpro.com/content/dam/fordpro/us/en-us/pdf/charging/ford-pro-hardware-agreement.pdf> |

<https://content.fordpro.com/content/dam/fordpro/us/en-us/pdf/charging/ford-pro-software-agreement.pdf> |

Pricing reflects Sourcewell #080124-FMC Ford Pro hardware & software charging solutions.

Memorandum

REPORT TO: City Commission

FROM: Bernie Massey, Assistant Treasurer
Laurae Clark, Treasurer
Melissa Hodnett, Finance Director

SUBJECT: Resolution for the Creation of Special Improvement Lighting District 793 Meadow Bridge Subdivision

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: Adopt Commission Resolution for the Creation of Special Improvement Lighting District 793 Meadow Bridge Subdivision

STRATEGIC PLAN: 7.5. Funding and Delivery of City Services: Use equitable and sustainable sources of funding for appropriate City services, and deliver them in a lean and efficient manner.

BACKGROUND: The Commission did on August 19, 2025, adopt Commission Resolution No. 2025-XX Intent to Create Special Improvement Lighting District 793 Meadow Bridge Subdivision as per MCA 7-12-4301. The property owner has been noticed of the public hearing on this date. Creating a lighting district is a requirement of final plat approval.

UNRESOLVED ISSUES: None

ALTERNATIVES: As suggested by the City Commission

FISCAL EFFECTS: As a result of creating this lighting district, the city will pay the associated power bills and schedule system maintenance. We will recover these costs by billing property owners each year on their City Assessment bill. It is estimated to cost \$34.19 per acre within the district or \$291.60 annually for the entire district

Attachments:

[Resolution_2025-48_Intent_to_Create_SILD \(2\).pdf](#)

Report compiled on: July 30, 2025



RESOLUTION 2025-48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, RELATING TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 793 (MEADOW BRIDGE SUBDIVISION) DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CREATE THE DISTRICT FOR THE PURPOSE OF MAINTAINING LIGHTING IMPROVEMENTS AND ASSESSING THE COSTS OF MAINTENANCE AND ENERGY THEREFOR TO BENEFITED PROPERTY BY THE LEVY OF SPECIAL ASSESSMENT.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana to wit:

Section 1

Intention to Create District; Proposed Improvements. It is the intention of this Commission to create and establish in the City under Montana Code Annotated, Title 7, Chapter 12, Part 43, as amended, a special improvement lighting district to serve Meadow Bridge Subdivision (the “District”) for the purpose of maintenance and energy costs. The district will pay the maintenance and energy costs for: three (3) 73 watt Gardco EcoForm Area Luminaires with a black finish mounted on 25 foot straight poles and two (2) 73 watt Gardco EcoForm Area Luminaires with a black finish mounted on 30 foot straight poles for a total of five (5) light poles

with a concrete aggregate finish to match the existing light poles per City of Bozeman standards. The initial monthly charge per fixture per month (the “Monthly Charge”) is estimated as follows: \$4.86 per 73 watt LED fixture. This calculates annually to \$58.32 per 73 watt light, for an estimated total annual cost of \$291.60.

Section 2

Number of District. The District, if the same shall be created and established, shall be known and designated as Special Improvement Lighting District No. 793 (Meadow Bridge Subdivision) of the City of Bozeman, Montana.

Section 3

Boundaries of District. The limits and boundaries of the District are depicted on a map attached as Exhibit A hereto (which is hereby incorporated herein and made a part hereof), which boundaries are designated and confirmed as the boundaries of the District. A listing of each of the properties in the District is shown on Exhibit B hereto (which is hereby incorporated herein and made a part hereof).

Section 4

Benefited Property. The District and territory included within the limits and boundaries described in Section 3 and as shown on Exhibit A are hereby declared to be the special lighting district and the territory which will benefit and be benefited by the District and will be assessed for the costs of the District as described in Section 1. The District, in the opinion of this Commission, are of more than local and ordinary benefit. The property included within said limits and boundaries is hereby declared to be the property benefited by the District.

Section 5

Assessment Methods. All properties within the District are to be assessed for a portion of the maintenance and energy costs, as specified herein. The maintenance and energy costs shall be assessed against the property in the District benefiting, based on the actual area method of assessment described in Sections 7-12-4323, MCA, as particularly applied and set forth in this Section 5. The annual maintenance and energy costs are estimated at \$291.60, and shall be assessed against each lot, tract or parcel of land in the District for that part of the costs that the area of such lot, tract or parcel bears to the total area of all lots, tracts or parcels of land in the District, exclusive of streets, avenues and alleys. The total area of the District to be assessed is 8.52764 acres, or 371,464 square feet, exclusive of parks and open space. The initial costs per acre shall be \$34.19 or \$0.000785 per square foot annually.

Section 6

Payment of Assessments. Special assessments for the annual maintenance and energy costs are estimated at \$291.60, plus any increases, as may be permitted by the Public Service Commission, and any additional authorized charges shall be levied each year against all properties in the District and shall be payable in equal semiannual installments. The first year of special assessment billing will include an additional amount not to exceed \$500 for publication and mailing associated with creation of the District which shall be assessed in the same manner as the improvements resulting in a cost not to exceed \$92.83 per acre, or \$0.002131 per square foot.

Section 7

Extraordinary Repair or Replacement. The maintenance and energy costs and assessments set forth in Section 1 and 5 are based on normal conditions and do not cover charges for repair and/or replacement. The City may make an additional charge to the District for costs of labor and actual material costs for repairs and/or replacement of the fixtures for damage caused by third parties and not paid by such third parties. The City will assess such costs and charges against the properties in the District in the same manner as the other assessment is made.

Section 8

Discontinuation of District. If at any time after the initial term of the District a petition is presented to the City Commission, signed by the owners or agents of more than three-fourths of the total amount of property within the District, asking that the maintenance and operation of the special lighting system and the furnishing of electrical current in the district be discontinued, or if a majority of the City Commission votes to discontinue the District, the City Commission shall, by resolution, provide for discontinuing the maintenance and operation of the lighting system. If the Commission has, prior to the presentation of a petition or by a majority vote of the Commission to discontinue the District, entered into any contract for the maintenance and operation of the lighting system, the maintenance and operation may not be discontinued until after the expiration of the contract.

Section 9

Public Hearing; Protests. Written protests against the creation or modification of the District and the costs may be filed by an agent, person, firm, or corporation owning real property within the proposed District, whose property is liable to be assessed for the costs. Protests must be

delivered to the City Clerk at City Hall, 121 N Rouse Ave, Bozeman, MT not later than 5:00 p.m. on Friday, September 12, 2025.

If protests are received by the deadline, the City Commission will hear and pass upon all written protests against the creation or extension of the district, on Tuesday, September 16, 2025, at 6:00 pm in the City Commission Room, Bozeman City Hall, 121 N Rouse Ave, Bozeman, Montana. If no protests are received, the City Commission may, on the same date, time, and location, pass a Resolution authorizing the creation or modification of the district.

Section 10

Notice of Passage of Resolution of Intention. The City Clerk is hereby authorized and directed to publish or cause to be published a copy of a notice of the passage of this resolution in the *Bozeman Daily Chronicle*, a newspaper of general circulation in the county on August 27, 2025 and September 6, 2025, in the form and manner prescribed by law, and to mail or cause to be mailed a copy of said notice to every person, firm, corporation, or the agent of such person, firm, or corporation having real property within the District listed in his or her name upon the last completed assessment roll for state, county, and school district taxes, at his last-known address, on or before the same day such notice is first published.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 19th day of August 2025.

TERENCE CUNNINGHAM

Mayor

ATTEST:

MIKE MAAS

City Clerk

APPROVED AS TO FORM:

GREG SULLIVAN

City Attorney

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Bozeman, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. **2025-48**, entitled: **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, RELATING TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 793 (MEADOW BRIDGE SUBDIVISION) DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CREATE THE DISTRICT FOR THE PURPOSE OF MAINTAINING LIGHTING IMPROVEMENTS AND ASSESSING THE COSTS FOR MAINTENANCE AND ENERGY THEREFOR TO BENEFITED PROPERTY BY THE LEVY OF SPECIAL ASSESSMENT**, (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City of Bozeman at a meeting on August 19, 2025, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commissioners voted in favor thereof: _____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this 19th day of August 2025.

MIKE MAAS
City Clerk

**NOTICE OF PASSAGE OF RESOLUTION OF INTENTION
TO CREATE SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 793
(MEADOW BRIDGE SUBDIVISION)**

CITY OF BOZEMAN, MONTANA

NOTICE IS HEREBY GIVEN that on August 19, 2025, the City Commission (the “Commission”) of the City of Bozeman, Montana (the “City”), adopted a Resolution of Intention No. **2025-48** to create Special Improvement Lighting District No. **793** (the “District”) for the purpose of maintaining lighting and assessing the cost for maintenance and energy to **Meadow Bridge Subdivision**, and paying maintenance and energy costs relating thereto.

A complete copy of the Resolution of Intention (the “Resolution”) No. **2025-48** is on file with the City Clerk which more specifically describes the nature of the costs, the boundaries and the area included in the District, the location of the Improvements and other matters pertaining thereto and further particulars. A list of properties in the District and the amount of the initial assessment accompanies this notice. The Resolution and accompanying exhibits may be also viewed on the City’s website at www.bozeman.net.

The district will pay the maintenance and energy costs for: three (3) 73 watt Gardco EcoForm Area Luminaires with a black finish mounted on 25 foot straight poles and two (2) 73 watt Gardco EcoForm Area Luminaires with a black finish mounted on 30 foot straight poles for a total of five (5) light poles with a concrete aggregate finish to match the existing light poles per City of Bozeman standards. The initial monthly charge per fixture per month (the “Monthly Charge”) is estimated as follows: \$4.86 per 73 watt LED fixture. This calculates annually to \$58.32 per 73 watt light, for an estimated total annual cost of \$291.60.

The total area of the District to be assessed is 8.52764 acres, 371,464 square feet,

exclusive of parks and open space. The initial costs of the Improvements per acre shall be \$34.19. The first year of special assessment billing will include an additional amount not to exceed \$500 for publication and mailing associated with creation of the District which shall be assessed in the same manner as the Improvements resulting in a cost not to exceed \$92.83 per acre, or \$0.002131 per square foot.

Written protests against the creation or extension of the District and the costs may be filed by an agent, person, firm or corporation owning real property within the proposed District whose property is liable to be assessed for the costs. Such protests must be delivered to the City Clerk at City Hall, 121 N Rouse Ave, Bozeman, Montana not later than 5:00 p.m., M.T., on September 12, 2025.

If protests are received by the deadline, the City Commission will hear and pass upon all written protests against the creation or extension of the District, or the Improvements, on **Tuesday, September 16, 2025, at 6:00 p.m.**, in the Commission Room at City Hall 121 N Rouse Ave, Bozeman, Montana. If no protests are received, the City Commission may, on the same date, time, and location, pass a Resolution authorizing the creation or modification of the district.

Further information regarding the proposed District or other matters in respect thereof may be obtained from the City Clerk at City Hall, 121 N Rouse Ave, Bozeman, Montana or by telephone at (406) 582-2320.

DATED this 19th day of August 2025.

MIKE MAAS

City Clerk

City of Bozeman

Legal Ad

Publication Dates:

Resolution of Intent to Create Lighting District 793

Wednesday, August 27, 2025

Saturday, September 6, 2025

RESOLUTION 2025-XX

Resolution of Intent to create Special Improvement Lighting District No. 793 for the purpose of maintaining lighting and assessing the cost for maintenance and energy to Meadow Bridge Subdivision and paying maintenance and energy costs relating thereto.

AFFIDAVIT OF MAILING

MIKE MAAS, City Clerk, being first duly sworn, says:

That I cause to be mailed first class the Notice in regard to the owners in Special Improvement Lighting District No. 793, as listed in Exhibit "B", on Friday, August 22, 2025, directed to the owners at the addresses shown on Exhibit "B".

MIKE MAAS
City Clerk

Memorandum

REPORT TO: City Commission

FROM: Nick Ross, Director of Transportation and Engineering
Chris Saunders, Community Development Manager
Erin George, Community Development Director
Greg Sullivan, City Attorney

SUBJECT: Final Adoption of a Text Amendment to Replace Division 38.610 (Wetland Regulations) Section 38.410.100 (Watercourse Setback) and Section 38.220.130 (Submittal Materials for Regulated Activities in Wetlands), and Amend Section 38.700.190 (U Definitions), and Section 38.700.220 (W Definitions) within Chapter 38 of the Bozeman Municipal Code, Application 23309

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Community Development - Legislative

RECOMMENDATION: Final adoption of the ordinance updating regulations for wetlands and watercourses.

STRATEGIC PLAN: 6.6 Habitat: Work with partner organizations to identify at-risk, environmentally sensitive parcels contribute to water quality, wildlife corridors, and wildlife habitat.

BACKGROUND: Identification of wetlands and mitigation of impacts to wetlands that occur during land development is subject to both federal and location regulation. Federal Regulation pursuant to the Clean Water Act is enforced by the United States Army Corps of Engineers (USACE) and the Environmental Protection Agency. Local regulation occurs per the City's Unified Development Code (UDC), Division 38.610 titled Wetland Regulations. Other sections also interact with 38.610.

The City Commission directed an update to the local regulations be prepared. An explanation of the reasoning and history of the project is presented in the attached staff report.

The City wetlands code and USACE regulations have a general strategy that is summarized by the following priorities: 1) avoid wetlands impacts, 2) where wetlands impacts cannot be avoided, minimize wetlands impacts, and 3) when wetlands impacts are incurred, mitigate the impacts. The City first adopted local regulations to protect wetlands in 2003 by Ordinance 1604. Local regulations have been in effect continuously since their initial adoption. The local regulations are supplementary to federal regulations in

that historically, the City's regulations have also regulated wetlands covered by the Clean Water Act. But there are key differences between the historical federal regulatory scheme and the City's regulations.

Bozeman's regulations require early identification of watercourses, wetlands, and agricultural water user facilities, and the earliest development application stages require submittal of this material.

Bozeman's regulations for wetlands are also coordinated with our requirements for protecting watercourses. If a wetland is located within the required setback for a watercourse, then the setback is expanded to include the wetland area. It should also be noted that the City's regulations exclude artificially created wetlands related to irrigation and stormwater facilities. These facilities require periodic maintenance, which is likely to conflict with wetland protection requirements.

This project replaces Division 38.610.020 (Wetland Regulations) and Section 38.410.100 (Watercourse setback) within Chapter 38 of the Bozeman Municipal Code and amends Section 38.220.130 (Submittal materials for regulated activities in wetlands and watercourses). The standards and procedures restrict certain construction and land alterations, require issuance of permits for construction and land alterations, and set necessary administrative procedures integrated with the City's zoning development review procedures.

These regulations apply to any regulated activity that may impact wetlands and/or watercourses as defined in 38.700, known prior to or discovered through the development review process, and verified through a site-specific wetlands or watercourse boundary determination.

The City Commission conducted a [public hearing](#) [external link] on September 9th, the discussion begins at 1:07:15 in the recording. After considering the proposed regulations, scope of the directed updates, public comment, recommendation of advisory boards, and recommendation from staff the City Commission voted 5-0 in favor of provisional adoption. One amendment to the draft regulations was made to extend the minimum buffer for an isolated wetland from 10 feet to 25 feet.

UNRESOLVED ISSUES: None

ALTERNATIVES:

1. Adoption of proposed ordinance
2. Denial of the proposed ordinance based on findings of non-compliance with the applicable criteria contained within the staff report;
3. Direct modifications to the text within the ordinance.

FISCAL EFFECTS: No unusual fiscal effects have been identified. No presently budgeted funds will be changed by this Amendment.

Attachments:

[Ordinance 2025-xxx Sept 23, 2025 final.docx](#)

[Sept 8 2025 CDB Wetlands Watercourse Replacement Staff Report.pdf](#)

Report compiled on: September 11, 2025



ORDINANCE 2025-xxx

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA TO REPEAL AND REPLACE SECTION 38.220.130 (SUBMITTAL MATERIALS FOR REGULATED ACTIVITIES IN WETLANDS), SECTION 38.410.100 (WATERCOURSES), AND DIVISION 38.610 (WETLANDS) IN THEIR ENTIRETY AND WOULD AT THE SAME TIME REPLACE IT WITH A NEW SET OF STANDARDS AND SUBMITTAL REQUIREMENTS, SECTIONS 38.700.190 (U DEFINITIONS) AND 38.700.120 (W DEFINITIONS) OF THE BOZEMAN MUNICIPAL CODE WILL BE AMENDED, APPLICATION 23309.

WHEREAS, the City of Bozeman (the “City”) has adopted land development and use standards to protect public health, safety and welfare and otherwise execute the applicable purposes of state law; and

WHEREAS, pursuant to the Bozeman City Charter, the City of Bozeman has adopted and is hereby relying upon its self-government powers recognizing pursuant to Montana law such self-government powers must be liberally construed in favor of such power; and

WHEREAS, after proper notice, the City Commission held a public meeting on July 25, 2023, to receive information on wetlands and changing federal regulations and to give direction on preparation of proposed amendments to the City’s wetland regulations; and

WHEREAS, after proper notice, the Community Development Board in their capacity as Bozeman Zoning Commission held a public hearing on November 6, 2023, to receive and review all written and oral testimony on the proposed amendments; and

WHEREAS, the Community Development Board in their capacity as Bozeman Zoning Commission recommended to the Bozeman City Commission that Ordinance 2156, be approved as proposed; and

WHEREAS, after proper notice, the City Commission held its public hearing on December 4, 2023, to receive and review all written and oral testimony on proposed Ordinance 2156; and

WHEREAS, after consideration the City Commission requested further revisions to the draft text; and

WHEREAS, after revisions were made public notice was published and the draft amendments made available for public review in multiple locations including electronic methods; and

WHEREAS, after proper public notice the Community Development Board in their capacity as the Zoning Commission, held a public hearing on September 8, 2025, to receive public comment and consider the criteria for zoning amendments; and after completing their review recommended approval with consideration for expansion of watercourse setbacks; and

WHEREAS, the City Commission conducted a public hearing on September 9th to receive public comment; and

WHEREAS, the City Commission after conducting the public hearing on September 9th considered the substance and merits and all comments and materials and by motion and vote changed the minimum isolated wetland buffer setback from 10 feet to 25; and

WHEREAS, the City Commission has reviewed and considered the applicable amendment criteria established in Montana Code Annotated § 76-2-304, and found that the proposed amendments comply with the criteria; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA:

Section 1

Legislative Findings

The City Commission hereby makes the following findings in support of adoption of this Ordinance:

1. The City has adopted land development and use standards to protect public health, safety and welfare and otherwise execute the purposes of Montana Code Annotated §§ 76-1-102, 76-2-304, 76-3-102, and 76-3-501.

2. The City adopted regulations and standards to protect and mitigate impacts to wetlands and watercourses in 2003. The City's regulations have concurrent jurisdiction with other regulatory agencies.
3. The City adopted a growth policy, the Bozeman Community Plan 2020 (BCP 2020), by Resolution 5133 to establish policies for development of the community.
4. The BCP 2020, Theme 4 and Theme 7 encourage protection of the natural environment.
5. The US Supreme Court issued a decision in *Sackett v. Environmental Protection Agency*, 142 S. Ct. 1322 (2023), which significantly altered the scope of authority of the United States Army Corps of Engineers (and the United States Environmental Protection Agency) in regulating wetlands.
6. The reduction in scope of authority of the United States Army Corps of Engineers places the City's regulations as the primary regulatory protection for many wetlands in Bozeman's regulatory jurisdiction.
7. A staff report analyzing the required criteria for an amendment to the City's regulations for zoning review, including the amendment's accordance with the BCP 2020, and has found that the required criteria of Montana Code Annotated § 76-1-304 are satisfied.
8. The necessary public hearings were advertised as required in state law and municipal code and all persons have had opportunity to review the applicable materials and provide comment.
9. The Community Development Board acting in its capacity as the municipal Zoning Commission considered the application materials, staff analysis and report, all submitted public comment, and all other relevant information and recommended approval.
10. The City Commission considered the application materials, staff analysis and report, recommendation of the Community Development Board acting in their capacity as the municipal Zoning Commission and Planning Board, all submitted public comment, and all other relevant information.
11. The City Commission determines that, as set forth in the staff report and incorporating the staff findings as part of the decision, the required criteria for approval of this Ordinance are satisfied.
12. The City Commission determines that this Ordinance provides a proper balance of interests, rights, and responsibilities of all parties affected by this Ordinance and is necessary to protect public health, safety, and the general welfare.

Section 2

That Section 38.220.130 Submittal materials for regulated activities in wetlands, Bozeman Municipal Code shall be repealed in its entirety and replaced as follows:

Sec. 38.220.130. Submittal materials for review of activities in or adjacent to wetlands and watercourses.

- A. An applicant for a permit under this chapter on a site where wetlands and/or watercourses may be present or adjacent to the subject property must submit a wetlands and watercourses delineation report including the following information:
1. If wetlands or watercourses are not present on or adjacent to the subject property, a letter signed by a qualified wetlands professional must be submitted to the city certifying there are no wetlands or watercourses within the subject property or adjacent to the property and describing the methods used to determine that wetlands or watercourses do not exist on or adjacent to the property.
 2. If a wetland or watercourse is present or adjacent to the property, a wetland and watercourse delineation report must be submitted to the city. When required to determine the wetland or watercourse location and function, the delineation report must consider land outside the boundary of the property proposed for development.
 - a. The wetland and watercourse delineation report must include the following which must have been developed within five (5) years of the date of the submission of the report:
 - (1) Wetland and watercourse descriptions;
 - (2) An Approved Jurisdictional Determination provided by the USACE;
 - (3) A functional assessment of the wetland, made in compliance with an assessment tool currently accepted by USACE and/or the State of Montana.;
 - (4) All data collected must support accurate confirmation of the three positive wetland indicators as included in the definition of wetland at 38.700.210;
 - (5) Wetland and watercourse acreages as determined by a licensed surveyor (the review authority may approve the use of other survey grade GPS methods);
 - (6) Maps that depict property boundaries, watercourse centerlines, ordinary high-water marks delineated in accordance with the procedures specified in the current version of the Ordinary High Water Mark Field Delineation Manual for Rivers and Streams sanctioned by the USACE Omaha District, watercourse setbacks, delineated wetland boundaries and buffers, and wetland acreages;
 - (7) Wetland data on forms established by the USACE;
 - (8) A determination of watercourse status issued by the Gallatin County Conservation District; and

- (9) A narrative description of how the applicant will first avoid and if avoidance is not possible, minimize and mitigate impacts to wetlands and watercourses.
3. If development activities are proposed in or adjacent to watercourses or wetlands the following additional information is required in the wetlands and watercourse delineation report:
- a. A site plan consisting of an accurate scaled drawing which shows: the boundaries of the subject property; delineated wetland and watercourse boundaries; wetland buffer boundaries; watercourse setbacks; and all existing and proposed structures, roads, trails, and easements. The site plan must provide a table of existing wetland jurisdictional status, acreage and respective functional classes for each wetland, previously required wetland buffers and acreage for each wetland, and linear feet of all watercourses. In addition, all direct impacts to wetlands, watercourses, setbacks, and buffers must be depicted and summarized in a table on the site plan. The summary table must include: the wetland/watercourse identification number; labeling of the corresponding wetland buffer or watercourse setback with its width and acreage; the acreage of the subject property and of each wetland, watercourse, and wetland buffer or watercourse setback; notation of the wetland jurisdictional status; proposed impacts within all wetland buffers and watercourses setbacks; and, proposed mitigation methods and acreages.
 - b. All indirect impacts must be summarized in a narrative section of the application.
 - c. Application materials for all applicable permits identified in 38.220.020.
 - d. A wetland review checklist with each element confirmed as complete.
4. Mitigation Report. If in review of the required submittal materials the review authority determines adverse impacts to wetlands or watercourses will occur, the following information must be submitted to the city in the form of a mitigation report:
- a. The mitigation report must:
 - (1) Identify proposed mitigation consistent with the priorities listed in 38.610.100 and the rationale for the applicant's preferred mitigation.
 - (2) Include the following: the name and contact information of the applicant; the name, qualifications, and contact information for the primary author of the mitigation report; a description of the mitigation proposal; a summary of the direct and indirect impacts; identification of all local, state, and federal wetland or watercourse-related permits required for the proposed mitigation; and a vicinity map for the project.
 - (3) An assessment of existing conditions in the area of the proposed mitigation including vegetation community structure and composition, existing hydroperiod, existing soil conditions, and existing wetland functions.

- (4) An assessment of the potential changes in wetland hydroperiod for the proposed project.
 - (5) A description of the proposed mitigation actions for wetlands, watercourses, setbacks, and buffer areas and how the design has been modified to first avoid, and if avoidance is not possible then minimize or reduce impacts to the wetland hydroperiod. Provide specifications for all proposed compensatory mitigation for unavoidable impacts to wetlands and their buffers and to watercourses and their setbacks. Include a map and table with all proposed mitigation areas and their required buffers.
 - (6) Field data that documents the existing conditions of the proposed mitigation sites.
 - (7) An analysis of the anticipated post development hydrologic and soil conditions on the project site hydrologic and soil conditions of the mitigation wetlands based on the proposed mitigation (e.g., data that demonstrate hydrologic conditions (e.g. piezometer data, staff/crest gage data, hydrologic modeling, visual observations; data that demonstrate soil conditions (e.g., data from hand-dug or mechanical soil pits or boring results). The applicant may not rely on NRCS soil survey data for establishing existing conditions.
 - (8) A planting plan and schedule by proposed community type and hydrologic regime, size and type of plant material to be installed, spacing of plants, typical clustering patterns, total number of each species by community type, timing of installation, nutrient requirements, watering schedule, weed control, and, where appropriate, measures to protect plants from damage.
 - (9) A mitigation monitoring plan must include a period of not less than five years and establish the entity responsible for long-term operations, maintenance, and monitoring and the methods the applicant will use to ensure the mitigation meets the objectives established by the plan.
 - (10) Wetland mitigation performance criteria for mitigation wetlands and buffers (measurable standards reflective of expected development goals established for each year after the mitigation site is established, e.g., "At the end of five years there will be an 80 percent survival of the planted shrubs and trees").
 - (11) Contingency plans which clearly define courses of action or corrective measures if performance criteria are not met including strategies for adaptive management and change in mitigation option and the entity responsible for implementing any required contingency plans.
- b. The mitigation report must include scaled plan sheet(s) for the mitigation plan. The scaled plan sheet(s) must contain, at a minimum:

- (1) The surveyed edges of existing wetlands and buffers; the proposed location and acreage of wetlands and buffer impacts; and the location of proposed wetland and buffer mitigation areas.
 - (2) Surveyed topography at half-foot contour intervals in the area of the proposed mitigation if any grading activity is proposed in the proposed mitigation area.
 - (3) Provide an existing and proposed mitigation design cross section for the wetland and/or buffer proposed mitigation areas.
- c. A description of ongoing management practices that will protect and maintain the any nonimpacted wetland areas and the proposed mitigation wetland, watercourse, and buffer areas.
- B. If agricultural water user facilities are present then the development application must include application materials required pursuant to 38.220.060, 38.360.280, and 38.410.060.
- C. An as-built plan of the affected area within six months of completion.

Section 3

That Section 38.410.100, Watercourse Setback, Bozeman Municipal Code shall be repealed in its entirety and replaced as follows:

Sec. 38.410.100. Watercourse setback.

- A. The purpose of this section is to protect watercourses and the land adjacent to ensure bank stabilization; sediment, nutrient and pollution removal; provision of habitat and shade; and flood control.
- B. Where a parcel proposed for development contains a watercourse, the development is prohibited from placing structures (such as buildings, parking lots, or other impervious surfaces), an addition to an existing structure, any fill material (other than that required for exempt uses), other similar improvements within required watercourse setbacks.
- C. The development may integrate the watercourse and watercourse setbacks with required parklands and open space subject to division 38.420.
- D. The requirements of this section may not be less restrictive than the requirements of the city floodplain regulations or any other applicable regulation of this chapter.
 1. The watercourse setbacks must be measured from the ordinary high-water mark as defined in 38.700.090 and as depicted on Figure 38.410.100-1. When no ordinary high-water mark is discernible, the watercourse setback must be measured from the top of the watercourse bank.
 2. The following apply to all developments.
 - a. Setbacks. The following setback requirements must be met:

- (1) East Gallatin River. A minimum 100-foot setback must be provided along both sides of the East Gallatin River.
- (2) Sourdough/Bozeman Creek and Bridger Creek. A minimum 75-foot setback must be provided along both sides of Sourdough/Bozeman and Bridger Creeks.
- (3) Other watercourses. A minimum 50-foot setback must be provided along both sides of all other watercourses.
- (4) All watercourse setbacks must be extended as necessary to address the following additional requirements;
 - (a) The setback must extend to the delineated boundary of the regulated flood hazard area pursuant to 38.600.130.B where the regulated flood hazard boundary is larger than the setbacks established in this subsection D.2.a (see Figure 38.410.100-2);
 - (b) The setback must incorporate a minimum 50-foot wetland setback from the delineated boundary of any wetlands adjacent to the watercourse. A larger setback may be established per 38.610. A wetland is adjacent to a watercourse when some or all of the wetland lies within the required watercourse setback. Figure 38.410.100-3.
- b. The relocation of a watercourse, if approved by the review authority, is not subject to the restrictions of subsection D.2.a.
- c. Allowed encroachments. The watercourse setback is divided into two zones. Zone 1 consists of the 60 percent of the setback closest to the watercourse, and Zone 2 consists of the 40 percent of the setback furthest from the watercourse. The following describes exceptions for development in Zone 1 and Zone 2:
 - (1) On-site stormwater treatment facilities may be located in Zone 2.
 - (2) Trails and trail-related improvements may be placed within the watercourse setback subject to the following:
 - (a) Trails, and trail-related improvements such as benches and trail signage, may be placed in Zone 2;
 - (b) Limited, non-looping developed spur trails to the edge of the watercourse may cross all zones. Benches and limited informational/interpretive signage may be placed in Zone 1 at the terminus of spur trails;
 - (c) Due to topography, avoidance of wetlands, or geographical constraints, portions of non-spur trails may be placed in Zone 1. Trail construction within Zone 1, inclusive of watercourse crossings and spur trails may not exceed the length of 300 percent of the width of the applicable watercourse setback per 500 lineal feet of watercourse;

- (d) All trails must be constructed to minimize bank instability, sedimentation, nutrient and pollution runoff. Trails must be aligned to minimize damage to plant and wildlife habitat; and
 - (e) Trails crossing the watercourse and trail-related bridge structures may be located within all zones provided that the appropriate local, state and federal permits are obtained.
 - (3) Streets, active transportation pathways, utility lines, or similar public construction may be permitted within all zones for the purpose of crossing a watercourse, compliance with an adopted city plan, or protecting public health and safety. The following practices must be observed:
 - (a) Crossings must be minimized to the greatest extent feasible while still complying with other applicable standards of this code;
 - (b) Crossings with direct angles (90 degrees) must be used to the greatest extent feasible instead of oblique crossing angles;
 - (c) Construction must be capable of withstanding 100-year flood events; and
 - (d) A bank stabilization plan for all watercourse crossings must be prepared and approved by the review authority prior to site preparation and installation of the improvement.
 - (4) Outlets from stormwater treatment facilities may pass through all zones, provided that all required permits are obtained. Stormwater facilities must be designed to prevent the discharge of untreated stormwater directly into a watercourse.
 - (5) Ongoing control of noxious weeds by the property owner is required and activities required within limits outlined in any approved noxious weed control plan may occur in all zones.
- d. Setback planting. To ensure watercourse setback function, a setback planting plan must be prepared by a qualified landscape professional and must be reviewed and approved by the review authority prior to the commencement of development or site preparation. The plan must include a schedule, and plantings must be depicted on the plan as follows:
- (1) Zone 1: Zone 1 must be (re)vegetated with new or existing native materials suited for a riparian area based on the following. One hundred percent of the disturbed areas of Zone 1 must be planted with a ground cover of native riparian trees, sedges, forbs, and grasses suited for the area. In addition, a minimum of one shrub for every ten linear feet and one tree for every 30 linear feet of the watercourse must be planted along each side of the watercourse. Grouping or clumping of trees and shrubs as appropriate in a

riparian area is encouraged. Species that are appropriate to the soil hydrologic conditions are required. Tree and shrub species selected must be suitable for the climate and for planting in a riparian area with an emphasis on native species. Incorporation of existing healthy vegetation of types required in this section within the setback planting plan is encouraged.

- (2) Zone 2: Disturbed areas of Zone 2 must be revegetated with new or existing native grasses suited for the area. plantings in this area must be maintained in a natural state consistent with the approved setback planting plan and managed for good plant health.
 - (3) The property owner is responsible for maintenance of the watercourse setback landscaping. If it can be demonstrated that irrigation is present for the trees and shrubs, and fencing is provided for the trees and shrubs, the number of required trees may be reduced to one tree for every 60 linear feet and one shrub for every 20 linear feet of the watercourse along each side of the watercourse.
 - (4) Planting materials are exempt from the size requirements of 38.550.050.F.
 - (5) To prevent soil erosion and the invasion of noxious weeds, the watercourse setbacks must be covered with existing vegetation or must be seeded with native grasses as soon as seasonally feasible.
 - (6) Use of native grasses, forbs, sedges, trees, and other herbaceous plants in areas of disturbance (e.g., bridges, culverts, utilities installation, trails) within the watercourse setback is required.
- e. If irrigation is to be installed in the setback, an irrigation plan must be provided pursuant to 38.220.100 and the irrigation system, but not the plantings, must comply with requirements outlined in the most recent version of the City of Bozeman Landscape and Irrigation Performance and Design Standards Manual.
 - f. Except as otherwise allowed in subsections D.2.c and D.2.d of this section, disturbance of soils and existing vegetation is prohibited in the setback.
 - g. Nothing in this section prohibits an owner of affected property from:
 - (3) Combining two or more lots to assemble a larger and more usable lot;
 - (4) Petitioning the state department of fish, wildlife and parks and the county conservation district to reclassify the watercourse as exclusively an irrigation water user facility; or
 - (5) After receipt of required permits, and prior approval by the review authority, relocating the watercourse and associated setbacks and requirements.
- E. An applicant may request relief from the provisions of this division by:
1. Applying for a variance to dimensional standards of the watercourse setbacks as allowed by and subject to the requirements of division 38.250;

2. When applicable, seeking a deviation to dimensional standards of the watercourse setback as allowed by and subject to the requirements of division 38.430;
3. A departure from the watercourse setback may be approved by the review authority when the review authority has made the following findings:
 - a. The applicant has demonstrated by sufficient evidence the site cannot be developed in compliance with the setback standards;
 - b. The property received preliminary plat approval or other final approval to develop prior to July 10, 2002;
 - c. Application of the applicable watercourse setback and other applicable setbacks causes an existing parcel to have its buildable area reduced to 25% or less of the total lot area. Notwithstanding the above, the review authority may grant a departure greater than 25% from the applicable watercourse setback if the review authority determines other criteria of this subsection E.3 are met and the encroachment on the watercourse setback will not adversely affect sediment, nutrient and pollution removal or the provision of habitat and shade or flood control and will not have an adverse effect upon the stabilization of the watercourse bank; and
 - d. The departure may not reduce a setback to less than:
 - (1) 100-foot setback adjacent to or within the regulated flood hazard area of the East Gallatin River.
 - (2) 35-foot setback adjacent to or within any regulated flood hazard area of any other watercourse.
 - (3) A portion of the required setback, immediately adjacent to the ordinary high-water mark, must be left in a natural vegetative state or be subject to a setback planting plan as follows:
 - (a) East Gallatin River—60 feet.
 - (b) Other watercourses—21 feet.
4. Miscellaneous.
 - a. The watercourse setback must be depicted on all preliminary plats and plans. A note identifying presence of watercourse and setbacks must be provided on final plats and plans and include notice that setback standards are subject to change prior to future development within the subdivision.
 - b. This section does not apply to uses, activities, and structures which existed on or before July 10, 2002, including agricultural uses, agricultural water user facilities, lands controlled in the conservation reserve program. Any agricultural uses, activities, or structures established after July 10, 2002 must comply with these regulations.

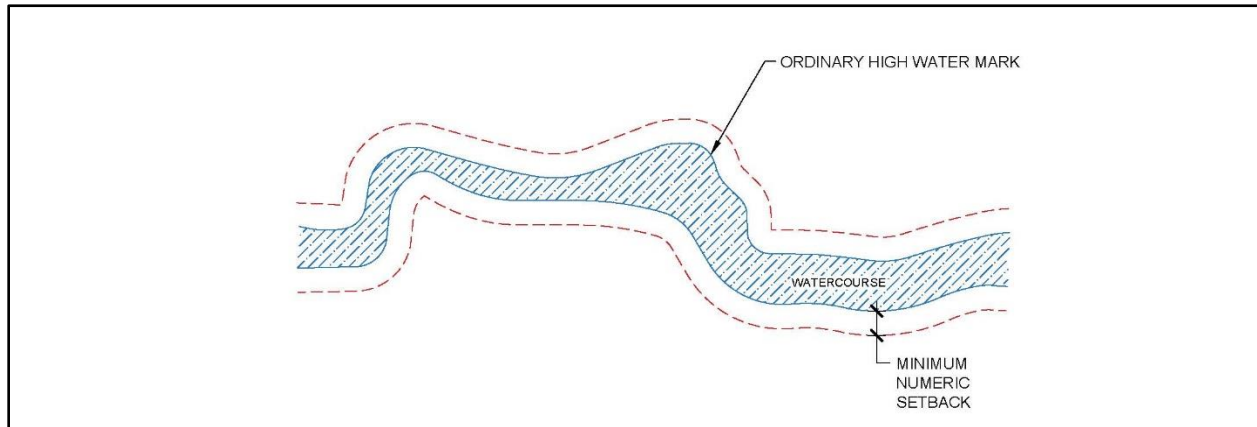


FIGURE 38.410.100 - 1. WATERCOURSE MINIMUM NUMERIC SETBACKS

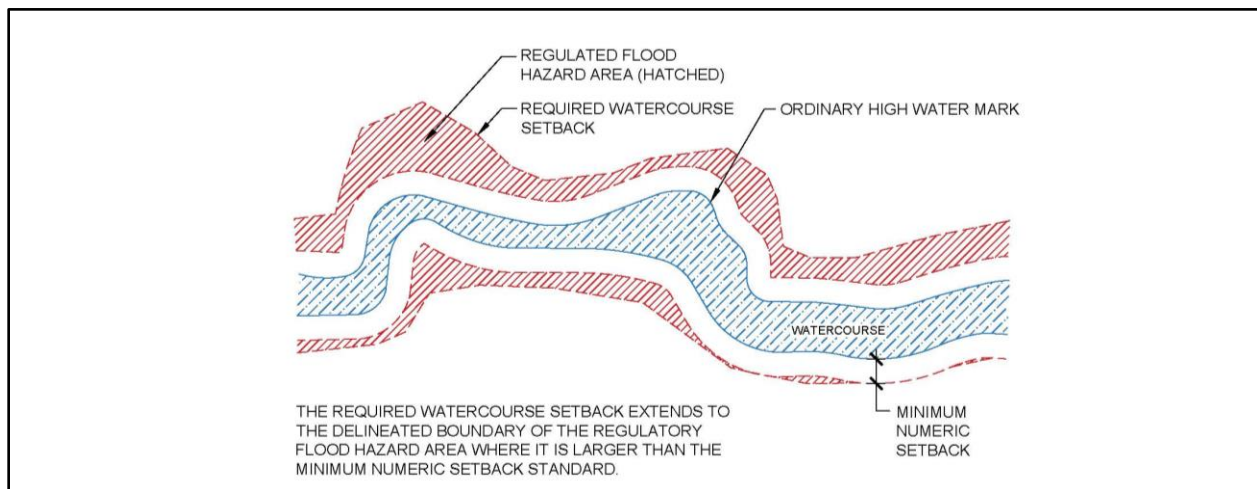


FIGURE 38.410.100 - 2. WATERCOURSE SETBACKS WITH A REGULATORY FLOOD HAZARD AREA

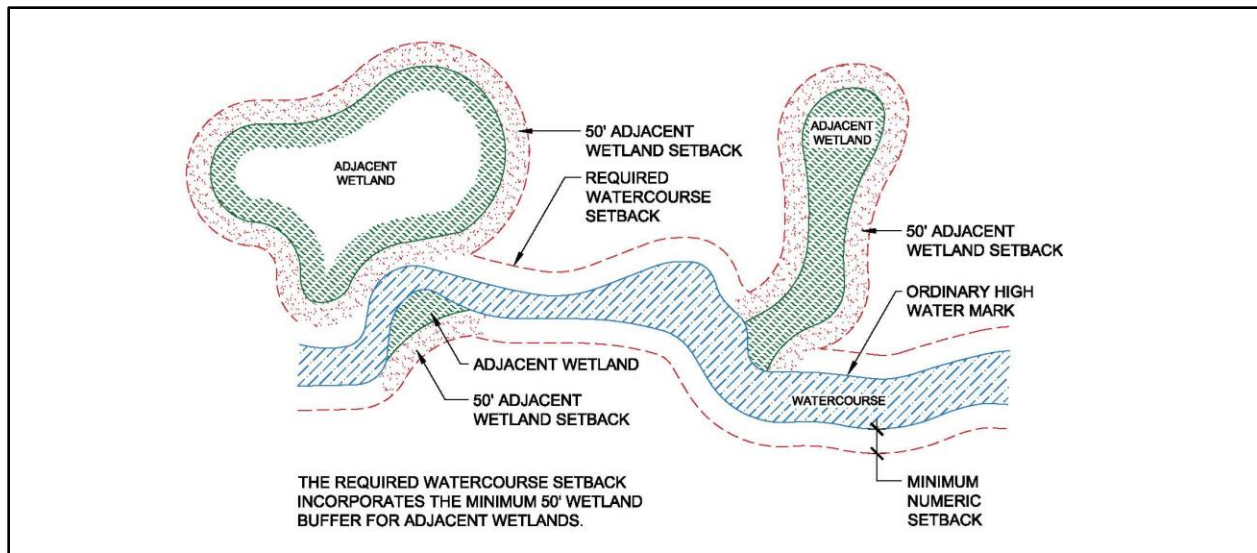


FIGURE 38.410.100 - 3. WATERCOURSE SETBACKS WITH ADJACENT WETLANDS

Section 4

That Division 38.610, Wetland Regulations, Bozeman Municipal Code shall be repealed in its entirety and replaced as follows:

DIVISION 38.610, WETLAND REGULATIONS

Sec. 38.610.010. Title and applicability/Jurisdiction.

- A. This division may be cited as the “wetlands regulations”.
- B. These wetland regulations apply to land which exhibit positive wetland indicators for all three wetland parameters defined in 38.700.210.
- C. These wetland regulations apply to applications for development that may impact wetlands, and these regulations also apply to actions that modify or impact a wetland on land not associated with the development proposal.
- D. The city has concurrent jurisdiction over federally jurisdictional wetlands, defined as wetlands that are regulated by a federal agency.
- E. The regulations in this division do not require mitigation of wetlands created by agricultural water user facilities or wetlands created by stormwater facilities.
- F. The obligation to comply with issued approvals and maintain approved mitigation runs with the land.
- G. This division 38.610 does not repeal, abrogate, supersede, or impair any existing restriction imposed by federal or state law. This division may impose more stringent requirements than federal or state law. If this division imposes greater or more stringent requirements than a privately imposed deed restriction or agreement, the provisions of this division control.

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Sec. 38.610.020. Intent and purpose.

- A. Wetlands perform important public health, safety, and welfare functions. The intent and purpose of this division 38.610 is to protect, preserve and enhance wetlands to provide:
 - 1. Aquifer recharge;
 - 2. Water storage;
 - 3. Regional stream hydrology (discharge and recharge);
 - 4. Flood control and storage;
 - 5. Sediment control (filter for sediments and nutrients);
 - 6. Nutrient removal from urban and non-point source runoff;
 - 7. Habitat for fish, wildlife and plants (including those that are endangered or threatened); and
 - 8. Erosion control.
- B. Wetlands provide important values that enhance the quality of life of community residents and benefit the public welfare of the community. It is the intent of this division 38.610 to protect, preserve and enhance wetlands to provide:
 - 1. Recreation;
 - 2. Open space;
 - 3. Aesthetic considerations;
 - 4. Education and research;
 - 5. Historical, cultural and archaeological resources; and
 - 6. Reduce public costs related to wastewater discharge permit compliance and water quality enhancements and protections.
- C. Wetlands can present significant constraints to development. It is the intent of these regulations to protect public and private facilities and structures from damage, minimize risk to public and private development, and reduce maintenance costs.
- D. This division requires an applicant to first avoid impacts to wetlands and if avoidance is not feasible to minimize impacts and mitigate impacts. Minimization of regulated activities within regulated areas may be achieved by integration of regulated areas with required parklands and open space. This division recognizes that impacts to regulated areas may occur to advance other adopted policies and goals of the city.
- E. Nothing in this division 38.610 may be construed to prevent irrigators from diverting water pursuant to water rights or owners of such rights from exercising those rights including maintenance of agricultural water conveyance facilities.
- F. Nothing in this division 38.610 may be construed to prevent compliance with applicable state or federal statutes and regulations.

- G. The purpose of this division is to balance the benefits of land development, such as housing and job creation, with the benefits wetlands provide to the community.

Sec. 38.610.030. Application of wetland regulations.

- A. These regulations apply to any regulated activity as described in 38.610.050 which may impact wetlands and which impacts are known prior to, or discovered through the development review process, and which are verified through a site-specific wetland boundary delineation. When any regulated activity is proposed, a wetlands boundary delineation must be conducted. If the wetlands delineation indicates wetlands are not present on or adjacent to the property, the review authority may determine these regulations do not apply. If wetlands exist on the property, the proposed development is subject to these wetland regulations and the provisions of this division 38.610 will be applied in addition to any other applicable regulations of this code. If site conditions exist that indicate wetlands could potentially be present on the property, the review authority may require the following be provided with the submittal of an application for development:
1. A wetlands boundary delineation pursuant to 38.220.130 and 38.610.040 must be prepared by a qualified wetland professional in accordance with the most current version of the USACE Wetland Delineation Manual of the U.S. applicable to the USACE Omaha District and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains.
 2. A qualified wetland professional is an individual with a minimum of a bachelor's degree in a water resource related field, five years' experience in a wetland related field, and/or a professional wetland scientist certification.
 3. If wetlands do not exist on the subject property, a letter from a qualified wetland professional must be submitted certifying the same.
- B. Wetlands which are not within the jurisdiction of a federal agency, and which are less than 400 square feet are exempt from this division 38.610 unless the wetland provides habitat for the following species as confirmed by a state or federal agency:
1. Habitat for plant, animal or other wildlife species listed as threatened or endangered under federal law;
 2. Habitat for plant, animal or other wildlife species listed as a species of concern, species of potential concern, or species on review as determined by the state; or
 3. A portion of a mosaic of wetland areas interspersed with upland areas and other habitat types with interconnected ecological functions.
- C. Any development for which the watercourse setback requirements of 38.410.100 are provided and do not result in any wetland impact is considered to have addressed the

requirements of this division 38.610. Notwithstanding the above, the permitting regulations of this division for activities identified in 38.610.050 apply.

- D. Applicants must avoid impacts to regulated wetlands. If the applicant demonstrates impacts to wetlands cannot be avoided, the review authority may approve development that impacts wetlands if such impacts are minimized, and appropriate mitigation is provided.

Sec. 38.610.040. Wetlands boundary and jurisdictional determinations.

- A. The USACE is the only entity that may issue an Approved Jurisdictional Determination.
- B. The review authority may rely on the wetland delineation and the Approved Jurisdictional Determination submitted with the application.
 - 1. If the Approved Jurisdictional Determination indicates federal jurisdiction over the wetlands exists, and impacts to the wetlands are proposed, the applicant must submit a copy of the applicant's Clean Water Act Section 404 permit application to the city concurrent with the application for development under this chapter.
 - 2. If the Approved Jurisdictional Determination indicates federal jurisdiction over the wetlands does not exist, and impacts to the wetlands are proposed, the applicant must comply with the regulations of this chapter and obtain approval from the review authority for any impacts and the required mitigation. The city will determine the extent of and means of mitigation subject to 38.610.100.
 - 3. Regardless of jurisdictional status, the city will review the submitted material under local jurisdiction for any regulated activities in a wetland. All development is subject to the review process of division 38.230.
 - 4. If federal jurisdiction is later determined to exist, the applicant must comply with any requirements of USACE.
 - 5. Approval by the city to impact wetlands in no way implies a determination by the city of USACE jurisdiction or federal regulations.
 - 6. A wetland delineation and boundary determination are valid for five years from the original report date.

Sec. 38.610.050. Regulated activities.

- A. The activities listed in this section are prohibited within a wetland, regardless of federal or city jurisdictional status unless the proposed activity is approved by the entity having jurisdiction.
- B. Any activity which reduces the size of a wetland or reduces the degree to which a wetland performs any function identified in the wetland delineation report is subject to the requirements of this division 38.610. Such activities include but are not limited to:

1. Placement of any material, including any soil, sand, gravel, mineral, aggregate, organic material, or water;
2. Construction, installation, or placement of any obstruction, or the erection of a building, trail, boardwalk, or other structure;
3. Removal, excavation, or dredging of solid material of any kind, including any soil, sand, gravel, mineral, aggregate, or organic material;
4. Removal of any existing vegetation or any activity which will cause any loss of vegetation;
5. Alteration of the surface water level or ground water table by any means, including draining, ditching, trenching, impounding, or pumping; and
6. Disturbance of existing surface drainage characteristics, sedimentation patterns, flow patterns, or flood retention characteristics by any means, including grading and alteration of existing topography.

Sec 38.610.060. Activities allowed without a permit.

- A. Except for wetlands under federal jurisdiction, the activities listed in this section are permissible without prior approval by the review authority, if such activity does not reduce the size of a wetland or does not significantly reduce the degree to which a wetland performs any function. Notwithstanding the above, such activity must comply with any other applicable local, state, or federal law. Activities permissible without a city development approval may include:
1. Maintenance of an existing and lawful public or private road, structure or facility, including but not limited to drainage or stormwater facilities, water conveyance structures, dams, fences, trails, or any facility used to provide transportation, electric, gas, water, telephone, telecommunications or other services provided that these activities do not materially change or enlarge any road, structure or facility;
 2. Maintenance of an existing farm or stock pond, an agricultural water user facility, agricultural fence, or drainage system;
 3. Weed control consistent with a Noxious Weed Management and Revegetation Plan approved by the county weed control district or other maintenance activities to remove or control state identified noxious weeds;
 4. Continuation of existing agricultural practices such as the cultivation and harvesting of hay or pasturing of livestock, or a change of agricultural practices which has no greater impact on wetland function;
 5. Conservation or preservation of soil, water, vegetation, fish, and other wildlife;
 6. Outdoor recreational activities, such as fishing, bird watching, hiking, floating, and swimming which do not harm or disturb the wetland;

7. The harvesting of wild crops;
 8. Education and scientific research;
 9. Minor improvements and landscape maintenance outside a wetland but within a previously approved watercourse setback or wetland buffer, including but not limited to the pruning of trees, mowing of grass, and removal of dead vegetation and debris; and
 10. Activities in a wetland previously approved pursuant to a wetland permit or city development approval, including but not limited to removal of debris and maintenance of vegetation and wildlife habitat.
- B. If federal jurisdiction exists, the applicant must comply with all requirements of the USACE or any other state or federal agency having jurisdiction.

Sec. 38.610.070. Application requirements and procedures for activities in wetland areas.

- A. All proposals for regulated activities in wetlands areas must be reviewed by the review authority. The applicant must prepare a functional assessment for all wetlands using an assessment tool currently accepted by the Omaha District of the USACE or the State of Montana. If wetland impacts are proposed in association with a development permit, application must follow the review process for the development permit.
- B. If a regulated activity is proposed for a regulated wetland area, but the regulated activity is not proposed in conjunction with a land development proposal, the applicant must submit a sketch plan application for decision by the review authority.
- C. The applicant is prohibited from taking or engaging in a regulated activity that impacts a wetland until authorized to do so by the review authority.
- D. The applicable information required in division 38.220 must be submitted for all regulated activities proposed for regulated wetland areas.

Sec. 38.610.080. Review standards/Minimum Wetland Buffer.

- A. The review authority may approve an application under this division 38.610 after having considered the applicant's documentation of:
 1. The functions and values described in 38.610.030 and as determined by a USACE accepted method of functional assessment of the wetland that may be affected by the proposed regulated activity;
 2. The extent and permanence of adverse effects of the regulated activity on the wetland and any associated watercourse;
 3. Any proposed mitigation; and
 4. The applicant's demonstration:
 - a. that any unavoidable adverse impacts on the wetland have been minimized; and

- b. the activity will result in minimal impairment to any wetland function, including the following:
 - 1. Plant, animal or other wildlife species listed as threatened or endangered under federal law; or
 - 2. Plant, animal or other wildlife species listed as a species of concern, species of potential concern, or species by the state.
- B. Minimum Wetland Buffer. All development must provide a minimum wetland buffer of 25 feet from the edge of the delineated wetland wherein any disturbance to the wetland buffer including construction activities is prohibited. The review authority may require a larger wetland buffer based on the wetland delineation report.

Sec. 38.610.090. Wetland approval conditions.

The review authority may require mitigation as provided for in 38.610.100 and impose conditions of approval for proposed regulated activities that are necessary to mitigate impacts to wetlands, or which are necessary to mitigate infringement upon wetlands and wetland buffers, or negative indirect or direct effects on the functionality of wetlands and wetland buffers.

Conditions of approval may include but are not limited to, the following:

- A. Notwithstanding the minimum wetland buffer, requiring a wetland buffer of a size appropriate for the proposed activity and the regulated wetland as determined by the review authority;
- B. Requiring structures be appropriately supported and elevated or otherwise protected against hazards;
- C. Modifying proposals for waste disposal, stormwater, or water supply facilities;
- D. Requiring protective covenants between the landowner and the city regarding the future development, use, and subdivision of lands, including but not limited to the preservation of undeveloped areas as open space and restrictions on vegetation removal;
- E. Requiring a protective covenant between the landowner and the city stating the measures that will be taken to protect all water resources, mitigation, and buffer areas;
- F. Requiring erosion control and stormwater best management practices (BMPs);
- G. Clustering structures or development;
- H. Restricting fill, deposit of soil, and other activities which may be detrimental to a wetland;
- I. Modifying the project design to ensure a reliable source and flow of water to the regulated wetland;
- J. Requiring or restricting maintenance of a regulated wetland area for the purpose of maintaining wetland functions;
- K. Requiring a mitigation monitoring report to be submitted to the review authority (the period and frequency of the reporting will be determined on a case-by-case basis); and

- L. Requiring that all reasonable effort be made to limit indirect impacts to vegetation and hydrological connectivity in the site design.

Sec. 38.610.100. Wetland mitigation.

- A. Adverse wetland impacts must be mitigated regardless of wetland jurisdictional status in the following order of priority except as may be required or authorized by the USACE for wetlands within USACE jurisdiction:
 - 1. Impacts must be mitigated on-site where feasible to do so. Using an approved wetland functional assessment methodology, the replacement function and value of the on-site mitigation wetland must meet or exceed the functions and values of the impacted wetland. If conditions are not suitable for establishing on-site mitigation, the review authority may authorize an alternative mitigation as described in subsections A.2-6. On-site mitigation must be conducted in accordance with methods and standards established by the USACE. Factors the review authority may consider in determining feasibility of on-site mitigation include but are not limited to: available area; the availability and reliability of water to serve the mitigation site; soil and vegetation types; wetland size and functional class; existing and future land use; compliance with adopted land use plans; and the city's current and future planned transportation network.
 - 2. If mitigation is not suitable on-site, impacts must be mitigated through the purchase of wetland mitigation credits from a wetland bank authorized by the USACE and which is located within the East Gallatin River watershed.
 - 3. If an authorized wetland bank is not available in the East Gallatin watershed, impacts must be mitigated through the purchase of wetland mitigation credits from a wetland bank authorized by USACE and which is located within the Gallatin River watershed;
 - 4. If a wetland bank is not available within the Gallatin River watershed, the developer must provide a proportional payment to an in-lieu fee wetland mitigation provider authorized by the USACE to develop wetland mitigation projects within the Gallatin River watershed; and
 - 5. If a wetland in-lieu fee provider authorized by the USACE is not available within the Gallatin River watersheds, the developer must obtain wetland mitigation credits from the geographically nearest wetland bank authorized by the USACE.
- B. The city commission may, pursuant to Resolution, establish standards that:
 - 1. Require a decrease in the compensatory value of mitigation bank credits as distance to the bank increases from the location of wetland adversely impacted; and
 - 2. Ensure the amount of mitigation credits or acreage of wetland mitigation required are reasonably related to the area and functional class of the impacted wetland.

Sec. 38.610.110. Administrative procedures authorized.

- A. The city manager or designee may adopt and amend administrative procedures to implement this division. The administrative procedures include, but are not limited to, the following items:
1. Guidelines necessary to conduct an analysis of alternatives to the proposed action related to the prioritization of mitigation as provided for in 38.610.100;
 2. Coordination with stormwater management practices;
 3. Coordination with USACE to avoid duplication of wetland mitigation bank credits;
 4. Procedures for provision of payment to USACE authorized in-lieu-fee provider for wetland impacts or mitigation;
 5. Requirements for wetlands delineation and wetland Jurisdictional Determination reports;
 6. Procedures for certification of wetland delineation and opinion of wetlands jurisdictional status reports;
 7. Guidelines related to the content of a required monitoring report;
 8. Procedures to implement 38.610.100 including procedures related to timing of mitigation prior to construction of construction of improvements;
 9. Requirements for wetland mitigation plans including ensuring long-term protections for off-site mitigation such as an easement or protective covenant that cannot be removed without consent of the city;
 10. Fees for wetland review and mitigation prioritization; and
 11. Guidelines for local in-lieu-fee program

Section 5

That Section 38.700.190. - U definitions, Bozeman Municipal Code shall be amended as follows to add:

USACE. When referred to in this chapter, USACE means the United States Army Corps of Engineers.

Section 6

That Section 38.700.210. - W definitions, Bozeman Municipal Code shall be amended as follows:

Watercourse Setback. A fixed distance applied from the ordinary high-water mark.

Wetland.

- A. Those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a

prevalence of vegetation typically adapted for life in saturated soil conditions, and meet the established criteria briefly described below:

1. Vegetation. A prevalence of hydrophytic vegetation. Hydrophytic species, due to morphological, physiological, and/or reproductive adaptation, have the ability to grow, effectively compete, reproduce, and/or persist in anaerobic soil conditions-;
2. Soils. A hydric soil is a soil that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part-; and
3. Hydrology. The area is inundated either permanently or periodically, or the soil is saturated to the surface at some time during the growing season of the prevalent vegetation at a duration sufficient to induce anaerobic and reducing conditions.

Wetland Buffer. Except for the minimum buffer established by this chapter, a variable distance applied from the edge of a delineated wetland and determined by the review authority based on an analysis of the resource and expected adjacent activities as necessary to protect the wetland from adverse impacts to its function and value.

Section 7

Repealer.

All provisions of the ordinances of the City of Bozeman in conflict with the provisions of this ordinance are, and the same are hereby, repealed and all other provisions of the ordinances of the City of Bozeman not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 8

Savings Provision.

This ordinance does not affect the rights and duties that matured, penalties that were incurred or proceedings that were begun before the effective date of this ordinance. All other provisions of the Bozeman Municipal Code not amended by this Ordinance shall remain in full force and effect.

Section 9

Severability.

That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof, other than the part so

decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Bozeman Municipal Code as a whole.

Section 10

Codification.

This Ordinance shall be codified as indicated in Section 2 – 6.

Section 11

Effective Date.

This ordinance shall be in full force and effect thirty (30) days after final adoption.

PROVISIONALLY ADOPTED by the City Commission of the City of Bozeman, Montana, on first reading at a regular session held on the 9th day of September 2025.

TERENCE CUNNINGHAM

Mayor

ATTEST:

MIKE MAAS

City Clerk

FINALLY PASSED, ADOPTED AND APPROVED by the City Commission of the City of Bozeman, Montana on second reading at a regular session thereof held on the 23rd of September 2025. The effective date of this ordinance is October 25, 2025.

TERENCE CUNNINGHAM

Mayor

ATTEST:

MIKE MAAS

City Clerk

APPROVED AS TO FORM:

GREG SULLIVAN

City Attorney

23309 Staff Report for the Replacement of the Wetland and Watercourse Regulations

Public Hearing Dates: Community Development – Sept 8, 2025, continued from August 18, 2025
City Commission – September 9, 2025

Project Description: Replace Division 38.610 (Wetland Regulations) and Section 38.220.130 (Submittal Materials for Regulated Activities in Wetlands), and amend Section 38.700.190 U Definitions, and Section 38.700.220 W Definitions within Chapter 38 of the Bozeman Municipal Code.

Project Location: Revision to the text is applicable City-wide.

Recommendation: Meets applicable criteria.

Recommended Community Development Board Motion: Having reviewed and considered the staff report, draft ordinance, public comment, and all information presented, I hereby adopt the findings presented in the staff report for application 23309 and move to recommend adoption.

Recommended City Commission Motion: Having reviewed and considered the staff report, draft ordinance, public comment, recommendation from the Community Development Board, and all information presented, I hereby adopt the findings presented in the staff report for application 23309 and move to provisionally adopt the ordinance.

Report: August 27, 2025

Staff Contact: Chris Saunders, Community Development Manager
Nick Ross, Director of Transportation and Engineering

Agenda Item Type: Action - **Legislative**

EXECUTIVE SUMMARY

This report is based on the application materials submitted and public comment received to date.

Unresolved Issues

None

Project Summary

The City of Bozeman first adopted local regulations to protect wetlands in 2003 by [Ordinance 1604](#) [External Link, PDF]. Local regulations have been in effect continuously since initial adoption. Mitigation of impacts to wetlands that occurs during land development is subject to both federal and local regulation. Federal regulation pursuant to the Clean Water Act is enforced by the United States Army Corps of Engineers (USACE). Local regulation occurs per the City's Unified Development Code (UCD) [Division 38.610](#), titled Wetlands Regulations. Prior to the United States Supreme Court's recent decision in *Sackett v.*

Environmental Protection Agency, 142 S. Ct. 1322 (2023), the USACE (and the EPA) regulated wetlands using a broad definition that included many wetlands within the City.

The recent *Sackett* decision significantly narrows federal regulations of wetlands. Historically, for most wetlands impacted by land development, the City had concurrent jurisdiction with the federal agencies and deferred to the federal agencies for decisions on mitigation. After *Sackett*, federal jurisdiction is more limited resulting in the City's jurisdiction being the sole authority to regulate a greater proportion of wetlands within the City. Since the recent *Sackett* decision, the City continues to regulate impacts to wetlands, which federal agencies can no longer regulate.

In response to the recent *Sackett* decision and the future of federal regulation of wetlands, the City believes it must consider any new federal rule and guidance to understand how the City could move forward regulating based solely on the UDC requirements. This includes regulation of wetlands that were but are no longer regulated federally and how the City will integrate its mitigation requirements (including a bank) into the ongoing federal wetland bank program.

The City's watercourse protection standards coordinate with wetland protection standards. The draft improves coordination between the two different sections and materials submitted with applications.

This project replaces Division 38.610 (Wetland Regulations) and Section 38.410.100 (Watercourse setback) within Chapter 38 of the Bozeman Municipal Code and amends [Section 38.220.130](#) [External Link] (Submittal materials for regulated activities in wetlands and watercourses) to reflect these changes. Definitions related to wetlands are also being amended or created in Division 38.700.

Strategic Plan

1.2 Public Agencies Collaboration

Foster successful collaboration with other public agencies and build on these successes.

e) Enhance our relationship with State and Federal Agencies.

3.1 Public Safety

Support high quality public safety programs, emergency preparedness, facilities, and leadership.

6.5 Parks, Trails & Open Space

Support the maintenance and expansion of an interconnected system of parks, trails and open spaces.

6.6 Habitat

Work with partner organizations to identify at-risk, environmentally sensitive parcels contribute to water quality, wildlife corridors, and wildlife habitat.

7.3 Best Practices, Creativity, & Foresight

c) Improve Departmental Collaboration – Identify opportunities to improve collaboration between City departments and create subgroups on communications, community interactions, long-range planning, and other matters of common concern.

Community Development Board

The Community Development Board, in its role as the Zoning Commission, previously reviewed the draft ordinance on November 6, 2023. The Board recommended approval of the ordinance to the City Commission. The City Commission at their December 5, 2023 meeting reviewed the ordinance and considered public comment. The Commission voted to send the ordinance back to staff for additional process, including content edits, expanded scope, and additional public outreach. This additional process is now complete, and the Community Development Board, in its role as the Zoning Commission, was scheduled to hold a public hearing on August 18, 2025, to review the revised ordinance. Due to a lack of quorum the meeting was continued to September 8th.

The advisory board is charged with making recommendations regarding regulations that will affect zoning. Wetland and watercourse protection are zoning requirements. As of the writing of this report no public comments have been received on the revised draft. All project related [public comments](#) [External Link] are archived and available for public review.

Due to the timing of the continued Community Development Board meeting, the staff will report the outcome of the meeting to the City Commission at the Sept 9th public hearing.

Sustainability Board

The Sustainability Board considered the recommended proposed language on August 13th. The Board recommended approval. The [recording](#) [external link] of the meeting is available on the City's website.

City Commission

The City Commission at their December 5, 2023, meeting reviewed the ordinance and considered public comment. The Commission voted to send the ordinance back to staff for additional process, including content edits, expanded scope, and additional public outreach. This additional process is now complete, and the Commission is scheduled to hold a public hearing on the draft ordinance on September 9, 2025, at their regularly scheduled meeting.

City Commission Alternatives

1. Adoption of the recommended ordinance;
2. Denial of the ordinance based on findings of non-compliance with the applicable criteria contained within the staff report; or
3. Open and continue the public hearing on the application, with specific direction to staff to supply additional information or to address specific items.

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SECTION 1 – RECOMMENDATION AND FUTURE ACTIONS

Having considered the criteria established for a text amendment, staff recommends approval as proposed.

The Community Development Board is scheduled to hold a public hearing on this amendment on August 18, 2025, at 6:00 p.m. A recommendation will be forwarded to the Commission on the text amendment.

The City Commission will hold a public hearing on the text amendment on September 9, 2025, at 6:00 p.m.

SECTION 2 – TEXT AMENDMENT STAFF ANALYSIS AND FINDINGS

In considering applications for approval under this title, the advisory boards and City Commission must consider the following criteria. As an amendment is a legislative action, the Commission has broad latitude to determine a policy direction. The burden of proof that the application should be approved lies with the applicant.

In considering the following criteria, the analysis must show that the amendment accomplishes zoning criteria A-D. Zoning criteria E-K must be considered and may be found to be affirmative, neutral, or negative. A favorable decision on the proposed application must find that the application meets all of the criteria A-D and that the positive outcomes of the amendment outweigh negative outcomes for criteria E-K. In addition, the application must be evaluated against subdivision criteria 1-17. A favorable decision on the proposed application must find that the positive outcomes of the amendment outweigh the negative outcomes for criteria 1-17 .

Section 76-2-304, MCA (Zoning) Criteria

A. Be in accordance with a growth policy.

Criterion Met. [The Bozeman Community Plan \(BCP\) 2020](#), Chapter 5, p. 73, in the section titled *Review Criteria for Zoning Amendments and Their Application*, discusses how the various criteria in 76-2-304 MCA are applied locally. Application of the criteria varies depending on whether an amendment is for the zoning map or for the text of Chapter 38, BMC.

“In a text amendment, policy statements weigh heavily as the standards being created or revised implement the growth policy’s aspirations and intent. The City must balance many issues in approving urban development.”

The proposed amendment does not change the zoning map. Therefore, it is not necessary to analyze compliance with the future land use map.

The basic planning precepts on page 20 of the Bozeman Community Plan 2020 include, “The health and well-being of the public is an essential focus and influences and is influenced in turn by urban design and land development.” Also, “The City intends to create a healthy, safe,

resilient, and sustainable community by incorporating a holistic approach to the design, construction, and operation of buildings, neighborhoods, and the City as a whole.” The proposed amendments provide for public health, safety, and welfare of the community by providing clear standards and administrative processes for development around regulated wetland areas and by providing consistent language, clear definitions, and references throughout the Bozeman Municipal Code.

Under Theme 4, A City Influenced by Our Natural Environment, Parks, and Open Lands, there are several relevant goals and objectives that will be met through the collaborative approach to developing these amendments to the Wetland Regulations.

Goal EPO-202 - Work with the U.S. Army Corps of Engineers to keep wetlands, mitigation within the Gallatin Valley rather than locating to other watersheds.

Staff has repeatedly consulted with the Corp of Engineers in preparing the updated regulations. Coordination is enhanced by using the same standards for delineation and documentation of wetlands and wetland functions.

EPO-2.3 - Identify, prioritize, and preserve key wildlife habitat and corridors.

The application materials submittal requirements ensure that resources are identified following best professional practice. The standards for watercourse and wetland protection act to protect habitat consistent with the other purposes and priorities of the Unified Development Code.

EPO 4.2 - Update floodplain and other regulations that protect the environment.

The proposed amendments to the wetland and watercourse regulations meet this objective by ensuring identification of resources and establishing standards to avoid and minimize impacts of development.

RC-2.1 Prohibit development in environmentally-sensitive or hazard-prone areas.

The proposed regulations emphasize avoidance of wetlands as a first priority and require physical separation from wetlands and watercourses. This separation limits impact on the resource.

No conflicts with the growth policy have been identified. The criterion is met.

B. Secure safety from fire and other dangers.

Criterion Met. The proposed regulations are specifically intended, designed, and include provisions to ensure they can be carried out to manage development within regulated identified wetland areas. Wetlands can present significant constraints to development which typically form in areas characterized by poor drainage conditions that are ill-suited for most types of development. Development in these areas often involves extra expense resulting from considerations for site drainage, flood protection and facility maintenance. The intent of these regulations is to protect public and private facilities and structures from damage, and to minimize public and private development and maintenance costs. This is accomplished by prioritizing avoidance of wetlands. Compliance with the proposed and other existing standards such as building permits, access, and stormwater control standards mutually support this criterion. The wetland regulations partner with other watercourse protection, [38.410.100](#) [External link] and floodplain standards, [38.600](#) [External link] in the Unified Development

Code to limit construction in these areas.

C. Promote public health, public safety, and general welfare.

Criterion Met. The proposed regulations provide standards and procedures that regulate development in wetland and watercourse areas to protect public health and safety, safeguard water quality, and provide for wildlife habitat. Additionally, the preservation of wetlands and watercourses offers opportunities for open space, education and research, and historical, cultural and archaeological resources. The intent of these regulations is to encourage the avoidance of regulated activities within the regulated areas and to require best management practices in regulated areas. As noted in Criterion B, further development and redevelopment must be in accordance with the new natural resource standards as well as modern building, access, stormwater, pedestrian circulation, ingress and egress to the site, and full connection to the greater transportation network for users, ensuring the promotion of public health, safety and general welfare.

Minimizing impacts to wetlands and watercourses supports and maintains their functions to lessen flooding, improve groundwater infiltration, lessen surface water pollutants, and thereby improve public health and safety.

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

Criterion Met. The regulations provide submittal requirements and standards that apply to any regulated activity that may impact wetlands as defined in 38.700 known prior to or discovered through the development review process and verified through a site-specific wetlands and watercourse boundary determination. If wetlands or watercourses are found on the subject site, the proposal is subject to these regulations. As mentioned in Criterion C, wetlands typically form in areas characterized by poor drainage conditions which are ill-suited for most types of development. Wetlands are characterized by hydric soils that are unstable for most types of development. The proposed regulations reduce the likelihood of damage to public facilities, such as streets, and private facilities. This process of identifying, verifying, and mitigating wetland sites ensures appropriate setbacks from identified wetlands and watercourses and the protection of existing infrastructure, including water, sewer, transportation, and roadways, to ensure they are minimally affected by these regulated areas.

Where it is necessary for infrastructure to cross watercourses or wetlands, the standards provide direction on how to lessen impacts. Prioritization for methods of mitigation of impacts helps ensure that allowance of needed infrastructure has the least amount of resource impact.

E. Reasonable provision of adequate light and air.

Criterion Met. The regulations make provision for adequate light and air by limiting certain types of development in and around wetland areas and watercourses. These limitations provide the opportunity for open space and natural areas that can be utilized for a number of ecological functions. Additional standards for light and air such as required open spaces, parkland and setbacks are also included in Chapter 38.

F. The effect on motorized and non-motorized transportation systems.

Criterion Met. The effect on long range transportation systems (motorized and non-motorized) should be minimal. Existing roads that will need to be extended to accommodate proposed developments will follow the same guidelines as other development. In some instances where a linear path for roadways or pathways is not possible due to existing wetlands and watercourses or, where construction is unavoidable, such as utility or street crossings, the proposed regulations provide processes and standards to minimize impacts and lessen the likelihood of damage or injury. The process of determining the wetland boundary is similar to requirements for watercourse setbacks, where the developer must mitigate the impacts of the development on or near a watercourse which are often alongside existing wetland areas.

Additionally, the process can help guide the design phase of a project early on when determining the location of roads, pedestrian paths and open space based on results of the wetland or watercourse boundary determination.

G. Promotion of compatible urban growth.

Criterion Met. The proposed amendments provide for land uses and permitting processes that ensure development in regulated wetland areas is compatible with natural conditions as those conditions fluctuate from time to time. The regulations also provide standards for development that will prevent construction in areas not suitable for development, thereby creating a safer, more suitable environment, and creating building and site standards that are compatible with the natural environment. The regulations will create consistency of standards and processes that would be applicable to any parcel with wetlands or watercourses throughout the City.

H. Character of the district.

Criterion Met. The draft regulations do not modify the standards that are unique to individual zoning districts. The wetland and watercourse regulations are equally applicable in all zoning districts. The regulations are specifically designed to address characteristics of land within and surrounding wetland areas within the City. Parcels with wetland areas and watercourses are unique. Providing specific regulations to protect them and mitigate during construction maintains the character of the site and ensures their preservation. Wetlands and watercourses provide important values, both aesthetic and functional, that enhance the quality of life of community residents. Protecting wetland areas ensures their preservation for future generations

I. Peculiar suitability for particular uses.

Criterion Met. The regulations specifically address and limit the development of new buildings in identified wetland areas and watercourses through a site-specific wetland and watercourse boundary determination when applicable. Preservation of wetlands and watercourses is significant when considering they provide several important ecological functions, including aquifer recharge, water storage, regional stream hydrology (discharge and recharge), flood control and storage, sediment control, nutrient removal from urban or non-point source runoff, and erosion control. Preservation of existing wetland functions is less costly, faster, and more efficient than replicating those functions elsewhere. Therefore, the preference of the city is to first avoid wetland impacts with the prioritized mitigation preferences

following.

J. Conserving the value of buildings.

Criterion Met. Wetlands and watercourses are a unique and distinct ecosystem that perform many important ecological functions. Wetlands and watercourses are aquatic environments that are covered by freshwater, saltwater, or a mix. They can provide flood control, clean water, storm protection, sediment control, and vital habitat. The regulations may apply independently or may apply to development that may impact wetlands and watercourses. It is the intent and purpose of these regulations to protect, preserve, and enhance wetlands and watercourses to provide a number of vital functions (see Criterion C & H).

Further, the regulations act to proactively conserve the value of buildings by preventing building construction in and too close to wetland areas and watercourses where soils are typically unstable and not appropriate for construction (see Criterion D).

K. Encourage the most appropriate use of land throughout the jurisdictional area.

Criterion Met. The regulations provide standards and steps in determining the status of a wetland and/or watercourse, the setback requirement, and any mitigating factors with proposed development. This will allow for uses that are appropriate and functional within existing wetland areas and watercourses. The proposed amendments seek to regulate development around wetland areas and watercourses that will limit impacts to these resources aiding in public health, safety, and general welfare.

PROTEST NOTICE FOR ZONING AMENDMENTS

IN THE CASE OF WRITTEN PROTEST AGAINST SUCH CHANGES SIGNED BY THE OWNERS OF 25% OR MORE OF THE AREA OF THE LOTS WITHIN THE AMENDMENT AREA OR THOSE LOTS OR UNITS WITHIN 150 FEET FROM A LOT INCLUDED IN A PROPOSED CHANGE, THE AMENDMENT SHALL NOT BECOME EFFECTIVE EXCEPT BY THE FAVORABLE VOTE OF TWO-THIRDS OF THE PRESENT AND VOTING MEMBERS OF THE CITY COMMISSION.

The City will accept written protests from property owners against the proposal referred to in this notice until the close of the public hearing before the City Commission. Pursuant to 76-2-305, MCA, a protest may only be submitted by the owner(s) of real property within the area affected by the proposal or by owner(s) of real property that lie within 150 feet of an area affected by the proposal. The protest must be in writing and must be signed by all owners of the real property. In addition, a sufficient protest must: (i) contain a description of the action protested sufficient to identify the action against which the protest is lodged (including the application number, 23309); and (ii) contain a statement of the protestor's qualifications (including listing all owners of the property and the physical address), to protest the action against which the protest is lodged, including ownership of property affected by the action. Signers are encouraged to print their names after their signatures. A person may in writing withdraw a previously filed protest at any time prior to final action by the City Commission. **Protests must be delivered to the Bozeman City Clerk, 121 North Rouse Ave., PO Box 1230, Bozeman, MT 59771-1230.**

Written comments may be directed to: City of Bozeman Department of Community Development, ATTN: City Clerk, PO Box 1230, Bozeman, MT 59771-1230, or emailed to comments@bozeman.net. Data on this application are available at

<https://www.bozeman.net/government/planning/using-the-planning-map>. Select 'Project Documents' and navigate to application 23309. The full application may be reviewed in the City of Bozeman Department of Community Development, Alfred M. Stiff Professional Building, 20 East Olive Street, 582-2260. **Please reference Application 23309 in any correspondence.**

For those who require accommodations for disabilities, please contact the ADA Coordinator David Arnado, at 582-3232 (voice).

APPENDIX A – DETAILED PROJECT DESCRIPTION AND BACKGROUND

Mitigation of impacts to wetlands that occurs during land development is subject to both federal and location regulation. Federal Regulation pursuant to the Clean Water Act is enforced by the United States Army Corps of Engineers (USACE) and the Environmental Protection Agency. Local regulation occurs per the City's Unified Development Code (UDC), Division 38.610 titled Wetland Regulations. Prior to the United States Supreme Court's recent decision in *Sackett v. Environmental Protection Agency*, 142 S.Ct. 1322 (2023), the federal agencies regulated wetlands using a broad definition that included many wetlands within the City. Federal agencies regulated wetlands that were not only immediately adjacent to traditionally navigable waters, but also wetlands that had a continuous surface connection to such water or had a significant nexus to interstate or traditional navigable waters. This "significant nexus" required federal agencies to analyze a number of factors. A significant nexus exists, under federal guidance, when "wetlands, either alone or in combination with similarly situated lands in the region, significantly affect the chemical, physical, and biological integrity of those waters." The result is that the federal agencies regulated millions of acres of wetlands nationwide that were not immediately adjacent to or indistinguishable from traditionally navigable waters.

That all changed with the *Sackett* decision. The majority of the Court determined "that the Clean Water Act (CWA) extends to those wetlands with a continuous surface connection to bodies that are 'waters of the United States' in their own right so that they are 'indistinguishable' from those waters." The result is that many wetlands that were formerly regulated by the federal agencies are no longer under federal jurisdiction.

The Supreme Court remanded this decision back to the 9th Circuit of Appeals. Additional litigation will most likely be necessary to finally resolve the specific issue in the case. In the meantime, EPA and USACE implemented an interim rule to address the Supreme Court decision. The City's regulation of wetlands addresses wetlands historically regulated by the federal agencies resulting in concurrent (but not identical) regulations. The *Sackett* decision significantly narrows federal regulation of wetlands resulting in the City's regulatory program now being the sole regulatory authority for a greater number of wetlands within the City.

In response to the recent *Sackett* decision and the future of federal regulation of wetlands, the City believes it must consider any new federal rule and guidance to understand how the City could move forward regulating based solely on the UDC requirements. This includes regulation of wetlands that were but are no longer regulated federally and how the City will integrate its mitigation requirements (including a bank) into the ongoing federal wetland bank

program.

The City Commission conducted a work session on July 25, 2023, ([Meeting Video](#)-Action Item K.1.) [External Video Link], regarding the proposed Wetland Protection Mitigation procedures. The purpose of the work session was to provide the Commission with information related to:

- i. The current approach of the City to its wetlands regulatory program under the UDC;
- ii. Provide information on the Sackett decision and the issues resulting from the decision;
- iii. Provide information on future approaches to local regulation of wetlands.

Specific topics discussed in detail at the work session are available in the July 25, 2023 City Commission [Memorandum](#) [External Link, PDF]. City Commission provided specific guidance on mitigation measures for wetland areas which were discussed at two follow-up meetings open to the general public on October 5th, 2023.

On October 5th, 2023, City staff presented updates to the proposed Wetland Regulations including policy guidance from the City Commission, followed by Q & A sessions that were open to the general public at two different meetings. There was a virtual meeting at noon on Zoom followed by an in-person meeting at the Bozeman Public Library at 6:00 p.m. The noon session included an overview of current wetland regulations and the role of the Army Corps of Engineers. City goals were discussed in regard to wetland mitigation measures within the existing watershed including discussions on local wetland bank options. Policy guidance from the July 23rd City Commission meeting was discussed followed by a Q and A session with people who attended the online meeting. Several people asked about the inline edits and recommendations from the Gallatin Watershed Council to the proposed Wetland Regulations in the UDC. There were requests for clarification and the City's response to these edits and recommendations. People felt they should be carefully considered since the recommendations and suggestion came from experts in the field. The comments were primarily focused on clarifying and defining terms in the existing codes with a goal to minimize and avoid impacts to wetlands before the city resorts to mitigation and that local mitigation was a priority over mitigating outside the City's watershed. One person asked about the process for smaller, individual wetland areas or ponds not connected to a stream and options for cash in lieu. A follow up question asked about the option of submitting a wetland application prior to a site plan application, Additional questions included progress with wetland revisions to date. Meeting Video to the online [Zoom meeting](#) [External Link, meeting video].

On the same day at 6:00 p.m. staff presented this information at another meeting in the Bozeman Public Library. Discussions revolved around the proposed amendments to the wetland regulations, application processing for proposals with wetland areas, progress on local options for wetland mitigation, and policy guidance from the City Commission. People had questions about how the City will regulate wetlands normally covered by the ACOE and the method of determining the amount of credits for wetland mitigation. Additional discussion focused on wetland delineation and who decides who has jurisdiction and the overall permitting process. There were concerns about the size of the wetland bank and the process of mitigating using wetland bank credits. There were additional concerns about delineating wetland setbacks and holding people accountable to their limits. People were wanting to fully understanding who has jurisdiction, and understand steps outlined in the regulations to

determine the best course of action based on the proposal. Additional information can be found on the [Minutes to the 6:00 p.m.](#), meeting [External Link, PDF].

The City wetlands code and USACE regulations have a general strategy that is summarized by the following priorities: 1) avoid wetlands impacts, 2) where wetlands impacts cannot be avoided, minimize wetlands impacts, and 3) when wetlands impacts are incurred, mitigate the impacts. Where the impacts of land development to wetlands are unavoidable, mitigation of such impacts regulated by federal agencies may occur in locations distant from the City, including the Upper Missouri Wetland Bank located in Twin Bridges, Montana. Currently, a local wetlands bank is under development by the Sacajawea Audubon Society (SAS) in the vicinity of Haggerty Lane and East Main Street intersection. If this bank qualifies as a wetland bank for purposes of federal regulation, landowners seeking to mitigate wetland impacts that fall within the jurisdiction of federal agencies may be able to access the SAS bank, once established. The SAS bank may also be available to the City to provide mitigation for wetlands now regulated only by the City.

The City Commission at their December 5, 2023, meeting reviewed the ordinance and considered public comment. The Commission voted to send the ordinance back to staff for additional process, including content edits, expanded scope, and additional public outreach.

As part of additional public outreach, the City held an open house to gather public input on March 27th, 2025, at the Bozeman Public Safety Center.

The draft ordinance now under consideration was released to the public on the Engage Bozeman Wetlands Update project page on July 31, 2025. Copies were also made available at the Reference Desk in the Bozeman Public Library and the Department of Community Development. The City provided public notice on the draft and the upcoming public hearings before the Community Development Board acting as the Zoning Commission and the City Commission on the City's website and with the publication of a legal advertisement in the Bozeman Daily Chronicle published on four Saturdays: July 26, August 9, August 16, and August 30, 2025. Public comment will close during the City Commission public hearing on September 9, 2025.

The City first adopted local regulations to protect wetlands in 2003 by Ordinance 1604. Local regulations have been in effect continuously since their initial adoption. The local regulations are supplementary to federal regulations in that historically, the City's regulations have also regulated wetlands covered by the Clean Water Act. But there are key differences between the historical federal regulatory scheme and the City's regulations. A key difference is that the City's regulations apply to wetlands as small as 400 sq. ft. and to isolated wetlands not connected to waters of the United States. This is more restrictive than federal regulations; in practice, however, the City has typically defaulted to USACE regulation as a measure of compliance with the more restrictive local wetland code. Bozeman's regulations for wetlands are also coordinated with our requirements for protecting watercourses. If a wetland is located within the required setback for a watercourse, then the setback is expanded to include the wetland area. It should also be noted, the City's regulations exclude artificially created wetlands related to irrigation and stormwater facilities. These facilities require periodic maintenance, which is likely to conflict with wetland protection requirements.

This project replaces Division 38.610.020 (Wetland Regulations) and Section 38.410.100 (Watercourse setback) within Chapter 38 of the Bozeman Municipal Code and amends the submittal requirements in [Section 38.220.130](#) [External Link, PDF] (Submittal materials for regulated activities in wetlands and watercourses) to reflect the change in federal regulation of wetlands resulting from the recent *Sackett* decision and per the expanded scope request of the City Commission. The project establishes a new section for Wetland and Watercourse Regulations within the Unified Development Code, in compliance with the requirements of the Clean Water Act and the Unified Development Code. The standards and procedures restrict certain construction and land alterations, require issuance of permits for construction and land alterations, and set necessary administrative procedures integrated with the City’s zoning development review procedures.

These regulations apply to any regulated activity that may impact wetlands and/or watercourses as defined in 38.700, known prior to or discovered through the development review process, and verified through a site-specific wetlands or watercourse boundary determination. These wetland regulations pertain to wetlands with a direct hydrologic connection to “waters of the U.S.” (those wetlands that connect to a federally regulated stream or river directly or via a series of watercourse, wetlands, or ditches), and also to isolated wetlands with no direct connection to a water of the U.S. and exhibit positive wetland indicators for all three wetland parameters defined in the most current version of the U.S. Army Corps of Engineers Wetland Delineation Manual of the U.S., applicable to the U.S. Army Corps of Engineers Omaha District.

This amendment is to the City’s zoning regulations regarding wetlands and watercourses. This zoning regulation also addresses related purposes of environmental protection, public safety, and other subdivision criteria. Subdivision review must demonstrate zoning compliance.

APPENDIX B – NOTICING AND PUBLIC COMMENT

Notice for text amendments must meet the standards of 38.220.410 & 420. Notice was published in the Bozeman Daily Chronicle as required and contained all required elements. Notice was provided at least 15 business days before the Zoning Commission and Planning Board public hearing, and not more than 45 days prior to the City Commission public hearing. Copies of the draft text were made available at the Bozeman Public Library, the Community Development Department, and through the City’s Engage Bozeman website. The City exceeded the required notice provision. Hearing dates are on the first page of this report.

As of the writing of this report no public comments have been received on the revised draft. All project related [public comments](#) [External Link] are archived and available for public review.

APPENDIX C – APPLICANT INFORMATION AND REVIEWING STAFF

Owner/Applicant: City of Bozeman, PO Box 1230, Bozeman, MT 59771

Representative: Department of Community Development, City of Bozeman, PO Box 1230,
Bozeman, MT 59771

Report By: Chris Saunders, Community Development Manager, Community Development
Department

FISCAL EFFECTS

No unusual fiscal effects have been identified. No presently budgeted funds will be changed by this Annexation or Zone Map Amendment.

ATTACHMENTS

Digital access to the full application (23309) and file of record is available at the Community Development Department at 20 E. Olive Street, Bozeman, MT 59715.

The Draft Wetland and Watercourse Regulations can be found on engage.bozeman.net/wetlands

Memorandum

REPORT TO: City Commission

FROM: Tom Rogers, Senior Planner
Chris Saunders, Community Development Manager
Erin George, Interim Director of Community Development

SUBJECT: An Ordinance Finally Adopting of the Gallatin Center Zone Map Amendment, Modifying Zoning from a combination of B-2 and B-P to B-2M, Community Commercial-Mixed District, on 67.709 Acres on Property Located on the northwest corner of North 19th Avenue and Baxter Lane, the Gallatin Center Zone Map Amendment, Application 24626

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Community Development - Legislative

RECOMMENDATION: Finally adopt Ordinance 2025 ____.

STRATEGIC PLAN: 4.2 High Quality Urban Approach: Continue to support high-quality planning, ranging from building design to neighborhood layouts, while pursuing urban approaches to issues such as multimodal transportation, infill, density, connected trails and parks, and walkable neighborhoods.

BACKGROUND: The owner, Gallatin Center Limited Partnership, P.O. Box 906, Bozeman, MT 59771, submitted application to rezone a property totaling 63.33 acres, plus adjacent right-of-way, from B-P and B-2 to B-2M (Community Commercial Mixed). The property is within the Gallatin Center Planned Unit Development (PUD) which includes businesses such as Target, WinCo Foods, Bob Ward's Sports, PetSmart, and Staples, among others. See Application Z-98192 for the original PUD. The area requesting rezoning is not within the developed area but to the south of Cattail Street and is undeveloped.

The subject property is a part of a minor subdivision originally platted in 1997 by the current owners, Gallatin Center Limited Partnership. No future development plans were submitted with the application. The primary purpose of the original PUD was to allow alternative street design standards, see Applications Z-98192 and Z-04033.

The property is not within the NCOD, a historic district, or a city recognized neighborhood. The underlying Future Land Use designation is Regional Commercial and Service. The existing B-P and B-2, as well as the proposed B-2M zoning are implementing districts of the Community Commercial Mixed-Use classification. The properties directly to the south and west are in the Urban Neighborhood designation. The properties to the east are Maker

Space Mixed-Use.

The property is bounded by a Principal Arterial to the east (19th Avenue), a Minor Arterial on the south (Baxter Lane), and Collectors on the west and north (27th Avenue/Thomas Drive and Cattail Street), according to the Bozeman Transportation Master Plan.

On June 3, 2024, the City Commission voted (4:0) to approve Application 24626 to change the zoning classification on 67.709 acres from B-2 and B-P to B-2M, Community Commercial-Mixed District subject to contingencies necessary for final adoption. The applicant has met all contingencies to finalize the documents necessary for the final approval steps.

The Commission provisionally adopted the implementing Ordinance on August 16, 2025.

UNRESOLVED ISSUES: There are no unresolved issues.

ALTERNATIVES: As determined by the Commission

FISCAL EFFECTS: No unusual fiscal effects have been identified. No presently budgeted funds will be changed by the Zone Map Amendment. Future development will incur costs and generate revenue according to standard City practices.

Attachments:

[24626 Gallatin Center Ordinance.pdf](#)
[001 ZMA Exhibit.pdf](#)

Report compiled on: August 20, 2025



ORDINANCE 2025 - ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA AMENDING THE CITY OF BOZEMAN ZONING MAP TO REZONE 67.709 ACRES FROM B-2 AND B-P TO B-2M, COMMUNITY COMMERCIAL MIXED DISTRICT, KNOWN AS THE GALLATIN CENTER ZONE MAP AMENDMENT, APPLICATION 24626.

WHEREAS, the City of Bozeman has adopted zoning regulations and a zoning map pursuant to Sections 76-2-301 and 76-2-302, M.C.A.; and

WHEREAS, Section 76-2-305, M.C.A. allows local governments to amend zoning maps if a public hearing is held and official notice is provided; and

WHEREAS, Section 76-2-307, M.C.A. states that the Zoning Commission must conduct a public hearing and submit a report to the City Commission for all zoning map amendment requests; and

WHEREAS, the City of Bozeman Zoning Commission has been created by Section 2.05.2700, BMC as provided for in Section 76-2-307, M.C.A.; and

WHEREAS, Chapter 38, Article 2 of the Bozeman Unified Development Code sets forth the procedures and review criteria for zoning map amendments; and

WHEREAS, the proposed zone map amendment application to amend the City of Bozeman Zoning Map to change zoning classification of B-2 (Community Commercial) and B-P (Business Park) to B-2M (Community Commercial Mixed) on 67.704 acres plus the adjacent right-of-way has been properly submitted, reviewed, and advertised; and

Ord 2025-____

Page 1 of 6

WHEREAS, after proper notice, the Bozeman Community Development Board acting in their capacity as the Zoning Commission held a public hearing on June 16, 2025, to receive and review all written and oral testimony on the request for a zone map amendment; and

WHEREAS, the Bozeman Zoning Commission recommended the Bozeman City Commission that application No. 24626 the Gallatin Center Zone Map Amendment, be approved as requested by the applicant; and

WHEREAS, after proper notice, the City Commission held its public hearing on July 1, 2025, to receive and review all written and oral testimony on the request for the zone map amendment; and

WHEREAS, the City Commission has reviewed and considered the zone map amendment criteria established in Section 76-2-304, M.C.A., and found that the proposed zone map amendment would be in compliance with the criteria.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA:

Section 1

Legislative Findings

The City Commission hereby makes the following findings in support of adoption of this Ordinance:

1. The City adopted a growth policy, the Bozeman Community Plan 2020, by Resolution 5133 to establish policies for development of the community including zoning;
2. The Bozeman Community Plan 2020, Chapter 5, sets forth the policies by which the City reviews and applies the criteria for amendment of zoning established in 76-3-304, MCA;
3. Zoning, including amendments to the zoning map, must be in accordance with an adopted growth policy;
4. A staff report analyzing the required criteria for a zone map amendment, including accordance to the Bozeman Community Plan 2020, has found that the required criteria are satisfied;

5. The two required public hearings were advertised as required in state law and municipal code and all persons have had opportunity to review the materials applicable to the application and provide comment prior to a decision;
6. The Bozeman Zoning Commission has been established as required in state law and conducted their required public hearing; and after consideration of application materials, staff analysis and report, and all submitted public comment recommended approval of the application.
7. The City Commission conducted a public hearing to provide all interested parties the opportunity to provide evidence and testimony regarding the proposed amendment prior to the City Commission acting on the application.
8. The City Commission considered the application materials, staff analysis and report, Zoning Commission recommendation, all submitted public comment, and all other relevant information.
9. The City Commission determines that, as set forth in the staff report and incorporating the staff findings as part of their decision, the required criteria for approval of the Gallatin Center Zone Map Amendment have been satisfied.

Section 2

That the zoning district designation of the following-described property is hereby designated as B-2M, Community Commercial Mixed:

A tract of land being the remainder of Lot 3 of Minor Subdivision 210, located in the SE1/4 of Section 35, Township 1 South, Range 5 East, P.M.M., Gallatin County, Montana, and being more particularly described as follows:

Beginning at the northwest corner of said tract, being the point of intersection of the south right-of-way of Cattail Street and the north-south mid-section line of said Section 35, thence along the south right-of-way of Cattail Street, the following four (4) courses: N.89°39'45"E. for 393.06 feet; thence along a curve to the left having a Radius of 336.99 feet, a Delta Angle of 11°16'48", a Chord Bearing of N.84°01'20"E., a Chord Distance of 66.24 feet, for a Curve Length of 66.34 feet; thence N.78°39'08"E. for 178.08 feet; thence along a curve to the right having a Radius of 255.00 feet, a Delta Angle of 03°49'19", a Chord Bearing of N.80°33'48"E., a Chord Distance of 17.01 feet, for a Curve Length of 17.01 feet to the northwest corner of

the Common Area lot of Gallatin Center Subdivision Phase 4, Plat J-423; thence along the west boundary of said Common Area lot, S.00°05'43"E. for 208.33 feet; thence along the south boundary of said Common Area lot, S.89°41'12"E. for 61.59 feet to the northwest corner of Lot 6, Block 1, of the Opportunity Subdivision, Plat J-631; thence along the west boundary of said Lot 6, S.00°19'54"W. for 199.52 feet to a point of intersection with the west right-of-way of Max Avenue; thence along said right-of-way, S.00°19'54"W. for 740.96 feet; thence S.89°39'55"E. for 942.18 feet to the west right-of-way of North 19th Avenue; thence along said right-of-way the following six (6) courses: S.00°14'43"W. for 60.02 feet; thence S.00°16'58"W. for 803.62 feet; thence S.06°05'34"E. for 153.28 feet; thence along a non-tangent curve to the left from which the Radius Point bears N.88°27'15"E., said curve having a Radius of 1969.86 feet, a Delta Angle of 04°56'51", a Chord Bearing of S.04°01'11"E., a Chord Distance of 170.05 feet, for a Curve Length of 170.10 feet; thence N.72°16'04"W. for 17.74 feet; thence S.00°18'48"E. for 263.36 feet to the north right-of-way of Baxter Lane; thence along said right-of-way S.89°41'45"W. for 398.58 feet to the east boundary of Tract C-1B, Certificate of Survey No. 1979; thence along said boundary the following three (3) courses: N.00°18'15"W. for 535.00 feet to the northeast corner of said Tract C-1B; thence S.89°41'45"W. for 450.00 feet to the northwest corner of said tract C-1B; thence S.00°18'15"E. for 535.00 feet to the north right of way of Baxter Lane; thence along said right-of-way S.89°41'44"W. for 819.57 feet; thence N.00°14'19"E. for 2560.09 feet, to the true Point of Beginning.

Said tract contains 67.709 acres along with and subject to any easements of record or implied. All as depicted on the Gallatin Center Zone Map.

Section 3

Repealer.

All provisions of the ordinances of the City of Bozeman in conflict with the provisions of this ordinance are, and the same are hereby, repealed and all other provisions of the ordinances of the City of Bozeman not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4

Savings Provision.

This ordinance does not affect the rights and duties that matured, penalties that were incurred or proceedings that were begun before the effective date of this ordinance. All other

provisions of the Bozeman Municipal Code not amended by this Ordinance shall remain in full force and effect.

Section 5

Severability.

That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof, other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Bozeman Municipal Code as a whole.

Section 6

Codification.

This Ordinance shall not be codified but shall be kept by the City Clerk and entered into a disposition list in numerical order with all other ordinances of the City and shall be organized in a category entitled “Zone Map Amendments.”

Section 7

Effective Date.

This ordinance shall be in full force and effect thirty (30) days after final adoption.

PROVISIONALLY ADOPTED by the City Commission of the City of Bozeman, Montana, on first reading at a regular session held on the ____th day of _____, 2025.

TERENCE CUNNINGHAM

Mayor

ATTEST:

MIKE MAAS

City Clerk

FINALLY PASSED, ADOPTED AND APPROVED by the City Commission of the City of Bozeman, Montana on second reading at a regular session thereof held on the ____ of _____, 2025. The effective date of this ordinance is _____, ____, 2025.

TERENCE CUNNINGHAM

Mayor

ATTEST:

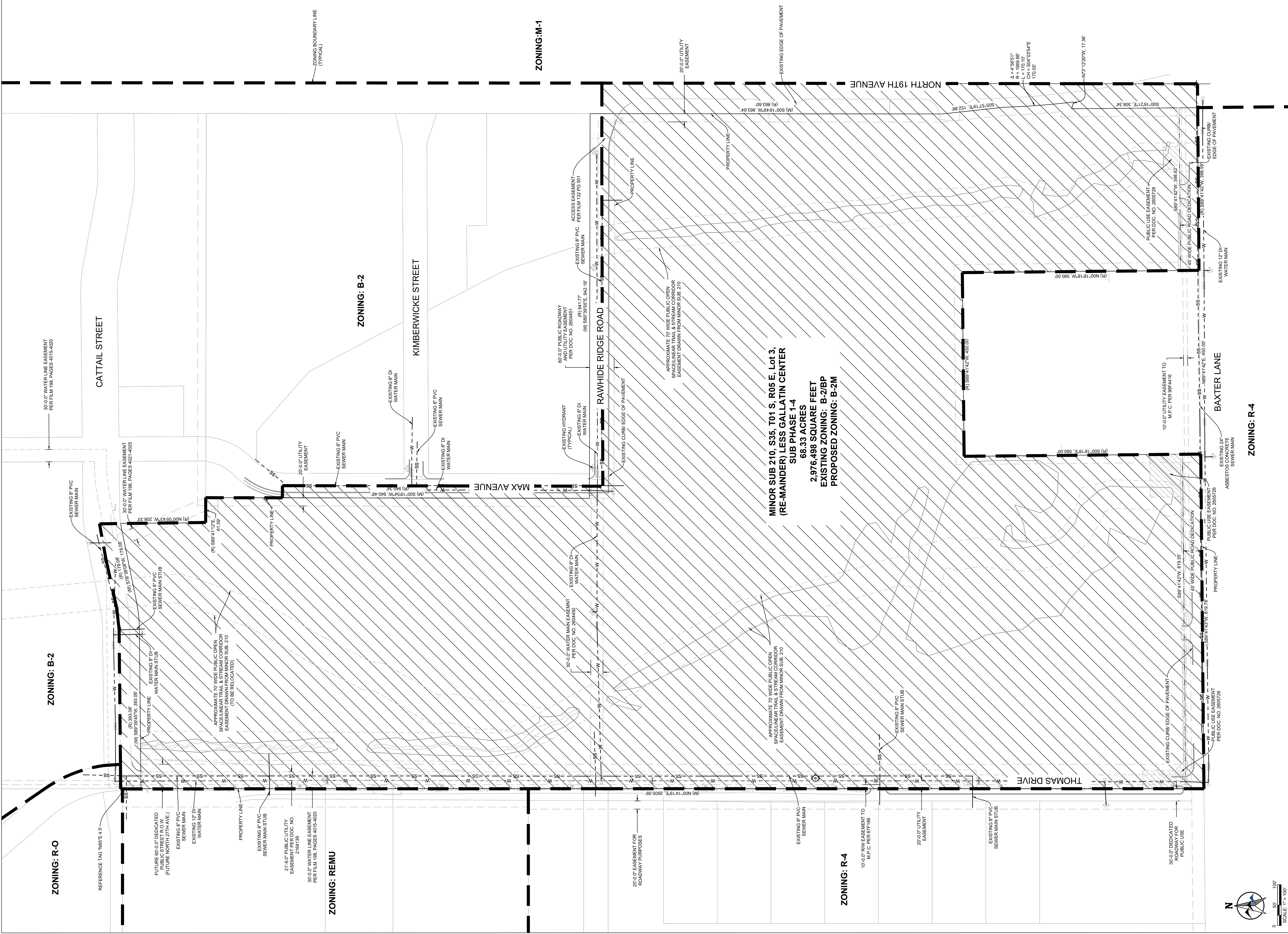
MIKE MAAS

City Clerk

APPROVED AS TO FORM:

GREG SULLIVAN

City Attorney



GALLATIN CENTER LIMITED PARTNERSHIP GALLATIN CENTER PHASE 5 ZMA EXHIBIT BOZEMAN, MT				PREPARED BY  895 TECHNOLOGY BLVD., SUITE 203 BOZEMAN, MT 59718 (406) 586-0262 www.wwcengineering.com			
DESIGNED BY: CGB				NO.			
DRAWN BY: JRH				1.			
CHECKED BY: EWR/CGB				REVISION			
DATE: DECEMBER 2024				REVISED PER CITY REVIEW			
SHEET				BY			
1				JRH			
				DATE			
				02/20/25			
PROJECT NO. 2024381							

Memorandum

REPORT TO: City Commission

FROM: Brit Fontenot, Economic Development Director

SUBJECT: Second Reading of an Ordinance of the City Commission of the City of Bozeman, Montana, Repealing Chapter 2, Article 5, Division 10 of the Bozeman Municipal Code.

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Ordinance

RECOMMENDATION: Approve the proposed ordinance on second reading. If passed on second reading, the proposed ordinance's effective date is October 23, 2025.

STRATEGIC PLAN: 1.2 Community Engagement: Broaden and deepen engagement of the community in city government, innovating methods for inviting input from the community and stakeholders.

BACKGROUND: On September 9, 2025, at its regularly scheduled City Commission meeting, a unanimous City Commission provisionally adopted the proposed ordinance. The second reading of the proposed ordinance is scheduled for the Commission consent agenda, and if passed, it has an October 23, 2025, effective date.

The purpose of this proposed ordinance is to repeal Chapter 2, Article 5, Division 10 of the Bozeman Municipal Code, which currently governs Urban Renewal, Tax Increment, and Economic Development District Boards. This action proposed is in response to legislative changes enacted by the 69th Montana Legislature through Senate Bill 3, which now requires urban renewal districts employing tax increment financing (TIF) mechanisms to create advisory boards. By removing the outdated provisions from the municipal code, the City of Bozeman ensures compliance with state law while avoiding duplicative or conflicting requirements. The original provisions, established through Ordinance 1861 in 2013 and later amended by Ordinance 2144, provided the City Commission with authority to create advisory boards for urban renewal and TIF district administration. While these provisions served an important function at the time, the new state mandate renders them unnecessary. Repealing this section of the code allows the City to streamline its governance framework and maintain consistency with Montana statutes while preserving the flexibility for the Commission to establish advisory boards as required. In addition to aligning with state law, this repeal advances the City's commitment to operating as a high-performance organization, as outlined in the Bozeman Strategic Plan. By removing duplicative or outdated code provisions, the City can reduce

administrative inefficiencies, clarify governance responsibilities, and promote transparency in the administration of urban renewal and TIF projects. The repeal does not eliminate the City's ability to pursue urban renewal or economic development initiatives but ensures that these efforts are managed under a clear and legally sound structure. The repeal will take effect thirty (30) days following final adoption, ensuring a smooth transition. Adoption of this ordinance demonstrates the City Commission's proactive approach to governance, legal compliance, and alignment with best practices for managing urban renewal and economic development initiatives.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As determined by the Bozeman City Commission.

FISCAL EFFECTS: Undetermined at this time.

Attachments:

[250818_Ordinance_TIF_Board_9-9-25_FINAL.pdf](#)

Report compiled on: September 15, 2025



ORDINANCE XXXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, REPEALING CHAPTER 2, ARTICLE 5, DIVISION 10 OF THE BOZEMAN MUNICIPAL CODE

WHEREAS, the City of Bozeman (the “City”) is authorized by the City Charter [Article II, Section IV](#) to create boards, commissions, or committees as determined necessary; and

WHEREAS, Montana law [Title 7, Chapter 15, Part 42](#) authorizes a municipality to exercise urban renewal powers for redevelopment and rehabilitation through urban renewal plans and projects; and

WHEREAS, urban renewal plans and projects provide for the sound growth of the city or its environs, provide economic and social stability, and promote public health, safety and welfare and otherwise execute the purposes of Title 7, Chapter 15, Part 42 and 43 of the Montana Code Annotated (MCA); and

WHEREAS, Ordinance [1861](#), adopted by the Bozeman City Commission in 2013, provided authority for the Bozeman City Commission to create by resolution advisory boards for the implementation and administration of the city’s several urban renewal, tax increment financing, and other districts; and

WHEREAS, [Ordinance 2144](#) amended Sections 2.051810, 2.051830, 2.051840, 2.051850, and 2.051860 to more effectively advise the City Commission and engage the public; and

WHEREAS, the 69th Montana Legislature passed Senate Bill 3 requiring urban renewal districts employing a tax increment financing mechanism to create an advisory board; and

WHEREAS, the City of Bozeman [Strategic Plan 7.3, High Performance Organization](#) directs staff to utilize best practices when operating as an ethical high performance organization; and

WHEREAS, amending the Code is necessary for efficient administration and governance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA:

Section 1

Chapter 2, Article 5, Division 10, entitled *Urban Renewal, Tax Increment, and Economic Development District Boards* is repealed in its entirety and reserved.

Section 2

Repealer.

All provisions of the ordinances of the City of Bozeman in conflict with the provisions of this ordinance are, and the same are hereby, repealed and all other provisions of the ordinances of the City of Bozeman not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 3

Savings Provision.

This ordinance does not affect the rights and duties that matured, penalties that were incurred or proceedings that were begun before the effective date of this ordinance. All other provisions of the Bozeman Municipal Code not amended by this Ordinance shall remain in full force and effect.

Section 4

Severability.

That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof, other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Bozeman Municipal Code as a whole.

Section 5

Codification.

This Ordinance shall not be codified but shall be kept by the City Clerk and entered into a disposition list in numerical order with all other ordinances of the City.

Section 6

Effective Date.

This ordinance shall be in full force and effect thirty (30) days after final adoption.

PROVISIONALLY ADOPTED by the City Commission of the City of Bozeman, Montana, on first reading at a regular session held on the 9th day of September, 2025.

TERRY CUNNINGHAM

Mayor

ATTEST:

MIKE MAAS

City Clerk

FINALLY PASSED, ADOPTED AND APPROVED by the City Commission of the City of Bozeman, Montana on second reading at a regular session thereof held on the ____ of _____, 20___. The effective date of this ordinance is _____, 20___.

TERRY CUNNINGHAM

Mayor

ATTEST:

MIKE MAAS

City Clerk

APPROVED AS TO FORM:

GREG SULLIVAN

City Attorney

Memorandum

REPORT TO: City Commission

FROM: Zachary Moon, Associate Planner
Chris Saunders, Community Development Manager
Rebecca Harbage, Deputy Director of Community Development
Erin George, Director of Community Development

SUBJECT: An Ordinance, Final Adoption, Establishing a Zoning Designation of R-4, Residential High-Density District, in Association with the Annexation of 10 Acres, the 5532 Fowler Lane Annexation, Application 24492

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Ordinance

RECOMMENDATION: Final Adoption of Ordinance 2025-XX

STRATEGIC PLAN: 4.2 High Quality Urban Approach: Continue to support high-quality planning, ranging from building design to neighborhood layouts, while pursuing urban approaches to issues such as multimodal transportation, infill, density, connected trails and parks, and walkable neighborhoods.

BACKGROUND: The Commission approved Application 24492 on April 8, 2025, to annex 10 acres and establish an initial zoning designation of R-4, Residential High-Density District, subject to terms of annexation and contingencies for zoning. A signed annexation agreement was received on July 30, 2025.

The Commission voted (4:1) to approve the annexation, Commissioner Madgic dissenting. The Commission voted (4:1) to approve the associated initial zoning of R-4, Commissioner Madgic dissenting. The Resolution annexing the property was adopted on September 9th, 2025 and the Ordinance was provisionally adopted the same day.

The property is located just north of Blackwood Road along Fowler Lane. The application received public comment. The applicants are requesting initial zoning of R-4.

The proposed annexation would bring in additional right of way to build out sections of Fowler Lane, and upon future development additional internal local street network.

The property has an existing residence with associated outbuildings. No city services exist on the parcel. Nearby municipal zoning includes R-4 along the northern property line and R-3 on the east property line. The remaining area is bordered by un-annexed property zoned A-S in the Gallatin County

Bozeman Area Zoning District. The subject property is within the urban planning and municipal service area for the City.

UNRESOLVED ISSUES: There are no issues with this Ordinance.

ALTERNATIVES: As determined by the Commission.

FISCAL EFFECTS: No unusual fiscal effects have been identified. No presently budgeted funds will be changed by this Annexation or Zone Map Amendment. Future development will incur costs and generate review according to standard City practices.

Attachments:

[24492 5532 Fowler Lane Ord.docx](#)

[5532 Fowler Lane ZMA MAP.pdf](#)

Report compiled on: September 16, 2025



ORDINANCE 2025 - _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA AMENDING THE CITY OF BOZEMAN ZONING MAP TO INITIALLY DESIGNATE 10.156 ACRES AS R-4, RESIDENTIAL HIGH-DENSITY DISTRICT, KNOWN AS THE 5532 FOWLER LANE ZONE MAP AMENDMENT, APPLICATION 24492.

WHEREAS, the City of Bozeman has adopted zoning regulations and a zoning map pursuant to Sections 76-2-301 and 76-2-302, M.C.A.; and

WHEREAS, Section 76-2-305, M.C.A. allows local governments to amend zoning maps if a public hearing is held and official notice is provided; and

WHEREAS, Section 76-2-307, M.C.A. states that the Zoning Commission must conduct a public hearing and submit a report to the City Commission for all zoning map amendment requests; and

WHEREAS, the City of Bozeman Zoning Commission has been created by Section 2.05.2700, BMC as provided for in Section 76-2-307, M.C.A.; and

WHEREAS, Chapter 38, Article 2 of the Bozeman Unified Development Code sets forth the procedures and review criteria for zoning map amendments; and

WHEREAS, the proposed zone map amendment application to amend the City of Bozeman Zoning Map to establish a zoning classification of R-4 (Residential High Density) on 10.156 acres plus the adjacent right-of-way respectively has been properly submitted, reviewed, and advertised; and

WHEREAS, after proper notice, the Bozeman Community Development Board acting in their capacity as the Zoning Commission held a public hearing on March 17,

2025, to receive and review all written and oral testimony on the request for a zone map amendment; and

WHEREAS, the Bozeman Zoning Commission recommended the Bozeman City Commission that application No. 24492 the 5532 Fowler Lane Zone Map Amendment, be approved as requested by the applicant; and

WHEREAS, after proper notice, the City Commission held its public hearing on April 8, 2025, to receive and review all written and oral testimony on the request for the zone map amendment; and

WHEREAS, the City Commission has reviewed and considered the zone map amendment criteria established in Section 76-2-304, M.C.A., and found that the proposed zone map amendment would be in compliance with the criteria.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA:

Section 1

Legislative Findings

The City Commission hereby makes the following findings in support of adoption of this Ordinance:

1. The City adopted a growth policy, the Bozeman Community Plan 2020, by Resolution 5133 to establish policies for development of the community including zoning;
2. The Bozeman Community Plan 2020, Chapter 5, sets forth the policies by which the City reviews and applies the criteria for amendment of zoning established in 76-3-304, MCA;
3. Zoning, including amendments to the zoning map, must be in accordance with an adopted growth policy;
4. A staff report analyzing the required criteria for a zone map amendment, including accordance to the Bozeman Community Plan 2020, has found that the required criteria are satisfied;
5. The two required public hearings were advertised as required in state law and municipal code and all persons have had opportunity to review the materials

applicable to the application and provide comment prior to a decision;

6. The Bozeman Zoning Commission has been established as required in state law and conducted their required public hearing; and after consideration of application materials, staff analysis and report, and all submitted public comment recommended approval of the application.
7. The City Commission conducted a public hearing to provide all interested parties the opportunity to provide evidence and testimony regarding the proposed amendment prior to the City Commission acting on the application.
8. The City Commission considered the application materials, staff analysis and report, Zoning Commission recommendation, all submitted public comment, and all other relevant information.
9. The City Commission determines that, as set forth in the staff report and incorporating the staff findings as part of their decision, the required criteria for approval of the 5532 Fowler Lane Zone Map Amendment have been satisfied.

Section 2

That the zoning district designation of the following-described property is hereby designated as R-4, Residential High-Density District:

An area of land comprised described as follows:

A tract of land being the North Half of the South Half of the Southwest Quarter of the Southwest Quarter of Section 23 as well as the 30' strip of contiguous County Road Right of Way lying westerly of said tract,
all in Township 2 South, Range 5 East, P.M.M., Gallatin County, Montana, more particularly described as follows:

BEGINNING at a calculated position on the Section line common to Sections 22 & 23 being the Southwest corner of said Tract from which a 5/8" Rebar, the Section corner common to Sections 22,23,26,27 bears South 00°05' 51" East a distance of 332.52 feet;

thence South 89° 53' 16" West a distance of 30.00 feet to a calculated position on the west line of the Fowler Ln. Right of Way

thence North 00° 05' 51" West along said Right of Way Line a distance of 332.49 feet to a calculated position;

thence leaving said Right of Way Line North 89° 52' 12" East a distance of 1360.14 feet to a Calculated Position;

thence South 00° 01' 54" West a distance of 332.91 feet to an "RW Allen" Aluminum Cap;

thence South 89° 53' 16" West a distance of 1329.39 feet to the Point of Beginning,

containing 10.385 acres more or less.

SUBJECT to all easements of record or apparent from visual inspection of the property.

Section 3

Repealer.

All provisions of the ordinances of the City of Bozeman in conflict with the provisions of this ordinance are, and the same are hereby, repealed and all other provisions of the ordinances of the City of Bozeman not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4

Savings Provision.

This ordinance does not affect the rights and duties that matured, penalties that were incurred or proceedings that were begun before the effective date of this ordinance. All other provisions of the Bozeman Municipal Code not amended by this Ordinance shall remain in full force and effect.

Section 5

Severability.

That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof, other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Bozeman Municipal Code as a whole.

Section 6

Codification.

This Ordinance shall not be codified but shall be kept by the City Clerk and entered into a disposition list in numerical order with all other ordinances of the City and shall be organized in a category entitled "Zone Map Amendments."

Section 7

Effective Date.

This ordinance shall be in full force and effect thirty (30) days after final adoption.

PROVISIONALLY ADOPTED by the City Commission of the City of Bozeman, Montana, on first reading at a regular session held on the ____th day of _____, 2025.

TERENCE CUNNINGHAM
Mayor

ATTEST:

MIKE MAAS
City Clerk

FINALLY PASSED, ADOPTED AND APPROVED by the City Commission of the City of Bozeman, Montana on second reading at a regular session thereof held on the ____ of _____, 2025. The effective date of this ordinance is _____, _____, 2025.

TERENCE CUNNINGHAM
Mayor

ATTEST:

MIKE MAAS
City Clerk

APPROVED AS TO FORM:

GREG SULLIVAN
City Attorney

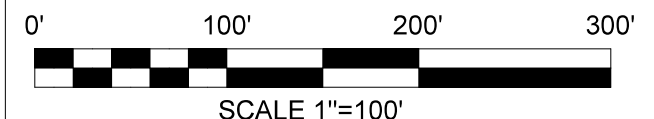
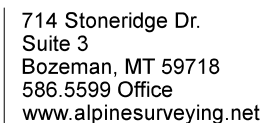
THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23,
TOWNSHIP 02 SOUTH, RANGE 05 EAST, P.M.M., LAND DESCRIBED IN DEED DOC# 2521215
GALLATIN COUNTY, MONTANA

A tract of land being the North Half of the South Half of the Southwest Quarter of the Southwest Quarter of Section 23 as well as the 30' strip of contiguous County Road Right of Way lying westerly of said tract, all in Township 2 South, Range 5 East, P.M.M., Gallatin County, Montana, more particularly described as follows:

SUBJECT to all easements of record or apparent from visual inspection of the property.



DRAWN BY:	GLL
DATE:	05/20/2025
PROJECT NO.	749-01
FILE NAME:	ZMA



SHEET
1 OF 1

Memorandum

REPORT TO: City Commission

FROM: Chris Saunders, Community Development Manager
Erin George, Community Development Director

SUBJECT: Special Presentation on the Release of the Unified Development Code Update and Upcoming Public Review Process

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Community Development - Legislative

RECOMMENDATION: Receive information.

STRATEGIC PLAN: 4.2 High Quality Urban Approach: Continue to support high-quality planning, ranging from building design to neighborhood layouts, while pursuing urban approaches to issues such as multimodal transportation, infill, density, connected trails and parks, and walkable neighborhoods.

BACKGROUND: The City released the updated draft of Chapter 38, Unified Development Code, for public review on Sept 20th. This updated draft text and map were updated based on months of public input, five City Commission worksessions, and changed state laws.

The City began the code update process in 2022. A website, [Engage Bozeman](#) [external link] contains public input results, information on the project, and materials from public meetings and engagement throughout the project; as well as the updated draft and map.

The new draft text and map are available for public review. Summaries of changes from the prior draft text and map are included on the website.

This presentation will show where to find the new materials, go over some highlights of the changes, and outline the upcoming review process.

UNRESOLVED ISSUES: None, no decision required with this item.

ALTERNATIVES: None, no decision required with this item.

FISCAL EFFECTS: All funds for this project were previously budgeted.

Report compiled on: September 9, 2025

Memorandum

REPORT TO: City Commission

FROM: David Fine, Economic Development Manager for Housing

SUBJECT: Economic and Planning Systems Analysis of the Feasibility of the Affordability Requirements of the Water Adequacy for Residential Development (WARD) Ballot Initiative

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Plan/Report/Study

RECOMMENDATION: None.

STRATEGIC PLAN: 4.5 Housing and Transportation Choices: Vigorously encourage, through a wide variety of actions, the development of sustainable and lasting housing options for underserved individuals and families and improve mobility options that accommodate all travel modes.

BACKGROUND: The City asked a neutral third party real estate economics firm, Economic and Planning Systems, Inc., to conduct a study of the feasibility of the affordable housing requirements in the Water Adequacy for Residential Development (WARD) ballot initiative. Brian Duffany, a principal at EPS, will deliver their findings.

UNRESOLVED ISSUES: None.

ALTERNATIVES: Not applicable.

FISCAL EFFECTS: None at this time.

Attachments:

[233073-Water Ballot Initiative Slidedeck 9-16-25.pdf](#)

Report compiled on: September 11, 2025

FEASIBILITY OF WATER REQUIREMENTS BALLOT INITIATIVE

September 16, 2025



**Economic & Planning
Systems, Inc.**
The Economics of Land Use

1600 Stout Street, Suite 1850 • Denver, CO 80202
303.623.3557 • www.epsys.com

WATER BALLOT INITIATIVE

Development of three or more residential dwelling units shall only be allowed to issue a payment to the city of cash-in-lieu of water rights if the development contains 33% or more of affordable dwelling units restricted by deed for 99 years or as long as the law allows at 120% or less of area median income (AMI) for sale or at 60% or less of AMI for rent. The affordable dwelling units must be of the same quality and size as those sold or rented at market rate. The affordable dwelling units must be evenly distributed among and within all buildings and floors in any such development as applicable. The city shall allocate the affordable dwelling units for sale and for rent by random lottery.

WHAT DOES THIS MEAN FOR DEVELOPMENT?

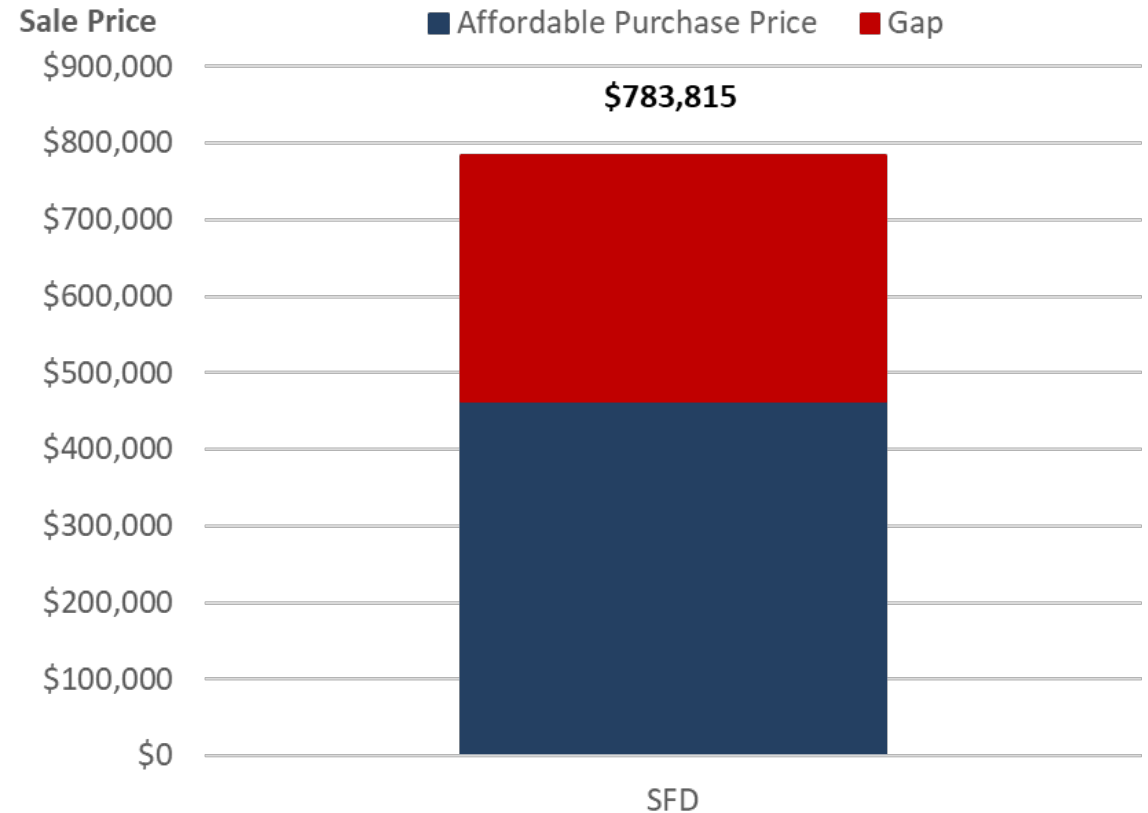
- Feasibility
 - Less development revenue generated by for-sale and rental housing with an affordability requirement
 - Cost to build stays about the same
- Development will need to purchase water rights if they do not meet the affordability requirements
 - Water is not sold in a “retail” market
 - Difficult lengthy process to purchase water rights for municipal use
- The cost of development in Bozeman will likely increase
- The supply of housing in Bozeman will likely not keep up with demand
- Due to the laws of supply and demand, the cost of existing housing may also increase, reducing affordability for everyone

TESTING THE IMPACTS

- Premise
 - A development project needs to generate enough profit/return to happen
 - Builders and developers need to earn a profit like any other business
- What is a real estate proforma analysis?
 - Estimates development costs and revenues
 - Calculates profit margins and rates of returns
 - Planning tool to determine if a project will be feasible and worth doing
- If housing development is not profitable (feasible), it will not occur

FOR-SALE AFFORDABILITY GAP

- Difference between cost to build and affordable purchase price at 120% of AMI
- Single-Unit Detached Home
 - Cost to build: \$783,815 (1,500 sq. ft.)
 - 120% Area Median Income (AMI) purchase price: \$462,632
 - Affordability gap: \$321,183
- Ballot measure does not propose any means of closing this gap



SINGLE UNIT DETACHED SCENARIO

- Assume a 30-unit project
- Scenarios
 - Baseline: 30 homes, all market rate
 - Proposed: 10 affordable homes (33%), 20 market rate homes
- Home prices
 - Market rate: \$783,815
 - Affordable 120% AMI: \$462,632
- The weighted average price per home is \$107,000 less in the affordable scenario

Description	Baseline Scenario	Proposed Initiative
	All Market Rate	33% Affordable
Market Rate Homes		
Units	30	20
Sale Price	\$783,815	\$783,815
Revenue	\$23,514,451	\$15,676,301
Affordable Homes		
Units	0	10
Sale Price	\$462,632	\$462,632
Revenue	\$0	\$4,626,316
Total Sales Revenue	\$23,514,451	\$20,302,616
Weighted Average Price per Home	\$783,815	\$676,754

Source: Economic & Planning Systems

SINGLE UNIT DETACHED PROFIT MARGIN

- Profit = revenue minus cost
- Baseline scenario (no affordability requirement)
 - 10% profit or ~\$78,000 per home
 - Total profit of \$2.35 million on 30 market rate units
- 33% affordability requirement
 - **Negative 3.7% profit**
 - **Loss of ~\$25,000 per home**
 - Total loss of ~\$750,000 on 20 market rate and 10 affordable units

Description	SFD Baseline	SFD 33% Set Aside
Profit Margin per Unit		
Sale Revenues	\$783,815	\$676,754
Land cost	-\$150,000	-\$150,000
Construction costs	-\$528,000	-\$528,000
Cost of sale	<u>-\$27,434</u>	<u>-\$23,686</u>
Profit/Loss	\$78,382	-\$24,933
Profit Margin	10.0%	-3.7%
Total Units	30	30
Total Profit/Loss	\$2,351,445	-\$747,975

Source: Economic & Planning Systems

MULTIFAMILY RENT REVENUE

- Rents
 - Market rent ~\$2,100/month for a 2 bedroom
 - 60% AMI affordable rent: \$1,606/month for a 2 bedroom
- Affordable Scenario brings in \$177,840 less revenue annually
- Net Operating Income (NOI) is derived from this after accounting for operating expenses

Description	Baseline	33% Set Aside	Difference
Market Rate Rent	\$2,100	\$2,100	
Market Rate Units	90	60	
Market Rate Rental Income	\$2,268,000	\$1,512,000	
Affordable Unit Rent	\$1,606	\$1,606	
Affordable Units	0	30	
Affordable Unit Income	\$0	\$578,160	
Total Rental Income	\$2,268,000	\$2,090,160	-\$177,840

Source: Economic & Planning Systems

MULTIFAMILY FEASIBILITY COMPARISON

- The ratio of Net Operating Income to costs needs to be about 6.5% to 7.0%
 - This is the yield-on-cost (YOC) hurdle rate
- Development Costs are the same for both scenarios: **\$26.8 million**
- The feasible development cost is NOI divided by the YOC rate
- The NOI is lower in the affordable scenario due to less rental income
 - This results in a lower feasible development cost in an already challenging market
 - **Neither project is feasible in the current market**

Description	Baseline	33% Set Aside	Difference
Total Development Costs	\$26,820,000	\$26,820,000	\$0
Net Operating Income	\$1,344,600	\$1,175,652	-\$168,948
Yield on Cost Target	6.5%	6.5%	--
Feasible Development Cost	\$20,686,154	\$18,086,954	-\$2,599,200
Value/Profit or Gap	-\$6,133,846	-\$8,733,046	-\$2,599,200
per Unit	-\$68,154	-\$97,034	-\$28,880

Source: Economic & Planning Systems

MULTIFAMILY VALUE/PROFIT OR GAP

- Baseline (market rate) project has a development feasibility gap of \$6.1 million: **not feasible in today's market**
- High costs and high interest rates are making feasibility challenging in many areas of the U.S.
- **33% Set Aside project is even less feasible with a gap of \$8.7 million**
 - Almost \$100,000 per unit
 - \$2.6 million difference from baseline
- The ballot measure does not provide any means for closing this gap

Description	Baseline	33% Set Aside	Difference
Yield on Cost Target	6.5%	6.5%	
Actual Yield on Cost	5.0%	4.4%	
Value/Profit or Gap	-\$6,133,846	-\$8,733,046	-\$2,599,200
per Unit	-\$68,154	-\$97,034	-\$28,880

Source: Economic & Planning Systems

FINDINGS

- For-Sale Residential

- A 33% set aside requirement for SFD would make most development infeasible
- All else equal, the sale price of a market rate single unit home would need to be just around \$950,000 to cover the loss and hit 10% profit

- Multifamily

- Development is already challenging in current market
- High interest rates requires higher rates of return (the YOC hurdle rate)
- Construction costs have continued to increase since the pandemic
- A 33% set aside requirement makes most multifamily development even more infeasible

MAIN TAKEAWAYS

- It is unrealistic for most development to bring its own water, which would then trigger the 33% affordability requirement
- Affordable housing typically needs free or heavily discounted land, and other incentives to be feasible
- The proposed ballot measure is likely to restrict the housing market's ability to keep up with labor force demand
- The proposed measure creates an additional cost hurdle in an already challenging development market

TECHNICAL APPENDIX

2025 BOZEMAN INCOME LIMITS

- HUD sets Income Limits by AMI for For-Sale products annually
 - At 120% AMI, 1-person income limit is \$100,000 in Bozeman
 - For a 2-person household, it is \$114,400
- The Water Ballot Initiative sets the AMI at 120% for for-sale housing and 60% for rental housing
 - The rental analysis uses maximum rent in place of maximum income
 - For-Sale affordability is determined using 120% AMI for a 2.5-person household to approximate an average household size

Description	1 person	2 person	3 person	4 person
AMI HUD Income Limits				
30%	\$25,000	\$28,600	\$32,150	\$35,700
40%	\$33,300	\$38,100	\$42,800	\$47,600
50%	\$41,650	\$47,600	\$53,550	\$59,500
60% - Rent Limit	\$49,980	\$57,120	\$64,260	\$71,400
70%	\$58,300	\$66,700	\$75,000	\$83,300
80%	\$66,650	\$76,200	\$85,700	\$95,200
90%	\$75,000	\$85,800	\$96,400	\$107,100
100%	\$83,300	\$95,300	\$107,100	\$119,000
120% - For Sale Limit	\$100,000	\$114,400	\$128,500	\$142,800
130%	\$108,300	\$123,900	\$139,200	\$154,700
140%	\$116,600	\$133,400	\$149,900	\$166,600
150%	\$125,000	\$143,000	\$160,700	\$178,500
200%	\$166,600	\$190,600	\$214,200	\$238,000

Source: State of Montana; Economic & Planning Systems

2025 BOZEMAN AFFORDABLE RENT LIMITS

- Defined by HUD
- Rental scenario uses the 60% AMI Rent Limit for a 2-bed unit
- In 2025, the limit is \$1,606 per month rent in Bozeman
- Rent Limits are updated annually using an inflationary factor that has led to rents and income definitions increasing faster than actual incomes and wages

Description	Studio	1-bed	2-bed	3-bed	4-bed
AMI HUD Rent Limits					
50%	\$1,041	\$1,115	\$1,338	\$1,547	\$1,726
60% - Rent Limit	\$1,249	\$1,338	\$1,606	\$1,857	\$2,071
65%	\$1,334	\$1,431	\$1,719	\$1,977	\$2,186
100%	\$1,448	\$1,626	\$2,087	\$2,924	\$3,453

Source: State of Montana; Economic & Planning Systems

SINGLE UNIT DETACHED AFFORDABLE PRICE

- Affordable SFD Home Price for a 2.5-person household earning 120% of AMI is \$462,632
- Estimated Sale Price for a new 1,500 sq. ft. SFD is \$783,815
- Affordability Gap of \$321,183

		120% AMI
Household Income Monthly Housing Cost at 30%	Household Size 2.5-Person	\$121,450 \$3,036
Affordable Monthly Payment		
Less: Insurance	\$2,500 / Year	-\$208
Less: Property Taxes	0.93% ass't rate 158.170 mills	-\$50
Affordable Mortgage Payment (Monthly)		\$2,778
Valuation Assumptions		
Loan Amount		\$439,500
Mortgage Interest Rate	6.5%	6.5% int.
Loan Term	30-year term	30-year term
Down payment as % of Purchase Price	5.0% down pmt	5.0%
Down payment amount		\$23,132
Single Family Detached Affordability Gap		
Estimated Sale Price for Single Family Detached (2025)	\$783,815	\$783,815
Maximum Affordable Purchase Price		-\$462,632
Gap		\$321,183

Source: City of Bozeman; Economic & Planning Systems

FOR-SALE DEVELOPMENT COSTS

- Single Unit Detached
 - Estimated Home Price: \$783,815
 - Home Size: 1,500 sq. ft.
 - Finished Lot Price at \$150,000
 - Hard Costs are estimated at \$320 per sq. ft.
 - Soft Costs are estimated at 10% of Hard Costs
 - Profit is 10% of Sale Price
 - Cost of Sale is 3.5% of Sale Price

Description	SFD
Market Rate Costs	
Finished Lot Price	\$150,000
Home Size Sq. Ft.	1,500
Hard Cost per Sq. Ft.	\$320
Hard Cost	\$480,000
Soft Costs as % of HC	10.0%
Soft Costs	\$48,000
Profit % on Sale Price	10.0%
Profit	\$78,382
Cost of Sale % on Sale Price	3.5%
Cost of Sale	\$27,434
Home Price	\$783,815
 Market Rate Cost (No Land)	 \$633,815

Source: Economic & Planning Systems

MULTIFAMILY DEVELOPMENT COSTS

- Development costs total \$26.8 million in both multifamily scenarios
- 90 units in both scenarios
 - \$25,000 per unit for land
 - \$210,000 per unit for hard costs
 - Soft costs are 30% of hard costs

Development Costs	Factor	Total
Land Costs		
Site Acquisition	\$25,000 per residential unit	\$2,250,000
Subtotal	\$25,000 per residential unit	\$2,250,000
Hard Costs		
General Hard Costs	\$210,000 per residential unit	\$18,900,000
Subtotal	\$210,000 per residential unit	\$18,900,000
Soft Costs	30.0% % of hard costs	\$5,670,000
Total Multifamily Development Cost		\$26,820,000

Source: Economic & Planning Systems

Memorandum

REPORT TO: City Commission

FROM: Bernie Massey, Assistant Treasurer
Laurae Clark, City Treasurer
Kaitlin Johnson, Budget Manager
Melissa Hodnett, Finance Director

SUBJECT: Resolution for the Annual Assessment for Business Improvement District (BID) for Fiscal Year 2026

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: **Consider the Motion:** *I move to Approve this Commission Resolution for the Annual Assessment for the Business Improvement District (BID) for Fiscal Year 2026.*

STRATEGIC PLAN: 7.5. Funding and Delivery of City Services: Use equitable and sustainable sources of funding for appropriate City services, and deliver them in a lean and efficient manner.

BACKGROUND: Montana Code Annotated Title 7 Chapter 12 Part 11 allows for the creation of business improvement districts that will serve a public use, promote the health, safety, prosperity, security, and general welfare of the inhabitants of the district and of the people of this state, be of special benefit to the property within the boundaries of the district, or aid in tourism, promotion, and marketing within the district. The Downtown Bozeman Business Improvement District (BID) has a stated goal of ensuring the long-term preservation and vitality of the city's underlying economic, cultural, social, and environmental assets. The BID was originally founded in 2000, expanded in 2006, renewed in 2010, and renewed again in 2020. BID revenues are derived from an annual assessment based on each property's portion of the district's taxable value. The BID is overseen by a board appointed by the City Commission. BID monies support numerous programs including the summer flower baskets, holiday lighting, graffiti removal, and year-round maintenance employees. As prescribed by Montana Code Annotated 7-12-1132, the Commission was presented on May 06, 2025, with the Downtown Business Improvement District (BID) work plan and budget which proposed \$280,000 in assessments to downtown business owners. On June 10, 2025, the City Commission adopted the FY26 budget, consistent with the work plan and budget presented. This Resolution formally levies and assesses the special assessment upon all real property in the business improvement district to defray the estimated cost and expense to be incurred as outlined

in the work plan and budget.

UNRESOLVED ISSUES: None

ALTERNATIVES: The work plan and budget adopted for the Downtown BID on May 06, 2025, can only be funded by approving this resolution and making the associated assessments.

FISCAL EFFECTS: The assessments proposed are consistent with the FY26 adopted budget and the Downtown BID work plan and budget adopted by the Commission on May 06, 2025. The downtown businesses within the business improvement district will be billed based on their assessed taxable value as it relates to the taxable valuation of the whole district. The assessment rate in said business improvement district shall be set to ensure \$280,000.00 is billed. This rate for FY 2026 is 0.021185 per taxable valuation.

Attachments:

[Resolution-BID_Assessments_FY26.docx](#)

[BID Schedule A.PDF](#)

Report compiled on: September 4, 2025



RESOLUTION XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, LEVYING AND ASSESSING A SPECIAL ASSESSMENT FOR FISCAL YEAR 2026 UPON ALL REAL PROPERTY IN THE BUSINESS IMPROVEMENT DISTRICT LOCATED IN THE CITY OF BOZEMAN’S DOWNTOWN AREA TO DEFRAY THE ESTIMATED COST AND EXPENSE TO BE INCURRED IN THE BUSINESS IMPROVEMENT DISTRICT FOR THE FISCAL YEAR AS OUTLINED IN THE DISTRICT’S WORK PLAN AND BUDGET.

WHEREAS Commission Resolution No.’s 4256, 4263 and 5140 and Ordinance No. 1790 passed as aforesaid are hereby referred to and made a part of this resolution for further particulars in respect to the boundaries of said district the purpose of the district and the duration of the district, and

WHEREAS Section 7-12-1132 (4) Montana Code Annotated provides that said special assessments shall be made levied and collected in the same manner as are other special assessments and levies of the City of Bozeman, and

WHEREAS pursuant to Section 7-12-1132 (2) Montana Code Annotated the City Commission did on the 6th day of May 2025 receive the work plan and budget submitted, and

WHEREAS the work plan and budget provide for parcels to be assessed for that part of the whole cost of the district which its taxable valuation bears to the total taxable valuation of the property of the district pursuant to Section 7-12-1133 (2) c Montana Code Annotated, and

WHEREAS to defray the costs of the business improvement district for the coming

assessment year, the Commission must now establish an assessment to be levied for said year.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, to wit:

Section 1

That to defray the estimated cost and expense of the business improvement district in the City's downtown area for the fiscal year 2026 there is hereby levied and assessed against the taxable valuation of the several lots pieces and parcels of land benefited by the district within the City of Bozeman as set forth in Schedule A, attached hereto and by this reference made a part hereof which describes each lot or parcel of land with the name of the owner and or owners, if known, and the amount assessed against the same that the several sums set opposite the names of said owners; and the described lots and parcels of land are hereby levied and assessed upon and against said lots and parcels of land for said purpose that the several sums be collected from the respective owners of said lots and parcels of land described in said assessment list and owned by them; that the said sums shall be paid and the collection thereof be made in the manner and in accordance with Ordinance No. 1790 of the City of Bozeman Montana and the laws of the State of Montana governing the collection of a business improvement district assessments; that failure to pay such assessment when the same shall become due and payable shall make such persons and such lots and parcels of land liable to the penalties provided by law relative to delinquent taxes and assessments; and that the November assessments shall become delinquent at 5:01 p m on November 30, 2025 and the May assessments shall become delinquent at 5:01 pm on May 31, 2026.

Section 2

That each lot or parcel of land including the improvements thereon, may be assessed for that part of the whole cost of the district which its taxable valuation bears to the total taxable valuation of the property in the district. The assessment rate in said business improvement district shall be \$280,000.00 which is 0.021185 per taxable valuation.

Section 3

That this assessment be levied for the fiscal year 2026 (July 1, 2025, through June 30, 2026) and be billed in October 2025 as are other City special assessments.

Section 4

That the assessments as collected shall be placed in the business improvement district fund and shall be used to defray the costs thereof as provided by law.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 23rd day of September 2025.

TERENCE CUNNINGHAM
Mayor

ATTEST:

MIKE MAAS
City Clerk

APPROVED AS TO FORM:

GREG SULLIVAN
City Attorney

OWNER NAME	LEGAL DESCRIPTION		Location ID	AMOUNT ASSESSED
A & L MCBRIDE PROPERTIES	STORYS LOTS 6-7 E 6' LOT	N4' LOTS 15-16 & LOT 17 BL	FLORENCE CONDOS #6	141410 536.54
A & L MCBRIDE PROPERTIES	STORYS LOTS 6-7 E 6' LOT	N4' LOTS 15-16 & LOT 17 BL	FLORENCE CONDOS #7	141420 57.73
A & L MCBRIDE PROPERTIES	STORYS LOTS 6-7 E 6' LOT	N4' LOTS 15-16 & LOT 17 BL	FLORENCE CONDOS #8	141360 15.44
A & L MCBRIDE PROPERTIES	STORYS LOTS 6-7 E 6' LOT	N4' LOTS 15-16 & LOT 17 BL	FLORENCE CONDOS #11	141350 37.58
A.O. BUTLER LLC	MENDENHALL MARKETPLACE CO	UNIT R-6	ORIGINAL TOWNSITE LOT 13-	207160 186.22
ABG LLC	BRIDGERVIEW CONDO UNIT 1			265220 46.12
ABG LLC	BRIDGERVIEW CONDO UNIT 2			265230 62.96
ABG LLC	BRIDGERVIEW CONDO UNIT 12			265330 28.22
ABG LLC	BRIDGERVIEW CONDO UNIT 13			265340 25.95
ABG LLC	BRIDGERVIEW CONDO UNIT 16			265370 51.59
ABG LLC	BRIDGERVIEW CONDO UNIT 17			265380 51.56
ABG LLC	BRIDGERVIEW CONDO UNIT 18			265390 36.42
ABG LLC	BRIDGERVIEW CONDO UNIT 19			265400 36.42
ABG LLC	BRIDGERVIEW CONDO UNIT 20			265410 36.42
ABG LLC	BRIDGERVIEW CONDO UNIT 21			265420 32.92
ABG LLC	BRIDGERVIEW CONDO UNIT 22			265430 35.21
ABG LLC	BRIDGERVIEW CONDO UNIT 23			265440 18.22
ABG LLC	BRIDGERVIEW CONDO UNIT 24			265450 6.14
ABG LLC	BRIDGERVIEW CONDO UNIT 25			265460 28.22
AKM 238 LLC	OP LOT 10 BLOCK C, ALL	LOTS 11 & 12 BLOCK C		2380 1,595.98
AKM 310 LLC	OP LOT 13, W 16' LOT 14	BLOCK C		2320 1,073.28
ALBRO, CARRIE A & CHRISTOP	HBP RESIDENTIAL CONDOMINI	UNIT 315	TRACYS 2 LOT 1A BLK A	250460 69.78
AMERICAN BANK OF MONTANA	CHURCH & MAIN CONDOS UNIT	ROUSE 1ST LOTS 10-19 W 1/	LOT 20 BLOCK E	85130 758.45
AMERICAN BANK OF MONTANA	CHURCH & MAIN CONDOS UNIT	ROUSES 1ST LOTS 10-19 W 1	LOT 20 BLOCK E	97230 1,583.51
ANGEL, GEOFFREY C & CARRI	BAXTER CONDO UNIT 3C	TRACYS 1ST LOTS 1-3 &	E 18' LOT 4 BLOCK B	126200 115.27
ARCHROCK LLC	OP E 5' OF LOT 7 & W 27 1	OF LOT 8 BLOCK C		2470 1,250.86
BAIDE REAL ESTATE CO LLC	ROUSES 1ST LOTS 1-4	& W 6' LOT 5 BLOCK A BLAC	BUILDING CONDOS UNIT 2	2290 349.45
BAIDE REAL ESTATE CO LLC	ROUSES 1ST LOTS 1-4	& W 6' LOT 5 BLOCK A BLAC	BUILDING CONDOS UNIT 4	140720 125.54
BAR KEEPER LLC	OP PORTION LOTS 15-16, A	LOTS 17-19 BLOCK D BOZ	MULTI LEVEL SHOP COMPLEX	139600 189.65
BAR KEEPER LLC	OP PORTION LOTS 15-16 AL	LOTS 17-19 BLOCK D BOZEM	MULTI LEVEL SHOP COMPLEX	139860 165.84
BAXTER MAIN LLC	TRACYS 1ST WEST 10' LOT 4	BLOCK B BID ONLY		136230 99.21
BAXTER MAIN LLC	BAXTER CONDO UNIT 3A	TRACYS 1ST LOTS 1-3 &	E 18' LOT 4 BLOCK B	126190 136.83
BAXTER MAIN LLC	BAXTER CONDO UNIT 6E	TRACYS 1ST LOTS 1-3 &	E 18' LOT 4 BLOCK B	146590 116.01
BAXTER MAIN LLC	BAXTER CONDO UNIT BA	TRACYS 1ST LOTS 1-4 &	E 18' LOT 4 BLOCK B	86570 8.56
BAXTER MAIN LLC	BAXTER CONDO UNIT BB	TRACYS 1ST LOTS 1-3 &	E 18' LOT 4 BLOCK B	86580 2.71
BAXTER MAIN LLC	BAXTER CONDO UNIT BC	TRACYS 1ST LOTS 1-3 &	E 18' LOT 4 BLOCK B	86590 1.44
BAXTER MAIN LLC	BAXTER CONDO UNIT BD	TRACYS 1ST LOTS 1-3 &	E 18' LOT 4 BLOCK B	86600 3.62
BAXTER MAIN LLC	BAXTER CONDO UNIT BE	TRACYS 1ST LOTS 1-3 &	E 18' LOT 4 BLOCK B	86610 1.84
BAXTER MAIN LLC	BAXTER CONDO UNIT BF	TRACYS 1ST LOTS 1-3 &	E 18' LOT 4 BLOCK B	86740 2.61
BAXTER MAIN LLC	BAXTER CONDO UNIT BG	TRACYS 1ST LOTS 1-3 &	E 18' LOT 4 BLOCK B	86620 7.54
BAXTER MAIN LLC	BAXTER CONDO UNIT BH	TRACYS 1ST LOTS 1-3 &	E 18' LOT 4 BLOCK B	86750 1.80
BAXTER MAIN LLC	BAXTER CONDO UNIT BJ	TRACYS 1ST LOTS 1-3 &	E 18' LOT 4 BLOCK B	86630 8.03
BAXTER MAIN LLC	BAXTER CONDO UNIT BK	TRACYS 1ST LOTS 1-3 &	E 18' LOT 4 BLOCK B	86760 2.39
BAXTER MAIN LLC	BAXTER CONDO UNIT BL	TRACYS 1ST LOTS 1-3 &	E 18' LOT 4 BLOCK B	86640 11.42
BAXTER MAIN LLC	BAXTER CONDO UNIT BM	TRACYS 1ST LOTS 1-3 &	E 18' LOT 4 BLOCK B	86650 6.46
BAXTER MAIN LLC	BAXTER CONDO UNIT BN	TRACYS 1ST LOTS 1-3 &	E 18' LOT 4 BLOCK B	86770 32.75
BAXTER MAIN LLC	BAXTER CONDO UNIT BP	TRACYS 1ST LOTS 1-3 &	E 18' LOT 4 BLOCK B	86780 10.13
BAXTER MAIN LLC	BAXTER CONDO UNIT BQ	TRACYS 1ST LOTS 1-3 &	E 18' LOT 4 BLOCK B	86660 1.27

OWNER NAME	LEGAL DESCRIPTION					Location ID	AMOUNT ASSESSED
BAXTER MAIN LLC	BAXTER CONDO UNIT BR	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	86790 1.29
BAXTER MAIN LLC	BAXTER CONDO UNIT BS	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	86670 7.20
BAXTER MAIN LLC	BAXTER CONDO UNIT BT	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	86800 8.81
BAXTER MAIN LLC	BAXTER CONDO UNIT BU	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	86680 5.76
BAXTER MAIN LLC	BAXTER CONDO UNIT BV	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	86690 5.21
BAXTER MAIN LLC	BAXTER CONDO UNIT BW	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	86700 10.23
BAXTER MAIN LLC	BAXTER CONDO UNIT 1A	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	126130 230.58
BAXTER MAIN LLC	BAXTER CONDO UNIT 1B	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	126140 119.23
BAXTER MAIN LLC	BAXTER CONDO UNIT 1C	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	126150 53.45
BAXTER MAIN LLC	BAXTER CONDO UNIT 1D	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	126160 110.93
BAXTER MAIN LLC	BAXTER CONDO UNIT 1E	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	126170 66.63
BAXTER MAIN LLC	BAXTER CONDO UNIT 1F	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	126180 98.47
BAXTER MAIN LLC	BAXTER CONDO UNIT 1G	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	86710 80.80
BAXTER MAIN LLC	BAXTER CONDO UNIT 1J	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	86720 8.07
BAXTER MAIN LLC	BAXTER CONDO UNIT 1K	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	86730 197.53
BAXTER MAIN LLC	BAXTER CONDO UNIT MA	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	85830 51.25
BAXTER MAIN LLC	BAXTER CONDO UNIT MB	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	85880 114.46
BAXTER MAIN LLC	BAXTER CONDO UNIT MC	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	85890 28.77
BAXTER MAIN LLC	BAXTER CONDO UNIT MD	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	85900 32.39
BAXTER MAIN LLC	BAXTER CONDO UNIT MF	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	85910 29.15
BAXTER MAIN LLC	BAXTER CONDO UNIT MG	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	85850 19.91
BAXTER MAIN LLC	BAXTER CONDO UNIT MH	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	85860 16.97
BAXTER MAIN LLC	BAXTER CONDO UNIT MJ	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	85870 16.10
BAXTER MAIN LLC	BAXTER CONDO UNIT 2A	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	91730 537.55
BAXTER MAIN LLC	BAXTER CONDO UNIT 3B	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	146530 148.02
BAXTER MAIN LLC	BAXTER CONDO UNIT 3D	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	146540 88.70
BAXTER MAIN LLC	BAXTER CONDO UNIT 3E	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	126210 105.35
BAXTER MAIN LLC	BAXTER CONDO UNIT 4A	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	126220 139.44
BAXTER MAIN LLC	BAXTER CONDO UNIT 4B	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	146550 137.94
BAXTER MAIN LLC	BAXTER CONDO UNIT 4C	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	126230 117.81
BAXTER MAIN LLC	BAXTER CONDO UNIT 4D	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	146560 110.46
BAXTER MAIN LLC	BAXTER CONDO UNIT 4E	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	126240 109.61
BAXTER MAIN LLC	BAXTER CONDO UNIT 5A	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	126250 144.55
BAXTER MAIN LLC	BAXTER CONDO UNIT 5B	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	146570 146.77
BAXTER MAIN LLC	BAXTER CONDO UNIT 5C	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	126260 122.41
BAXTER MAIN LLC	BAXTER CONDO UNIT 5D	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	126270 114.32
BAXTER MAIN LLC	BAXTER CONDO UNIT 5E	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	126280 83.02
BAXTER MAIN LLC	BAXTER CONDO UNIT 6A	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	126290 168.87
BAXTER MAIN LLC	BAXTER CONDO UNIT 6B	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	126300 149.40
BAXTER MAIN LLC	BAXTER CONDO UNIT 6C	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	146580 124.99
BAXTER MAIN LLC	BAXTER CONDO UNIT 6D	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	126310 116.88
BAXTER MEZZ LLC-BAXTER HO	BAXTER CONDO UNIT 1H	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	86560 73.77
BAXTER MEZZ LLC-BAXTER HO	BAXTER CONDO UNIT ME	TRACYS	1ST	LOTS 1-3 &	E 18'	LOT 4 BLOCK B	85840 53.73
BAYR-NOBEL, CLAUDIA	TRACYS 1ST LOT 13 BLOCK B						145490 265.01
BCA RE, LLC	HBP RESIDENTIAL CONDOMINI	UNIT 322			TRACYS 2 LOT 1A BLK A		250510 102.62
BERG, DAN & DEANA	OP 1.5' E SIDE LOT 4 & W	LOT 5 BLK B			PLAT C-1-B		4860 949.01
BETHERE LLC	STORYS SOUTH 45.5 LOTS 10	BLOCK B WEST 23 X 60' OF			ALDERSONS AE LOT IV		14590 575.05
	TRACY BABCOCK CONDOS UNIT	LOT 18-22 BLK A STORYS AD			& FRACT BLK 'AE' ALDERSON		5140 281.57

OWNER NAME	LEGAL DESCRIPTION		Location ID	AMOUNT ASSESSED	
BJORKLUND, STEVE	STORYS S43' OF LOTS 10-11	BLOCK B	14610	378.03	
BLUEVIEW LLC	HBP RESIDENTIAL CONDOMINI	UNIT 511	250740	110.48	
BOCAR FAMILY HOLDINGS LIM	OP LOT 14, PORT LOTS 15 &	BLOCK D	30970	1,348.46	
BOUMA, LOGAN C	HBP RESIDENTIAL CONDOMINI	UNIT 506	250700	148.97	
BOWMAN, MADELEINE V	MERIN CONDO UNIT 108	OP S1/2 LOTS 35-38 BL 1	277410	158.51	
BROOKS, KENT & KENT LLC	ROUSES 1ST LOTS 26-28 &	LOT 25 BLOCK E	32040	1,356.44	
BURGARD PRINTING PROP LLC	OP LOTS 1-5 BLOCK I		86970	1,876.05	
CARLS, THOMAS M & HILLARY	ROUSES 1ST E 24' LOT 27,	LOT 28 BLOCK F	30130	188.34	
CARMEL, CHRISTOPHER F & L	HBP RESIDENTIAL CONDOMINI	UNIT 517	250780	193.23	
CEG LLC	TRACYS LOTS 5-6 BLOCK B		25860	1,073.24	
CEG LLC	OP E 9 1/2' LOT 9, W 18'	LOT 10 BLOCK E	139700	1,074.94	
CELL BLOCK B LLC	OP E1.33' LOT 7 ALL LOT 8	W 9.67' LOT 9 BLOCK F	139730	287.00	
CELL BLOCK B LLC	OP E1.33' LOT 7 ALL LOT 8	W 9.67' LOT 9 BLOCK F	139740	239.05	
CELL BLOCK B LLC	OP E 18 1/2' LOT 9 BLOCK	W 4' LOT 10 BLOCK F	26660	1,027.59	
CGS GROUPL LTD	OP E24' OF LOT 10 ALL	LOTS 11-12 BLOCK F	88180	2,608.40	
CHURA FAMILY LLC	HBP RESIDENTIAL CONDOMINI	UNIT 417	250650	188.46	
CIMMIYOTTI, CYD	HBP RESIDENTIAL CONDOMINI	UNIT 415	250630	72.73	
COLE, STEPHEN T & ADRIENN	HBP RESIDENTIAL CONDOMINI	UNIT 407	250540	243.93	
COLOMBO JR, JOSEPH J & JA	STORYS LOT 11 22.5'WS LO	N 4' LOT 12 BLOCK A, 4'N	86160	1,149.42	
COPPER 101 LLC	OP LOT 1 & W 24 1/2 LOT 2	BLOCK E BID ONLY	146630	851.26	
COWDREY, MARVIN & JUDY	STORYS LOTS 1-4, 17-18 BL	ALDERSONS A E E 60' END L	65120	3,886.63	
CRAWFORD BOZEMAN BUILDING	STORYS LOT 1, E25' LOT 2,	LESS S 35' BLOCK A	4970	1,761.21	
CRYSTAL BOZEMAN PROPERTY	OP W 24.55' LOT 7A BLOCK		26710	648.94	
CUROTTO, FRANCIS J& KATHL	TRACYS 1ST LOTS 10-12 &	E 3' LOT 13 BLOCK A	221590	129.00	
DAVISON, JEFFREY C & RONA	HBP RESIDENTIAL CONDOMINI	UNIT 311	250420	101.60	
DB LLC	OP E 5' LOT 4, W 26' LOT	BARNETT CONDOS UNIT A	145760	414.49	
DECKER BUILDING, LLC	ROUSES 1ST LOTS 3-5 BLOCK		31910	991.95	
DECOSSE EASTGATE LLC	OP E 19.37' LOT 10, W 5.8	OF LOT 11 BLOCK D	96300	856.64	
DECOSSE EASTGATE LLC	OP S 64' LOTS 29-31 BLOCK	24 X 64' SOUTHWEST LOT 28	136050	345.25	
DERIENZO, JENNIFER	HBP RESIDENTIAL CONDOMINI	UNIT 413	250610	72.71	
DONALD R BAIDE REVOC TRUS	ROUSES 1ST LOTS 1-4	& W 6' LOT 5 BLOCK A BLAC	140680	169.65	
DOWNTOWNER LLC	STORYS SOUTH 85' LOTS 12	ALDERS AREA BLOCK B 75 FE	146270	675.57	
DOWNTOWNER LLC	DOWNTOWNER MALL CONDOS-	STORY'S ADD LT 1-3 & 5'ES	BLK B, S 85' LT 12-15	163770	401.54
DOWNTOWNER LLC	DOWNTOWNER MALL CONDOS-	STORY'S ADD LT 1-3 & 5'ES	BLK B, S 85' LT 12-15	163760	120.92
DOWNTOWNER LLC	DOWNTOWNER MALL CONDOS-	STORY'S ADD LT 1-3 & 5'ES	BLK B, S 85' LT 12-15	163740	797.28
DOWNTOWNER LLC	DOWNTOWNER MALL CONDO-STO	ADD LT 1-3 & 5'ES LT 4 BL	S 85' LT 12-15 LT 16-18 B	163750	1,070.99
DOWNTOWNER LLC	STORYS LOTS 16-18 BLOCK B	ALDERSONS AREA 90' EAST	END III	4370	475.31
DOWNTOWNER LLC	STORYS LOTS 1-3, 5' ES LO	BLOCK B	DOWNTOWNER MALL UNIT C	87220	253.48
DUTTON DEVELOPMENT LLC	TRACYS W .86' LOT 8, ALL	LOTS 9-10 BLOCK B	NOW LOT 10A	63170	1,494.80
DWAP LLC	MENDENHALL MARKETPLACE CO	UNIT R-1	ORIGINAL TOWNSITE LOT 13-	67140	239.82
DWAP LLC	MENDENHALL MARKETPLACE CO	UNIT R-2	ORIGINAL TOWNSITE LOT 13-	207190	225.54
EDELBLUT, ALBERTINA	TRACYS 1ST LOTS 10-12 &	E 3' LOT 13 BLOCK A	HATHHORN CONDOS UNIT F	145090	132.77
EDELBUT, ALBERTINA	HBP RESIDENTIAL CONDOMINI	UNIT 313	TRACYS 2 LOT 1A BLK A	250440	69.78
EDELBUT, ALBERTINA	HBP RESIDENTIAL CONDOMINI	UNIT 314	TRACYS 2 LOT 1A BLK A	250450	69.78
EDELBUT, ALBERTINA	HBP RESIDENTIAL CONDOMINI	UNIT 317	TRACYS 2 LOT 1A BLK A	250480	185.73
ELVROM, RYAN & MANDY	MENDENHALL MARKETPLACE CO	UNIT R-4A	ORIGINAL TOWNSITE LOT 13-	207170	62.92
ENTERPRISE INVESTMENTS LL	JACOB'S CROSSING RESIDENT	UNIT E ROUSE'S 1ST LOTS 6		132330	164.95
EPSTEIN, SARAH	TRACYS 1ST LOTS 10-12 &	E 3' LOT 13 BLOCK A	HATHHORN CONDOS UNIT I	146600	131.77

OWNER NAME	LEGAL DESCRIPTION	Location ID	AMOUNT ASSESSED
EVANS, ROBERT O	OP LOT 5 BLOCK E	89040	749.00
EVANS, ROBERT O	OP LOT 6 BLOCK E	89030	738.62
F & H LLC	OP E 2.5' BLOCK D LOT 2,	470	5,463.04
FIRST PRESBYTERIAN CHURCH	STORY ADD PARCEL 1A	5050	843.66
FIRST SECURITY BANK OF BO	OP E 14' LOT 6 ALL LOT 7	89140	701.84
FISHER, CHARLES D & LAURA	HALL COMMERCIAL BLDG COND	208830	546.09
FIVE'S THE MOST LLC	TRACYS ALL LOT 9, W25' LO	26550	1,481.73
FLAT WATER PROPERTIES LLC	ROUSES 1ST LOTS 6-9 BLOCK	31830	1,155.78
FOURTH CRUSADE LLC	TRACYS W25' LOT 13 BLOCK	26520	737.73
FOURTH CRUSADE LLC	TRACYS 1ST LOTS 10-12 &	145110	368.07
FOWLER PLACE LLC	OP PORTION LOTS 15-16 ALL	139610	55.29
FOWLER PLACE LLC	OP PORTION LOTS 15-16 ALL	139920	50.91
FOWLER PLACE LLC	OP PORTION LOTS 15-16 ALL	139930	97.22
FOWLER PLACE LLC	OP PORTION LOTS 15-16 ALL	139940	23.79
FROSTIC, PETER F J & MARI	HBP RESIDENTIAL CONDOMINI	250690	107.75
GALLATIN LABOR TEMPLE	ROUSES 1ST LOT 20 W22'	30200	899.90
GALLATIN LODGE NO 6AF & A	OP E10' OF LOT 10 ALL	66340	1,241.64
GARSKE, DANIEL & SHANA	HBP RESIDENTIAL CONDOMINI	250790	146.41
GENERAL WILLSON BUILDING	OP LOT 1 & W 24 1/2 LOT 2	146620	381.44
GENERAL WILLSON BUILDING	OP LOT 1 & W 24 1/2	26690	258.33
GENERAL WILLSON BUILDING	OP LOT 1 & W 24 1/2 LOT 2	139640	112.28
GENERAL WILLSON BUILDING	OP LOT 1 & W 24 1/2 LOT 2	146640	156.05
GENERAL WILLSON BUILDING	OP LOT 1 & W 24 1/2 LOT 2	146650	125.56
GETZ JR, BERT A	HBP RESIDENTIAL CONDOMINI	250350	241.13
GLACIER BANK	OP LOTS 1-4, W 5' LOT 5 &	3140	9,924.49
GLACIER BANK	OP LOTS 25-28 BLOCK C	145690	688.54
GLACIER BANK	GUY'S 1ST WEST 30 FT 1/2 A	89130	452.56
GLACIER BANK	GUY'S 1ST 64.5 X 140 IN	62770	460.52
GOLDEN RULE HOLDINGS LLC	TRACYS WEST 12.8' LOT 3,	26580	3,031.26
GORDY, MARGARET GRACE & B	JACOB'S CROSSING RESIDENT	132320	149.80
GREEN ELEPHANT DEVELOPMEN	OP LOT 6A BLOCK I	30830	815.29
GREEN MEANS GO	OP NORTH 100' OF LOTS 17	211580	374.02
GSC FAMILY LLC	ROUSES 1ST W 16' LOTS 6,7	29880	665.85
G25 HOLDINGS LLC	0 P-BOZ LOTS 6-12 BLOCK G	28470	15,355.24
HAGEN, AARON ADRIAN	OP PORTION LOTS 15-16 A	140040	43.07
HAGEN, NICHOLAS	HBP RESIDENTIAL CONDOMINI	250750	107.92
HAJ JAVAD LLC	ROUSES 1ST LOTS 1 & 2 BLO	31950	993.01
HAJ JAVAD LLC	OP LOT 1 & W 25.5' OF LOT	30860	1,189.93
HAJ JAVAD LLC	OP 60' S ENDS OF LOTS 32-	145730	454.13
HAJ JAVAD LLC	OP N 90' LOTS 32-33 BLOCK	30840	616.38
HAMILTON PROPERTY MGMT LL	STORYS W 24' LOT 8,	5020	715.83
HANSON, KANDACE & EVE DAR	ROUSES 1ST BOZ, E 20' LOT	29960	686.84
HIGH COUNTRY MALL LLC	TRACYS 1ST EAST 12' LOT 1	146690	1,353.50
HIGH COUNTRY MALL LLC	TRACYS 1ST PORTION LOTS 1	86250	255.39
HIMSWORTH RENTALS LLC	TRACY BABCOCK CONDOS UNIT	5070	145.67
HIMSWORTH RENTALS LLC	TRACY BABCOCK CONDOS UNIT	217650	222.00
HIMSWORTH RENTALS LLC	TRACY BABCOCK CONDOS UNIT	100870	39.87
HIMSWORTH RENTALS LLC	TRACY BABCOCK CONDOS UNIT	5090	412.16
	ALL LOTS 3, 4 & 5 & W 11.		
	LOT 6		
	PLAT C-22-D		
	.195 ACRES		
	LOT 11 BLOCK H		
	UNIT 1		
	ROUSES 1ST E 12' LOT 23 A		
	BLOCK A		
	MCLEOD BUILDING		
	E 3' LOT 13 BLOCK A		
	HATHORN CONDOS UNIT 1		
	MULTI LEVEL SHOP COMPLEX		
	MULTI LEVEL SHOP COMPLEX		
	MULTI LEVEL SHOP COMPLEX		
	MULTI LEVEL SHOP COMPLEX		
	TRACYS 2 LOT 1A BLK A		
	LOT 21 BLOCK F		
	LOT 11 BLOCK E		
	UNIT 518		
	BLOCK E BID & SID ONLY		
	LOT 2 BLOCK E BID ONLY		
	BLOCK E BID ONLY		
	BLOCK E BID ONLY		
	BLOCK E BID ONLY		
	GENERAL WILLSON BLDG COND		
	TRACYS 2 LOT 1A BLK A		
	UNIT 307		
	LOTS 29-36 BLOCK C		
	21.4 X 120' SOUTH OF SAME		
	LOT 5 EAST 25 FT FRACTION		
	NORTHWEST CORNER OF TRACT		
	LOTS 4-5, 3.5 EASTSIDE LO		
	UNIT D ROUSE'S 1ST LOTS 6		
	& NORTH 100' OF WEST 18'		
	& LOT 9 BLOCK F		
	AMENDED PLAT LOT 6-A		
	LOTS 17-19 BLOCK D BOZ		
	UNIT 512		
	BLOCK D		
	BLOCK D		
	RUG GALLERY		
	E .05' LOT 9 BLOCK A		
	W 15' LOT 4 BLOCK F		
	LOTS 17-20 BLOCK B		
	BLOCK B COS 1163 TRACT B		
	LOT 18-22 BLK A STORYS AD		
	& FRACT BLK 'AE' ALDERSON		
	& FRACT BLK 'AE' ALDERSON		
	& FRACT BLK 'AE' ALDERSON		
	& FRACT BLK 'AE' ALDERSON		

OWNER NAME	LEGAL DESCRIPTION		Location ID	AMOUNT ASSESSED
HINES BUILDINGS LLC	TRACYS 2 LOTS 1-3 E 1/2	LOT 4 BLOCK B	26490	1,648.52
JAB RENTALS LLC	ROUSES 1ST LOTS 1-4	& W 6' LOT 5 BLOCK A BLAC	140760	193.34
JOHNSON, LIANE S	OP LOTS 1-3 BLOCK H	BUILDING CONDOS UNIT 6	28490	998.52
JUST PLAIN LOCAL LLC	ROUSES 1ST LOT 1 & 2 BLOC		1780	911.45
KENYON NOBLE LUMBER CO	OP LOT 13 TO LOT 18 &	NORTH 1/2 OF LOT 19 BLOCK	145830	2,542.45
KERN, KRISTIN	HBP RESIDENTIAL CONDOMINI	UNIT 508	250720	72.75
KETTERER LLC	TRACYS E1/2 LOT 18, ALL	LOTS 19-20 BLOCK C	25780	1,068.39
KIRT, KAREN M	JACOB'S CROSSING RESIDENT	UNIT A ROUSE'S 1ST LOTS 6	132290	200.39
KLARE, KEVIN	GUYS 1ST EAST 102 FT 1/2	LOT 5 & WEST 18 FT 1/2 AC	2500	1,413.77
KOSTELECKY, CAMILLE	STORYS W 29.5' LOT 9,	LOT 4	103380	349.60
KOSTELECKY, CAMILLE	STORYS W 29.5' LOT 9	E 7.5' LOT 10 BLOCK A	133590	61.12
KRAU, CHRISTOPHER A	HBP RESIDENTIAL CONDOMINI	UNIT 421	250670	105.27
KREMER, WESLEY D & KERSTE	HBP RESIDENTIAL CONDOMINI	UNIT 414	250620	72.73
KREMER, WESLEY D & KERSTE	HBP RESIDENTIAL CONDOMINI	UNIT 510	250730	332.23
KURUCZ, JONNA STILES	TRACYS 1ST LOTS 10-12 &	E 3' LOT 13 BLOCK A	221580	121.84
LEIPMANN, TILL W & MARY T	HBP RESIDENTIAL CONDOMINI	UNIT 323	250520	113.85
LEVY, JACOB B	HBP RESIDENTIAL CONDOMINI	UNIT 318	250490	148.47
LOSEFF, DAVID	TRACYS 1ST PART LOTS 14-1	BLOCK B COS 1163 TRACT A	145500	368.58
LOVELACE HOLDINGS LLC	STORYS W 3' LOT 3, ALL	LOTS 4-5 BLOCK A 4' N END	93680	3,023.04
LUCKY STAR PROPERTIES LLC	STORYS LOTS 6-7, E 6' LOT	N 4' LOTS 15-16 & LOT 17	141380	263.71
LUCKY STAR PROPERTIES LLC	STORYS LOTS 6-7, E 6' LOT	N 4' LOTS 15-16 & LOT 17	141370	57.33
LUNDWALL LLC	TRACYS E22.5' LOT 7 BLOCK	JOHN BOZEMAN'S BISTRO	25840	921.89
MACK O BUTLER LLC	OP PORTION LOTS 15-16 AL	LOTS 17-19 BLOCK D BOZEM	139880	170.31
MACK O BUTLER LLC	OP PORTION LOTS 15-16	LOTS 17-19 BLOCK D BOZEMA	139890	54.36
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOT 17-19 BLOCK D BOZEMA	139900	76.80
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEM	139910	35.61
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	139960	37.67
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	139970	14.36
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	139980	31.76
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	139990	8.30
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	140050	30.91
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	140060	55.40
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	140070	71.54
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	140080	33.37
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	140090	36.90
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	140100	65.04
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	140110	16.84
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	140120	34.64
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	140130	66.03
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	140140	32.24
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	140150	19.15
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	140160	9.58
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	140170	29.77
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	140180	8.30
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	140190	30.91
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	140200	54.59
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	140210	25.15
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	140220	39.93

OWNER NAME	LEGAL DESCRIPTION	Location ID	AMOUNT ASSESSED
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA MULTI LEVEL SHOP COMPLEX	140230 66.65
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA MULTI LEVEL SHOP COMPLEX	140240 100.99
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA MULTI LEVEL SHOP COMPLEX	140250 37.14
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA MULTI LEVEL SHOP COMPLEX	140260 37.20
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA MULTI LEVEL SHOP COMPLEX	140270 10.76
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA MULTI LEVEL SHOP COMPLEX	140280 13.26
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA MULTI LEVEL SHOP COMPLEX	140290 46.63
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA MULTI LEVEL SHOP COMPLEX	140300 14.36
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA MULTI LEVEL SHOP COMPLEX	140310 13.18
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA MULTI LEVEL SHOP COMPLEX	140320 19.72
MACK O BUTLER LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA MULTI LEVEL SHOP COMPLEX	140330 8.30
MACK O BUTLER LLC	OP PORTION LOTS 15-16	LOTS 17-19 BLOCK D BOZEM MULTI LEVEL SHOP COMPLEX	140000 18.16
MACK O BUTLER LLC	OP PORTION LOTS 15-16	LOTS 17-19 BLOCK D BOZEM MULTI LEVEL SHOP COMPLEX	140010 18.16
MACK O BUTLER LLC	OP PORTION LOTS 15-16 A	LOTS 17-19 BLOCK D BOZEM MULTI LEVEL SHOP COMPLEX	140020 18.18
MACK O BUTLER LLC	OP PORTION LOTS 15-16 A	LOTS 17-19 BLOCK D BOZEM MULTI LEVEL SHOP COMPLEX	140030 18.18
MAGNIFICENT SEVEN LLC	ROUSES 1ST LOTS 3-8 BLOCK		1770 1,566.03
MANIGAULT, FRANCOISE	TRACY BABCOCK CONDOS UNIT	LOT 18-22 BLK A STORYS AD & FRACT BLK 'AE' ALDERSON	5130 188.84
MAROSO, ANN M	JACOB'S CROSSING RESIDENT	UNIT B ROUSE'S 1ST LOTS 6	132300 129.02
MARTIN III, JAMES	TRACYS 1ST LOTS 10-12 &	E 3' LOT 13 BLOCK A HATHORN CONDOS UNIT 3	26530 287.42
MASONIC TEMPLE	BOZEMAN OP BLOCK A LOTS 1		4950 2,764.26
MATSON, JOHN E	HBP RESIDENTIAL CONDOMINI	UNIT 309	250400 66.90
MATZENAUER, ALES & LEONA	HBP RESIDENTIAL CONDOMINI	UNIT 308	250390 66.90
MCGUANE III, THOMAS F	HBP RESIDENTIAL CONDOMINI	UNIT 316	250470 69.78
MCPHIE HOLDINGS LLC	ROUSES 1ST E 12' LOT 6, W	LOT 5 BLOCK F	29910 667.21
MDB/JCB II LLC	OP E 3 1/2' LOT 2, ALL	LOTS 3 & 4 BLOCK E	94800 1,202.26
MDB/JCB III LLC	STORYS WEST 54.3' OF SOUT	LOTS 1-2 TRACT ADJ BLK A	87770 444.49
MDB/JCB III LLC	TRACYS 21.5 X 50' SOUTHEA	CORNER OF LOT 22 BLOCK B	27550 571.53
MDB/JCB LLC	OP E 4' 10" IN LOT 5 &	ALL LOT 6 BLOCK F	26620 772.33
MGVR LAND LLC	OP E 25' LOT 5, ALL LOT 6	W 25' LOT 7 BLOCK C	89150 2,284.63
MILLER, DOUGLAS & JOYCE	TRACYS 1ST LOTS 10-12 &	E 3' LOT 13 BLOCK A HATHORN CONDOS UNIT H	145100 109.63
MITRO, THOMAS & MARY	HBP RESIDENTIAL CONDOMINI	UNIT 412	248960 105.33
MKS & J INC	BRIDGERVIEW CONDO UNIT 14		265350 91.01
MKS & J INC	BRIDGERVIEW CONDO UNIT 15		265360 106.18
MKS & J INC	BRIDGERVIEW CONDO UNIT 26		265470 28.22
MKS & J INC	BRIDGERVIEW CONDO UNIT 27		265480 65.36
MMJB PROPERTIES LLC	OP E 5' LOT 4 W 26' LOT 5	BLOCK F BARNETT CONDOS U	145770 156.16
MMJB PROPERTIES LLC	OP E 5' LOT 4 W 26' LOT 5	BLOCK F BARNETT CONDOS U	145790 128.66
MMSB LLC	STORYS LOTS 16-17, LESS	13 X 30' IN CORNER OF LOT	5060 1,112.79
MODYANOV, NADEZHDA, LUDMI	HBP RESIDENTIAL CONDOMINI	UNIT 321	250500 103.91
MONTANA J & L LLC	OP LOT 8A BLOCK B	PLAT C-1-G	89010 1,411.57
MOORES, MARK & LISA	HBP RESIDENTIAL CONDOMINI	UNIT 310	250410 256.23
MOOSE POINT LP	ROUSES 1ST LOTS 15-17 & E	OF LOT 18 BLOCK A	1890 546.07
MOOSE POINT LP	JACOB'S CROSSING BASEMENT	UNIT B-1 ROUSES 1ST LOTS	132230 66.65
MOOSE POINT LP	JACOB'S CROSSING RETAIL	UNIT R-1 ROUSE'S 1ST LOTS	132240 319.83
MOOSE POINT LP	JACOB'S CROSSING RETAIL	UNIT R-2 ROUSE'S 1ST LOTS	132250 621.64
MOOSE POINT LP	JACOB'S CROSSING OFFICE	UNIT 0-1 ROUSE'S 1ST LOTS	132260 255.54
MOOSE POINT LP	JACOB'S CROSSING OFFICE	UNIT 0-2 ROUSE'S 1ST LOTS	132270 332.25
MOOSE POINT LP	JACOB'S CROSSING OFFICE	UNIT 0-3 ROUSE'S 1ST LOTS	132280 328.05

OWNER NAME	LEGAL DESCRIPTION			Location ID	AMOUNT ASSESSED
MOOSE POINT LP	DUNBAR BUILDING BASEMENT	UNIT D B-1 ROUSE'S 1ST	LOTS 6-14	131970	213.06
MOOSE POINT LP	DUNBAR BUILDING BASEMENT	UNIT D B-2 ROUSE'S 1ST	LOTS 6-14	131980	105.14
MOOSE POINT LP	DUNBAR BUILDING RETAIL	UNIT D R-1 ROUSE'S 1ST	LOTS 6-14	131990	397.88
MOOSE POINT LP	DUNBAR BUILDING RETAIL	UNIT D R-2 ROUSE'S 1ST	LOTS 6-14	132000	257.95
MOOSE POINT LP	DUNBAR BUILDING OFFICE	UNIT D 0-1 ROUSE'S 1ST	LOTS 6-14	132010	288.52
MOOSE POINT LP	DUNBAR BUILDING OFFICE	UNIT D 0-2 ROUSE'S 1ST	LOTS 6-14	131960	386.21
MOOSE POINT LP	JACOB'S CROSSING BASEMENT	UNIT B-2 ROUSE'S 1ST LOTS		1870	141.39
MOOSE POINT LP	ROUSES 1ST LOTS 27-28 BLO	WEST 1 1/2' LOT 26 BLOCK		93720	409.30
MOUNTAIN TRAILS GALLERY B	OP LOT 13 BLOCK D			90130	981.44
NEISHABOURI, JALAL	OP CENTER S 100' LOTS 34-	BLOCK D	OLD BOZEMAN TV AND APPLIA	66500	1,487.39
NEWSHAM, GRANT F & KIYOKO	HBP RESIDENTIAL CONDOMINI	UNIT 406	TRACYS 2 LOT 1A BLK A	250530	103.45
NEXT CHAPTER PROPERTIES L	TRACYS 1ST LOTS 10-12 &	E 3' LOT 13 BLOCK A	HATHHORN CONDOS UNIT 2	139660	270.47
NEXT CHAPTER PROPERTIES L	TRACYS 1ST LOTS 10-12 &	E 3' LOT 13 BLOCK A	HATHHORN CONDOS UNIT D	145080	131.52
NEXT LEVEL ENTERPRISES LL	HALL COMMERCIAL BLD CONDO	UNIT 2	ROUSES 1ST E 12' LOT 23 A	67230	568.16
NORTH FORTY LLC	ROUSES 1ST LOTS 22-24 BLO			66640	1,280.11
NORTH FORTY LLC	ROUSES 1ST E 1/2 LOT 20 A	LOT 21 BLOCK E		94140	796.52
NORTH PEACH LLC	MENDENHALL MARKETPLACE CO	UNIT R-7B	ORIGINAL TOWN SITE LOT 13	207950	84.42
OLD SCOUT LLC	STORYS LOTS 6-7 E 6' LOT	N4' LOTS 15-16 & LOT 17 BL	FLORENCE CONDOS #2	141390	83.02
OLIVE STREET LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	MULTI LEVEL SHOP COMPLEX	139950	71.78
OLSEN, SCOTT ROBERT	OP NORTH 100' OF LOTS 17	& NORTH 100' OF WEST 18'	LOT 19 BLOCK I PLUS VACAN	221030	393.85
ONE WEST MAIN LLC	TRACYS LOT 2, E 15.2' LOT	BLOCK A		26590	1,460.70
OSBORNE BUILDING LLC	OP LOT 9A BLK D	PLAT C-1-R		30930	5,135.71
OSSORIO, FREDERIC E & STA	HBP RESIDENTIAL CONDOMINI	UNIT 411	TRACYS 2 LOT 1A BLK A	250580	104.17
OVERDAWG LLC	OP 3.45' E.S. LOT 7 & 19'	LOT 8 BLOCK E		26720	671.38
OWENHOUSE HARDWARE CO	OP NORTH 60' LOTS 12-14 &	LOTS 15-17 & ADJ 20' STRI	SOUTH END BLOCK A	94490	2,099.85
OWENHOUSE HARDWARE CO	OP ALL LOT 9 & W 15' OF	LOT 10 BLOCK A		94480	1,843.70
PELLETT, CYNTHIA & CLEM	HBP RESIDENTIAL CONDOMINI	UNIT 422	TRACYS 2 LOT 1A BLK A	250680	107.75
PETERSEN HOLDINGS LLC	OP SOUTH 80' LOTS 20 & 21	LOTS 22 & 23 LESS 10'X70'	NE CORNER OF LOT 22 PLUS	145700	518.59
PETERSEN HOLDINGS LLC	OP LOT 24 BLOCK D			139620	264.75
PETERSEN LEGACY LLC	OP NORTH 70' OF LOTS 20 &	BLOCK D	(SERVICE ELECTRIC BLDG)	94720	511.58
PJ PARTNERS LLC	ROUSES 1ST LOTS 1-4	& W 6' LOT 5 BLOCK A BLAC	BUILDING CONDOS UNIT 3	140700	191.66
PLANALP, NANCY S	TRACYS LOTS 7-10 BLOCK C			25070	1,337.76
PONY CREEK PARTNERS LLC	STORYS W 29.5' LOT 9	E 7.5' LOT 10 BLOCK A	LONE STAR COMMERCIAL COND	5030	361.44
POWER BUILDING LLC	OP LOT 5 & W 5' OF LOT 6	BLOCK A		4940	1,092.05
PROVENANCE PLACE LLC	MERIN CONDO STE B	OP S1/2 LOTS 35-38 BL 1		277400	101.50
R&B HOLDINGS LLC	MENDENHALL MARKETPLACE CO	UNIT R-8		221190	118.74
RAD HOLDINGS LLC	ROUSES 2ND TRACT 2 LOT 1	4 X 122' NORTH OF LOT 2	BLOCK A	1720	298.99
RAFFETY, LARRY J	HBP RESIDENTIAL CONDOMINI	UNIT 516	TRACYS 2 LOT 1A BLK A	250770	75.72
RAMIREZ, DIEGO	HBP RESIDENTIAL CONDOMINI	UNIT 416	TRACYS 2 LOT 1A BLK A	250640	72.73
REAL ANGELS LLC	ROUSES 1ST LOT 1 & E 22'	BLOCK F		30080	1,549.57
RENEWAL LLC	HBP RESIDENTIAL CONDOMINI	UNIT 418	TRACYS 2 LOT 1A BLK A	250660	143.80
RENEWAL LLC	HBP RESIDENTIAL CONDOMINI	UNIT 521	TRACYS 2 LOT 1A BLK A	250800	627.63
RENSLOW GROUP LLC	MERIN CONDO STE A	OP S1/2 LOTS 35-38 BL 1		277390	174.33
RIDGE, LLC	OP ALL LOTS 4 & 5 W 1/2 O	LOT 6 BLOCK H		28530	983.20
RINNERT, MANCY L	TRACYS 1ST LOTS 10-12 &	E 3' LOT 13 BLOCK A	HATHHORN CONDOS UNIT B	144850	124.10
ROOS, LISA MARIE & PETER	TRACYS 1ST LOTS 10-12 &	E 3' LOT 13 BLOCK A	HATHHORN CONDOS UNIT A	144840	137.28
RPT - 5 WEST LP	HBM COMMERCIAL CONDO UNIT	TRACY'S 2ND ADD LOT 1A	(TRACY'S 2ND LOTS 1-8 BLO	255730	399.36
RPT - 5 WEST LP	HBM COMMERCIAL CONDO UNIT	TRACY'S 2ND ADD LOT 1A	(TRACY'S 2ND LOTS 1-8 BLO	255740	332.31

OWNER NAME	LEGAL DESCRIPTION		Location ID	AMOUNT ASSESSED
RPT - 5 WEST LP	HBM COMMERCIAL CONDO UNIT	TRACY'S 2ND ADD LOT 1A	(TRACY'S 2ND LOTS 1-8 BLO	255750 260.83
RPT - 5 WEST LP	HBM COMMERCIAL CONDO UNIT	TRACY'S 2ND ADD LOT 1A	(TRACY'S 2ND LOTS 1-8 BLO	255760 316.68
RPT - 5 WEST LP	HBM COMMERCIAL CONDO UNIT	TRACY'S 2ND ADD LOT 1A	(TRACY'S 2ND LOTS 1-8 BLO	255770 748.43
RPT - 5 WEST LP	HBM COMMERCIAL CONDO UNIT	TRACY'S 2ND ADD LOT 1A	(TRACY'S 2ND LOTS 1-8 BLO	255780 1,882.58
RPT - 5 WEST LP	HBM COMMERCIAL CONDO UNIT	TRACY'S 2ND ADD LOT 1A	(TRACY'S 2ND LOTS 1-8 BLO	255790 798.45
RPT - 5 WEST LP	HBM COMMERCIAL CONDO UNIT	TRACY'S 2ND ADD LOT 1A	(TRACY'S 2ND LOTS 1-8 BLO	255720 1,191.98
RT404 BABCOCK LLC	HARPERS LOTS 19 & 20 WES	OF LOT 21 BLOCK A	PLAT C-21C	95890 923.84
RUTHERFORD, LADD D & BARB	OP W 17 1/2' LOT 15 & E 5	OF LOT 16 BLOCK H		30800 107.11
RWH REALTY LLC	OP E 13' OF LOT 6 W 13' L	BLOCK B		85070 728.85
SA SORENSON LLC	HARPERS LOT 26 BLOCK A EA	LOT 25 AND VACATED ALLEY	16' X 140' IN BLOCK A	138180 357.18
SA SORENSON LLC	HARPERS EAST 12' LOTS 21,	LOT 24 WEST 22' OF LOT 25	BLOCK A FOR THE BOWL	2220 1,360.79
SABOL, RENEE T	OP N87.5' LOTS 30 & 31 E8	OF N 90' LOT 32 BLOCK D		30460 801.12
SABOL, RENEE T	OP LOT 7A & LOT 8 BLOCK I			30340 737.07
SABOL, RENEE T	OP LOTS 9-10 BLOCK I			139770 426.27
SCHULZE, BRIGITTE M	OP LOTS 1,2 & W 9'	LOT 3 BLOCK F		26600 1,596.20
SEITZ, FRANK C	ROUSES 1ST E6' LOT 21, AL	LOT 22 W 16'23 BLOCK F		30160 925.03
SENNETT, ELIZABETH 2012 R	TRACYS 1ST LOTS 10-12 &	E 3' LOT 13 BLOCK A	HATHHORN CONDOS UNIT G	221600 124.74
SLEEPY EYE LLC	ROUSES 1ST LOTS 10-14 BLO	OLD CITY HALL		30280 1,530.06
SNOWY LANDS LLC	MENDENHALL MARKETPLACE CO	UNIT R-7A	ORIGINAL TOWNSITE LOT 13-	207150 144.72
SOPER, CHARLES & HEIDI A	OP W 22.5' LOT 16 ALL LOT	BLOCK H		30790 173.10
SOPER, CHARLES VERN& HEID	OP 90' N ENDS LOTS 18-22	BLOCK H		96690 431.12
SORENSEN, SCOTT	HARPERS LOT A BLOCK A AME	LOTS 1-4 BLOCK A &	VACANT ALLEY	138170 599.39
STEIS, CHRISTOPHER JOSEPH	HBP RESIDENTIAL CONDOMINI	UNIT 312	TRACYS 2 LOT 1A BLK A	250430 101.54
STRAIGHTAWAY BOZEMAN INVS	OP BLOCK G LOT 1-A	.46 ACRES		276870 21,325.32
SV INVESTMENTS LLC	HBP RESIDENTIAL CONDOMINI	UNIT 408	TRACYS 2 LOT 1A BLK A	250550 69.81
SWN CREEKSIDE LLC	OP LOTS 14-16 BLOCK I			30370 818.19
S2K/MILLER BABCOCK LLC	ROUSES 1ST ALL LOT 25 AND	E 26 1/2' LOT 26 BLOCK B		1750 155.35
S2K/MILLER BABCOCK LLC	ROUSES 1ST LOTS 23-24 BLO			320 824.27
S2K/MILLER BABCOCK LLC	ROUSES 1ST LOTS 21-22 BLO			94640 496.79
S2K/MILLER BABCOCK LLC	ROUSES 1ST LOT 19-20 BLOC			94630 506.11
S2K/MILLER BABCOCK LLC	ROUSES 1ST LOTS 17-18 BLO			850 184.93
T & ME LLC	TRACYS E 27.14' LOT 8, W5	LOT 7 BLOCK B		25830 941.41
T & W COWDREY PROPERTIES	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	MULTI LEVEL SHOP COMPLEX	139870 121.16
T & W COWDREY PROPERTIES	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	MULTI LEVEL SHOP COMPLEX	66510 4.39
T & W COWDREY PROPERTIES	OP PORTION LOTS 15-16	LOTS 17-19 BLOCK D BOZEM	MULTI LEVEL SHOP COMPLEX	139840 394.30
TAC LAND HOLDINGS LLC	OP SOUTH 60' LOTS 18-22	BLOCK H		27960 874.99
TBAK LLC	HBP RESIDENTIAL CONDOMINI	UNIT 507	TRACYS 2 LOT 1A BLK A	250710 249.22
THE ETHA HOTEL LLC	TRACY'S 1ST ADD E 1.25 FT	LOT 16, ALL LOTS 17-20 &	24.5 FT OF LOT 21 BLK A	27600 14,173.83
THE IMPERIAL FOUR HUNDRED	STORYS W 25' LOT 4, ALL	LOTS 5-7 S 18' LOTS 8-9	BLOCK B & N 53' LOTS 12-1	14660 3,534.36
THE IMPERIAL FOUR HUNDRED	STORYS N120' LOTS 8-9 BLO			14680 3,264.06
THE JACK STONE TRUST	JACOB'S CROSSING RESIDENT	UNIT C ROUSE'S 1ST LOTS 6		132310 117.75
TINWORKS ART	STORYS BOZEMAN E 27' LOT	2 5.75' LOT 2, 4 X 5.75'	CORNER BLK A LOT 21, 4' N	4980 1,753.79
TKA PROPERTIES LLC	ROUSES 1ST LOTS 1-4	& W 6' LOT 5 BLOCK A BLAC	BUILDING CONDOS UNIT 202	140750 331.63
TREASURE STATE HOSTEL LLC	OP E1.33' LOT 7 ALL LOT 8	W 9.67' LOT 9 BLOCK F	27 E MAIN CONDOS UNIT A	139720 429.83
TWO SISTERS HOLDING CO LL	OP E 22.19' OF LOT 11 & A	LOT 12 BLOCK D		30960 1,839.63
UNGERSMA, RICK & SHANNON	HBP RESIDENTIAL CONDOMINI	UNIT 410	TRACYS 2 LOT 1A BLK A	250570 338.43
VMD PROPERTIES LLC	TRACYS 2 22' W.S. LOT 9,	LOT 10 BLOCK B		25890 908.91
WADA, M RICHARD &	JACOB'S CROSSING RESIDENT	UNIT F ROUSE'S 1ST LOTS 6		132340 168.23

OWNER NAME	LEGAL DESCRIPTION		Location ID	AMOUNT ASSESSED
WALLACE-BABCOCK PROPERTIE	WALLACE COMMERCIAL CONDOS	UNIT 101	LOT 13A, BLOCK A	282430 250.58
WALLACE-BABCOCK PROPERTIE	WALLACE COMMERCIAL CONDOS	UNIT 201	LOT 13A BLK A	282450 873.68
WALLACE-BABCOCK PROPERTIE	WALLACE COMMERCIAL CONDOS	UNIT 301	LOT 13A BLK A	282470 991.21
WALLACE-BABCOCK PROPERTIE	ROUSES 2ND LOT 13A BLOCK	PLAT C-6-F	WALLACE COMMERCIAL CONDO	84280 401.10
WALSH, BARNEY & TRACY SED	HBP RESIDENTIAL CONDOMINI	UNIT 514	TRACYS 2 LOT 1A BLK A	250760 307.78
WAM DEV GROUP LLC	ROUSES 1ST ALL LOT 9 TO L	BLOCK B		94580 1,803.28
WELLS FARGO BANK	TRACYS LOTS 1-5 BLOCK C			86240 3,549.21
WELLS FARGO BANK	TRACYS LOTS 15-17, W1/2 L	BLOCK C		25810 579.54
WELLS FARGO BANK	TRACYS LOTS 11-14 BLOCK C			126320 777.79
WERNER, ROBERT J	HBP RESIDENTIAL CONDOMINI	UNIT 306	TRACYS 2 LOT 1A BLK A	250340 148.97
WILLIAMS, DALE L & KATHER	TRACY BABCOCK CONDOS UNIT	LOT 18-22 BLK A STORIES AD	& FRACT BLK 'AE' ALDERSON	5120 174.69
WIMPYS PALACE LLC	ROUSES 1ST ADD LOT 3A BLK	ALL LOT 3 & PORT LOT 2 &		30000 779.02
YELLOW HOUSE LLC	ROUSES 1ST ADD LOT 15-16			840 976.85
YO MAMA ENTERPRISES LLC	OP E 5' LOT 4 W 26' LOT 5	BLOCK F BARNETT CONDOS U		145780 162.98
Z & C LLC	BRIDGERVIEW CONDO UNIT 3			265240 60.67
Z & C LLC	BRIDGERVIEW CONDO UNIT 4			265250 49.76
Z & C LLC	BRIDGERVIEW CONDO UNIT 5			265260 25.49
Z & C LLC	BRIDGERVIEW CONDO UNIT 6			265270 20.02
Z & C LLC	BRIDGERVIEW CONDO UNIT 7			265280 23.54
Z & C LLC	BRIDGERVIEW CONDO UNIT 8			265290 21.23
Z & C LLC	BRIDGERVIEW CONDO UNIT 9			265300 34.13
Z & C LLC	BRIDGERVIEW CONDO UNIT 10			265310 28.22
Z & C LLC	BRIDGERVIEW CONDO UNIT 11			265320 28.22
ZELLIGE INVESTMENTS LLC	MENDENAHLL MARKETPLACE CO	UNIT R-3	ORIGINAL TOWNSITE LOT 13-	207200 156.73
ZOEMAX LLC	GUYS 1ST 60'EAST SIDE 1/2	LOT 3, EAST 114'OF 1/2 AC	LOT 4 & WEST 26' OF 1/2 A	2540 1,106.35
10 SPEED LLC	MENDENHALL MARKETPLACE CO	UNIT R-5	ORIGINAL TOWNSITE LOT 13-	145810 183.27
101 ROUSE LLC	OP SOUTH 50' LOTS 17-19	BLOCK I		30400 805.99
104 E MAIN LLC	BOZEMAN, ORIGINAL PLAT	BLOCK B LOTS 13-15	PLAT C-1-W	139560 546.66
104 E MAIN LLC	BOZEMAN, ORIGINAL PLAT	BLOCK B LOT 1A	PLAT C-1-W	100340 1,092.62
106 E BABCOCK LLC	BLACKS ADDITION LOT 11A B			5200 5,077.02
106 E BABCOCK LLC	BLACKS ADDITION TO BOZEMA	LOT 12A BLOCK B	AMENDED PLAT C-14-H	265750 719.77
115 APCH LL	OP LOTS 12-13 E 5 1/2'	LOT 14 BLOCK H		66490 970.37
115 APCH LL	OP W 22 1/2' LOT 14 & E 1	OF LOT 15 BLOCK H		30810 130.59
122 E MAIN LLC	COOPER BLOCK MIXED USE	BLDG STE 1A	ORIGINAL PLAT BOZEMAN	89680 489.89
129 EAST MAIN LLC	OP E 9' LOT 8, W 18.5' OF	LOT 9 BLK E		26740 995.26
137 E BABCOCK LLC	OP LOTS 11-12 & 22 X 60'	LOTS 11-12 BLOCK B		5190 1,227.11
22 S GRAND LLC	STORYS N49.5' LOTS 10-11	BLOCK B		14640 532.89
223 EAST MAIN COMMERCIAL	OP LOT 7A BLK D- E 16.5'	& W 10' LOT 7 PLAT C-1-Q		30900 1,511.52
23 E MAIN STREET HOLDINGS	OP W 26' 8" LOT 7 BLOCK F			26640 828.59
234 E MAIN ST LLC	OP E 2.5' LOT 8 AND ALL	LOT 9 BLOCK C		2440 634.86
24 E MAIN LLC	OP 25'E S LOT 6, LOT 7 LE	S 7 1/2' & LOT 8 BLOCK A		86220 2,487.60
27 N TRACY LLC	TRACTYS 3.5' EAST SIDE LO	6.5 X 50' SOUTHWEST CORNE	LOT 22 BLOCK A 90' NORTH	94880 870.54
28 W MAIN LLC	STORYS LOTS 6-7 E 6' LOT	N4'LOTS 15-16 & LOT 17 BL	FLORENCE CONDOS #4	141400 618.54
28 W MAIN LLC	STORYS LOTS 6-7 E 6' LOT	N4'LOTS 15-16 & LOT 17 BL	FLORENCE CONDOS #5	141340 28.47
28 W MAIN LLC	STORYS LOTS 6-7 E 6' LOT	N4'LOTS 15-16 & LOT 17 BL	FLORENCE CONDOS #9	141430 47.65
29 W MAIN LLC	TRACYS 1ST LOTS 10-12 &	E 3' LOT 13 BLOCK A	HATHHORN CONDOS UNIT 4	146610 515.43
302 EAST MENDENHALL LLC	OP PARCEL A BLOCK D PLAT	PARKING LOT		139630 580.07
321 MAIN LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEMA	MULTI LEVEL SHOP COMPLEX	139850 1,043.31

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FY26

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OWNER NAME	LEGAL DESCRIPTION		Location ID	AMOUNT ASSESSED
321 MAIN LLC	OP PORTION LOTS 15-16 ALL	LOTS 17-19 BLOCK D BOZEM	139830	12.03
35 NORTH BOZEMAN LLC	OP LOTS 12-14 BLOCK E	MULTI LEVEL SHOP COMPLEX	27520	1,216.54
35 NORTH BOZEMAN LLC	OP LOT 15A PLAT C-1-D BLO	OLD LIBRARY BUILDING	145740	376.63
400 MARION INC	OP E 1/2 LOT 10 ALL LOT 1	BLOCK A	60170	1,978.72
400 MARION INC	OP E1.33' LOT 7 ALL LOT 8	W 9.67' LOT 9 BLOCK F	26650	273.97
400 MARION INC	OP E 1.33' LOT 7 ALL LOT	27 E MAIN CONDOS UNIT D	139750	247.38
520 EAST BABCOCK LLC	ROUSES 2ND TRACT 1 LOT 1	W 9.67' LOT 9 BLOCK F	1740	841.18
702 LLC 60%-KILKERNEY PRO	OP LOT 9A BLOCK B	BLOCK A BEING 80 X 86'	60000	3,478.43
9 E MAIN LLC	OP E 19' LOT 3 & W 23'	PLAT C-1-G	96500	1,469.89
		LOT 4 BLOCK F		
		FINAL TOTALS		
		TOTAL		280,000.01
		COUNT	441	

* * * E N D O F R E P O R T * * *

Memorandum

REPORT TO: City Commission

FROM: Bernie Massey, Assistant Treasurer
Laurae Clark, City Treasurer
Kaitlin Johnson, Budget Manager

SUBJECT: Resolution for the Annual Lighting Assessments for Fiscal Year 2026

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: **Consider the Motion:** *I move to Approve the Commission Resolution for the Annual Lighting Assessments for Fiscal Year 2026*

STRATEGIC PLAN: 7.5. Funding and Delivery of City Services: Use equitable and sustainable sources of funding for appropriate City services, and deliver them in a lean and efficient manner.

BACKGROUND: Montana Code Annotated Title 7 Chapter 12 Part 43 allows for the creation of special improvement lighting districts for the purpose of lighting streets and assessing costs for installation and maintenance to property abutting thereto and collect the costs by special assessments against the property. The City has approximately 80 special lighting districts. This resolution formally levies and assesses maintenance and electrical current costs of the districts to the benefitted property owners.

UNRESOLVED ISSUES: None

ALTERNATIVES: As suggested by the City Commission.

FISCAL EFFECTS: The amount that will be assessed for all Special Improvement Lighting Districts for FY26 is \$317,300.

Attachments:

[Lighting District Resolution FY26.docx](#)
[Schedule A FY26.pdf](#)

Report compiled on: September 4, 2025



RESOLUTION XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, LEVYING AND ASSESSING MAINTENANCE AND ELECTRICAL CURRENT COSTS FOR SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICTS OF THE CITY OF BOZEMAN.

WHEREAS, certain lighting maintenance districts have been created with the City of Bozeman and;

WHEREAS, state law provides for assessing the costs of maintaining lights and furnishing electrical current annually within these lighting maintenance districts and;

WHEREAS, Section 7-12-4332, M.C.A. provides that the City shall pass a resolution levying and assessing maintenance costs.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, to wit:

Section 1

Districts and Assessments. The lighting maintenance districts and assessments to defray one hundred percent (100%) of all the costs of maintenance and lighting are hereby levied and assessed against the property and several lots, pieces and parcels thereof within the lighting maintenance districts as listed and described on Schedule “A” and Schedule “B”, attached hereto, and by this reference, said schedules are made a part hereof.

Section 2

Lot or Parcel Description. That a particular description of each lot, piece, or parcel of land with the name of the owner thereof, the total number of square feet of said property and the sum assessed and levied against such property and owner, or either, is set forth in the Schedule of each district as specified and identified in [Schedule “B”](#).

Section 3

Period of Assessment. That said assessment is to defray costs for Fiscal Year 2026 (July 1, 2025, through June 30, 2026).

Section 4

Disposition of Collections. That the assessments as collected shall be placed in the respective lighting maintenance funds and shall be used to defray the cost of maintenance and lighting as provided by law.

Section 5

Notice of Hearing. That the regular meeting of the Commission of the City of Bozeman to be held on the 23rd day of September 2025 at 6:00 p.m., at the Commission Room, City Hall, 121 N Rouse Ave., in the City of Bozeman, be designated as the time and place at which objections to the final approval of this Resolution will be heard and considered by said Commission.

Section 6

Notice. That the City Clerk of the City of Bozeman, published in the Bozeman Daily Chronicle on September 6, 2025 and September 13, 2025, a notice signed by said Clerk as such, stating that this Resolution levying and assessing the several amounts set forth in the schedule attached hereto and made a part of as aforesaid and for the purposes herein will be passed and

approved by the Commission of the City of Bozeman and is on file in the office of said City Clerk; that said Notice shall be so published, and such publication shall be made not less than five (5) days before the date set by the Commission for hearing of objections and the final approval this Resolution.

Section 7

Certification. The City Clerk is hereby directed upon final passage and approval of this resolution to certify a copy thereof to the City Finance Director of the City of Bozeman, Montana, as provided by law.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the ____ day of _____, 20____.

TERENCE CUNNINGHAM
Mayor

ATTEST:

MIKE MAAS
City Clerk

APPROVED AS TO FORM:

GREG SULLIVAN
City Attorney

Lighting District Assessment Summary

Lighting Districts		FY26 Assessment	Total Square Feet	FY26 Rate/Sq Ft
146-LIGHTING DISTRICT #284	284	\$ 4,100.00	389,633	0.010523
149-LIGHTING DISTRICT #295	295	\$ 8,100.00	6,871	1.178868
151-LIGHTING DISTRICT #362	362	\$ 2,700.00	2,553	1.057579
152-LIGHTING DISTRICT #388	388	\$ 4,100.00	4,694	0.873455
153-LIGHTING DISTRICT #400	400	\$ 600.00	4,553	0.131781
154-LIGHTING DISTRICT #420	420	\$ 300.00	422,450	0.000710
155-LIGHTING DISTRICT #423	423	\$ 800.00	2,904	0.275482
156-LIGHTING DISTRICT #453	453	\$ 3,700.00	4,666	0.792970
157-LIGHTING DISTRICT #459	459	\$ 14,100.00	1,715,280	0.008220
159-LIGHTING DISTRICT #461	461	\$ 2,500.00	232,733	0.010742
160-LIGHTING DISTRICT #462	462	\$ 1,700.00	293,479	0.005793
161-LIGHTING DISTRICT #479	479	\$ 3,400.00	5,792	0.587017
162-LIGHTING DISTRICT #480	480	\$ 17,900.00	1,828,239	0.009791
163-LIGHTING DISTRICT #484	484	\$ 400.00	2,462	0.162470
164-LIGHTING DISTRICT #490	490	\$ 700.00	1,840	0.380435
165-LIGHTING DISTRICT #491	491	\$ 700.00	4,432	0.157942
166-LIGHTING DISTRICT #508	508	\$ 9,700.00	1,278,090	0.007589
170-LIGHTING DISTRICT #637	637	\$ 10,900.00	1,423,549	0.007657
181-LIGHTING DISTRICT #670	670	\$ 2,800.00	224,207	0.012488
182-LIGHTING DISTRICT #671	671	\$ 10,600.00	980,820	0.010807
200-LIGHTING DISTRICT #672	672	\$ 14,800.00	1,773,368	0.008346
201-LIGHTING DISTRICT #673	673	\$ 3,700.00	363,480	0.010179
203-LIGHTING DISTRICT #679	679	\$ 8,200.00	845,620	0.009697
216-LIGHTING DISTRICT #680	680	\$ 11,100.00	1,742,046	0.006372
202-LIGHTING DISTRICT #681	681	\$ 8,300.00	986,126	0.008417
204-LIGHTING DISTRICT #682	682	\$ 9,200.00	1,669,605	0.005510
205-LIGHTING DISTRICT #685	685	\$ 4,700.00	1,000,810	0.004696
206-LIGHTING DISTRICT #686	686	\$ 14,300.00	1,739,456	0.008221
207-LIGHTING DISTRICT #687	687	\$ 15,800.00	1,837,603	0.008598
208-LIGHTING DISTRICT #688	688	\$ 24,900.00	5,683,040	0.004381
209-LIGHTING DISTRICT #689	689	\$ 13,200.00	1,402,086	0.009415
210-LIGHTING DISTRICT #690	690	\$ 25,400.00	2,752,321	0.009229
211-LIGHTING DISTRICT #691	691	\$ 14,600.00	607,818	0.024020
212-LIGHTING DISTRICT #692	692	\$ 13,200.00	1,148,439	0.011494
214-LIGHTING DISTRICT #694	694	\$ 3,400.00	335,450	0.010136
217-LIGHTING DISTRICT #696	696	\$ 5,200.00	835,595	0.006223
218-LIGHTING DISTRICT #697	697	\$ 2,600.00	339,479	0.007659
219-LIGHTING DISTRICT #698	698	\$ 3,900.00	515,793	0.007561
220-LIGHTING DISTRICT #699	699	\$ 3,800.00	735,237	0.005168
225-LIGHTING DISTRICT #704	704	\$ 3,000.00	342,505	0.008759
244-LIGHTING DISTRICT #734	734	\$ 700.00	106,075	0.006599
249-LIGHTING DISTRICT #743	743	\$ 500.00	3,477,217	0.000144
250-LIGHTING DISTRICT #752	752	\$ 2,800.00	4,707,878	0.000595
255-LIGHTING DISTRICT #766	766	\$ 2,500.00	584,576	0.004277
256-LIGHTING DISTRICT #776	776	\$ 7,700.00	243,631	0.031605
Grand Total Billed		\$ 317,300.00	44,604,501	

Memorandum

REPORT TO: City Commission

FROM: Bernie Massey, Assistant Treasurer
Laurae Clark, City Treasurer
Kaitlin Johnson, Budget Manager

SUBJECT: Resolution to Levy and Assess Delinquent Snow Removal Charges

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: **Consider the Motion:** *I move to Approve the Commission Resolution to levy and assess Delinquent Snow Removal Charges.*

STRATEGIC PLAN: 7.5. Funding and Delivery of City Services: Use equitable and sustainable sources of funding for appropriate City services, and deliver them in a lean and efficient manner.

BACKGROUND: Bozeman Municipal Code (BMC) 34.06 requires that property owners clear or treat snow and ice on sidewalks. In response to citizen complaints, a City Code Compliance Officer delivers notices to properties who are out of compliance. If the occupants do not respond to the notice by the date indicated, the city contracts for the removal of the snow and ice on their behalf. Property owners are then billed for the actual costs plus administrative charges incurred by the City of Bozeman. Resolution formally levies and assesses any unpaid bills for the 2024-2025 winter season.

UNRESOLVED ISSUES: None

ALTERNATIVES: As suggested by the City Commission

FISCAL EFFECTS: City budgets include contracted services for snow removal and associated revenue as is consistent with BMC. The delinquent charges proposed to be assessed would recover \$3,661.68 of expenses already incurred by the City

Attachments:

[Resolution Delinquent Snow Removal FY26.docx](#)

[Delinq Snow FY26.pdf](#)

Report compiled on: September 10, 2025



RESOLUTION

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, LEVYING AND ASSESSING A SPECIAL ASSESSMENT UPON CERTAIN SPECIFIED REAL PROPERTY IN THE CITY OF BOZEMAN, COUNTY OF GALLATIN, STATE OF MONTANA, UNLESS PROVISIONALLY EXEMPTED, TO DEFRAY THE COST AND EXPENSE FOR REMOVAL OF SNOW AND ICE FROM SIDEWALKS IN THE CITY OF BOZEMAN UNDER THE PROVISIONS OF CHAPTER 34.06 OF THE CITY OF BOZEMAN MUNICIPAL CODE.

WHEREAS, Chapter 34.06 of the Bozeman Municipal Code provides that every person in charge or control of any building or land fronting or abutting on a paved sidewalk shall remove and clear away snow and ice from said sidewalk; and

WHEREAS, Chapter 34.06 of the Bozeman Municipal Code provides that special assessments shall be made, levied and collected annually, for the costs of snow and ice removal by the City against property which person in charge or control of said property failed to remove; and

WHEREAS, Section 34.06.040 of the Bozeman Municipal Code provides that the City shall annually pass and adopt a resolution levying on assessment against each lot or parcel of land fronting or abutting on the sidewalks which said snow or ice was caused to be cleared by the City.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, to wit:

Section 1

That to defray the estimated cost and expense for removal of snow and ice from sidewalks in the City of Bozeman, plus penalties authorized by Chapter 34.06 of the Bozeman Municipal Code, an assessment is hereby levied against the property and the several lots, pieces and parcels of land thereof within the City of Bozeman as set forth in Schedule "A", which is attached hereto and made a part of, a particular description

of each lot and parcel of land with the name of the owner and/or owners and the sum assessed against the same is set forth in the assessment list in Schedule "A"; that the several sums set opposite the names of said owners and the described lots and parcels of land, are hereby levied and assessed upon and against said lots and parcels of land for said purpose; that the several sums be collected from the respective owners of said lots and parcels of land described in said assessment list and owned by them; that the said sums shall be paid and the collection thereof be made in the manner and in accordance with Chapter 34.06 of the Bozeman Municipal Code, and the laws of the State of Montana governing the collection of special assessments; that failure to pay such assessment when the same shall become due and payable shall make such persons and such lots and parcels of land liable to the penalties provided by law relative to delinquent taxes.

Section 2

That the fee for removal of snow and ice from specified sidewalks in the City of Bozeman shall be the cost of such work, including administrative and enforcement costs. Administrative and enforcement costs shall not exceed 20 percent or \$30.00, whichever is greater, per occurrence.

Section 3

That this assessment be levied and be billed in October 2025 as are all other special assessments.

Section 4

That upon all assessments levied and assessed, simple interest shall be charged at the rate of 10 percent per year from the date this assessment becomes delinquent (December 1, 2025) to the date the assessment is paid.

Section 5

That the regular session of the Commission of the City of Bozeman, Montana, to be held in the Commission Room in the City Hall of said City on the 23rd day of September 2025, at 6:00 p.m., be designated as the time and place at which objections to the final adoption of the Resolution will be heard by said Commission.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 23rd day of September 2025.

TERENCE CUNNINGHAM
Mayor

ATTEST:

MIKE MAAS
City Clerk

APPROVED AS TO FORM:

GREG SULLIVAN
City Attorney

Delinquent Snow Removal

LID	Owner	Service Address	Mailing Address	City,State,Zip	MR Acct #	Total Due
59940	HODGES, SLOAN	410 GROUSE CT	410 GROUSE CT	BOZEMAN, MT 59718	5490	\$ 344.88
69890	STEIN, LUKE R	2813 W VILLARD ST	419 W CLEVELAND ST	BOZEMAN, MT 59715	5526	\$ 135.60
78030	CHEN, YIHAN	738 ASTER AVE	5766 BLACKBIRCH ST	LAS VEGAS, NV 89148	5595	\$ 189.84
2630	BLACKWELL, BRET	223 E STORY ST	223 E STORY ST	BOZEMAN, MT 59715	8930	\$ 135.60
90630	1603 W KOCH LLC	1603 W KOCH ST	1603 W KOCH ST	BOZEMAN, MT 59715	9461	\$ 337.20
13490	COMFORT III, NORMAN D	410 S 5TH AVE	410 S 5TH AVE	BOZEMAN, MT 59715	11456	\$ 93.36
4420	COMMON PROPERTIES LLC	201 S WILLSON AVE	514 N BLACK AVE	BOZEMAN, MT 59715	11659	\$ 483.12
238260	GERARD, ERICA E	4498 SHADOWGLEN DR	4498 SHADOWGLEN DR	BOZEMAN, MT 59718	11669	\$ 296.40
370	315 S 13TH LLC	315 S 13TH AVE	2555 DEER CREEK DR	BOZEMAN, MT 59715	11687	\$ 147.12
107040	NASSAR, SAMUEL M & SHERRI L	151-155 DROULLIARD AVE	3198 SENTINEL DR	BOZEMAN, MT 59715	11692	\$ 66.48
64760	OLSON, ANDREW V	506 N YELLOWSTONE AVE	506 N YELLOWSTONE AVE	BOZEMAN, MT 59718	11694	\$ 195.12
42970	1602 W BEALL ST LLC	1602 W BEALL ST	1001 S MAIN ST STE 49	KALISPELL, MT 59901	11695	\$ 353.76
187640	HALLIBURTON, LUKE & MORGAN	858 ADVANCE DR	858 ADVANCE DR	BOZEMAN, MT 59718	11725	\$ 80.40
34120	CLOVERLEAF PROPERTIES LLC	707 E PEACH ST	PO BOX 161236	BIG SKY, MT 59716	11726	\$ 802.80
						<u>\$ 3,661.68</u>

Memorandum

REPORT TO: City Commission

FROM: Bernie Massey, Assistant Treasurer
Laurae Clark, City Treasurer
Kaitlin Johnson, Budget Manager

SUBJECT: Resolution to Levy and Assess Delinquent Weed Removal Charge

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: **Consider the Motion:** *I move to Approve the Commission Resolution to Levy and Assess Delinquent Weed Removal Charges.*

STRATEGIC PLAN: 7.5. Funding and Delivery of City Services: Use equitable and sustainable sources of funding for appropriate City services, and deliver them in a lean and efficient manner.

BACKGROUND: The Code Compliance Officer sends notices to property owners in response to complaints by citizens regarding the removal of nuisance weeds and grass on or near their properties. If the owners do not respond to the notice by the date indicated, the city contracts for the removal of the weeds and grass on their behalf. The property owners are then billed for the actual costs incurred by the City of Bozeman. The property owner listed on Schedule A of the attached resolution has not paid the charges billed to them in FY25.

MC 7-22-4101. Control of nuisance weeds within municipality.

(1) The city or town council has power to:

(a) declare and determine what vegetation within the city or town shall be nuisance weeds;

(b) provide the manner in which they shall be exterminated;

(c) require the owner or owners of any property within said city or town to exterminate or remove nuisance weeds from their premises and the one-half of any road or street lying next to the land or boulevard abutting thereon; and

(d) provide, in the event the owner or owners of any of said premises neglect to exterminate or remove the nuisance weeds therefrom, for levying the cost of such extermination or removal as a special tax against the property.

(2) A noxious weed as defined in 7-22-2101 may not be declared a nuisance weed under this section.

UNRESOLVED ISSUES: None

ALTERNATIVES: As suggested by the City Commission.

FISCAL EFFECTS: Recover the charges that have been accrued due to weed abatement totaling \$995.00.

Attachments:

[Delinquent Weed Mowing Resolution FY26.docx](#)

[Schedule A-Delinquent Weed Mowing FY26.pdf](#)

Report compiled on: September 10, 2025



RESOLUTION

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, LEVYING AND ASSESSING A SPECIAL ASSESSMENT UPON CERTAIN SPECIFIED REAL PROPERTY IN THE CITY OF BOZEMAN, COUNTY OF GALLATIN, STATE OF MONTANA, TO COLLECT WEED CUTTING OR EXTERMINATING CHARGES PLUS COSTS AND EXPENSES INCURRED BY THE CITY OF BOZEMAN, AS PROVIDED FOR IN SECTION 7-22-4101, MONTANA CODE ANNOTATED AND CHAPTER 16.04 OF THE BOZEMAN MUNICIPAL CODE.

WHEREAS, Section 7-22-4101, Montana Code Annotated, and Chapter 16.04 of the Bozeman Municipal Code require the owner of any property within the city to exterminate or cut nuisance weeds from and alongside their premises; and

WHEREAS, Section 7-22-4101, Montana Code Annotated, and Chapter 16.04 of the Bozeman Municipal Code provide that in the event the owner of said premises neglects to exterminate or remove weeds therefore, a special assessment shall be made, levied and collected for the costs of cutting or exterminating said weeds.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Bozeman, State of Montana:

Section 1

That to collect weed extermination and cutting charges, an assessment is hereby levied against the responsible property and the several lots, pieces and parcels of land thereof within the City of Bozeman as set forth in Schedule "A", which is attached hereto and made a part hereof. A particular description of each lot and parcel of land with the name of the owner and/or owners and the delinquent sum assessed against the same is set forth in Schedule "A"; that the several sums set opposite the names of said owners and the described lots and parcels of land are hereby levied and assessed upon and against said lots and

parcels of land for said purpose; that the several sums be collected from the respective owners of said lots and parcels of land described in said assessment list and owned by them; that the said sums shall be paid and the collection thereof be made in the manner and in accordance with the laws of the State of Montana governing the collection of special assessments; that failure to pay such assessment when the same shall become due and payable shall make such persons and such lots and parcels of land liable to the penalties provided by law relative to delinquent taxes.

Section 2

That this assessment be levied and billed in October 2025 as are all other special assessments.

Section 3

That upon all assessments levied and assessed, simple interest shall be charged at the rate of 10 percent per year from the date this assessment becomes delinquent (December 1, 2025) to the date the assessment is paid.

Section 4

That the regular session of the Commission of the City of Bozeman, Montana, to be held in the City Commission Room, 121 N Rouse Ave., Bozeman, Montana, on the 23rd day of September 2025 at 6:00 p.m., is hereby designated as the time and place at which objections to the final adoption of the Resolution will be heard by said Commission.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 23rd day of September 2025.

TERENCE CUNNINGHAM
Mayor

ATTEST:

MIKE MAAS
City Clerk

APPROVED AS TO FORM:

GREG SULLIVAN
City Attorney

Schedule A
FY26

DELINQUENT WEED MOWING

Acct #	Owner	Service Address	Mailing Address	City,State,Zip	MR Acct #	Amount Due
118040	HARTMAN, JOHN D	4046 DIAMOND ST	232 MAMMOTH FORK DR	BOZEMAN, MT 59718	6364	\$ 155.00
27780	STERNBACH, YARON	544 N MONTANA AVE	85 SCHUYLER RD	LOUDONVILLE, NY 12211	11361	\$ 155.00
135810	ASHY LLC	622 E TAMARACK ST	1907 PINE ST	PHILADELPHIA, PA 19103	11595	\$ 280.00
101420	BG MILL LLC	714 E MENDENHALL ST	23 ANNETTE PARK DR	BOZEMAN, MT 59715	11613	\$ 405.00
					Total Due	<u>\$ 995.00</u>

Memorandum

REPORT TO: City Commission

FROM: Bernie Massey, Assistant Treasurer
Laurae Clark, City Treasurer
Kaitlin Johnson, Budget Manager

SUBJECT: Resolution to Levy and Assess Delinquent Water, Sewer, Stormwater, Garbage, Recycling and Organic Charges

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: **Consider the Motion:** *I move to Approve the Commission Resolution to Levy and Assess Delinquent Water, Sewer, Stormwater, Garbage, Recycling and Organic Charges in FY26*

STRATEGIC PLAN: 7.5. Funding and Delivery of City Services: Use equitable and sustainable sources of funding for appropriate City services, and deliver them in a lean and efficient manner.

BACKGROUND: Letters were sent out prior to July 7, 2025, on all delinquent accounts notifying the previous and new owners of the delinquent charges outstanding on final bills, as well as current owners that are not paying their monthly charges, and the process of placing those charges as a lien on the real property should they not be paid. Only the few accounts listed on Schedule A of the attached resolution remain delinquent.

MCA 7-13-4309. Procedure to collect delinquent utility charges.

(1) Sewer or water charges must be collected by the treasurer.

(2) On or before July 7 of each year, notice must be given by the city treasurer or town clerk to the owners of all lots or parcels of real estate to which sewer or water service has been furnished prior to July 1 by the city or town. The notice must specify the assessment owing and in arrears at the time of giving notice. The notice must be in writing and must state the amount of arrearage, including any penalty and interest assessed pursuant to the provisions of the city or town ordinance, and that unless the amount is paid within 30 days of the notice, the amount will be levied as a tax against the lot or parcel of real estate to which sewer or water service was furnished and for which payment is delinquent. The notice must also state that the city or town may by suit collect past-due assessments, interest, and penalties, as a debt owing the city or town, in any court of competent jurisdiction, including city court. The notice may be delivered to the owner personally or by letter addressed to the owner at the post-office address of the owner as

shown in property tax records maintained by the department of revenue.

(3) (a) Except as provided in subsection (3)(b), at the time that the annual tax levy is certified to the county clerk, the city treasurer or town clerk shall certify and file with the department of revenue a list of all lots or parcels of real estate, giving the legal description of the lot or parcel, to the owners of which notices of arrearage in payments were given and which arrearage remains unpaid and stating the amount of the arrearage, including any penalty and interest. The department of revenue shall insert the amount as a tax against the lot or parcel of real estate.

(b) In cities where the council has provided by ordinance for the collection of taxes, the city treasurer shall collect the delinquent amount, including penalty and interest, as a tax against the lot or parcel of real estate to which sewer or water service was furnished and payment for which is delinquent.

(4) A city or town may, in addition to pursuing the collection of assessments in the same manner as a tax, bring suit in any court of competent jurisdiction, including city court, to collect the amount due and owing, including penalties and interest, as a debt owing the city or town. BMC 32.02.060 Costs of Collection and Disposal – Collection and Payment – Solid Waste Fund: The rates established by resolution shall be set as monthly fees and those fees shall be included on the monthly water and sewer statement and will become delinquent if not paid by the 15th of the month in which the bill is received. If the monthly fees are not paid within thirty days after they have become delinquent the delinquent amount shall be a lien against the property against which they are severally assessed and levied until paid and discharged and shall be subject to the same penalties for delinquency in payment when due and payable as are other special assessments and levies made by the City and as authorized by the laws of the state.

BMC 40.04.1050. - Billing of charges; penalties for late payment and procedure to collect. Stormwater service charges authorized by this section shall be included with the monthly water and wastewater utility billing.

Should any user fail to pay the stormwater service charge and penalty within two months of the due date, the city may terminate water service to the property. The city may also follow the collection procedure outlined in MCA 7-13-4309.

UNRESOLVED ISSUES: None

ALTERNATIVES: As suggested by the City Commission

FISCAL EFFECTS: The proposed assessment will recover overdue charges that have accrued due to delinquent water, sewer, stormwater, garbage, recycling and organic services totaling \$14,835.07.

Attachments:

[Resolution Delinquent Utility Accounts FY26.docx](#)

[Schedule A-Delinquent Utilities FY26.pdf](#)

Report compiled on: September 10, 2025



RESOLUTION

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, LEVYING AND ASSESSING A SPECIAL ASSESSMENT UPON CERTAIN SPECIFIED REAL PROPERTY IN THE CITY OF BOZEMAN, COUNTY OF GALLATIN, STATE OF MONTANA, UNLESS PROVISIONALLY EXEMPTED, TO COLLECT DELINQUENT WATER, SEWER, STORMWATER, GARBAGE, RECYCLING AND ORGANIC CHARGES PLUS COSTS AND EXPENSES INCURRED BY THE CITY OF BOZEMAN, AS PROVIDED FOR IN SECTION 7-13-4309, MONTANA CODE ANNOTATED.

WHEREAS, Section 7-13-4309, Montana Code Annotated, provides that special assessments shall be made, levied and collected annually for delinquent water, sewer, stormwater, garbage, recycling and Organic charges in the same manner as are other special assessments and levies of the City of Bozeman; and

WHEREAS, to enforce the collection of amounts owed the City for the cost of providing water, sewer, stormwater, garbage, and recycling service in the City of Bozeman, the Commission hereby specifically levies the amounts due as set forth in Schedule "A" as an assessment.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, to wit:

Section 1

That to collect delinquent water, sewer, stormwater, garbage, recycling and organic charges in the City of Bozeman, an assessment is hereby levied against the responsible property and the several lots, pieces and parcels of land thereof within the City of Bozeman as set forth in Schedule "A", which is attached hereto and made a part hereof, a particular description of each lot and parcel of land with the name of the owner and/or owners and the delinquent sum assessed against the same is set forth in Schedule "A"; that the several sums set opposite the names of said owners and the described lots and parcels of land are hereby levied and assessed upon and against said lots and parcels of land for said purpose; that the several sums

be collected from the respective owners of said lots and parcels of land described in said assessment list and owned by them; that the said sums shall be paid and the collection thereof be made in the manner and in accordance with the laws of the State of Montana governing the collection of special assessments; that failure to pay such assessment when the same shall become due and payable shall make such persons and such lots and parcels of land liable to the penalties provided by law relative to delinquent taxes.

Section 2

That the fee for providing water, sewer, stormwater, garbage, recycling and organic service in the City of Bozeman shall be the cost of such work, including administrative and enforcement costs. Administrative and enforcement costs shall not exceed \$20.00 per delinquency.

Section 3

That this assessment be levied and billed in October 2025 as are all other special assessments.

Section 4

That upon all assessments levied and assessed, simple interest shall be charged at the rate of 10 percent per year from the date this assessment becomes delinquent (December 1, 2025) to the date the assessment is paid.

Section 5

That the regular session of the Commission of the City of Bozeman, Montana, to be held in the Commission Room at City Hall, 121 N Rouse Ave, in said City on the 23rd day of September 2025 at 6:00 p.m., and the same is hereby designated as the time and place at which objections to the final adoption of the Resolution will be heard by said Commission.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 23rd of September 2025.

TERENCE CUNNINGHAM
Mayor

ATTEST:

MIKE MAAS
City Clerk

APPROVED AS TO FORM:

GREG SULLIVAN
City Attorney

Delinquent Utility Accounts

Water, Sewer, Stormwater, Garbage, Recycling and Organics

Location ID	Current Owner	Service Address			Total Due
80970	KLUG, JIM	912 N	HUNTERS	WAY	\$ 629.03
32390	HOOLAN, FERN	611 E	LAMME	ST	\$ 198.51
138970	CZC LLC	376	GALLATIN PARK	DR	\$ 136.39
29730	HUNTER, THOMAS	705 N	MONTANA	AVE	\$ 164.13
29760	HUNTER, THOMAS	711 N	MONTANA	AVE	\$ 200.20
230260	ELLIOTT, SHARA	2978	TSCHACHE	LN	\$ 127.83
216330	CVS #8621	115 N	19TH	AVE	\$ 1,653.06
164230	STURN, JUSTIN	3147	CATTAIL	ST Unit C	\$ 65.76
12110	CHURCH OF JESUS CHRIST LDS	1316 S	5TH	AVE	\$ 55.47
35350	LDS CHURCH	2915	COLTER	AVE	\$ 11.91
157520	CLACK, JEREMY	2845 N	27TH	AVE Unit 2	\$ 11.33
183320	HALLOCK, JOSEPH & CATHERINE	2836	MEAH	LN	\$ 158.11
259730	MITCHELL, CLAIRE	4210	FORAGE	DR	\$ 38.08
71810	BROWN, MAX	1611 W	KOCH	ST Unit 16	\$ 22.67
198220	DAYTON, ALEX	1375	ADVANCE	DR	\$ 44.74
29790	DRYSDALE FAMILY LLC	420 E	ASPEN	ST	\$ 175.09
268200	CTK	1160	SAMANTHA	LN	\$ 194.91
27780	BROWN, TORY	544 N	MONTANA	AVE	\$ 368.42
78170	RUBICON GLOBAL LLC	1460 N	19TH	AVE	\$ 144.90
306810	DANIEL VAN DYKE CONSTRUCTION	6861	BLACKWOOD	RD	\$ 8.55
242880	H4L, LLC	922	WINDROW	DR	\$ 54.91
306700	DANIEL VAN DYKE CONSTRUCTION	6861	BLACKWOOD	RD	\$ 142.89
16100	KAAUAMO, MARILYN	207 S	10TH	AVE	\$ 159.20
77510	BANIS, ROBERT	1602 N	ROUSE	AVE	\$ 614.38
102820	KOENIG, THEODORE & AMANDA	10 S	YELLOWSTONE	AVE Unit 10	\$ 315.72
104230	GARY AND NICOLLE BROWN	515	MICHAEL GROVE	AVE Unit 52	\$ 171.23
73760	EBERHARD, GARY & ANNETTE	111	PONDERA	AVE Unit 2	\$ 226.14
109250	BLAIR, BRENDA	515	MICHAEL GROVE	AVE Unit 58	\$ 169.65
162620	WARFIELD, JAMES	4716	SHADOWGLEN	DR Unit A	\$ 89.30
159300	MURPHY, BRIAN	2914	WARBLER	WAY Unit 15	\$ 169.56
209120	BELL, ASHLEY	4262	CASCADE	ST Unit C	\$ 345.72
114190	LANDSGAARD, PAUL & PAM	1411	BOHART	LN	\$ 206.42
168460	MONTANA OPTICOM LLC	3810	BAXTER	LN	\$ 112.98
210710	PEUSE, DALLAS J	1013	THOMAS	DR	\$ 112.98
75530	WADE, KATHERINE	210 S	16TH	AVE Unit E	\$ 223.42
73210	NEMEC, JENNIE & CHARLES	2400	DURSTON	RD Unit 26	\$ 315.72
159630	BRESTER, LAUREN	2969	WARBLER	WAY Unit 1	\$ 315.72
239950	DICKINSON, ZACHARY	1083	ROSA	WAY	\$ 545.72
231110	ALTRINGER, NICOLLE & MICHAEL	941	SAXON	WAY Unit A	\$ 367.96
227680	GEORGE, CASEY	2935	WARBLER	WAY Unit B	\$ 545.72
87140	BRINKER, RICHARD	220 S	15TH	AVE	\$ 315.72
115520	ATENCIO, STEPHEN	10 S	YELLOWSTONE	AVE Unit 8	\$ 315.72
264780	WALLACE, BRANDON	2756	MARLYN	CT Unit B	\$ 460.26
74180	HEATH, AMANDA	1703 W	OLIVE	ST Unit 11	\$ 290.36
195440	STRIPLIN, MATT	3353 N	27TH	AVE Unit 22	\$ 79.10
189730	FIVEFOLD HOLDINGS LLC	1143	THOMAS	DR	\$ 146.15
210700	FIVEFOLD HOLDINGS LLC	1109	THOMAS	DR	\$ 103.69
109580	MCCARTER, AARON	515 N	23RD	AVE	\$ 369.84
145630	SCOUT DAC LLC	922 E	CEDAR	ST	\$ 112.98
135760	SCOUT DAC LLC	927 E	CEDAR	ST	\$ 187.92
143210	BURGER KING	1932 W	MAIN	ST	\$ 391.30
32480	ASHY LP	622 E	TAMARACK	ST	\$ 929.31
222000	MAY, BART	910 N	17TH	AVE	\$ 455.16
226580	NB STADIUM VIEW DST	2171 S	11TH	AVE	\$ 1,063.13

Total Amount Due

\$ 14,835.07

Memorandum

REPORT TO: City Commission

FROM: Alex Newby, Deputy City Clerk
Mike Maas, City Clerk
Jon Henderson, Assistant City Manager
Chuck Winn, City Manager

SUBJECT: Appointment to the Board of Ethics

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Citizen Advisory Board/Commission

RECOMMENDATION: **Consider the Motion:** *I move to appoint two members to the Board of Ethics with terms expiring July 31, 2027.*

STRATEGIC PLAN: 1.2 Community Engagement: Broaden and deepen engagement of the community in city government, innovating methods for inviting input from the community and stakeholders.

BACKGROUND: The Board of Ethics has two vacant position due to term expirations as of July 31, 2025. The City Clerks' Office published legal notice for this vacancy. The City Clerks' Office has received one new application and both current members reapplied.

[Ordinance No. 1726](#), finally adopted in November 2007, established the creation of a three member Board of Ethics. In May of 2009, [Ordinance No. 1759](#) was finally adopted which revised 1726. According to Ordinance 1759:

- A. There is created a Board of Ethics consisting of three (3) members who shall serve without compensation unless the governing body provides otherwise. Members of the Board of Ethics shall not be elected officials, full-time appointed officials whether exempt or nonexempt, or City employees, nor shall they be currently serving on any other City board or commission.
- B. Members of the Board shall be residents of the City.
- C. Board members shall be appointed by the governing body. An appointment to fill a vacancy shall be made by the appointing authority who appointed the member who formerly held the position which is vacant.
- E. Board members shall serve staggered terms of two (2) years. A member shall hold office until a member's successor is appointed.

This board currently has one vacant position. The City Clerk's Office has

received two applications with their relevant qualifications indicated below.

1. **Two positions with terms expiring July 31, 2027** | Qualifies: R. Bazzle, M. Bond, S. Rushing

Applicants:

Sara Rushing

Mark Bond

Ryan Bazzle

There is no Commission liaison for this board.

Board of Ethics appointments are Commission appointments.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by the City Commission.

FISCAL EFFECTS: None.

Attachments:

[06-17-25 - CAB Applications - Ryan Bazzle.pdf](#)

[05-28-25 - CAB Applications - Sara Rushing.pdf](#)

[06-18-25 - CAB Applications - Mark Bond.pdf](#)

Report compiled on: September 8, 2025

WELCOME

Thank you for your interest in joining a City Board. The City of Bozeman elected officials and staff believe in the value of public participation and local governance in the decision-making process and encourage all interested members of our community to apply. As set forth in [Resolution 5323](#), the City is committed to building Boards that advance the City's goals of increasing diversity, equity, and inclusion. Because of this goal, the City is actively working to achieve membership that reflects, at the least, the demographics of our community. Women, minorities, individuals with disabilities, veterans, and other underrepresented groups are encouraged to apply.

CONTACT INFORMATION

The City will need to communicate with all board members via email for a number of annual communications, so a valid email address is required for all applicants. Please notify the City Clerks' Office if your email address changes for any reason.

The City will need to communicate with all board members via email for a number of annual communications, so a valid email address is required for all applicants. Please notify the City Clerks' Office if your email address changes for any reason.

Please note that your application will become public information. All required fields are marked with a red asterisk *.

STANDARDS OF CONDUCT

Each official and employee serving on a multimember agency is expected to devote the time and effort necessary to ensure the successful functioning of such agency ([Bozeman Municipal Code, Section 2.03.490.C.](#)). Additional standards of conduct and norms are included in [Resolution 5323](#) and [Ordinance 2157](#).

Applicant Information

* Full Name
Ryan Bazzle

* Residential Address
77 Sheridan Place
Bozeman MT 59718

* Primary Phone
(304) 539-3627

* **Current Occupation**
Montana Air National Guard Aircraft Mechanic

* **Employer**
Montana Air National Guard

* **Email**
bazzle2121@gmail.com

Which position are you applying for?
Board of Ethics

Do you live in City Limits? (Some positions do require you live within Bozeman city limits, while others do not.)
Yes

How long have you lived in the Bozeman Area?
1-5 years

* Have you ever served on a City or County Board or Commission?
No

Where, how long, and what Board?
SKIPPED

* **Please describe your professional and personal experiences, interest, and qualifications that make you a good fit for this board.**
As a member of the Montana Air National Guard and a political science student at MSU, I'm deeply interested in how local government shapes our community. I believe public trust in elected officials is essential, and I'm committed to helping ensure Bozeman's leaders are held to clear, fair ethical standards that reflect our shared values. My military service gives me a disciplined, service-driven perspective that I believe adds a valuable perspective to the board.

* **The City of Bozeman strongly values diversity, equity and inclusion (DEI). Describe any efforts you have engaged in to expand your understanding of DEI.**
Growing up in West Virginia, I had limited exposure to diverse backgrounds. That changed in the Air Force, where I trained alongside people from all racial, cultural, and economic walks of life—from Brazil to inner-city Mississippi. This experience deepened my understanding of the varied lived realities that shape our country and highlighted the importance of inclusion, respect, and empathy.

References

Please provide name, phone, and email contact information for two references.

* Reference #1 Full Name

Allen Siegler

* Phone

(858) 922-6938

* **Email**

allensiegler@gmail.com

* Reference #2 Full Name

Jason Waybright

* Phone

(304) 550-6459

* **Email**

jason.waybright@icloud.com

* The Bozeman City Charter, voted in by the citizens of Bozeman in 2008, requires annual ethics training. If appointed, do you understand you will be expected to take online and in person ethics training?

Yes

How did you hear about this board or vacancy?

I was looking for meaningful ways to get involved in my community and discovered this vacancy while exploring opportunities to serve locally.

Is there any other information that you feel we need to know?

I bring a unique perspective as someone from West Virginia who chose to make Montana home—joining the Montana Air National Guard and studying at MSU. My background, commitment to this community, and student perspective offer valuable insight that I believe would benefit the board. I’m passionate about public service, ethics, and good governance, and I want to help ensure that local decisions are made with integrity, fairness, and transparency for all residing in Bozeman.

If you have a disability that requires assistance or need accommodations, please contact our ADA Coordinator, Max Ziegler, at [406.582.2439](tel:406.582.2439).

Please note that for most City Boards, materials are distributed electronically for each meeting.

Your application and all information submitted is considered a public record. All applications are included in the City Commission’s Meeting materials for consideration which are electronically archived and available to the public.

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Applicant Information

* Full Name
Sara Rushing

* Residential Address
208 Westridge Dr.
Bozeman MT 59715

* Primary Phone
(406) 600-8919

* **Current Occupation**
Professor of Political Science

* **Employer**
Montana State University

* **Email**
salarushing@hotmail.com

Which position are you applying for?

Board of Ethics

Do you live in City Limits? (Some positions do require you live within Bozeman city limits, while others do not.)

Yes

How long have you lived in the Bozeman Area?

11 years or more

* Have you ever served on a City or County Board or Commission?

Yes

Where, how long, and what Board?

I have served on the Board of Ethics since 2019, and have served one term as Chair.

* Please describe your professional and personal experiences, interest, and qualifications that make you a good fit for this board.

I am a political theorist who specializes in democratic theory and virtue ethics. But the best experience for serving on this board is having served on the board! It has been an honor to see the board streamline certain processes and support the ongoing development of the ethics training curriculum.

* The City of Bozeman strongly values diversity, equity and inclusion (DEI). Describe any efforts you have engaged in to expand your understanding of DEI.

I served as the co-director for an institution-wide grant at MSU from 2012 - 2017, that focused on broadening participation of women in STEM. We used five years and \$3.5 million to weave DEI knowledge, support and efforts into the university as a whole. In my teaching, I also focus on disability studies, feminist theory, and theories of emancipation more broadly (race, class, etc).

References

Please provide name, phone, and email contact information for two references.

* Reference #1 Full Name

Eric Austin

* Phone

(406) 599-2562

* **Email**

eaustin@montana.edu

* Reference #2 Full Name

Linda Young

* Phone

(406) 577-4441

* **Email**

lindayoung.ly@gmail.com

* The Bozeman City Charter, voted in by the citizens of Bozeman in 2008, requires annual ethics training. If appointed, do you understand you will be expected to take online and in person ethics training?

Yes

How did you hear about this board or vacancy?

I was invited to apply in 2019.

Is there any other information that you feel we need to know?

SKIPPED

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Applicant Information

* Full Name

Mark Bond

* Residential Address

1127 N Spruce Dr
Bozeman MT 59715

* Primary Phone

(406) 570-7397

* **Current Occupation**

Community Engagement Manager

* **Employer**

One Valley Community Foundation

* **Email**

bond.markg@gmail.com

Which position are you applying for?

Board of Ethics

Do you live in City Limits? (Some positions do require you live within Bozeman city limits, while others do not.)

Yes

How long have you lived in the Bozeman Area?

11 years or more

* Have you ever served on a City or County Board or Commission?

Yes

Where, how long, and what Board?

Currently wrapping up my first term on the Board of Ethics

* **Please describe your professional and personal experiences, interest, and qualifications that make you a good fit for this board.**

I'm a standing member of the board and have played a central role in navigating one of the most consequential series of events to come before the board in decades. My institutional knowledge and experience gained during my first term set me up to be a clear benefit during another two-year term.

* **The City of Bozeman strongly values diversity, equity and inclusion (DEI). Describe any efforts you have engaged in to expand your understanding of DEI.**

I have attended trainings, book clubs, and other events about the concepts of DEI in multiple workplaces throughout my career, I have worked for BIPOC and LGBTQ+ elected officials in official capacities, and more.

References

Please provide name, phone, and email contact information for two references.

* Reference #1 Full Name
Sara Rushing

* Phone
(406) 994-5165

* **Email**
sara.rushing@montana.edu

* Reference #2 Full Name
Greg Sullivan

* Phone
(406) 595-5749

* **Email**
gsullivan@bozeman.net

* The Bozeman City Charter, voted in by the citizens of Bozeman in 2008, requires annual ethics training. If appointed, do you understand you will be expected to take online and in person ethics training?
Yes

How did you hear about this board or vacancy?
SKIPPED

Is there any other information that you feel we need to know?
SKIPPED

If you have a disability that requires assistance or need accommodations, please contact our ADA Coordinator, Max Ziegler, at [406.582.2439](tel:406.582.2439).

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Memorandum

REPORT TO: City Commission

FROM: Chris Saunders, Community Development Manager
Erin George, Community Development Director

SUBJECT: Appointment of Ben Lloyd to vice chair of the Community Development Board.

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Administration

RECOMMENDATION: **Consider the Motion:** *I move to Appoint Ben Lloyd to vice chair of the Community Development Board.*

STRATEGIC PLAN: 1.2 Community Engagement: Broaden and deepen engagement of the community in city government, innovating methods for inviting input from the community and stakeholders.

BACKGROUND: **Consider the Motion:** *I move to appoint Ben Lloyd to Vice Chair of the Community Development Board.*

UNRESOLVED ISSUES: None.

ALTERNATIVES: As per Commission prerogative.

FISCAL EFFECTS: None.

Report compiled on: September 16, 2025

Memorandum

REPORT TO: City Commission

FROM: Sarah Rosenberg, Planner
Brian Krueger, Development Review Manager
Erin George, Community Development Director

SUBJECT: Appointment of Mike Wiseman to vice chair of the Historic Preservation Advisory Board.

MEETING DATE: September 23, 2025

AGENDA ITEM TYPE: Administration

RECOMMENDATION: **Consider the Motion:** *I move to Appoint Mike Wiseman to vice chair of the Historic Preservation Advisory Board.*

STRATEGIC PLAN: 1.2 Community Engagement: Broaden and deepen engagement of the community in city government, innovating methods for inviting input from the community and stakeholders.

BACKGROUND: **Consider the Motion:** *I move to appoint Mike Wiseman to Vice Chair of the Historic Preservation Advisory Board.*

UNRESOLVED ISSUES: None.

ALTERNATIVES: As per Commission prerogative.

FISCAL EFFECTS: None.

Report compiled on: September 16, 2025