BOZEMAN MT

THE CITY COMMISSION OF BOZEMAN, MONTANA

REGULAR MEETING AGENDA

Tuesday, June 2, 2026

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. Adaptive listening devices and handheld microphones are available for use by audience members upon request.

How to Participate:
If you are interested in commenting in writing on items on the agenda please send an email to comments@bozemanmt.gov 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 and oral comments are usually limited to three (3) minutes.
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*
United States Toll
+1 669 900 9128
Access code: 933 7244 1920

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

C. Changes to the Agenda

D. FYI

E. Commission Disclosures

F. Consent
Public comment on items within the Consent Agenda will be called for prior to the City

Commission vote for approval. Oral comments are usually limited to three (3) minutes.

F.1 Accounts Payable Claims Review and Approval (Edwards)

F.2 Authorize the City Manager to Sign an Open Space Levy Grant Agreement with Gallatin County for the Bozeman Sports Park Central Pedestrian Pathway Project.(Grabinski)

F.3 Authorize the City Manager to Sign a Bozeman Parks and Trails Community Grant Agreement with Human Resource Development Council for Community Garden Planting and Maintenance at Story Mill Community Park(Jadin)

F.4 Authorize the City Manager to Sign a Notice of Award and Contract Documents, Once Received, to AV Construction, Inc. for Construction of the 2026 Curb and Sidewalk Improvements Project(Gamradt)

F.5 Authorize the City Manager to Sign a Notice of Award and Associated Construction Documents with Montana Lines for City of Bozeman Pedestrian Crossing & Lighting Projects: North 7th Avenue Pedestrian Crossing, 5th Avenue Pedestrian Lighting, and Main Street Lighting Packages 2 & 3(DiTommaso)

F.6 Authorize the Mayor to Sign a Findings of Fact and Order for the Gran Cielo Phase 3 Major Subdivision Preliminary Plat, Application 25703 (Quasi-Judicial)(Garber)

F.7 Authorize the City Manager to Sign an Interlocal Site License Agreement with the Gallatin County Solid Waste Management District and Gallatin County for the Bozeman Convenience Site(Ross)

F.8 Authorize the City Manager to Sign an Intergovernmental Cooperative Agreement with Bozeman School District 7 for the Whittier Elementary School Parking Lot Construction(DiTommaso)

F.9 Authorize the City Manager to Sign a Professional Services Agreement with Sanbell for McIlhattan Road Construction Bidding Services(Ross)

F.10 Authorize the City Manager to Sign a Professional Services Agreement with Pioneer Technical Services to Assist with Expansion of the Downtown Urban Renewal District and Preparation of a Statement of Conditions Contributing to Blight(Staley)

F.11 Authorize the City Manager to sign a Professional Services Agreement with Peck Forestry, Inc. for Sourdough Municipal Watershed Fuels Reduction Activities(Heaston)

F.12 Authorize the City Manager to Sign a Professional Services Agreement with TD&H Engineering to Assist with Downtown Special Improvement Lighting District Consolidation and Feasibility Analysis(Staley)

F.13 Authorize the City Manager to Sign a First Amendment to the Professional Service Agreement with Rocky Mountain Supply Inc. for Bulk Fuel Delivery to Multiple City Sites(Bearzi)

F.14 Authorize the City Manager to Sign a Third Amendment to the Professional Services

Agreement with DOWL, LLC for the MSU Interceptor Improvements Project(Gamradt)

F.15 Resolution for the Creation of Special Improvement Lighting District 797 URBAN + FARM PHASE 2(Hodnett)

F.16 Resolution for the Creation of Special Improvement Lighting District 798 SOUTH RANGE CROSSING SUBDIVISION (SRX) - PHASE 4(Hodnett)

F.17 A Resolution Declaring the Intent of the Commission to Change the Name of Graf Street to East Graf Street for the segment of Graf Street east of Tracy Avenue(Lonsdale)

F.18 A Resolution Declaring the Intent of the Commission to Change the Name of Thomas Drive to North 27th Avenue(Lonsdale)

F.19 Resolution Authorizing the City Manager to Sign Change Order Number One with Field Turf, USA Inc. for Bozeman Sports Park Field 13 Construction(Jadin)

F.20 Approve a Resolution Authorizing Change Order Number 2 to the 2025 South Black Avenue Sewer Renovations Project(Gamradt)

F.21 Resolution for the Adoption of the Hanson Lane Annexation, Annexing 9.979 Acres, Application 25775(Mieras)

F.22 Authorize the Mayor to Approve the Special Improvement District 789 (Riverside Neighborhood) Bond Resolution, Series 2026 and the Subordinate Lien Revenue Bond Resolution, Series 2026A from the Department of Natural Resources and Conservation Water Pollution Control State Revolving Loan Program.(Funk)

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

Public comment on items within the Consent II Agenda will be called for prior to the City Commission vote for approval. Oral comments are usually limited to three (3) minutes.

G.1 Ordinance for the Provisional Adoption of a Zoning Designation of R-B, Residential Mixed-Use Low-Medium District, in Association with the Annexation of 9.979 Acres, the Hanson Lane Annexation, Application 25775(Mieras)

H. 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 (3) minutes.

Written comments can be located in the Public Comment Repository.

I. Mayoral Proclamation

I.1 Proclamation of June as Pride Month in Bozeman (Morrison)

J. Special Presentation

Special presentations typically have neither public nor City Commission comment.

J.1 Multifaceted Relationship with Our Schools (McCormick)

J.2 Bozeman Public Library - Summer Learning Program Presentation (Gregory)

K. Work Session

Public comment on all work sessions will be called for prior to the City Commission conducting discussion. Oral comments are usually limited to three (3) minutes.

K.1 Budget Presentation: Enterprise Funds and Special Assessments (Hodnett)

L. FYI / Discussion

M. Adjournment

BOZEMAN MT

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: June 2, 2026

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 June 3, 2026.

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

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Addi Jadin, Park Planning and Development Manager
Jamie Grabinski, Procurement Coordinator
Aaron Funk, Controller
Melissa Hodnett, Finance Director

SUBJECT: Authorize the City Manager to Sign an Open Space Levy Grant Agreement with Gallatin County for the Bozeman Sports Park Central Pedestrian Pathway Project.

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Grant

RECOMMENDATION: Authorize the City Manager to Sign an Open Space Levy Grant Agreement with Gallatin County for the Bozeman Sports Park Central Pedestrian Pathway Project.

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

BACKGROUND: The proposed central pedestrian pathway project supports the larger construction effort of the Bozeman Sports Park. The Bozeman Sports Park construction includes 2 new multi-purpose fields, the Phase 2 Oak Street parking lot with over 100 parking spaces, and an improved pedestrian crosswalk over Oak connecting to Gallatin High School. With this Open Space Levy grant, it will allow Parks to pave the connection between the existing fields and the Phase 2 improvements planned at the southern end in proximity to Gallatin High School. This "central spine" pathway of the park is the main bike/ped facility through the park. Completing this segment as planned with a concrete surface rather than gravel fines will improve the enjoyment of the facility for recreation outside of organized sports events as well as better accessibility for all users.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by Commission.

FISCAL EFFECTS: Total expenditures are expected to be $100,000. Expenditures will be made in the Parks Fund and will be included in the FY26 budget.

Attachments:
Grant Award Agreement_City of Bozeman_2026.pdf

Report compiled on: May 11, 2026

GALLATIN COUNTY OPEN SPACE LEVY FUND
FOR "OTHER ELIGIBLE PROJECT" FUNDING
GRANT AWARD AGREEMENT

1. **PARTIES AND CONTACT REPRESENTATIVES**: This GALLATIN COUNTY OPEN SPACE LEVY FUND FOR OTHER ELIGIBLE PROJECT FUNDING GRANT AWARD AGREEMENT (this "GRANT AWARD AGREEMENT"), is made between GALLATIN COUNTY, 311 West Main, Bozeman, MT 59715 ("COUNTY") AND CITY OF BOZEMAN, P.O. Box 1230, Bozeman, MT 59771 ("APPLICANT) and ("PROPERTY OWNER/(S)") (together APPLICANT and PROPERTY OWNER/(S), are "GRANTEES") (collectively COUNTY and GRANTEES, are "PARTIES").

   COUNTY designates the Gallatin County Chief Planning Officer, 311 West Main, Bozeman, MT 59715, as its contact representative.

   APPLICANT and PROPERTY OWNER designates Addi Jadin, Park Planning and Development Manager, P.O. Box 1230, Bozeman, MT 59771 as its contact representative.

2. **GRANT AWARD**: The COUNTY awards to GRANTEES an award of grant funds from the Open Space Levy Fund for an Other Eligible Project in the amount of $100,000 (the "GRANT AWARD").

3. **STATEMENT OF WORK**: GRANTEES shall complete the work and obligations as described in this GRANT AWARD AGREEMENT and set forth in the GALLATIN COUNTY OPEN SPACE LEVY FUNDING APPLICATION "OTHER ELIGIBLE PROJECTS" CATEGORY ("GRANTEE APPLICATION") describing the project as approved, attached to this GRANT AWARD AGREEMENT as **EXHIBIT A**, and fully incorporated herein by reference, before the expiration or termination of this GRANT AWARD AGREEMENT. The COUNTY may compensate or reimburse GRANTEES for project expenses incurred prior to the execution of the GRANT AWARD AGREEMENT if included in the GRANTEE APPLICATION, but shall otherwise not be liable to compensate GRANTEE for any work or expenses performed prior to the execution of this GRANT AWARD AGREEMENT. The COUNTY shall have no liability to compensate or reimburse GRANTEES for the delivery of any goods or performance of any services that are not specifically set forth in this GRANT AWARD AGREEMENT.

   If the project that is the subject of GRANTEE APPLICATION involves work that is not located on public land or land dedicated to public use, GRANTEE acknowledges the requirement that public access must be provided in the form of a long-term easement or land use license granting public access. GRANTEE shall record proof of such public access with the COUNTY Clerk and Recorder and furnish proof of such recordation to COUNTY. Payments to GRANTEES under the GRANT AWARD AGREEMENT may be withheld, in

the sole discretion of the COUNTY, until adequate record(s) evidencing public access have been provided to COUNTY.

4. **PAYMENTS TO GRANTEES**:

   a. **Maximum Amount**: the maximum amount payable under this GRANT AWARD AGREEMENT is the GRANT AWARD amount, as determined by the COUNTY. If the project cannot be completed for the GRANT AWARD amount, GRANTEE agrees to provide any additional funds required for the successful completion of the project. Payments to GRANTEES are limited to the unpaid, obligated balance of the GRANT AWARD. The COUNTY shall not pay GRANTEES any amount that exceeds the GRANT AWARD amount as provided above in Section 2 of this GRANT AWARD AGREEMENT.

   b. **Payment**: GRANTEES shall submit to COUNTY proof of expenditures and any other requested documentation to support costs and expenditures, including detailed invoices. GRANTEES acknowledge that payment of GRANT AWARD is contingent upon COUNTY approval of GRANTEES' submission.

      The COUNTY shall only reimburse allowable costs of project that are: reasonable and necessary to accomplish the project as set forth in the GRANTEE APPLICATION; and equal to the actual net cost to GRANTEES (e.g. the price paid minus any items of value received by GRANTEE that reduce the cost actually incurred).

5. **TERM**: The Parties' respective performances under this GRANT AWARD AGREEMENT shall be effective as the date of execution by the Parties. The GRANT AWARD AGREEMENT shall terminate on April 28, 2029, unless sooner terminated or further extended in accordance with the terms of this GRANT AWARD AGREEMENT.

   Upon request of the APPLICANT, the Gallatin County Commission may, in its sole discretion, extend the term of this GRANT AWARD AGREEMENT. A request to extend the term of the GRANT AWARD AGREEMENT shall be provided in writing at least 30 calendar days prior to the termination date of the GRANT AWARD AGREEMENT and provide an explanation and rationale for the request and explain any delays.

6. **EARLY TERMINATION IN THE PUBLIC INTEREST**: The COUNTY is entering into this GRANT AWARD AGREEMENT to support the purpose of the Gallatin County Open Space Levy and the public interest. If the GRANT AWARD ceases to further the purposes of the Gallatin County Open Space Levy or public interest, as determined by the COUNTY, or if funds used for this GRANT AWARD become unavailable, the COUNTY, in its sole discretion, may terminate this GRANT AWARD AGREEMENT in whole or in part by providing written notice to GRANTEES. If the COUNTY terminates this GRANT AWARD AGREEMENT, the COUNTY shall pay GRANTEE an amount equal to the percentage of

the total reimbursement payable under this GRANT AWARD AGREEMENT that corresponds to the percentage of work satisfactorily completed, as determined by the COUNTY, less payments previously made. Additionally, the COUNTY, in its sole discretion, may reimburse GRANTEE for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this GRANT AWARD AGREEMENT that are incurred by GRANTEES that are directly attributable to the uncompleted portion of GRANTEES' obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount designated as the GRANT AWARD.

7. **REPRESENTATIONS AND WARRANTIES**: GRANTEES make the following specific representations and warranties, each of which was relied on by the COUNTY in entering into this GRANT AWARD AGREEMENT:

    a. Standard and Manner of Performance: GRANTEES shall perform all obligations under this GRANT AWARD AGREEMENT in accordance with the highest standards of care, skill, and diligence.

    b. Legal Authority: GRANTEES warrant they possess the legal authority to enter into this GRANT AWARD AGREEMENT and have taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this GRANT AWARD AGREEMENT, or any part thereof, and bind GRANTEES to its terms. If requested by the COUNTY, GRANTEES shall provide the COUNTY with proof of GRANTEE's authority to enter into this GRANT AWARD AGREEMENT within 15 days of receiving such request.

    c. Licenses, Permits, Etc.: GRANTEES represent and warrant that they have, and that at all times during the duration of this GRANT AWARD AGREEMENT, that they shall have and maintain, in GRANTEES' sole expense, all licenses, certifications, approvals, insurance, permits, or other authorizations required by law to perform the obligations under this GRANT AWARD AGREEMENT. Additionally, all employees or agents of GRANTEES performing any services under this GRANT AWARD AGREEMENT shall hold all required licenses and certifications, if any, to perform their responsibilities.

8. **BREACH OF AGREEMENT**: In the event of a breach of the GRANT AWARD AGREEMENT, the aggrieved party shall give written notice of Breach of the GRANT AWARD AGREEMENT. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise the remedies set forth in the GRANT AWARD AGREEMENT.

9. **COUNTY REMEDIES:** If GRANTEES are in breach under any provision of this GRANT AWARD AGREEMENT and fails to cure such breach, the COUNTY, following the notice and cure period shall have all of the remedies listed in this section, in addition to all other remedies set forth in this GRANT AWARD AGREEMENT or as otherwise provided by law.

The COUNTY may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

a. Termination for Breach: In the event of GRANTEE's uncured breach, the COUNTY may terminate the entire GRANT AWARD AGREEMENT or any part of the GRANT AWARD AGREEMENT. GRANTEE shall continue performance of this GRANT AWARD AGREEMENT to the extent not terminated, if any.

   To the extent specified in any termination notice, GRANTEE shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding work with third parties.

   COUNTY shall only pay GRANTEE for accepted work received as of the date of termination. If, after termination by the COUNTY, the COUNTY agrees that GRANTEE was not in breach or that GRANTEE'S action or inaction was excusable, such termination shall be treated as a termination in the public interest, as set forth above.

   Notwithstanding any other remedial action by the COUNTY, GRANTEES shall remain liable to the COUNTY for any damages sustained by the COUNTY in connection with a breach by the GRANTEES, and the COUNTY may withhold payment to GRANTEE for the purpose of mitigating GRANTEE'S damages until such time as the exact amount of damages due to the COUNTY from GRANTEE is determined. COUNTY may withhold any amount that may be due GRANTEES as the COUNTY deems necessary to protect the COUNTY against loss including, without limitation, loss of outstanding liens and excess costs incurred by the COUNTY in procuring from third parties replacement work.

b. Remedies Not Involving Termination: The COUNTY, in its discretion, may exercise one or more of the following additional remedies:

   i. Suspend Performance: Suspend GRANTEES' performance with respect to all or any portion of the project pending corrective actions as specified by the COUNTY and COUNTY shall not be liable for costs incurred by GRANTEE after the suspension in performance.

   j. Withhold Payment: Withhold payment to GRANTEES until GRANTEES correct the work.

   k. Deny Payment: Deny payment for work not performed, or that due to the GRANTEES' actions or inactions, cannot be performed or if they were performed are reasonably of no value to the COUNTY; provided, that any denial of payment shall be equal to the value of the obligations or work not performed.

l. Removal: Demand immediate removal of any GRANTEES' employees, agents, or subcontractors from the work whom the COUNTY deems to be incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this GRANT AWARD AGREEMENT is deemed by the COUNTY to be contrary to the public interest.

10. **INDEPENDENT CONTRACTOR**: GRANTEES shall perform their duties hereunder as independent contractors and not as an employee of COUNTY. Neither GRANTEES, nor any agent or employee of GRANTEES, shall be deemed to be an agent or employee of the COUNTY. GRANTEE shall not have authorization, express or implied, to bind the COUNTY to any agreement, liability, or understanding.

11. **COMPLIANCE WITH LAW**: GRANTEES shall comply with all applicable federal and State laws, rules, and regulations in effect or as hereafter established.

12. **WAIVER AND INDEMNIFICATION:** To the fullest extent permitted by law, GRANTEES waive any and all claims and recourse against COUNTY or its officers, agents, or 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 or any obligation under this GRANT AWARD AGREEMENT, except claims arising from the intentional acts or negligence of the COUNTY or its officers, agents, or employees. To the fullest extent permitted by law, GRANTEES will indemnify, hold harmless, and defend the COUNTY and its officers, agents, and employees against any claim, damage, liability, loss, expense, fee, action or charge (including liability where activity is inherently or intrinsically dangerous), including attorney's fees (including fees of the County Attorney) arising out of GRANTEE's acts, errors, omissions, or negligence or from GRANTEES failure to comply with the requirements of this GRANT AWARD AGREEMENT or any applicable law. In the event of an action filed against COUNTY resulting from GRANTEES' performance under this GRANT AWARD AGREEMENT, COUNTY may elect to represent itself and incur all costs and expenses of suit. These obligations shall survive termination of this GRANT AWARD AGREEMENT.

13. **CHOICE OF LAW AND VENUE:** The Parties agree that this GRANT AWARD AGREEMENT shall be governed and interpreted according to the laws of the State of Montana. In the event of a dispute arising from or related to this GRANT AWARD AGREEMENT, venue shall be in the Eighteenth Judicial District of the State of Montana, in and for the County of Gallatin.

14. **INTERPRETATION:** The Parties equally having been given an opportunity to review and have reviewed this GRANT AWARD AGREEMENT, the rule of construction providing that an agreement should be construed against the drafter will not be used in the interpretation of this GRANT AWARD AGREEMENT. Words shall be given plain meaning and effect.

15. **GENERAL PROVISIONS**:

a. Assignment: The Parties, respectively, bind themselves, their successors, assigns and legal representatives to the other party with respect to all terms and conditions of this GRANT AWARD AGREEMENT. GRANTEES' rights and obligations under this GRANT AWARD AGREEMENT are personal and may not be transferred or assigned without the prior, written consent of the COUNTY. Any assignment or transfer of GRANTEES' rights and obligations approved by the COUNTY shall be subject to the provisions of this GRANT AWARD AGREEMENT.

b. Captions: The captions and headings in this GRANT AWARD AGREEMENT are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.

c. Entire Understanding: This GRANT AWARD AGREEMENT and incorporated exhibits, represent the complete integration of all understandings between the Parties related to this GRANT AWARD. This GRANT AWARD AGREEMENT supersedes all prior negotiations, or representations, either written or oral.

d. Modification: The Parties may modify this GRANT AWARD AGREEMENT by a properly executed formal amendment.

e. Notice: Any notices under this GRANT AWARD AGREEMENT must be in writing and sent by personal delivery or certified mail to the Parties' contact representatives.

f. Severability: The invalidity or unenforceability of any provision of this GRANT AWARD AGREEMENT shall not affect the validity or enforceability of any other provision of this GRANT AWARD AGREEMENT, which shall remain in full force and effect, provided the Parties can continue to perform their obligations under the GRANT AWARD AGREEMENT in accordance with the intent of the GRANT AWARD.

g. Survival of Certain GRANT AWARD AGREEMENT Terms: Any provision of this GRANT AWARD AGREEMENT that explicitly imposes an obligation on the Parties after termination or expiration of the GRANT AWARD AGREEMENT shall survive the termination

h. Non-Waiver: No waiver of any breach of this GRANT AWARD AGREEMENT will be held as a waiver of any other subsequent breach thereof.

i. Remedies Cumulative: Any remedy provided herein will be taken and construed as cumulative, and the exercise of any one remedy by the Parties shall not be to the exclusion of any other remedy.

j. Execution of GRANT AWARD AGREEMENT: The Gallatin County Clerk and Recorder will keep the original GRANT AWARD AGREEMENT. An exact unaltered copy of the original GRANT AWARD AGREEMENT has the same force and effect as the original.

k. Attorney's Fees: If it is necessary for Parties to bring an action to enforce the terms, covenants, or conditions of the GRANT AWARD AGREEMENT, the prevailing party shall be entitled to reasonable attorney fees to be set by the appropriate court, including fees of the Gallatin County Attorney.

l. No Offer Express or Implied: Transmittal, delivery, or publication of this GRANT AWARD AGREEMENT shall not be construed as an offer express or implied. COUNTY shall not be bound to the GRANT AWARD AGREEMENT unless and until this GRANT AWARD AGREEMENT has been fully executed by the Parties.

AGREED by:

COUNTY COMMISSION

_____

CHAIR Date

APPLICANT / PROPERTY OWNER

_____

Date

EXHIBIT A

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Addi Jadin, Park Planning and Development Manager
Mitch Overton, Director of Parks and Recreation

SUBJECT: Authorize the City Manager to Sign a Bozeman Parks and Trails Community Grant Agreement with Human Resource Development Council for Community Garden Planting and Maintenance at Story Mill Community Park

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Agreement - Agency/Non-profit

RECOMMENDATION: Authorize the City Manager to Sign a Bozeman Parks and Trails Community Grant Agreement with Human Resource Development Council for Community Garden Planting and Maintenance at Story Mill Community Park

STRATEGIC PLAN: 6.5 Parks, Trails & Open Space: Support the maintenance and expansion of an interconnected system of parks, trails and open spaces.

BACKGROUND: The Bozeman Parks and Trails Community Grant Program (Community Grant Program) replaces the former Parks Improvement Grant Program. The Community Grant Program is administered by the Bozeman Parks and Recreation Department utilizing a portion of Cash-In-Lieu of Parkland funds in the Park Land Trust Fund which are budgeted, reviewed, and ultimately allocated by the City Commission during the budgeting process. The Bozeman Parks and Urban Forestry Board, with assistance from Parks and Recreation Staff, reviews applications and awards the allocated grant funding when appropriate. All Community Grant funding awards must meet State and local requirements for the utilization of cash-in-lieu of parkland funds.

The Urban Parks and Forestry Board recommended funding of the Human Resource Development Council (HRDC) and Montana Indigenous Food Sovereignty Initiative (MIFSI) request for $20,700 in 2026 to support their annual efforts to plant and maintain the community gardens at Story Mill Community Park with significant volunteer labor, as described in the grant application.

UNRESOLVED ISSUES: NA

ALTERNATIVES: Per Commission

FISCAL EFFECTS: Funding for the Community Grant Program is authorized in the FY26 budget

with a total amount of $220,000 from the Cash-in-Lieu / Park Land Trust Fund.

Attachments:
HRDC-Cultivating-Community.docx
HRDC-Exhibit-A_Story-Mill-Community-Garden-Application.pdf

Report compiled on: August 1, 2025

2056CITY OF BOZEMAN GRANT AGREEMENT

Human Resource Development Council 2025 Parks Community Grant

THIS AGREEMENT is made and entered into this ____ day of _____, 2026 by and between the City of Bozeman, Montana, a self-governing municipal corporation operating pursuant to its Charter and the laws of the State of Montana, located at 121 N. Rouse Ave., Bozeman MT 59771 ("City") as GRANTOR and Human Resource Development Council, located at 206 East Griffin Street, Bozeman, MT 59715 (HRDC") as GRANTEE.

WHEREAS, on October 17, 2005 the Bozeman City Commission adopted Resolution No. 3866 establishing policies for the granting of funds from the City of Bozeman to a requesting entity; and

WHEREAS, HRDC submitted a grant application (Exhibit A) to the City Commission's Urban Parks and Forestry Board ("the Grant") requesting $41,400 for garden planting and maintenance in 2025 and 2026; and

WHEREAS, the City Commission may make grants of money for public purposes pursuant to Sect. 7-1-4124(9), MCA; and

WHEREAS, the City Commission determines the granting of funds under this Agreement is for a public purpose benefitting the community in the creation of a welcoming, multi-use space where culture, connection, health, and land stewardship come together as encouraged in the Parks, Recreation and Active Transportation Plan and other City plans and priorities;

WHEREAS, on June 25, 2024, the Commission appropriated $220,000 for the 2025 Bozeman Parks and Trails Community Grant Program; and

WHEREAS, on July 24, 2025 the Urban Parks and Forestry Board recommended funding of the community garden in the amount of $20,700 for the 2026 growing season and for the Parks and Recreation Director to submit a Grant Agreement to the City Commission for approval.

THE PARTIES AGREE:

1. **The Grant.** The City will grant and release to GRANTEE a sum of up to Twenty Thousand Seven Hundred dollars ($20,700.00) from its Park Land Trust Fund (the "Grant") pursuant to the payment terms in Section 3.

2. **Use of Grant Funds.** Grant funds in the amount of up to Twenty Thousand Seven Hundred dollars ($20,700.00) will be used by GRANTEE for the sole purposes of planting and maintaining the community gardens at Story Mill Community Park as

described in the Parks Community Grant Application, attached hereto as Exhibit A and by this reference incorporated herein.

3. **Payment of Grant Funds**

    a. GRANTEE may request Grant funds by providing proof of expenses paid. Acceptable forms of proof of payment shall be as determined in the sole discretion of the City's Director of Finance.
    b. Unless otherwise approved by the Director of Finance, any funds from the Grant not awarded during the fiscal year ending June 30, 2027 will remain in the City's Park Land Trust Fund and will be available for other appropriation.
    c. The City will have no obligation to pay any Grant funds unless at the time of the request for payment (i) all of GRANTEE's representations as set forth in Section 4 are true and correct, and (ii) GRANTEE is not in breach of any term of this Agreement. If any of the above conditions are not satisfied in sole the determination of the City, the City shall have no obligation to make payment and the City's determination to refrain from paying, or its inability to pay, any of the Grant funds shall not be or result in a default of this Agreement.

4. **Grantee Representations**

    a. GRANTEE has familiarized itself with the nature and extent of this Agreement and with all local conditions and federal, state and local laws, ordinances, rules, and regulations that in any manner may affect GRANTEE's performance under this Agreement.
    b. GRANTEE represents and warrants to City that it has the experience and ability to perform its obligations under this Agreement; that it will perform said obligations 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 for GRANTEE to meet this warranty.
    c. GRANTEE represents and warrants to City that the Grant funds are necessary to accomplish the financial requirements of the Emily Dickinson 2025 Park Community Grant.

5. **Reports/Accountability/Public Information.** If Grant funds are paid to GRANTEE, GRANTEE will provide to the City a formal written report that includes, at a minimum,

the proof of expenses paid. GRANTEE agrees to develop and/or provide such other documentation as requested by the City demonstrating GRANTEE's compliance with the requirements of this Agreement. GRANTEE must 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 monies provided to GRANTEE pursuant to this Agreement were used in compliance with this Agreement and all applicable provisions of federal, state, and local law. GRANTEE will retain such records for seven years after receipt of final payment under this Agreement unless permission to destroy them is granted by the City. GRANTEE shall not issue any statements, releases or information for public dissemination without prior approval of the City.

6. **Permits and Compliance With Laws.** GRANTEE will obtain, in a timely manner, all required permits, licenses and approvals, and will meet all requirements of all local, state and federal laws, rules and regulations which must be obtained or met in connection with the Project.

7. **Independent Contractor Status.** The parties agree that GRANTEE, its agents, employees, contractors, or subcontractors, are independent contractors for purposes of this Agreement and are not to be considered employees or agents of the City for any purpose. GRANTEE and its agents, employees, contractors, or subcontractors, are 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. GRANTEE, its agents, employees, contractors, or subcontractors, are not authorized to represent the City or otherwise bind the City in any way.

8. **Default and Termination.** If GRANTEE fails to comply with any condition of this Agreement at the time or in the manner provided for, the City may terminate this Agreement if the default is not cured within fifteen (15) days after written notice is provided to GRANTEE. The notice will set forth the items to be cured. If this Agreement is terminated pursuant to this Section, GRANTEE will repay to the City any Grant funds already delivered to GRANTEE for the Emily Dickinson 2025 Park Community Grant.

9. **Limitation on GRANTEE's Damages; Time for Asserting Claim**
    a. In the event of a claim for damages by GRANTEE under this Agreement, GRANTEE's damages shall be limited to contract damages and GRANTEE 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 GRANTEE wants to assert a claim for damages of any kind or nature, GRANTEE must first 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 ninety (90) days of the facts and circumstances giving rise to the claim. In the event GRANTEE fails to provide such notice, GRANTEE shall waive all rights to assert such claim.

10. **Representatives**

    a. **City's Representative.** The City's Representative for the purpose of this Agreement shall be Addi Jadin or such other individual as City may designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission must be directed to the City's Representative and approvals or authorizations will be issued only by such Representative; provided, however, that in exigent circumstances when City's Representative is not available, GRANTEE may direct its communication or submission to other designated City personnel or agents and may receive approvals or authorization from such persons.
    b. **GRANTEE's Representative.** GRANTEE's Representative for the purpose of this Agreement shall be Jill Holder or such other individual as GRANTEE designates in writing. Whenever direction to or communication with GRANTEE is required by this Agreement, such direction or communication must be directed to GRANTEE's Representative; provided, however, that in exigent circumstances when GRANTEE's Representative is not available, City may direct its direction or communication to other designated GRANTEE personnel or agents.

11. **Indemnity/Waiver of Claims/Insurance.** To the fullest extent permitted by law, GRANTEE agrees to defend, indemnify and hold the City and its agents, representatives, employees, and officers (collectively referred to for purposes of this Section as the City) harmless against all third party claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, which arise out of, relate to or result from GRANTEE's (i) negligence, or (ii) willful or reckless misconduct.

    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 indemnitee(s) which would otherwise exist as to such indemnitee(s). GRANTEE's indemnification obligations under this Section shall be without regard to and without any right to contribution from any insurance maintained by City.

    Should any indemnitee described herein be required to bring an action against GRANTEE to assert its right to defense or indemnification under this Agreement or under GRANTEE's applicable insurance policies required below the indemnitee 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 GRANTEE was obligated to defend the claim(s) or was obligated to indemnify the indemnitee for a claim(s) or any portion(s) thereof.

In the event of an action filed against 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.

GRANTEE also waives any and all claims and recourse against the City or its officers, agents or 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 "responsibility for his 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.

In addition to and independent from the above, GRANTEE shall at GRANTEE'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 GRANTEE in this Section. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by GRANTEE in this Section unless and to the extent coverage for such liability is not reasonably available.

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 and GRANTEE 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

The City of Bozeman, its officers, agents, and employees, shall be endorsed as an additional insured on a primary non-contributory basis on the Commercial General Liability policy. 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. The City must approve all insurance coverage and endorsements prior to delivery of Grant funds to GRANTEE. GRANTEE shall notify City within two (2) business days of

GRANTEE's receipt of notice that any required insurance coverage will be terminated or GRANTEE's decision to terminate any required insurance coverage for any reason.

12. **Nondiscrimination and Equal Pay.** GRANTEE agrees that all hiring by GRANTEE of persons performing this Grant Agreement shall be on the basis of merit and qualifications. GRANTEE will have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. GRANTEE 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.

    In addition, GRANTEE 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). GRANTEE must report to the City any violations of the Montana Equal Pay Act that GRANTEE has been found liable for or guilty of within 30 days of such finding for violations occurring during the term of this Agreement.

    GRANTEE shall require these nondiscrimination terms of its subcontractors providing services under this Grant Agreement.

13. **Public Meetings and Access to Public Records**

    a. Meetings of GRANTEE that pertain to the receipt or expenditure of Grant funds from the City may be subject to the open meeting requirements of Montana law, including those set forth in Title 7, Chapter 1, Part 41, MCA and Title 2, Chapter 3, MCA. To ensure compliance, GRANTEE must provide agendas for meetings that pertain to the receipt or expenditure of Grant funds covered by this Agreement to the City Clerk's office no later than 72 working hours prior to meeting for notice on the City's official posting board and any other sites deemed reasonable by the Clerk's office. In addition, meeting minutes will be kept by GRANTEE and provided to the City Clerk's office no later than 90 days after the meeting. These minutes shall be posted and made available to the public by the City Clerk's office except for those minutes taken during a closed meeting in accordance with 2-3-203, MCA. Minutes taken during a closed meeting shall also be provided to the City Clerk's office but shall be handled in accordance with the City Clerk's regular executive session protocol and kept private in a secured cabinet.
    b. In accordance with 7-1-4144, MCA and subject to any applicable legal obligation to protect and preserve individual confidential or private information, upon reasonable request and at reasonable times during normal business hours, GRANTEE shall make

such records available for inspection and copying by members of the public. GRANTEE may charge for such copying in accordance with the policies of the City, which GRANTEE hereby adopts for such purposes.

c. To determine whether a meeting or part of a meeting may be closed to the public and to determine whether information contained in GRANTEE documents is protected by law from disclosure, GRANTEE may seek a determination of the City Attorney at no cost to GRANTEE. Such request and determination shall not create an attorney-client relationship between GRANTEE and the City.

14. **Attorney's Fees and Costs.** In the event it becomes necessary for a party to this Agreement 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 shall be entitled to reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel to include City Attorney.

15. **Integration and Modification.** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party not contained in this written Agreement may be considered valid or binding. This Agreement may not be modified except by written agreement signed by both parties.

16. **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.

17. **No Assignment.** GRANTEE may not subcontract or assign GRANTEE's rights, including the right to Grant payments, or any other rights or duties arising hereunder, without the prior written consent of City.

18. **No Third Party Beneficiary.** The terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors and assigns. It is not the parties' intent to confer third party beneficiary rights upon any other person or entity.

19. **Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Montana without regard to conflict of law provisions. The Parties

agree to submit to the personal and exclusive jurisdiction of the courts located within Gallatin County, Montana.

20. **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.

21. **Severability**. If any portion of this Agreement is held to be void or unenforceable, the balance of the Agreement shall continue in effect.

22. **Counterparts**. This Agreement may be executed in counterparts, which together constitute one instrument.

23. **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.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year indicated below.

_____ Date: _____

Chuck Winn, City Manager
City of Bozeman

_____ Date: _____

Heather Grenier, President/CEO
Human Resource Development Council
GRANTEE

Approved as to form:

_____ Date: _____

Greg Sullivan, City Attorney
City of Bozeman

BOZEMAN MT Parks

COMMUNITY GRANT PROGRAM APPLICATION

PROJECT INFORMATION

Project Name: Cultivating Community: Indigenous-Led Stewardship and Education at Story Mill Commu

Location: Story Mill Community Park

Location of project within the park/public recreation area and nearest cross street:
Story Mill Community Garden is situated on the West side of the Story Mill Community Park along Bridger Drive.

APPLICATION INFORMATION

Applicant (Organization): Montana Indigenous Food Sovereignty Initiative and Human Resource Develop

Primary Contact(s): Jill Falcon Ramaker (MIFSI Director), Jill Holder (HRDC Food & Nutrition Director)

Phone Number(s): (406) 587- 4486

Email Address(es): jillfalcon.ramaker@montana.edu, jholder@thehrdc.org

FUNDING REQUEST

Funding Requested: 2026: $20,700, 2027: $20,700

Match Provided by Applicant FINANCIAL (IF APPLICABLE/NOT REQUIRED): N/A

Match Provided by Applicant VALUE OF IN-KIND LABOR OR MATERIALS (IF APPLICABLE/NOT REQUIRED):
N/A

BRIEF PROJECT DESCRIPTION (DO NOT EXCEED SPACE PROVIDED)

This proposal seeks funding to support MIFSI and HRDC in continued collaborative management of Story Mill Community Garden, Bozeman's only publicly tended and harvested community garden providing hands-on education and recreation in food sovereignty and Indigenous-led Montana natural history. This space contributes to citywide goals for accessibility, inclusivity, access, and diversity by creating a welcoming, multi-use space where culture, connection, health, and land stewardship come together for the benefit of all community members.

Cultivating Community:
Indigenous-Led Stewardship and Education at Story Mill Community Garden

This proposal seeks funding from the City of Bozeman's Community Grant Program to support the Montana Indigenous Food Sovereignty Initiative (MIFSI) and the Human Resource Development Center (HRDC) in continued collaborative management of Story Mill Community Garden, located in Story Mill Community Park. This initiative will expand a uniquely structured public garden model that invites all people to learn, grow, harvest, and connect. Established in 2019 in partnership with HRDC, Trust for Public Land and the City of Bozeman, Story Mill Learning Garden is Bozeman's only publicly tended and harvested community garden. This space has invited the entire community to share collaboratively in the responsibility of planting, cultivation, and harvest. Members of our community have been welcomed through the gates and encouraged to participate within their capacity, even if that capacity is just gleaning the food they may need to feed themselves. Through culturally rich programming rooted in Indigenous knowledge, and an understanding that our indigenous community are the stewards of generations of relationship with this land in the Valley of The Flowers, this garden provides hands-on education in food sovereignty and Montana natural history. This space contributes to citywide DEI goals by creating a welcoming, multi-use space where culture, health, land stewardship come together for the benefit of all community members.

A. <u>PRAT Theme 1: Welcoming, Equitable Access</u>

Located within Story Mill Park, the garden offers a welcoming space where community members can connect with the land through leisure, learning, and shared access to fresh food. It follows an open-access model—with no locked gates or assigned plots—so individuals of all ages and abilities are welcome to join in, on their time, and take part in different phases of the growing season. This flexible, inclusive approach removes barriers that often prevent people from participating, making the garden a truly accessible and community-driven space.

B. <u>PRAT Theme 2: Programs, Places, and Partnerships</u>

Collaboratively managed by HRDC and MIFSI, the garden embodies a successful partnership between the City, Indigenous leadership, and the public, centering community priorities such as education, connection, recreation, food security, and a strong sense of place. For seven years, The HRDC, MIFSI and MSU's Buffalo Nations (BNFSI) have hosted structured and unstructured programming, volunteer days, and community-building events, often centered around shared harvests and meals in the garden. This programming is grounded in Indigenous ways of knowing, emphasizing traditional knowledge sharing, storytelling, and honoring the relationship to the land.

Programming has and will continue to support and amplify these efforts by promoting Indigenous knowledge, ecological stewardship, and community involvement. It will facilitate

workshops, presentations, and replication efforts designed to respond to diverse community needs and foster inclusive engagement across the region.

The project team will develop clear, public-facing guides—such as the **"Bozeman Community Garden Guide"** and **"Gardening in the Valley of the Flowers"**—drawing on resources from **MIFSI**, **BNFSI**, and the local extension office at Montana State University. These materials offer practical, culturally grounded guidance for starting and growing gardens in a short growing season, designed with accessibility in mind to meet the needs of underserved community members.

C. PRAT Theme 4: Natural Resources

Low Impact & High Yield:
The garden is designed using ecologically responsible practices deeply rooted in Indigenous farming knowledge, which emphasizes harmony with natural systems rather than exploitation. These traditional methods prioritize soil health, water conservation, and biodiversity, resulting in sustainable productivity that minimizes environmental footprint. By integrating these time-tested practices with contemporary sustainability goals, the garden achieves a balance between productive yield and ecological stewardship. This approach demonstrates how land can be cultivated in ways that support the long-term vitality of ecosystems while providing ample food and medicinal resources.

Habitat and Pollinators:
This effort strategically incorporates native plant species into the space. Specifically, in the portion that was developed as an edible permaculture "food forest", the garden serves as a vital refuge for pollinators and other wildlife within an urban environment. These plantings not only serve to increase biodiversity but also have created interconnected habitat corridors that support species vital to ecosystem health, such as bees, butterflies, birds, and beneficial insects. By restoring and nurturing native flora, the garden enhances ecological resilience and promotes natural pest control, contributing to healthier plant communities. Its presence in the heart of the city offers an important example of how urban green spaces can function as hubs for wildlife habitat, fostering a thriving balance between human and natural systems.

Connection to Place:
The garden functions as a living classroom where cultural and ecological teachings intertwine to foster a deep, respectful relationship with the local environment. By engaging visitors in lessons about Indigenous perspectives on land stewardship, water cycles, and seasonal rhythms, the garden encourages a holistic understanding of Place. These teachings emphasize the reciprocal relationship between people and nature, inspiring visitors to honor and protect the land, water, and living communities that sustain them. This connection to place nurtures environmental ethics that support sustainable behavior and cultivate a sense of belonging and responsibility within the broader ecosystem.

D. Tackling Local Food Security

In partnership with Gallatin Valley Food Bank, this public garden addresses growing food insecurity in Gallatin County by offering free, fresh produce to all park visitors—no registration, income verification, or barriers to access. Located within a city park, the garden serves as a community resource, offering an inclusive space where people can grow food, learn climate-adapted gardening techniques, and connect with local support services. HRDC supports volunteer coordination, food rescue, and outreach, expanding the garden's impact as a public resource for food access, education, and engagement. These partnerships reinforce the garden's role as a model of equitable, sustainable park use that advances community well-being.

Unlike traditional community garden models, this space is not divided into individually owned plots. It is designed for community-wide participation and flexibility. This model is more equitable, lowers barriers to participation, and strengthens communal relationships around food. This work stewards an ethos of abundance by recognizing and uplifting the existing strengths, knowledge, and relationships within the community. By centering cultural knowledge and shared resources, it fosters a sense of collective well-being and interdependence. As a result, both individuals and stakeholders are encouraged to engage with greater care, responsibility, and accountability toward one another and the land. This approach builds long-term capacity for community-led stewardship, resilience, and sustained impact.

E. Labor Estimates

Story Mill Garden Manager: 30 hours weekly at a rate of $23 hourly for the 30 week growing seasons of 2026 and 2027.

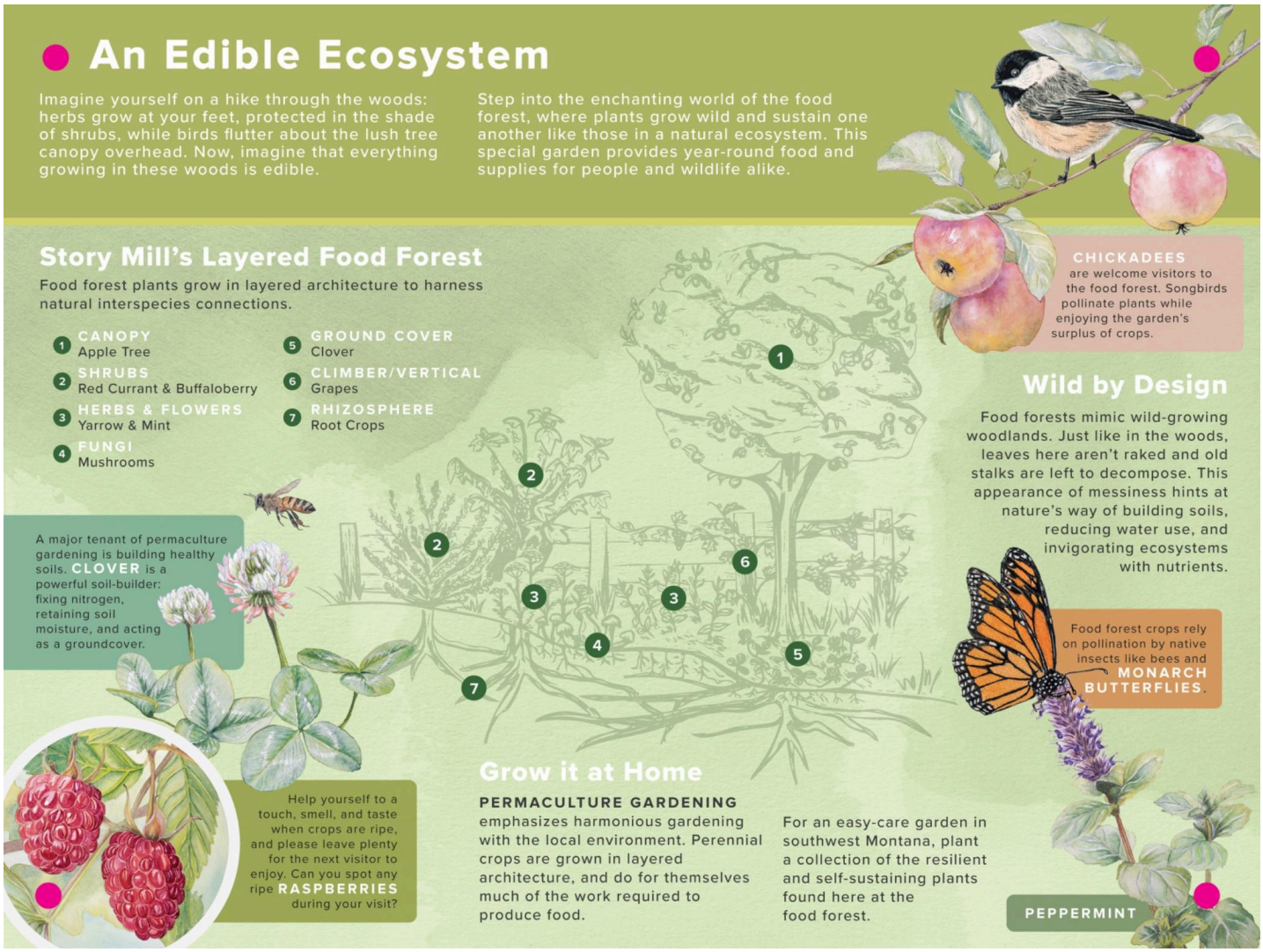
23 x 30 x 30 =20,700 x 2 =41,400 TOTAL

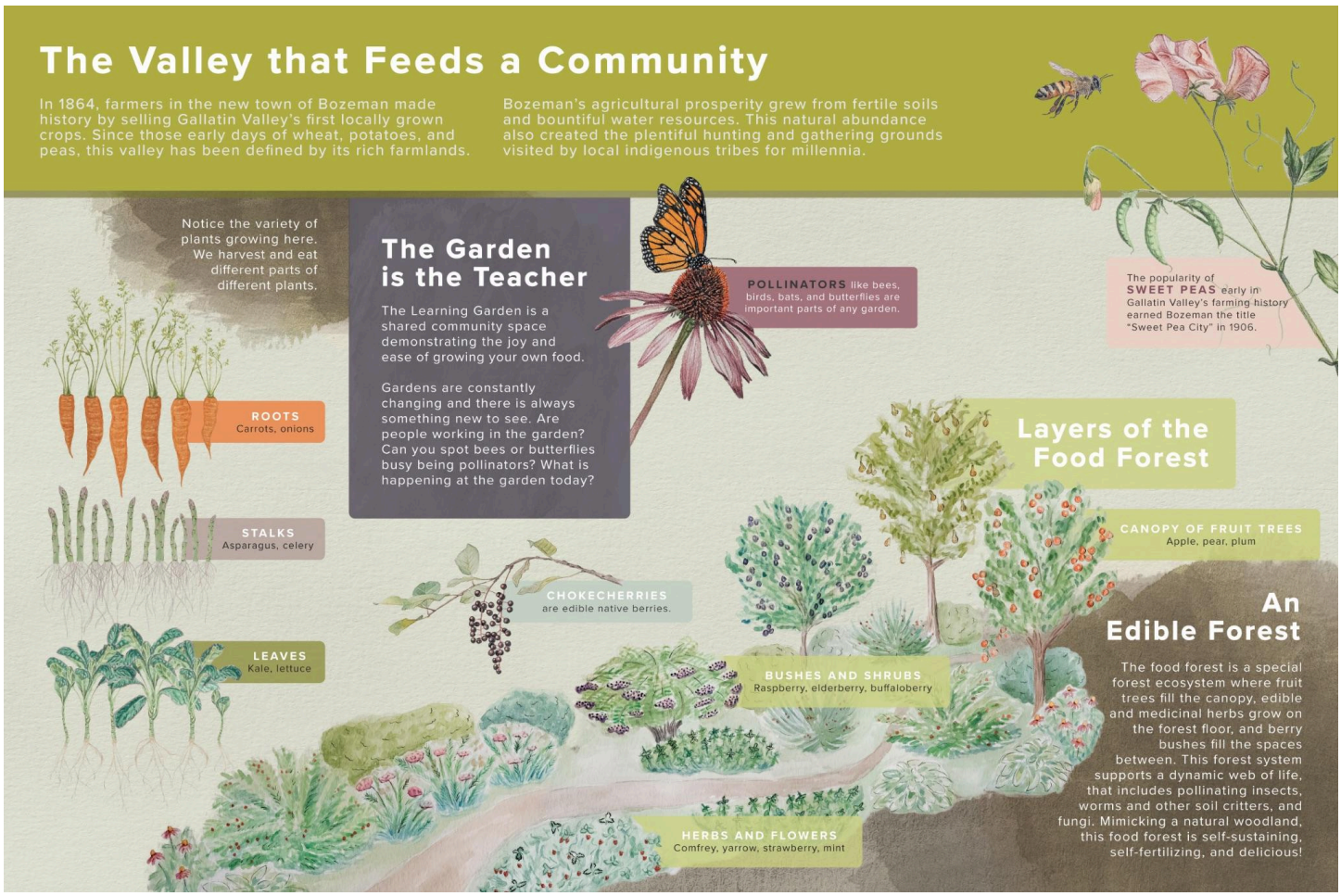
- Lead in garden planning and ongoing care, in collaboration with MIFSI Indigenous Horticulture Specialist, including soil amendments, implementation of growing methods, and harvesting.
- Planning and coordination of community engagement, education, and volunteering.
- Collaboration with stakeholders for food access and distribution.
- Tracking of impact and evaluation metrics
- Development of public garden resources and toolkit for community dissemination.

F. Evaluation Metrics

City Parks & Rec will be tagged in regular social media content posted by MIFSI and HRDC accounts featuring stories and community engagement in the garden. Seasonal progress reporting will include the following: Participation rates in programs, public use of the garden, pounds of food harvested and shared, Social Media reach metrics, community feedback and stories gathered, and distribution and adoption of resources and guides.

G. Supportive Visuals




The Valley that Feeds a Community
In 1864, farmers in the new town of Bozeman made history by selling Gallatin Valley's first locally grown crops. Since those early days of wheat, potatoes, and peas, this valley has been defined by its rich farmlands.
Bozeman's agricultural prosperity grew from fertile soils and bountiful water resources. This natural abundance also created the plentiful hunting and gathering grounds visited by local indigenous tribes for millennia.
Notice the variety of plants growing here. We harvest and eat different parts of different plants.
ROOTS
Carrots, onions
STALKS
Asparagus, celery
LEAVES
Kale, lettuce
The Garden is the Teacher
The Learning Garden is a shared community space demonstrating the joy and ease of growing your own food.
Gardens are constantly changing and there is always something new to see. Are people working in the garden? Can you spot bees or butterflies busy being pollinators? What is happening at the garden today?
POLLINATORS like bees, birds, bats, and butterflies are important parts of any garden.
The popularity of SWEET PEAS early in Gallatin Valley's farming history earned Bozeman the title "Sweet Pea City" in 1906.
Layers of the Food Forest
CANOPY OF FRUIT TREES
Apple, pear, plum
CHOKECHERRIES
are edible native berries.
BUSHES AND SHRUBS
Raspberry, elderberry, buffaloberry
HERBS AND FLOWERS
Comfrey, yarrow, strawberry, mint
An Edible Forest
The food forest is a special forest ecosystem where fruit trees fill the canopy, edible and medicinal herbs grow on the forest floor, and berry bushes fill the spaces between. This forest system supports a dynamic web of life, that includes pollinating insects, worms and other soil critters, and fungi. Mimicking a natural woodland, this food forest is self-sustaining, self-fertilizing, and delicious!

YARROW

Áóhtoksóokii

This is yarrow, our favorite Native plant In. Blackfeet, we call it Áóhtoksóokii yarrow is a powerful medicine. we use it on cuts, bites, burns, and in tea.

- Cliff

Amaia Sangroniz
Instructor and Faculty Advisor
Montana State University, Department of Food Systems, Nutrition, and Kinesiology
amaia.sangroniz@montana.edu
208-340-4461

5/30/2025

City of Bozeman
Community Grant Program
P.O. Box 1230
Bozeman, MT 59771

RE: Letter of Support for MIFSI & HRDC – Story Mill Community Garden Grant Proposal

To Whom It May Concern,

I am writing to offer my enthusiastic support for the grant proposal submitted by the **Montana Indigenous Food Sovereignty Initiative (MIFSI)** and the **Human Resource Development Council (HRDC)** for the continued stewardship and program development of the **Story Mill Community Garden**.

Since its founding in 2019 through collaboration with HRDC, the Trust for Public Land, and the City of Bozeman, the Story Mill Community Garden has served as a vital, inclusive space within our city's public park system. It stands as Bozeman's only open-access, publicly harvested garden—a place where people from all backgrounds can gather to grow food, learn from one another, and build deeper connections to land and community.

In particular, the partnership between HRDC and MIFSI has allowed this space to become more than a garden. Through programming grounded in **Traditional Ecological Knowledge**, and rooted in Indigenous stewardship of the Valley of the Flowers, the garden has offered hands-on education in sustainable growing practices, food systems, natural medicine, and community health. By removing barriers such as registration or income requirements, it creates truly equitable access to fresh food and public green space. As an instructor in Sustainable Food and Bioenergy Systems (SFBS) at MSU, I have brought undergraduate students to the garden over the past few years to demonstrate tangible examples of the sustainable food concepts we discuss in class. The field trip to the garden has been consistently named as a highlight of their experience in the SFBS program, where students see ecological, social, and economic sustainability in action.

Beyond class trips, I have personally witnessed and participated in so many beautiful moments of learning and collaboration in the garden. From showing a child what a bean plant looks like, to teaching a group of volunteers how to prep beds for planting, to sampling a wide variety of herbs and plants that you can't find in grocery stores, which all contribute to the biodiversity of our urban environment. As a Basque woman strongly connected to my cultural roots, the sense

of community and belonging I have personally experienced and witnessed at the Story Mill Community Garden has positively impacted my life in ways that cannot be quantified, and I know so many others who feel the same. With funding from the City of Bozeman's Community Grant Program, I believe the Story Mill Community Garden will continue to grow as a model for inclusive public programming, food access, and culturally rooted land stewardship.

I strongly urge your support of this proposal.

Sincerely,
Amaia Sangroniz
Instructor and Faculty Advisor
Montana State University, Department of Food Systems, Nutrition, and Kinesiology

May 29, 2025

City of Bozeman
Community Grant Program
P.O. Box 1230
Bozeman, MT 59771

RE: Letter of Support for MIFSI & HRDC – Story Mill Community Garden Grant Proposal

To Whom It May Concern,

I am writing to express my enthusiastic support for the grant proposal submitted by the **Montana Indigenous Food Sovereignty Initiative (MIFSI)** and the **Human Resource Development Council (HRDC)** for the continued stewardship and program development of the **Story Mill Community Garden**.

Since its founding in 2019 through collaboration with HRDC, the Trust for Public Land, the City of Bozeman, and community partners, the Story Mill Community Garden has served as a vital, inclusive space within our city's public park system. I was one of those community partners involved with the design of the space, in particular the public food forest. It was our belief that creating a demonstration site that offered the public examples of both annual and perennial food production, while creating an 'open harvest' model, was a unique and innovative way to have people participate in a public park.

Today, the Story Mill Community Garden stands as Bozeman's only open-access, publicly harvested garden—a place where people from all backgrounds can gather to grow food, learn from one another, and build deeper connections to land and community. I have deeply appreciated how this garden has focused on inclusivity and equity, dispelling myths around food insecurity and making everyone feel welcome at the park.

In particular, the partnership between HRDC and MIFSI has elevated the garden in ways we could not have imagined. Through programming grounded in **Traditional Ecological Knowledge**, and rooted in Indigenous stewardship of the Valley of the Flowers, the garden has offered hands-on education in sustainable growing practices, food systems, natural medicine, and community health.

Letter of Recommendation

In large part thanks to the MIFSI/HRDC partnership, the Story Mill Garden is now a thriving community and cultural space that has brought together countless individuals and organizations from different backgrounds, not to mention grown hundreds of pounds of food for the community every season.

Whether it's a group of high school students doing community service, a team-building event for a company, young kids learning in the garden, Buffalo Nations MSU fellows learning about traditional ecological knowledge, or Bozeman residents taking a stroll through the garden, I have personally witnessed so many diverse people benefitting from this space.

With funding from the City of Bozeman's Community Grant Program, I believe the Story Mill Community Garden will continue to grow as a model for inclusive public programming, food access, and culturally rooted land stewardship.

I strongly urge your support of this proposal.

Sincerely,

Kareen Erbe
Owner
Broken Ground

406.600.7881 brokengroundpermaculture.com 1505 Bridger Drive, Bozeman, MT kareen.erbe@gmail.com

Ali Moxley
Food and Agriculture Grant Consultant
A.Moxley Consulting
a.moxley.consulting@gmail.com
678-789-9521

5/30/25

City of Bozeman
Community Grant Program
P.O. Box 1230
Bozeman, MT 59771

RE: Letter of Support for MIFSI & HRDC – Story Mill Community Garden Grant Proposal

To Whom It May Concern,

I am writing to offer my enthusiastic support for the grant proposal submitted by the Montana Indigenous Food Sovereignty Initiative (MIFSI) and the Human Resource Development Council (HRDC) for the continued stewardship and program development of the Story Mill Community Garden through the Bozeman's Community Grant Program.

Since its founding in 2019 through collaboration with HRDC, the Trust for Public Land, and the City of Bozeman, the Story Mill Community Garden has served as a vital, inclusive space within our city's public park system. It stands as Bozeman's only open-access, publicly harvested garden, a place where people from all backgrounds can gather to grow food, learn from one another, and build deeper connections to land and community.

In particular, the partnership between HRDC and MIFSI has allowed this space to become more than a garden. Through programming grounded in **Traditional Ecological Knowledge** and rooted in Indigenous stewardship of the Valley of the Flowers, the garden has offered hands-on education in sustainable growing practices, food systems, natural medicine, and community health. By removing barriers such as registration or income requirements, it creates truly equitable access to fresh food and public green space.

Since the inception of the Story Mill Garden, I have had the joy of volunteering. Through this opportunity I have been able to connect with new community members and learn more about edible plants. It has been a joy to see children and adults of all walks of life engaging with this space. I have seen the profound impact Cally has had connecting children and volunteer groups with farming and food production. With funding from the City of Bozeman's Community Grant Program, I believe the Story Mill Community Garden will continue to grow as a model for inclusive public programming, food access, and culturally rooted land stewardship.

Sincerely,
Ali Moxley

Story Mill Garden volunteer

May 30, 2025

City of Bozeman
Community Grant Program
P.O. Box 1230
Bozeman, MT 59771

RE: Letter of Support for MIFSI & HRDC – Story Mill Community Garden Grant Proposal

The first time I went to this garden I looked at the signs that said an Indigenous Garden and I said “We belong here!” As a Niipoma’kiks (Chickadee) it is our responsibility to know and take care of the land. Taking care of the earth means taking care of plants and only taking what you need. Story Mill is a place I get to do this in Bozeman. I also love to go to the playground and I love that it is next door.

Kyiyo (Bear)
Bozeman First Grader
Niipoma’kiks (Chickadee) Society of the Blackfeet Nation

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM:

Kellen Gamradt, Engineer II

Nicholas Ross, Director

SUBJECT: Authorize the City Manager to Sign a Notice of Award and Contract Documents, Once Received, to AV Construction, Inc. for Construction of the 2026 Curb and Sidewalk Improvements Project

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign a Notice of Award and Contract Documents, Once Received, to AV Construction, Inc. for Construction of the 2026 Curb and Sidewalk Improvements Project.

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 includes: removal and replacement of curb, gutter and driveway approaches on North Grand Avenue between Lamme Street and Beall Street; spot sidewalk replacements where City boulevard trees have created trip hazards, installation of new sidewalk in the Valley West and The Lakes Subdivisions, and pedestrian ramp and drainage improvements at the intersection of Short Street and North 5th Avenue.

The contract is to be completed within 60 calendar days of the issuance of the notice to proceed.

Bids for the above-referenced project were opened on April 22, 2026 with 4 bids being submitted. The low bid was submitted by AV Construction Inc in the amount of $115,346.00 for the base bid schedule 1 thru 4 and miscellaneous work. The Bid Tabulation for the project is attached. This bid is commensurate with the work involved. Executed contract documents will be available online and retained in the City Clerk's office.

UNRESOLVED ISSUES: None

ALTERNATIVES: Disapprove

FISCAL EFFECTS: This project has been approved in the FY27-31 Capital Improvement Plan as project STR165 Annual Curb Spot Repair for $135,000. Funding is anticipated to be appropriated in the FY27 Operation budget paid for from the Street Maintenance Fund. New sidewalk installation in the Lakes and Valley West Subdivisions will be assessed to the adjacent property owners.

Attachments:
Bid Tab.pdf
14-NoticeOfAward.curb&sidewalk.pdf

Report compiled on: April 30, 2026

Bid Tab - 2026 Curb and Sidewalk Improvements Project

Name:	Contractor #:	Affirmation Form:	Bid Bond:	Base Bid Total:
AV Construction, Inc	157351	x	x	$115,346.00
Knife River - Belgrade	10089	x	x	$129,919.90
AX&T Dirtworks LLC	252369	x	x	$137,467.00
Terrain	Not Provided	x	x	$132,090.97

These bids were opened and read before the undersigned at 2:00 pm on Thursday, April 3rd, 2025

Mike Maas
City Clerk

Kellen Gamradt
Engineer II

Bid Check:	Delivered to Finance:	Accepted By:	Date:

BOZEMAN MT
City Clerk

NOTICE OF AWARD

Dated: **__May 19, 2026_____**

TO: __AV Construction Inc_____

ADDRESS: _476 Cayuse Trail, Bozeman, MT 59718

PROJECT: _2026 Curb & Sidewalk Improvements Project

CONTRACT FOR: **2026 Curb & Sidewalk Improvements Project**

You are notified that your Bid opened on April 22, 2026, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the: **2026 Curb & Sidewalk Improvements Project.** The Contract Price of your Contract is: ____One hundred Fifteen Thousand Three Hundred Forty Six___ Dollars **($115,346.00)**.

Three (3) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. **Three (3)** sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, that is, by_____.

1. You must deliver to the OWNER **Three (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, and the General Conditions (paragraph 6.01).
3. List other conditions precedent:
   You must deliver with the executed Agreement the Certificates of Insurance as specified in the General Conditions (Article 6) and Supplementary Conditions (paragraphs SC-6.03 and SC-6.04).

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 two fully signed counterpart of the Agreement with the Contract Documents attached.

CITY OF BOZEMAN, MONTANA

BY: _____
(**CITY MANAGER**)

ATTEST:

BY: _____
(**CITY CLERK**)

DATE: _____

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Jesse DiTommaso, Economic Development Coordinator
David Fine, Economic Development Manager
Brit Fontenot, Economic Development Director

SUBJECT: Authorize the City Manager to Sign a Notice of Award and Associated Construction Documents with Montana Lines for City of Bozeman Pedestrian Crossing & Lighting Projects: North 7th Avenue Pedestrian Crossing, 5th Avenue Pedestrian Lighting, and Main Street Lighting Packages 2 & 3

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to sign a notice of award and associated construction documents with Montana Lines for City of Bozeman Pedestrian Crossing & Lighting Projects: North 7th Avenue Pedestrian Crossing, 5th Avenue Pedestrian Lighting, and Main Street Lighting Packages 2 & 3.

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

BACKGROUND: The Midtown Bozeman Action Plan calls for strategic investment in public infrastructure to further the goals of the District. One of the major goals of the Midtown District is to improve and encourage multimodal transportation.

In FY25 & FY26, Sanbell designed a pedestrian crossing at North 7th Avenue and Aspen Street and pedestrian scale lighting on North 5th Avenue. Sanbell worked with the Downtown Urban Renewal District and Midtown Urban Renewal District on lighting packages that connect the two Districts.

In December 2025, the City Commission approved task Order 12 with Sanbell, which combined four lighting projects for construction administration, bidding services, and inspection as outlined in the attached scope of work. North 7th Avenue Ped Crossing (Task Order URD #008) 5th Avenue Pedestrian Lighting (Task Order MID 23-001) Main Street Lighting Package 2 (Task Order URD #003) Main Street Lighting Package 3 (Task Order URD #003). The projects were combined to streamline the work, reduce the overall cost, and encourage more responses to the bid.

The bid opening took place on May 15, 2026. One bid was received from Montana Lines, Inc. The bid was above the engineer's opinion of probable

cost. Elevated prices in the light poles, luminaires, and concrete created the majority of overrun. Please see the attached bid award recommendation for a more detailed summary of costs. Staff recommends moving forward with the Notice of Award.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As recommended by the City Commission.

FISCAL EFFECTS: $965,2553.70. Schedule 1 and Schedule 2 will be paid for by the Midtown Urban Renewal District. As Schedule 3 crosses through the Downtown and Midtown, it will be paid for equally by both Districts. Schedule 4 will be paid for by the Downtown Urban Renewal District. The total amount for Midtown will be $660,905.20. The total amount for the Downtown Urban Renewal District will be $304,303.50.

Attachments:
Notice of Award_Pedestrian_Crossing_Lighting_Projects_051926.pdf
Bozeman_Pedestrian_Crossing_Lighting_Projects_Recommen

Report compiled on: May 18, 2026

NOTICE OF AWARD

Date of Issuance:

Owner: City of Bozeman Economic Development | Owner's Project No.:

Engineer: Sanbell | Engineer's Project No.: 22367.07

Project: City of Bozeman Pedestrian Crossing & Lighting Projects

Contract Name:

Bidder: Montana Lines, Inc

Bidder's Address: 2800 Upper River Road; Great Falls, MT 59405

You are notified that Owner has accepted your Bid dated 5/15/26 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: City of Bozeman Pedestrian Crossing & Lighting Projects

The Contract Price of the awarded Contract is $ 965,253.70 . Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner Three (3) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): _____

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Bozeman, Montana

By *(signature)*: _____

Name *(printed)*: _____

Title: City Manager

Copy: Engineer

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May 18, 2026

Ms. Jesse DiTommaso
City of Bozeman Economic Development
121 N Rouse
Bozeman, MT 59715

SUBJECT: BID AWARD RECOMMENDATION
City of Bozeman Pedestrian Crossing & Lighting Projects
Project No. 24006.12

Dear Jesse:

On May 15, 2026, competitive bids for the above referenced project were accepted and publicly opened. A single bid was received from Montana Lines, Inc. Listed below is a summary of the verified bid relative to the engineer's opinion of probable cost:

	BIDDER	
	Engineer's Opinion of Probable Cost	Montana Lines, Inc.
Schedule I - North 7th Ave Ped Crossing	$164,889.52	$248,543.70
Schedule I - Fixed Fee	$10,000.00	$10,000.00
Schedule II - 5th Ave Ped Lighting	$259,853.60	$339,555.00
Schedule II - Fixed Fee	$15,000.00	$15,000.00
Schedule III - Main Street Lighting Package 2	$107,560.00	$90,703.00
Schedule III - Fixed Fee	$5,000.00	$5,000.00
Schedule IV - Main Street Lighting Package 3	$206,404.16	$246,452.00
Schedule IV - Fixed Fee	$10,000.00	$10,000.00
Total Bid	$778,707.28	$965,253.70

No discrepancies were noted in Montana Lines's bid. Based on this review, Sanbell recommends that the City of Bozeman move forward with a contract award to Montana Lines, Inc. in the amount of $965,253.70. A copy of the bid tabulation is attached for reference. Please call if you have any questions or would like further information.

Sincerely,

Joey Staszczuk, PE, PTOE, RSP1
Associate Principal

enclosures:
Bid Tabulation

City of Bozeman Pedestrian Crossing & Lighting Projects (#10173484)
Owner: Bozeman MT, City of
Solicitor: Sanbell
05/15/2026 03:00 PM MDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate Unit Price	Engineer Estimate Extension	Montana Lines, Inc. Unit Price	Montana Lines, Inc. Extension
Schedule I: NORTH 7TH AVENUE PED CROSSING							$164,889.52		$248,543.70
	100	100	Mobilization & Insurance	LS	1	$18,301.02	$18,301.02	$42,000.00	$42,000.00
	101	101	Sawcut, Remove and Dispose of Existing Asphalt	SY	220	$20.00	$4,400.00	$52.00	$11,440.00
	102	102	Remove and Dispose of Existing Curb and Gutter	LF	122	$10.00	$1,220.00	$11.00	$1,342.00
	103	103	Remove and Dispose of Existing Double Sided Gutter	SF	85	$10.00	$850.00	$9.00	$765.00
	104	104	Remove and Dispose of Permeable Pavers	SF	132	$10.00	$1,320.00	$13.30	$1,755.60
	105	105	Remove and Dispose of Detectable Warning Panels	SF	10	$10.00	$100.00	$27.75	$277.50
	106	106	Remove Concrete Flatwork	SF	1533	$5.50	$8,431.50	$9.00	$13,797.00
	107	107	New Double Gutter	SF	19	$15.00	$285.00	$61.00	$1,159.00
	108	108	New Asphalt	SY	169	$38.00	$6,422.00	$140.00	$23,660.00
	109	109	Concrete Curb and Gutter	LF	139	$25.00	$3,475.00	$72.00	$10,008.00
	110	110	Median Concrete Curbs	LF	350	$40.00	$14,000.00	$39.00	$13,650.00
	111	111	6-Inch Concrete Sidewalk	SF	400	$12.00	$4,800.00	$16.00	$6,400.00
	112	112	6-Inch Concrete Pedestrian Refuge	SF	125	$16.00	$2,000.00	$16.00	$2,000.00
	113	113	6-Inch Concrete Pedestrian Ramp	SF	206	$16.00	$3,296.00	$16.00	$3,296.00
	114	114	New Permeable Pavers	SF	408	$40.00	$16,320.00	$40.00	$16,320.00
	115	115	Concrete Wall	SF	15	$15.00	$225.00	$89.00	$1,335.00
	116	116	Detectable Warning Panel	SF	62	$60.00	$3,720.00	$66.50	$4,123.00
	117	117	Epoxy Pavement Markings (White)	GAL	3.3	$350.00	$1,155.00	$632.00	$2,085.60
	118	118	Epoxy Pavement Markings (Yellow)	GAL	1.4	$350.00	$490.00	$650.00	$910.00
	119	119	Epoxy Curb Markings (Yellow)	GAL	6.8	$350.00	$2,380.00	$600.00	$4,080.00
	120	120	Landscaping	LS	1	$5,000.00	$5,000.00	$4,400.00	$4,400.00
	121	121	Concrete - Foundation	CY	1.4	$2,000.00	$2,800.00	$3,500.00	$4,900.00
	122	122	Rectangular Rapid Flashing Beacon	EA	6	$8,000.00	$48,000.00	$5,400.00	$32,400.00
	123	123	Yellow Flexible Surface Mounted Delineators	EA	3	$20.00	$60.00	$200.00	$600.00
	124	124	Sign Face	EA	23	$200.00	$4,600.00	$220.00	$5,060.00
	125	125	Sign Post	EA	7	$600.00	$4,200.00	$670.00	$4,690.00
	127	127	Median Cap	SY	251	$14.00	$3,514.00	$120.00	$30,120.00
	128	128	Chip Seal Asphalt Surface	SY	135	$15.00	$2,025.00	$32.00	$4,320.00
	129	129	Remove and Dispose of Median Curb	LF	150	$10.00	$1,500.00	$11.00	$1,650.00
Schedule I: NORTH 7TH AVENUE PED CROSSING-FIXED							$10,000.00		$10,000.00
	126	126	Miscellaneous Work	UNIT	10000	$1.00	$10,000.00	$1.00	$10,000.00
Schedule II: 5TH AVENUE PEDESTRIAN LIGHTING							$259,853.60		$339,555.00
	200	200	Mobilization & Insurance	LS	1	$29,448.60	$29,448.60	$36,000.00	$36,000.00
	201	201	Pull Box - Composite Type 1	EA	19	$1,000.00	$19,000.00	$1,250.00	$23,750.00
	202	202	Roadway Luminaire Pole - 22' MH	EA	2	$5,000.00	$10,000.00	$14,500.00	$29,000.00
	203	203	Pedestrian Luminaire Pole - 14' MH	EA	17	$4,000.00	$68,000.00	$6,300.00	$107,100.00
	204	204	DMS55-90W80LED3K-G3-LE3F-Luminaire	EA	2	$3,500.00	$7,000.00	$4,100.00	$8,200.00
	205	205	DOS-24W16LED3K-T-LE3F-Luminaire	EA	9	$2,500.00	$22,500.00	$2,700.00	$24,300.00
	206	206	DOS-24W16LED3K-T-LE2F-Luminaire	EA	8	$2,500.00	$20,000.00	$2,700.00	$21,600.00
	207	207	2" Conduit PVC SCH 80 (Trench)	LF	1585	$25.00	$39,625.00	$21.00	$33,285.00
	208	208	3" Conduit PVC SCH 80 (Bore)	LF	115	$50.00	$5,750.00	$46.00	$5,290.00
	209	209	Conductor - Copper AWG 8-600V	LF	3400	$2.20	$7,480.00	$2.15	$7,310.00
	210	210	Conductor - Copper AWG 10-600V	LF	1700	$1.50	$2,550.00	$1.85	$3,145.00
	211	211	Foundation - Concrete	CY	11.25	$2,000.00	$22,500.00	$3,500.00	$39,375.00
	212	212	Service Assembly - Tie into Ex. Panel	LS	1	$6,000.00	$6,000.00	$1,200.00	$1,200.00
Schedule II: 5TH AVENUE PEDESTRIAN LIGHTING - FIXED							$15,000.00		$15,000.00
	213	213	Miscellaneous Work	UNIT	15000	$1.00	$15,000.00	$1.00	$15,000.00
Schedule III: MAIN STREET LIGHTING PACKAGE 2							$107,560.00		$90,703.00
	300	300	Mobilization & Insurance	LS	1	$12,060.00	$12,060.00	$21,000.00	$21,000.00
	301	301	Pull Box - Composite Type 1	EA	1	$1,000.00	$1,000.00	$1,250.00	$1,250.00
	302	302	Pull Box - Composite Type 2	EA	1	$1,200.00	$1,200.00	$1,700.00	$1,700.00
	303	303	DMS55-135W80LED4K-G3-LE3F-Luminaire	EA	2	$3,000.00	$6,000.00	$6,900.00	$13,800.00
	304	304	1994 Signal Upper Shaft & Luminaire Arm	EA	2	$6,000.00	$12,000.00	$9,200.00	$18,400.00
	305	305	2" Conduit PVC SCH 80 (Trench)	LF	16	$25.00	$400.00	$56.00	$896.00
	306	306	2" Conduit PVC SCH 80 (Bore)	LF	134	$40.00	$5,360.00	$28.00	$3,752.00
	307	307	Conductor - Copper AWG 8-600V	LF	700	$2.20	$1,540.00	$2.15	$1,505.00
	308	308	Service Assembly - Dual Meter	EA	1	$5,000.00	$5,000.00	$5,100.00	$5,100.00
	309	309	Sidewalk - Concrete	CY	1.5	$2,000.00	$3,000.00	$3,600.00	$5,400.00
	310	310	Paint Existing Signal Assemblies	LS	1	$60,000.00	$60,000.00	$17,900.00	$17,900.00
Schedule III: MAIN STREET LIGHTING PACKAGE 2 - FIXED							$5,000.00		$5,000.00
	311	311	Miscellaneous Work	UNIT	5000	$1.00	$5,000.00	$1.00	$5,000.00
Schedule IV: MAIN STREET LIGHTING PACKAGE 3							$206,404.16		$246,452.00
	400	400	Mobilization & Insurance	LS	1	$23,186.16	$23,186.16	$31,000.00	$31,000.00
	401	401	Pull Box - Composite Type 1	EA	9	$1,000.00	$9,000.00	$1,250.00	$11,250.00
	402	402	Pedestrian Luminaire Pole - 12' MH	EA	8	$4,000.00	$32,000.00	$8,000.00	$64,000.00
	403	403	S55-55W48LED3K-G3-LE2-Luminaire	EA	8	$3,000.00	$24,000.00	$4,400.00	$35,200.00
	404	404	Type 3A Signal Std. W/No Mast Arm -15' Luminaire Arm & 35'	EA	1	$15,000.00	$15,000.00	$19,700.00	$19,700.00
	405	405	DMS55-135W80LED4K-G3-LE3F-Luminaire	EA	1	$3,000.00	$3,000.00	$5,800.00	$5,800.00
	406	406	2" Conduit PVC SCH 80 (Bore)	LF	605	$40.00	$24,200.00	$28.00	$16,940.00
	407	407	3" Conduit PVC SCH 80 (Bore)	LF	175	$50.00	$8,750.00	$46.00	$8,050.00
	408	408	Conductor - Copper AWG 6-600V	LF	840	$3.00	$2,520.00	$3.50	$2,940.00
	409	409	Conductor - Copper AWG 8-600V	LF	1140	$2.20	$2,508.00	$2.15	$2,451.00
	410	410	Conductor - Copper AWG 10-600V	LF	360	$1.50	$540.00	$1.85	$666.00
	411	411	Cable Copper 3 AWG 8-600V	LF	780	$5.00	$3,900.00	$6.00	$4,680.00
	412	412	Foundation - Concrete	CY	6.4	$2,000.00	$12,800.00	$3,500.00	$22,400.00
	413	413	Sidewalk - Concrete	CY	22.5	$2,000.00	$45,000.00	$950.00	$21,375.00
Schedule IV: MAIN STREET LIGHTING PACKAGE 3-FIXED							$10,000.00		$10,000.00
	414	414	Miscellaneous Work	UNIT	10000	$1.00	$10,000.00	$1.00	$10,000.00
Base Bid Total:							$778,707.28		$965,253.70

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Danielle Garber, Senior Planner
Brian Krueger, Development Review Manager
Rebecca Harbage, Deputy Director of Community Development
Erin George, Director of Community Development

SUBJECT: Authorize the Mayor to Sign a Findings of Fact and Order for the Gran Cielo Phase 3 Major Subdivision Preliminary Plat, Application 25703 (Quasi-Judicial)

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Community Development - Quasi-Judicial

RECOMMENDATION:

Approve and authorize the Mayor to sign the Findings of Fact and Order for the Gran Cielo Phase 3 Major Subdivision Preliminary Plat to further subdivide Lots 1-4 and Common Open Space C of Block 14 of Gran Cielo Subdivision Phase 2 into 42 lots and associated right of way.

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:

This application was deemed complete prior to the February 1, 2026 effective date of the repeal and replace of Chapter 38 of the Bozeman Municipal Code (BMC) also known as the 2025 Unified Development Code (2025 UDC). This project is subject to the standards and review procedures of the UDC in effect prior to February 1, 2026.

The Department of Community Development received a Preliminary Plat Application on November 26, 2025 requesting a major subdivision to further subdivide Lots 1-4 and Common Open Space C of Block 14 of Gran Cielo Subdivision Phase 2 into 42 lots. The subject property is zoned R-5 (Residential High Density District) and contains 6.69 acres of gross lot area. Generally located northwest of the corner of South 27th Avenue and Bennett Boulevard.

On January 30, 2026 the Development Review Committee (DRC) found the application sufficient for continued review and recommends the conditions and code provisions identified in this report. Please see the Findings of Fact for analysis of the review criteria.

On April 6, 2026 the Community Development Board (CDB), acting in its capacity as the Planning Board considered the application and provided a unanimous 6-0 recommendation for approval. Board Member Egnatz asked staff questions related to subsequent building permits and review processes for meeting minimum densities following the subdivision creation under the recently adopted 2025 UDC. Staff responded that minimum density would not be revisited for most of the subdivision since the application proposes primarily single household lots that are not subject to further plan review. No public comment was provided at the meeting.

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 35 working days from sufficiency or by April 27, 2026.

On April 21, 2026, the City Commission voted unanimously 5-0 to approve consent agenda items G.1 – G.7. This subdivision was approved with that vote as agenda item G.5. No discussion was provided. A video of the City Commission meeting may be viewed on the City's streaming website. No public comment was received.

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:
25703 Findings of Fact.pdf

Report compiled on: May 11, 2026

25703 Gran Cielo Phase 3 Subdivision Preliminary Plat

Public Meeting/Hearing Dates:

Planning Board meeting was held Monday, April 6, 2026 at 6:00 pm.

City Commission meeting was held Tuesday, April 21, 2026 at 6:00 pm

Project Description: A preliminary plat requesting to subdivide four lots in block 14 of Gran Cielo Subdivision Phase 2 into a major subdivision for residential and open space uses. 42 single household and townhome lots and are proposed to replace 4 multi-household (apartment use) lots, with 1 open space lot set aside for a stormwater pond. One lot at the southeast corner of the block will be subject to a further development application and is intended to be built with rowhouses. Additional uses of land within the subdivision include an extension of S. 28th Avenue north through the block from Bennett Boulevard to Apex Drive, and an east-west pedestrian pathway between South 29th Avenue to South 27th Avenue. The subject property is zoned R-5.

This application was deemed complete prior to the February 1, 2026 effective date of the repeal and replace of Chapter 38 of the Bozeman Municipal Code (BMC) also known as the 2025 Unified Development Code (2025 UDC). This project is subject to the standards and review procedures of the UDC in effect prior to February 1, 2026.

Project Location: Addresses TBD, northwest of the corner of South 27th Avenue and Bennett Boulevard, South of Apex Drive, and East of South 29th Avenue.

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 25703 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 25703 and move to approve the subdivision with conditions and subject to all applicable code provisions.

Report Date: May 11, 2026

Staff Contact: Danielle Garber, Senior Planner

Alicia Paz-Solis, 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 November 26, 2025 requesting a major subdivision to further subdivide Lots 1-4 and Common Open Space C of Block 14 of Gran Cielo Subdivision Phase 2 into 42 lots. The subject property is zoned R-5 (Residential High Density District).

This land was previously reviewed under the following applications:

- 17522 Gran Cielo Major Subdivision Preliminary Plat (external link to the Finding of Facts and Order signed July 16, 2018)
- 19219 Gran Cielo Major Subdivision Preliminary Plat (external link to the online document repository for this project)

Application 17522 provided the primary review for the Gran Cielo Major Subdivision and the findings of fact was signed in July of 2018. On February 1, 2019, Application 19219 was submitted for changes requested to the amount of provided parkland and park design. The proposed changes under application 19219 were reviewed at a public hearing on September 23, 2019 and the Findings of Fact and Order was signed on November 4, 2019. All required infrastructure has been constructed or financially guaranteed and subsequent final plat applications have been reviewed and recorded for all proposed lots in the subdivision under the following applications:

- 19472 Gran Cielo Subdivision Phase 1 Final Plat
- 20362 Gran Cielo Subdivision Phase 1A Final Plat
- 21414 Gran Cielo Subdivision Phase 2 Final Plat.

This subsequent major subdivision is located in Phase 2 and the recorded Phase 2 Final Plat may be viewed in the city's online document repository under document 003 – Existing Recorded Plat.

This subdivision represents a change of use from multi-household residential lots, subject to subsequent site plan review, to single household and townhome/rowhome lots. Lot lines will be added to further subdivide the most recently platted four large lots into smaller building permit ready lots. All proposed lots meet the minimum lot area and width standards required in Section 38.320.030 of the Bozeman Municipal Code (BMC) for the proposed uses.

The subject property was also reviewed previously as a multi-household development on each of the four lots under the Gran Cielo Block 14 Master Site Plan, application 22389, and subsequent Gran Cielo Block 14 Phase 1 and Phase 2 site plans, under applications 22391 and 24029. The master site plan received final approval and the phase 1 site plan application received preliminary approval on April 8, 2024. With this subsequent major site plan application these applications will be withdrawn. Previous payments for water adequacy will be applied as a credit per code provision 4 below.

South 27th and South 29th Avenues, Bennett Boulevard and Apex Drive adjacent to Block 14 have already been constructed and accepted by the City. This application proposes to extend South 28th Avenue, currently constructed south of Bennett Boulevard into the property to provide legal and physical access interior to the block. As previously approved with Gran Cielo Phase 2, an east-west pedestrian corridor will be utilized via easement to mitigate block length and connect pedestrians between 27th Avenue and 29th Avenue. The previously approved 30-foot wide public trail easement will be vacated, and a new 10-foot wide pedestrian easement will be dedicated with this application, slightly north of the existing easement. This approach is consistent with BMC 38.410.040.D which allows right-of-way for pedestrians in lieu of a street to be at least 10-feet wide, see code provision 8 below.

Water and sewer mains serving the subject property exist in all streets surrounding the block. The applicant proposes water and sewer main extensions from Bennett Boulevard, Apex Drive, South 27th and South 28th Avenues, and through three proposed alleys located within the subdivision. Providing utility service through proposed alleys minimizes impacts to existing infrastructure by avoiding the construction of multiple utility service stubs within existing paved streets. Due to the proposed presence of water and sewer mains, the alleys are proposed to have a platted width of 30-feet to meet the City's utility easement width requirements that allow for adequate space for long-term access and maintenance of public utilities. Code provision 3.b requires long term funding for private maintenance of alleys that contain city utility infrastructure.

No phasing is proposed. The site does not contain surface water or wetlands, existing vegetation, or public lands.

Pre-application review was completed on October 1, 2025. BMC 38.220.060.A requires documentation of compliance with adopted standards unless waivers have been granted during the pre-application process. Waivers were granted from the following documentation requirements: Floodplains; Groundwater; Geology Soils, Slopes; Vegetation; Wildlife; and Agriculture. Waivers were not requested or not granted for the following documentation requirements: Surface water; Agricultural water user facilities; Water and sewer; Stormwater management; Streets, roads, and alleys; Non-municipal utilities; Land use; Parks and recreation; Neighborhood center; Lighting plan; Miscellaneous; Affordable housing; and growth policy compliance. Documentation of compliance for the categories not waived can be found in the application documents folder.

On January 30, 2026 the Development Review Committee (DRC) found the application sufficient for continued review and recommends the conditions and code provisions identified in this report.

On April 6, 2026 the Community Development Board (CDB), acting in its capacity as the Planning Board considered the application and provided a unanimous 6-0 recommendation for approval. Board Member Egnatz asked staff questions related to subsequent building permits and review processes for meeting minimum densities following the subdivision creation under the recently adopted 2025 UDC. Staff responded that minimum density would not be revisited for most of the subdivision since the application proposes primarily single household lots that are not subject to further plan review. No public comment was provided at the meeting.

The subdivider did not request any variances with this application. As of the writing of this report one letter of public comment has been received from J. Bennett on March 17, 2026 in support of the proposed subdivision.

The final decision for this preliminary plat must be made by April 27, 2026 or 60 working days from the sufficiency date per BMC 38.240.100 and MCA 76-3-616 for exempt subdivisions.

On April 21, 2026, the City Commission voted unanimously 5-0 to approve consent agenda items G.1 – G.7. This subdivision was approved with that vote as agenda item G.5. No discussion was provided. A video of the City Commission meeting may be viewed on the City's streaming website. No public comment was received.

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

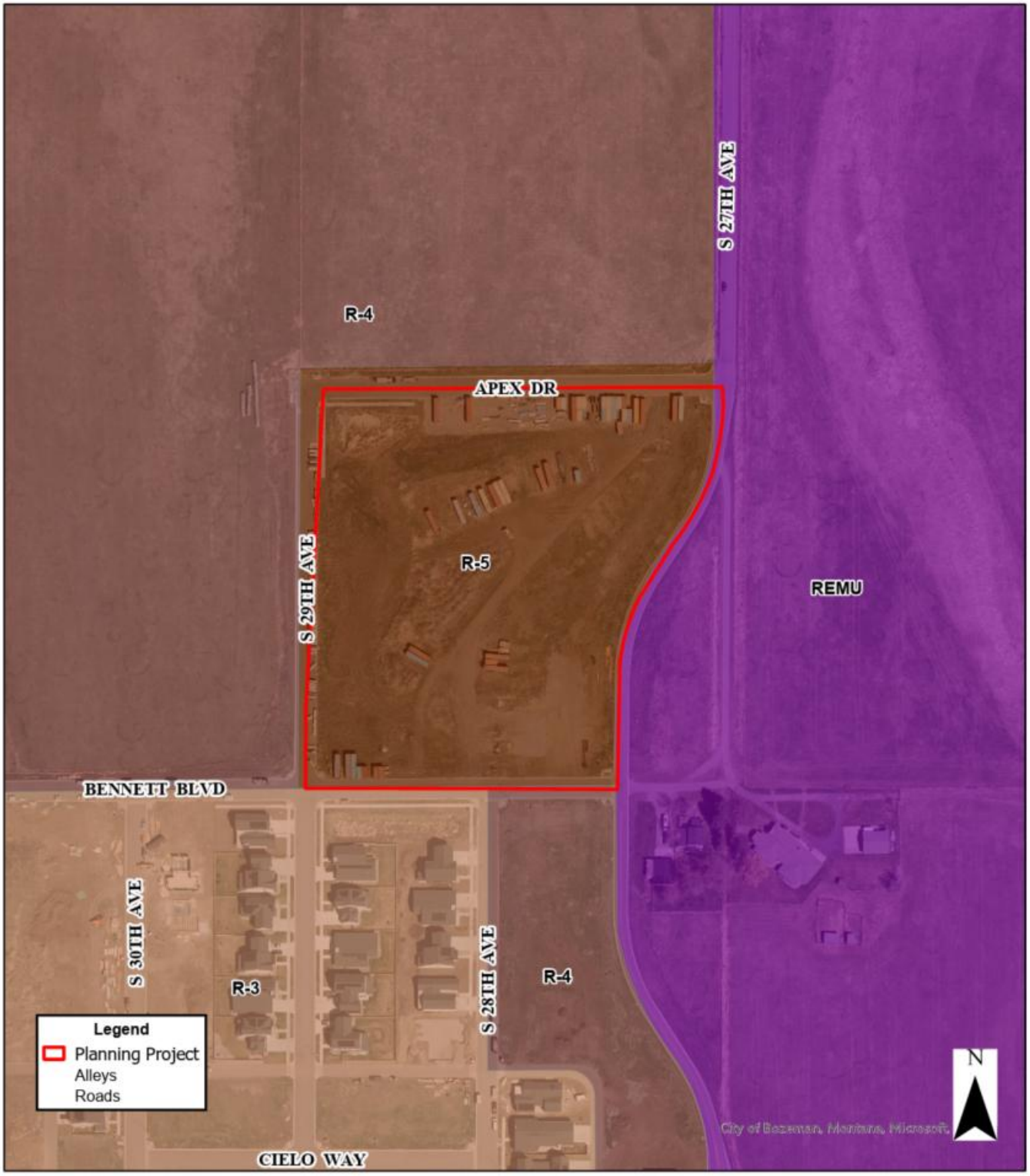


Exhibit 1 – Zoning

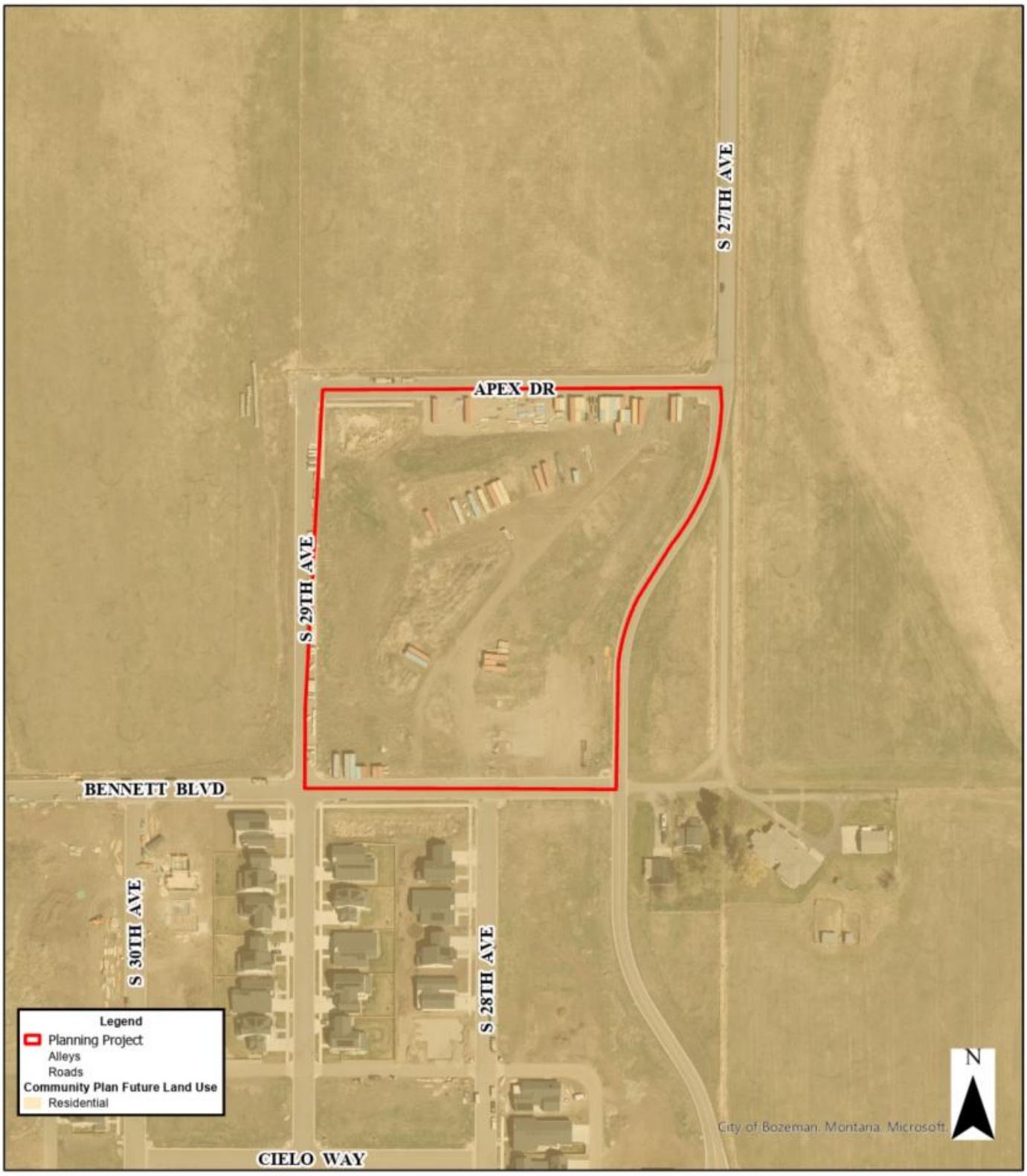


Exhibit 2 – Future Land Use Map (2025)

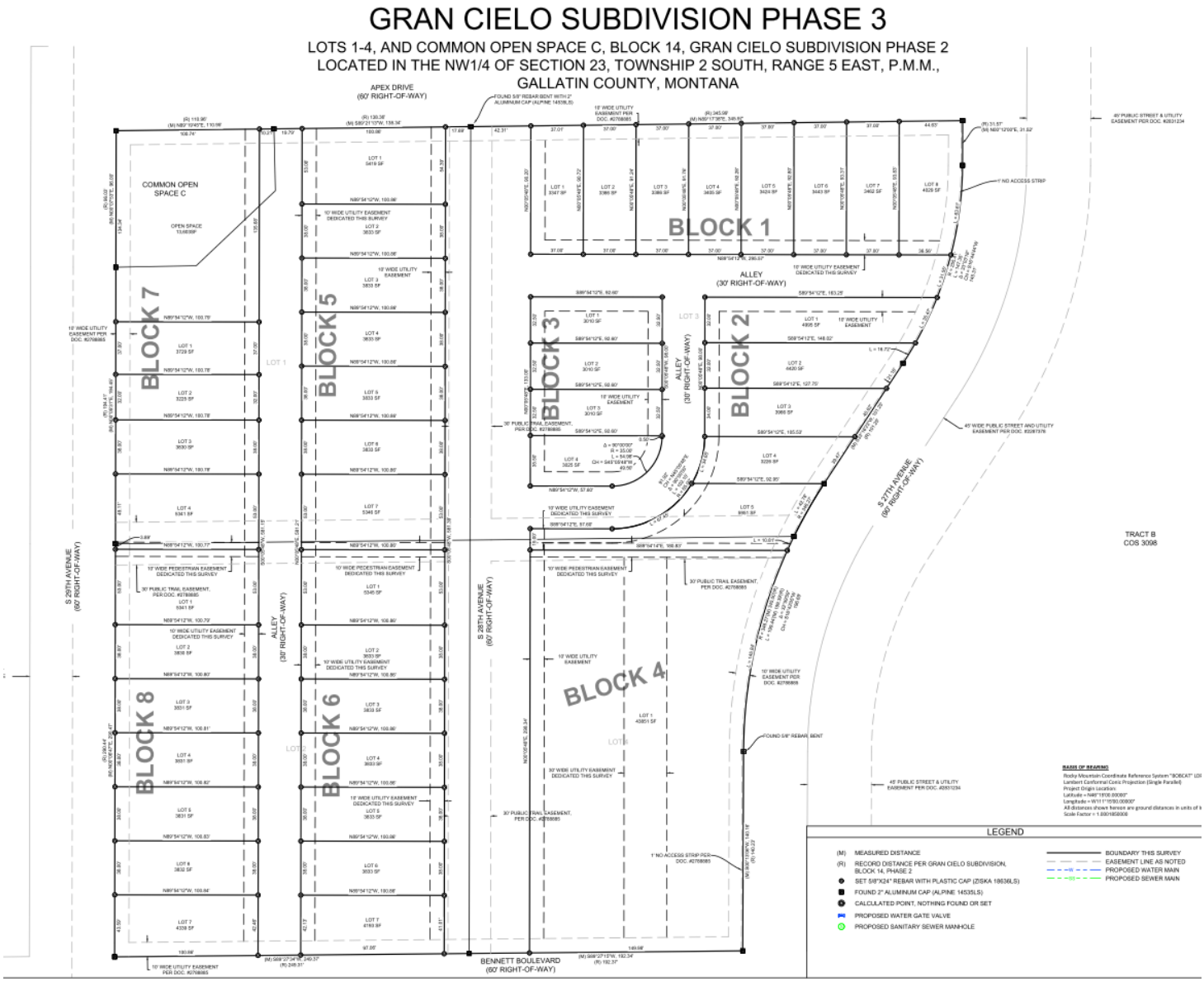


Exhibit 3 – Proposed Preliminary Plat for Block 14

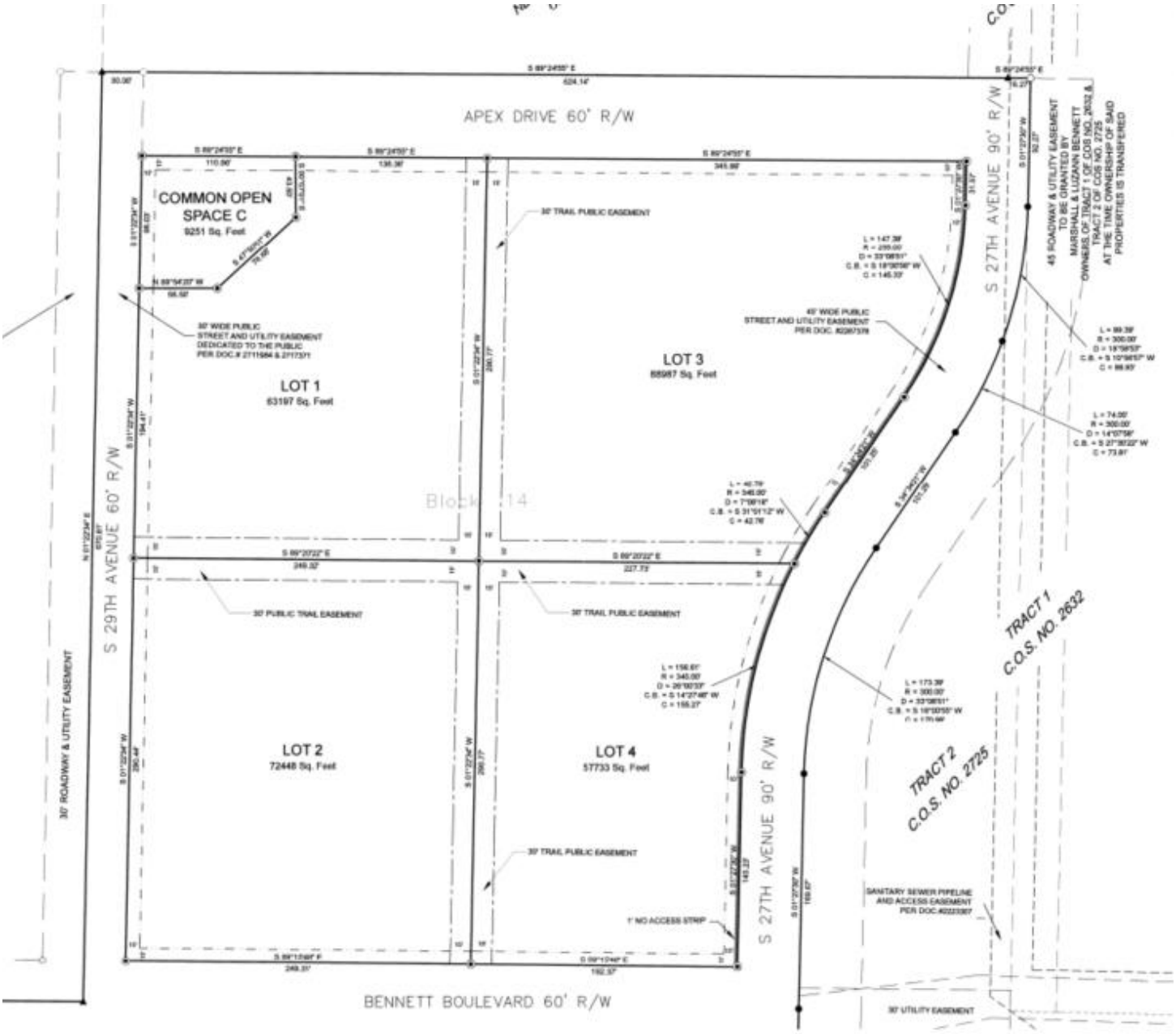


Exhibit 4 – Existing Recorded Lots, Block 14 Gran Cielo Phase 2

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 Subdivision Plats (Uniform Standards for Certificates of Survey and Subdivision Plats (24.183.1104 ARM) and shall 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 shall include one (1) signed reproducible copy on a 3 mil or heavier stable base polyester film (or equivalent). The Gallatin County Clerk & Recorders 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 shall submit with the application for Final Plat review and approval, a written narrative stating how each of the conditions of preliminary plat approval and noted code provisions have been satisfactorily addressed. This narrative shall be in sufficient detail to direct the reviewer to the appropriate plat, plan, sheet, note, covenant, etc. in the submittal.
3. The subject property is located within the Meadow Creek Subdivision Sewer Payback. If the subject property did not participate in the original cost of construction of improvements the subject property will be assessed a payback charge prior to final plat approval.

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 com-munity development department with the application for final plat approval.
3. **Sec. 38.220.310, and 320. Property owners' association.** Updated 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 38.220.310, and 320 where applicable. Additionally, the following must be included:
    a. In accordance with BMC 38.270.090, the subdivision stormwater maintenance plan must clearly state that the Property Owners' Association, as recorded in the CC&Rs, must be responsible for maintenance of all permanent and temporary stormwater

management facilities located outside of the public right-of-way. The approved stormwater plan must be incorporated into the Property Owners' Association governing documents, and documentation demonstrating inclusion of the stormwater maintenance plan must be provided prior to final plat approval.

b. The applicant must provide a permanent funding source, such as the levying of assessments against all properties within the development, for alley maintenance where alleys in the development are designed to accommodate public utility lines and other infrastructure. The alleys in the proposed subdivision functioning as privately maintained public streets for the purposes of utility conveyance must provide the required documentation detailed in BMC 38.400.020.A.2 prior to final plat approval.

4. **Sec. 38.410.130 - Water adequacy.** Water adequacy and payment of any remaining cash-in-lieu of water rights (CILWR) is required prior to final plat approval. A CILWR credit of 5.24 acre-fee, paid with Gran Cielo Block 14 Ph 1 SP, application number 22391, is available to be applied to the offset, however no other credit for the property has been found. If the owner is aware that additional CILWR was paid, please provide evidence of the payment and the application(s) it was paid under. The applicant must provide the annual irrigation water requirement. The preliminary estimate for the subdivision is 12.67acre-feet however, the estimate can't be finalized until the irrigation demand is provided and verified by the City's Water Conservation Division. The demand must be offset prior to final plat approval.
5. **Sec. 38.220.070.8—Conditions of approval.** A sheet(s) of the plat depicting conformance with subdivision application approval must be submitted as set forth in 24.183.1107 ARM as may be amended and as required by the county clerk and recorder, and must: Be entitled "Conditions of Approval of [insert name of subdivision]" with a title block including the quarter-section, section, township, range, principal meridian, county, and, if applicable, city or town in which the subdivision is located.
   a. Contain any text and/or graphic representations of requirements by the governing body for final plat approval including, but not limited to, setbacks from streams or riparian areas, floodplain boundaries, no-build areas, building envelopes, or the use of particular parcels.
   b. Include a certification statement by the landowner that the text and/or graphics shown on the conditions of approval sheet(s) represent(s) requirements by the governing body for final plat approval and that all conditions of subdivision application have been satisfied.
   c. Include a notation stating that the information shown is current as of the date of the certification, and that changes to any land-use restrictions or encumbrances may be made by amendments to covenants, zoning regulations, easements, or other documents as allowed by law or by local regulations.
   d. Include a notation stating that buyers of property should ensure that they have obtained and reviewed all sheets of the plat and all documents recorded and filed in conjunction with the plat, and that buyers of property are strongly encouraged to contact the local community development department and become informed of any limitations on the use of the property prior to closing.
   e. List all associated recorded documents and recorded document numbers.

f. Include a tabulation of parkland credit for the entire subdivision and attributed to each lot.
g. Include a tabulation of open space. List easements, including easements for agricultural water user facilities.
h. In addition, the applicant must add a note to the conditions of approval sheet of the plat that:
    i. The maintenance of all stormwater facilities, including stormwater facilities within the park parcels, is the responsibility of the property owners' association (POA).
    ii. 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.
    iii. 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.
    iv. Include a notation stating that topsoil depth and topsoil quality requirements must be met on all future subdivided lots prior to installation of landscaping and irrigation, as outlined in the most recent version of the City of Bozeman Landscape and Irrigation Performance and Design Standards Manual.
    v. Lot access must be constructed to the standard set forth by the City of Bozeman Design Standards and Specifications Policy, and the City of Bozeman Modifications to the Montana Public Works Standard Specifications per Bozeman Municipal Code Requirements.
    vi. This subdivision is exempt from parkland dedication per Sec. 38.420.020.B.5 BMC.

6. **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. Since the final plat application is a separate application and will be subject to the new 2025 UDC text and subdivision procedures when submitted, please also reference BMC 38.750.150 (effective February 1, 2026).
7. **Sec. 38.360.280 – Agricultural water user facilities**. Prior to final plat approval, or City infrastructure approval, whichever occurs first, the applicant must obtain and provide written consent from the ditch owner for any proposed encroachment to ditch easements, including proposed street and sidewalk construction within South 27th Avenue and immediately adjacent to the west-side of South 27th Avenue.
8. **Sec. 38.410.040.D – Rights-of-way for pedestrians.** Rights-of-way not less than ten feet wide for pedestrian walks are required where deemed necessary to provide circulation or access to parks, open space, schools, playgrounds, shopping centers, transportation, and other community facilities. In addition, no continuous length of block may exceed 600 feet without

intersecting a street or pedestrian walk. The proposed east-west pedestrian sidewalk is required to be installed and landscaped with the subdivision improvements. Pedestrian walks must be constructed as a city standard sidewalk and comply with the provisions of section 38.400.080. The pedestrian walk must be maintained by the adjacent property owners' association.

9. **Sec. 38.410.060 - Easements.** All easements must be described, dimensioned and shown on the final plat in their true and correct location. In addition to the utility and pedestrian easements depicted with this preliminary plat application, prior to final plat approval the applicant must provide the following:
    a. **Sec. 38.410.060.D – Easements for agricultural water user facilities.** An agricultural water user easement meeting the requirements of 38.410.060.D must be recorded prior to final plat approval for all ditches on the property and within South 27th Ave that may convey water rights.
10. **Sec. 38.410.080 – Grading and drainage.** The developer must install complete drainage facilities in accordance with the requirements of the state department of environmental quality and the city and must conform to any applicable facilities plan and the terms of any approved site-specific stormwater control plan. The city's requirements are contained in the Design Standards and Specifications Policy and the City of Bozeman Modifications to Montana Public Works Standard Specifications, and by this reference these standards are incorporated into and made a part of these regulations.
    a. Prior to final infrastructure approval, the applicant must submit final stormwater facility layouts and routing documentation in accordance with DCS Chapter 6 (Stormwater) and DCS Section 2.2.3 (Stage 3 – Final Infrastructure Review). Final layout for facilities located within or draining public right-of-way such as the S. 27th Avenue proposed stormwater retention pond, S. 28th Avenue boulevard infiltrator, and Apex Pond must be coordinated with future roadway sections, pedestrian facilities, and utility alignments.
    b. Prior to final infrastructure approval, the applicant must provide final stormwater conveyance design in accordance with DCS Chapter 6, including specific inlet and structure locations, evaluation of inlet spacing and corner capture, and confirmation of roadway conveyance sizing. This review must include an evaluation of whether additional or dual inlets are required, particularly along South 27th Avenue.
    c. Prior to final infrastructure approval, the applicant must submit a final Operations and Maintenance Plan in accordance with DCS Chapter 6 that reflects the final approved infrastructure plans, constructed stormwater facility materials and configurations. The final plan must also clearly define long-term maintenance responsibilities, inspection activities, sediment removal approach, and maintenance access provisions, including identification of any required access or drainage easements necessary for City access to stormwater facilities that drain public right-of-way.
11. **Sec. 38.550.070 – Landscaping of public lands**. Landscaping in boulevards adjacent to open space parcels, landscaping within open space parcels, landscaping through mid-block crossings, and boulevard landscaping adjacent to arterial and collector streets is required to be installed or financially guaranteed prior to final plat approval. Additionally:

a. Rock mulch is prohibited around public boulevard trees. Public boulevard trees must have a 3' diameter wood mulch ring 3"-4" in depth. Include a note this process will be followed during construction. See "City of Bozeman Landscape and Irrigation Performance and Design Standards Manual" Section 3.2.1 "Landscape Design Standards", "Tree Requirements Outside of Parking Lots and Boulevards", 3).

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 January 30, 2026.

Planning Board meeting was held Monday, April 6, 2026 at 6:00 pm

City Commission meeting was held Tuesday, April 21, 2026 at 6:00 pm

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 hearings are 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 November 26, 2025. The DRC reviewed the preliminary plat application and determined the submittal was sufficient to allow for the continued review of the proposed subdivision.

On January 30, 2026 the Development Review Committee (DRC) found the application sufficient for continued review and recommends the conditions and code provisions identified in this report.

The applicant posted public notice on the subject property on March 13, 2026. The applicant sent public notice to all landowners of record within 200-feet of the subject property via first class mail, on March 13, 2026. As of the date of the writing of this report, one letter of public comment was received in support of the subdivision proposal from J. Bennett on March 17, 2026.

On March 31, 2026 a major subdivision staff report was completed and forwarded with a recommendation of conditional approval for consideration to the Planning Board on April 6, 2026.

On April 6, 2026 the Community Development Board (CDB), acting in its capacity as the Planning Board considered the application and provided a unanimous 6-0 recommendation for approval. Board Member Egnatz asked staff questions related to subsequent building permits and review processes for meeting minimum densities following the subdivision creation under the recently adopted 2025 UDC. Staff responded that minimum density would not be revisited for most of the subdivision since the application proposes primarily single household lots that are not subject to further plan review. No public comment was provided at the meeting.

On April 9, 2026 a major subdivision staff report was completed and forwarded with a recommendation of conditional approval for the City Commission decision on April 21, 2026.

On April 21, 2026, the City Commission voted unanimously 5-0 to approve consent agenda items G.1 – G.7. This subdivision was approved with that vote as agenda item G.5. No discussion was provided, and no public comment was received. A video of the City Commission meeting may be viewed on the City's streaming website.

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 –Document 028 contains the supplementary capacity and design memo prepared by the applicant for existing infrastructure and new water and sewer mains. This memo 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 was found to meet City's review requirements. Adequate water distribution systems and capacity, and sewage collection and disposal capacity exist to serve the subdivision. Detailed utility design will be further evaluated during the infrastructure review stage by the Engineering Division. Code provision 4 requires the applicant offset estimated water demand prior to final plat approval per subsection D of BMC 38.410.130. Per this section, the applicant must provide payment of cash-in-lieu of water rights at a rate established by the most recent City Commission resolution.

Easements - The final plat must provide and depict all necessary utilities and required utility easements. Public utilities are already located within dedicated street right of ways, with extensions proposed within South 28th Avenue and dedicated alleys. Additional easements are required for an agricultural user facility. 10-foot front yard utility easements are depicted on the preliminary plat and are proposed to be granted with the final plat in accordance with standards. See code provision 9 for easement requirements.

Parks – No additional parkland is required per BMC 38.420.020.B.5 – Land dedication or its equivalent cash donation in-lieu of land dedication must not be required for a development for which the required amount of parkland is shown to have already been provided. The maximum parkland dedication for the underlying subdivision was provided with the initial phase of Gran Cielo. The city's parks planner reviewed the application for compliance with parkland requirements and determined that no additional parkland is triggered by the additional lot lines. A developed public park constructed with the initial phase of Gran Cielo exists to the south of the subject property and is accessible via existing public sidewalks.

Stormwater – Document 029 contains a draft stormwater management and design report. The design report will be finalized during the infrastructure review phase by the Engineering Division. The subject property contains existing stormwater infrastructure constructed for Gran Cielo Subdivision Phase 2, including the existing Apex Pond detention facility. This detention pond is currently located in the northwest corner of the subject property and is platted as Common Open Space C (see exhibit 4 depicting the existing recorded plat). This application proposes redesigning the detention pond to updated stormwater requirements, including modifications to storage and outlet controls structures, and adding additional stormwater capacity

with the 27th Avenue right-of-way to accommodate runoff from new public improvements. The applicant provided calculations to ensure that the previous allocated capacity to the larger subdivision was accounted for, as well as demand from newly proposed public infrastructure. This report was reviewed by the Engineering Division for compliance with state and local Public Works Standard Specifications, the City's design standards, and was found to preliminarily meet code requirements with code provision 10 outlining remaining review requirements with the final layout. Code provision 3 requires the property owners' association to maintain all stormwater facilities outside of the public right-of-way and to incorporate an updated maintenance plan into the association documents prior to final plat approval. This will ensure the proper maintenance of necessary stormwater infrastructure after the subdivision is fully built out.

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. Required fire hydrants exist to serve the 2 proposed lots.

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. 10-foot front yard utility easements are depicted on the preliminary plat and are proposed to be granted with the final plat in accordance with standards.

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. The new proposed lots have access from all existing streets, as well as proposed alleys and the proposed extension of South 28th Avenue into the subject property. All lots are designed with at least 25-feet of frontage on a public street and/or a public street and an improved alley as required 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 October 1, 2025 and no variances were requested. Waivers were granted as indicated in each section below.

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

38.220.060.A.1 – Surface water

No surface water is present within the subject property. The applicant provided a letter from Sundog Ecological, Inc. dated January 21, 2026 documenting existing nearby surface water and wetlands previously delineated in 2024 and 2025. This letter can be viewed under application document 020. Per this letter, "No waterway or wetlands were observed along the [South] 27th

Avenue Expansion corridor from 300 feet south of Bennett Boulevard to the north side of Apex Drive." A lateral of the Middle Creek canal flows from south to north along the eastern boundary and crosses the northeast corner of the subject property. Per the applicant's surface water documentation "A short section of the ditch was previously re-aligned and piped under South 27th avenue. Improvements to South 27th avenue and the installation of a water main will occur within close proximity to the piped section of the ditch, and thus Middle Creek Ditch Company was notified per BMC 38.360.280.B." See a further discussion of agricultural water user facilities below.

38.220.060.A.2 - Floodplains

No flood hazards were evaluated during review of this application. Documentation of this standard was waived with the pre-application review.

38.220.060.A.3 - Groundwater

A geotechnical investigation was conducted during the initial preliminary plat review under Application No. 17522. A new report was not required with this application. Condition of Approval 1 on the original recorded Gran Cielo Subdivision Phase 2 plat limits the construction of crawlspaces or basements due to seasonal high groundwater tables present at the subject property. Code provision 5 requires a conditions of approval page to be added to the proposed plat for final plat review. The applicant must add the following notes: 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; and 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. Documentation of this standard was waived with the pre-application review.

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. A new geotechnical investigation report was not required with this application. Documentation of this standard was waived with the pre-application review.

38.220.060.A.5 - Vegetation

There is no significant vegetation on the subject property aside from naturally occurring grasses and ground cover. The subject property is currently used for construction staging for the larger development. Noxious weeds must be controlled and a memorandum of understanding must be signed by the weed control district and the developer final to final plat approval. Documentation of this standard was waived with the pre-application review.

38.220.060.A.6 - Wildlife

Subdivision of a previously subdivided block located entirely within an urban setting will not significantly impact wildlife. Residential development already exists along the southern boundary and the subject property has been actively used for construction staging for some years. Documentation of this standard was waived with the pre-application review.

38.220.060.A.7 - Agriculture

This subdivision will not impact agriculture. No agricultural activities are conducted on the site. Documentation of this standard was waived with the pre-application review.

38.220.060.A.8 - Agricultural Water User Facilities

A lateral of the Middle Creek canal flows from south to north along the eastern boundary and crosses the northeast corner of the subject property. Per the applicant's surface water documentation "A short section of the ditch was previously re-aligned and piped under South 27th Avenue. Improvements to South 27th Avenue and the installation of a water main will occur within close proximity to the piped section of the ditch, and thus Middle Creek Ditch Company was notified per BMC 38.360.280.B." Per City requirements, the applicant is required with code provision 7 to obtain and provide written consent from the ditch owner for any new encroachment within the ditch easement, including the proposed South 27th Avenue sidewalk or any related improvement. Code provision 9.a requires easements for agricultural water user facilities be provided prior to final plat approval for all ditches on the property and within South 27th Avenue that may convey water rights.

38.220.060.A.9 - Water and Sewer

See discussion above under primary review criteria. Water and sewer mains serving the subject property exist in all streets surrounding the block. The applicant proposes water and sewer main extensions from Bennett Boulevard, Apex Drive, and South 27th Avenue partially within the new extension of South 28th Avenue, but mainly within 3 alleys proposed with the subdivision. Adequate water distribution systems and capacity, and sewage collection and disposal capacity exists to serve the subdivision. Detailed utility design will be further evaluated during the infrastructure review stage by the Engineering Division.

38.220.060.A.10 - Stormwater Management

The subdivision will modify the existing detention pond to comply with recently adopted stormwater design standards, and to add additional stormwater capacity with the South 27th Avenue right-of-way. See the 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. Local street access is existing and proposed to be expanded. South 27th and South 29th Avenues, Bennett Boulevard and Apex Drive adjacent to Block 14 have already been constructed and accepted by the City. This application proposes to extend South 28th Avenue, currently constructed south of Bennett

Boulevard into the property to provide legal and physical access interior to the block. As part of this subdivision, South 27th Avenue must be improved along the project frontage (Apex to Bennett Boulevard) to meet the City's collector street section standards. This will ensure the corridor develops consistently and has the appropriate long-term capacity. Document 030 contains the 2017 Gran Cielo Subdivision traffic impact study (TIS) and an updated TIS dated November 21, 2025 prepared by a professional engineer licensed with the State of Montana. The updated TIS provided a comparison of this new subdivision layout, lot count, and projected traffic generation characteristics to the original study. Per the new TIS "This update is necessary due to substantial changes in the roadway network west of South 19th Avenue since the original TIS, including the construction of South 27th Avenue between Stucky Road and West Graf Street." The TIS details traffic capacity data for existing conditions, as well as projected trip generation utilizing accepted ITE manuals, and found that "the updated estimates indicate a 23 percent reduction in projected trips. This decrease is primarily due to revised assumptions reflecting lower development density and updated trip generation rates from the latest ITE manual. These updated projections offer a more accurate representation of anticipated traffic volumes associated with the full buildout of Phase 3." Additionally, "The Bozeman TMP [Transportation Master Plan] recommends to widen Stucky Road to a three-lane urban collector roadway from Gooch Hill Road to South 19th Avenue. This improvement is scheduled in the current CIP (SIF191) for construction in 2027." The City's transportation engineer reviewed this report, and the proposed street design for compliance with state and local Public Works Standard Specifications, the City's design standards, and was found to meet code requirements.

38.220.060.A.12 – Non-Municipal Utilities

The applicant has received confirmation of future service connections from Charter Communications for the proposed subdivision. This response is provided under document 031. Northwestern Energy equipment is existing within the front yard 10-foot utility easements along all existing rights-of-way surrounding the subject property. New front yard utility easements are proposed along South 28th Avenue, and within rear yards adjacent to alleys and will provide location flexibility for non-municipal utilities during buildout of the subdivision infrastructure. A will-serve letter was provided by Northwestern Energy under document 031.1.

38.220.060.A.13 - Land Use

The application has provided future land use data consistent with the R-5 zoning district under document 032. Proposed land uses for the subdivision are single household residential including townhomes and rowhomes. Building permits for lots created by this subdivision will be subject to Bozeman Municipal Code (BMC) provisions at the time of application, and the new R-D zoning designation for the subject property.

38.220.060.A.14 - Parks and Recreation Facilities

No additional parkland dedication or cash-in-lieu of parkland is required with this subdivision. The Parks Department reviewed the parkland requirements during the DRC review process. See discussion above under 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. A neighborhood center was provided with the original Gran Cielo Subdivision.

38.220.060.A.16 - Lighting Plan

Street lighting was installed or financially guaranteed with the Gran Cielo Phase 2 Subdivision final plat. The applicant proposes additional street lighting, detailed under application document 035, as well as bollard lighting within the east-west pedestrian pathway between 27th and 29th Avenues.

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 April 21, 2026 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 April 21, 2026 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 minor subdivision shall be effective for one (1) year 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 _____, 2026

BOZEMAN CITY COMMISSION

_____

JOEY MORRISON

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:

This application was deemed complete prior to the February 1, 2026 effective date of the repeal and replace of Chapter 38 of the Bozeman Municipal Code (BMC) also known as the 2025 Unified Development Code (2025 UDC). This project is subject to the standards and review procedures of the UDC in effect prior to February 1, 2026. Prior to February 1, the subject property was zoned R-5, and is now zoned R-D. The following is an analysis of R-5 zoning, with a brief summary of R-D zoning below.

The subject property is zoned R-5, Residential mixed-use high density district. The intent of the R-5 residential mixed-use high density district is to provide for high-density residential development through a variety of compatible housing types and residentially supportive commercial uses in a geographically compact, walkable area to serve the varying needs of the community's residents. These purposes are accomplished by:

1. Providing for a mixture of housing types, including single and multi-household dwellings to serve the varying needs of the community's residents.

2. Allowing offices and small scale retail and restaurants as secondary uses provided special standards are met.

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

This application meets the intent of the R-5 district by adding additional residential homes in proximity to an established park, and nearby mixed-use and commercial zoned districts. The proposed subdivision meets minimum R-5 density requirements within an emerging area of development within the City. The overall subdivision provides a mixture of housing types including single household, townhomes, and rowhomes. Nearby zoning includes R-3, R-4, and REMU. Un-annexed commercial uses exist within a quarter mile of the proposed subdivision.

Annexed and zoned mixed-use nodes exist within a quarter to a half mile to the northeast and southeast.

The single household lots within this proposed subdivision will be subject to building permit review following infrastructure construction and final plat approval and recording. These building permits will be subject to R-D zoning requirements within the 2025 UDC update at the time of submittal. R-D zoning is directly correlated to the previous R-5 zoning within the text update. Areas previously zoned R-5 were zoned R-D in the 2025 UDC. R-5 and R-D are both Residential Mixed Use High Density Districts, and both correlate to the 2020 and 2025 Bozeman Community Plan designation of Urban Neighborhood (Residential).

Adopted Growth Policy Designation:

This subdivision at the time of submittal was subject to the Bozeman Community Plan 2020 (2020 BCP). Table 4 of the 2020 BCP shows the correlation between the future land use map designation of Urban Neighborhood and implementing zoning R-5 district. Prior to preliminary plat adequacy and completeness on January 30, 2026, the 2025 Bozeman Community Plan (2025 BCP) was adopted by the City Commission with Resolution 2025-71 on October 28, 2025. This technical update incorporated the new zoning districts from the 2025 UDC update changing the correlating zoning district within the Urban Neighborhood designation from R-5 to R-D. This application is subject to the 2025 BCP since the 2025 plan was adopted prior to adequacy of this application in January, 2026. As noted above, R-D zoning is directly associated with the previous R-5 zoning within the text update. Areas previously zoned R-5 were zoned R-D in the 2025 UDC update. R-5 and R-D are both Residential Mixed Use High Density Districts. The below overview of growth policy is for the 2025 BCP.

The subject property is designated as Urban Neighborhood. R-5/R-D zoning is properly correlated to the Urban Neighborhood land use designation. This category promotes neighborhoods substantially dominated by housing, yet integrated with small-scale commercial and civic uses. The housing can include single-attached and small single-detached dwellings, apartments, and live-work units. If buildings include ground floor commercial uses, residences should be located on upper floor. Variation in building mass, height, and other design characteristics should contribute to a complete and interesting streetscape.

Secondary supporting uses, such as retail, office, and civic uses, are permitted on the ground floor. All uses should complement existing and planned residential uses. Non-residential uses are expected to be pedestrian oriented and emphasize the human scale with modulation in larger structures. Stand alone, large, non-residential uses are discouraged. Non-residential spaces should provide an interesting pedestrian experience with quality urban design for buildings, sites, and open spaces.

This category is appropriate near commercial centers. Larger areas should be well served by multimodal transportation routes. Multi-unit, higher density, urban development is expected. Any development within this category should have a well-integrated transportation and open

space network that encourages pedestrian activity and provides ready-access within and adjacent development.

This proposed subdivision is well suited to implement the Urban Neighborhood designation by providing additional residential homes within an established residential neighborhood and correlated zoning district. Nearby REMU and B-2M zoning provides opportunities for future commercial development within a half mile of the proposed subdivision. An open space trail network and parks are located to the south, southeast, and east, with recently approved and yet unconstructed expansions to parks and trails to the west and southwest. This application will expand the public ROW transportation system and public realm including a local street and associated sidewalks and an east-west pedestrian pathway.

APPENDIX B – DETAILED PROJECT DESCRIPTION

Project Background and Description

A preliminary plat application by the applicant, WWC Engineering, 895 Technology Boulevard, Suite 203, Bozeman, MT 59718, representing owner Bozeman Haus LLC, 15267 SE Rivershore, Vancouver, WA 98683. See the full background of application approvals for this property in the executive summary.

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 public notice for this application to begin on March 16, 2026. The applicant posted public notice on the subject property on March 13, 2026 and sent public notice to physically adjacent landowners of record within 200-feet of the subject property via first class mail on March 13, 2026. The City has received one public comment from J. Bennett on March 17, 2026 in support of the proposed subdivision.

APPENDIX D – OWNER INFORMATION AND REVIEWING STAFF

Owner: Bozeman Haus LLC, 15267 SE Rivershore, Vancouver, WA 98683.

Applicant: WWC Engineering, 895 Technology Boulevard, Suite 203, Bozeman, MT 59718

Representative: Same as Applicant

Report By: Danielle Garber, Senior Planner

FISCAL EFFECTS

Fiscal impacts are undetermined at this time, but will include 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, the application drawings and documents

and a copy of the public notice may be viewed in the City's online document repository located at https://www.bozeman.net/departments/community-development/planning/project-information-portal, select the "Project Documents Folder" link and navigate to application 25703 located within the 2025 folder.

Project documents and drawings are available at this direct link to the public document repository for application 25703.

The following are direct links to documents and drawings available in the online public archive under application 25703:

- Drawing 001 1 Preliminary Plat Page 1
- Drawing 001 2 Preliminary Plat Page 2
- Document 002 Response to Pre-App Comments
- Document 006 Subdivision Information
- Document 008 Streets, Roads, and Grades
- Document 015 Waivers
- Document 018 Landscape
- Document 020 Surface Water
- Document 027 Agricultural Water User Facilities
- Document 028 Water and Sewer
- Document 029 Stormwater Management
- Document 030 Streets, Roads, and Alleys
- Document 042 Ditch Noticing Correspondence

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Nicholas Ross - Director of Transportation and Engineering

SUBJECT: Authorize the City Manager to Sign an Interlocal Site License Agreement with the Gallatin County Solid Waste Management District and Gallatin County for the Bozeman Convenience Site

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign an Interlocal Site License Agreement with the Gallatin County Solid Waste Management District and Gallatin County for the Bozeman Convenience Site.

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

BACKGROUND: The Gallatin County Solid Waste Management District (District) currently operates a Convenience Site and Household Hazardous Waste Facility known as the Bozeman Convenience Site (BCS) on City of Bozeman (City) Landfill property located at 2143 Story Mill Road under an interlocal agreement.

This proposed agreement extends these services from 2026-2031 under the conditions found in the attached BCS Agreement. The BCS serves a critical waste management function for the community and has proven to be a positive collaboration between the District, City, and Gallatin County. Staff have reviewed the attached agreement and recommend approval.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by Commission.

FISCAL EFFECTS: City operational obligations under this Agreement have been budgeted in ongoing Solid Waste Fund operating budgets. The District shall collect a tipping fee from compost customers using the BCS and submit 80% of the amount to the City.

Attachments:
BCS Agreement 2026-2031

Report compiled on: May 13, 2026

INTERLOCAL SITE LICENSE AGREEMENT FOR OPERATION OF CONVENIENCE SITE AND HOUSEHOLD HAZARDOUS WASTE FACILITY AMONG THE GALLATIN COUNTY SOLID WASTE MANAGEMENT DISTRICT, GALLATIN COUNTY, AND THE CITY OF BOZEMAN

This Interlocal Site License Agreement ("Agreement") for the operation of the Convenience Site and Household Hazardous Waste Facility located on the City of Bozeman Landfill property at 2143 Story Mill Road takes effect on the 1ST day of July 2026, by and among:

GALLATIN COUNTY SOLID WASTE MANAGEMENT DISTRICT (District), a special district created by the Board of Gallatin County Commissioners and operating within Gallatin County, Montana, located at 10585 Two Dog Road, Manhattan, Montana, 59741 and with a mailing address of P.O. Box 461, Three Forks, Montana, 59752; and

GALLATIN COUNTY (County), 311 West Main Street, Room 304, Bozeman, Montana, 59715, a political subdivision of the State of Montana; and

THE CITY OF BOZEMAN (City), 121 North Rouse, P. O. Box 1230, Bozeman, MT 59771-1230, a self-governing municipality operating pursuant to its Charter and the laws of the State of Montana.

All collectively referred to herein as "the Parties".

RECITALS

1. **Whereas,** the Gallatin County Solid Waste Management District (District) was created on May 20, 2003, by the County to provide structured management of the Logan Landfill and any future solid waste management systems in the District; to provide a distinct entity under Montana law with the financial resources to fairly and properly carry out waste management duties and responsibilities; and to provide an opportunity to perform alternative methods of collection and disposal of solid waste, such as recycling and composting (Gallatin County Commission Resolution 2003-054);

2. **Whereas,** in the summer of 2007, the District was expanded to include the cities of Belgrade and Bozeman within its boundaries (Gallatin County Commission Resolution 2007-089).

3. **Whereas,** the City owns real property known as the Story Mill Landfill ("Landfill") and the Parties desire the District to continue to operate a convenience site on the City's property.

4. **Whereas,** the original Interlocal Agreement governing the City joining the District provides that the purchase and installation of the Bozeman Convenience Site ("BCS") (solid waste disposal, composting, and recycling) and a Household

Hazardous Waste Station ("HHWS") will be made by the City and will be located at the Landfill and that the City and District will negotiate an interlocal agreement to have the District pay for the operational costs of maintaining the BCS once the City closes its existing Class II cell. The original agreement became effective July 1, 2008. The City purchased the HHWS and it was installed pursuant to the original Interlocal Agreement.

5. **Whereas**, the Parties have the authority to enter into this agreement pursuant to Sections 7-11-101 through 7-11-108, MCA, Resolution 2007-089, and § 75-10-112(19) MCA.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the foregoing recitals and the terms contained herein, the Parties agree as follows:

1. **Purpose of Interlocal Agreement.** The purpose of this Agreement is to establish the rights and duties of the Parties regarding improvements to the Landfill and management of the BCS and HHWS.

2. **Separate Legal Entity.** There shall be no separate legal entity created as a consequence of this Agreement.

3. **License**. The City hereby grants exclusive permission, revocable and terminable as provided herein, to the District for the District's use of a portion of the Landfill real property as shown on Exhibit A (the "Site") for the operation of the BCS and the HHWS during the period of July 1, 2026 through June 30, 2031, and only on the terms and conditions set forth herein, which the District promises to comply with and abide by. Such rights include the right to use the Site solely for the purposes described herein. The District agrees to comply with all City ordinances and other rules and regulations including state and federal law regarding permits and approvals related to activities conducted on the Site and operations on the Site as well as those of any other governmental entity having jurisdiction.

4. **Title.** The District hereby acknowledges the City grants it a license for the use of the Site and that this license grants a privilege and not an interest in real property or any claim to the title of the City to the Site and the District agrees never to deny such title or claim, at any time, or claim any interest or estate of any kind or extent whatsoever in the Site by virtue of this Agreement or the District's occupancy or use hereunder. The City may enter the Site at any time to assert its real property interests or for other purposes which do not unreasonably interfere with the activities of the District.

Upon termination of this Agreement, title to all permanent improvements on the Site and on public rights-of-way adjacent to the Site made by the District, if any, shall vest in the City, free and clear of all debts, liens and encumbrances. All other improvements of a nonpermanent nature and all trade fixtures, machinery and furnishings made or installed by the District, including all assets listed at Section 6 (Assets), may be removed from the Site at any time by the District or County unless such removal will damage the realty and/or permanent improvements of the Site.

The Parties agree that, as of the date of this Agreement, the only permanent improvements located at the Site and to which title will vest in the City upon termination hereof, are the HHWS building and the concretes pad upon which the HHWS and BCS buildings are located.

5. **Operations of the BCS and HHWS.**

   a. The District, in consultation with the City and County, will determine the hours of operation, staffing levels, fee schedules, and what items will be accepted for disposal at the BCS.

   b. The District will keep the BCS open a minimum of five days per week, at least through the spring/summer/fall months whenever practicable, excluding public holidays.

   c. The District will consult with the City prior to any increase of the tipping fee at the BCS. The parties agree the fee should not discourage people from using the BCS or HHWS.

   d. The City will operate the compost facility (grass and brush ¼" or less in diameter) located on the landfill property. The District will collect the tipping fee from compost customers and will submit 80% of the amount collected to the City. The remaining 20% will be retained by the District for their expenses associated with collecting the funds. The funds will be submitted from the District to the City a minimum of once per quarter. The District must provide statements to the City reflecting tipping fees collected for compost services on at least a quarterly basis.

   e. The District will collect and maintain in a roll-off box the white goods/metal located on the Site. The District will arrange for the sale of the white goods/metal and will retain all revenue received.

   f. The District will operate the HHWS at the Site. The HHWS will be open at the Site a minimum of one day per month.

g. The District will accept clean wood waste (brush) from the City free of charge, as long as the District is operating a clean wood waste collection program.

h. The District will ensure the land in and adjacent to the BCS will be adequately maintained, including, but not necessarily limited to litter pickup; grass and weed mowing; watering of trees and other vegetation; grading/graveling/asphalt repair of driving aisles and parking areas; snow removal.

i. The City will maintain the main driving aisle surfaces from the gate on Story Mill Road to the clean wood and compost areas, including asphalt repair and snow removal, as well as the fences and electronic gate on the landfill site in a manner suitable to the City. If the District desires additional maintenance, they may do so at their own expense.

j. The District will pay all utility charges related to the BCS and HHWS.

k. If at any time the District abandons the operation of the BCS or HHWS or terminates this Agreement, the buildings, facility and area will be left in a well-maintained condition, subject to the District's and County's rights of removal pursuant to Section 4 (Title).

l. The District must ensure its operations comply with best practices for solid waste handling and management and all state and federal laws.

m. For other than routine facility site maintenance or waste hauling, the County and District will restrict its employees' access to the BCS to the times at which the BCS is open to the public, during normal City business hours. Whenever practicable, the County and District employees and contractors shall conduct maintenance and repairs, and service equipment and roll-off containers during normal City business hours. For other than routine facility site maintenance or waste hauling, the County and District will advise the City if County or District employees will be on-site during hours the BCS or HHWS is not open to the public. In the event of an emergency and/or after-hour alarm responses, and as provided herein, County and District employees may access the Site outside normal City business hours.

n. City operations may continue within the Landfill property that will require City employee and contractor access through the main gate. City employees and contractors not in a city vehicle will be required to stop at the scale house to advise the scale attendant of their presence for City business.

o. It shall be understood that the responsibility for protection and safekeeping of the District and County employees, contractors, equipment, and materials on or near the Site will be entirely that of the District and County.

Assets. The City understands the District owns the following assets located at the Site: the scale house; stationary compactor; portable scale; security camera system; CAT 305 mini-excavator; roll-off boxes and recycle bins; the storage building; and all contents located within the HHWS, BCS, and storage buildings including, but not limited to, the computers, WasteWorks hardware, printers, cash register, tools, and any other contents in the buildings. The District will assume all maintenance and upkeep of all District assets. The District may locate other nonpermanent property at the BCS and HHWS for day-to-day operations.

7. **Indemnification/Insurance.** The parties agree that the Bozeman Convenience Site Indemnity Agreement entered by the parties in 2021, remains in full force and effect. For the daily conduct, action and operations of the District at the BCS during the term of this agreement, the following indemnity and insurance is required.

   a. To the fullest extent permitted by law, the District recognizing it exercises its privileges under this Agreement at its own risk, shall release, and shall protect, defend, indemnify, and hold harmless the City and its agents, representatives, employees, and officers 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, regardless of the cause or causes thereof or the negligence of any party or parties that the above may be asserted against, recovered from or that may be suffered by the City and its agents, representatives, employees, and officers, occasioned by, growing or arising out of or resulting from or in any way related to: (i) the occupation or use of the Site by the District; (ii) the negligent, reckless, or intentional misconduct of the District, their officers, employees, or agents on or related to the Site or use of the Site by the District; and (iii) any negligent, reckless, or intentional misconduct of any of the District's guests, invitees, contractors, or subcontractors on or related to the Site..

   b. The District's obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to an indemnitee described in this Section. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the indemnitee(s) which would otherwise exist as to such indemnitee(s).

c. The District's indemnity obligations under this Section shall be without regard to and without any right to contribution from any insurance maintained by City.

Should the City and its agents, representatives, employees, and officers described herein be required to bring an action against the District to assert its right to defense or indemnification under this Agreement, the City and its agents, representatives, employees, and officers 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 District was obligated to defend the claim(s) or were obligated to indemnify the City and its agents, representatives, employees, and officers for a claim, demand, action, etc. or any portion(s) thereof.

In the event of an action filed against the City resulting from the District's performance under this Agreement, the City may elect to represent itself and incur all costs and expenses of suit.

The District shall include in all its contracts, agreements, work order, services orders or any other written or oral request for work on the Site wherein such work or actions occurs in any part on the Site that any such contractor, person or entity performing any such work on the Site fully release the City and its agents, representatives, employees, and officers in writing to the same extent and under the same terms and conditions as the District is required pursuant to this Agreement and waive all claims of any kind or nature against the City and its agents, representatives, employees, and officers to the same extent as the District is required pursuant to this Agreement. The City and its agents, representatives, employees, and officers may require the District to provide evidence that any of the District's contractors or persons or entities conducting work on the Site have provided such written release and waiver.

d. In addition to and independent from subsection (a), above, during the term of this Agreement, the District or the County shall, at their expense, maintain those insurances as set forth below through an insurance company or companies duly licensed and authorized to conduct business in Montana with a Best's rating of no less than A- which insures the liabilities and obligations specifically assumed by Licensees in subsection (a) of this Section. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by the District in subsection (a) of this Section nor for any of the District's activities on the Site.

e. The District or County must ensure such required insurance coverage is timely renewed so that there is no lapse in coverage during the time such insurance must remain in place. The District or County shall notify the City within two (2) business days of the District's or County's receipt of

notice that any required insurance coverage will be terminated or the District's or County's decision to terminate any required insurance coverage for any reason.

The insurance and required endorsements must be in a form suitable to the City.

The District or County must obtain the following type of insurance in the amount indicated:

- **Workers' Compensation** – not less than statutory limits;
- **Employers' Liability** - $1,000,000 each accident/$1,000,000 disease policy limit/$1,000,000 disease – each employee
- **Commercial General Liability** - $1,000,000 per occurrence; $3,000,000 annual aggregate for bodily injury and property damage;
- **Pollution Coverage:** Pollution coverage maintained by the District must not have any exclusions for the activities of the District at the Site. The coverage must cover the Site and all activities performed by the District at the Site. Coverage limits must exceed the limits listed above for Commercial General Liability. Pollution coverage must be provided by the District to the City on an annual basis.

The City, its officers, agents, and employees, must be endorsed as an additional or named insured on a primary non-contributory basis on the County's Commercial General Liability policy and District's Pollution policy.

8. **Rent.** Unless the District requests to expand its use of the Site or requests to expand the services it provides, the City will not charge rent for the use of the Site.

9. **Term.** This Agreement is effective for a five (5) year term commencing on July 1, 2026 until June 30, 2031, unless terminated upon notice in writing given by either party to the other of not less than thirty (30) days prior to the end of the term, unless sooner terminated as herein provided.

Non-discrimination. The County and District shall not discriminate in the fulfillment of this Agreement on the basis of race, color, religion, creed, sex, age, marital status, national origin, or actual or perceived sexual orientation, gender

identity or disability. The District shall require these nondiscrimination terms of its sub-contractors, if any, providing services under this agreement.

11. **Protection & Safekeeping of Property**. It shall be understood that the responsibility for protection and safekeeping of people, equipment, and materials on or near the Site will be entirely that of the County and District.

12. **Termination.**

    a. If any party fails to comply with any condition of this Agreement at the time or in the manner provided for, a non-breaching party may, at its option, terminate this Agreement and be released from all obligations if default is not cured within thirty (30) calendar days after written notice of the default is provided to the breaching party. Said notice shall set forth the items to be cured. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement and by email to the Parties' Representatives. Failure of the District to cure any default shall result in an order by the City's Representative for the District to cause removal of all personal property from the Site immediately.

    The District agrees that cessation of activities on the Site for a consecutive period of thirty (30) days or more during the Term may result in termination of this Agreement and the license it authorizes and as such the District agrees the City may order the District to vacate the Site within five (5) business days of written notice for cessation of activities.

    b. Any party may terminate this Agreement, at their sole option, upon ninety (90) days prior written notice to the other parties. Upon termination, the District must remove their equipment and improvements and will restore the Site to substantially the existing condition as of the commencement date of its occupation of the Site, normal wear and tear excepted.

13. **Representatives**.

    a. **City Representative**. The City Representative for the purpose of this Agreement shall be Russ Ward, Superintendent of the City's Solid Waste Division or his successor or designee. 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, the District may direct its communication or submission to other City personnel or agents and may receive approvals or authorization from such persons.

b. **District Representative**. The District's Representative for the purpose of this Agreement shall be Jim Simon or his successor or designee. Whenever direction to or communication with District is required by this Agreement, such directions or communication shall be directed to District's Representative; provided, however, that in exigent circumstances when District's Representative is not available, the city may direct its direction or communication to other designated District personnel.

14. **Permits**. In operating the BCS and HHWS, the District shall provide all notices, comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, obtain all necessary permits, licenses, and inspections from applicable governmental authorities, and pay all fees and charges in connection therewith. Notwithstanding anything in the foregoing sentence to the contrary, neither the District nor the County are responsible for the licensing requirements or fees relating to the City's Solid Waste License.

15. **Intoxicants; DOT Drug and Alcohol Regulations**. The District and County shall not permit or allow the introduction or use of any intoxicants, including alcohol or illegal drugs, upon the Site. The District and County acknowledge they are aware of and shall comply with their responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. The City shall have the right to request proof of such compliance, and the District and County shall be obligated to furnish such proof. The City may order removal from the Site of any employee or agent of the District or County, or any of its subcontractors for use of controlled substances and alcohol on the Site.

16. **Liens and Encumbrances**. The District shall not permit any liens or encumbrances to be filed on the Site related to the District's use of the Site or the operation of the BCS or the HHWS. Prior to any termination or expiration of this Agreement, or upon the City's request, the District shall furnish the City with satisfactory proof that there are no outstanding liens or encumbrances in connection with the District's use of the Site. The District must cure any outstanding liens or encumbrances.

17. **Dispute Resolution**. 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. 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 be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement.

18. **Survival**. The indemnification obligations of Section 7 shall survive the termination or expiration of this Agreement for the maximum period allowed under law.

19. **Headings**. The headings used in this Agreement are for convenience only and are not construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

20. **Waiver**. A waiver by any party of any default or breach by another party of any covenants, terms, or conditions of this Agreement does not limit the non-defaulting or non-breaching party's right to enforce such covenants, terms, or conditions or to pursue the non-defaulting or non-breaching party's rights in the event of any subsequent default or breach.

21. **Severability**. If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.

22. **Applicable Law**. The Parties agree that this Agreement is governed in all respects by the laws of the State of Montana.

23. **Binding Effect**. This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the Parties.

24. **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.

25. **Counterparts**. This Agreement may be executed in counterparts, which together constitute one instrument.

26. **Authority**. Each party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to sign this Agreement.

27. **Independent Contractor**. The Parties agree and acknowledge that in the performance of this Agreement, neither the County nor the District shall be considered an agent, representative, subcontractor, or employee of the City. The parties further agree that all individuals and companies retained by the County or District at all times will be considered the agents, employees, or independent contractors of the County or District and at no time will they be the employees, agents, or representatives of the City for any purpose including worker's compensation. County and District employees are not authorized to represent the City or otherwise bind the City in any dealings between the County or District and any third parties.

28. **Integration**. This Agreement constitutes the entire agreement of the Parties. Covenants or representations not contained therein 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.

29. **Recordation.** The District shall record this Agreement with the Gallatin County Clerk and Recorder and Montana Secretary of State as required by Section 7-11-107, MCA and provide a recorded copy to the Bozeman City Clerk.

########### End of Agreement except for signatures ###########

PATRICIA J. HOWARD
NOTARY PUBLIC for the
State of Montana
Residing at Three Forks, Montana
My Commission Expires
October 6, 2028

PATRICIA J. HOWARD NOTARIAL SEAL STATE OF MONTANA

GALLATIN SOLID WASTE
MANAGEMENT DISTRICT

Dave Hanson, Chair of Gallatin Solid Waste
Management District Board

ATTEST:

Patricia Howard, District Board Liaison

GALLATIN COUNTY, MONTANA

Zach Brown, Chair
Board of Gallatin County Commissioners

ATTEST:

Eric Semerad, Gallatin County Clerk & Recorder

CITY OF BOZEMAN, MONTANA

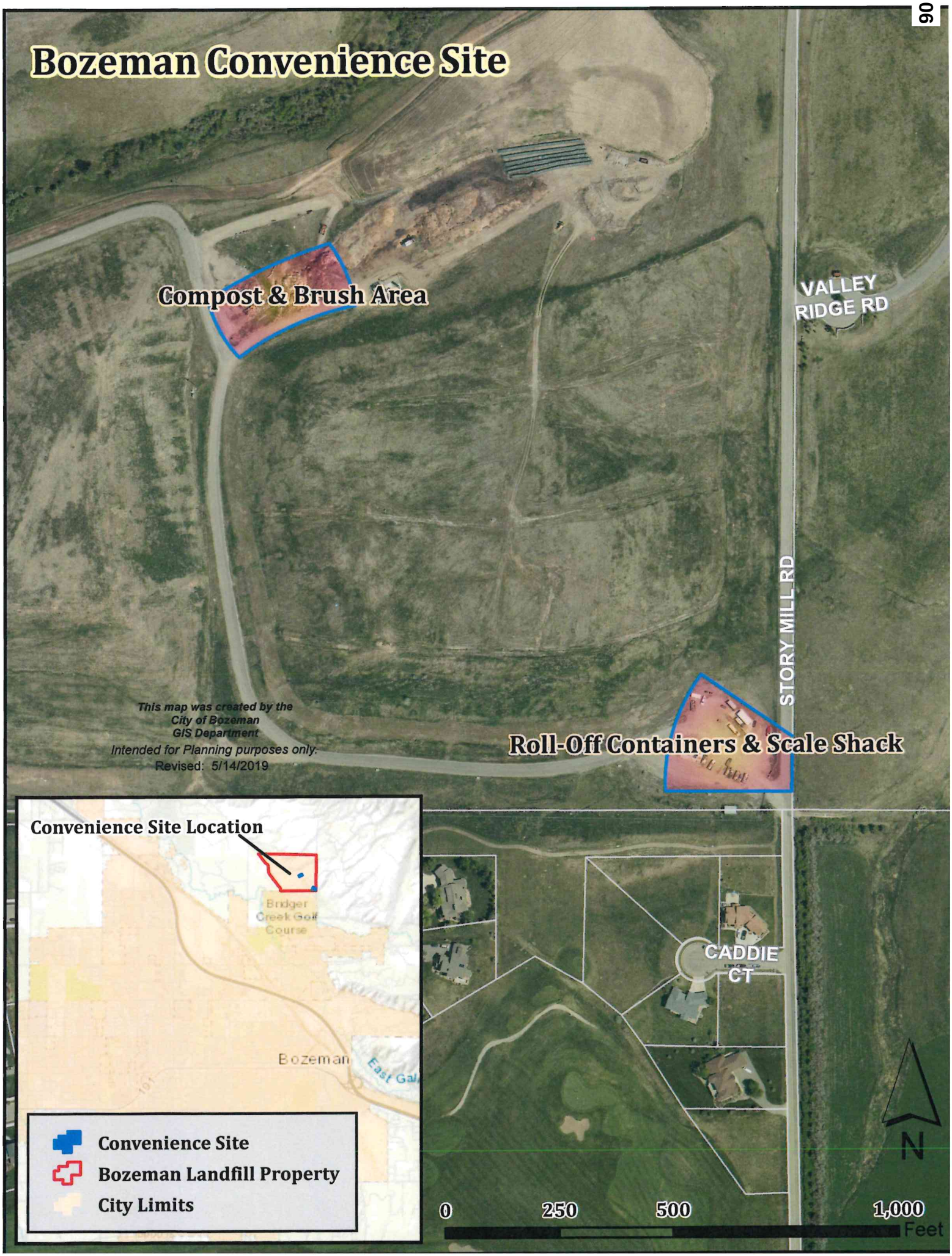
Chuck Wynn, City Manager

ATTEST:

Mike Maas, City Clerk

Approved as to form:

Greg Sullivan, City Attorney


Bozeman Convenience Site
Compost & Brush Area
VALLEY RIDGE RD
STORY MILL RD
Roll-Off Containers & Scale Shack
This map was created by the City of Bozeman GIS Department
Intended for Planning purposes only.
Revised: 5/14/2019
Convenience Site Location
Bridger Creek Golf Course
Bozeman
CADDIE CT
Convenience Site
Bozeman Landfill Property
City Limits
N
0
250
500
1,000
Feet

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Jesse DiTommaso, Economic Development Coordinator
David Fine, Economic Development Manager
Brit Fontenot, Economic Development Director

SUBJECT: Authorize the City Manager to Sign an Intergovernmental Cooperative Agreement with Bozeman School District 7 for the Whittier Elementary School Parking Lot Construction

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Agreement - Agency/Non-profit

RECOMMENDATION: Authorize the City Manager to sign an intergovernmental cooperation agreement with Bozeman School District No. 7 for the Whittier Elementary School Parking Lot construction.

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

BACKGROUND: The Midtown Action Plan calls for building partnerships to hone in on key infrastructure improvements. Under the Montana Urban Renewal Law, there are only a few ways urban renewal funds can assist schools in Montana. Tax increment financing may be used to complete certain infrastructure projects, including parking lots. Reconstructing the Whitter School's crumbling parking lot has been a multiyear project adopted in the Midtown Urban Renewal Workplans and Budgets since FY25. The construction of the parking lot will take place this summer. The attached intergovernmental cooperative agreement authorizes the City to fund, oversee, operate, manage, and implement the project on the School District property.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As recommended by the Commission.

FISCAL EFFECTS: None.

Attachments:
INTERGOVERNMENTAL COOPERATIVE AGREEMENT - Whittier with project drawings.pdf

Report compiled on: May 18, 2026

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Between
THE CITY OF BOZEMAN, MONTANA
and
BOZEMAN SCHOOL DISTRICT NO. 7

This Intergovernmental Cooperative Agreement ("Agreement") is entered into as of the 2nd day of June , 2026 ("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 ("City"),
and
Bozeman School District No. 7, a public school district organized under the laws of the State of Montana ("District").

Collectively referred to as the "Parties."

RECITALS

WHEREAS, pursuant to **Mont. Code Ann. § 7-11-101 et seq.**, units of local government may enter into agreements for joint or cooperative actions;

WHEREAS, the District is the owner of certain real property located at the corner of W Short St & N 6th Ave in Bozeman, Montana ("District Property");

WHEREAS, the City desires to fund, administer, operate, and manage a construction project on the District Property;

WHEREAS, the District desires to permit the City to perform all necessary actions to complete the Project for the benefit of the District and community; and

WHEREAS, the Parties find that entering into this Agreement serves their mutual interests and the public interest.

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to authorize the City to **fund, oversee, operate, manage, and implement** the Project on District Property, as further described in the Project Description, attached to this Agreement as Exhibit A.

2. GRANT OF AUTHORITY / RIGHT OF ENTRY

2.1 **Right of Entry.** The District grants the City, its contractors, employees, and agents a non-exclusive license and right of entry onto the District Property for all activities necessary to complete the Project.

2.2

- **License.** The District hereby grants permission, revocable and terminable as provided herein, during the period commencing June 15, 2026, until August 15, 2026 on the terms and conditions set forth in this Agreement, which City promises to comply with and abide by. Such permission shall include the permission of City to use the District Property to fulfill its obligations under this Agreement and for no other purpose. The term of this License may be extended by mutual agreement of the Parties in writing.
- Under the License, the City may:
- secure and manage contractors and subcontractors;
- conduct design, engineering, permitting, procurement, and construction activities;
- manage all financial and administrative aspects of the Project;
- coordinate safety, site access, and logistics; and
- take all other actions reasonably necessary for Project completion.

3. REPRESENTATIVES

3.1 City: The City's Representative for the purpose of this Agreement shall be David Fine 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, the District may direct its communication to other designated City personnel or agents as listed above and may receive approvals or authorization from such persons.

3.2 District: The District Representative for the purpose of this Agreement shall be Mike Waterman or such other individual as the District shall designate in writing. Whenever direction to or communication with the District is required by this Agreement, such direction or communication shall be directed to District's Representative; provided, however, that in exigent circumstances when District's Representative is not available, the City may direct its direction or communication to other designated District's personnel or agents.

4. RESPONSIBILITIES OF THE CITY

The City shall:

4.1 **Funding.** The City is providing funding for this project through the Bozeman Midtown Urban Renewal District tax increment fund.

4.2 **Project Management.** Serve as the project administrator and manager, including oversight of planning, procurement, construction, and close-out.

4.3 **Compliance.** Ensure adherence to all applicable federal, state, and local laws, codes, and regulations, including Montana public works and procurement requirements.

4.4 **Insurance.** Maintain general liability, workers' compensation, and any other insurance customarily carried for municipal construction projects.

4.5 **Communication.** Provide the District with regular updates consistent with a communication plan approved by the Parties.

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5. RESPONSIBILITIES OF THE DISTRICT

The District shall:

5.1 **Property Access.** Provide access to the District Property as needed during the Project.

5.2 **Coordination.** Designate a District representative to coordinate approvals, access, scheduling, and operational considerations.

5.3 **No Interference.** Not unreasonably interfere with City activities performed under this Agreement.

5.4 **Utilities and Support.** Provide information regarding utilities, easements, and existing site conditions and assist with coordination as reasonably necessary.

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6. OWNERSHIP OF IMPROVEMENTS

6.1 **Ownership.** Upon completion, the Parties' agree that all improvements constructed as part of the Project shall become the property of the District.

6.2 **City Inspection.** City Engineer agrees to inspect the Project once upon completion, and again at the end of the warranty period provided by the contractor to ensure the Project is completed to the Parties' standards. City agrees to make any necessary corrections covered by warranty through the warranty period. Once the warranty period has expired, the District will be responsible for any corrections or changes.

6.3 **City Records.** City shall provide as-built plans, warranties, manuals, and close-out documents to the District upon final acceptance.

---

7. TERM AND TERMINATION

7.1 **Term.** This Agreement is effective as of the Effective Date and shall remain in effect until final Project acceptance unless earlier terminated.

7.2 **Termination for Cause.** Either Party may terminate with 30 days' written notice if the other Party materially breaches this Agreement and does not cure within the notice period.

7.3 **Termination for Convenience.** The Parties may mutually agree in writing to terminate this Agreement at any time.

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8. INDEMNIFICATION

The Parties shall conduct their activities on the Property so as not to endanger any person lawfully on the premises or damage any personal property and, to the extent fully permitted by law, shall indemnify, save and hold harmless each other and the other party's officers, agents, and employees from any and all claims, actions, losses, fees, injuries, damages and liability to persons or property occasioned wholly or in part by the negligent acts of omissions or willful misconduct of itself, its agents, officers, or employees.

9. LIMITATION ON DAMAGES

Neither Party shall be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost revenues damages of any nature arising, or claimed to have arisen, as a result of the termination of this Agreement. If events occurring resulting in a delay of the City's construction of the Project, the District specifically agrees it will not seek any remedy against the City under law or equity for such delay.

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10. DISPUTE RESOLUTION

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, the Parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. If the Parties are unable to resolve the dispute within ninety (90) 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.

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11. RECORDS AND AUDIT

The City shall maintain complete Project records and make them available to the District upon request for audit in accordance with Montana law.

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12. MISCELLANEOUS

12.1 **Amendments.** Amendments must be in writing and signed by both Parties.

12.2 **No Third-Party Beneficiaries.** This Agreement is for the exclusive benefit of the Parties, does not constitute a third-party beneficiary, and may not be relied upon or enforced by a third party.

12.3 **Governing Law.** The Parties agree that this Agreement is governed in all respects by the laws of the State of Montana. The Parties agree to personal jurisdiction in the courts of Gallatin County, Montana.

12.4 **Severability.** If any provision is invalid, the remaining provisions remain in full force.

12.5 **Authority to Implement Project**. The City Manager is hereby authorized to take all steps necessary to implement the Project including executing addendums to this Agreement.

12.6 **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.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF BOZEMAN, MONTANA

By: _____

Name: _____

Title: _____

Date: _____

BOZEMAN SCHOOL DISTRICT NO. 7

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A – PROJECT DESCRIPTION

The project consists of redevelopment of the existing parking lot to include new asphalt pavement, curb and gutter, parking lot striping, accessible parking, concrete pedestrian connectivity, stormwater management / drainage improvements, site lighting, and landscaping with irrigation. The timeline for the project is summer of 2026 prior to the start of the school year in the fall.

BID SET

WHITTIER SCHOOL PARKING LOT

BOZEMAN, MONTANA

FEBRUARY 2026

CIVIL SHEET INDEX

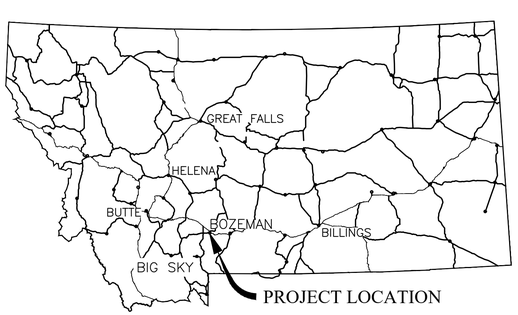
SHEET	DESCRIPTION
C100	CIVIL COVER SHEET
C101	NOTES, LEGEND, & ABBREVIATIONS
C201	EXISTING CONDITIONS & DEMO PLAN
C301	CIVIL SITE PLAN
C302	CIVIL GRADING PLAN
C401	CIVIL DETAILS
L301	LANDSCAPE PLAN
L401	IRRIGATION PLAN
L501	PLANTING DETAILS
L502	IRRIGATION DETAILS
E100	PARKING LOT SITE LIGHTING PLAN
TOTAL 11 SHEETS	

CONTACTS

OWNER & APPLICANT
BOZEMAN SCHOOL DISTRICT
Attn: MATTHEW STARK - DIRECTOR OF FACILITIES
404 WEST MAIN STREET
BOZEMAN, MT 59715
P: 406-522-4879
matthew.stark@bsd7.org

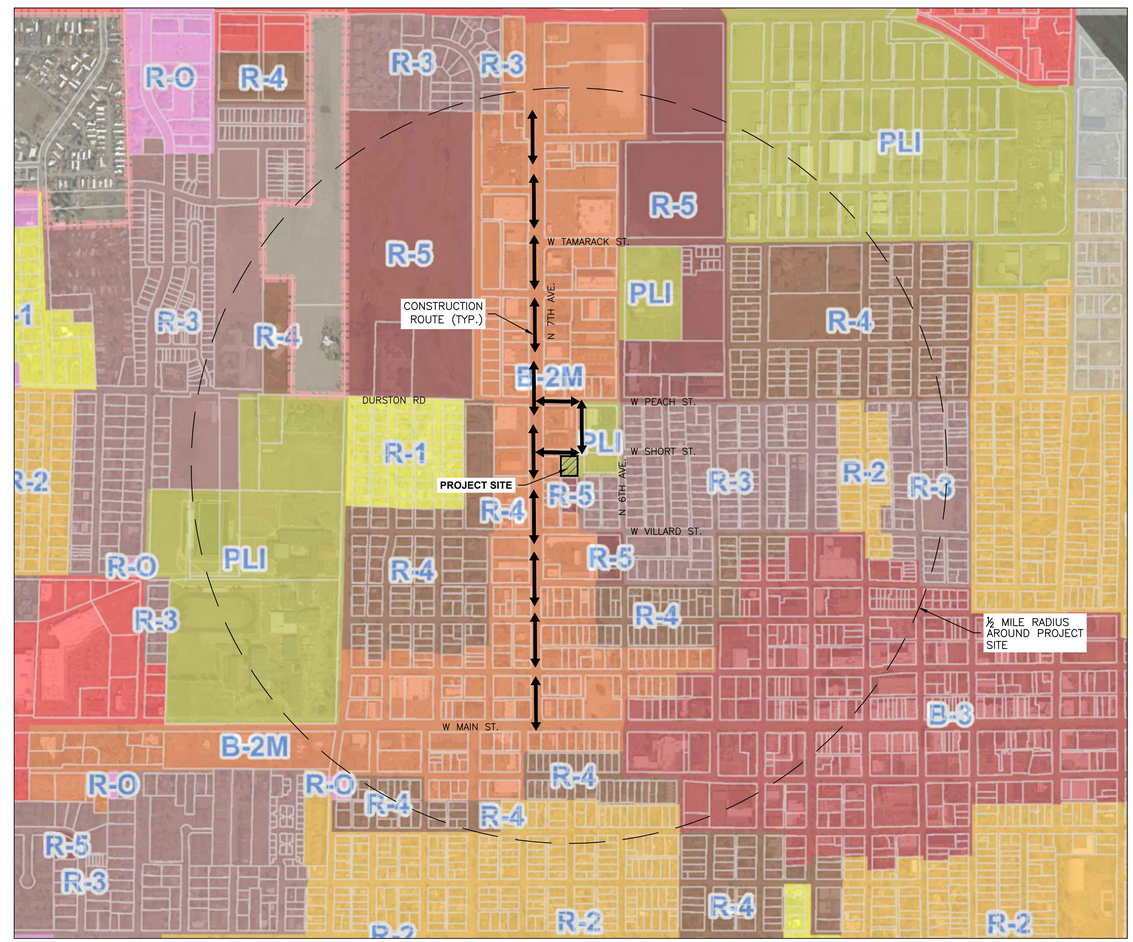
ARCHITECTURE/
LANDSCAPE ARCHITECTURE
CUSHING TERRELL
Attn: ADAM SCHLEGEL
411 E MAIN ST #101
BOZEMAN, MT 59715
P: 406-556-7100
adamschlegel@cushingterrell.com

CIVIL ENGINEER
TD&H ENGINEERING
Attn: CODY CROSKEY
234 E. BABCOCK ST. SUITE 3
BOZEMAN, MT 59715
P: 406-586-0277
cody.croskey@tdhengineering.com



LOCATION MAP

LOTS 1 & 2 IN BLOCK 3 OF THE VIOLETT ADDITION TO BOZEMAN,
LOCATED IN THE NE1/4 SEC. 12, T2S, R5E, P.M.M., GALLATIN COUNTY, MONTANA



ZONING MAP, VICINITY MAP & CONSTRUCTION ROUTE

NTS

Cushing Terrell

cushingterrell.com
800.757.9522

TD&H Engineering
406.586.0277 • tdhengineering.com
234 E. BABCOCK ST. SUITE 3 • BOZEMAN, MONTANA 59715

WHITTIER SCHOOL PARKING LOT

BOZEMAN, MT

MONTANA CODY J. CROSKEY 39999PE LICENSED PROFESSIONAL ENGINEER

© 2024 | ALL RIGHTS RESERVED

CONSTRUCTION DOCUMENTS

02.27.2026
PROJECT #| B24-039
DRAWN BY | CJC
CHECKED BY |
REVISIONS

CIVIL
COVER SHEET

C100

GENERAL NOTES

1. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN WRITING AND SHALL BE RESPONSIBLE FOR SECURING THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE BEGINNING EXCAVATION. NOTE THAT ALL UTILITIES MAY NOT BE SHOWN ON THE PLANS OR THAT UTILITIES SHOWN MAY EXTEND BEYOND WHAT IS SHOWN.
2. ALL GAS, POWER, TELEPHONE AND OTHER UNDERGROUND/OVERHEAD UTILITY LINES, POLES, OR GUY WIRES WHICH INTERFERE WITH THE CONSTRUCTION SHALL BE REMOVED OR RELOCATED BY THE UTILITY COMPANY. CONTRACTOR SHALL BE RESPONSIBLE COORDINATE ALL UTILITY RELOCATIONS AND REMOVALS WITH UTILITY COMPANIES AND NOTIFY ADJACENT PROPERTIES OF POTENTIAL OUTAGES.
3. THE CONTRACTOR SHALL EXCAVATE ALL WATER, SEWER, AND STORM DRAIN LINES PRIOR TO BEGINNING UTILITY INSTALLATION TO ENSURE CROSSING CLEARANCE AND VERIFY LINE AND GRADE OF EXISTING CONNECTIONS. THE CONTRACTOR SHALL ALSO POT HOLE FOR ALL GAS, UNDERGROUND ELECTRIC, AND COMMUNICATIONS LINES NEAR UTILITY CROSSINGS AND NEW CONNECTIONS TO LOCATE AND TO ENSURE NO CONFLICTS EXIST. THE CONTRACTOR SHALL NOTIFY THE BOZEMAN PUBLIC WORKS DEPARTMENT PRIOR TO EXCAVATION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND COMPLYING WITH ALL NECESSARY PERMITS, INCLUDING CITY OF BOZEMAN STREET CUT & ENCROACHMENT PERMITS AND THE STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY PERMIT (SWPPP) AS APPROPRIATE FOR THE TOTAL PROJECT DISTURBANCE AREA.
5. THE OWNER'S REPRESENTATIVE WILL PREPARE THE DRAFT SWPPP PLAN AS PART OF THE CITY'S BUILDING PERMIT PROCESS. THE CONTRACTOR WILL BE RESPONSIBLE TO FINALIZE AND SUBMIT THE SWPPP AND OBTAIN AN AUTHORIZATION FROM THE CITY OF BOZEMAN AND/OR MT DEQ AS APPROPRIATE FOR THE PROJECT SIZE. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR EXECUTING, ADMINISTERING, UPDATING, ENFORCING, RENEWING, AND CLOSING OUT THE SWPPP THROUGHOUT THE COURSE OF CONSTRUCTION. THE CONTRACTOR WILL BE REQUIRED TO PROVIDE A SWPPP ADMINISTRATOR FOR THE PROJECT WITH CURRENT TRAINING CERTIFICATIONS AS REQUIRED BY THE CITY OF BOZEMAN OR MT DEQ.
6. ALL CULVERTS AND DRAINAGE DITCHES AFFECTED BY CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION, UNLESS OTHERWISE NOTED ON PLANS.
7. ALL STREET & TRAFFIC SIGNS THAT INTERFERE WITH CONSTRUCTION SHALL BE REMOVED & RESET BY CONTRACTOR UNLESS SPECIFICALLY NOTED OTHERWISE.
8. CONTRACTOR SHALL REMOVE ANY OBSTACLE (TREES, BUSHES, FENCES, CONCRETE SLABS, ETC.) THAT INTERFERES WITH CONSTRUCTION UPON APPROVAL OF PROJECT ENGINEER.
9. ANY DAMAGE TO EXISTING ASPHALT WILL BE REPAIRED OR REPLACED IN KIND, UNLESS SPECIFICALLY MENTIONED OTHERWISE ON THE DRAWINGS.
10. ALL WORK SHALL BE CONDUCTED IN CONFORMANCE WITH THE SEVENTH EDITION OF THE MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS, THE CITY OF BOZEMAN MODIFICATIONS TO MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS SIXTH EDITION, AND THE CITY OF BOZEMAN DESIGN STANDARDS AND SPECIFICATIONS POLICY, INCLUDING ALL ADDENDA.
11. CONTRACTOR SHALL PROVIDE ROUTINE CLEANING/SWEEPING OF MATERIAL THAT IS DRAGGED ONTO ADJACENT STREETS.
12. THE CONTRACTOR SHALL PROVIDE ALL TRAFFIC CONTROL NECESSARY FOR WORK WITHIN THE RIGHT-OF-WAY IN ACCORDANCE WITH MUTCD
13. ALL SIDEWALKS, RAMPS, AND SIGNAGE SHALL BE CONSTRUCTED IN ACCORDANCE WITH CURRENT MUTCD AND ADA REQUIREMENTS.
14. ANY EXISTING OR NEW VALVE WHICH CONTROLS THE COB WATER SUPPLY SHALL BE OPERATED BY COB PERSONNEL ONLY.
15. THE CONTRACTOR SHALL NOTIFY THE COB WATER DEPARTMENT A MINIMUM OF 24-HOURS PRIOR TO BEGINNING ANY WORK.

GRADING NOTES

1. IF GRADES SHOWN CONFLICT WITH SPOT ELEVATIONS, SPOT ELEVATIONS SHALL GOVERN.
2. ALL SPOT ELEVATIONS ARE SHOWN TO FLOWLINE (FL), SIDEWALK (SW), OR FINISHED GRADE (FG) UNLESS OTHERWISE NOTED. THE VERTICAL DIFFERENCE FROM TOP BACK OF CURB TO FLOWLINE ON CATCH CURB IS 0.45', ON SPILL CURB IS 0.52', AND ON PEDESTRIAN DROP CURB IS 0.06'. SEE COB STANDARD DRAWING 02528-1 FOR ADDITIONAL DIMENSIONS.

PAVING NOTES

1. ASPHALT OVER 3" THICK SHALL BE PLACED IN 2 EQUAL LIFTS.
2. THE CONTRACTOR SHALL REPLACE ALL PAVEMENT MARKINGS DISTURBED BY CONSTRUCTION.
3. ALL ASPHALT PAVING AND PATHS SHALL BE PERFORMANCE GRADE 58-28 (AASHTO PERFORMANCE GRADE BINDER SPECIFICATION MP-1) IN ACCORDANCE WITH COB MODIFICATIONS TO MPWSS.

SIGN NOTES

1. ALL TRAFFIC SIGNS SHALL MEET THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. ALL SIGNS SHALL BE MADE OF DIAMOND GRADE REFLECTIVE SHEETING MEETING ASTM TYPE XI STANDARD.
3. ALL SIGNS SHALL BE CONSTRUCTION GRADE ALUMINUM MEASURING 0.08 INCH THICK.
4. INSTALL ALL SIGNS ACCORDING TO MUTCD STANDARDS AND C.O.B. STD. DWG. 09810-1.

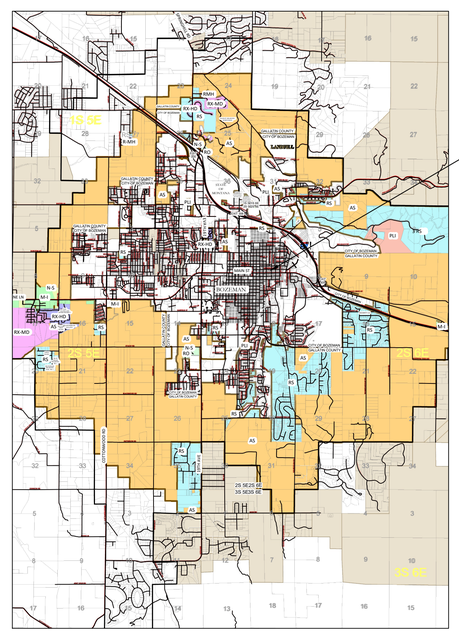
1 / C1.2
SECTION OR DETAIL DESIGNATION SYMBOL
SHEET NUMBER WHERE SECTION OR DETAIL IS SHOWN

811 Know what's **below.** **Call** before you dig.

WATER NOTES

1. ALL WATER MAINS AND SERVICES TO MAINTAIN A MINIMUM OF 6.5' OF COVER TO TOP OF PIPE.
2. ¾", 1", 1½", AND 2" LINES SHALL BE TYPE "K" COPPER SERVICE PIPE. 1½" AND 2" LINES SHALL BE STRAIGHT LENGTHS. 4" AND LARGER LINES SHALL BE CLASS 51 DUCTILE IRON.
3. ANY EXISTING WATER SERVICES TO BE ABANDONED SHALL BE REMOVED AND CAPPED AT THE MAIN.
4. ANY EXISTING OR NEW VALVES WHICH CONTROL THE COB'S WATER SUPPLY SHALL BE OPERATED BY COB PERSONNEL ONLY.
5. THE CONTRACTOR SHALL NOTIFY THE WATER DEPARTMENT A MINIMUM OF 24-HOURS PRIOR TO BEGINNING ANY WORK.
6. CONTRACTOR SHALL FIELD VERIFY LINE AND GRADE OF EXISTING CONNECTIONS.

BOZEMAN CITY LIMITS



PROJECT SITE (WITHIN CITY LIMITS)

LEGEND

NEW	EXISTING	DESCRIPTION
		BUILDING
		CLEANOUT
		CONCRETE
3415		CONTOUR
	CP #1	CONTROL POINT WITH NUMBER
		CURB & GUTTER
		EDGE OF ASPHALT
		EDGE OF GRAVEL
		ELECTRICAL BOX
		ELECTRICAL METER
		ELECTRIC – UNDERGROUND
		FIRE HYDRANT
	G	GAS
		GAS METER
		LIGHT POLE
	SS	SANITARY SEWER
	SS	SANITARY SEWER MANHOLE
	SD	STORM DRAIN
		STORM DRAIN INLET
	SD	STORM DRAIN MANHOLE
		STORM DRAIN SWALE
		COMMUNICATIONS RISER
		COMMUNICATIONS – UNDERGROUND
		TRAFFIC SIGN
		TREE – DECIDUOUS
		UTILITY POLE
	W	WATERLINE
		WATER VALVE
		WATER WELL
4877.81'		SPOT ELEVATION
		UTILITY EASEMENT LINE
		PROPERTY LINE
		TRAFFIC FLOW ARROW
		STREET/SITE LIGHT

ABBREVIATIONS

@	AT	INV.	INVERT
BOT	BOTTOM (OF WALL, ETC.)	L.F.	LINEAR FEET
C.I.	CAST IRON	MH	MANHOLE
CO	CLEAN OUT	MIN.	MINIMUM
C.O.B.	CITY OF BOZEMAN	NO.	NUMBER
D.I.	DUCTILE IRON PIPE	P.C.	POINT OF CURVATURE
DWG	DRAWING	P.T.	POINT OF TANGENCY
EA	EDGE OF ASHALT	PVC	POLYVINYLCHLORIDE
EG	EXISTING GRADE	RCP	REINFORCED CONCRETE PIPE
EL.	ELEVATION	STD	STANDARD
EXIST.	EXISTING	ST.	STREET
FF	FINISHED FLOOR	SW	SIDEWALK
FG	FINISHED GRADE	TBC	TOP BACK OF CURB
FL	FLOW LINE	TOP	TOP (OF WALL, ETC.)
		TYP	TYPICAL
		W/	WITH

SCALING NOTE

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BOZEMAN, MT
WHITTIER SCHOOL PARKING LOT

MONTANA CODY J. CROSKEY Lic. No. 38999PE LICENSED PROFESSIONAL ENGINEER

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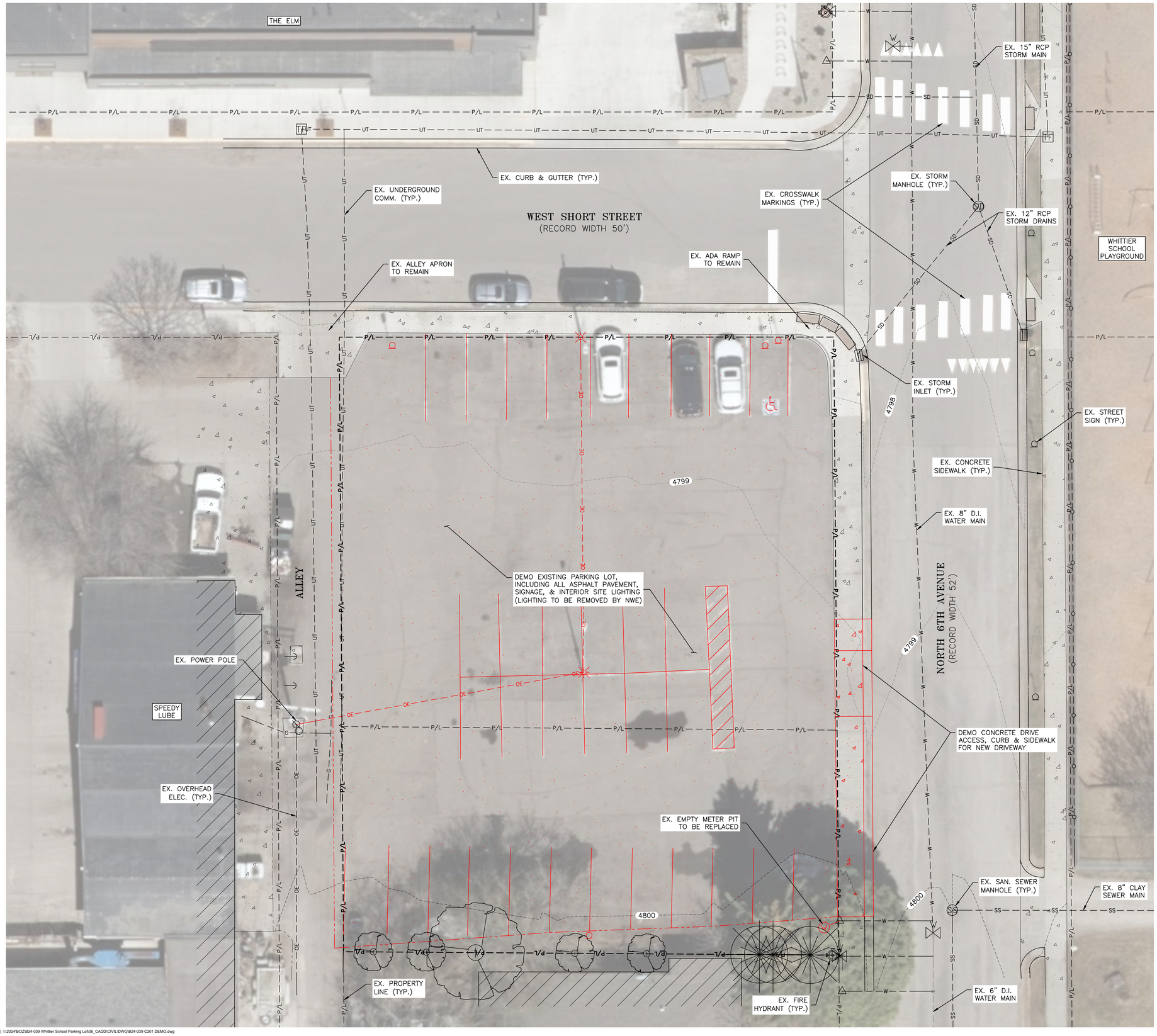
NOTES, LEGEND, & ABBREVIATIONS

C101



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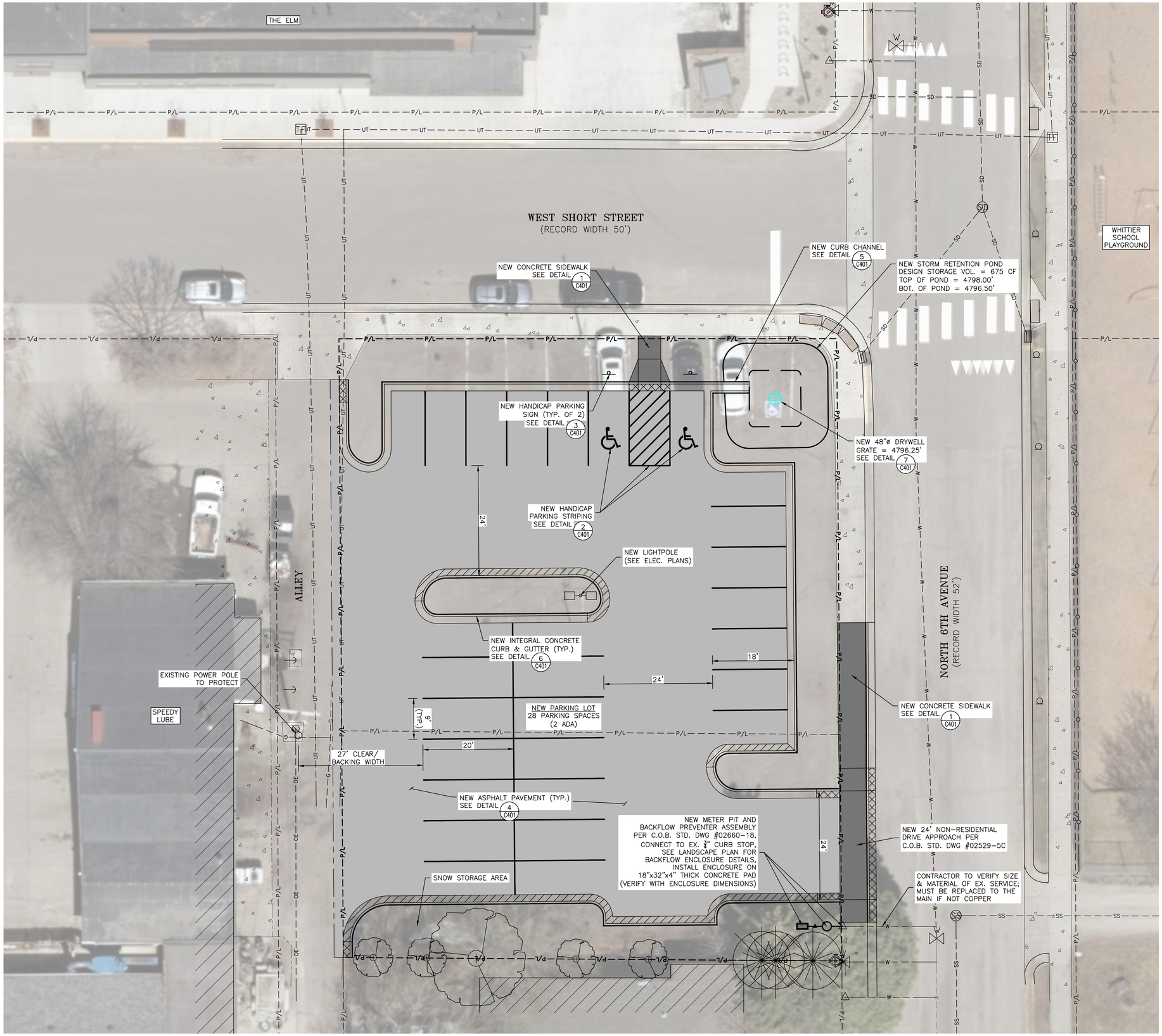
EXISTING CONDITIONS & DEMOLITION PLAN

C201



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0 10' 20' 30'
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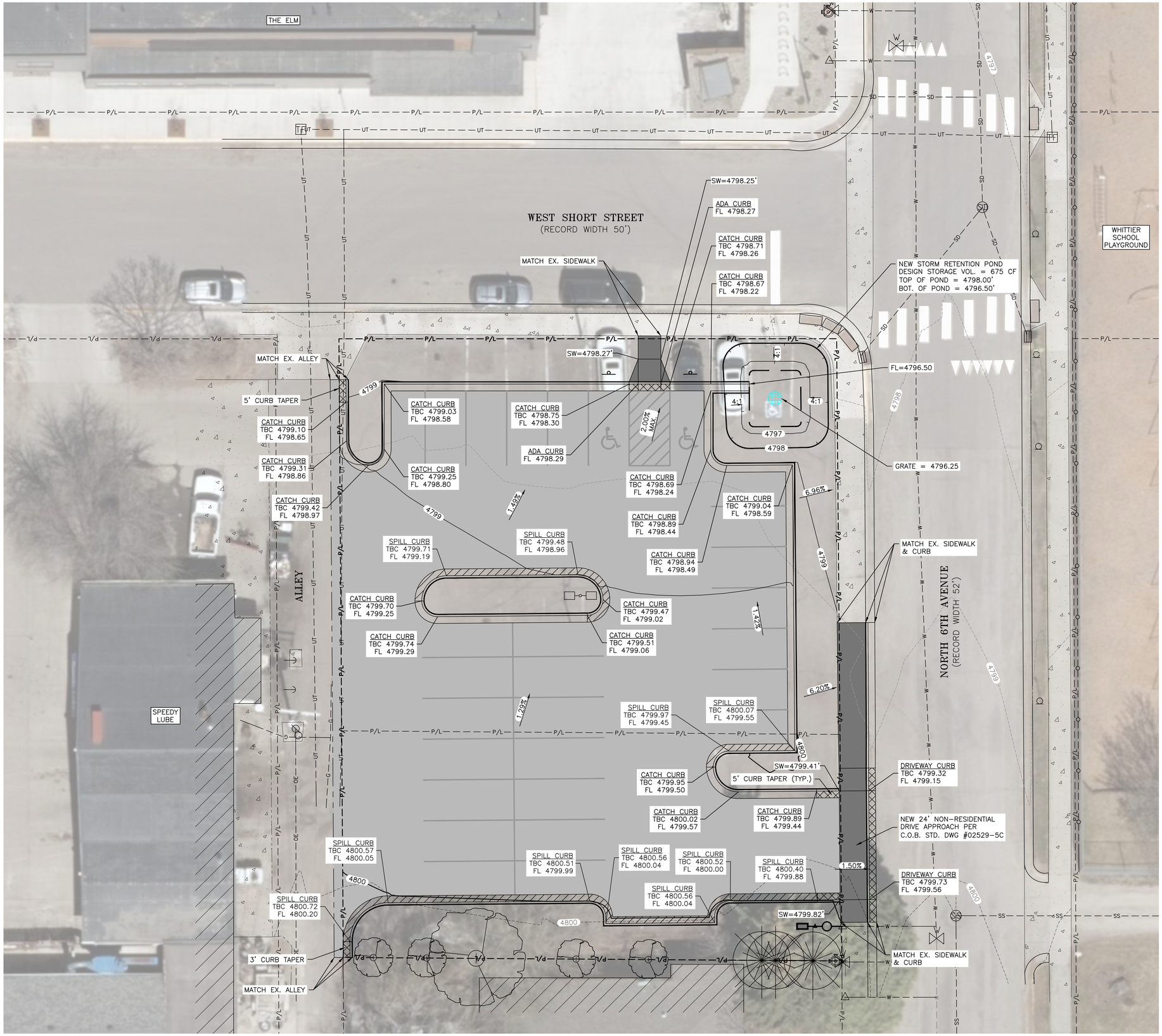
CIVIL SITE PLAN

C301



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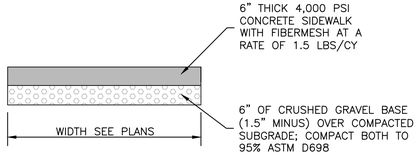
0 10' 20' 30'
SCALE

CIVIL GRADING PLAN

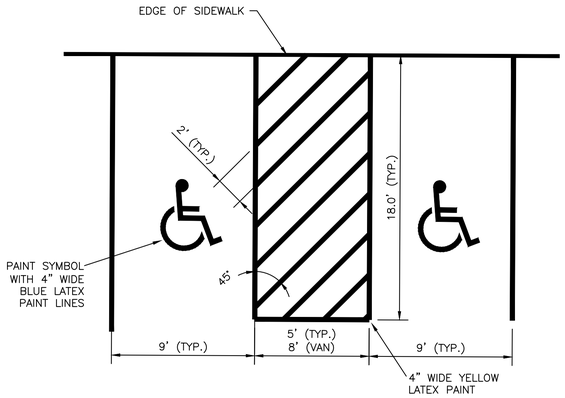
C302



NOTES:

1. BROOM FINISH INTERIOR OF EACH SECTION.
2. PROVIDE CONTRACTION JOINTS EVERY 25–FT AND CONTROL JOINTS EVERY 5–FT, OR AS NOTED ON LANDSCAPE PLAN.

CONCRETE SIDEWALK DETAIL 1/C401
NO SCALE



ADA PARKING SPACE STRIPING DETAIL 2/C401
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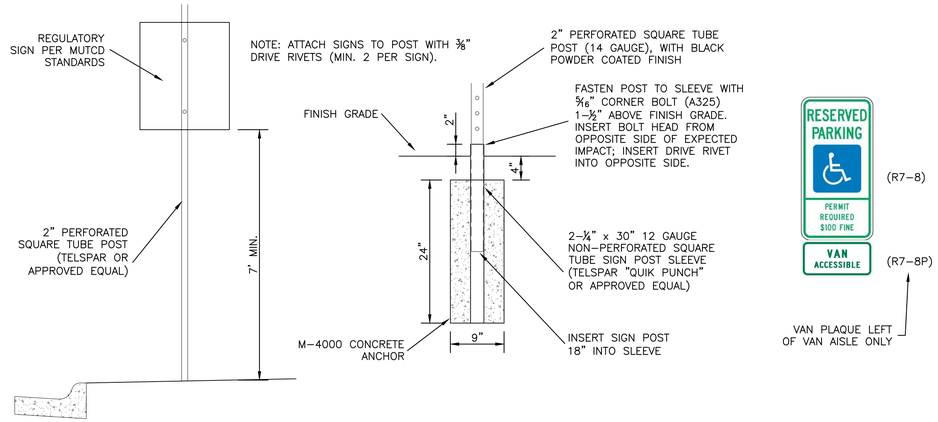
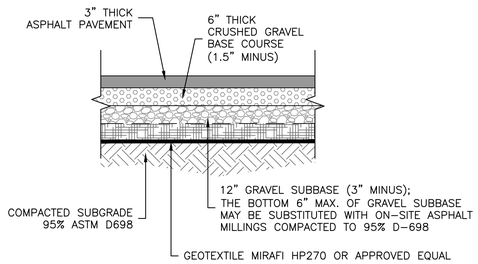


SIGN NOTES:

1. ALL SIGN AND PAVEMENT MARKING LAYOUTS SHALL BE PER THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND STANDARD HIGHWAY SIGNS BOOK.
2. ALL SIGNS SHALL BE MADE OF DIAMOND GRADE REFLECTIVE SHEETING MEETING ASTM TYPE XI STANDARD.
3. ALL SIGNS SHALL BE CONSTRUCTION GRADE ALUMINUM MEASURING 0.08 INCH THICK.

ADA SIGN & POST DETAIL 3/C401
NO SCALE



ASPHALT SECTION 4/C401
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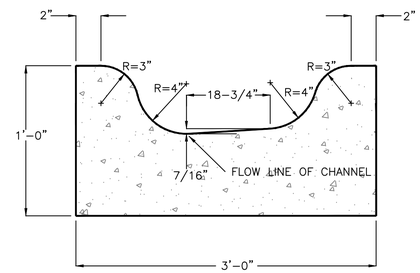
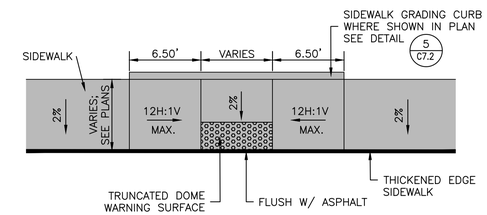


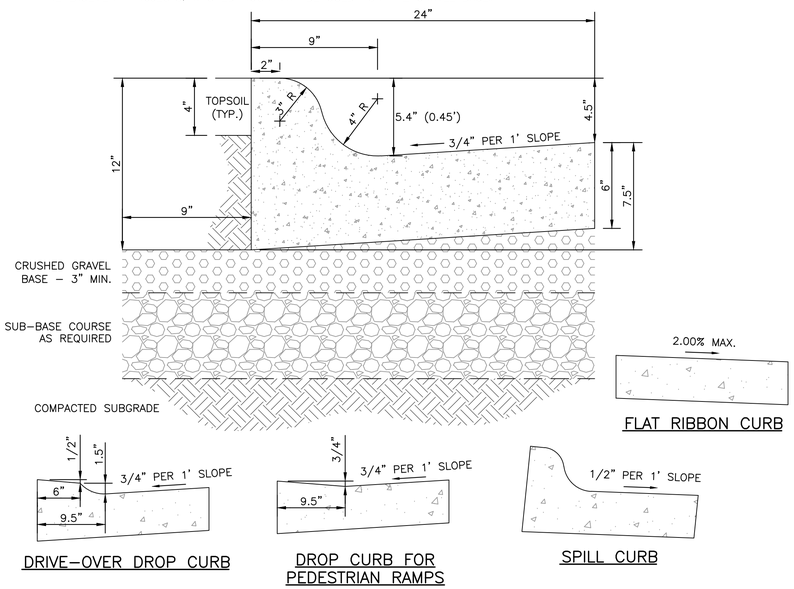
CURB CHANNEL DETAIL 5/C401
NO SCALE



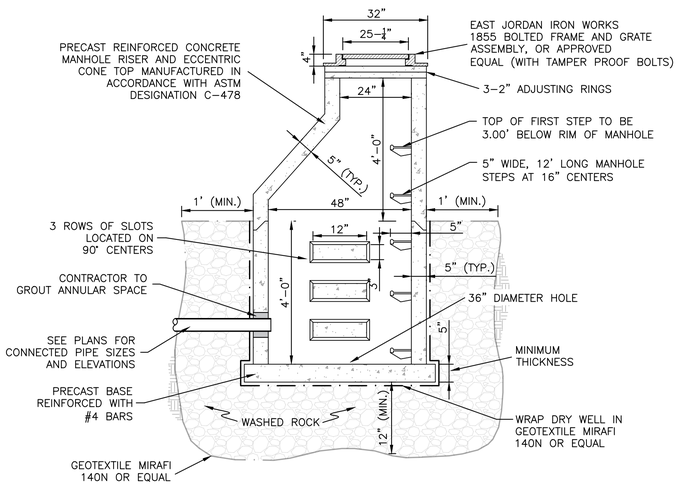
TYPE 1 ADA RAMP

NOTES:

1. SUBGRADE OR BASE COURSE COMPACTION SHALL CONFORM TO SECTION 02230 (M.P.W. SPECS., 1996 EDITION.)
2. CONTRACTION JOINTS SHALL BE PLACED AT 10' INTERVALS AND SHALL HAVE A MINIMUM DEPTH OF 3/4" AND MINIMUM WIDTH OF 1/8".
3. 1/2" EXPANSION JOINT MATERIAL SHALL BE PLACED AT ALL P.C.s, P.T.s, CURB RETURNS AND AT NOT MORE THAN 300' INTERVALS. THE EXPANSION MATERIAL SHALL EXTEND THROUGH THE FULL DEPTH OF THE CURB AND GUTTER.
4. NO CURB AND GUTTER SHALL BE PLACED WITHOUT FINAL FORM INSPECTION BY THE CITY ENGINEER OR HIS REPRESENTATIVE.
5. CONCRETE SHALL BE CLASS M–4000.
6. CRUSHED GRAVEL BASE SHALL MEET THE REQUIREMENTS OF SECTION 02235 (M.P.W SPECS, 2003 EDITION.) FOR CURB AND GUTTER REPLACEMENT PROJECTS, WASHED ROCK MAY BE USED FOR THE GRAVEL BASE.



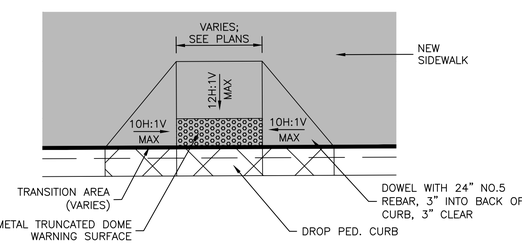
INTEGRAL CONCRETE CURB & GUTTER DETAIL 6/C401
NO SCALE



48" DIA. DRY WELL

NOTES:
1. CONTRACTOR TO CONNECT DRAIN PIPES TO DRY WELL WITH GROUT OR A–LOCK CONNECTIONS.
2. BOTTOM OF DRY WELL TO BE BURIED A MINIMUM OF 1–FT INTO NATIVE GRAVEL.

48" DIA. DRYWELL DETAIL 7/C401
NO SCALE



TYPE 2 ADA RAMP

NOTES:

1. ON–SITE RAMPS TO BE CONSTRUCTED USING 6" THICK, 4,000 PSI CONCRETE W/ FIBER MESH AT A RATE OF 1.5 LB/CY OR 6X6X10 GAUGE WELDED WIRE FABRIC AT MID–DEPTH.
2. CONCRETE SIDEWALKS AND RAMPS TO BE CONSTRUCTED IN ACCORDANCE WITH MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS (MPWSS).
3. ALL CONSTRUCTED SIDEWALKS, RAMPS, AND SURFACES SHALL COMPLY WITH THE MOST CURRENT ADA STANDARDS.
4. TRUNCATED DOME WARNING SURFACES TO BE METAL AND SHALL REQUIRE SHOP DRAWINGS TO BE APPROVED BY ENGINEER.

ADA RAMP DETAIL 8/C401
NO SCALE

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CIVIL DETAILS

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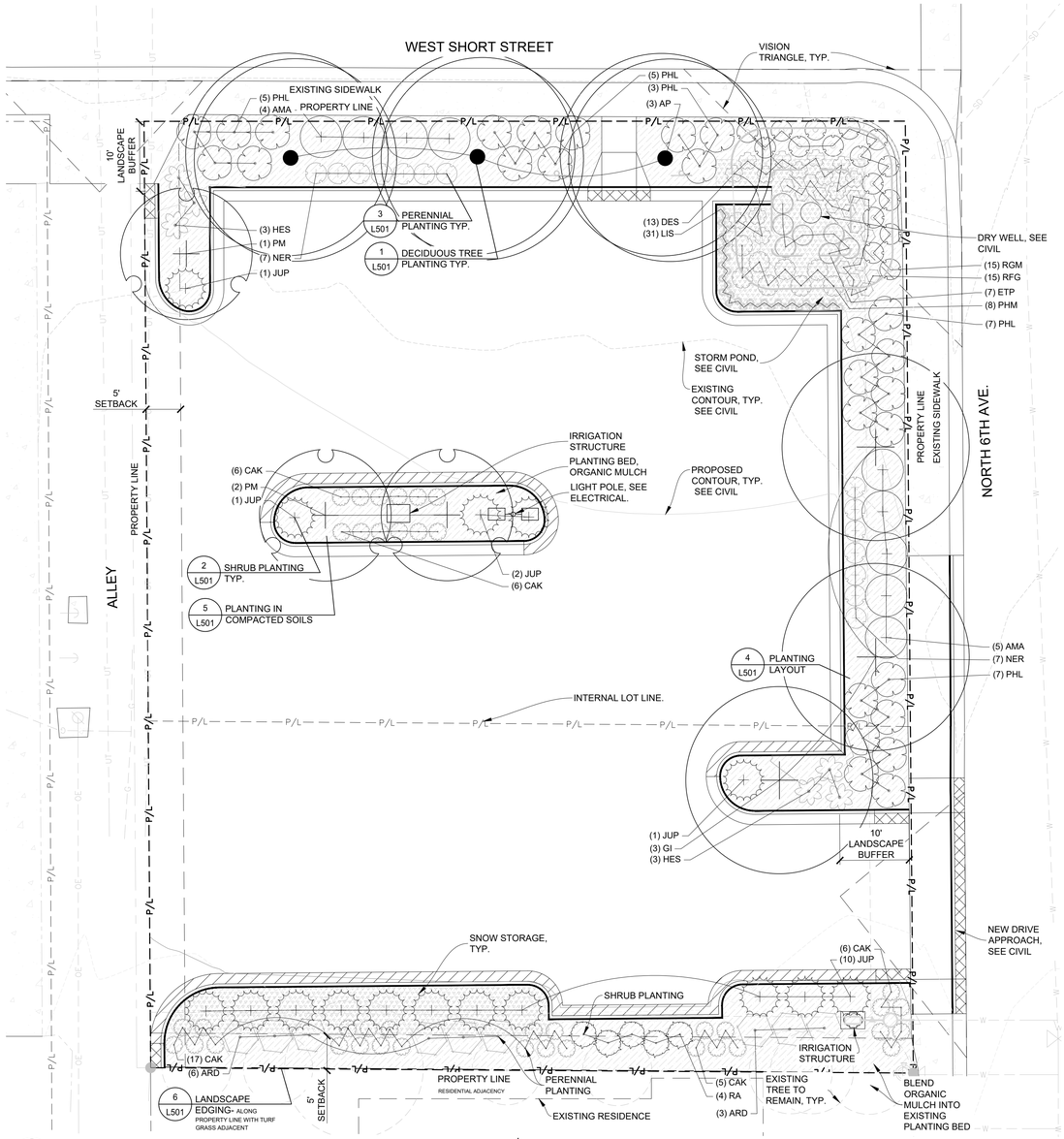

1 L301 PLANTING PLAN 1"= 10'

PLANTING LEGEND

- PLANTER - ORGANIC MULCH, SEE DETAIL,
- SNOW STORAGE
- DECIDUOUS TREE PLANTING - LARGE, SEE DETAIL
- DECIDUOUS TREE PLANTING - SMALL, SEE DETAIL
- SHRUB PLANTING, SEE DETAIL
- PERENNIAL PLANTING - FLOWERING OR ORNAMENTAL GRASS
- EDGING -STEEL, SEE DETAIL

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	INSTALL SIZE	PKG.	MATURE SIZE
DECIDUOUS TREES						
AP	3	ACER PLATANOIDES `POND` TM	EMERALD LUSTRE MAPLE	2" CAL.	B&B	50-60`H X 40-50`W
GI	3	GLEDITSIA TRIACANTHOS INERMIS `SKYCOLE` TM	SKYLINE THORNLESS HONEY LOCUST	2" CAL.	B&B	35-45`H X 25-35`W
ORNAMENTAL TREES						
PM	3	PRUNUS MAACKII	AMUR CHOKECHERRY	1.5" CAL.	B&B	20-30`H X 15-25`W
CONIFEROUS SHRUB						
JUP	16	JUNIPERUS HORIZONTALIS `PRINCE OF WALES`	PRINCE OF WALES JUNIPER	5 GAL.	POT	0.25-0.5`H X 3-6`W
DECIDUOUS SHRUB						
AMA	9	AMELANCHIER ALNIFOLIA `REGENT`	REGENT SERVICEBERRY	5 GAL.	POT	4-6`H X 4-6`W
PHL	27	PHYSOCARPUS OPULIFOLIUS `LITTLE DEVIL` TM	LITTLE DEVIL DWARF NINEBARK	5 GAL.	POT	3-6`H X 3-6`W
RA	5	RIBES ALPINUM	ALPINE CURRANT	5 GAL.	POT	4-6`H X 4-5`W
RGM	16	RIBES ALPINUM `GREEN MOUND`	GREEN MOUND ALPINE CURRANT	5 GAL.	POT	2-3`H X 2-3`W
GRASSES						
CAK	40	CALAMAGROSTIS X ACUTIFLORA `KARL FOERSTER`	FEATHER REED GRASS	1 GAL.	POT	3-5`H X 1.5-2.5`W
DES	13	DESCHAMPSIA CESPITOSA	TUFTED HAIR GRASS	1 GAL.	POT	2-3`H X 2-3`W
HES	6	HELICTOTRICHON SEMPERVIRENS	BLUE OAT GRASS	1 GAL.	POT	
PHM	8	PANICUM VIRGATUM `HEAVY METAL`	HEAVY METAL SWITCH GRASS	1 GAL.	POT	3-4`H X 2-3`W
PERENNIALS						
ARD	9	ARUNCUS DIOICUS	GOATSBEARD	1 GAL.		4-6`H X 4-6`W
ETP	7	EUTROCHIUM PURPUREUM	JOE PYE WEED	1 GAL.	POT	4-6'H X 2-3'W
LIS	31	LIATRIS SPICATA	BLAZING STAR	1 GAL.	POT	1-3` H X 1-1.5`W
NER	14	NEPETA RACEMOSA `WALKER`S LOW'	CATMINT	1 GAL.	POT	2-2.5`H X 2.5-3`W
RFG	16	RUDBECKIA FULGIDA SULLIVANTII 'GOLDSTURM'	GOLDSTURM CONEFLOWER	1 GAL.	POT	2-3`H X 1-2`W

PLANTING NOTES:

1. SEE GENERAL NOTES FOR ADDITIONAL INFORMATION.
2. EVALUATE EXISTING SITE CONDITIONS AND REMEDY AS REQUIRED TO PROVIDE FOR HEALTHY PLANT GROWTH AND MITIGATE UNSIGHTLY CONDITIONS.
3. RE-GRADE, PREPARE SOIL AND PLANT ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITY. PLANT PER PLANTING PLAN. FOR DISTURBANCES BEYOND PLAN, MATCH EXISTING PLANTS AND ACCESSORIES. SOD EXISTING IRRIGATED TURF. A DISTURBED AREA SHALL BE WHERE CONSTRUCTION ACTIVITIES INCLUDING TRENCHING, DEMOLITION, EARTHWORK, MATERIAL STORAGE, STAGING AND PARKING OR ANY OTHER FORM OF EXCAVATION, COMPACTION, OR TRAFFIC RESULTS IN THE REMOVAL OR DISPLACEMENT OF EXISTING GROUNDCOVER OR GRADE. PROVIDE SMOOTH AND CLEAN TRANSITION BETWEEN EXISTING AND DISTURBANCES. IRRIGATION DISTURBANCE AREAS ARE CONCEPTUAL, COORDINATE ACTUAL.
4. CONTRACTOR SHALL COLLECT A SAMPLE OF EXISTING AND ANY REQUIRED SUPPLEMENTAL IMPORTED TOPSOIL, CLEAN IT OF ALL EXTRANEOUS DEBRIS, AND SUBMIT IT TO AN AUTHORIZED SOILS TESTING AGENCY TO DETERMINE ADDITIONAL SOIL AMENDMENTS (ORGANIC, INORGANIC, FERTILIZERS) THAT ARE REQUIRED FOR OPTIMUM SUITABILITY FOR PLANTING USE. THE CONTRACTOR SHALL SUBMIT A COPY OF THE OFFICIAL TEST RESULTS TO THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL OBTAIN AND INCORPORATE ALL SUPPLEMENTAL SOIL AMENDMENTS DEEMED NECESSARY BY THE LANDSCAPE ARCHITECT.
2. PRIOR TO TOPSOIL PLACEMENT, TILL SUBGRADE TO 6" AND APPLY SOIL AMENDMENTS AS RECOMMENDED FROM SOIL TESTING AGENCY INTO TOP 2" OF SUBGRADE. REMOVE SOIL OR ROCKS GREATER THAN 2", SPREAD AND MIX UNAMENDED SOIL WITH SOIL AMENDMENTS (EXCEPT COMPOST & FERTILIZER) IN 6" LIFTS. COMPACT TO 75-82% OF MAX. STANDARD PROCTOR. APPLY FERTILIZER NO MORE THAN 7 DAYS BEFORE PLANTING. DO NOT APPLY MATERIALS OR TILL IF EXISTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET. FINISH GRADE SOIL TO SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE WITHOUT DEPRESSIONS OR RIDGES.
3. GRADE TOPSOIL TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. ROLL AND RAKE, REMOVED RIDGES, AND FILL DEPRESSION TO MEET FINISH GRADES.
4. FINISH GRADE UNIFORMLY WITH ROUNDED SURFACES AT TOPS AND BOTTOMS OF ABRUPT CHANGES IN PLANE.
5. ADJUST GRADES AS REQUIRED TO ACCOMMODATE UNCONSIDERED EXISTING CONDITIONS AND PROVIDE SMOOTH TRANSITIONS BETWEEN EXISTING AND NEW GRADES.
6. PROTECT GRADED AREAS FROM UNDUE EROSION.
7. TURF/GRASS AREAS SHALL RECEIVE 6" OF TOPSOIL AND PLANTER AREAS SHALL RECEIVE 12" OF TOPSOIL. AT PAVING IN SHRUB/PLANTER AREAS BRING FULL TOPSOIL DEPTH TO WITHIN 3" OF FINISH GRADE TO ALLOW FOR MULCH. COORDINATE TOPSOIL INSTALLATION WITH OTHER TRADES. CONTRACTOR SHALL VERIFY CHARACTERISTICS OF TOPSOIL TO BE INSTALLED AND AMEND AS REQUIRED TO GET PROPER CHARACTERISTICS AND DEPTH.
8. ALL PLANT MATERIAL SHALL RECEIVE ADEQUATE AMOUNT OF WATER TO MEET WATERING REQUIREMENTS SUPPLIED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM UNLESS NOTED OTHERWISE. SEE PERFORMANCE IRRIGATION PLAN AND NOTES. PRIOR TO PLANTING, IRRIGATION SYSTEM SHALL BE INSTALLED AND FULLY OPERATIONAL AND PLANTING AREAS THOROUGHLY SOAKED. COORDINATE WITH IRRIGATION CONTRACTOR.
9. CONTRACTOR SHALL WARRANTY PLANT MATERIAL FOR 12 MONTHS FROM PLANTING COMPLETION & AT END OF WARRANTY PERIOD REPLACE PLANTS MORE THAN 25% DEAD OR IN UNHEALTHY CONDITION. FOR REPLACED PLANT MATERIAL, AN EXTENDED 12 MONTH WARRANTY TO BE PROVIDED.
10. CONTRACTOR SHALL MAINTAIN PLANT MATERIAL FOR 3 MONTHS FROM PLANTING DATE.

TREE, SHRUB, & PERENNIAL:

3. PRIOR TO PLANTING INSTALLATION, CONTRACTOR TO CONTACT ARCHITECT FOR PLANT INSPECTION AND PLANT LAYOUT PRIOR TO DIGGING PLANTING HOLES.
4. ALL PLANT MATERIAL SHALL BE INSTALLED AS DETAILED AND CONFORM TO THE CURRENT AMERICAN NURSERY AND LANDSCAPE ASSOCIATION STANDARD FOR NURSERY STOCK.
5. CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES. THE ILLUSTRATED LOCATION SHALL DICTATE COUNT.
6. NO PLANT SUBSTITUTIONS WILL BE ALLOWED WITHOUT WRITTEN CONSENT FROM THE LANDSCAPE ARCHITECT.
7. PROVIDE MULCH IN PLANTER BEDS AS FOLLOWS AND AS DETAILED. SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR APPROVAL:
   A. PLANTING BEDS: SHREDDED HARDWOOD, $\frac{1}{2}$" - 3" SIZE NATURAL COLOR.
   B. NO WEED BARRIER FABRIC IS TO BE USED IN ANY LOCATION.
8. EDGING TO BE STEEL WITH LOOPS STAMPED FROM OR WELDED TO FACE OF SECTIONS TO RECEIVE STAKES. SIZE TO BE $\frac{3}{16}$" X 4", COLOR TO BE UNFINISHED, USING 12" STAKES AS DETAILED AND LOCATED ON PLAN BETWEEN ADJACENT EXISTING TURF GRASS AND NEW PLANTING BED.
9. FOR COMPACTED AREAS (PREVIOUSLY PAVED/HARDPAN AREAS), SCARIFY SOILS AS SPECIFIED AND MODIFY PLANTING PIT AS SPECIFIED & DETAILED.
10. IF SUBSOIL CONDITIONS SHOW EVIDENCE OF UNEXPECTED WATER SEEPAGE OR RETENTION NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY AND MITIGATE AS REQUIRED.

GENERAL NOTES

A. VERIFY EXISTING CONDITIONS AND LOCATE ALL EXISTING UTILITIES INCLUDING ANY THAT MAY NOT BE INDICATED ON THIS PLAN. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
B. PROTECT ALL EXISTING IMPROVEMENTS TO REMAIN AND REPAIR BACK TO ORIGINAL CONDITION AT CONTRACTOR'S EXPENSE IF DAMAGE OCCURS RESULTANT FROM CONTRACTOR'S OPERATIONS OR NEGLIGENCE.
C. PROVIDE ALL DEMOLITION INCIDENTAL TO OR REQUIRED FOR NEW CONSTRUCTION WHETHER OR NOT IT IS SPECIFICALLY NOTED.
D. DO NOT SCALE DRAWINGS. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO BEGINNING WORK. START OF WORK CONSTITUTES ACCEPTANCE OF CONDITIONS.
E. CHANGES OR DEVIATIONS FROM THE DRAWINGS MADE WITHOUT THE WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT AND/OR AN APPROVED CHANGE ORDER WILL BE CONSIDERED UNAUTHORIZED. COORDINATE NECESSARY MODIFICATIONS WITH ARCHITECT PRIOR TO EXECUTING CONSTRUCTION. SEE SPECIFICATIONS FOR CONTRACT MODIFICATION PROCEDURES AND AS-BUILT REQUIREMENTS.
F. REVIEW ALL DISCIPLINE DRAWINGS AND COORDINATE WITH GENERAL CONTRACTOR AND ALL TRADE CONTRACTORS FOR WORK SHOWN ON LANDSCAPE DRAWINGS AND SPECIFICATIONS.
G. NOTIFY LANDSCAPE ARCHITECT AND OWNER IN WRITING OF ANY EXPECTED DISRUPTIONS IN SERVICE OR CHANGES IN CONSTRUCTION SCHEDULE AND OBTAIN WRITTEN PERMISSION AS SPECIFIED.
H. IN THE EVENT OF ANY DISCREPANCIES, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.
I. NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT WRITTEN CONSENT FROM THE LANDSCAPE ARCHITECT.
J. PROVIDE ALL COMPONENTS AND ACCESSORIES FOR A COMPLETE AND FINISHED INSTALLATION FOR PRODUCTS SHOWN ON THE DRAWING SHEETS.
K. THE PROJECT MANUAL SPECIFICATIONS ARE AN INTEGRAL PART OF THESE DOCUMENTS. REVIEW ALL PROJECT INFORMATION.
L. ELECTRONIC FILES FOR LAYOUT AVAILABLE UPON WRITTEN REQUEST.
M. NOTIFY LANDSCAPE ARCHITECT IN WRITING 7 DAYS PRIOR TO SCHEDULE INSPECTIONS.
N. DURING ALL INSTALLATION, KEEP ADJACENT PAVING, CONSTRUCTION AREAS, AND WORK AREAS CLEAN AND IN ORDERLY CONDITION. PROTECT ALL STRUCTURES, UTILITIES, AND SITE IMPROVEMENTS, INCLUDING PLANT AND IRRIGATION MATERIALS FROM DAMAGE DUE TO LANDSCAPE OPERATIONS OR ACTIVITIES BY OTHER CONTRACTORS AND TRADES. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS. TREAT, REPAIR, OR REPLACE ANY DAMAGED IMPROVEMENTS, INCLUDING PLANTINGS OR IRRIGATION EQUIPMENT.

LANDSCAPE CODE

REQUIRED	PROVIDED
DIVISION 38.550. - LANDSCAPING	
Sec. 38.550.050. - Mandatory landscaping provisions. B.A landscape plan must provide 75 percent or greater of the proposed trees and shrubs as drought tolerant species as defined in the latest edition of the Montana Nursery and Landscape Association's Drought Tolerant Plants.	YES, 100% TREES AND SHRUBS DROUGHT TOLERANT
E.Street frontage landscaping required. 1.Except in R-S districts, all street rights-of-way must include one large canopy tree for each 50 feet of total street frontage rounded to the nearest whole number. Prior to planting street trees, a permit from the forestry department is required.	NORTH 6TH STREET: 114 STREET FRONTAGE - 2 TREE PROVIDED WEST SHORT STREET: 11O STREET FRONTAGE- 2 TREES PROVIDED
G.Acceptable landscape materials. 1.Acceptable plant materials are those identified as hardy in Zones 1 through 4. 2.No artificial plant materials may be used to satisfy the requirements of this division 38.550. 3.Plant materials used to satisfy the requirements of this division 38.550 must comply with the following minimum size requirements at the time of installation (depending on the standard measuring technique for the species): a.Large canopy and non-canopy trees must have either: (1)For deciduous trees a minimum caliper of one and one-half inches to two inches; or (2)For evergreen trees a minimum height of eight feet. b.Small canopy and non-canopy trees must have either: (1)For deciduous trees a minimum caliper of one inch; or (2)For evergreen trees a minimum height of six feet. c.All other non-turf plantings must meet American Nursery and Landscape Association standards.	YES
PARKING LOT DESIGN.	
C.Parking lot landscaping. C.2.a.Parking lot screening required (1) All parking lots located on a lot with a residential adjacency must be screened from that residential adjacency; (2) All parking lots located between a principal structure and a public street, must be screened from the public street; (3)The screening required under this subsection must be continuous and not less than four feet in width unless a different width is specified in 38.510.030; and (4)Screening must be maintained at a height of four to six feet except as otherwise restricted by fence and hedge height limits within required front setbacks and street vision triangles. b.Large canopy trees, large non-canopy trees or small trees must be provided in, or within 20 feet of, the parking lot at a minimum average density of: (1)One large canopy tree; or (2)One large non-canopy tree and one small tree; or (3)Three small trees for each nine parking spaces required or provided. PARKING SPACES: **28** SPACES = 3 TREE REQUIRED c.No parking space shall be located more than 70 feet from the trunk of a tree. d.No tree shall be planted closer than three feet to the back of the curb or edging equivalent.	PARKING LOT SCREENING PROVIDED ALONG STREET FRONTAGE AND SOUTH PROPERTY LINE WITH RESIDENTIAL ADJACENCY PARKING SPACES: 28 SPACES = 2 CANOPY AND 3 ORNAMENTAL TREE PROVIDED
CODE	
Table 38.510.030.G Other block frontage standards Parking location There are no parking lot location restrictions, except that a 10' buffer of landscaping between the street and off street parking areas meeting the performance standards of division 38.550 of this division is required.	10' BUFFER PROVIDED ON SHORT AND 6TH AVE.
Sec. 38.400.100. - Street vision triangle. B.Collector and local streets. On corner lots, on collector and local streets, in all districts, no fence, wall or planting in excess of 30 inches above the street centerline grades is permitted within a triangular area defined as follows: beginning at the intersection of the projected curblines of two intersecting streets, thence 40 feet along one curbline, thence diagonally to a point 40 feet from the point of beginning on the other curbline, then to the point of beginning. C.Drive aisles and alleys. At the intersection of each driveway or alley with a street, no fence, wall or planting in excess of 30 inches above the street centerline grade is permitted within a triangular area where corners are defined by two points on the right-of-way line, 15 feet on each side of the centerline of the driveway or alley and a point on centerline ten feet outside the right-of-way. Any driveway or alley wider than 30 feet curb to curb at the right-of-way line must use the vision triangle standard for local streets when intersecting local, collector, or arterial streets. D.Provision for trees in street vision triangle. 1.Single-stem canopy trees are discouraged but may be permitted in street vision triangles as described in this section, provided that mature trees do not significantly affect safe driving conditions and are maintained such that no canopy foliage exists below a height of ten feet above centerline of intersecting streets.	YES

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BOZEMAN, MT

WHITTIER SCHOOL PARKING LOT

STATE OF MONTANA
DEBRA ANN-LESLIE ROSA
2054
LICENSED LANDSCAPE ARCHITECT

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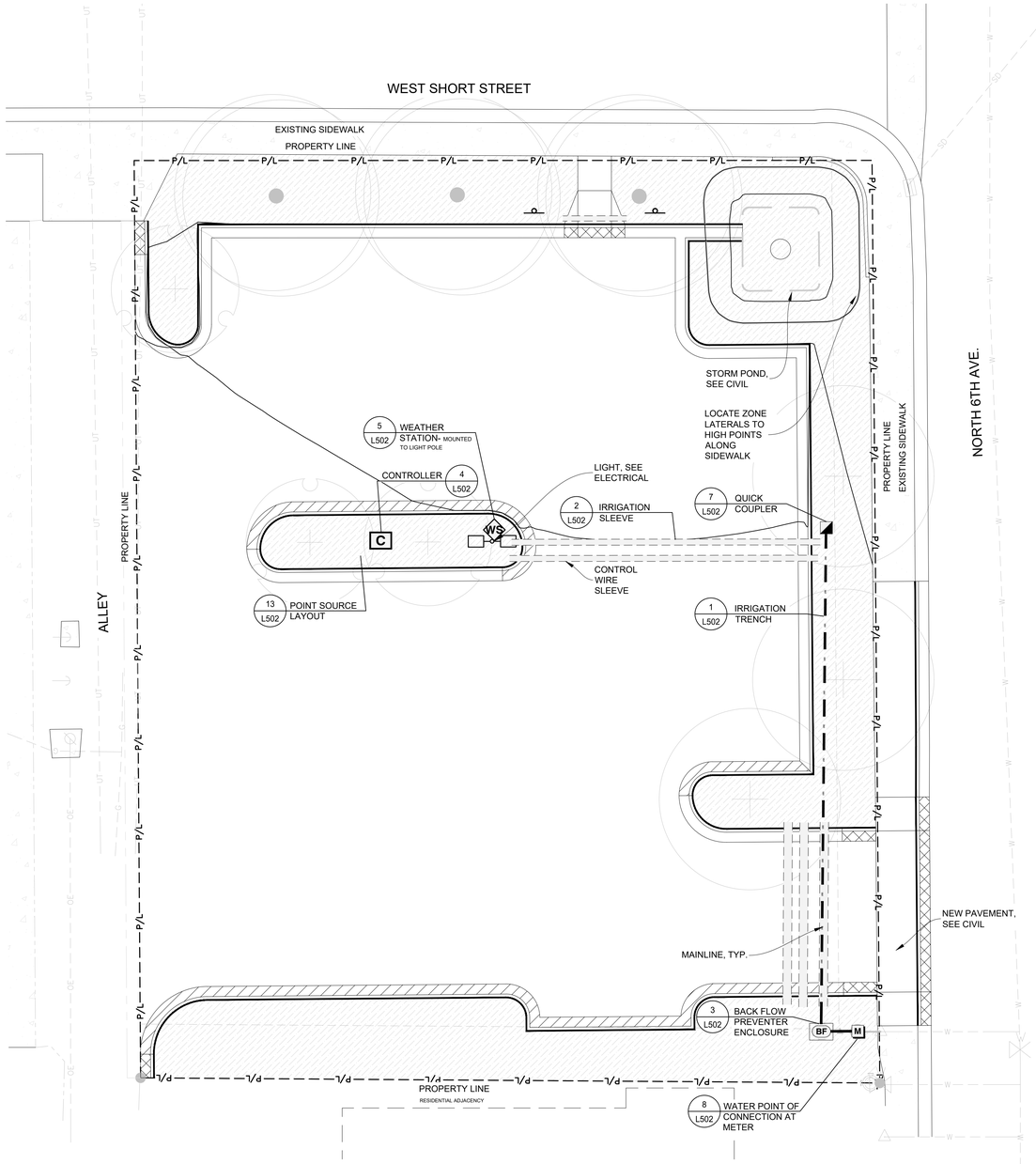
02.27.2026
PROJ# | COB24_URD02
DESIGNED BY |
DRAWN BY | CHRISTOFANELLI
REVIEWED BY | ROSA
REVISIONS
-

LANDSCAPE PLAN

L301



1 L401 IRRIGATION PLAN

1"= 10'

NORTH REF.

0 5' 10' 20'

SCALE: 1" = 10'

IRRIGATION LEGEND:

* DENOTES MODEL OR APPROVED EQUAL

SYMBOL	DESCRIPTION	SIZE	MANUF.	MODEL NUMBER
	MAIN LINE	3/4"		CLASS 200 PVC
	LATERAL LINE (DISTRIBUTION /CIRCUIT)	3/4", 1", 1 1/4"		SEE BELOW
	SLEEVE	4" MIN.		SCHED 40 PVC
	ISOLATION GATE VALVE	LINE SIZE		
B	MANUAL DRAIN			
A	AIR RELIEF VALVE	3/4 "	HUNTER	AVR075*
C	IRRIGATION CONTROLLERS	NA	HUNTER	PRO C
	QUICK COUPLER VALVE	3/4"	HUNTER	33DRC
WS	WEATHER STATION	NA	HUNTER	SOLAR-SYNC-SEN
FS	FLOW SENSOR	3/4"	HUNTER	FLOW CLICK
MV	MASTER VALVE	3/4"	HUNTER	PGV-075
BF	BACK FLOW PREVENTER	3/4"	SEE CIVIL	
	DRIP: (POINT SOURCE) - PLANTER AREAS			
	DRIP ZONE VALVE	3/4", 1", 1 1/4"	HUNTER*	XCZ-075
	DISTRIBUTION LINE	3/4", 1", 1 1/4"		CLASS 200 PVC, OR PE 150 PSI MIN.
	POINT SOURCE EMITTERS	1 GPH	RAINBIRD*	XB-10PC-1032*
	DRIP MANUAL FLUSHING VALVE	1" or 1 1/4"	RAINBIRD*	BVAL501-S*
	DRIP TUBING	1/2", 3/4", 1", 1 1/4"		

PERFORMANCE IRRIGATION NOTES

1. SEE GENERAL NOTES AND PLANTING PLAN.
2. CONTRACTOR TO DESIGN AND INSTALL UNDERGROUND AUTOMATIC IRRIGATION SYSTEM TO PROVIDE ADEQUATE WATER FOR ALL PLANT MATERIAL AS SHOWN ON L301. SCHEMATIC LAYOUT IS PROVIDED.
3. INSTALL MANUAL DRAINS AT LOW POINTS AND AIR RELIEF VALVES AT HIGH POINTS ALONG MAINLINE. INSTALL QUICK COUPLERS AT END OF MAINLINE AND ISOLATION VALVES DOWNSTREAM OF MAINLINE TEES.
4. IRRIGATION SYSTEM TO BE INSTALLED TO PREVENT OVER-SPRAY ONTO BUILDING AND PAVED SURFACES.
5. THE PLAN IS DIAGRAMMATIC FOR PIPING. ADJUST PIPE LOCATION AS NECESSARY. ALL VALVES & PIPING ARE TO BE INSTALLED IN PLANTING OR MULCH AREAS.
6. DO NOT INSTALL THE IRRIGATION SYSTEM WHEN OBVIOUS OBSTRUCTIONS, GRADE CHANGES OR OTHER DETRIMENTAL SITE GEOMETRY EXISTS.
7. ALL INFORMATION SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
8. CONTRACTOR SHALL COORDINATE WATER CONNECTIONS AND IRRIGATION CONTROLLER WITH OWNER'S REPRESENTATIVE. CONTRACTOR SHALL CONFIRM WATER SOURCE FOR PRESSURE AND GPM REQUIREMENTS PRIOR TO CONSTRUCTION THROUGH SUBMITTALS.
9. IN THE EVENT OF ANY DISCREPANCIES, NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY.
10. CONTRACTOR TO VERIFY AVAILABLE GALLONAGE, PRESSURE, POWER, AND PROTECTION OF WATER SOURCE AS DESIGNED BEFORE INSTALLATION OF SYSTEM.
11. PROPOSED TREES, SHRUBS, AND PERENNIALS IN PLANTER BED SHALL BE WATERED BY POINT SOURCE DRIPLINE WITH DRIP ZONE CONTROL KIT AS DETAILED AND NOTED ON LEGEND. PROVIDE PVC LATERALS TO BEDS AND CONNECT TO PE PIPE AS DETAILED, SPECIFIED AND SHOWN ON PLAN.
12. CONTRACTOR SHALL PROVIDE SLEEVING FOR PIPE BELOW PAVEMENT. SLEEVE AS SPECIFIED. SUPPLY ONE EXTRA SLEEVE WITH EACH MAINLINE SLEEVE FOR CONTROL WIRES. COORDINATE SLEEVE INSTALLATION WITH OTHER TRADES AND OTHER PROJECTS. BORE UNDER EXISTING PAVED AREAS AS REQUIRED USING DRILL, AUGER, WATER JET, OR ANY OTHER INSTRUMENT APPROVED BY OWNER'S REPRESENTATIVE CAPABLE OF PRODUCING A PRECISE HOLE. BORING SHALL NOT DISTURB OVERLAYING STRUCTURES OR CAUSE SETTLEMENT AND DAMAGE TO THOSE STRUCTURES. IF DEMOLISHING EXISTING PAVEMENT FOR SLEEVE INSTALLATION, PATCH EXISTING ASPHALT AS REQUIRED.
13. RAIN SENSOR TO BE ATTACHED TO LIGHT POLE WITH MOUNTING BRACKET.
14. IRRIGATION SYSTEM SHALL BE INSTALLED IN STRICT ACCORDANCE WITH ALL PERTINENT CODES AND REGULATIONS, THE REFERENCED STANDARDS, AND THE MANUFACTURER'S RECOMMENDATIONS.
15. PROVIDE ALL COMPONENTS REQUIRED FOR PROPER WINTERIZATION OF SYSTEM.
16. LINE SIZE WINTERIZATION BLOW-OUT ADAPTER SHALL BE INSTALLED IMMEDIATELY DOWN STREAM OF POINT OF CONNECTION.
17. LATERAL LINES SHALL BE SOLVENT WELDED CL200 PVC PIPE.
18. LAYOUT IS DIAPHRAGMATIC INSTALL VALVE BOXES IN PLANTER BEDS WHERE EVER POSSIBLE.
19. ELECTRICAL & MANUAL GATE VALVES SHALL BE INSTALLED IN VALVE BOXES OR APPROVED EQUAL. USE A 12" STANDARD BOX FOR ALL CONTROL VALVES. 10" ROUND FOR ALL OTHERS.
20. PROVIDE VALVE BOX EXTENSIONS AS REQUIRED.
21. ALL WIRES SHALL BE INSTALLED UNDER A MINIMUM OF 12" COVER AND MAY BE INSTALLED IN TRENCHES WITH PIPE AS LONG AS THE WIRES ARE INSTALLED UNDER THE PIPE.
22. DBY DRY SPLICE WIRE CONNECTORS SHALL BE USED FOR ALL ELECTRICAL CONNECTIONS.

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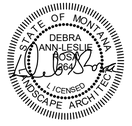
BOZEMAN, MT

WHITTIER SCHOOL PARKING LOT



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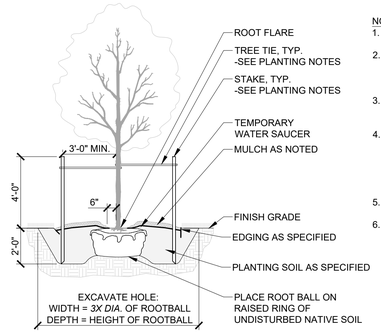
02.27.2026
PROJ# | COB24_URD02
DESIGNED BY |
DRAWN BY | CHRISTOFANELLI
REVIEWED BY | ROSA
REVISIONS
-

IRRIGATION PLAN

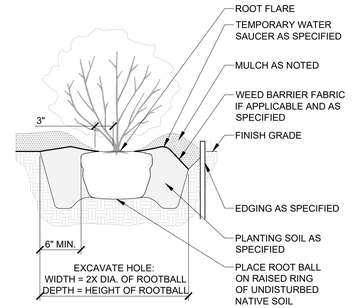
L401



NOTES:
1. SEE PLANTING GENERAL NOTES FOR MORE INFORMATION.
2. REMOVE ALL TWINE, STRING, AND WIRE FROM ROOTBALL. REMOVE BURLAP FROM TOP THIRD OF ROOTBALL.
3. THE ROOT FLARE OF ALL TREES SHALL BE LEVEL WITH OR UP TO 1" ABOVE GRADE.
4. ALL TREES SHALL BE INSTALLED WITH A TEMPORARY SAUCER OF RAISED SOIL AT THE EDGE OF ROOT BALL TO CONTAIN WATER. REMOVE OR BREACH WATER SAUCER BEFORE WINTER.
5. PULL MULCH AWAY FROM TRUNK A MINIMUM OF 6".
6. PROVIDE A 4'-0" MINIMUM MULCH RADIUS AROUND TREES IN GRASS AREAS.

1 L501 DECIDUOUS TREE PLANTING

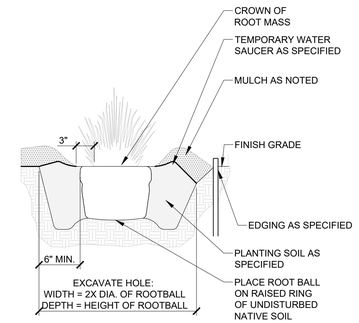
1/4" = 1'-0"



NOTES:
1. SEE PLANTING GENERAL NOTES FOR MORE INFORMATION.
2. REMOVE ALL ROOT CONTAINMENT MATERIALS FROM ROOTBALL.
3. THE ROOT FLARE OF ALL SHRUBS SHALL BE LEVEL WITH OR UP TO 1" ABOVE GRADE.
6. ALL SHRUBS SHALL BE INSTALLED WITH A TEMPORARY SAUCER OF RAISED SOIL AT THE EDGE OF ROOT BALL TO CONTAIN WATER. REMOVE OR BREACH WATER SAUCER BEFORE WINTER.
7. PULL MULCH AWAY FROM ROOT FLARE 3".

2 L501 SHRUB PLANTING

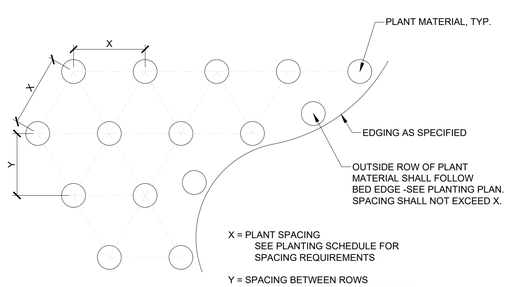
1"=1'-0"



NOTES:
1. SEE PLANTING GENERAL NOTES FOR MORE INFORMATION.
2. REMOVE ALL ROOT CONTAINMENT MATERIALS FROM ROOTBALL.
3. THE CROWN OF THE ROOT MASS OF ALL PERENNIALS SHALL BE LEVEL WITH OR UP TO 1" ABOVE GRADE.
6. ALL PERENNIALS SHALL BE INSTALLED WITH A TEMPORARY SAUCER OF RAISED SOIL AT THE EDGE OF ROOT MASS TO CONTAIN WATER. REMOVE OR BREACH WATER SAUCER BEFORE WINTER.
7. PULL MULCH AWAY FROM ROOT MASS A MINIMUM OF 3".

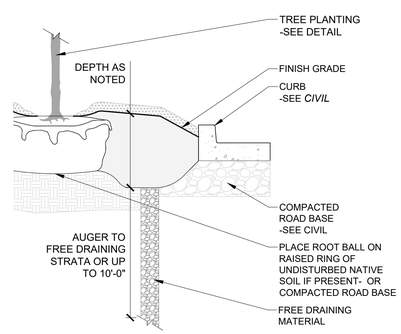
3 L501 PERENNIAL PLANTING

1"=1'-0"



4 L501 PLANTING LAYOUT

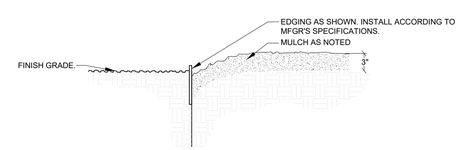
1/2"=1'-0"



NOTES:
1. INSTALL DRAINAGE FOR EACH TREE WITHIN ALL COMPACTED OR HARDPAN AREAS. COMPACTED AREAS MAY INCLUDE SURFACES PREVIOUSLY PAVED AND/OR AREAS ADJACENT FOUNDATIONS.
3. PLACE HOLE WITHIN EXCAVATED AREA AT LOWEST POINT- NOT UNDER ROOT BALL.
4. AUGER 6" MIN. DIAMETER HOLE TO FREE DRAINING STRATA UP TO 10' DEEP.
5. FOR MULTIPLE TREES- AUGERED HOLES WILL BE A MINIMUM OF 24" APART.

5 L501 PLANTING IN COMPACTED SOILS

1/2"=1'-0"



6 L501 LANDSCAPE EDGING

SCALE = 1/2"=1'-0"

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BOZEMAN, MT

WHITTIER SCHOOL PARKING LOT

STATE OF MONTANA
DEBRA ANN LESLIE ROSA
0667
LICENSED LANDSCAPE ARCHITECT

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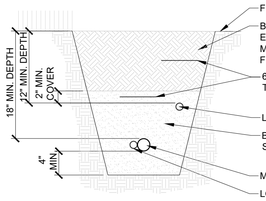
02.27.2026
PROJ# | COB24_URD02
DESIGNED BY |
DRAWN BY | CHRISTOFANELLI
REVIEWED BY | ROSA
REVISIONS
-

PLANTING DETAILS

L501

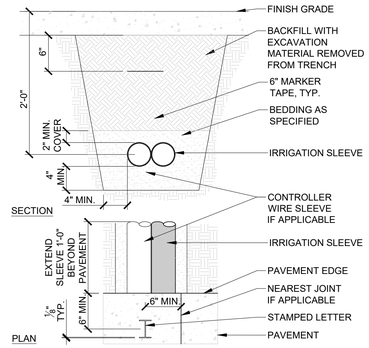


TYPICAL SECTION OF A SHARED TRENCH

NOTES:
1. TAPE & BUNDLE ALL WIRING AT 10'-0" INTERVALS.
2. TIE A LOOSE 20" LOOP IN WIRING AT ALL CHANGES IN DIRECTION GREATER THAN 30° UNTIE ALL LOOPS AFTER MAKING CONNECTIONS.
3. BURY MARKING TAPE 6" ABOVE ALL DIRECT BURIAL WIRING, LATERAL LINES, AND MAINLINE.
4. ALL WIRING UNDER PAVEMENT SHALL BE THROUGH SLEEVES -SEE DETAIL.
5. ALL SPLICES SHALL BE MADE IN VALVE BOXES AND LOCATED ON AS-BUILT PLANS.

1 / L502 IRRIGATION TRENCH

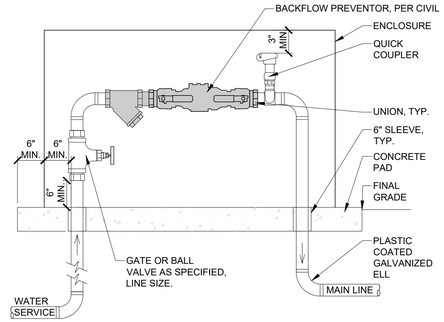
1"=1'-0"



NOTES:
1. ALL IRRIGATION SLEEVING SHALL BE (2) SIZES LARGER THAN PIPE OR COMBINATION OF PIPES THEREIN ENCLOSED, WITH MINIMUM SIZE TO BE 4" SCHEDULE 80 PVC.
2. SUPPLY (1) EXTRA SLEEVE WITH EACH IRRIGATION SLEEVE FOR CONTROL WIRES. BORE UNDER EXISTING PAVING WHERE REQUIRED. BORE SEPARATELY FOR CONTROL WIRES.
3. BURY MARKING TAPE ABOVE ALL SLEEVES 6" BELOW PAVEMENT.
4. INSTALL 3" HT IRRIGATION "I" STAMP IN PAVEMENT WHERE SLEEVES ARE LOCATED UNDER NEW PAVEMENT.
5. WHEN TRENCHING PROVIDE A 4" CLEARANCE AROUND SIDES OF SLEEVES. SLOPE SIDES OF TRENCH PER OSHA SPECIFICATIONS.

2 / L502 IRRIGATION SLEEVE

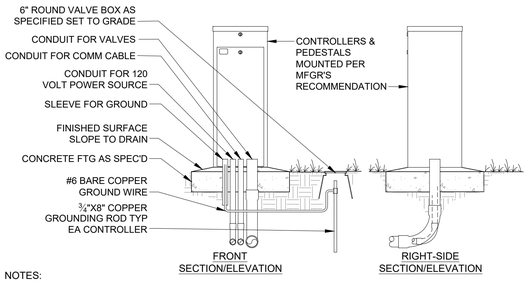
1"=1'-0"



NOTES:
7. ENCLOSURE TO BE 'HOT BOX' MODEL # HF01302702 3, UNHEATED.
8. CONCRETE PAD TO BE 29" X 42" SEE PLAN FOR LOCATION.
4. PIPING AND FITTINGS TO BE GALVANIZED.
5. PROVIDE PLASTIC COATING ON PIPING THAT CONTACTS SOIL.
6. EXTEND PLASTIC COATED GALVANIZED PIPE MIN. 10'-0" BEYOND ELL.

3 / L502 IRRIGATION BACKFLOW ENCLOSURE

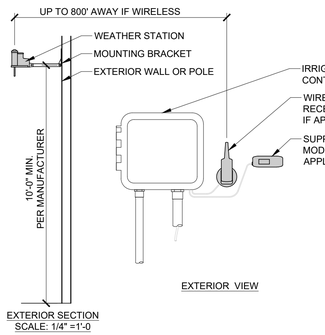
3/4"=1'-0"



NOTES:
1. FOR CONTROLLER PADS WITH MORE THAN ONE CONTROLLER, 6/6/6 WWM IS REQUIRED.
2. FOR CONTROLLER PADS WITH ONE CONTROLLER, 6/6/6 WWM IS OPTIONAL.
3. INSTALL CONTROLLER CHARTS.
4. ORIENT DOOR FOR EASE OF ACCESSIBILITY.

4 / L502 CONTROLLER - PEDESTAL MOUNT

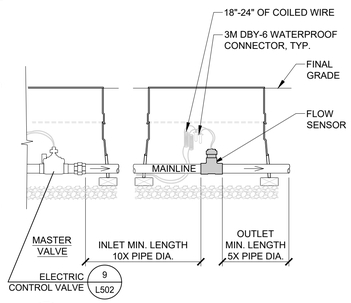
1"=1'-0"



NOTES:
1. SEE IRRIGATION SPECIFICATION AND LEGEND FOR MORE INFORMATION.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. MOUNT WEATHER STATION WITH CLEAR EXPOSURE TO WEATHER IN LOCATION SHOWN ON PLANS. MOUNT WITH COMMON SENSE SO AS TO NOT TO VISUALLY DETRACT FROM ITS SURROUNDINGS.
4. MOUNT RECEIVER IF APPLICABLE ON WALL NEXT TO CONTROLLER.
5. MOUNT MODULE IF APPLICABLE WITHIN 6'-0" OF CONTROLLER ON WALL.

5 / L502 WEATHER STATION

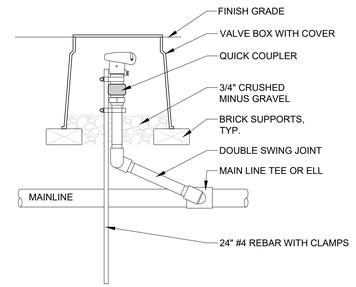
1 1/2"=1'-0"



NOTES:
1. INSTALL FLOW SENSOR ALONG MAINLINE AFTER MASTER VALVE AND ACCORDING TO MANUF. WRITTEN SPECIFICATIONS.
2. SIZE FLOW SENSOR BASED UPON REQUIRED GPM NEEDED FOR PROJECT. SIZE VALVE AND PIPING AS SPECIFIED.
3. INLET PIPE LENGTH OF SENSOR MUST BE MIN. 10X PIPE DIA. STRAIGHT, CLEAN RUN OF PIPE, NO FITTINGS OR TURNS. OUTLET PIPE LENGTH OF SENSOR MUST ME MIN. 5X PIPE DIA. OF STRAIGHT CLEAN RUN OF PIPE, NO FITTINGS OR TURNS.
4. DIRECT BURIAL WIRE MIN. 18/4 WIRE TO INTERFACE PANEL. MIN. RUN OF 1,000 LF.
5. WHEREVER POSSIBLE INSTALL VALVE BOXES IN PLANTING BEDS. SEE IRRIGATION PLAN FOR MORE INFORMATION.

6 / L502 MASTER VALVE AND FLOW SENSOR

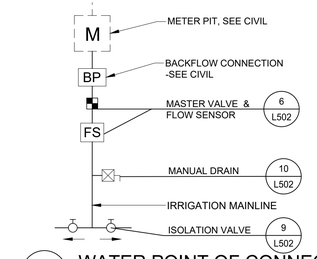
3/4"=1'-0"



NOTES:
1. DOUBLE SWING JOINT SHALL BE SCHEDULE 80 PVC NIPPLE WITH (3) MARLEX STREET ELBOWS.
2. WHEREVER POSSIBLE INSTALL VALVE BOXES IN PLANTING BEDS. SEE IRRIGATION PLAN FOR MORE INFORMATION.

7 / L502 QUICK COUPLER

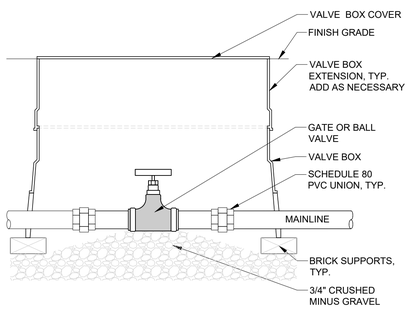
1 1/2"=1'-0"



NOTES:
1. CONNECTION ASSEMBLY INFORMATION SHOWN IS SCHEMATIC ONLY.
2. SEE IRRIGATION PLAN, SPECIFICATION, AND LEGEND FOR MORE INFORMATION.
3. COORDINATE METER PIT WITH LOCAL JURISDICTION AS NECESSARY.

8 / L502 WATER POINT OF CONNECTION AT METER

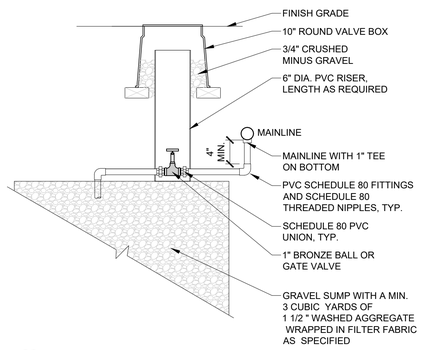
NTS



NOTES:
1. VALVE TO BE SUPPORTED BY GRAVEL, PROVIDE BLOCK SHIM AS REQUIRED.
2. SIZE VALVE AND PIPING AS SPECIFIED.
3. WHEREVER POSSIBLE INSTALL VALVE BOXES IN PLANTING BEDS. SEE IRRIGATION PLAN FOR MORE INFORMATION.

9 / L502 ISOLATION VALVE

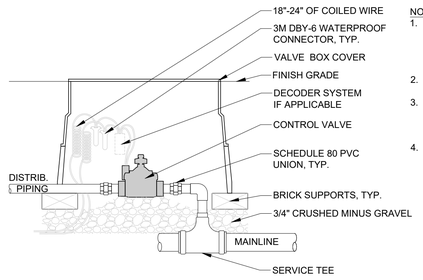
1 1/2"=1'-0"



NOTES:
1. INSTALL MANUAL DRAIN AT LOWEST POINT ON MAINLINE.
2. RISER TO BE SUPPORTED BY GRAVEL.
3. VALVE AND PIPING AS SPECIFIED.
4. WHEREVER POSSIBLE INSTALL VALVE BOXES IN PLANTING BEDS. SEE IRRIGATION PLAN FOR MORE INFORMATION.

10 / L502 MANUAL DRAIN

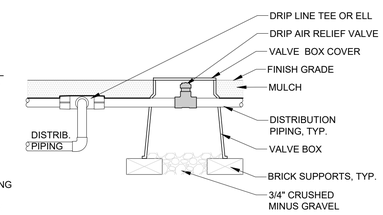
1"=1'-0"



NOTES:
1. VALVE TO BE SUPPORTED BY GRAVEL, PROVIDE BLOCK SHIM AS REQUIRED.
2. SIZE VALVE AND PIPING AS SPECIFIED.
3. DIRECT BURIAL WIRE MIN. 18/4 WIRE TO INTERFACE PANEL. MIN. RUN OF 1,000 LF
4. WHEREVER POSSIBLE INSTALL VALVE BOXES IN PLANTING BEDS. SEE IRRIGATION PLAN FOR MORE INFORMATION.

11 / L502 ELECTRIC CONTROL VALVE

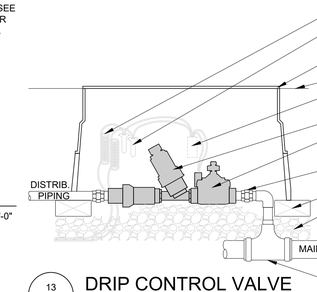
1 1/2"=1'-0"



NOTES:
1. INSTALL VALVE AT HIGHEST POINT ON DISTRIBUTION PIPING.
2. VALVE AND PIPING AS SPECIFIED.
3. INSTALL ONE DRIP AIR RELIEF VALVE PER DRIP AREA- SEE SCHEMATIC DRIP LAYOUT DETAIL. MULTIPLE DRIP AREAS MAY BE WITHIN A SINGLE DRIP ZONE.
4. WHEREVER POSSIBLE INSTALL VALVE BOXES IN PLANTING BEDS. SEE IRRIGATION PLAN FOR MORE INFORMATION.

12 / L502 DRIP AIR RELIEF VALVE

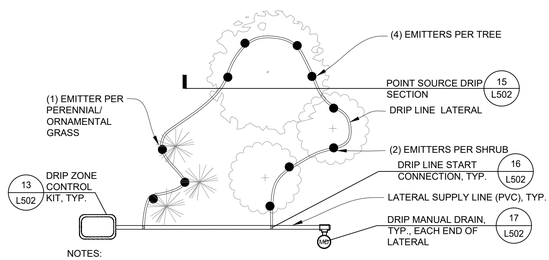
1 1/2"=1'-0"



NOTES:
1. VALVE TO BE SUPPORTED BY GRAVEL, PROVIDE BLOCK SHIM AS REQUIRED.
2. SIZE VALVE AND PIPING AS SPECIFIED.
3. DIRECT BURIAL WIRE MIN. 18/4 WIRE TO INTERFACE PANEL. MIN. RUN OF 1,000 LF
4. WHEREVER POSSIBLE INSTALL VALVE BOXES IN PLANTING BEDS. SEE IRRIGATION PLAN FOR MORE INFORMATION.

13 / L502 DRIP CONTROL VALVE

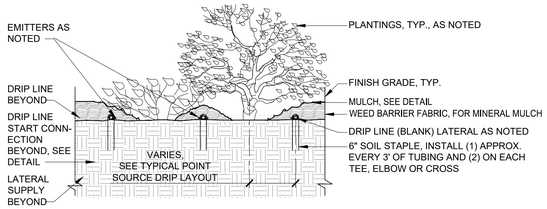
1 1/2"=1'-0"



NOTES:
1. LOCATE EMITTERS DIRECTLY OUTSIDE PLANTING PIT OF SHRUBS AND TREES.
2. LOOP ALL DRIP LINE BACK TO PVC LATERAL.
3. DO NOT USE ¾" IRRIGATION TUBING FOR TREES, SHRUBS OR ORNAMENTAL GRASSES.

14 / L502 POINT SOURCE LAYOUT

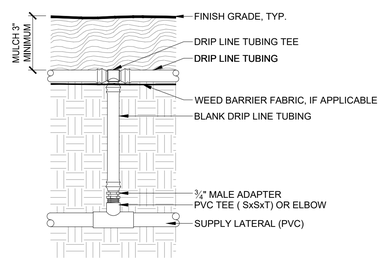
NTS



NOTE:
1. INSTALL TUBING AND EMITTERS PER MANUF. WRITTEN INSTRUCTIONS. LENGTH OF LINE NOT TO EXCEED 500' BEFORE CONNECTION BACK TO SUPPLY LINE.
2. INSTALL NUMBER OF EMITTERS PER TYPICAL POINT SOURCE DRIP LAYOUT DETAIL.
3. PLANTINGS PRIMARILY TO WATER INCLUDE ISLAND PLANTERS.
4. SEE PLANT IRRIGATION SPECIFICATIONS.

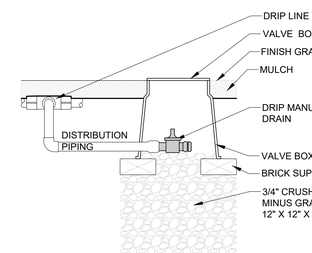
15 / L502 POINT SOURCE DRIP SECTION

1"=1'-0"



16 / L502 DRIP LINE START CONNECTION, POINT-SOURCE (PVC TO TEE)

3"=1'-0"



NOTES:
1. INSTALL VALVE AT LOWEST POINT ON DISTRIBUTION PIPING.
2. VALVE TO BE SUPPORTED BY GRAVEL, PROVIDE BLOCK SHIM AS REQUIRED.
3. VALVE AND PIPING AS SPECIFIED.
3. INSTALL ONE DRAIN VALVE PER DRIP AREA- SEE SCHEMATIC DRIP LAYOUT DETAIL. MULTIPLE DRIP AREAS MAY BE WITHIN A SINGLE DRIP ZONE.
4. WHEREVER POSSIBLE INSTALL VALVE BOXES IN PLANTING BEDS. SEE IRRIGATION PLAN FOR MORE INFORMATION.

17 / L502 DRIP MANUAL DRAIN

1 1/2"=1'-0"

Cushing Terrell.

cushingterrell.com
800.757.9522

BOZEMAN, MT

WHITTIER SCHOOL POOL PARKING LOT

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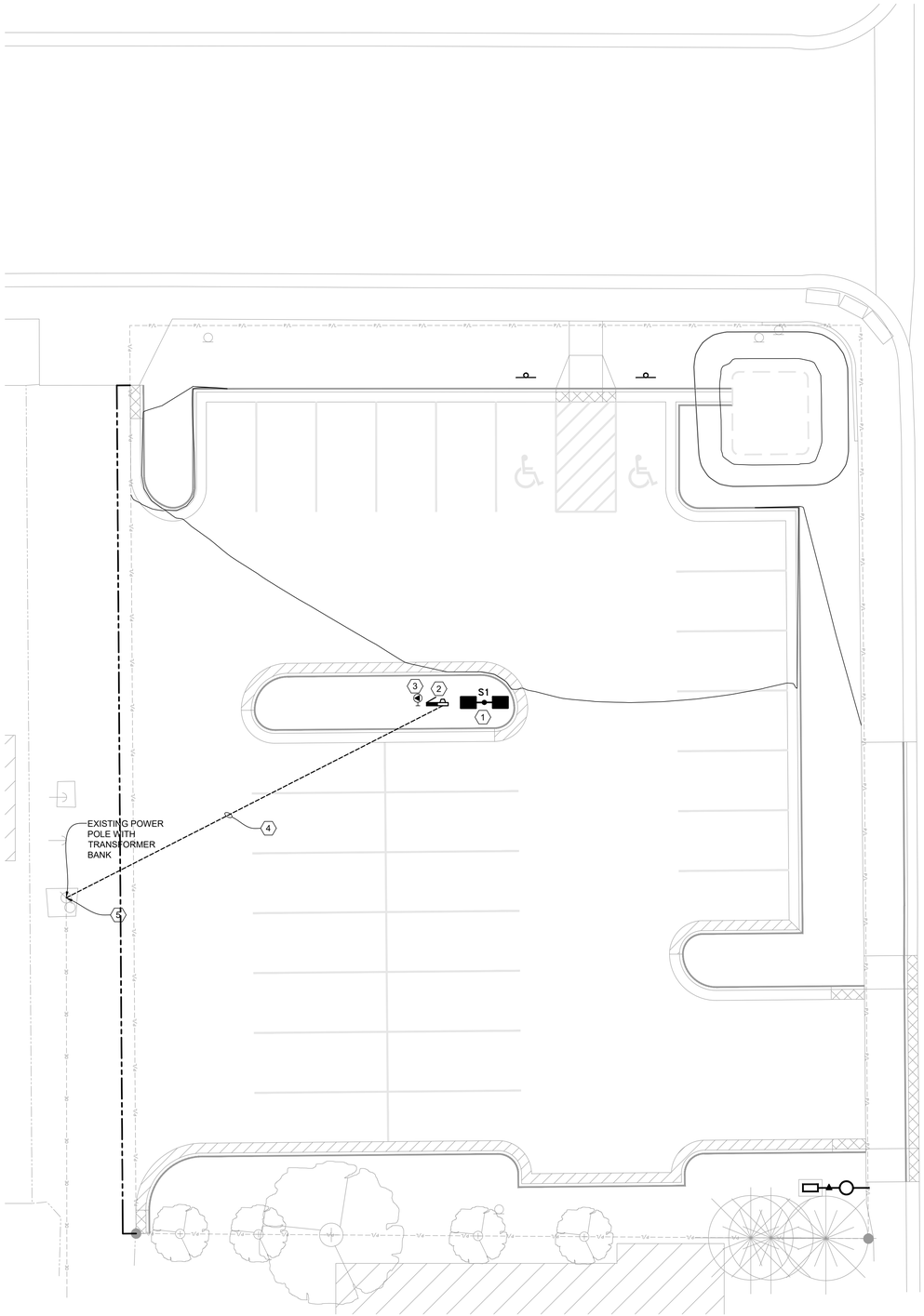
CONSTRUCTION DOCUMENTS

02.27.2026
PROJ# | COB24_URD02
DESIGNED BY | -
DRAWN BY | CHRISTOFANELLI
REVIEWED BY |ROSA
REVISIONS
-

IRRIGATION DETAILS

L502



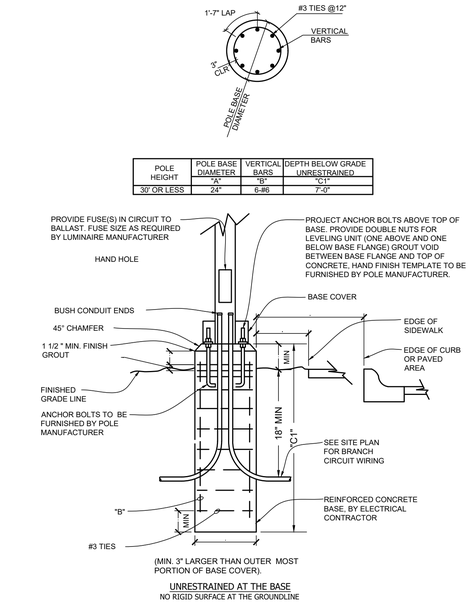
1 E100 WHITTER SCHOOL PARKING LOT SITE LIGHTING PLAN

0 5' 10' 20'

1"=10'-0"

1" = 10'-0"

NORTH REF.



POLE HEIGHT	POLE BASE DIAMETER "A"	VERTICAL BARS "B"	DEPTH BELOW GRADE UNRESTRAINED "C1"
30' OR LESS	24"	6-#6	7'-0"

2 E100 SITE POLE BASE DETAIL

NO SCALE

7 SHEET WORK NOTES

1. TYPE S1 FIXTURE - LITHONIA LIGHTING DSX2 LED P1 40K80CRI TFTM MVOLT SPA PER WITH DLL127F 1.5 JU PHOTOCELL. FIXTURE(S) MOUNTED 2@180. POLE SQUARE STEEL WITH VIBRATION DAMPENERS. (OR APPROVED EQUAL) MOUNTING HEIGHT 25'-0" TO BOTTOM OF FIXTURE. PROVIDE #12's IN 3/4" CONDUIT FROM POLE LIGHT TO PANEL.
2. PROVIDE COMBO METER SOCKET/LOADCENTER W/50A MB, 120/240V, 1PH, 3R ENCLOSURE, 8 BREAKER PROVISION WITH (2) 20A/1P GFCI BREAKERS. MOUNT TO UNISTRUT RACK, COORDINATE LOCATION WITH PROJECT LANDSCAPE ARCHITECT.
3. PROVIDE 120V CONNECTION TO IRRIGATION CONTROLLER.
4. PROVIDE (3) #6 + (1) #10G. IN 1" CONDUIT.
5. PROVIDE POLE MOUNTED MAST UP EXISTING POWER POLE PER NWE SPECIFICATONS -STUB OUT CONDUCTORS FOR POWER FEED CONNECTION.

PANEL 'SITE PANEL'

LOCATION:	SITE UNISTRUT RACK	AMPS:	50	MINIMUM AIC:	SEE POWER RISER/ONE-LINE DIAGRAM
TYPE OF MAIN:	MCB	VOLTS:	120/240	MOUNT:	SURFACE
MANUFACTURER:		PHASE	1 WIRE 3	NOTES:	3R RATED W/ 50A MCB, ALL BRANCH CIRCUIT BREAKER TO BE GFCI
TYPE:	3R LOAD CENTER W/ METER SOCKET.				

LOAD TYPE	CIRCUIT DESCRIPTION	CKT NO	P	BRKR AMP	VOLT AMPS	A	B	VOLT AMPS	BRKR AMP	P	CKT NO	CIRCUIT DESCRIPTION	LOAD TYPE
	SITE LIGHTING	1	1	20	280	280			20	1	2	SPARE	
	IRRIGATION CONTROLLER	3	1	20	120		120		20	1	4	SPARE	
	SPACE	5	1							1	6	SPACE	
	SPACE	7	1							1	8	SPACE	
						2.3A	1A	CONNECTED PHASE VA					
								CONNECTED PHASE AMPS					

AB 57.1%

PANEL 'SITE PANEL'

11/6/2025 1:52 PM

Cushing Terrell.

cushingterrell.com
800.757.9522

BOZEMAN, MT
NORTH 6TH AVE & WEST SHORT STREET
WHITTER SCHOOL PARKING LOT

MONTANA
JEFFREY LYNN HAIDLE
No. 11561 PE
LICENSED PROFESSIONAL ENGINEER

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CONSTRUSTION DOCUMENTS

02.27.2026
PROJ# | B24-039
DESIGNED BY | BRUNSVOLD
DRAWN BY | BRUNSVOLD
REVIEWED BY | HAIDLE
REVISIONS
-

WHITTER SCHOOL PARKLING LOT SITE LIGHTING PLAN

E100

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Nicholas Ross - Director of Transportation and Engineering

SUBJECT: Authorize the City Manager to Sign a Professional Services Agreement with Sanbell for McIlhattan Road Construction Bidding Services

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign a Professional Services Agreement with Sanbell for McIlhattan Road Construction Bidding Services.

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

BACKGROUND: McIlhattan Road Bikefill Access improvements have been approved as Project A&C029 in the City's FY27-31 Capital Improvement Plan. This project will reconstruct a gravel portion of McIlhattan Road, identified as a Collector route in the city's Functional Classification System, within city limits with safety enhancements and asphalt pavement surfacing to provide safe access to the City's Bikefill project.

Design of McIlhattan roadway improvements has been completed by Sanbell. The next phase of project development requires consultant support for bidding services as described in the attached Professional Services Agreement and Scope of Work. Project bidding is planned for June 2026 with construction to be complete by the end of the year.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by the Commission.

FISCAL EFFECTS: Construction Bidding Services in the amount of $8,600 will be funded through Project A&C029 in the FY27 Arterial and Collector District Budget.

Attachments:
PSA_McIlhattan_BiddingServices.pdf
Exhibit A - McIlhattan Road Construction Bidding Services.pdf

Report compiled on: May 13, 2026

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of June, 2026 ("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, Sanbell – Rocky Mountain, 106 E Babcock, Street Suite L1, Bozeman, mt 59715, hereinafter referred to as "Contractor." 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 to this Agreement agree as follows:

1. Purpose: City agrees to enter this Agreement with Contractor to perform **Construction Bidding Services for the McIlhattan Road Bikefill Access Improvements** 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 and will expire on the 31st day of December, 2026 unless earlier terminated in accordance with this Agreement.

3. Scope of Services: Contractor will perform the work and provide the services McIlhattan Road Construction Bidding Services in accordance with the requirements of the Scope of Services. 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 in the Scope of Services. 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 City and will

become an additional charge over and above the amount listed in the Scope of Services. City must agree in writing upon any additional charges.

5. **Contractor's Representations:** To induce City to enter into this Agreement, Contractor represents and warrants:

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 has the experience and ability to perform the services required by this Agreement.

c. Contractor will perform the services in a professional, competent, and timely manner and with diligence and skill.

d. Contractor has the power to enter into and perform this Agreement.

e. Contractor's performance of this Agreement must 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.

Contractor agrees 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:** The Parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of City for any purpose. Contractor is not subject to the terms and provisions of City's personnel policies handbook and is not considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent City or otherwise bind City in any dealings between Contractor and any third Parties.

Contractor must 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 must maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law.

Contractor must furnish 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.

7. <u>Prevailing Wage Requirements</u>

a. Montana Resident Preference. The nature of the work performed, or services provided, under this Contract meets the statutory definition of a "public works contract" in 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or non-construction services. Contractor must abide by the requirements set out in 18-2-401 through 18-2-432, MCA, and all administrative rules adopted under these statutes.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

b. Standard Prevailing Rate of Wages. In addition, unless superseded by federal law, all employees working on a public works contract must be paid prevailing wage rates in accordance with 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in 18-2-401, MCA, in which the total cost of the contract is greater than $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that Contractors, subcontractors, and employers must pay during the public works contract. Wage rate adjustments for multiyear public works contracts are the sole responsibility of the Contractor and must be done in accordance with 18-2-417, MCA.

c. Notice of Wages and Benefits. Furthermore, 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with 18-2-423, MCA.

d. Wage Rates, Pay Schedule, and Records. 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and

employer must maintain payroll records in a manner readily capable of being certified for submission under 18-2-423, MCA, for not less than three years after Contractor's, subcontractor's, or employer's completion of work on the public works contract.

8. **Labor Relations:** If any labor problems or disputes arise during this Agreement, which cause any services to cease for any period of time, Contractor agrees to take immediate steps in its discretion, at its own expense and without expectation of reimbursement from City, to alleviate or resolve all such labor problems or disputes. Contractor bears all costs of any related legal action. Contractor must provide immediate relief to City so as to permit the services to continue at no additional cost to City. Contractor acknowledges and agrees that City will not be a Party to any labor disputes between Contractor and any subcontractors or third Parties.

9. **Indemnity:** 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 Contractor; or (ii) any negligent, reckless, or intentional misconduct of any of 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 Contractor or Contractor's agents or employees.

For 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, Contractor must 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.

Contractor's obligations in this Section must 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 must 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 Contractor to assert its right to defense or indemnification under this Agreement or under Contractor's applicable insurance policies required below, the City must 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 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.

These obligations must survive termination of this Agreement and the services performed hereunder.

9. **Insurance:** In addition to and independent from Contractor's indemnity obligations under Section 9, Contractor must, 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 Contractor in this Section. The insurance coverage must not contain any exclusion for liabilities specifically assumed by Contractor in Section 9.

The insurance must be occurrence-based, and cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by City without limit and without regard to the cause. Contractor must furnish to 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 claim; $2,000,000 per occurrence;
- Commercial General Liability - $1,000,000 per claim; $2,000,000 per occurrence;
- Automobile Liability - $1,000,000 per property damage claim and $1,000,000 per bodily injury claim; $2,000,000 per accident; and
- Professional Liability - $1,000,000 per claim; $2,000,000 per occurrence.

The above amounts must be exclusive of defense costs. City must be endorsed as an additional 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 approved by City and must include no less than a thirty (30) day notice of cancellation or non-renewal. Contractor must 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.

City must approve all insurance coverage and endorsements prior to Contractor commencing work. Alternative: Contractor must provide City a certificate of insurance prior to commencing work. City must approve the limits shown on the certificate prior to commencing work. City's approval of the limits does not relieve Contractor of Contractor's obligation to ensure the insurance meets the requirements.

10. Waiver of Claims: Contractor also waives any and all claims and recourse against 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.

11. 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, City may, by written notice, terminate this Agreement and Contractor's right to proceed with all or any part of the work ("Termination Notice Due to Contractor's Fault"). 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 9, Contractor must be entitled to payment only for those services Contractor actually rendered.

c. Any termination provided for by this Section 11 must be in addition to any other remedies to which City may be entitled under the law or at equity.

d. In the event of termination under this Section 11, Contractor must, 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.

12. <u>Termination for City's Convenience</u>:

a. Should conditions arise which, in the sole opinion and discretion of City, make it advisable to City to cease performance under this Agreement, City may terminate this Agreement by written notice to Contractor ("Notice of Termination for City's Convenience"). The termination must be effective in the manner specified in the Notice of Termination for City's Convenience and must be without prejudice to any claims that City may otherwise have against Contractor.

b. Upon receipt of the Notice of Termination for City's Convenience, unless otherwise directed in the Notice, Contractor must 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 must immediately cancel all existing orders or contracts upon terms satisfactory to City. Contractor must 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 12, 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 must, 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.

13. <u>Intellectual Property and Ownership of Work Product:</u>

a. Title and Ownership Rights. City retains title to and all ownership rights in all Work Product. "Work Product" includes all materials, tangible or not, created in whatever medium pursuant to this Agreement, including but not limited to publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, data and content, including but not limited to multimedia or images (graphics, audio, and video), matters and any combinations of, and all forms of intellectual property.

b. Ownership of Work Product. Contractor must execute any documents or take any other actions as may reasonably be necessary, or as City may reasonably request, to perfect City's ownership of any Work Product. Contractor must, at no cost to City, deliver to City, upon City request during the term of this Agreement or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of City's request, or

such expiration or termination.

c. Return of Physical Property. Upon expiration or termination of this Agreement, Contractor agrees to return to City all City property, including but not limited to any and all physical items such as documentation, records, and equipment, which is in Contractor's possession or under Contractor's control. Contractor must submit to City a detailed account of all of City's property in its possession or under Contractor's control. Contractor must return City's property in a method acceptable to City within ten (10) working days. Unless otherwise mutually agreed upon by the Parties, at no time must any of City's property be retained by Contractor upon expiration or termination of this Agreement.

d. Return of Data. Upon expiration or termination of this Agreement, Contractor agrees to return to City all City data. Contractor must submit to City a detailed account of all of City's data in its possession or under Contractor's control. Contractor must return City's data in a format acceptable to City within ten (10) working days. At no time must any data or processes that either belong to or are intended for use of City or its officers, agents, or employees, be copied, disclosed, or retained by Contractor upon expiration or termination of this Agreement.

f. Destruction of Data. If requested by City, Contractor agrees to destroy all of City's data in its possession. When requested by City to destroy City's data, Contractor agrees to permanently delete the data and ensure that it is not recoverable, in accordance with National Institute of Standards and Technology (NIST) SP 800-88 "Media Sanitation Guidelines."

g. Certification. In all cases, Contractor will certify that all of City's information processed during the performance of the services will be completely purged from all physical and electronic data storage with no output to be retained by Contractor at the time the work is completed, the Agreement is terminated, or upon written request of City.

14. <u>Limitation on Contractor's Damages; Time for Asserting Claim</u>:

a. In the event of a claim for damages by Contractor under this Agreement, Contractor's damages must 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 must 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 must waive all rights to assert such claim.

15. <u>Representatives and Notices</u>:

a. **City's Representative**: City's Representative for the purpose of this Agreement must be Nicholas Ross, Director of Transportation & Engineering or such other individual as City must designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission must be directed to City's Representative and approvals or authorizations must 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 City in writing and may receive approvals or authorization from such persons.

b. **Contractor's Representative**: Contractor's Representative for the purpose of this Agreement must be Bobby Egeberg, PE or such other individual as Contractor must designate in writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication must 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 must be in writing and must be provided to the Representatives named in this Section. Notices must 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.

16. **Permits**: Contractor must 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.

17. **Laws and Regulations**: Contractor must 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.

18. Generative Artificial Intelligence (AI): Contractor must inform the City's representative of its intention to utilized Generative AI to fulfill the deliverables or services detailed in the Scope of Services. City's representative may, in their discretion, permit or deny Contractor's use of Generative AI. If Contractor is permitted to use Generative AI, Contractor agrees to review any work created by Generative AI for accuracy, bias, and copyright infringement. Contractor agrees it will never submit any confidential or personal identifiable information acquired through this Agreement into a Generative AI system. For the purposes of this section, Generative AI is defined as a deep learning model that can generate high quality content such as stories or writings, images, voice replication and music.

19. Nondiscrimination and Equal Pay: Contractor agrees that all hiring by Contractor of persons performing this Agreement must be on the basis of merit and qualifications. Contractor must have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. Contractor cannot 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. Contractor is subject to and must 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 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 must require these nondiscrimination terms of its subcontractors providing services under this Agreement.

20. Intoxicants; DOT Drug and Alcohol Regulations/Safety and Training: Contractor must 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 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 must 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 must have the right to request proof of such compliance and Contractor must be obligated to furnish such proof.

Contractor must be responsible for instructing and training Contractor's employees and agents in proper and specified work methods and procedures. Contractor must provide continuous inspection and supervision of the work performed. Contractor is responsible for instructing its employees and agents in safe work practices.

21. **Modification and Assignability:** This Agreement may not be enlarged, modified or altered except by written agreement signed by both Parties. Contractor may not subcontract or assign Contractor's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

22. **Reports/Accountability/Public Information**: Contractor agrees to develop and/or provide documentation as requested by City demonstrating Contractor's compliance with the requirements of this Agreement. Contractor must allow City, its auditors, and other persons authorized by 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. Contractor cannot issue any statements, releases or information for public dissemination without prior approval of City.

23. **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.

24. **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 in this Agreement, the prevailing Party or the Party giving notice is entitled to reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel including the City Attorney's Office staff.

25. **Taxes**: Contractor is obligated to pay all taxes of any kind or nature and make all appropriate employee withholdings.

26. **Dispute Resolution**:

a. Any claim, controversy, or dispute between the Parties, their agents, employees, or representatives must be resolved first by negotiation between senior-level personnel from each Party duly authorized to negotiate settlement agreements. Upon mutual agreement of the Parties, the Parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. The Parties must attempt to resolve by negotiation within 90 days after the claim, controversy, or dispute has arisen.

b. If the Parties are unable to resolve the dispute pursuant to subsection (a), then such dispute may only be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement. In such a case, all court actions must be commenced within 1 year after the settlement procedure in subsection (a) has been exhausted.

27. **Survival**: Contractor's indemnification must survive the termination or expiration of this Agreement for the maximum period allowed under applicable law.

28. **Headings**: The headings used in this Agreement are for convenience only and are not to be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

29. **Severability**: If any portion of this Agreement is held to be void or unenforceable, all other provisions of this Agreement must remain in effect.

30. **Applicable Law**: The Parties agree that this Agreement is governed by the laws of the State of Montana.

31. **Binding Effect**: This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the Parties.

32. **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.

33. **Counterparts**: This Agreement may be executed in counterparts, which together constitute this Agreement.

34. **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 oral 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.

35. **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.

36. **Extensions:** This Agreement may, upon mutual agreement, be extended for a period of up to one year at a time by written agreement of the Parties. In no case, however, may this Agreement run longer than five (5) years from the effective date of this Agreement.

****** 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

By_____
Chuck Winn, City Manager

APPROVED AS TO FORM:

By_____
Greg Sullivan, Bozeman City Attorney

SANBELL – ROCKY MOUNTAIN
CONTRACTOR (Type Name Above)

By_____

Print Name: Danielle Scharf, PE, PTOE, LEED AP
Print Title: Managing Principal

Exhibit A: McIlhattan Road Bidding Proposal

May 11, 2026

Nick Ross, PE
City of Bozeman
121 North Rouse Avenue
Bozeman, MT 59715

Dear Nick:

Project Overview

Based on our previous discussions, it is our understanding that the Client is prepared to move forward with the infrastructure bidding necessary to serve the construction of McIlhattan Road adjacent to the new Bikefill Bike Park. The new Bikefill Bike Park is located between Story Mill and McIlhattan Roads, southeast of the existing Snowfill Recreation Area in Bozeman City limits. The property is owned by the City of Bozeman and is currently an inactive part of the City's Solid Waste Facility.

The offsite public infrastructure design for McIlhattan Road has been included in a separate contract with Gallatin Valley Land Trust. The McIlhattan Road improvements generally include widening and paving McIlhattan Road, stormwater improvements, a new guardrail on the west side of the roadway, and erosion/grading improvements.

This proposal includes construction bidding for the McIlhattan Road construction. A detailed scope of services is outlined below.

Scope of Work

Sanbell will provide the following services as part of the basic scope of work:

1. Phase I – Construction Bidding Services

This phase of the project will consist of one (1) round of construction bidding services, including the following:

- Prepare bid manual including:

    - Invitation to bid, instructions to bidders, bid form, bid bond, and special provisions
    - We assume the Client will manage the bid advertisement through the QuestCDN portal.
- Contractor coordination through bidding, prepare up to two (2) addenda
- Facilitate pre-bid meeting, prepare agenda, and distribute minutes
- Attend bid opening, review bid tabulation prepared by QuestCDN, prepare recommendation of award letter and notice of award
- Process contracts for a single contract, verify bonding and insurance, prepare notice to proceed

Scope of Work Exclusions

Any services not discussed in the scope of work section of this proposal are excluded from the contract. The following is a list of services expressly excluded from the proposed scope of work:

- Construction administration
- Coordination of material testing and payment (by City term contract)
- Construction staking (by selected contractor)
- Community outreach (by City staff)

Sanbell assumes no responsibility to perform any services not specifically listed in the scope of work. If the Client and Sanbell agree in writing by an amendment to this agreement, Sanbell will provide additional services as requested by the Client.

The above notwithstanding, Sanbell shall have the right but not the obligation to provide, without advance authorization from the Client, other services made necessary by the default of the contractor or Client, or by deficiencies, delays, or defects in the work provided by the contractor. Sanbell shall provide written notice of the provision of such services as soon as reasonably possible.

Project Staff

The following Sanbell staff will be assigned to the project:

Project Manager: Bobby Egeberg, PE

_____
PM Initials

Senior Quality Reviewer: Danielle Scharf, PE, PTOE, LEED AP
Additional Project Staff: John Hayward

Sanbell may, in its discretion, utilize additional or different personnel on the project.

Project Schedule

The anticipated schedule for this project is a summer/fall 2026 construction with as-built documentation completed in the Fall of 2026.

Fees and Billing Arrangements

Invoice and Billing: Sanbell will bill for its services on a time and materials basis with a not to exceed amount of $8,600.00 as specified in the fee table below and attached current rate schedule.

Phase	Scope Item		Fee
Phase 1	Construction Bidding Services		$ 8,600.00
		Fee Total:	**$ 8,600.00**

Sanbell will submit monthly invoices to the Client for work accomplished during the preceding invoice period. That invoice period will typically be approximately 30 days and will follow a calendar month schedule.

Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for consultants retained by Sanbell, and reimbursable costs. Such invoices shall be submitted by Sanbell as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon receipt. The Client agrees that the monthly invoice from Sanbell is correct, conclusive, and binding on the Client unless the Client, within 20 working days from the date of receipt of such invoice, notifies Sanbell in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup.

_____
PM Initials

Conclusion

Nick, we look forward to working with you on this very important project. Feel free to call me at 406.922.4308 if you have any questions regarding this proposal.

Sincerely,

Bobby Egeberg, PE
Bozeman Land Development Manager
Project Manager

Danielle Scharf, PE, PTOE,
LEED AP
Managing Principal
Senior Quality Reviewer

_____
PM Initials

CHARGE OUT RATES

ROCKY MOUNTAIN

EFFECTIVE SEPTEMBER 13, 2025

sanbell
Intelligent Infrastructure. Enduring Communities.

STAFF PERSONNEL SERVICES

Staff Engineer I	$120.00/hour
Staff Engineer II	$130.00/hour
Staff Engineer III	$135.00/hour
Landscape Designer I	$110.00/hour
Landscape Designer II	$115.00/hour
Landscape Designer III	$125.00/hour
Landscape Architect I	$140.00/hour
Landscape Architect II	$150.00/hour
Senior Landscape Architect I	$185.00/hour
Senior Landscape Architect II	$195.00/hour
Staff Planner I	$100.00/hour
Staff Planner II	$115.00/hour
Planner I	$135.00/hour
Planner II	$150.00/hour
Senior Planner I	$160.00/hour
Senior Planner II	$195.00/hour
Senior Planner Manager	$215.00/hour
Project Engineer I	$150.00/hour
Project Engineer II	$160.00/hour
Senior Engineer I	$190.00/hour
Senior Engineer II	$200.00/hour
Senior Engineer Manager	$215.00/hour
Chief Engineer	$200.00/hour
Senior Project Manager	$210.00/hour
Senior Eng Manager/Principal	$250.00/hour
Expert Witness/Special Consultant	$290.00/hour
Engineer Intern	$90.00/hour
Field Survey Technician I	$85.00/hour
Field Survey Technician II	$88.00/hour
Staff Surveyor I	$120.00/hour
Staff Surveyor II	$130.00/hour
Staff Surveyor III	$138.00/hour
Party Chief I	$140.00/hour
Party Chief II	$145.00/hour
Professional Land Surveyor I	$150.00/hour
Professional Land Surveyor II	$155.00/hour
Senior Professional Land Surveyor I	$165.00/hour
Senior Professional Land Surveyor II	$185.00/hour
Construction Inspector	$90.00/hour
Construction Engineering Tech.	$130.00/hour
Senior Construction Eng. Tech.	$150.00/hour
Construction Engineer I	$145.00/hour
Construction Engineer II	$150.00/hour
CADD Technician I	$100.00/hour
CADD Technician II	$105.00/hour
Designer I	$110.00/hour
Designer II	$120.00/hour
Senior Designer I	$125.00/hour
Senior Designer II	$145.00/hour
Senior Designer Manager	$175.00/hour
Project Administrator	$105.00/hour
Senior Project Administrator	$130.00/hour
Accounting Specialist	$110.00/hour
Office Coordinator I	$85.00/hour
Office Coordinator II	$90.00/hour
HR Generalist/Specialist	$110.00/hour
Human Resources Assistant	$115.00/hour
IT Systems Admin I	$115.00/hour
IT Systems Admin II	$120.00/hour
Senior Admins Directors	$195.00/hour
Web/Graphic Designer	$120.00/hour
Marketing Coordinator	$120.00/hour
Senior Marketing Coordinator	$140.00/hour
Marketing Director	$195.00/hour

TRAFFIC DATA COLLECTION SERVICES

Standard Intersection Count (veh/bike/ped)	$35.00/hour
Small Roundabout Count (veh/bike/ped)	$45.00/hour
Large Roundabout Count (veh/bike/ped)	$100.00/hour
Spot Location Volume (veh/bike/ped)	$5.00/lane/hour
Spot Location Travel Speeds (veh)	$8.00/lane/hour
Data Collection Equipment	$40.00/count location
Rushed Processing (24-hour turnaround)	$10.00/processing hour
Travel Time Processing Rate (veh)	$20.00/intersection/hour

SURVEY CREW SERVICES

1-Person/2-Person Crew	Per Job
Survey Equipment	$30.00 /fieldwork hour
Survey Vehicle Mileage	IRS rate/mile + $0.10/mile
Scanner Equipment	$150.00/hour
Scanner Equipment (full day)	$1,050/day

OUTSIDE CONSULTANTS

1) At cost if independently billed direct to client
2) Cost plus 5% if billed through us

INDEPENDENT LABORATORIES

1) At cost if independently billed direct to client
2) Cost plus 5% if billed through us

ADMINISTRATIVE EXPENSES

Administrative Expenses 3.5% *

Including copies, prints, phone, postage, materials, and travel

**Based on professional services only, unless modified by contract*

Vehicle Mileage IRS Rate

These rates are updated periodically to reflect market conditions. Rate increases will be reflected in future invoicing.

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Ellie Staley, Executive Director Downtown Bozeman Partnership

SUBJECT: Authorize the City Manager to Sign a Professional Services Agreement with Pioneer Technical Services to Assist with Expansion of the Downtown Urban Renewal District and Preparation of a Statement of Conditions Contributing to Blight

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION:

Authorize the City Manager to Sign a Professional Services Agreement with Pioneer Technical Services to Assist with Expansion of the Downtown Urban Renewal District and Preparation of a Statement of Conditions Contributing to Blight.

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 Downtown Bozeman Partnership is requesting approval of a professional services agreement with Pioneer Technical Services, Inc. in the amount of $32,500 to assist with the expansion of the Downtown Bozeman Urban Renewal District (URD).

The proposed scope of work includes all statutory and administrative requirements necessary to amend the URD boundary in accordance with Montana Code Annotated §7-15-4201 et seq. and applicable Administrative Rules of Montana. Services will include preparation of a Statement of Conditions Contributing to Blight, coordination with the Montana Department of Revenue, amendments to the Urban Renewal Plan, support for Community Development Board review, preparation of required public hearing notices and ordinance documents, and overall project management and administration.

The work will be completed by Pioneer Technical Services in partnership with Community Development Services of Montana. The proposed schedule anticipates completion of the amendment process by December 2026 to establish 2026 as the base year for the expanded district area.

Expansion of the URD would support the City's long-term economic development, infrastructure investment, and redevelopment goals within the downtown area.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by the Commission.

FISCAL EFFECTS: Total costs for this project are not to exceed $32,500 and will be paid for out of the approved Downtown Urban Renewal District FY2026 budget and work plan.

Attachments:
2026 PSA - Pioneer Technical-DURD.pdf

Report compiled on: May 11, 2026

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of June, 2026 ("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, Pioneer Technical Services Inc., hereinafter referred to as "Contractor." 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 to this Agreement 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 and will expire on the 2nd day of June, 2027, 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. For conflicts between this Agreement and the Scope of Services, unless specifically provided otherwise, the Agreement governs.

4. Payment: City agrees to pay Contractor $32,500.00. 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 City and will become an additional charge over and above the amount listed in the Scope of Services. City must agree in writing upon any additional charges.

5. **<u>Contractor's Representations</u>:** To induce City to enter into this Agreement, Contractor represents and warrants:

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 has the experience and ability to perform the services required by this Agreement.

c. Contractor will perform the services in a professional, competent, and timely manner and with diligence and skill.

d. Contractor has the power to enter into and perform this Agreement.

e. Contractor's performance of this Agreement must 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.

Contractor agrees City will not determine or exercise control as to general procedures or formats necessary to have these services meet this warranty.

6. **<u>Independent Contractor Status</u>:** The Parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of City for any purpose. Contractor is not subject to the terms and provisions of City's personnel policies handbook and is not considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent City or otherwise bind City in any dealings between Contractor and any third Parties.

Contractor must 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 must maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law.

Contractor must furnish 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.

7. **Labor Relations:** If any labor problems or disputes arise during this Agreement, which cause any services to cease for any period of time, Contractor agrees to take immediate steps in its discretion, at its own expense and without expectation of reimbursement from City, to alleviate or resolve all such labor problems or disputes. Contractor bears all costs of any related legal action. Contractor must provide immediate relief to City so as to permit the services to continue at no additional cost to City. Contractor acknowledges and agrees that City will not be a Party to any labor disputes between Contractor and any subcontractors or third Parties.

8. **Indemnity:** 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 Contractor; or (ii) any negligent, reckless, or intentional misconduct of any of 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 Contractor or Contractor's agents or employees.

For any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes. Contractor must 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.

Contractor's obligations in this Section must 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 must 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 Contractor to assert its right to defense or indemnification under this Agreement or under Contractor's applicable insurance policies required below, the City must 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 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.

These obligations must survive termination of this Agreement and the services performed hereunder.

9. **Insurance:** In addition to and independent from Contractor's indemnity obligations under Section 9, Contractor must, 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 Contractor in this Section. The insurance coverage must not contain any exclusion for liabilities specifically assumed by Contractor in Section 9.

The insurance must be occurrence-based, and cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by City without limit and without regard to the cause. Contractor must furnish to 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 claim; $2,000,000 per occurrence;
- Commercial General Liability - $1,000,000 per claim; $2,000,000 per occurrence;
- Automobile Liability - $1,000,000 per property damage claim and $1,000,000 per bodily injury claim; $2,000,000 per accident; and
- Professional Liability - $1,000,000 per claim; $2,000,000 per occurrence.

The above amounts must be exclusive of defense costs. City must be endorsed as an additional 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 approved by City and must include no less than a thirty (30) day notice of cancellation or non-renewal. Contractor must 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.

City must approve all insurance coverage and endorsements prior to Contractor commencing work. Alternative: Contractor must provide City a certificate of insurance prior to commencing work. City must approve the limits shown on the certificate prior to commencing work. City's approval of the limits does not relieve Contractor of Contractor's obligation to ensure the insurance meets the requirements.

10. Waiver of Claims: Contractor also waives any and all claims and recourse against 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.

11. 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, City may, by written notice, terminate this Agreement and Contractor's right to proceed with all or any part of the work ("Termination Notice Due to Contractor's Fault"). 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 9, Contractor must be entitled to payment only for those services Contractor actually rendered.

c. Any termination provided for by this Section 11 must be in addition to any other remedies to which City may be entitled under the law or at equity.

d. In the event of termination under this Section 11, Contractor must, 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.

12. <u>Termination for City's Convenience</u>:

a. Should conditions arise which, in the sole opinion and discretion of City, make it advisable to City to cease performance under this Agreement, City may terminate this Agreement by written notice to Contractor ("Notice of Termination for City's Convenience"). The termination must be effective in the manner specified in the Notice of Termination for City's Convenience and must be without prejudice to any claims that City may otherwise have against Contractor.

b. Upon receipt of the Notice of Termination for City's Convenience, unless otherwise directed in the Notice, Contractor must 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 must immediately cancel all existing orders or contracts upon terms satisfactory to City. Contractor must 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 12, 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 must, 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.

13. <u>Intellectual Property and Ownership of Work Product:</u>

a. Title and Ownership Rights. City retains title to and all ownership rights in all Work Product. "Work Product" includes all materials, tangible or not, created in whatever medium pursuant to this Agreement, including but not limited to publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, data and content, including but not limited to multimedia or images (graphics, audio, and video), matters and any combinations of, and all forms of intellectual property.

b. Ownership of Work Product. Contractor must execute any documents or take any other actions as may reasonably be necessary, or as City may reasonably request, to perfect City's ownership of any Work Product. Contractor must, at no cost to City, deliver to City, upon City request during the term of this Agreement or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of City's request, or such expiration or termination.

c. Return of Physical Property. Upon expiration or termination of this Agreement, Contractor agrees to return to City all City property, including but not limited to any and all physical items such as documentation, records, and equipment, which is in Contractor's possession or under Contractor's control. Contractor must submit to City a detailed account of all of City's property in its possession or under Contractor's control. Contractor must return City's property in a method acceptable to City within ten (10) working days. Unless otherwise mutually agreed upon by the Parties, at no time must any of City's property be retained by Contractor upon expiration or termination of this Agreement.

d. Return of Data. Upon expiration or termination of this Agreement, Contractor agrees to return to City all City data. Contractor must submit to City a detailed account of all of City's data in its possession or under Contractor's control. Contractor must return City's data in a format acceptable to City within ten (10) working days. At no time must any data or processes that either belong to or are intended for use of City or its officers, agents, or employees, be copied, disclosed, or retained by Contractor upon expiration or termination of this Agreement.

f. Destruction of Data. If requested by City, Contractor agrees to destroy all of City's data in its possession. When requested by City to destroy City's data, Contractor agrees to

permanently delete the data and ensure that it is not recoverable, in accordance with National Institute of Standards and Technology (NIST) SP 800-88 "Media Sanitation Guidelines."

g. Certification. In all cases, Contractor will certify that all of City's information processed during the performance of the services will be completely purged from all physical and electronic data storage with no output to be retained by Contractor at the time the work is completed, the Agreement is terminated, or upon written request of City.

14. 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 must 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 must 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 must waive all rights to assert such claim.

15. Representatives and Notices:

a. **City's Representative**: City's Representative for the purpose of this Agreement must be Ellie Staley of the Downtown Bozeman Partnership or such other individual as City must designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission must be directed to City's Representative and approvals or authorizations must 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 City in writing and may receive approvals or authorization from such persons.

b. **Contractor's Representative**: Contractor's Representative for the purpose of this Agreement must be _____ or such other individual as Contractor must designate in writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication must 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 must be in writing and must be provided to the Representatives named in this Section. Notices must 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.

16. Permits: Contractor must 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.

17. Laws and Regulations: Contractor must 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.

If Contractor's Scope of Services includes the production of digital content, documents, or web applications intended to be branded for use by City, Contractor must use the City style guide when creating a design. As per recommendations found in Section 508 of the Rehabilitation Act, all digital content, documents, or web applications must also adhere to level A and AA Success Criteria and Conformance Requirements as defined by the current Web Content Accessibility Guidelines (WCAG).

City will not accept digital content that does not comply with WCAG A and AA guidelines. If City refuses digital content because it is non-compliant with the City style guide, Section 508 of the Rehabilitation Act, and/or WCAG, Contractor will be required to make the digital content compliant and redelivered at no additional cost to City.

18. Generative Artificial Intelligence (AI): Contractor must inform the City's representative of its intention to utilized Generative AI to fulfill the deliverables or services detailed in the Scope of Services. City's representative may, in their discretion, permit or deny Contractor's use of Generative AI. If Contractor is permitted to use Generative AI, Contractor agrees to review any work created by Generative AI for accuracy, bias, and copyright infringement. Contractor agrees it will never submit any confidential or personal identifiable information acquired through this Agreement into a Generative AI system. For the purposes of this section, Generative AI is defined as a deep learning model that can generate high quality content such as stories or writings, images, voice replication and music.

19. Nondiscrimination and Equal Pay: Contractor agrees that all hiring by Contractor of persons performing this Agreement must be on the basis of merit and qualifications. Contractor must have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. Contractor cannot 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. Contractor is subject to and must 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 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 must require these nondiscrimination terms of its subcontractors providing services under this Agreement.

20. Intoxicants; DOT Drug and Alcohol Regulations/Safety and Training: Contractor

must 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 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 must 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 must have the right to request proof of such compliance and Contractor must be obligated to furnish such proof.

Contractor must be responsible for instructing and training Contractor's employees and agents in proper and specified work methods and procedures. Contractor must provide continuous inspection and supervision of the work performed. Contractor is responsible for instructing its employees and agents in safe work practices.

21. Modification and Assignability: This Agreement may not be enlarged, modified or altered except by written agreement signed by both Parties. Contractor may not subcontract or assign Contractor's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

22. Reports/Accountability/Public Information: Contractor agrees to develop and/or provide documentation as requested by City demonstrating Contractor's compliance with the requirements of this Agreement. Contractor must allow City, its auditors, and other persons authorized by 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. Contractor cannot issue any statements, releases or information for public dissemination without prior approval of City.

23. **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.

24. **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 in this Agreement, the prevailing Party or the Party giving notice is entitled to reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel including the City Attorney's Office staff.

25. **Taxes**: Contractor is obligated to pay all taxes of any kind or nature and make all appropriate employee withholdings.

26. **Dispute Resolution**:

a. Any claim, controversy, or dispute between the Parties, their agents, employees, or representatives must be resolved first by negotiation between senior-level personnel from each Party duly authorized to negotiate settlement agreements. Upon mutual agreement of the Parties, the Parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. The Parties must attempt to resolve by negotiation within 90 days after the claim, controversy, or dispute has arisen.

b. If the Parties are unable to resolve the dispute pursuant to subsection (a), then such dispute may only be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement. In such a case, all court actions must be commenced within 1 year after the settlement procedure in subsection (a) has been exhausted.

27. **Survival**: Contractor's indemnification must survive the termination or expiration of this Agreement for the maximum period allowed under applicable law.

28. **Headings**: The headings used in this Agreement are for convenience only and are not to be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

29. **Severability**: If any portion of this Agreement is held to be void or unenforceable, all other provisions of this Agreement must remain in effect.

30. **Applicable Law**: The Parties agree that this Agreement is governed by the laws of the

State of Montana.

31. **Binding Effect**: This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the Parties.

32. **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.

33. **Counterparts**: This Agreement may be executed in counterparts, which together constitute this Agreement.

34. **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 oral 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.

35. **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.

36. **Extensions:** This Agreement may, upon mutual agreement, be extended for a period of up to one year at a time by written agreement of the Parties. In no case, however, may this Agreement run longer than five (5) years from the effective date of this Agreement.

****** 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

By_____
Chuck Winn, City Manager

_____
CONTRACTOR (Type Name Above)

By_____

Print Name: _____
Print Title: _____

APPROVED AS TO FORM:

By_____
Greg Sullivan, Bozeman City Attorney

Exhibit A:
SCOPE OF WORK

This proposed Scope of Work includes all the steps required by Montana Code Annotated (MCA) §7-15-4201 and 4301 *et seq*. and the associated Administrative Rules of Montana (ARM) to modify the URD. Pioneer, with the assistance of our partner, Community Development Services of Montana, would complete the following tasks.

Task 1: Site Visit and Project Kick-Off. The project kick-off will include a site tour to better understand and document the conditions contributing to blight within the potential expansion area. As part of this task, we would also meet with City staff, taxing jurisdictions, and other interested parties, as you see fit. At the close of this task, our team will present a proposed district expansion boundary that we anticipate will satisfy the conditions contributing to blight required for a URD.

Task 2: Statement of Conditions Contributing to Blight. Our team will prepare a report documenting the conditions contributing to blight, as defined at MCA §7-15-4206(2). We will submit a draft of the report for your review and input, and subsequently update the report as warranted. We would draft a resolution of necessity for the Bozeman City Commission to consider and adopt. This resolution is required by MCA §7-15-4210. We will attend the City Commission meeting when the resolution is considered to make a presentation and/or field questions.

Task 3: Notify Department of Revenue. After an intended boundary for the amendment is established, we will compile the materials needed to notify the Montana Department of Revenue (DOR) of the intent to amend the URD, as required by the Administrative Rules of Montana (ARM) Chapter 42.19.1403.

These include:

- Contact information for the person designated to interact with DOR
- The name of the District
- The desired base year
- A legal description accompanied by a map illustrating the district's proposed boundary
- GIS data files that include locational information in the form of coordinates, points, lines, polygons, etc., if available
- Confirmation that the property within the proposed district is contiguous and not included within an existing URD or TEDD district

Completion of this task is not required until December 1 by the ARM, but we advise submitting it as soon as we have an intended boundary to ensure the DOR is aware the City is working on amending the district.

Task 4: Amend the Urban Renewal Plan. We will update the existing Urban Renewal Plan to reflect the new boundary of the URD. We do not anticipate that this will be an extensive re-write

of the existing Plan, just editing relevant sections to reflect the amendments. This task will also include gathering the necessary information for the expanded district, including:

- A boundary description and corresponding map.
- Assurance the growth policy and zoning are aligned with the Urban Renewal Plan.
- Property owner names and mailing addresses (for the existing URD as well as the expansion area).
- Geocodes and other property codes and information required by the DOR.

Task 5: Assist with Community Development Board review. As required MCA §7-15-4213, the amended Urban Renewal Plan must be reviewed by the planning commission of the municipality (in Bozeman's case, the Community Development Board). The Community Development Board is required to review the Urban Renewal Plan as to its conformity with the community's growth policy. The Board is also required to submit its written recommendations with respect to the proposed Urban Renewal Plan to the local governing body.

Our team will analyze the proposed Urban Renewal Plan amendments and the growth policy (in other words, Bozeman's Community Development Plan). We will summarize our findings in a memorandum suitable for submittal to Community Development Board as part of a staff report. If requested, we will attend the Community Development Board meeting where is amendment to the Urban Renewal Plan is considered to make a presentation and/or field questions from the Board.

Task 6: Draft ordinance and assist with notifications and public hearing. As required by MCA §7-15-4216, any Urban Renewal Plan adopted by a local governing body must be approved by ordinance. Prior to approving the ordinance, the local governing body must hold a public hearing, in accordance with MCA §7-15-4214 and publish notice of the hearing and notify all property owners and taxing jurisdictions within the URD (both the existing and proposed expansion area) by mail.

Pioneer will provide the following support related to this task:

- Draft a notice to landowners and taxing jurisdictions regarding the public hearing. We assume the City or others will complete the actual mailing.
- Draft the legal notice for publication. We assume the City or others will arrange and pay for the publication.
- Draft an ordinance adopting the amended Urban Renewal Plan for review and approval by the City Attorney.
- Attending the public hearing and first reading of the ordinance in person, including making a presentation to the City Commission regarding the plan amendment.
- Attend the second reading of the ordinance remotely.

Note that the ordinance must be effective by December 31, 2026, for 2026 to be considered the

base year for the expansion area. Per MCA §7-5-4203, local ordinances are not effective until 30 days after their passage. Therefore, the ordinance must have its second reading and adoption on or before December 1, 2026.

Task 7: Compile required information for DOR. After the ordinance to expand the district is adopted, we will compile the materials required to be submitted DOR per ARM 42.19.1403(5). Please note that, based on the assumptions stated above regarding mailings and legal notices, we will require some assistance from the City of Bozeman (e.g., proof of publication for the public hearing). These materials must be submitted by DOR by February 1, 2027.

Task 8: Project Management and Administration. Provide overall Project Management and Administration necessary to complete the project.

SCHEDULE

Pioneer suggests the following general schedule and milestones. Dates are approximate.

- Site Visit/Establish Boundary – June 3-July 15,2026
- Complete Statement of Blight report – August 1,2026
- Adopt Resolution of Necessity – Tuesday, August 18, 2026
- Notify DOR of Intent to Amend – September 1, 2026
- Amend Urban Renewal Plan – September 15, 2026
- Community Development Board Review/Recommendation – Monday, October 5, 2026
- First Reading of Ordinance/Public Hearing – Tuesday, October 20, 2026
- Second Reading/Adopt Ordinance – Tuesday, October 27, 2026
- Submit materials to DOR – January 15, 2027

BUDGET

The total cost of providing professional services to create or amend a URD is normally approximately

$40,000. We anticipate the cost of this amendment will be somewhat lower, since the scope of the expansion is not vast; the amendments to the Urban Renewal Plan text (e.g., goals, strategies, actions) will not be extensive; and it does not appear that you will rely on us for significant engagement with other stakeholders, including taxing jurisdictions. Therefore, we estimate the cost for professional services for this amendment of approximately $32,500, as follows:

Task	Amount	
1. Project Kickoff/Establish Boundary	$	5,400
2. Conditions of Blight Report/Resolution	$	6,700
3. Notice to Department of Revenue	$	1,200
4. Urban Renewal Plan Amendments	$	4,500
5. Community Development Board Review and Recommendation	$	4,500
6. Ordinance and Public Hearing	$	4,200
7. Department of Revenue Information Packet	$	2,500
8. Project Management and Administration	$	3,500
Total	**$**	**32,500**

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Heaston

SUBJECT: Authorize the City Manager to sign a Professional Services Agreement with Peck Forestry, Inc. for Sourdough Municipal Watershed Fuels Reduction Activities

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to sign a Professional Services Agreement with Peck Forestry, Inc. for Sourdough Municipal Watershed Fuels Reduction Activities

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

BACKGROUND: Peck Forestry, Inc. was selected to perform professional forestry services for the Sourdough Municipal Watershed Fuels Reduction Project in 2019 upon completion of a publicly noticed public procurement process. The attached professional services agreement engages Peck Forestry for the next phase of fuels reduction activities near the City's Sourdough municipal water supply intake.

Peck Forestry completed the 2010 Forest Management Plan for the City's 4,000 timbered acre landholdings in Sourdough Canyon. This plan has served as a foundational document for the City's fuels reduction implementation efforts that have been conducted in conjunction with complementary federal fuels reduction efforts under the United States Forest Service's (USFS) Bozeman Municipal Watershed Project.

The City is presently working with Gallatin County to secure an allocation of grant dollars held and administered by the County's disaster and emergency services (DES) department for the purpose of wildfire risk reduction within the Gallatin Priority Fireshed Area. The priority area includes City-owned timbered land in Sourdough Canyon.

A fuels reduction project is being planned, utilizing the County's grant allocation for implementation purposes, along with a City cash match, to continue the City's fuels reduction efforts in the Sourdough municipal watershed. Fuels reduction will reduce wildfire risk to critical municipal drinking water infrastructure. Peck Forestry will assist with project planning

and layout to define the scope of the project, as well as oversight of work to be contracted by Gallatin County that will prosecute the project.

UNRESOLVED ISSUES: City staff are presently working with Gallatin County DES on a grant agreement that will fund the fuels reduction project activities that this PSA engages Peck Forestry to help plan and implement. That future agreement will set forth a match requirement for the City. The City has $120,000 planned appropriation in its upcoming FY27 water fund CIP for project 'W172 - Ph4 Sourdough Fuels Reduction Grant Match', which will provide the required grant match.

ALTERNATIVES: As suggested by the City Commission.

FISCAL EFFECTS: The FY26 water treatment plant (WTP) operating budget provides a line item for contracted professional forestry services that has sufficient budget to cover expenditures under the PSA occurring in FY26.

Attachments:
2026 PSA - Sourdough Fuels Reduction.pdf

Report compiled on: May 20, 2026

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of June, 2026 ("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, Peck Forestry, Inc., hereinafter referred to as "Contractor." 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 to this Agreement agree as follows:

1. Purpose: City agrees to enter this Agreement with Contractor to perform for City professional forestry services in accordance with the Scope of Services described in Section 3 of this Agreement.

2. Term/Effective Date: This Agreement is effective upon the Effective Date and will expire on the 30th day of June, 2029, 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 as hereafter described: The Contractor shall perform all general and professional forestry consultant services, as directed by the City, as may be related to the planning, coordination, layout, oversight and administration of fuels reduction activities on City-owned timbered lands in the Sourdough Municipal Watershed that may serve to reduce the potential severity and extent of wildland fire.

For conflicts between this Agreement and the Scope of Services, unless specifically provided otherwise, the Agreement governs.

4. **Payment:** City agrees to pay Contractor an amount not to exceed **$15,000**, to be invoiced and paid at **$125/hr** for the actual hours incurred over a billing period, which shall not be more frequently than once per month, with said rate providing for all of Contractor's expenses that are or may be incurred in relation to performance of the Scope of Services. 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 City and will become an additional charge over and above the amount listed in the Scope of Services. City must agree in writing upon any additional charges.

5. **Contractor's Representations:** To induce City to enter into this Agreement, Contractor represents and warrants:

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 has the experience and ability to perform the services required by this Agreement.

c. Contractor will perform the services in a professional, competent, and timely manner and with diligence and skill.

d. Contractor has the power to enter into and perform this Agreement.

e. Contractor's performance of this Agreement must 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.

Contractor agrees 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:** The Parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of City for any purpose. Contractor is not subject to the terms and provisions of City's personnel policies handbook and is not considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent City or otherwise bind City in any dealings between Contractor and any third Parties.

Contractor must 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 must maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law.

Contractor must furnish 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.

8. **Labor Relations:** If any labor problems or disputes arise during this Agreement, which cause any services to cease for any period of time, Contractor agrees to take immediate steps in its discretion, at its own expense and without expectation of reimbursement from City, to alleviate or resolve all such labor problems or disputes. Contractor bears all costs of any related legal action. Contractor must provide immediate relief to City so as to permit the services to continue at no additional cost to City. Contractor acknowledges and agrees that City will not be a Party to any labor disputes between Contractor and any subcontractors or third Parties.

9. **Indemnity:** 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 Contractor; or (ii) any negligent, reckless, or intentional misconduct of any of 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 Contractor or Contractor's agents or employees.

For any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes, Contractor must 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.

Contractor's obligations in this Section must 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 must 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 Contractor to assert its right to defense or indemnification under this Agreement or under Contractor's applicable insurance policies required below, the City must 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 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.

These obligations must survive termination of this Agreement and the services performed hereunder.

10. **Insurance:** In addition to and independent from Contractor's indemnity obligations under Section 9, Contractor must, 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 Contractor in this Section. The insurance coverage must not contain any exclusion for liabilities specifically assumed by Contractor in Section 9.

The insurance must be occurrence-based, and cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by City without limit and without regard to the cause. Contractor must furnish to 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 claim; $2,000,000 per occurrence;
- Commercial General Liability - $1,000,000 per claim; $2,000,000 per occurrence;
- Automobile Liability - $1,000,000 per property damage claim and $1,000,000 per bodily injury claim; $2,000,000 per accident; and
- Professional Liability - $1,000,000 per claim; $2,000,000 per occurrence.

The above amounts must be exclusive of defense costs. City must be endorsed as an additional 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 approved by City and must include no less than a thirty (30) day notice of cancellation or non-renewal. Contractor must 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.

City must approve all insurance coverage and endorsements prior to Contractor commencing work. Alternative: Contractor must provide City a certificate of insurance prior to commencing work. City must approve the limits shown on the certificate prior to commencing work. City's approval of the limits does not relieve Contractor of Contractor's obligation to ensure the insurance meets the requirements.

11. Waiver of Claims: Contractor also waives any and all claims and recourse against 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.

12. 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, City may, by written notice, terminate this Agreement and Contractor's right to proceed with all or any part of the work ("Termination Notice Due to Contractor's Fault"). 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 12, Contractor must be entitled to payment only for those services Contractor actually rendered.

c. Any termination provided for by this Section 12 must be in addition to any other remedies to which City may be entitled under the law or at equity.

d. In the event of termination under this Section 12, Contractor must, 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.

13. <u>Termination for City's Convenience</u>:

a. Should conditions arise which, in the sole opinion and discretion of City, make it advisable to City to cease performance under this Agreement, City may terminate this Agreement by written notice to Contractor ("Notice of Termination for City's Convenience"). The termination must be effective in the manner specified in the Notice of Termination for City's Convenience and must be without prejudice to any claims that City may otherwise have against Contractor.

b. Upon receipt of the Notice of Termination for City's Convenience, unless otherwise directed in the Notice, Contractor must 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 must immediately cancel all existing orders or contracts upon terms satisfactory to City. Contractor must 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 13, 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 13(c) is the sole compensation due to Contractor for its performance of this Agreement. Contractor must, 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.

14. <u>Intellectual Property and Ownership of Work Product:</u>

a. Title and Ownership Rights. City retains title to and all ownership rights in all Work Product. "Work Product" includes all materials, tangible or not, created in whatever medium pursuant to this Agreement, including but not limited to publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, data and content, including but not limited to multimedia or images (graphics, audio, and video), matters and any combinations

of, and all forms of intellectual property.

b. Ownership of Work Product. Contractor must execute any documents or take any other actions as may reasonably be necessary, or as City may reasonably request, to perfect City's ownership of any Work Product. Contractor must, at no cost to City, deliver to City, upon City request during the term of this Agreement or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of City's request, or such expiration or termination.

c. Return of Physical Property. Upon expiration or termination of this Agreement, Contractor agrees to return to City all City property, including but not limited to any and all physical items such as documentation, records, and equipment, which is in Contractor's possession or under Contractor's control. Contractor must submit to City a detailed account of all of City's property in its possession or under Contractor's control. Contractor must return City's property in a method acceptable to City within ten (10) working days. Unless otherwise mutually agreed upon by the Parties, at no time must any of City's property be retained by Contractor upon expiration or termination of this Agreement.

d. Return of Data. Upon expiration or termination of this Agreement, Contractor agrees to return to City all City data. Contractor must submit to City a detailed account of all of City's data in its possession or under Contractor's control. Contractor must return City's data in a format acceptable to City within ten (10) working days. At no time must any data or processes that either belong to or are intended for use of City or its officers, agents, or employees, be copied, disclosed, or retained by Contractor upon expiration or termination of this Agreement.

e. Destruction of Data. If requested by City, Contractor agrees to destroy all of City's data in its possession. When requested by City to destroy City's data, Contractor agrees to permanently delete the data and ensure that it is not recoverable, in accordance with National Institute of Standards and Technology (NIST) SP 800-88 "Media Sanitation Guidelines."

f. Certification. In all cases, Contractor will certify that all of City's information processed during the performance of the services will be completely purged from all physical and electronic data storage with no output to be retained by Contractor at the time the work is completed, the Agreement is terminated, or upon written request of City.

15. <u>Limitation on Contractor's Damages; Time for Asserting Claim</u>:

a. In the event of a claim for damages by Contractor under this Agreement, Contractor's damages must 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 must 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 must waive all rights to assert such claim.

16. Representatives and Notices:

a. **City's Representative**: City's Representative for the purpose of this Agreement must be Brian Heaston or such other individual as City must designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission must be directed to City's Representative and approvals or authorizations must 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 City in writing and may receive approvals or authorization from such persons.

b. **Contractor's Representative**: Contractor's Representative for the purpose of this Agreement must be Gary Peck or such other individual as Contractor must designate in writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication must 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 must be in writing and must be provided to the Representatives named in this Section. Notices must 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.

17. Permits: Contractor must 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.

18. Laws and Regulations: Contractor must 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.

If Contractor's Scope of Services includes the production of digital content, documents, or web applications intended to be branded for use by City, Contractor must use the City style guide when creating a design. As per recommendations found in Section 508 of the Rehabilitation Act, all digital content, documents, or web applications must also adhere to level A and AA Success Criteria and Conformance Requirements as defined by the current Web Content Accessibility Guidelines (WCAG).

City will not accept digital content that does not comply with WCAG A and AA guidelines. If City refuses digital content because it is non-compliant with the City style guide, Section 508 of the Rehabilitation Act, and/or WCAG, Contractor will be required to make the digital content compliant and redelivered at no additional cost to City.

20. Generative Artificial Intelligence (AI): Contractor must inform the City's representative of its intention to utilize Generative AI to fulfill the deliverables or services detailed in the Scope of Services. City's representative may, in their discretion, permit or deny Contractor's use of Generative AI. If Contractor is permitted to use Generative AI, Contractor agrees to review any work created by Generative AI for accuracy, bias, and copyright infringement. Contractor agrees it will never submit any confidential or personal identifiable information acquired through this Agreement into a Generative AI system. For the purposes of this section, Generative AI is defined as a deep learning model that can generate high quality content such as stories or writings, images, voice replication and music.

21. Nondiscrimination and Equal Pay: Contractor agrees that all hiring by Contractor of persons performing this Agreement must be on the basis of merit and qualifications. Contractor must have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. Contractor cannot 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. Contractor is subject

to and must 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 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 must require these nondiscrimination terms of its subcontractors providing services under this Agreement.

22. **Intoxicants; DOT Drug and Alcohol Regulations/Safety and Training**: Contractor must 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 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 must 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 must have the right to request proof of such compliance and Contractor must be obligated to furnish such proof.

Contractor must be responsible for instructing and training Contractor's employees and agents in proper and specified work methods and procedures. Contractor must provide continuous inspection and supervision of the work performed. Contractor is responsible for instructing its employees and agents in safe work practices.

23. **Modification and Assignability:** This Agreement may not be enlarged, modified or altered except by written agreement signed by both Parties. Contractor may not subcontract or assign Contractor's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

24. **Reports/Accountability/Public Information**: Contractor agrees to develop and/or provide documentation as requested by City demonstrating Contractor's compliance with the requirements of this Agreement. Contractor must allow City, its auditors, and other persons authorized by 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. Contractor cannot issue any statements, releases or information for public dissemination without prior approval of City.

25. **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.

26. **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 in this Agreement, the prevailing Party or the Party giving notice is entitled to reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel including the City Attorney's Office staff.

27. **Taxes**: Contractor is obligated to pay all taxes of any kind or nature and make all appropriate employee withholdings.

28. **Dispute Resolution**:

a. Any claim, controversy, or dispute between the Parties, their agents, employees, or representatives must be resolved first by negotiation between senior-level personnel from each Party duly authorized to negotiate settlement agreements. Upon mutual agreement of the Parties, the Parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. The Parties must attempt to resolve by negotiation within 90 days after the claim, controversy, or dispute has arisen.

b. If the Parties are unable to resolve the dispute pursuant to subsection (a), then such dispute may only be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement. In such a case, all court actions must be commenced within 1 year after the settlement procedure in subsection (a) has been exhausted.

29. **Survival**: Contractor's indemnification must survive the termination or expiration of this Agreement for the maximum period allowed under applicable law.

30. **Headings**: The headings used in this Agreement are for convenience only and are not to be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

31. **Severability**: If any portion of this Agreement is held to be void or unenforceable, all other provisions of this Agreement must remain in effect.

32. **Applicable Law**: The Parties agree that this Agreement is governed by the laws of the State of Montana.

33. **Binding Effect**: This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the Parties.

34. **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.

35. **Counterparts**: This Agreement may be executed in counterparts, which together constitute this Agreement.

36. **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 oral 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.

37. **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.

38. **Extensions:** This Agreement may, upon mutual agreement, be extended for a period of up to one year at a time by written agreement of the Parties. In no case, however, may this Agreement run longer than five (5) years from the effective date of this Agreement.

****** 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

By_____
Chuck Winn, City Manager

_____
CONTRACTOR (Type Name Above)

By_____

Print Name: _____
Print Title: _____

APPROVED AS TO FORM:

By_____
Greg Sullivan, Bozeman City Attorney

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Ellie Staley, Executive Director Downtown Bozeman Partnership

SUBJECT:

Authorize the City Manager to Sign a Professional Services Agreement with TD&H Engineering to Assist with Downtown Special Improvement Lighting District Consolidation and Feasibility Analysis

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION:

Authorize the City Manager to Sign a Professional Services Agreement with TD&H Engineering to Assist with Downtown Special Improvement Lighting District Consolidation and Feasibility Analysis.

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 Downtown Bozeman Urban Renewal District (URD) is pursuing consolidation of multiple downtown Special Improvement Lighting Districts (SILDs) to improve administrative efficiency, simplify billing structures, and support long-term management of downtown pedestrian lighting infrastructure prior to the URD sunset date.

The proposed professional services agreement with TD&H Engineering includes evaluation of existing SILD boundaries, governing documents, lighting infrastructure, meters, ownership information, and billing structures within the downtown area. The scope of work also includes surveying existing lighting infrastructure and underground electrical systems, evaluating alternative district configurations, conducting cost sensitivity analysis related to frontage and lot area assessments, and preparing mapping, legal descriptions, and ownership data necessary for potential district consolidation.

The work will provide the City and Downtown Bozeman Partnership with the technical analysis and documentation necessary to evaluate options for consolidating existing downtown lighting districts into a more efficient and sustainable structure.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by the Commission.

FISCAL EFFECTS: Total costs for this project are not to exceed $31,000 and will be paid for out of the approved Downtown Urban Renewal District FY2026 budget and work plan.

Attachments:
2026 PSA-TDH_SILD-FINAL.pdf

Report compiled on: May 11, 2026

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of June, 2026 ("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, TD&H Engineering, hereinafter referred to as "Contractor." 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 to this Agreement 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 and will expire on the 2nd day of June, 2027, 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. For conflicts between this Agreement and the Scope of Services, unless specifically provided otherwise, the Agreement governs.

4. Payment: City agrees to pay Contractor for time and materials and not to exceed $31,000 as outlined in Exhibit A. 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 City and will become an additional charge over and above the amount listed in the Scope of Services. City must agree in writing upon any additional charges.

5. **<u>Contractor's Representations</u>:** To induce City to enter into this Agreement, Contractor represents and warrants:

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 has the experience and ability to perform the services required by this Agreement.

c. Contractor will perform the services in a professional, competent, and timely manner and with diligence and skill.

d. Contractor has the power to enter into and perform this Agreement.

e. Contractor's performance of this Agreement must 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.

Contractor agrees City will not determine or exercise control as to general procedures or formats necessary to have these services meet this warranty.

6. **<u>Independent Contractor Status</u>:** The Parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of City for any purpose. Contractor is not subject to the terms and provisions of City's personnel policies handbook and is not considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent City or otherwise bind City in any dealings between Contractor and any third Parties.

Contractor must 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 must maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law.

Contractor must furnish 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.

7. **Labor Relations:** If any labor problems or disputes arise during this Agreement, which cause any services to cease for any period of time, Contractor agrees to take immediate steps in its discretion, at its own expense and without expectation of reimbursement from City, to alleviate or resolve all such labor problems or disputes. Contractor bears all costs of any related legal action. Contractor must provide immediate relief to City so as to permit the services to continue at no additional cost to City. Contractor acknowledges and agrees that City will not be a Party to any labor disputes between Contractor and any subcontractors or third Parties.

8. **Indemnity:** 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 Contractor; or (ii) any negligent, reckless, or intentional misconduct of any of 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 Contractor or Contractor's agents or employees.

For any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes. Contractor must 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.

Contractor's obligations in this Section must 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 must 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 Contractor to assert its right to defense or indemnification under this Agreement or under Contractor's applicable insurance policies required below, the City must 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 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.

These obligations must survive termination of this Agreement and the services performed hereunder.

9. <u>Insurance:</u> In addition to and independent from Contractor's indemnity obligations under Section 9, Contractor must, 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 Contractor in this Section. The insurance coverage must not contain any exclusion for liabilities specifically assumed by Contractor in Section 9.

The insurance must be occurrence-based, and cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered

by City without limit and without regard to the cause. Contractor must furnish to 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 claim; $2,000,000 per occurrence;
- Commercial General Liability - $1,000,000 per claim; $2,000,000 per occurrence;
- Automobile Liability - $1,000,000 per property damage claim and $1,000,000 per bodily injury claim; $2,000,000 per accident; and
- Professional Liability - $1,000,000 per claim; $2,000,000 per occurrence.

The above amounts must be exclusive of defense costs. City must be endorsed as an additional 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 approved by City and must include no less than a thirty (30) day notice of cancellation or non-renewal. Contractor must 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.

City must approve all insurance coverage and endorsements prior to Contractor commencing work. Alternative: Contractor must provide City a certificate of insurance prior to commencing work. City must approve the limits shown on the certificate prior to commencing work. City's approval of the limits does not relieve Contractor of Contractor's obligation to ensure the insurance meets the requirements.

10. Waiver of Claims: Contractor also waives any and all claims and recourse against 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.

11. 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, City may, by written notice, terminate this Agreement and Contractor's right to proceed with all or any part of the work ("Termination Notice Due to Contractor's Fault"). 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 9, Contractor must be entitled to payment only for those services Contractor actually rendered.

c. Any termination provided for by this Section 11 must be in addition to any other remedies to which City may be entitled under the law or at equity.

d. In the event of termination under this Section 11, Contractor must, 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.

12. <u>Termination for City's Convenience</u>:

a. Should conditions arise which, in the sole opinion and discretion of City, make it advisable to City to cease performance under this Agreement, City may terminate this Agreement by written notice to Contractor ("Notice of Termination for City's Convenience"). The termination must be effective in the manner specified in the Notice of Termination for City's Convenience and must be without prejudice to any claims that City may otherwise have against Contractor.

b. Upon receipt of the Notice of Termination for City's Convenience, unless otherwise directed in the Notice, Contractor must 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 must immediately cancel all existing orders or contracts upon terms satisfactory to City. Contractor must 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 12, 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 must, 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.

13. <u>Intellectual Property and Ownership of Work Product:</u>

a. Title and Ownership Rights. City retains title to and all ownership rights in all Work Product. "Work Product" includes all materials, tangible or not, created in whatever medium pursuant to this Agreement, including but not limited to publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, data and content, including but not limited to multimedia or images (graphics, audio, and video), matters and any combinations of, and all forms of intellectual property.

b. Ownership of Work Product. Contractor must execute any documents or take any other actions as may reasonably be necessary, or as City may reasonably request, to perfect City's ownership of any Work Product. Contractor must, at no cost to City, deliver to City, upon City request during the term of this Agreement or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of City's request, or such expiration or termination.

c. Return of Physical Property. Upon expiration or termination of this Agreement, Contractor agrees to return to City all City property, including but not limited to any and all physical items such as documentation, records, and equipment, which is in Contractor's possession or under Contractor's control. Contractor must submit to City a detailed account of all of City's property in its possession or under Contractor's control. Contractor must return City's property in a method acceptable to City within ten (10) working days. Unless otherwise mutually agreed upon by the Parties, at no time must any of City's property be retained by Contractor upon expiration or termination of this Agreement.

d. Return of Data. Upon expiration or termination of this Agreement, Contractor agrees to return to City all City data. Contractor must submit to City a detailed account of all of City's data in its possession or under Contractor's control. Contractor must return City's data in a format acceptable to City within ten (10) working days. At no time must any data or processes that either belong to or are intended for use of City or its officers, agents, or employees, be copied, disclosed,

or retained by Contractor upon expiration or termination of this Agreement.

f. Destruction of Data. If requested by City, Contractor agrees to destroy all of City's data in its possession. When requested by City to destroy City's data, Contractor agrees to permanently delete the data and ensure that it is not recoverable, in accordance with National Institute of Standards and Technology (NIST) SP 800-88 "Media Sanitation Guidelines."

g. Certification. In all cases, Contractor will certify that all of City's information processed during the performance of the services will be completely purged from all physical and electronic data storage with no output to be retained by Contractor at the time the work is completed, the Agreement is terminated, or upon written request of City.

14. 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 must 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 must 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 must waive all rights to assert such claim.

15. Representatives and Notices:

a. **City's Representative**: City's Representative for the purpose of this Agreement must be Ellie Staley of the Downtown Bozeman Partnership or such other individual as City must designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission must be directed to City's Representative and approvals or authorizations must 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 City in writing and may receive approvals or authorization from such persons.

b. **Contractor's Representative**: Contractor's Representative for the purpose of this

Agreement must be _____ or such other individual as Contractor must designate in writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication must 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 must be in writing and must be provided to the Representatives named in this Section. Notices must 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.

16. Permits: Contractor must 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.

17. Laws and Regulations: Contractor must 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.

18. Generative Artificial Intelligence (AI): Contractor must inform the City's representative of its intention to utilized Generative AI to fulfill the deliverables or services detailed in the Scope of Services. City's representative may, in their discretion, permit or deny Contractor's use of Generative AI. If Contractor is permitted to use Generative AI, Contractor agrees to review any work created by Generative AI for accuracy, bias, and copyright infringement. Contractor agrees it will never submit any confidential or personal identifiable information acquired through this Agreement into a Generative AI system. For the purposes of this section, Generative AI is defined as

a deep learning model that can generate high quality content such as stories or writings, images, voice replication and music.

19. Nondiscrimination and Equal Pay: Contractor agrees that all hiring by Contractor of persons performing this Agreement must be on the basis of merit and qualifications. Contractor must have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. Contractor cannot 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. Contractor is subject to and must 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 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 must require these nondiscrimination terms of its subcontractors providing services under this Agreement.

20. Intoxicants; DOT Drug and Alcohol Regulations/Safety and Training: Contractor must 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 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 must 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 must have the right to request proof of such compliance and Contractor must be obligated to furnish such proof.

Contractor must be responsible for instructing and training Contractor's employees and agents in proper and specified work methods and procedures. Contractor must provide continuous inspection and supervision of the work performed. Contractor is responsible for instructing its employees and agents in safe work practices.

21. Modification and Assignability: This Agreement may not be enlarged, modified or altered except by written agreement signed by both Parties. Contractor may not subcontract or assign Contractor's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

22. Reports/Accountability/Public Information: Contractor agrees to develop and/or provide documentation as requested by City demonstrating Contractor's compliance with the requirements of this Agreement. Contractor must allow City, its auditors, and other persons authorized by 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. Contractor cannot issue any statements, releases or information for public dissemination without prior approval of City.

23. **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.

24. 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 in this Agreement, the prevailing Party or the Party giving notice is entitled to reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel including the City Attorney's Office staff.

25. Taxes: Contractor is obligated to pay all taxes of any kind or nature and make all appropriate employee withholdings.

26. **Dispute Resolution**:

a. Any claim, controversy, or dispute between the Parties, their agents, employees, or representatives must be resolved first by negotiation between senior-level personnel from each Party duly authorized to negotiate settlement agreements. Upon mutual agreement of the Parties, the Parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. The Parties must attempt to resolve by negotiation within 90 days after the claim, controversy, or dispute has arisen.

b. If the Parties are unable to resolve the dispute pursuant to subsection (a), then such dispute may only be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement. In such a case, all court actions must be commenced within 1 year after the settlement procedure in subsection (a) has been exhausted.

27. **Survival**: Contractor's indemnification must survive the termination or expiration of this Agreement for the maximum period allowed under applicable law.

28. **Headings**: The headings used in this Agreement are for convenience only and are not to be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

29. **Severability**: If any portion of this Agreement is held to be void or unenforceable, all other provisions of this Agreement must remain in effect.

30. **Applicable Law**: The Parties agree that this Agreement is governed by the laws of the State of Montana.

31. **Binding Effect**: This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the Parties.

32. **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.

33. **Counterparts**: This Agreement may be executed in counterparts, which together constitute this Agreement.

34. **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 oral 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.

35. **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.

36. **Extensions:** This Agreement may, upon mutual agreement, be extended for a period of up to one year at a time by written agreement of the Parties. In no case, however, may this Agreement run longer than five (5) years from the effective date of this Agreement.

****** 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

By_____
Chuck Winn, City Manager

_____
CONTRACTOR (Type Name Above)

By_____

Print Name: _____
Print Title: _____

Version 12.30.25

APPROVED AS TO FORM:

By_____
Greg Sullivan, Bozeman City Attorney

SCOPE OF SERVICES

The Downtown Urban Renewal District (URD) aims to consolidate multiple Special Improvement Lighting Districts (SILDs) before the URDs sunset date. Managing numerous invoices for various downtown pedestrian light meters is currently inefficient and expensive. Following a meeting with the City of Bozeman, several required scope items were identified to continue assessing the feasibility of consolidating these SILDs. These items include:

1. Identify existing lighting districts in the area of interest and jurisdictional boundaries.
2. By existing lighting district, identify all applicable governing documents, inventory of lighting infrastructure, budget management framework and balance, billing structure, property owners, and meters.
3. Tabulate individual lot areas and frontages by parcel number or other unique identifiers (e.g., address) within existing districts, and proposed district(s).
4. Identify and tabulate current meters being paid for by the existing districts and within the proposed district(s).
5. Perform lot area vs. lot frontage cost sensitivity analysis relative to existing billing structures for existing and proposed district (s).
6. Locate and survey URD paid light meters by existing district(s) for the study area.
7. Locate and survey URD paid underground electrical wires by existing district(s) for study area.
8. Conduct Project management progress meetings, and City of Bozeman coordination meetings. Prepare meeting minutes and action items for all meetings.

The method for consolidating the various SILDs is undetermined and depends on the outcomes of prior tasks. One option is to expand an existing SILD to match the preferred SILD boundary or create a new SILD to absorb smaller SILDs.

We anticipate some need to perform tweaks to the final SILD boundary based on URD and City of Bozeman comments. We have budgeted for up to three adjustments to the SILD boundary and property owner, area, lot frontage worksheets. Once a final boundary is determined we will prepare the following:

1. Metes and bounds legal description of SILD.
2. Updated ownership spreadsheet with lot areas and street frontages.
3. Updated light pole and meter inventory
4. Updated maps showing light poles and meters, existing SILD boundaries, new SILD boundary and parcels.

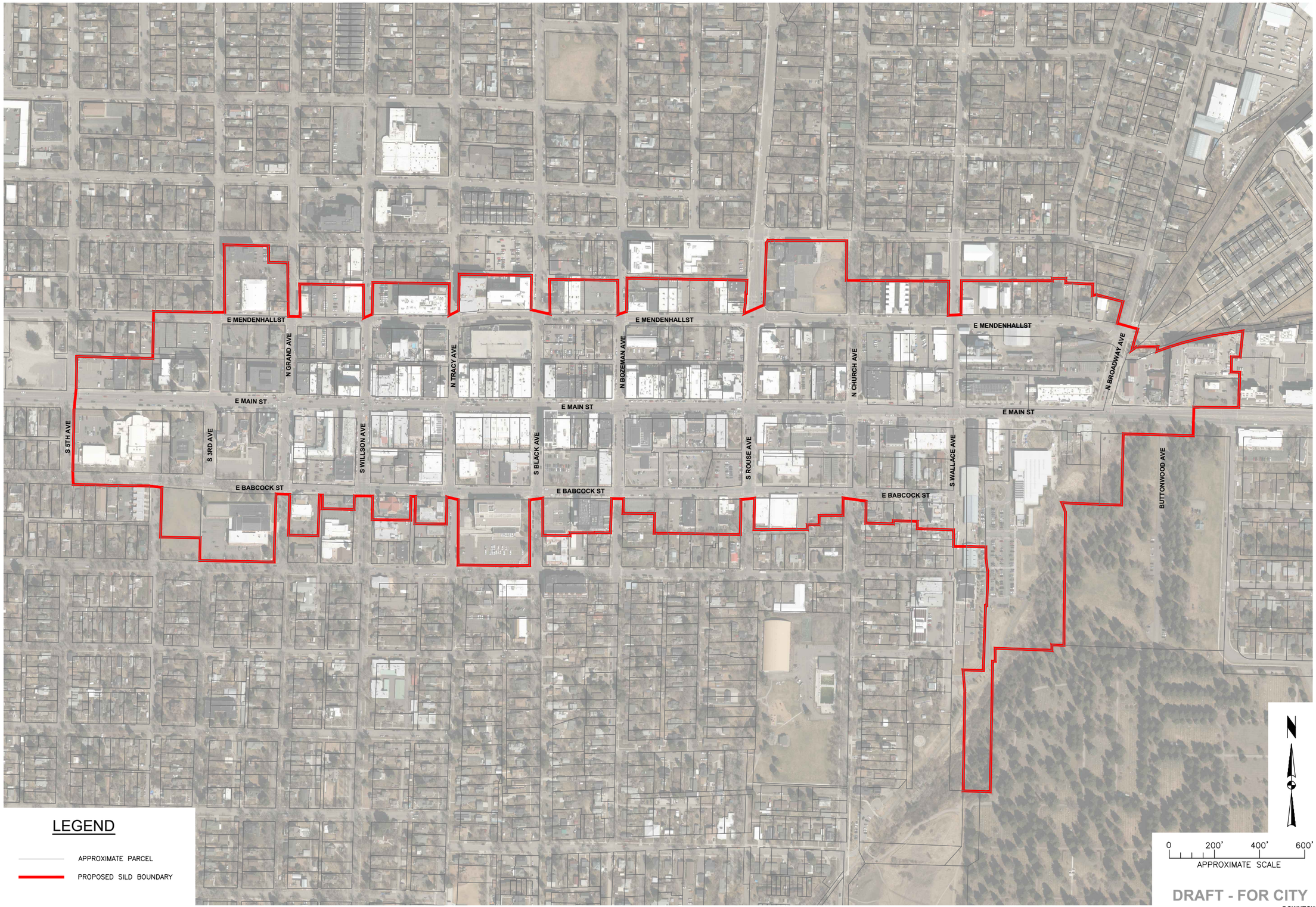
Assumptions

- The URD will provide us with 12 months of meter invoices for each meter paid for by the URD.
- A private utility locator will be used to locate underground wiring not previously surveyed by TD&H. TD&H survey personnel will survey underground wiring as the locates are performed to avoid the need to spray paint downtown sidewalks.
- Lot areas and frontage lengths will be based on publicly available GIS data.

- Our scope of work is based on the attached preliminary SILD boundary drawing.

FEE

Schedule of Estimated Hourly Fees		
Task #	**Description**	**Fee**
1	Downtown Bozeman SILD	$31,000
	TOTAL	



REV	DATE	REVISION

TD&H Engineering
406.586.0277 • tdhengineering.com
234 E. BABCOCK ST., SUITE 3 • BOZEMAN, MONTANA 59715

DRAWN BY:	JRG
DESIGNED BY:	JRG
QUALITY CHECK:	KLS
DATE:	2/11/2026
JOB NO.	
FIELDBOOK	

DOWNTOWN SILD CONSOLIDATION
BOZEMAN, MONTANA

DRAFT SILD BOUNDARY

DOWNTOWN SILD CONSOLIDATION 2026.DWG

FIGURE 1

PAGE SETUP ----
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BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Sam Bearzi, Fleet Manager
Nicholas Ross, Director of Transportation and Engineering

SUBJECT: Authorize the City Manager to Sign a First Amendment to the Professional Service Agreement with Rocky Mountain Supply Inc. for Bulk Fuel Delivery to Multiple City Sites

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign a First Amendment to the Professional Service Agreement with Rocky Mountain Supply Inc. for Bulk Fuel Delivery to Multiple City Sites.

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

BACKGROUND: The City of Bozeman had entered into a professional service agreement with Rocky Mountain Supply, INC to supply gasoline and dyed diesel to multiple city sites. This amendment extends the agreement for an additional year, with Rocky Mountain Supply, Inc. matching the current State of Montana contract pricing. The extension ensures reliable fuel supply and offers greater oversite then the state contract.

UNRESOLVED ISSUES: None

ALTERNATIVES: As suggested by the City Commission

FISCAL EFFECTS: The contract pricing reflects Montana State bid pricing. Pricing is inclusive of the daily OPIS average for Bozeman, state tax (gasoline only), state cleanup fee, vendor markup, and delivery. The fiscal impact is negligible from the previous year.

Attachments:
First Amendment to the Professional Service Agreement

Report compiled on: May 7, 2026

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR Bulk Fuel Delivery dated June 10th, 2025 (the "Agreement") is made and entered into this 2nd day of June, 2026, 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 Rocky Mountain Supply Inc, 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 of the Agreement is extended for an additional one (1) year period. The Agreement shall terminate on June 30th, 2027.

2. **City Representative.** Section 11.a. of the original agreement, the City's Representative for the purpose of this amendment shall be changed to Sam Bearzi 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.

3. **Agreement still valid**. All remaining terms and provisions of the Agreement remain in effect.

****** 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

By_____
Chuck Winn, City Manager

Rocky Mountain Supply, INC

By_____
Print Name: Jason Rorabaugh
Title: Chief Operating Officer, Jason Rorabaugh

APPROVED AS TO FORM

By_____
Greg Sullivan, Bozeman City Attorney

BOZEMAN MT

Memorandum

REPORT TO: City Commission

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

SUBJECT: Authorize the City Manager to Sign a Third Amendment to the Professional Services Agreement with DOWL, LLC for the MSU Interceptor Improvements Project

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign a Third Amendment to the Professional Services Agreement with DOWL, LLC for the MSU Interceptor Improvements Project

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

BACKGROUND: Attached is a copy of the Third Amendment to the Professional Services Agreement with Dowl, LLC for the MSU Interceptor Improvements Project. The document is in the City's standard format.

The MSU Interceptor is a section of trunk sewer main that extends from the intersection of Kagy Boulevard and South 3rd Avenue to the north and west through the City and ending at the intersection of West Babcock Street and South 9th Avenue. This section of trunk sewer main was identified in the City's 2024 Wastewater Facility Plan Update as the City's highest priority sewer renovations project.

The proposed amendment to the professional services agreement includes public outreach, public relations, communications with the City, and project oversight from project bidding phase through construction of phase 1 of the project. Most notably, this amendment will cover public involvement associated with construction work on Kagy Boulevard between South Tracy Avenue and South 7th Avenue. This portion of the project will be very disruptive to motorists, and several businesses and institutions will be impacted, including Bozeman's Fire Station #2, The Museum of the Rockies, and Montana State University.

UNRESOLVED ISSUES: None

ALTERNATIVES: As Suggested by the Commission

FISCAL EFFECTS: The cost of this amendment is $69,444.17. The original agreement and previous
amendments totaled $419,649.19. With this amendment, the total cost of professional services will be $489,093.36. Funding for the design of this project has been appropriated in the FY26 Budget as Project WW138 for a total amount of $836,800 and paid for from the Wastewater Fund and the Wastewater Impact Fee Fund. The portion of design for water and sewer pipe replacement in Kagy Boulevard will be paid from the Project Water Fund capital project W04.

Attachments:
MSU Sewer Interceptor PSA Amendment No3.pdf

Report compiled on: May 5, 2026

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR MSU Sewer Interceptor Improvements dated November 14, 2025 (the "Agreement") is made and entered into this _____ day of _____, 2026, 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 **DOWL,** 1283 N 14th Avenue, Ste. 101, Bozeman, MT 59715 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. Addition to Scope of Work. Attached Exhibit A-1

1. Addition to Payment. Attached Cost Schedule

2. Agreement still valid. All remaining terms and provisions of the original 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

By_____
Chuck Winn, City Manager

DOWL, LLC

By_____
Print Name: Kevin Johnson
Title: Project Manager

APPROVED AS TO FORM

By_____

Greg Sullivan, Bozeman City Attorney

Exhibit A-1 – Scope of Services (Public Involvement Services)

The following text summarizes our understanding of the project and the proposed scope of services.

PROJECT DESCRIPTION

The City of Bozeman MSU Sewer Interceptor includes sewer mains between the intersection of Kagy Blvd. and South 3rd Ave. extending north through the City and terminating at the intersection of South 9th Ave and West Babcock. Based up the preliminary investigation and alternative route evaluations, the City has selected a preferred route and sequencing for improvements to the interceptor as described in the Pre-Design Report and summarized as follows:

The Phase 1 project includes the following two construction schedules:

Schedule 1: Sewer Replacement on Kagy Blvd.

- Kagy Blvd. – from South 7th Ave. to South 3rd and north on South Willson beyond the limits of the Kagy Blvd. widening limits.
- South Tracy Ave. – from Spring Creek Dr. north across Kagy Blvd. to the intersection of Hoffman Dr

Schedule 2: Sewer Interceptor and water/sewer replacement on Kagy;

- South 7thth Avenue – from West Babcock Street to West Story Street;
- West Story Street – from South 7th Avenue to South 4th Avenue;
- South 4th Avenue – from West Story Street to West College Street;
- Mason St. – from South Willson Ave., across Langohr Park to S. Tracy Ave.;
- South Tracy Ave. – from Langohr Park to Kagy Blvd.;
- Kagy Blvd. – from South Tracy to South 3rd Ave. and approximately 300 feet south on South 3rd. Ave.
- .

In addition, Schedule 2 includes replacement of an existing water main across Cooper Park between W. Story and W. Koch St.

Phase 2: Replace the remainder of the MSU sewer interceptor as follows:

- South Willson Ave. – from Mason St. to West College St.;
- West College St. – from South Willson Ave. to South 4th Ave.

Phase 2 is not part of this scope of services and will be incorporated via amendment at a later date.

Task 5.1 – Project Management

General. This task includes time for management of the project scope of work, schedule and budget along with coordination of the project team, communications with the City, oversight of quality control and management of deliverables.

Public Involvement Plan (PIP). DOWL will develop a PIP for guidance on strategies, messaging, and tactics.

Final Report. DOWL will document PI activities and compile all public feedback collected throughout the project into a final report for the City of Bozeman.

Task 5.2 – Graphics

DOWL will create four custom graphics to communicate construction activities for use on the website, in direct mail, on social media, and to be used in Open House materials.

Task 5.3 – Distribution Lists

Property owner list. DOWL will create a GIS-based list of area property owners to use for project communications.

Stakeholder and Media list. It is assumed that City of Bozeman will distribute project information and press releases using their pre-established stakeholder and media lists.

Task 5.4 – Stakeholder Engagement

Stakeholder meetings. Facilitation of meetings with key corridor stakeholders and landowners, including Museum of the Rockies (MOR), Montana State University (MSU) and MSU Athletics, Kagy Corner businesses, and nearby Police and Fire departments. Assume two meetings each, during phase 1; one prior to contractor specification development and one prior to construction. Coordination will help to understand concerns and needs (access needs, special event schedules, etc.), answer questions, and facilitate communication to support smooth project delivery. DOWL will look for opportunities for efficiency by pairing up meetings. Assume a maximum of 12 total meetings.

Stakeholder coordination. DOWL will serve as a point-of-contact for property owners, businesses, and other key stakeholders. Our team will provide updates, answer general inquiries and coordinate with the project team as needed to respond to more technical questions and comments.

Project hotline and email. DOWL will maintain a project-specific hotline and email address to field public inquiries. A team member will staff the hotline and monitor email inquiries during regular business hours. All phone and email inquiries will be responded to as quickly as possible and always within 24 hours. Voicemails and emails will be distributed to the entire DOWL PI team to ensure they are received and responded to within the 24-hour timeframe. We will maintain a log of all inquiries and responses.

Canvassing. DOWL will distribute project information to impacted properties prior to construction. This will include door-knocking, leaving door-hangers, and posting notifications in the park and on other area community bulletin boards.

Task 5.5 – Communication Platforms

Website updates. DOWL will develop new content for the project website and provide updates to communicate project progress. Assume 20 weekly updates during construction to the Bozeman Street Report page: https://www.bozemanmt.gov/departments/transportation-engineering/streets/street-reports.

Email updates. DOWL will send weekly email content for use in the City's Street Report. Assume 20 weekly updates.

Text updates. During construction, DOWL will send weekly construction text updates to subscribers who opt in using Simple Texting. Assume 20 weekly updates.

Press releases (PR). DOWL will develop up to six press releases about the project and/or the public open house and provide to the City for distribution. DOWL will support the City with media requests, as needed.

Display ads. DOWL will design and place display ads in local newspaper (Bozeman Chronicle) to promote the open house.

Social media ad. DOWL will develop and place a social media ad with general project information to drive traffic to the project website and inform target audiences where to find more information during construction.

Project flyer. DOWL will develop and produce a flyer to be distributed during canvassing.

Project postcard. DOWL will develop and distribute a postcard to the list of impacted properties and stakeholders identified by the City of Bozeman.

Task 5.6 – Open House

DOWL will plan and host a public open house to inform the community about the project and anticipated construction schedule. Coordinate with the project team to develop content. Manage the event logistics and promotion for the event.

Summary/Dashboard of Budgeted Costs & Profit (or Fixed Fee for CPFF Compensation)

Note: CPFF compensation may not be used if prime Consultant has Negotiated Billing Rates (NBRs). Subs may use NBRs and are included in the Total Cost NTE; however, NBRs already include profit. Therefore NBR-subs are not part of the profit or Fixed-Fee calculation.

PROJECT NAME: City of Bozeman; MSU Sewer Interceptor (Public Involvement)

Section A: Total Contract/WOC or Amendment NTE Amount

This total includes - a) Non-contingency amount [all allowable costs and expenses, NBR subconsultant costs (if applicable), profit or Fixed-Fee amount]; and b) Contingency amount, if any [the total cost, expenses and profit for contingency tasks, each of which must be authorized by Agency].	**$ 69,444.17**

Section B: Non-Contingency Cost and Profit Summaries

Non-Contingency Cost Totals (Prime & Subs)

Total Non-Contingency Hours	364.00
Total Non-Contingency Labor Costs	$ 58,090.58
Total Non-Contingency Direct Expenses	$ 2,640.00
Total Non-Contingency Cost Amount:	**$ 60,730.58**

Profit Total (or Fixed Fee Amount for CPFF): **$ 8,713.59**

Non-Contingency Cost Summary by Firm

	Firm	Cost NTE Amount
Prime	DOWL, LLC	$ 60,730.58
Sub 1	[Enter Subconsultant 1's Name]	$ -
Sub 2	[Enter Subconsultant 2's Name]	$ -
Sub 3	[Enter Subconsultant 3's Name]	$ -
Sub 4	[Enter Subconsultant 4's Name]	$ -
Sub 5	[Enter Subconsultant 5's Name]	$ -
Sub 6	[Enter Subconsultant 6's Name]	$ -
Sub 7	[Enter Subconsultant 7's Name]	$ -

Profit Summary by Firm

Firm	Profit Amount
Prime	$ 8,713.59
Sub 1	$ -
Sub 2	$ -
Sub 3	$ -
Sub 4	$ -
Sub 5	$ -
Sub 6	$ -
Sub 7	$ -

Total Cost & Profit by Firm

$ 69,444.17
$ -
$ -
$ -
$ -
$ -
$ -
$ -

Breakdown of Costs - Dated: January 15, 2025

PROJECT NAME: City of Bozeman; MSU Sewer Interceptor (Public Involvement)

BUDGET MULTIPLIER	
% of budget in Curr. Year (CY)	Values will be 0 if a firm uses Negotiated Billing Rates (NBRs); otherwise use applicable Overhead and FCCM,.
% of budget in CY+1	
% of budget in CY+2	
% of budget in CY+3	
Weighted Escal'n Factor	

Color Legend	
	Yellow-highlighted cells are for data entry.
	Green-highlighted cells are totals or subtotals.
	Orange-highlighted cells are for NBR entries only.
	Blue text indicates guidance/notes for end-user.

Task #	Job Classifications (Provide names if requested and for Key Persons)	DOWL, LLC: Engr 8 (Johnson)	Engr 8 (Yakawich)	PI Lead (Olmsted)	GIS Specialist (Lewis)	PI Support (McLean)	Graphic Designer (Curtis)	DOWL, LLC: Hours	Escalated Direct Labor or NBR $	Overhead	FCCM	Direct Expenses	Total Cost	Profit (or Fixed Fee amount for CPFF)
	Row 11: Enter Direct Salary Rate (Avg, Actual, Max) Current Year	$72.61	$66.15	$64.81	$46.77	$50.92	$48.76							
	Row 12: Calculated Annualized Direct Salary Rate	$72.61	$66.15	$64.81	$46.77	$50.92	$48.76							
	Row 13: Enter Negotiated Billing Rate (NBR) if applicable													
	Burdened Billing Rate W/O Profit for CPFF Compensation	$200.72	$182.87	$179.16	$129.29	$140.76	$134.79			176.44%	0.00%			15.00%
	Fully Burdened Billing Rate	$230.83	$210.29	$206.03	$148.68	$161.88	$155.01							
NON-CONTINGENCY TASKS/DELIVERABLES														
Unhide rows to assign Subtasks and Hide any unused rows.														
2	TASK 2 NAME - Design	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -
								0	$ -	$ -	$ -		$ -	$ -
								0	$ -	$ -	$ -		$ -	$ -
5	Public Involvement	26	14	129	4	157	34	364	$ 21,013.81	$ 37,076.77	$ -	$ 2,640.00	$ 60,730.58	$ 8,713.59
								0	$ -	$ -	$ -		$ -	$ -
5.1	Project Management			20				20	$ 1,296.20	$ 2,287.02	$ -		$ 3,583.22	$ 537.48
								0	$ -	$ -	$ -		$ -	$ -
5.2	Graphics			4		8	16	28	$ 1,446.76	$ 2,552.66	$ -		$ 3,999.42	$ 599.91
								0	$ -	$ -	$ -		$ -	$ -
5.3	Distribution Lists			2	4			6	$ 316.70	$ 558.79	$ -		$ 875.49	$ 131.32
								0	$ -	$ -	$ -		$ -	$ -
5.4	Stakeholder Engagement							0	$ -	$ -	$ -		$ -	$ -
	Stakeholder meetings	12	12	24				48	$ 3,220.56	$ 5,682.36	$ -		$ 8,902.92	$ 1,335.44
	Staleholder coordination			10		10		20	$ 1,157.30	$ 2,041.94	$ -		$ 3,199.24	$ 479.89
	Project hotline and email					20		20	$ 1,018.40	$ 1,796.86	$ -		$ 2,815.26	$ 422.29
	Canvassing			16		16		32	$ 1,851.68	$ 3,267.10	$ -	$ 300.00	$ 5,418.78	$ 767.82
								0	$ -	$ -	$ -		$ -	$ -
5.5	Communications Platforms							0	$ -	$ -	$ -		$ -	$ -
	Website updates	10		20		40		70	$ 4,059.10	$ 7,161.88	$ -		$ 11,220.98	$ 1,683.15
	Email updates			10		20		30	$ 1,666.50	$ 2,940.37	$ -		$ 4,606.87	$ 691.03
	Text updates			10		20		30	$ 1,666.50	$ 2,940.37	$ -	$ 240.00	$ 4,846.87	$ 691.03
	Display ads			1		1	2	4	$ 213.25	$ 376.26	$ -	$ 600.00	$ 1,189.51	$ 88.43
	Social media ad			1		1	2	4	$ 213.25	$ 376.26	$ -		$ 589.51	$ 88.43
	Project flyer			1		1	4	6	$ 310.77	$ 548.32	$ -		$ 859.09	$ 128.86
								0	$ -	$ -	$ -		$ -	$ -
5.6	Open House	4	2	10		20	10	46	$ 2,576.84	$ 4,546.58	$ -	$ 1,500.00	$ 8,623.42	$ 1,068.51
								0	$ -	$ -	$ -		$ -	$ -
								0	$ -	$ -	$ -		$ -	$ -
								0	$ -	$ -	$ -		$ -	$ -
								0	$ -	$ -	$ -		$ -	$ -
								0	$ -	$ -	$ -		$ -	$ -
								0	$ -	$ -	$ -		$ -	$ -
								0	$ -	$ -	$ -		$ -	$ -
								0	$ -	$ -	$ -		$ -	$ -
3	TASK 3 - Design	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -
								0	$ -	$ -	$ -		$ -	$ -
								0	$ -	$ -	$ -		$ -	$ -
								0	$ -	$ -	$ -		$ -	$ -
								0	$ -	$ -	$ -		$ -	$ -
								0	$ -	$ -	$ -		$ -	$ -
								0	$ -	$ -	$ -		$ -	$ -
								0	$ -	$ -	$ -		$ -	$ -
								0	$ -	$ -	$ -		$ -	$ -
	TOTAL Non-Contingency	26	14	129	4	157	34	364	$ 21,013.81	$ 37,076.77	$ -	$ 2,640.00	$ 60,730.58	$ 8,713.59
												Cost + Fee or Profit =		$ 69,444.17

Project Summary

Task #	Job Classifications	Hours	Escalated Direct Labor or NBR $	Overhead	FCCM	Direct Expenses	Total Cost	Profit (or Fixed Fee amount for CPFF)	Cost + Profit or Fixed Fee	% of Total Non-Contingency Labor Costs
2	TASK 2 NAME - Design	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0%
5	Public Involvement	364	$ 21,013.81	$ 37,076.77	$ -	$ 2,640.00	$ 60,730.58	$ 8,713.59	$ 69,444.17	100%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0%
5.1	Project Management	20	$ 1,296.20	$ 2,287.02	$ -	$ -	$ 3,583.22	$ 537.48	$ 4,120.70	6%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0%
5.2	Graphics	28	$ 1,446.76	$ 2,552.66	$ -	$ -	$ 3,999.42	$ 599.91	$ 4,599.33	6.9%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0%
5.3	Distribution Lists	6	$ 316.70	$ 558.79	$ -	$ -	$ 875.49	$ 131.32	$ 1,006.81	2%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
5.4	Stakeholder Engagement	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
	Stakeholder meetings	48	$ 3,220.56	$ 5,682.36	$ -	$ -	$ 8,902.92	$ 1,335.44	$ 10,238.36	15.3%
	Staleholder coordination	20	$ 1,157.30	$ 2,041.94	$ -	$ -	$ 3,199.24	$ 479.89	$ 3,679.13	5.5%
	Project hotline and email	20	$ 1,018.40	$ 1,796.86	$ -	$ -	$ 2,815.26	$ 422.29	$ 3,237.55	4.8%
	Canvassing	32	$ 1,851.68	$ 3,267.10	$ -	$ 300.00	$ 5,418.78	$ 767.82	$ 6,186.60	8.8%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
5.5	Communications Platforms	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
	Website updates	70	$ 4,059.10	$ 7,161.88	$ -	$ -	$ 11,220.98	$ 1,683.15	$ 12,904.13	19.3%
	Email updates	30	$ 1,666.50	$ 2,940.37	$ -	$ -	$ 4,606.87	$ 691.03	$ 5,297.90	7.9%
	Text updates	30	$ 1,666.50	$ 2,940.37	$ -	$ 240.00	$ 4,846.87	$ 691.03	$ 5,537.90	7.9%
	Display ads	4	$ 213.25	$ 376.26	$ -	$ 600.00	$ 1,189.51	$ 88.43	$ 1,277.94	1.0%
	Social media ad	4	$ 213.25	$ 376.26	$ -	$ -	$ 589.51	$ 88.43	$ 677.94	1.0%
	Project flyer	6	$ 310.77	$ 548.32	$ -	$ -	$ 859.09	$ 128.86	$ 987.95	1.5%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
5.6	Open House	46	$ 2,576.84	$ 4,546.58	$ -	$ 1,500.00	$ 8,623.42	$ 1,068.51	$ 9,691.93	12.3%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
3	TASK 3 - Design	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
	TOTAL Non-Contingency	364	$ 21,013.81	$ 37,076.77	$ -	$ 2,640.00	$ 60,730.58	$ 8,713.59	$ 69,444.17	

Consulting Firm: **DOWL, LLC**

Complete a separate Expense Detail sheet for Prime and each subconsultant, as needed. Totals must be manually entered or linked into the BOC worksheet. Insert rows as needed.

For subtasks that include ODCs, enter subtask number and name to correspond with associated subtask in Breakdown of Costs sheet.		If using any second or lower tier subs, identify name, Tax ID No., DBE status, and dollar amount for each. If firm is using their Social Security Number, just enter "SSN" and do not enter the actual number.			
Task #	**Description**	**Basis of Estimate**	**Qty.**	**Unit Price**	**Amount**
NON-CONTINGENCY TASKS/DELIVERABLES		Include enough detail for the reader to understand how the estimate was determined.			
1.2		Sample Entries for Instructional Purposes Only			$5,280.00
					$0.00
					$0.00
					$0.00
2.3.1		Sample Entries for Instructional Purposes Only			$5,280.00
					$0.00
					$0.00
5	**Public Involevement**				***$2,640.00***
5.1	Project Management				$0.00
5.2	Graphics				$0.00
5.3	Districution Lists				$0.00
5.4	Stakeholder Engagement				$0.00
	Canvassing	Travel expenses for one team member from Billings	1	$300.00	$300.00
5.5	Communications				$0.00
	Text Updates	Simple texting	12	$20.00	$240.00
		Postcard	1	$600.00	$600.00
5.6	Open House				$0.00
		Misc. expenses (venue rental, refreshments, supplies), Display ads	1	$1,500.00	$1,500.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
(For more subtask entries, unhide rows 73 to 132; Insert additional rows if needed under for a given subtask)			***TOTAL Non-Contingency***		**$2,640.00**

BOZEMAN MT

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 797 URBAN + FARM PHASE 2

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: Adopt Commission Resolution for the Creation of Special Improvement Lighting District 797 URBAN + FARM PHASE 2

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 January 27, 2026, adopt Commission Resolution No. 2026-XX Intent to Create Special Improvement Lighting District 797 URBAN + FARM PHASE 2 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 $26.88 per acre within the district or $1,479.26 annually for the entire district.

Attachments:
Resolution 2026-XX Creation of SILD 797.docx
Exhibit A.pdf

Report compiled on: April 9, 2026

RESOLUTION

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, RELATING TO LIGHTING DISTRICT NO. 797 URBAN + FARM PHASE 2 CREATING THE DISTRICT FOR THE PURPOSE OF MAINTAINING LIGHTING IMPROVEMENTS AND ASSESSING THE COSTS OF MAINTENANCE AND ENERGY THEREFOR TO BENEFITTED 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

Passage of Resolution of Intention. This Commission, on April 21, 2026, adopted Resolution No 2026-XX (the "Resolution of Intention"), pursuant to which this Commission declared its intention to create a special lighting district, designated as Special Lighting District No. **797** (URBAN + FARM PHASE 2**)** of the City (the "District"), under Montana Code Annotated, Title 7, Chapter 12, Part 43, as amended (the "Act"), for the purpose of financing costs of certain local improvements described generally therein (the "Improvements") and paying costs incidental thereto, including costs associated with the creation and administration of the District.

Section 2

Notice and Public Hearing. Notice of passage of the Resolution of Intention was duly published, posted and mailed in all respects in accordance with law, and on February 24, 2026, this

Commission approved the creation of the district and the making of the Improvements. The meeting of this Commission at which this resolution was adopted is the first regular meeting of the Commission following the expiration of the period ended 15 days after the first date of publication of the notice of passage of the Resolution of Intention (the "Protest Period").

Section 3

Protests. Within the Protest Period, no protests were filed with the City Clerk.

Section 4

Creation of the District; Insufficiency of Protests. The district is hereby created on the terms and conditions set forth in and otherwise in accordance with, the Resolution of Intention. The findings and determinations made in the Resolution of Intention are hereby ratified and confirmed.

Section 5

Preparation and Levying of Assessments. It shall be the duty of the City Clerk to prepare all necessary schedules and resolutions for the levying of assessments in the district necessary to finance the Improvements and present such resolution to this Commission for adoption in conformance with Section 7-12-4328, M.C.A., on or before the first Monday in October.

The City Clerk is authorized to provide notice of the resolution of assessment and schedule a public hearing therefore in conformance with Sections 7-12-4329 and 7-12-4330, M.C.A., and upon final passage of such resolution deliver it to the City Treasurer.

Section 6

Lighting District Fund Established. There is hereby created a fund to be known as the Special Lighting District No. 797 Fund (the "Fund"). All money derived from the collection of the assessments as provided in Section 5 herein and the Act shall be deposited in the Fund and used

to pay costs of the Improvements.

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 May 2026.

_____

JOEY MORRISON
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 2026-XX entitled: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, RELATING TO LIGHTING DISTRICT 797 (URBAN + FARM PHASE 2I); CREATING 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 at a meeting on May 19, 2026 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 May 2026.

_____MIKE MAAS

City Clerk

Cushing Terrell.

cushingterrell.com
800.757.9522

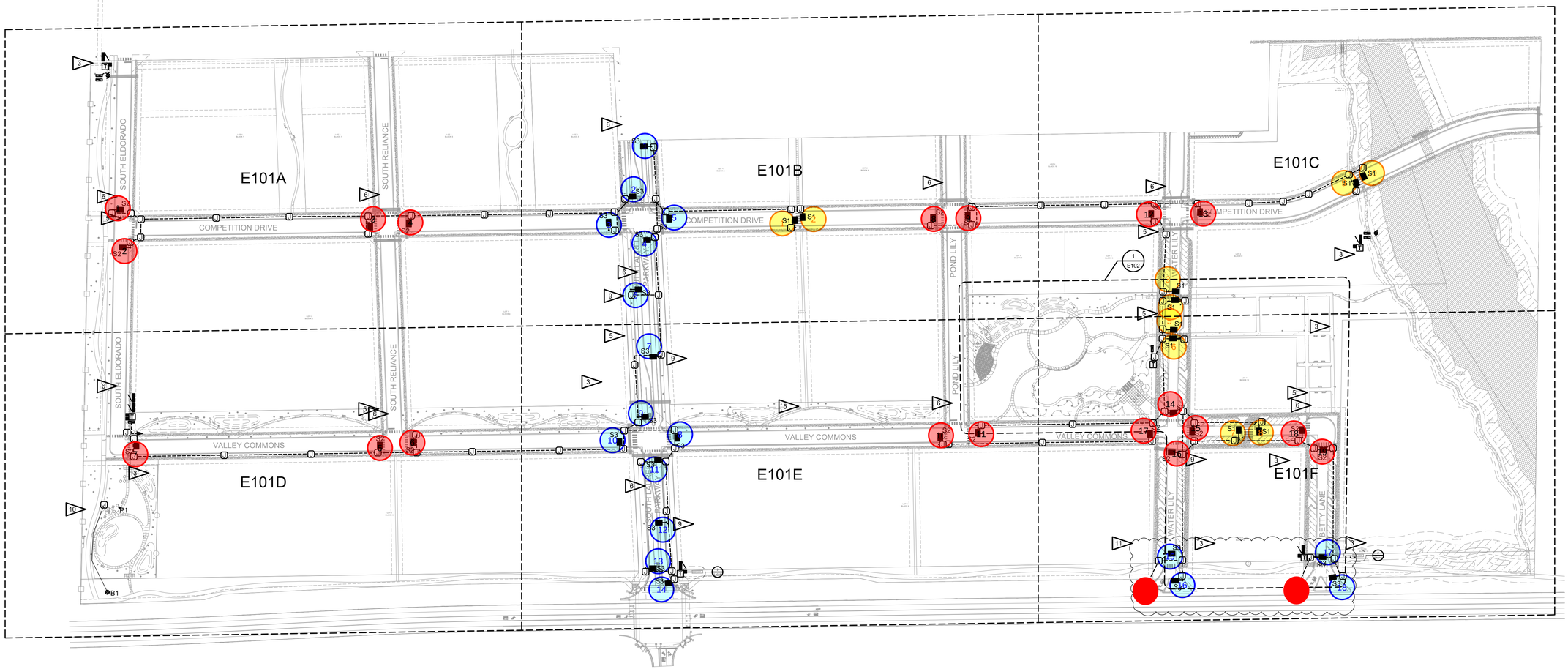
LEGEND

- SQUARE POLE MOUNTED FIXTURE, EXTERIOR
- SITE FIXTURE AS NOTED.
- T — LIGHTING CONTROL CENTER CABINET
- J — PULLBOX

LIGHT FIXTURE SCHEDULE

Type	Manufacturer	Catalog Number	Location	Type	Height	Lamp	Finish	Voltage	Wattage	NOTES
B1	DITHONIA	D3X3 LED12C350 SRM MS7 40K MVOLT SF PBD	SITE	ACV	60"	LED	BLACK	240	16	2
P1	SIGNIFY	MPTC-C-196L1150WW-G2-5-UNV-SRD-PH9-RCD7-SP2-BKTX	SITE	V	12'	LED	BLACK	240	50	5
	SIGNIFY	APR4U-12-GFI-BKTX		POLE			BLACK			
S1	LUMEC	DCS 35W36LED3K-T LE3F 240 HS SP2 DALI CDUNGS9 DBT 1A GN6TX 7-PIN	SITE	III	12'-0"	LED	FOREST GREEN	240	36	1,2,3,5
	LUMEC	SPR5-V-14-GN6TX		POLE			FOREST GREEN			1,2
S2	LUMEC	DMS55 35W32LED3K G3 ACDR LE3F 240 DALI PH9 RCD7 SP2 GN6TX	SITE	III	25'-0"	LED	FOREST GREEN	240	36	1,2,3,5
	LUMEC	SPR5-V-25-GN6TX		POLE			FOREST GREEN			1,2
S3	LUMEC	DMS55 55W32LED3K G3 ACDR LE3F 240 DALI PH9 RCD7 SP2 GN6TX	SITE	III	30'-0"	LED	FOREST GREEN	240	56	1,2,3,5
	LUMEC	SPR5-V-30-GN6TX		POLE			FOREST GREEN			1,2
S4	LUMEC	DMS55 72W32LED3K G3 ACDR LE3F 240 DALI PH9 RCD7 SP2 GN6TX	SITE	III	30'-0"	LED	FOREST GREEN	240	72	1,2,3,5
	LUMEC	SPR5-V-30-GN6TX		POLE			FOREST GREEN			1,2
E1	BOSSLENSE	FSSD-2-HTG-30-65-40-R-D	SITE	SIGNAGE		LED	BLACK	120	25	8

NOTES
1. PROVIDE POLE AND FIXTURE MOUNTING ARMS - COORDINATE ALL REQUIREMENTS AND SPECIFICATIONS PER SECTIONS XVI OF THE DESIGN STANDARDS AND SPECIFICATIONS POLICY - CITY OF BOZEMAN MT.
2. LUMINAIRE TO BE PROVIDED WITH 10 YEAR WARRANTY.
3. PROVIDE 7-PIN ANSI RECEPTACLE WITH SHORTING CAP.
4. PROVIDE DUAL HEAD WITH 180-DEGREE OFFSET (NOT USED)
5. PROVIDE WITH HOUSE SIDE SHIELD SEPARATE OF FIXTURE TO TURN OVER TO CITY OF BOZEMAN FOR FUTURE USE.
6. PROVIDE WITH FULL SNOOT LIGHT SHIELD AND 'PERMA POST' MOUNTING ACCESSORY. AIM FIXTURES TO PROVIDE EVEN LIGHTING ACROSS THE FACE OF THE SIGN WALL WHILE MINIMIZING LIGHT SPILL PAST EDGE



1 / E101 SITE LIGHTING PLAN OVERALL
SCALE: 1" = 120'-0"

BOZEMAN, MONTANA
OUTLAW PARTNERS, BIG SKY, MONTANA
URBAN + FARM MP - OVERALL

MONTANA JEFFREY LYNN HAIDLE No. 11581 PE LICENSED PROFESSIONAL ENGINEER

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CONSTRUCTION SET

8.21.2024
PROJECT #|OUTLAW_UFMP
DRAWN BY | FAULKNER
CHECKED BY | MORANVILLE
REVISIONS
1 - INFRA-RESUBMITTAL - 06-07-2024
2 - INFRA-RESUBMITTAL - 07-26-2024
3 - UTILITY COORD - 08-16-2024
4 - INFRA-RESUBMITTAL - 09-13-2024
5 - INFRA-RESUBMITTAL - 09-23-2024
6 - INFRA SUBMITTAL - 02-06-2025
7 - INFRA-RESUBMITTAL - 03-10-2025
8 - LTG SUBMITAL COORD - 04-01-2025
9 - INFRA-RESUBMITTAL - 05-16-2025
10 - MONUMENT SIGNAGE - 07-08-2025
11 - PARK POWER UPDATE - 11-11-2025

SITE LIGHTING PLAN OVERALL

E101

BOZEMAN MT

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 798 SOUTH RANGE CROSSING SUBDIVISION (SRX) - PHASE 4

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: Adopt Commission Resolution for the Creation of Special Improvement Lighting District 798 SOUTH RANGE CROSSING SUBDIVISION (SRX) - PHASE 4

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 April 21, 2026, adopt Commission Resolution No. 2026-XX Intent to Create Special Improvement Lighting District 798 SOUTH RANGE CROSSING SUBDIVISION (SRX) - PHASE 4 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 $184.69 per acre within the district or $548.64 annually for the entire district.

Attachments:
Resolution 2026-XX Creation of SILD 798.docx
EXHIBIT A.pdf

Report compiled on: April 9, 2026

RESOLUTION

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, RELATING TO LIGHTING DISTRICT NO. 798 (SOUTH RANGE CROSSING SUBDIVISION (SRX) - PHASE 4) CREATING THE DISTRICT FOR THE PURPOSE OF MAINTAINING LIGHTING IMPROVEMENTS AND ASSESSING THE COSTS OF MAINTENANCE AND ENERGY THEREFOR TO BENEFITTED 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

Passage of Resolution of Intention. This Commission, on April 21, 2026, adopted Resolution No 2026-XX (the "Resolution of Intention"), pursuant to which this Commission declared its intention to create a special lighting district, designated as Special Lighting District No. **798** (**SOUTH RANGE CROSSING SUBDIVISION (SRX) - PHASE 4)** of the City (the "District"), under Montana Code Annotated, Title 7, Chapter 12, Part 43, as amended (the "Act"), for the purpose of financing costs of certain local improvements described generally therein (the "Improvements") and paying costs incidental thereto, including costs associated with the creation and administration of the District.

Section 2

Notice and Public Hearing. Notice of passage of the Resolution of Intention was duly published,

posted and mailed in all respects in accordance with law, and on February 24, 2026, this Commission approved the creation of the district and the making of the Improvements. The meeting of this Commission at which this resolution was adopted is the first regular meeting of the Commission following the expiration of the period ended 15 days after the first date of publication of the notice of passage of the Resolution of Intention (the "Protest Period").

Section 3

Protests. Within the Protest Period, no protests were filed with the City Clerk.

Section 4

Creation of the District; Insufficiency of Protests. The district is hereby created on the terms and conditions set forth in and otherwise in accordance with, the Resolution of Intention. The findings and determinations made in the Resolution of Intention are hereby ratified and confirmed.

Section 5

Preparation and Levying of Assessments. It shall be the duty of the City Clerk to prepare all necessary schedules and resolutions for the levying of assessments in the district necessary to finance the Improvements and present such resolution to this Commission for adoption in conformance with Section 7-12-4328, M.C.A., on or before the first Monday in October.

The City Clerk is authorized to provide notice of the resolution of assessment and schedule a public hearing therefore in conformance with Sections 7-12-4329 and 7-12-4330, M.C.A., and upon final passage of such resolution deliver it to the City Treasurer.

Section 6

Lighting District Fund Established. There is hereby created a fund to be known as the Special Lighting District No. 798 Fund (the "Fund"). All money derived from the collection of the

assessments as provided in Section 5 herein and the Act shall be deposited in the Fund and used to pay costs of the Improvements.

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 May, 2026.

_____

JOEY MORRISON
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 2026-XX entitled: **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, RELATING TO LIGHTING DISTRICT 798 (SOUTH RANGE CROSSING SUBDIVISION (SRX) - PHASE 4); CREATING 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 at a meeting on May 19, 2026 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.

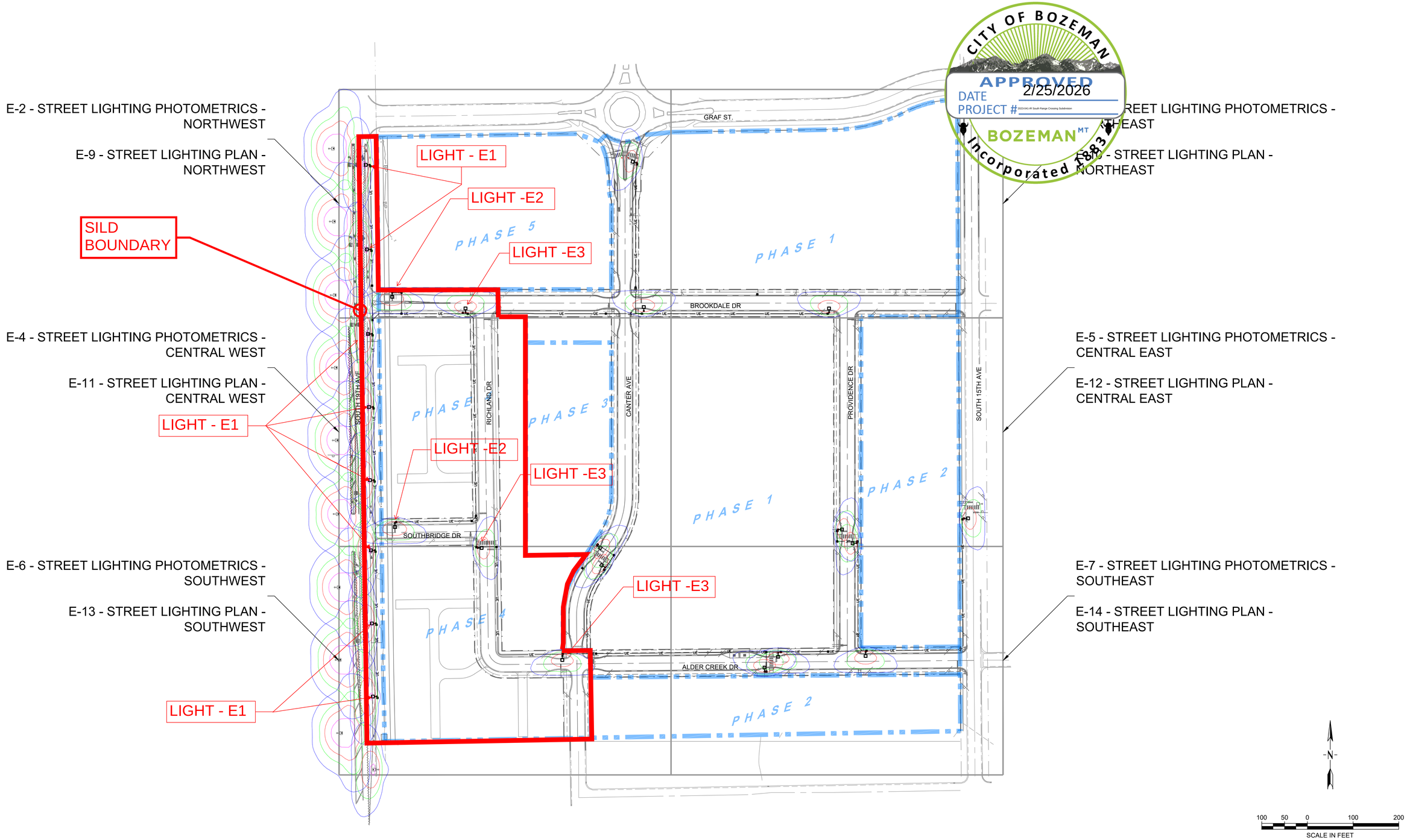
I further certify that, upon vote being taken on the Resolution at said meeting, the following Commissioners voted in favor thereof:_____ _____ ; voted against the same: _____; abstained from voting thereon: _____; or were absent:_____.

WITNESS my hand officially this 19th day of May 2026.

_____

MIKE MAAS

City Clerk



CITY OF BOZEMAN
APPROVED
DATE 2/25/2026
PROJECT # 2023-041-IR South Range Crossing Subdivision
BOZEMAN MT
Incorporated 1883

CONSTRUCTION DRAWINGS

FEBRUARY 2025

VERIFY SCALE AND COLOR!
THIS SHEET MAY BE REDUCED AND IS INTENDED TO BE IN COLOR. THE BAR BELOW WILL MEASURE ONE INCH AT ORIGINAL DESIGN SCALE AND RED, GREEN, AND BLUE WILL BE VISIBLE IF REPRODUCED CORRECTLY.
MODIFY SCALE ACCORDINGLY!

REVISIONS

NO.	DESCRIPTION	BY	DATE

PLOTTED BY:KARL SAND ON Feb/23/2026

Morrison Maierle
engineers ▪ surveyors ▪ planners ▪ scientists

2880 Technology Blvd West
Bozeman, MT 59718
406.587.0721
www.m-m.net

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MONTANA
RYAN P. MORRISON
LICENSED
PROFESSIONAL ENGINEER
2/23/2026

DRAWN BY: RSP
DSGN. BY: JLG
APPR. BY: RPM
DATE: 2/23/2026
Q.C. REVIEW
BY: ----
DATE: ----

SOUTH RANGE CROSSING SUBDIVISION
CIVIL INFRASTRUCTURE DESIGN
BOZEMAN MONTANA

ELECTRICAL SHEET INDEX

PROJECT NUMBER 5659.016
SHEET NUMBER 83
DRAWING NUMBER E-1

N:\5659\016 PROVIDENCE - SRX CONST DWG\ACAD\SHEETS\1_INFRASTRUCTURE\5-ELECTRICAL\5659.016_ELECTRICAL&LIGHTING.DWG

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Taylor Lonsdale, Transportation Engineer
Nicholas Ross, Director of Transportation and Engineering

SUBJECT: A Resolution Declaring the Intent of the Commission to Change the Name of Graf Street to East Graf Street for the segment of Graf Street east of Tracy Avenue

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: Consider the Motion: I move to approve a resolution Declaring the Intent of the Commission to change the name of Graf Street to East Graf Street for the segment of Graf Street east of Tracy Avenue.

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

BACKGROUND: City of Bozeman Resolution 3628 Adopting a Rule of Procedure for the Change of Name of Streets and the Discontinuance, Abandonment or Vacation of Streets or Alleys outlines the process for changing the name of a street.

The City of Bozeman received a petition from the South Meadow Condominium Owners Association, which includes 100 residential units, to change the name of Graf Street to East Graf Street. The requested street name change is for the segment of Graf Street east of Tracy Avenue.

In accordance with Resolution 3628 passed and adopted on September 22, 2003, the City Clerk placed the petition on the Consent Agenda on March 24, 2026, to acknowledge receipt and direct that the petition be forwarded to City staff for review.

Transportation and Engineering staff completed review of the street name change and recommend changing the name of Graf Street to East Graf Street, for the segment of Graf Street east of Tracy Avenue. The attached memo shall be considered the Engineering Staff Report as required by Resolution 3628.

The official street name on the recorded plats is Graf Street. However, in accordance with City Municode Section – 10.07.060.A (Numbering system described; base lines), all streets and avenues running north and south shall

be numbered from Main Street as a base or division line and shall be numbered north and south therefrom. All streets running east and west shall be numbered from Tracy Avenue as a base or division line and shall be numbered east and west therefrom. Therefore, all streets that cross the east-west zero baseline shall be designated with the appropriate east or west directional prefix. The east-west zero baseline is Tracy Avenue.

When Graf Street was originally platted, it was not anticipated that it would cross the terminus line of Tracy Avenue. However, with the recent growth the City has been experiencing, Graf Street has crossed Tracy Avenue and not correcting the street name will yield duplication of address numbers on Graf Street, west and east of Tracy Avenue, and cause impacts to services such as mail and emergency response. Therefore, it is recommended by City staff to change the name of Graf Street to East Graf Street, for the Graf Street segment east of Tracy Avenue.

The proposed motion "Declaring the Intent of the Commission to Change the Name of Graf Street to East Graf Street" is the next step in the City's street name change procedure in accordance with Resolution 3628, which directs the City Clerk to publish public notice of the proposed street name change as required in Montana Code Annotated. The public notice will identify that the regular session of the City Commission to be held at the Commission Meeting Room located at City Hall, 121 N. Rouse Avenue, Bozeman, Montana, on Tuesday, the 14th day of July, 2026, at 6:00 p.m. will serve as a hearing for all objections to changing the name of Graf Street to East Graf Street for the segment of Graf Street east of Tracy Avenue. Commission decision on the petition will be made at that time.

UNRESOLVED ISSUES: None.

ALTERNATIVES: Failure to approve will result in the denial of the petition prior to hearing and decision.

FISCAL EFFECTS: None.

Attachments:
Resolution __of__ Intent Graf Street to E Graf Street_Final.docx
Mailing List_Graf St to East Graf St.pdf
Graf St to East Graf Street Map Exhibit A_Final.pdf
Notice _of _Intent_Graf St to East Graf St_Final
Staff Report - Graf St to East Graf St

Report compiled on: May 13, 2026

RESOLUTION #2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CHANGE THE NAME OF GRAF STREET TO EAST GRAF STREET, FOR THE SEGMENT OF GRAF STREET EAST OF TRACY AVENUE, IN THE CITY OF BOZEMAN, MONTANA.

WHEREAS, changing the name of Graf Street will bring the street segment into compliance with City policy.

WHEREAS changing the name of Graf Street will provide continuity and consistency for emergency response agencies, public services, and residents.

WHEREAS, it appears to the City Commission, based on the staff report submitted, that the subject street name can be changed without detriment to the public interests; and

WHEREAS it appears to the City Commission to be in the best interests of the City of Bozeman, and the inhabitants therein, that said Graf Street be re-named to East Graf Street for the segment of Graf Street east of Tracy Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, to wit:

It is hereby declared to be the intention of the City Commission of the City of Bozeman, Montana, to change the name of Graf Street to East Graf Street for the segment of Graf Street east of Tracy Avenue, said street being located:

> In Sections 19 and 30, Township 2 South, Range 6 East, as shown on attached Exhibit A.

That the Clerk of the Commission of the City of Bozeman is hereby directed to publish notice in Bozeman Daily Chronicle per Section 7-1-4127, Montana Code Annotated, and mail notice to the affected property owners, which notice shall state the time and place at which objections will be heard.

On July 14, 2026, at 6:00 p.m., in the Commission Room of City Hall, 121 N Rouse Ave, Bozeman, Montana, the City Commission of the City of Bozeman will conduct a public hearing regarding the changing the name of Graf Street to East Graf Street for the segment of Graf Street east of Tracy Avenue. This is the time that the Commission will hear all objections to the re-naming of said street.

Written protests pertaining to the changing the name of Graf Street to East Graf Street may be filed by an owner of real property who would be affected by the change. Such protests must be delivered to the City Clerk at the City Hall, 121 N Rouse Ave, Ste 200, Bozeman, MT, not later than 5:00 p.m., MST, on Monday, July 6, 2026.

Further information regarding the proposed change, or other matters in respect thereof, may be obtained from the City Engineer, PO Box 1230, Bozeman, MT 59771, or by telephone at (406) 582-2280.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 2nd day of June 2026.

_____
Joey Morrison
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 #2026-XX entitled: "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CHANGE THE NAME GRAF STREET TO EAST GRAF STREET, FOR THE SEGMENT OF GRAF STREET EAST OF TRACY AVENUE IN THE CITY OF BOZEMAN, MONTANA." (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 at a meeting on June 2, 2026, 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 2nd day of June, 2026.

_____

MIKE MAAS
City Clerk

LOCATION	ZIP_CODE	LEGAL1	LEGAL2	OWNER_NAME	OWNER_ADDRESS_1	OWNER_ADDRESS_2	OWNER_CITY	OWNER_STATE	OWNER_ZIP_CODE
16 E GRAF ST	59715	GRAFS 3RD ADDITION	LOT 6-A BLOCK 5	MONTANA STATE UNIVERSITY	OFFICE OF FACILITY SERVICES	PO BOX 172760	BOZEMAN	MT	59717
20 E GRAF ST UNIT A	59715	PARK TRAILS CONDOS UNIT 20A	SPRING MEADOWS SUBDIVISION	BROCK, PAMELA S	20 GRAF ST UNIT A		BOZEMAN	MT	59715
20 E GRAF ST UNIT B	59715	PARK TRAILS CONDOS UNIT 20B	SPRING MEADOWS SUBDIVISION	KELLEY, JOSEPH	2777 KNIGHT ST		HELENA	MT	59601
22 E GRAF ST UNIT A	59715	PARK TRAILS CONDO UNIT 22A	SPRING MEADOWS SUBDIVISION	JOHNSON, ELIZABETH TRUSTEE	ELIAZABETH F JOHNSON TRUST	22 E GRAF ST UNIT A	BOZEMAN	MT	59715
22 E GRAF ST UNIT B	59715	PARK TRAILS CONDO UNIT 22B	SPRING MEADOWS SUBDIVISION	CLARK, STEVEN & RACHEL	22 E GRAF ST UNIT B		BOZEMAN	MT	59715
24 E GRAF ST UNIT A	59715	PARK TRAILS CONDOS UNIT 24A	SPRING MEADOWS SUBDIVISION	KIMBALL, KELLY	KELLY KIMBALL LVNG TRST	143 MATHEW BIRD CIR	BOZEMAN	MT	59715
24 E GRAF ST UNIT B	59715	PARK TRAILS CONDOS UNIT 24B	SPRING MEADOWS SUBDIVISION	DUGGER, SHARON	512 OXFORD DR		BOZEMAN	MT	59715
3150 E GRAF ST UNIT 1	59715	SPRING MEADOWS LOT 1 AMENDED	LOT 1 BLOCK 3 FOX HOLLOW	CAPE, DON K & DANIELLE W	CAPE FAMILY TRUST	4965 N RILEY ST	LAS VEGAS	NV	89149
3150 E GRAF ST UNIT 10	59715	FOX HOLLOW TOWNHOUSES UNIT 10	SPRING MEADOW SUBDIVISION	ROSS, BRYCE A	3150 E GRAF ST UNIT 10		BOZEMAN	MT	59715
3150 E GRAF ST UNIT 11	59715	FOX HOLLOW TOWNHOUSES UNIT 11	SPRING MEADOW SUBDIVISION	DONNELLY, DIANE L	3150 E GRAF ST UNIT 11		BOZEMAN	MT	59715
3150 E GRAF ST UNIT 12	59715	SPRING MEADOW SUBDIVISION	LOT 12 AMENDED LOT 1 BLOCK 3	MALY, STEPHEN & ALICE	3150 E GRAF ST UNIT 12		BOZEMAN	MT	59715
3150 E GRAF ST UNIT 2	59715	SPRING MEADOWS LOT 2 AMENDED	LOT 1 BLOCK 3 FOX HOLLOW	CARRAWAY, J CHRISTOPHER	SHARLEEN P CARRAWAY	418 W HARRISON ST	BOZEMAN	MT	59715
3150 E GRAF ST UNIT 3	59715	SPRING MEADOW LOT 3 AMENDED	LOT 1 BLOCK 3 FOX HOLLOW	WAGNER, MATTHEW J & TRICIA L	24 ANNETTE PARK DR		BOZEMAN	MT	59715
3150 E GRAF ST UNIT 4	59715	SPRING MEADOW LOT 4 AMENDED	LOT 1 BLOCK 3 FOX HOLLOW	PAUL, LYNN C	3150 E GRAF ST #4		BOZEMAN	MT	59715
3150 E GRAF ST UNIT 5	59715	SPRING MEADOW LOT 5 AMENDED	LOT 1 BLOCK 3 FOX HOLLOW	NORBY, RAYMOND & LOIS	603 LAKE ST UNIT 206		EXCELSIOR	MN	55331
3150 E GRAF ST UNIT 6	59715	SPRING MEADOW SUBDIVISION	LOT 6 AMENDED LOT 1 BLOCK 3	MOLL, BARBARA M	3150 E GRAF ST UNIT 6		BOZEMAN	MT	59715
3150 E GRAF ST UNIT 7	59715	SPRING MEADOW SUBDIVISION	LOT 7 AMENDED LOT 1 BLOCK 3	EWING, MICHAEL & BARBARA	3150 GRAF ST UNIT 7		BOZEMAN	MT	59715
3150 E GRAF ST UNIT 8	59715	SPRING MEADOW SUBDIVISION	LOT 8 AMENDED LOT 1 BLOCK 3	DIBERARDINIS, JAMES P & ANN S	3150 E GRAF ST #8		BOZEMAN	MT	59715
3150 E GRAF ST UNIT 9	59715	SPRING MEADOW SUBDIVISION	LOT 9 AMENDED LOT 2 BLOCK 3	HAMMOND, JERRY W & CONSTANCE L	3150 E GRAF ST UNIT 9		BOZEMAN	MT	59715
3175 E GRAF ST	59715	SPRING MEADOW SUBDIVISION	LOT 2 BLOCK 2	EMERICHIP	C/O EMERITUS CORP	6737 W WASHINGTON ST STE 2300	MILWAUKEE	WI	53214
3300 E GRAF ST UNIT 1	59715	SOUTH MEADOWS CONDO PHASE 1 N	UNIT 1	COFFEE, CAREN	600 S CUSTER AVE		MILES CITY	MT	59301
3300 E GRAF ST UNIT 10	59715	SOUTH MEADOWS CONDO PHASE 2	UNIT 10	POWELL, EUGENIA G	3300 E GRAF ST UNIT 10		BOZEMAN	MT	59718
3300 E GRAF ST UNIT 100	59715	SOUTH MEADOWS CONDO UNIT 100	<Null>	KANKRLIK, MARGARET L TRUSTEE	MARGARET L KANKRLIK MARITAL TR	3300 E GRAF ST #100	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 11	59715	SOUTH MEADOWS CONDO PHASE 2	UNIT 11	GILLAM, CON & DAPHNE	PO BOX 937		BOZEMAN	MT	59771
3300 E GRAF ST UNIT 12	59715	SOUTH MEADOWS CONDO PHASE 2	UNIT 12	PAWLAK, LOUANN MARIE	LOUANN MARIE PAWLAK REV LV TRS	3300 E GRAF ST UNIT 12	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 13	59715	SOUTH MEADOWS CONDO PHASE 2	UNIT 13	GIBSON, GENE L & DEBBIE S	3300 E GRAF ST #13		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 14	59715	SOUTH MEADOWS CONDO PHASE 2	UNIT 14	BUSH, JEFFREY B & KIRSTEN C	BUSH FAMILY TRUST	4 RIMROCK	IRVINE	CA	92603
3300 E GRAF ST UNIT 15	59715	SOUTH MEADOWS CONDO PHASE 2	UNIT 15	HALAT, MICHAEL J & BARBARA G	MJ HALAT & BG HALAT REV TRUST	3300 E GRAF ST UNIT 15	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 16	59715	SOUTH MEADOWS CONDO PHASE 2	UNIT 16	TURNER JR, JOSEPH J & CATHY C	516 BRENTBOOK LN		CLEMSON	SC	29631
3300 E GRAF ST UNIT 17	59715	SOUTH MEADOWS CONDO PHASE 3	UNIT 17	HOOVER, GAY	PO BOX 775		GALLATIN GATEWAY	MT	59730
3300 E GRAF ST UNIT 18	59715	SOUTH MEADOWS CONDO PHASE 3	UNIT 18	SIME FAMILY LLC	105 THREE FEATHERS TRAIL		BOZEMAN	MT	59718
3300 E GRAF ST UNIT 19	59715	SOUTH MEADOWS CONDO PHASE 3	UNIT 19	NELSON, ARLYSS H	16512 E DESMET CT UNIT 419		SPOKANE VALLEY	WA	99216
3300 E GRAF ST UNIT 2	59715	SOUTH MEADOWS CONDO PHASE 1	UNIT 2	LINGSCHEIT FAMILY PROPERTIES	PO BOX 16186		MISSOULA	MT	59808
3300 E GRAF ST UNIT 20	59715	SOUTH MEADOWS CONDO PHASE 3	UNIT 20	MEYERS III, CHARLES R	KATHRYN M MEYERS TRUSTEES	116 MOE'S RUN	KALISPELL	MT	59901
3300 E GRAF ST UNIT 21	59715	SOUTH MEADOWS CONDO PHASE 3	UNIT 21	DAVIES, JOAN	3300 E GRAF ST UNIT 21		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 22	59715	SOUTH MEADOWS CONDO PHASE 3	UNIT 22	DIFEDERICO, JULES & JONIE	3300 E GRAF ST #22		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 23	59715	SOUTH MEADOWS CONDO PHASE 4	UNIT 23	JACKSON, ANDREW K & BONNIE J	3300 E GRAF ST #23		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 24	59715	SOUTH MEADOWS CONDO PHASE 4	UNIT 24	CURTIS, FLORENCE GROTH	FLORENCE GROTH CURTIS REV TRST	3300 E GRAF ST UNIT 24	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 25	59715	SOUTH MEADOWS CONDO PHASE 4	UNIT 25	KENT, JOHN P & SUSAN M	3300 E GRAF ST UNIT 25		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 26	59715	SOUTH MEADOWS CONDO PHASE 4	UNIT 26	COLE, CATHERINE L & STEPHEN A	CL COLE & SA COLE REV TRUST	112 VILLAGE DOWNTOWN BLVD	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 27	59715	SOUTH MEADOWS CONDO PHASE 4	UNIT 27	FAGERBURG, CORINNE E	3300 E GRAF ST UNIT 27		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 28	59715	SOUTH MEADOWS CONDO PHASE 4	UNIT 28	OSTRUM, ROBERT W	3300 E GRAF ST UNIT 28		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 29	59715	SOUTH MEADOWS CONDO PHASE 5	UNIT 29	RINEHART, ELEANOR L	EL RINEHART REV LVG TRST	9304 THORPE RD	BOZEMAN	MT	59718
3300 E GRAF ST UNIT 3	59715	SOUTH MEADOWS CONDO PHASE 1	UNIT 3	ALEXANDER,HJ/SHELLEY TOUSSAINT	HELEN J ALEXANDER REV TRST 50%	746 MATHESON WAY	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 30	59715	SOUTH MEADOWS CONDO PHASE 5	UNIT 30	OLSON, PATRICIA	3300 E GRAFT ST UNIT 30		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 31	59715	SOUTH MEADOWS CONDO PHASE 5	UNIT 31	HUGHES, LAWRENCE W & LINDA S	3300 E GRAF ST UNIT 31		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 32	59715	SOUTH MEADOWS CONDO PHASE 5	UNIT 32	BARTLO, MARY M	& ROBERT G COOK	3300 E GRAF ST UNIT 32	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 33	59715	SOUTH MEADOWS CONDO PHASE 5	UNIT 33	DAY, RICHARD S & PATRICIA J	3111 LATROBE LN		KATY	TX	77450
3300 E GRAF ST UNIT 34	59715	SOUTH MEADOWS CONDO PHASE 5	UNIT 34	SHAW, JEAN PAUL	1201 HIGHLAND BLVD APT C205		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 35	59715	SOUTH MEADOWS CONDO PHASE 5	UNIT 35	MAXWELL, BRUCE D & ANN S	3300 E GRAF ST UNIT 35		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 36	59715	SOUTH MEADOWS CONDO PHASE 5	UNIT 36	JOHNSON, OSCAR W	3300 E GRAF ST UNIT 36		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 37	59715	SOUTH MEADOWS CONDO PHASE 6	UNIT 37	MILLER, C JEANNE	3300 E GRAF ST UNIT 37		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 38	59715	SOUTH MEADOWS CONDO PHASE 6	UNIT 38	QUINN JR, WILLIAM J &BARBARA J	WJ & BJ QUINN REV LVNG TRST	5100 S 19TH AVE	BOZEMAN	MT	59718
3300 E GRAF ST UNIT 39	59715	SOUTH MEADOWS CONDO PHASE 6	UNIT 39	ZIMBRIC, JAMES G & BARBARA J	3300 E GRAF ST UNIT 39		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 4	59715	SOUTH MEADOWS CONDO PHASE 1	UNIT 4	CIARI, KATE REGAN	KATE REGAN CIARI REV LVG TRUST	420 S TRACY AVE	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 40	59715	SOUTH MEADOWS CONDO PHASE 6	UNIT 40	RECTOR, DIANA LEE	3300 E GRAF ST UNIT 40		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 41	59715	SOUTH MEADOWS CONDO PHASE 6	UNIT 41	THIEDE, JOHN J & MARTHA E	3300 E GRAF ST #41		BOZEMAN	MT	59715

3300 E GRAF ST UNIT 42	59715	SOUTH MEADOWS CONDO PHASE 6	UNIT 42	WIEDER, JEFFREY A	JEFFREY A WIEDER LVNG TRST	41 ARROW TRL	BOZEMAN	MT	59718
3300 E GRAF ST UNIT 43	59715	SOUTH MEADOWS CONDO PHASE 6	UNIT 43	ANDERSON, WILLIAM G	KATHERINE L ANDERSON TRST	3300 E GRAF ST UNIT 43	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 44	59715	SOUTH MEADOWS CONDO PHASE 6	UNIT 44	HIRSCH, THOMAS S	3300 E GRAF ST UNIT 44		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 45	59715	SOUTH MEADOWS CONDO PHASE 6	UNIT 45	BURRELL, GRENDEL S	BURRELL FAMILY TRUST	3300 E GRAF ST UNIT 45	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 46	59715	SOUTH MEADOWS CONDO PHASE 7	UNIT 46	SVEEN, JEFFREY & MARCIA	3300 E GRAF ST UNIT 46		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 47	59715	SOUTH MEADOWS CONDO PHASE 7	UNIT 47	PATTERSON, JOHN S & JUDITH N	3300 E GRAF ST UNIT 47		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 48	59715	SOUTH MEADOWS CONDO PHASE 7	UNIT 48	SCHULZ, LEE A & MARY H	SHCULZ REV TRUST	3300 E GRAF ST UNIT 48	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 49	59715	SOUTH MEADOWS CONDO PHASE 7	UNIT 49	PERKINS, ROBERT & MARY	THE PERKINS FAMILY TRUST	3300 E GRAF ST UNIT 49	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 5	59715	SOUTH MEADOWS CONDO PHASE 1	UNIT 5	MURPHY JR, EDWARD F	3300 E GRAF ST UNIT 5		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 50	59715	SOUTH MEADOWS CONDO PHASE 7	UNIT 50	PAYES, HAGAI & MARGO	PAYES FAMILY TRUST	3300 E GRAF ST UNIT 50	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 51	59715	SOUTH MEADOWS CONDO PHASE 7	UNIT 51	KLUSMANN, DANIEL W & TERSESA D	3300 E GRAF ST UNIT 51		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 52	59715	SOUTH MEADOWS CONDO PHASE 8	UNIT 52	MACOMBER, GERALDINE	GERALDINE MACOMBER TRUST	3300 E GRAF ST UNIT 52	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 53	59715	SOUTH MEADOWS CONDO PHASE 8	UNIT 53	JULIAR, KRISTIN	3300 E GRAF ST UNIT 53		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 54	59715	SOUTH MEADOWS CONDO PHASE 8	UNIT 54	CHOATE, ROBIN	3300 E GRAF ST UNIT 54		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 55	59715	SOUTH MEADOWS CONDO PHASE 8	UNIT 55	UPMAN, CONNIE	771 LYTTON AVE		PALO ALTO	CA	94301
3300 E GRAF ST UNIT 56	59715	SOUTH MEADOWS CONDO PHASE 8	UNIT 56	TSIANG, JUDITH A	TSIANG FAMILY LVNG TRST	3300 E GRAF ST UNIT 56	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 57	59715	SOUTH MEADOWS CONDO PHASE 9	UNIT 57	MIILLER, JOHN & KATHRYN	3300 E GRAF ST UNIT 57		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 58	59715	SOUTH MEADOWS CONDO PHASE 9	UNIT 58	ALSPAUGH, FRANCIS A	& SHARLENE S	3300 E GRAF ST #58	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 59	59715	SOUTH MEADOWS CONDO PHASE 9	UNIT 59	BELLITT, DAVID & BARBARA	19231 N 88TH AVE		PEORIA	AZ	85382
3300 E GRAF ST UNIT 6	59715	SOUTH MEADOWS CONDO PHASE 1	UNIT 6	REDMOND, CYNTHIA A	CYNTHIA A REDMOND REV TRUST	3300 E GRAF ST #6	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 60	59715	SOUTH MEADOWS CONDO PHASE 9	UNIT 60	RESOP, PATRICK M & REBECCA J	PM & RJ RESOP LVNG TRST	3300 E GRAF ST UNIT 60	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 61	59715	SOUTH MEADOWS CONDO PHASE 9	UNIT 61	JOHNSON, WAYNE & JAYNE	REVOCABLE LIVING TRUST	3300 E GRAF ST UNIT 61	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 62	59715	SOUTH MEADOWS CONDO PHASE 9	UNIT 62	BREEDEN, WILLIAM P & PHYLLIS L	3300 E GRAF ST UNIT 62		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 63	59715	2OUTH MEADOWS CONDOS UNIT 63	<Null>	EGGERT, NORMAN H & JEANNE	EGGERT FAMILY TRUST	1201 HIGHLAND BLVD APT A102	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 64	59715	SOUTH MEADOWS CONDOS UNIT 64	<Null>	JUPITER 7 LLC	3935 E GRAF ST		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 65	59715	SOUTH MEADOWS CONDOS UNIT 65	<Null>	HOLM, ROGER D & PATRICIA H	HOLM REVOC TRST	3300 E GRAF ST UNIT 65	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 66	59715	SOUTH MEADOWS CONDOS UNIT 66	<Null>	PHILLIPS, CARIN W	3300 E GRAF ST UNIT 66		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 67	59715	SOUTH MEADOWS CONDOS UNIT 67	<Null>	DENECKE RANCH	19663 N COBBLESTONE CT		SURPRISE	AZ	85374
3300 E GRAF ST UNIT 68	59715	SOUTH MEADOWS CONDOS UNIT 68	<Null>	ANDERSON, MICHAEL W & ELLEN F	2632 CATRON ST UNIT 136		BOZEMAN	MT	59718
3300 E GRAF ST UNIT 69	59715	SOUTH MEADOWS CONDOS UNIT 69	<Null>	STUTSMAN, CYNTHIA HALSE	CYNTHIA HALSE STUTSMAN REV TRS	3300 E GRAF ST UNIT 69	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 7	59715	SOUTH MEADOWS CONDO PHASE 1	UNIT 7	WILSON, MARY M	MARY M WILSON REV TRST	3300 E GRAF ST UNIT 7	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 70	59715	SOUTH MEADOWS CONDOS UNIT 70	<Null>	CRAWFORD, HELENA M	TRUSTEE	PO BOX 3006	BOZEMAN	MT	59772
3300 E GRAF ST UNIT 71	59715	SOUTH MEADOWS CONDOS UNIT 71	<Null>	REIF, KERRY J	3300 E GRAF ST UNIT 71		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 72	59715	SOUTH MEADOWS CONDOS UNIT 72	<Null>	HANSEN, PETER D & MILDRED E	THE HANSEN FAMILY TRUST	121 CONVERSE RD	MARION	MA	2738
3300 E GRAF ST UNIT 73	59715	SOUTH MEADOWS CONDOS UNIT 73	<Null>	SEBENA, LISA	WILLIAM BRIAN LAMERES	3300 E GRAF ST UNIT 73	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 74	59715	SOUTH MEADOWS CONDOS UNIT 74	<Null>	BJORK, JANET	3300 E GRAF ST UNIT 74		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 75	59715	SOUTH MEADOWS CONDOS UNIT 75	<Null>	HEIMANN, VIRGINIA L	HEIMANN FAMILY REV TRST	3300 E GRAF ST UNIT 75	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 76	59715	SOUTH MEADOWS CONDOS UNIT 76	<Null>	FEERE, DAVID G & VIRGINIA	3300 E GRAF ST UNIT 76		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 77	59715	SOUTH MEADOWS CONDOS UNIT 77	<Null>	MCCLELLAN, ALAN JOHN	JEAN C PFAU MCCLELLAN TRSTEES	3300 E GRAF ST UNIT 77	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 78	59715	SOUTH MEADOWS CONDOS UNIT 78	<Null>	HATHAWAY, HENRY D & MARION E	3300 E GRAF ST UNIT 78		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 79	59715	SOUTH MEADOWS CONDOS UNIT 79	<Null>	LIPSEY, JASON J & ROZLEN S	3300 E GRAF ST UNIT 79		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 8	59715	SOUTH MEADOWS CONDO PHASE 1	UNIT 8	GOODWIN, CONSTATNCE J	W & C GOODWIN TRUST	1995 BEAR CANYON RD	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 80	59715	SOUTH MEADOWS CONDOS UNIT 80	<Null>	SEBENA, LISA A	WILLIAM BRIAN LAMERES	PO BOX 6531	BOZEMAN	MT	59771
3300 E GRAF ST UNIT 81	59715	SOUTH MEADOWS CONDOS UNIT 81	<Null>	HALSE, PATRICIA N	HALSE FAMILY TRUST	3300 E GRAF ST UNIT 81	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 82	59715	SOUTH MEADOWS CONDOS UNIT 82	<Null>	MOHR, STEWART & GERALDINE	3300 E GRAF ST UNIT 82		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 83	59715	SOUTH MEADOWS CONDOS UNIT 83	<Null>	MURPHREY, DONNA G	DONNA G PURPHREY LVNG TRST	3300 E GRAF ST #83	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 84	59715	SOUTH MEADOWS CONDOS UNIT 84	<Null>	BARTEL, LARRY & KIMBERLY	550 ORCHESTRA DR		COLORADO SPRINGS	CO	80906
3300 E GRAF ST UNIT 85	59715	SOUTH MEADOWS CONDOS UNIT 85	<Null>	DUNNAM, MICHAEL & ANNE	3300 E GRAF ST UNIT 85		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 86	59715	SOUTH MEADOWS CONDOS UNIT 86	<Null>	WAMBOLT, CARL L & LOIS	3300 E GRAF ST #86		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 87	59715	SOUTH MEADOWS CONDO UNIT 87	<Null>	SMITH, ROBERT PARNELL	ROBERT PARNELL SMITH TRST	3300 E GRAF ST UNIT 87	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 88	59715	SOUTH MEADOWS CONDO UNIT 88	<Null>	3300 GRAF ST UN 88 LAND TRST	1301 E DOUGLAS RD		MISHAWAKA	IN	46545
3300 E GRAF ST UNIT 89	59715	SOUTH MEADOWS CONDO UNIT 89	<Null>	NEWBLOM, LEONARD A & LINDA L	NEWBLOM REVOCABLE TRUST	3300 E GRAF ST UNIT 89	BOZEMAN	MT	59718
3300 E GRAF ST UNIT 9	59715	SOUTH MEADOWS CONDO PHASE 2	UNIT 9	KELLEY, JOSEPH	2777 KNIGHT ST		HELENA	MT	59601
3300 E GRAF ST UNIT 90	59715	SOUTH MEADOWS CONDO UNIT 90	<Null>	ALLEN, DENNIS C	3300 E GRAF ST UNIT 90		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 91	59715	SOUTH MEADOWS CONDO UNIT 91	<Null>	GERDES, STEPHEN K & LINDA K	3300 E GRAF ST UNIT 91		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 92	59715	SOUTH MEADOWS CONDO UNIT 92	<Null>	SMITH, MICHAEL R & CHERYL D	3300 E GRAF ST UNIT 92		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 93	59715	SOUTH MEADOWS CONDO UNIT 93	<Null>	HANSEN, DENNIS K & EILEEN G	3300 E GRAF ST UNIT 93		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 94	59715	SOUTH MEADOWS CONDO UNIT 94	<Null>	GILLETTE, RICHARD M	& SUSAN M HINKINS	3300 E GRAF ST UNIT 94	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 95	59715	SOUTH MEADOWS CONDO UNIT 95	<Null>	PRESCOTT, DENISE G	DENISE G PRESCOTT LIVING TRUST	3300 E GRAF ST #95	BOZEMAN	MT	59715

3300 E GRAF ST UNIT 96	59715	SOUTH MEADOWS CONDO UNIT 96	<Null>	WM E BENNET & MARGO BENNETT	REV LIVING TRUST	3300 E GRAF ST UNIT 96	BOZEMAN	MT	59715
3300 E GRAF ST UNIT 97	59715	SOUTH MEADOWS CONDO UNIT 97	<Null>	PRESNELL, GLENN F & LYNN K	3300 E GRAF ST UNIT 97		BOZEMAN	MT	59715
3300 E GRAF ST UNIT 98	59715	SOUTH MEADOWS CONDO UNIT 98	<Null>	HURLBURT, THOMAS H & NANCY	31596 S FLAT ROCK DR		ORACLE	AZ	85623
3300 E GRAF ST UNIT 99	59715	SOUTH MEADOWS CONDO UNIT 99	<Null>	STRONG, KEITH	PO BOX 1247		BOZEMAN	MT	59771
3440 E GRAF ST	59715	WEST MEADOWS SUBDIVISION	PHASE 1 OPEN SPACE A	WEST MEADOW OWNERS ASSOCIATION	288 W HALEY SPRINGS RD #2B		BOZEMAN	MT	59718
3650 E GRAF ST	59715	WEST MEADOWS SUBDIVISION	PHASE 1 LOT 4 OPEN SPACE B AS	WEST MEADOW OWNERS ASSOCIATION	288 W HALEY SPRINGS RD #2B		BOZEMAN	MT	59718
3850 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 2B LOT 94	GARTON, CHRISTINA B	MARK W CAMPBELL	3850 E GRAF ST	BOZEMAN	MT	59715
3910 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 2B LOT 93	MORAN, BURKE & MELISSA	3910 E GRAF ST		BOZEMAN	MT	59715
3920 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 2 B LOT 92	ROGERS II, JOHN FRANCIS	SHAINA ROGERS	2014 COMMONWEALTH ST	BOZEMAN	MT	59718
3935 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 2B LOT 127	LEWIS, CHARLES B	& SYLVIE K KERN	3935 E GRAF ST	BOZEMAN	MT	59715
3940 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 2B LOT 91	BISCHKE, SCOTT D &	3940 GRAF ST		BOZEMAN	MT	59715
4010 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 2B LOT 90	DORSCH, STEVEN & CANDIS	4010 GRAF ST		BOZEMAN	MT	59718
4015 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 2B LOT 128	ANTHONY, LARRY D	4015 E GRAF ST		BOZEMAN	MT	59715
4020 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 2B LOT 89	CARLISLE, JONATHAN D	& MARY S HUBBARD	4020 E GRAF ST	BOZEMAN	MT	59715
4035 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 2B LOT 129	FABOSHKRI LLC	PO BOX 5005		BOZEMAN	MT	59717
4040 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 2B LOT 88	BEAUVAIS, PASCAL & BETSY	4040 E GRAF ST		BOZEMAN	MT	59715
4055 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 2B LOT 130	RTT BULD LLC	79 MYERS LN		BOZEMAN	MT	59715
4112 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 2B LOT 87	SPENCER, MARK & CATHERINE	4112 GRAF ST		BOZEMAN	MT	59715
4122 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 2B LOT 86	CULVER, WILLIAM E & SHARON A	4122 E GRAF ST		BOZEMAN	MT	59715
4144 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 2B LOT 85	ROSSO, BRENT D &	REBEKAH J VANWIEREN	4144 E GRAF ST	BOZEMAN	MT	59715
4160 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 2B LOT 84	TREBESCH,LANCE/BARB DAHLGREN	LL TREBESCH/BA DAHLGREN LV TRT	4160 GRAF ST	BOZEMAN	MT	59715
4211 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 40	CAREY, MICHAEL L & KATHY J	4211 GRAF ST		BOZEMAN	MT	59715
4214 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 61	FORSTER, DANELLE	4214 E GRAF ST		BOZEMAN	MT	59715
4230 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 60	WERNER, BENJAMIN & CATHERINE	4230 E GRAF ST		BOZEMAN	MT	59715
4235 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 41	BECK, KEN A & LAUREN	KEN & LAUREN BACK FAMILY TRST	4235 E GRAF ST	BOZEMAN	MT	59715
4304 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 59	BLACK, STEPHEN L & LINDA	4304 E GRAF ST		BOZEMAN	MT	59715
4314 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 58	WALLER, SALLIE	1449 KENYON DR		BOZEMAN	MT	59715
4321 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 42	GUILBERT, MICHAEL JAMES	& SUSAN R	4321 E GRAF ST	BOZEMAN	MT	59715
4324 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 57	O'GROSKY, BRADLEY R	& DEE A DUNN	4324 E GRAF ST	BOZEMAN	MT	59715
4333 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 43	FISK, REBECCA A & PAUL S	4333 E GRAF ST		BOZEMAN	MT	59715
4336 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 56	PEARSON, KEVIN M & SHERRI D	PEARSON REVOCABLE TRUST	4336 E GRAF ST	BOZEMAN	MT	59715
4408 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 55	MAHAN, MATHEW & ROSE	4408 GRAF ST		BOZEMAN	MT	59715
4418 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 54	BACHMAN JR, ROBERT L & KENDELL	4418 E GRAF ST		BOZEMAN	MT	59715
4423 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 44	REINHARDT, BRENTON E	TANYA I CASEY	4423 E GRAF ST	BOZEMAN	MT	59715
4428 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 53	GARSON, MATTHEW & KIMBERLY	4428 GRAF ST		BOZEMAN	MT	59715
4431 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 45	GOUVEIA, MARK	4431 GRAF ST		BOZEMAN	MT	59715
4501 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 46	QUINN, MARK T & DEBRA R	4501 E GRAF ST		BOZEMAN	MT	59715
4502 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 52	MAIXNER, ANDREW H & JENNIFER A	4502 E GRAF ST		BOZEMAN	MT	59715
4507 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 47	NOACK, KENNETH K	4507 GRAF ST		BOZEMAN	MT	59715
4512 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 51	VANDERWENDE, EWOUT & BARBARA	4512 GRAF ST		BOZEMAN	MT	59715
4515 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 48	ARMENTA, OLIVIA	4515 E GRAF ST		BOZEMAN	MT	59715
4522 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 50	ROSE, BRIAN G & JULIA C	4522 E GRAF ST		BOZEMAN	MT	59715
4527 E GRAF ST	59715	SUNDANCE SPRINGS SUBDIVISION	PHASE 1A LOT 49	PECK, PETE & SHERYL R	4527 E GRAF ST		BOZEMAN	MT	59715

Exhibit A: Proposed East Graf Street

BOZEMAN MT
Transportation & Engineering Division

0 0.25 0.5 Miles

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This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

NOTICE OF PASSAGE OF RESOLUTION OF INTENTION
TO CHANGE THE NAME OF GRAF STREET (EAST OF TRACY AVE) TO EAST GRAF STREET IN THE CITY OF BOZEMAN, MONTANA.

NOTICE IS HEREBY GIVEN that on June 2, 2026, the City Commission (the "Commission") of the City of Bozeman, Montana (the "City"), adopted Resolution #2026-XX, a Resolution of Intention to change the street name of Graf Street (east of Tracy Avenue) to East Graf Street. You are receiving this notice because you are considered an owner of real property within the area affected by the street name change.

NOTICE IS FURTHER GIVEN that a complete copy of said Resolution #2026-XX is on file in the office of the City Clerk, 121 N Rouse Ave., Ste 200, Bozeman, Montana, and is subject to inspection of all persons interested. The Resolutions and accompanying exhibits may be also viewed on the City's website at http://www.bozemanmt.gov/.

On July 14, 2026, at 6:00 p.m., in the Commission Room of City Hall, 121 North Rouse Avenue, Bozeman, Montana, the City Commission will conduct a public hearing regarding adoption of resolution to change the name of Graf Street (east of Tracy Avenue) to East Graf Street and pass upon all written protests regarding the renaming.

Written protests pertaining to the changing the name of Graf Street (east of Tracy Avenue) to East Graf Street may be filed by an owner of real property whose property in the area to be affected by the street name change. Such protests must be delivered to the City Clerk at the City Hall, 121 North Rouse Avenue, Suite 200, Bozeman, Montana not later than 5:00 p.m., MST., on Monday, July 6, 2026.

Further information regarding the proposed change or other matters in respect thereof may be obtained from the City Engineer, PO Box 1230, Bozeman, Montana, 59771 or by telephone at (406) 582-2280.

NOTICE OF INTENT TO CHANGE THE NAME OF GRAF STREET (EAST OF TRACY AVE) TO EAST GRAF STREET IN THE CITY OF BOZEMAN, MONTANA.

NOTICE IS HEREBY GIVEN that, at its regular meeting held on June 2, 2026, the City Commission of the City of Bozeman, Montana, duly and regularly passed and adopted Commission Resolution #2026-___, entitled:

COMMISSION RESOLUTION #2026-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CHANGE THE NAME OF GRAF STREET (EAST OF TRACY AVE) TO EAST GRAF STREET, FOR THE SEGMENT OF GRAF STREET EAST OF TRACY AVENUE, IN THE CITY OF BOZEMAN, MONTANA.

NOTICE IS HEREBY FURTHER GIVEN that Tuesday, the 14th day of July 2026, at 6:00 p.m. in the Commission Meeting Room, City Hall, 35 N. Rouse Avenue, Bozeman, Montana, is designated as the time and place to hear objections to the renaming of the street, more particularly described in the Resolution of Intent, and is the time and place for any person affected by the proposed renaming to appear and object, if they wish to do so.

DATED this 2nd day of June 2026.

_____
MIKE MAAS
City Clerk

Legal Ad

Publish: June 6, 2026, and June 13, 2026

DEPARTMENT OF TRANSPORTATION AND ENGINEERING STAFF REPORT

Proposal to change the street name of "Graf Street" to "East Graf Street" for the segment of Graf Street east of Tracy Avenue.

Background

The City of Bozeman received a petition from the South Meadow Condominium Owners Association, which includes 100 residential units, to change the name of Graf Street to East Graf Street. The requested street name change is for the segment of Graf Street east of Tracy Avenue.

The official street name on the recorded plats is Graf Street. However, in accordance with City Municode Section – 10.07.060.A (Numbering system described; base lines), all streets and avenues running north and south shall be numbered from Main Street as a base or division line and shall be numbered north and south therefrom. All streets running east and west shall be numbered from Tracy Avenue as a base or division line and shall be numbered east and west therefrom. Therefore, all streets that cross the east-west zero baseline shall be designated with the appropriate east or west directional prefix. The east-west zero baseline is Tracy Avenue.

When Graf Street was originally platted, it was not anticipated that it would cross the terminus line of Tracy Avenue. However, with the recent growth the City has been experiencing, Graf Street has crossed Tracy Avenue and not correcting the street name will yield duplication of address numbers on Graf Street, west and east of Tracy Avenue, and cause impacts to services such as mail and emergency response. Therefore, it is recommended by City staff to change the name of Graf Street to East Graf Street, for the Graf Street segment east of Tracy Avenue.

Impact on adjacent properties

At present, there are currently 160 addresses that would be directly impacted by the proposed name change; 100 of these addresses requested the street name change through a petition from the South Meadow Condominium Owners Association. The cost of changing the addresses for these properties is expected to be minimal, and the responsibility for covering this cost would fall to the respective property owners. The responsibility for installation of new street signs and all costs associated with new street signs, including installation and future maintenance, will be the responsibility of the City.

Impact on Traffic & Accessibility

The proposed name change will not impact the accessibility of the City's street network. There are no known changes to the adjacent properties and no traffic impact is anticipated with the name change. The road's function and the flow of traffic will remain unaffected by the name change.

Impact on Fire, Police, and Other Emergency Services

If the proposed name change is approved, the City Engineering Department will notify emergency services to ensure they are aware of the update. Additionally, the City's Geographic Information System Department will update both online and hard copy maps to reflect the change. The proposed street name change will implement a correction that will assist in providing navigation continuity for police, fire, and other emergency services.

Impact on Garbage Collection and Maintenance

If the proposed name change is approved, the City Engineering Department will notify the Solid Waste Department of the update. However, the impact on the City's Solid Waste Department is expected to be negligible, as the change involves only a small number of properties and will not significantly affect their operations.

Impact on Private & Public Utilities

The proposed street name change will have no impact on private or public utilities.

Public Comment

No objections or public comment was received prior to the preparation of this report.

Alternative Considerations

The street name could be left as "Graf Street." The street would continue to function as is with no changes to addresses. However, not correcting the street name will yield duplication of address numbers on Graf Street, west and east of Tracy Avenue, and cause impacts to services such as mail and emergency response.

Recommendation

Changing the name “Graf Street” to “East Graf Street” can be done without detriment to the public interest.

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Taylor Lonsdale, Transportation Engineer
Nicholas Ross, Director of Transportation and Engineering

SUBJECT: A Resolution Declaring the Intent of the Commission to Change the Name of Thomas Drive to North 27th Avenue

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: Consider the Motion: I move to approve a resolution Declaring the Intent of the Commission to change the name of Thomas Drive to North 27th Avenue.

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

BACKGROUND: City of Bozeman Resolution 3628 Adopting a Rule of Procedure for the Change of Name of Streets and the Discontinuance, Abandonment or Vacation of Streets or Alleys outlines the process for changing the name of a street.

In accordance with Resolution 3628, the Department of Transportation and Engineering submitted a petition to change the name of Thomas Drive to North 27th Avenue, which was acknowledged by City Commission via Consent Agenda on April 7, 2026, and forwarded to City staff for review.

Transportation and Engineering staff completed review of the street name change and recommend changing the name of Thomas Drive to North 27th Avenue. The attached memo shall be considered the Engineering Staff Report as required by Resolution 3628.

Thomas Drive is a dead-end north-south local street segment. The south end of Thomas Drive connects to North 27th Avenue at Baxter Lane. To the north Thomas Drive aligns with the intersection of North 27th Avenue and Cattail Street. North 27th Avenue exists north and south of Thomas Drive.

North 27th Avenue is identified as a Collector Street in the City's Transportation Master Plan because North 27th Avenue serves to connect neighborhoods and collect traffic from local streets. Over the last decade, several Gallatin County inholding parcels along Thomas Drive have annexed into the City. Through the City's Capital Improvement Program, the City plans to reconstruct Thomas Drive to meet the City's collector street

standard. Specifically, the City's capital improvement Project SIF 152 – N 27th Avenue: Baxter Lane to Cattail Street, which started construction on May 11, 2026, and will include a traffic signal at Baxter Lane and a roundabout at Cattail Street.

It is City policy for all new streets to assume the name of the street with which it aligns unless the street does not and cannot in the future connect to an existing street segment along the alignment. Changing the name of Thomas Drive will bring the street segment into compliance with City policy. Additionally, changing the name of Thomas Drive will provide continuity and consistency for emergency response agencies and residents.

The proposed motion "Declaring the Intent of the Commission to Change the Name of Thomas Drive to North 27th Avenue" is the next step in the City's street name change procedure in accordance with Resolution 3628, which directs the City Clerk to publish public notice of the proposed street name change as required in Montana Code Annotated. The public notice will identify that the regular session of the City Commission to be held at the Commission Meeting Room located at City Hall, 121 N. Rouse Avenue, Bozeman, Montana, on Tuesday, the 14th day of July, 2026, at 6:00 p.m. will serve as a hearing for all objections to changing the name of Thomas Drive to North 27th Avenue. Commission decision on the petition will be made at that time.

UNRESOLVED ISSUES: None.

ALTERNATIVES: Failure to approve will result in the denial of the petition prior to hearing and decision.

FISCAL EFFECTS: None; expenses already accounted for in the City's capital improvement Project SIF 152 – N 27th Avenue: Baxter Lane to Cattail Street.

Attachments:
Resolution __of__ Intent Thomas Drive to N 27th Ave.docx
Notice_of_Intent-Thomas Dr to Norht 27th Ave_Final.docx
Mailing List_Thomas Dr to N 27th Ave.pdf
Thomas Drive to N 27th Ave Exhibit A
Staff Report - Thomas Dr to North 27th Ave

Report compiled on: May 13, 2026

RESOLUTION #2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CHANGE THE NAME OF THOMAS DRIVE TO NORTH 27TH AVENUE IN THE CITY OF BOZEMAN, MONTANA.

WHEREAS it is City policy for all new streets to assume the name of the street with which it aligns unless the street does not and cannot in the future connect to an existing street segment along the alignment.

WHEREAS changing the name of Thomas Drive will bring the street segment into compliance with City policy.

WHEREAS changing the name of Thomas Drive will provide continuity and consistency for emergency response agencies, public services, and residents.

WHEREAS, it appears to the City Commission, based on the staff report submitted, that the subject street name can be changed without detriment to the public interests; and

WHEREAS it appears to the City Commission to be in the best interests of the City of Bozeman, and the inhabitants therein, that said Thomas Drive be changed to North 27th Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, to wit:

It is hereby declared to be the intention of the City Commission of the City of Bozeman, Montana, to change Thomas Drive to North 27th Avenue, said street being located:

> Along the west side of Lot 3 Remainder of Minor Subdivision 210, between Cattail Street and Baxter Lane, in Section 35, Township 1 South, Range 5 East, as shown on attached Exhibit A.

That the Clerk of the Commission of the City of Bozeman is hereby directed to publish notice in Bozeman Daily Chronicle per Section 7-1-4127, Montana Code Annotated, and mail notice to the affected property owners, which notice shall state the time and place at which objections will be heard.

On July 14, 2026, at 6:00 p.m., in the Commission Room of City Hall, 121 N Rouse Ave, Bozeman, Montana, the City Commission of the City of Bozeman will conduct a public hearing regarding changing the name of Thomas Drive to North 27th Avenue. This is the time that the Commission will hear all objections to the re-naming of said street.

Written protests pertaining to the renaming of Thomas Drive to North 27th Avenue may be filed by an owner of real property who would be affected by the change. Such protests must be delivered to the City Clerk at the City Hall, 121 N Rouse Ave, Ste 200, Bozeman, MT not later than 5:00 p.m., MST., on Monday, July 6, 2026.

Further information regarding the proposed change, or other matters in respect thereof, may be obtained from the City Engineer, PO Box 1230, Bozeman, MT 59771, or by telephone at (406)582-2280.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 2nd day of June 2026.

_____
JOEY MORRISON
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 #2026-XX entitled: "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CHANGE THE NAME OF THOMAS DRIVE TO NORTH 27TH AVENUE IN THE CITY OF BOZEMAN, MONTANA." (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 at a meeting on June 2, 2026, 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 2nd day of June, 2026.

_____

MIKE MAAS
City Clerk

NOTICE OF PASSAGE OF RESOLUTION OF INTENTION
TO CHANGE THE NAME OF THOMAS DRIVE TO NORTH 27th AVENUE IN THE CITY OF BOZEMAN, MONTANA.

NOTICE IS HEREBY GIVEN that on June 2, 2026, the City Commission (the "Commission") of the City of Bozeman, Montana (the "City"), adopted Resolution #2026-XX, a Resolution of Intention to change the street name of Thomas Drive to North 27th Avenue. You are receiving this notice because you are considered an owner of real property within the area affected by the street name change.

NOTICE IS FURTHER GIVEN that a complete copy of said Resolution #2026-XX is on file in the office of the City Clerk, 121 N Rouse Ave., Ste 200, Bozeman, Montana, and is subject to inspection of all persons interested. The Resolutions and accompanying exhibits may be also viewed on the City's website at http://www.bozemanmt.gov/. .

On July 14, 2026, at 6:00 p.m., in the Commission Room of City Hall, 121 North Rouse Avenue, Bozeman, Montana, the City Commission will conduct a public hearing regarding adoption of Resolution renaming Thomas Drive to North 27th Avenue and pass upon all written protests regarding the renaming.

Written protests regarding the changing the name of Thomas Drive to North 27th Avenue may be filed by an owner of real property whose property in the area to be affected by the street name change. Such protests must be delivered to the City Clerk at the City Hall, 121 North Rouse Avenue, Suite 200, Bozeman, Montana not later than 5:00 p.m., MST., on Monday, July 6, 2026.

Further information regarding the proposed change or other matters in respect thereof may be obtained from the City Engineer, PO Box 1230, Bozeman, Montana, 59771 or by telephone at (406) 582-2280.

NOTICE OF INTENT TO CHANGE THE NAME
OF THOMAS DRIVE TO NORTH 27th AVENUE IN THE CITY OF BOZEMAN, MONTANA.

NOTICE IS HEREBY GIVEN that, at its regular meeting held on June 2, 2026, the City Commission of the City of Bozeman, Montana, duly and regularly passed and adopted Commission Resolution #2026-___, entitled:

COMMISSION RESOLUTION #2026-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CHANGE THE NAME OF THOMAS DRIVE TO NORTH 27TH AVENUE IN THE CITY OF BOZEMAN, MONTANA.

NOTICE IS HEREBY FURTHER GIVEN that Tuesday, the 14th day of July 2026, at 6:00 p.m. in the Commission Meeting Room, City Hall, 35 N. Rouse Avenue, Bozeman, Montana, is designated as the time and place to hear objections to the renaming of the street, more particularly described in the Resolution of Intention, and is the time and place for any person affected by the proposed renaming to appear and object, if they wish to do so.

DATED this 2nd day of June 2026.

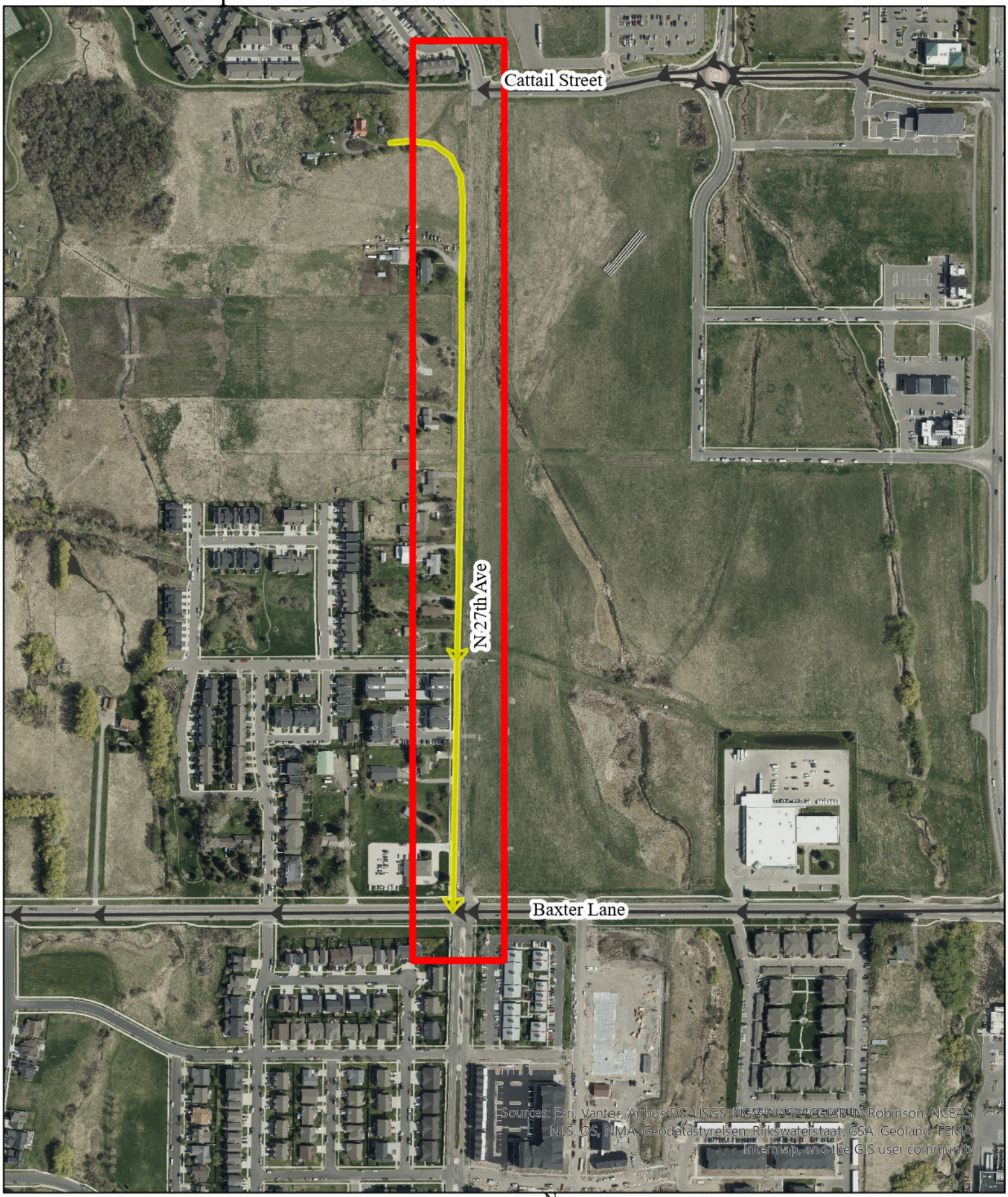
_____
MIKE MAAS
City Clerk

Legal Ad

Publish: June 6, 2026, and June 13, 2026

LOCATION	ZIP_CODE	LEGAL1	LEGAL2	OWNER_NAME	OWNER_ADDRESS_1	OWNER_ADDRESS_2	OWNER_CITY	OWNER_STATE	OWNER_ZIP_CODE
1367 THOMAS DR	59718	KINGDOM HALL ANNEXATION	2.574 ACRES TRACT 3 IN THE	BOZEMAN CNGRGTN OF JEHOVA WTNS	C/O JASON ROBERTS	607 N WILLSON AVE	BOZEMAN	MT	59715
1317 THOMAS DR	59718	BAXTER LANE SUB LOT 7		BURDEN, BRENDA	1317 THOMAS DR		BOZEMAN	MT	59718
1143 THOMAS DR	59718	DAVENPORT ANNEXATION TRACT A	4.121 ACRES	FIVEFOLD HOLDINGS LLC	220 NEWPORT CENTER DR		NEWPORT BEACH	CA	92660
1242 THOMAS DR	59718	BAXTER LANE SUB LOT 4		ABS LLC	389 S FERGUSON AVE		BOZEMAN	MT	59718
1067 THOMAS DR	59718	DAVENPORT ANNEXATION	10.00 ACRES	O'REILLY PARTNERSHIP LLC	PO BOX 11145		BOZEMAN	MT	59719
1109 THOMAS DR	59718	DAVENPORT ANNEXATION TRACT B	4.121 ACRES	FIVEFOLD HOLDINGS LLC	220 NEWPORT CENTER DR		NEWPORT BEACH	CA	92660
1013 THOMAS DR	59718	DAVENPORT ANNEXATION 5.00 ACRE		PEUSE, DALLAS J	1013 THOMAS DR		BOZEMAN	MT	59718
1163 THOMAS DR	59718	BAXTER LANE SUB LOT 1	GEORGE SMITH ANNEXATION	C&C MANAGEMENT LLC	4270 E VALLEY CENTER RD UNIT B		BOZEMAN	MT	59718
1295 THOMAS DR	59718	BAXTER LANE SUB LOT 6	CRESTVIEW CONDOS	FHG CONSTRUCTION INC	235 GRAVES TRL		BOZEMAN	MT	59718
1285 THOMAS DR	59718	BAXTER LANE SUB LOT 6	CRESTVIEW CONDOS	FHG CONSTRUCTION INC	235 GRAVES TRL		BOZEMAN	MT	59718
1297 THOMAS DR	59718	BAXTER LANE SUB LOT 6	CRESTVIEW CONDOS	FHG CONSTRUCTION INC	235 GRAVES TRL		BOZEMAN	MT	59718
1295 THOMAS DR UNIT 102	59718	SLATE RIDGE CONDOS	UNIT 102 BLDG 3	SMITH SLATE RIDGE CONDO LLC	427 FIELDSTONE DR		BOZEMAN	MT	59715
1295 THOMAS DR UNIT 103	59718	SLATE RIDGE CONDOS	UNIT 103	JIMMERSON, LORENA	LORENA JIMERSON REV TRST	78 KERI ST	MANHATTAN	MT	59741
1295 THOMAS DR UNIT 202	59718	SLATE RIDGE CONDOS	UNIT 202	NEHRIR, MARYAM & HASHEM	890 KNOLLS DR		BOZEMAN	MT	59715
1295 THOMAS DR UNIT 203	59718	SLATE RIDGE CONDOS	UNIT 203	LUNDE, SHARRI L & KATIE	1295 THOMAS DR UNIT 203		BOZEMAN	MT	59718
1295 THOMAS DR UNIT 204	59718	SLATE RIDGE CONDOS	UNIT 204	BAHNSON, CARSTEN & CATHEANNE	1348 BOYLAN RD		BOZEMAN	MT	59715
1295 THOMAS DR UNIT 205	59718	SLATE RIDGE CONDOS	UNIT 205	BORGOGNA, MARIA	1295 THOMAS DR UNIT 205		BOZEMAN	MT	59718
1295 THOMAS DR UNIT 302	59718	SLATE RIDGE CONDOS	UNIT 302	MADSEN, PAUL ALLEN	VIRGINIA ANN MADSEN	1 BLUE SAGE	LITTLETON	CO	80127
1295 THOMAS DR UNIT 303	59718	SLATE RIDGE CONDOS	UNIT 303	ROSEEN, DAVID	1295 THOMAS DR UNIT 303		BOZEMAN	MT	59718
1295 THOMAS DR UNIT 304	59718	SLATE RIDGE CONDOS	UNIT 304	1295 THOMAS LLC	11 RIVER BEND LN		LIVINGSTON	MT	59047
1295 THOMAS DR UNIT 305	59718	SLATE RIDGE CONDOS	UNIT 305	BENIOT, JESSICA	1295 THOMAS DR		BOZEMAN	MT	59715
1297 THOMAS DR UNIT 102	59718	SLATE RIDGE CONDOS	UNIT 102	RILEY, ALEXANDRA	1297 THOMAS DR UNIT 102		BOZEMAN	MT	59718
1297 THOMAS DR UNIT 103	59718	SLATE RIDGE CONDOS	UNIT 103	LANGMO, GREGORY S & KAREN J	60436 260TH ST		LITCHFIELD	MN	55355
1297 THOMAS DR UNIT 104	59718	SLATE RIDGE CONDOS	UNIT 104	WRIGHT, MICHAEL J	RACHEL BABBITT WRIGHT	1297 THOMAS DR UNIT 104	BOZEMAN	MT	59718
1297 THOMAS DR UNIT 105	59718	SLATE RIDGE CONDOS	UNIT 105	FHG CONSTRUCTION INC	235 GRAVES TRL		BOZEMAN	MT	59718
1297 THOMAS DR UNIT 202	59718	SLATE RIDGE CONDOS	UNIT 202	LUCKAY, SCOTT A	1297 THOMAS DR UNIT 202		BOZEMAN	MT	59718
1297 THOMAS DR UNIT 203	59718	SLATE RIDGE CONDOS	UNIT 203	FHG CONSTRUCTION INC	235 GRAVES TRL		BOZEMAN	MT	59718
1297 THOMAS DR UNIT 204	59718	SLATE RIDGE CONDOS	UNIT 204	JAX RIDGE LLC	264 CORAL DR		BELGRADE	MT	59714
1297 THOMAS DR UNIT 205	59718	SLATE RIDGE CONDOS	UNIT 205	FHG CONSTRUCTION INC	235 GRAVES TRL		BOZEMAN	MT	59718
1297 THOMAS DR UNIT 302	59718	SLATE RIDGE CONDOS	UNIT 302	SABO, RILY F	1297 THOMAS DR UNIT 302		BOZEMAN	MT	59718
1297 THOMAS DR UNIT 303	59718	SLATE RIDGE CONDOS	UNIT 303	MILLER-SCHLEGEL, KATHLEEN	10732 REVERE RD		MOKEMA	IL	60448
1297 THOMAS DR UNIT 304	59718	SLATE RIDGE CONDOS	UNIT 304	MAIERLE, JOSH	1297 THOMAS DR UNIT 304		BOZEMAN	MT	59718
1297 THOMAS DR UNIT 305	59718	SLATE RIDGE CONDOS	UNIT 305	HOUSTON, GREGORY J	1297 THOMAS DR UNIT 305		BOZEMAN	MT	59718
1001 THOMAS DR	59718	DEED REF	3 FM 49	O'REILLY PARTNERSHIP LLC	4 CLOVERS & SEVEN OX SEVEN LLC	PO BOX 11145	BOZEMAN	MT	59719

Exhibit A: Proposed N 27th Ave Area



BOZEMAN MT
Transportation & Engineering Division

0 0.05 0.1 Miles

N

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

DEPARTMENT OF TRANSPORTATION AND ENGINEERING STAFF REPORT

Proposal to change the street name of "Thomas Drive" to "North 27th Avenue".

Background

Thomas Drive is a dead-end north-south local street segment. The south end of Thomas Drive connects to North 27th Avenue at Baxter Lane. To the north Thomas Drive aligns with the intersection of North 27th Avenue and Cattail Street. North 27th Avenue exists north and south of Thomas Drive.

North 27th Avenue is identified as a Collector Street in the City's Transportation Master Plan because North 27th Avenue serves to connect neighborhoods and collect traffic from local streets. Over the last decade, several Gallatin County inholding parcels along Thomas Drive have annexed into the City. Through the City's Capital Improvement Program, the City plans to reconstruct Thomas Drive to meet the City's collector street standard. Specifically, the City's capital improvement Project SIF 152 – N27th Avenue: Baxter Lane to Cattail Street, which started construction on May 11, 2026, and will include a traffic signal at Baxter Lane and a roundabout at Cattail Street.

It is City policy for all new streets to assume the name of the street with which it aligns unless the street does not and cannot in the future connect to an existing street segment along the alignment. Changing the name of Thomas Drive will bring the street segment into compliance with City policy. Additionally, changing the name of Thomas Drive will provide continuity and consistency for emergency response agencies and residents.

Impact on adjacent properties

At present, there are currently 33 addresses that would be directly impacted by the proposed name change. The cost of changing the addresses for these properties is expected to be minimal, and the responsibility for covering this cost would fall to the respective property owners. The responsibility for installation of new street signs and all costs associated with new street signs, including installation and future maintenance, will be the responsibility of the City.

Impact on Traffic & Accessibility

The proposed name change will not impact the accessibility of the City's street network. However, the road's function and the flow of traffic will be improved by the City's capital improvement Project SIF 152 – N27th Avenue: Baxter Lane to Cattail Street, which started construction on May 11, 2026, and will include a traffic signal at Baxter Lane and a roundabout at Cattail Street.

Impact on Fire, Police, and Other Emergency Services

If the proposed name change is approved, the City Engineering Department will notify emergency services to ensure they are aware of the update. Additionally, the City's Geographic Information System Department will update both online and hard copy maps to reflect the change. The proposed street name change will implement a correction that will assist in providing navigation continuity for police, fire, and other emergency services.

Impact on Garbage Collection and Maintenance

If the proposed name change is approved, the City Engineering Department will notify the Solid Waste Department of the update. However, the impact on the City's Solid Waste Department is expected to be negligible, as the change involves only a small number of properties and will not significantly affect their operations.

Impact on Private & Public Utilities

The proposed street name change will have no impact on private or public utilities.

Public Comment

No objections or public comment was received prior to the preparation of this report.

Alternative Considerations

The street name could be left as "Thomas Drive." The street would continue to function as is with no changes to addresses. However, not correcting the street name may cause impacts to services such as mail and emergency response.

Recommendation

Changing the name "Thomas Drive" to "North 27th Avenue" can be done without detriment to the public interest.

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Addi Jadin, Park Planning and Development Manager
Mitch Overton, Director of Parks and Recreation

SUBJECT: Resolution Authorizing the City Manager to Sign Change Order Number One with Field Turf, USA Inc. for Bozeman Sports Park Field 13 Construction

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Resolution Authorizing the City Manger to Sign Change Order Number One with Field Turf USA Inc. for Bozeman Sports Park Field 13 Construction

STRATEGIC PLAN: 3.4 Active Recreation: Facilitate and promote recreational opportunities and active health programs and facilities.

BACKGROUND: Field 13 at Bozeman Sports Park is being constructed in partnership with the Bozeman Public School District. This change order with Field Turf, Inc. is to reflect a price reduction/credit due to the elimination of concreate soil treatment (-$174,267.00) because soil compaction is meeting the required specifications and the addition of the following field improvements:

- Field markings for lacrosse ($9,541.00)
- Goalpost sleeves for football ($13,407)
- 150-foot x 20-foot ball safety netting along Oak Street ($41,985)

Therefore, the total reduction of the Field Turf contract is $109,334.000. These changes will be made in accordance with the Memorandum of Understanding with the Bozeman Public School District. Expenses to add lacrosse will be excluded from the School District's responsibility. The original Field Turf contract for Field 13 was authorized on December 16, 2025.

UNRESOLVED ISSUES: NA

ALTERNATIVES: Per Commission

FISCAL EFFECTS: Project was initially budgeted in FY25. Price reduction will allow for other alternates not listed above to be added into the project that were removed due to budget constraints and will show up as change orders on the civil construction contract.

Attachments:

Resolution_FieldTurf-CO-1-BSP.docx
FieldTurf-Change-Order-1-BSP.pdf

Report compiled on: August 7, 2025

RESOLUTION

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, APPROVING CHANGE ORDER ONE TO THE FIELD TURF USA, INC CONTRACT FOR BOZEMAN SPORTS PARK FIELD 13

WHEREAS, the City Commission did, on the 16TH day of December 2025, authorize signature of the contract with Field Turf USA, Inc for Bozeman Sports Park Field 13; and

WHEREAS, Section 7-5-4308, Montana Code Annotated, provides that any such alterations or modifications of the specifications and/or plans of the contract be made by resolution; and

WHEREAS, it has become necessary in the prosecution of the work to make alterations or modifications to the specifications and/or plans of the contract.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, to wit:

> The proposed modifications and/or alterations to the contract between the City of Bozeman, a municipal corporation, and Field Turf USA, Inc, as contained in Change Order No. 1, attached hereto, be and the same are hereby approved; and the City Manager is hereby authorized and directed to execute the contract change order for and on behalf of the City; and the City Clerk is authorized and directed to attest such signature.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 2nd day of June, 2026.

_____

JOEY MORRISON
Mayor

ATTEST:

_____

MIKE MAAS
City Clerk

APPROVED AS TO FORM:

_____

GREG SULLIVAN
City Attorney

FieldTurf®
A Tarkett Sports Company

SUBMITTALS

.....

Bozeman Sports Park – Field 13

4600 Baxter Ln, Bozeman, MT 59718

May 26, 2026

FieldTurf USA, Inc.
A Tarkett Sports Company
175 N Industrial Blvd. NE
Calhoun, GA 30701
(706) 625-6533

SUBMITTAL LOG FORM

May 26, 2026

As per Synthetic Turf Specifications please review the documents included in the submittal package and indicate approval by providing a signature under 'Approved By' and including the 'Date' on the submittal log form below.

Copies	Description	Section No.
	Shop Drawings:	
1	Submittal Drawings **Note that full submittal drawings require separate approval in the locations designated on the signature.**	n/a
	Product Data:	
1	Vertex Prime 2.25" (FTVTP-57) Specification Sheet	
1	Vertex Prime 2.25" (FTVTP-57) ASTM Test Results	
1	Standard Color Charts	
	Installation:	
1	Standard Operation Procedures	
1	8-year Turf Warranty Sample	
	Maintenance Data:	
1	FieldTurf FieldSweep Manual	
1	Maintenance Guidelines	
	Samples: Sent from Calhoun, GA.	
	(1) 12"x12" Rag sample of FTVTP-57 in Field/Summer Green (1) 12"x12" Rag sample of FTVTP-57 in Lagoon Blue (1) 12"x12" Rag sample of FTVTP-57 in Silver (1) 12"x12" Rag sample of FTVTP-57 in White (1) Jar Sample of Sand & (1) Cryogenic Rubber	

Approved By:	Date:
	05-26-2026

IMPORTANT: FieldTurf requires approved submittals a minimum of 21 days prior to installation.

Regards,

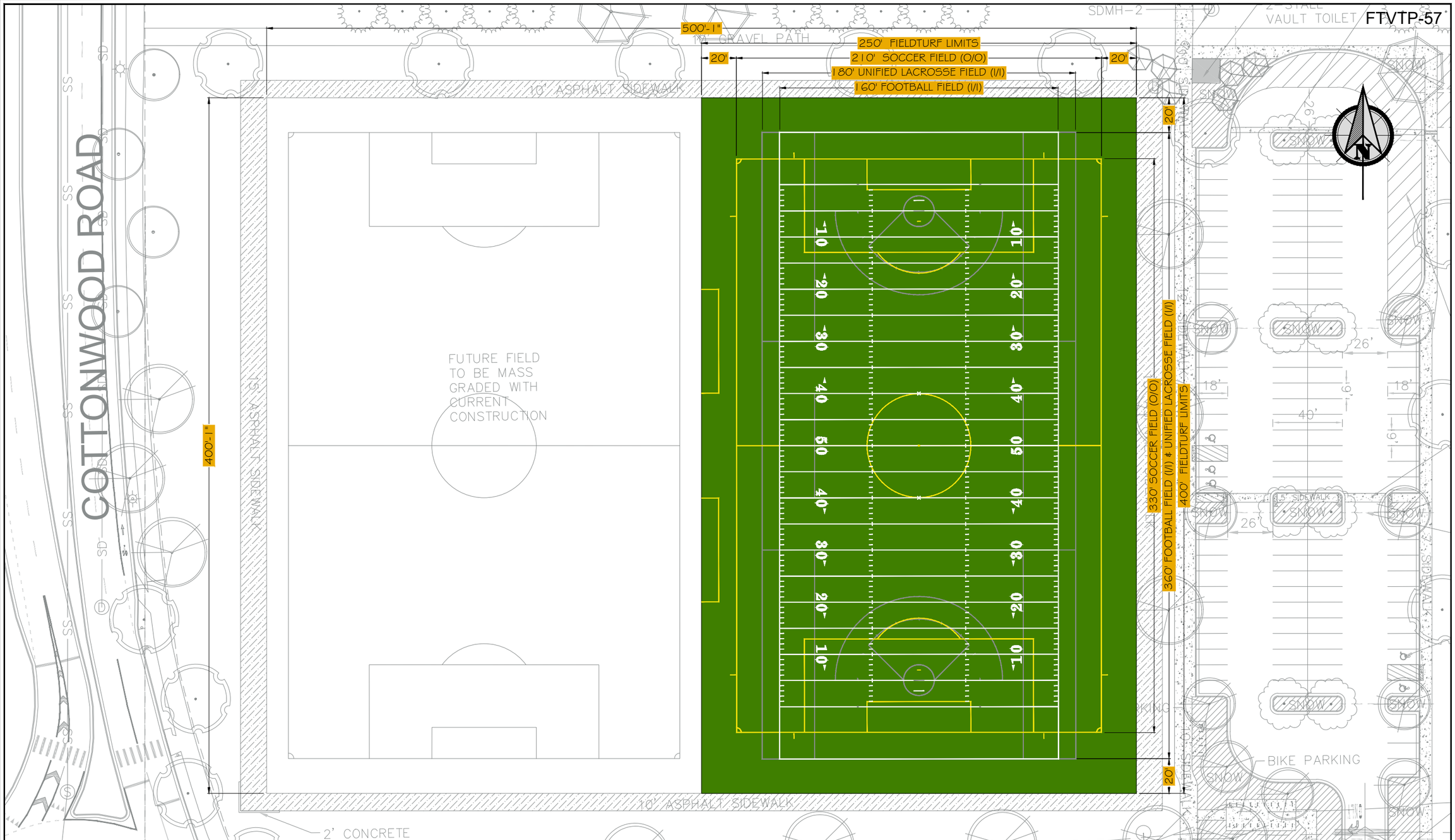
Hadyn Fava
Project Manager
FieldTurf USA, Inc.

BOZEMAN SPORTS PARK
FIELD 13
BOZEMAN, MT

FieldTurf
By Tarkett Sports

FIELD LAYOUT SUBMITTALS PREPARED BY: FIELDTURF
DRAWN BY: JOSEPH LAVIGNE
DATE: MAY 26, 2026
ISSUE: SUBMITTAL

All Rights Reserved. Confidential Information: No portion of these drawings may be disclosed, used, reproduced, modified or shown, without prior written consent of FieldTurf.



APPROVED BY:	
SIGNATURE:	
PRINTED NAME:	
TITLE:	
DATE:	

SPORT COLORS:

- FOOTBALL
  COMPLETE COLOR NAME: WHITE
  PANTONE COLOR NUMBER: WHITE
- SOCCER
  COMPLETE COLOR NAME: CANARY YELLOW
  PANTONE COLOR NUMBER: 136C
- UNIFIED LACROSSE
  COMPLETE COLOR NAME: SILVER
  PANTONE COLOR NUMBER: 423C

LEGEND:

- FIELD/SUMMER GREEN FIELDTURF
  100,008 sq. ft.

FIELD LAYOUT NOTES (sports are in order of dominance):

1. FOOTBALL MARKINGS ARE 4" WHITE NON-STANDARD.
2. SOCCER MARKINGS ARE 4" CANARY YELLOW NFHS STANDARDS.
3. UNIFIED LACROSSE MARKINGS ARE 4" SILVER NFHS STANDARDS.

FIELD DOMINANCY IS ONLY WITHIN THE FOOTBALL FIELD OF PLAY.

ALL DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.

NFHS STANDARDS

DRAWN BY:	J. L.
CHECKED BY:	J. B.
SCALE:	1"=55'
TOTAL FIELD AREA:	100,008 sq. ft.
PERIMETER:	1301 ft.

243

Scale is only accurate when this drawing is printed on 11" X 17" paper.

FieldTurf
A Tarkett Sports Company

BOZEMAN SPORTS PARK
FIELD 13
BOZEMAN, MT

ISSUE: SUBMITTAL

FIELD LAYOUT

DATE: MAY 26, 2026

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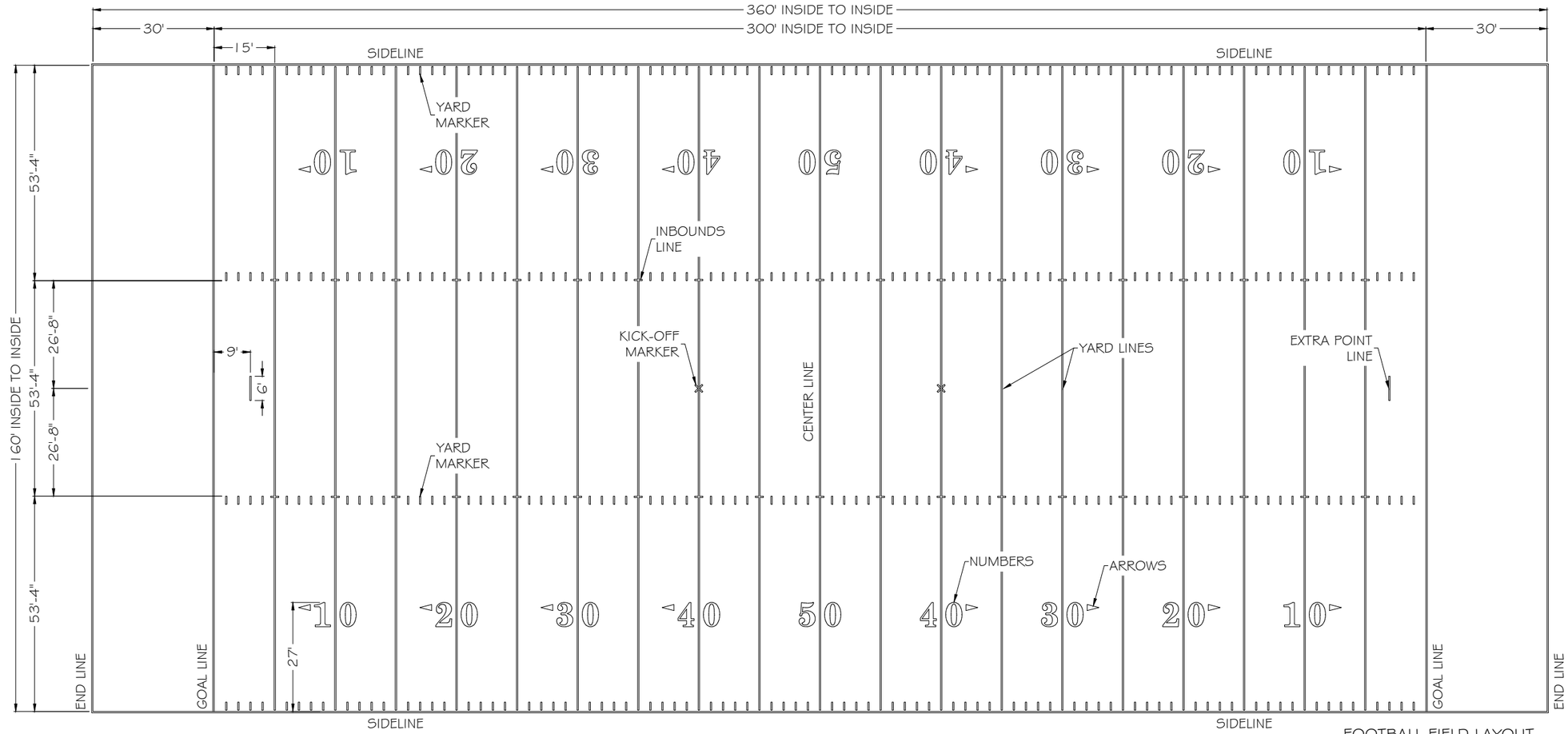
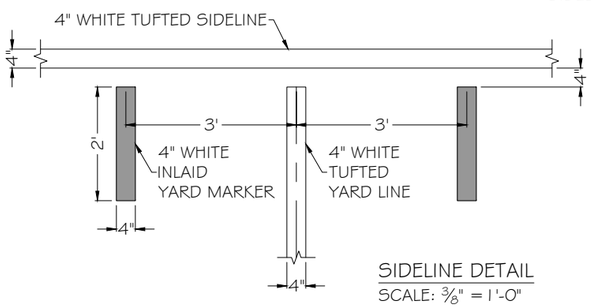
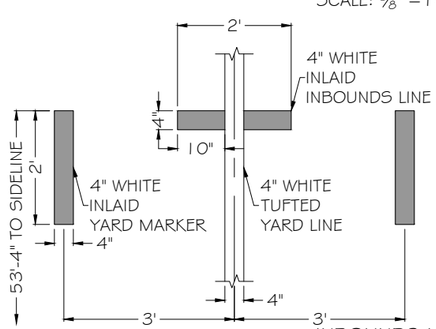


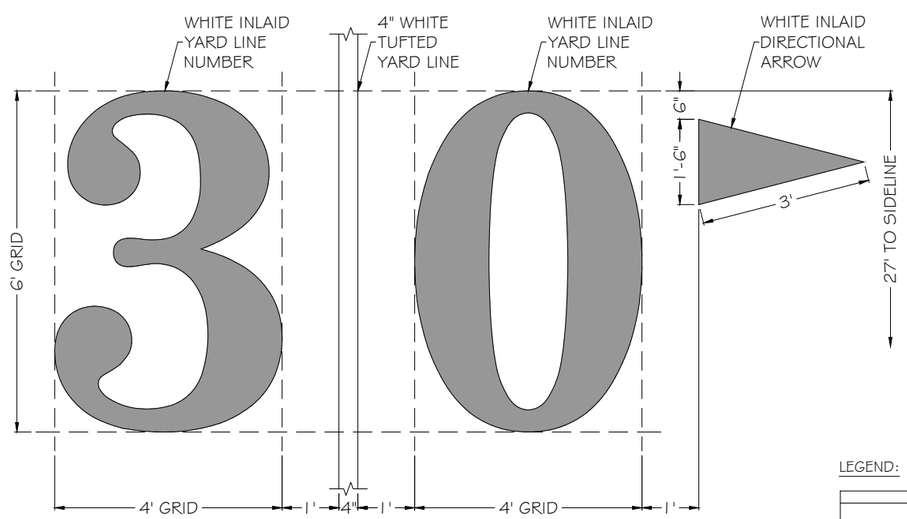
FOOTBALL FIELD LAYOUT
SCALE: 1" = 30'-0"



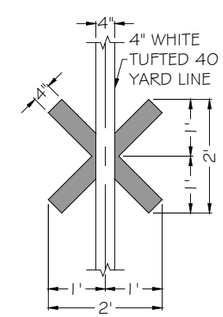
SIDELINE DETAIL
SCALE: 3/8" = 1'-0"



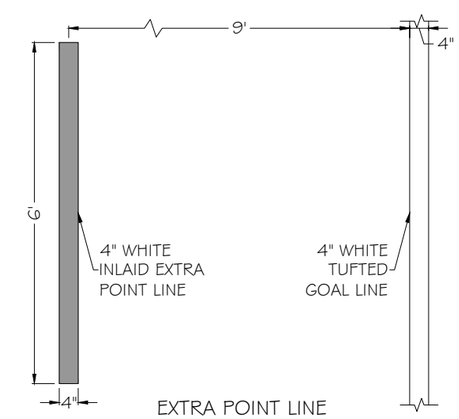
INBOUNDS LINE DETAIL
SCALE: 3/8" = 1'-0"



YARD LINE NUMBER
CENTER SCHOOLBOOK FONT
SCALE: 3/8" = 1'-0"



KICK-OFF MARKER
SCALE: 3/8" = 1'-0"



EXTRA POINT LINE
SCALE: 3/8" = 1'-0"

LEGEND:

TUFTED WHITE LINE (INDICATED ON DETAILS ONLY)

INLAID WHITE LINE (INDICATED ON DETAILS ONLY)

FOOTBALL LAYOUT NOTES:

SIDELINES, END LINES, GOAL LINES, YARD LINES AND RESTRAINING LINES ARE TUFTED WHITE LINES.

INBOUNDS LINES, SHORT YARD LINE MARKERS, KICK-OFF MARKERS, EXTRA POINT LINE MARKERS AND ALL OTHER FIELD MARKINGS ARE TO BE WHITE INLAID TURF.

DRAWN BY: J. L.
CHECKED BY: J. B.
SCALE: AS SHOWN

Scale is only accurate when this drawing is printed on 11"X 17" paper.

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FieldTurf
A Tarkett Sports Company

BOZEMAN SPORTS PARK
FIELD 13
BOZEMAN, MT

FOOTBALL MARKINGS

ISSUE: SUBMITTAL

DATE: MAY 26, 2026

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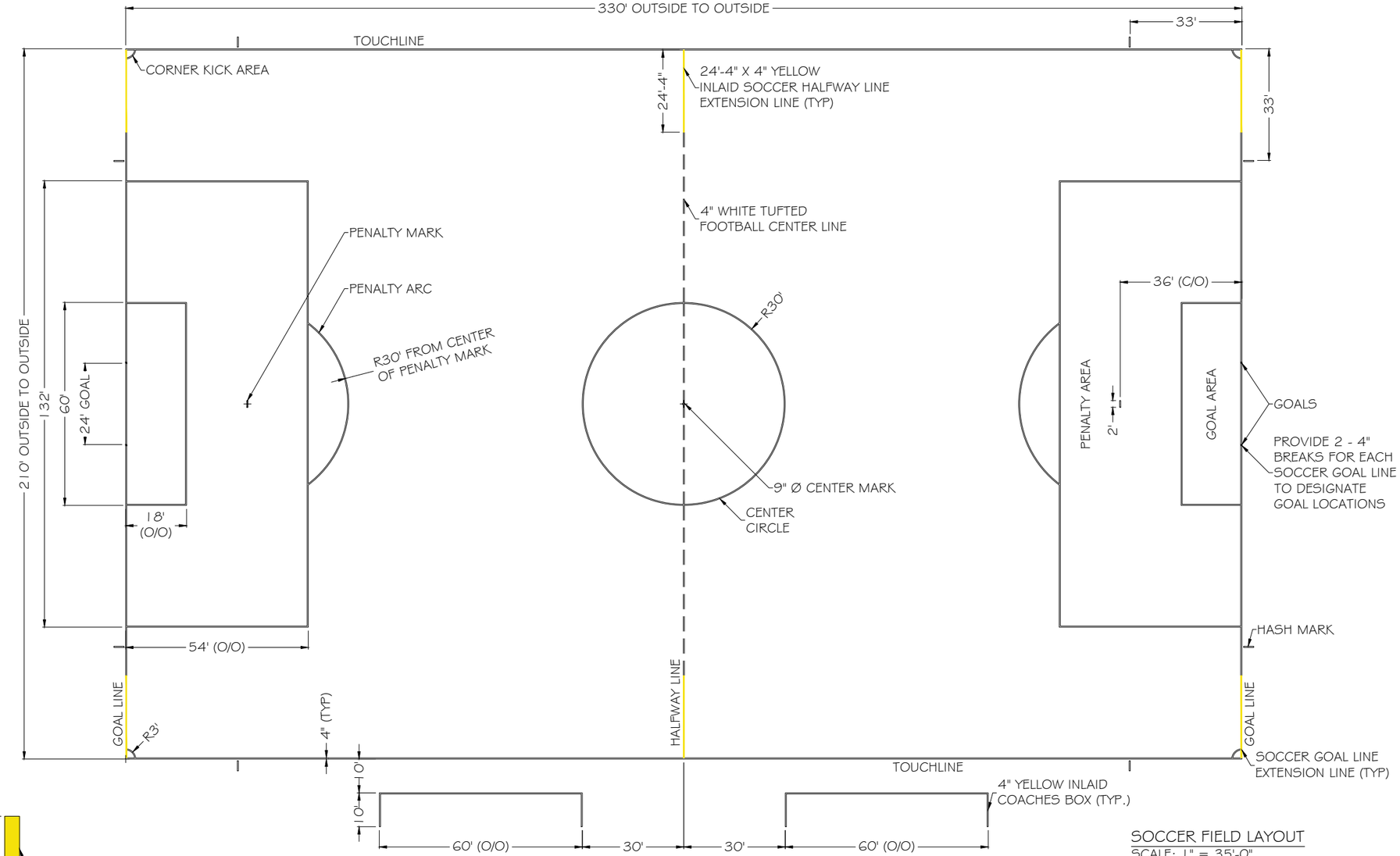
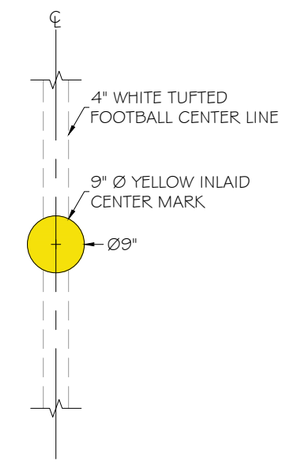
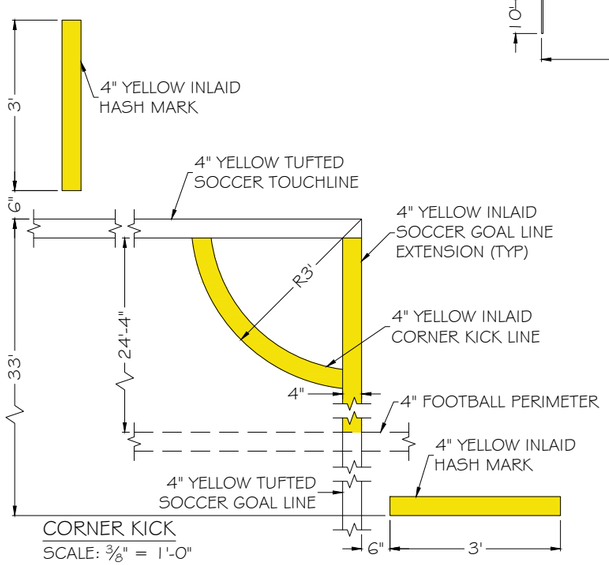


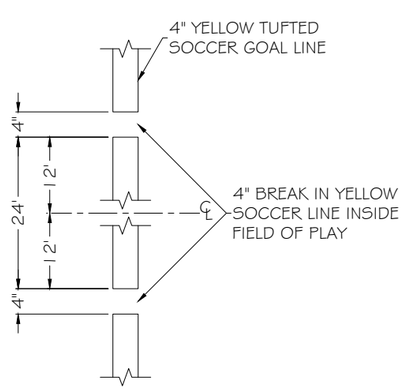
SOCCER FIELD LAYOUT
SCALE: 1" = 35'-0"



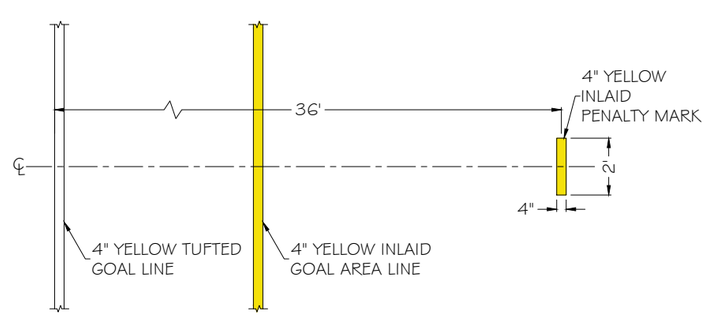
CENTER MARK
SCALE: ½" = 1'-0"



CORNER KICK
SCALE: ⅜" = 1'-0"



GOAL LOCATION
SCALE: ½" = 1'-0"



PENALTY MARK
SCALE: 3/16" = 1'-0"

LEGEND:

- TUFTED YELLOW LINE (INDICATED ON DETAILS ONLY)
- INLAID YELLOW LINE (INDICATED ON DETAILS ONLY)

SOCCER LAYOUT NOTES:

TOUCHLINES AND GOAL LINES ARE TUFTED YELLOW LINES.

THE SOCCER GOAL AREA, PENALTY AREA, PENALTY MARK, PENALTY ARC, MIDFIELD CIRCLE, CENTER MARK, CORNER KICK LINE, HASH MARK AND EXTENSION LINES ARE TO BE YELLOW INLAID TURF.

USE THE FOOTBALL 4" WHITE TUFTED CENTER LINE AS THE SOCCER HALFWAY LINE.

NFHS STANDARDS

DRAWN BY: J. L.
CHECKED BY: J. B.
SCALE: AS SHOWN

245

Scale is only accurate when this drawing is printed on 11" X 17" paper.

FieldTurf
A Tarkett Sports Company

BOZEMAN SPORTS PARK
FIELD 13
BOZEMAN, MT

SOCCER MARKINGS

ISSUE: SUBMITTAL

DATE: MAY 26, 2026

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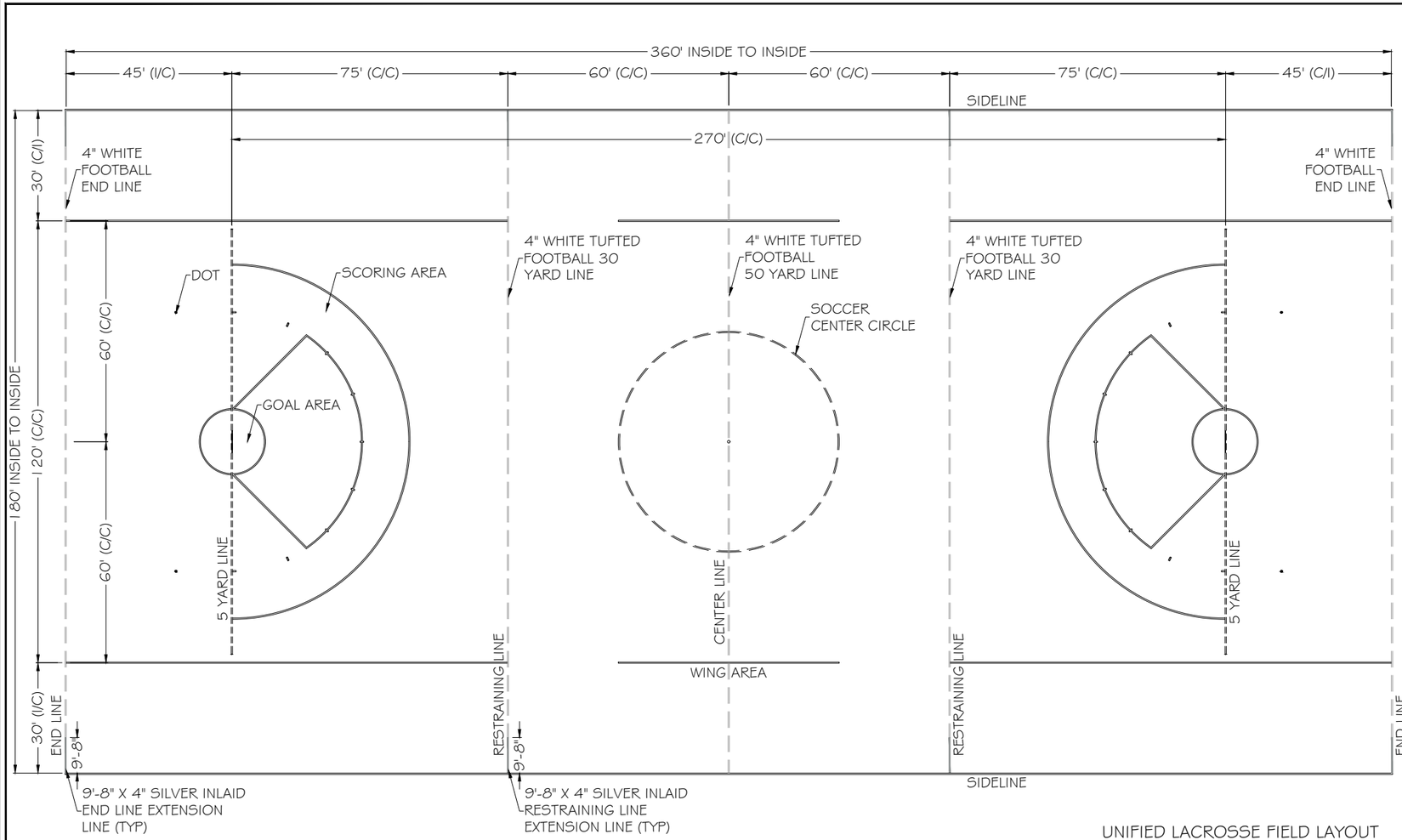
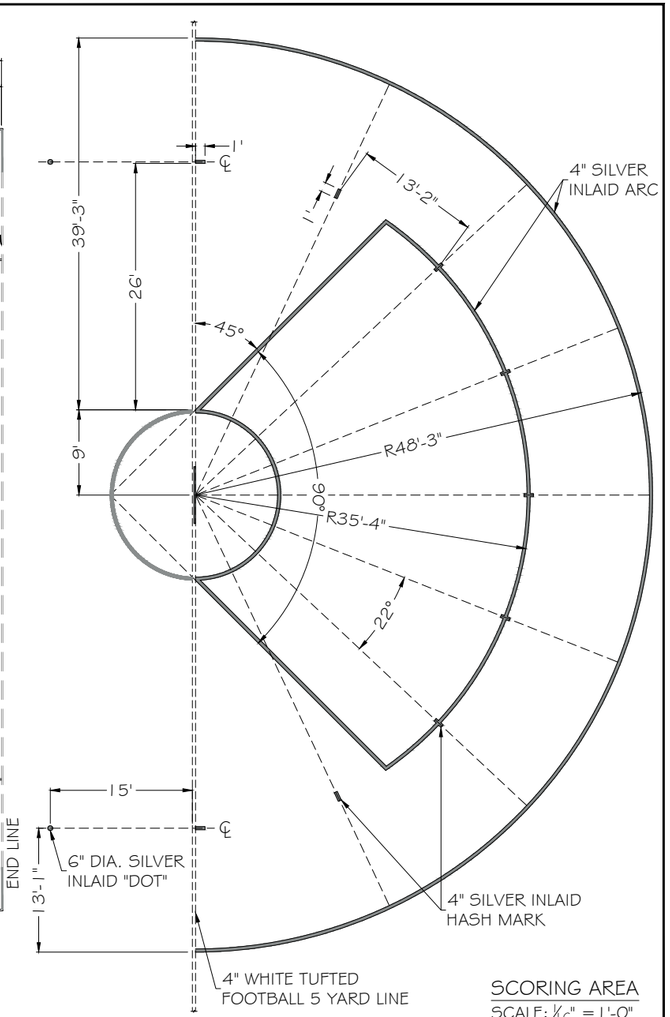
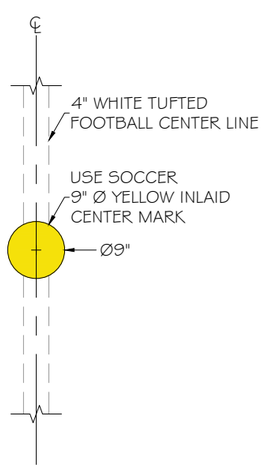


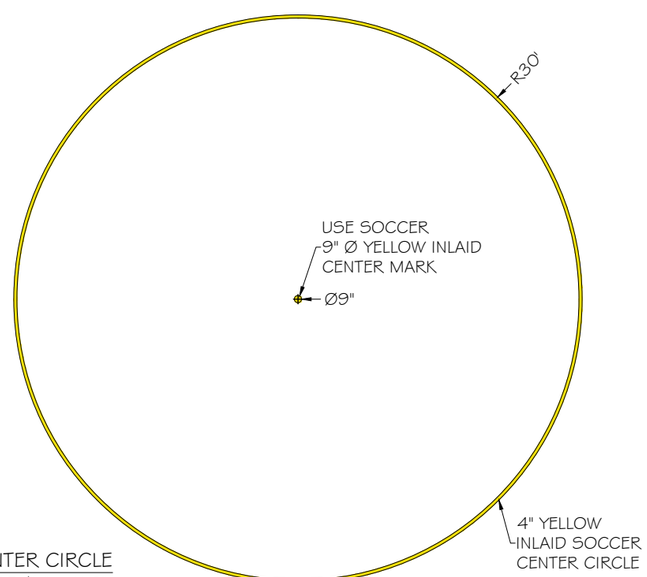
UNIFIED LACROSSE FIELD LAYOUT
SCALE: 1" = 35'-0"



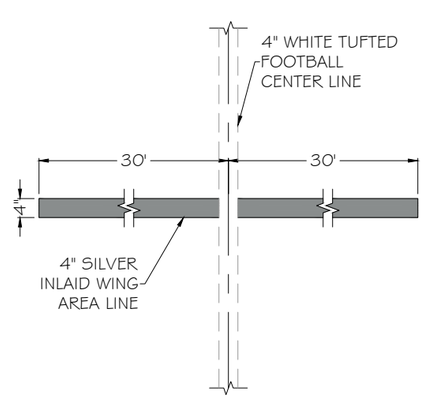
SCORING AREA
SCALE: 1/16" = 1'-0"



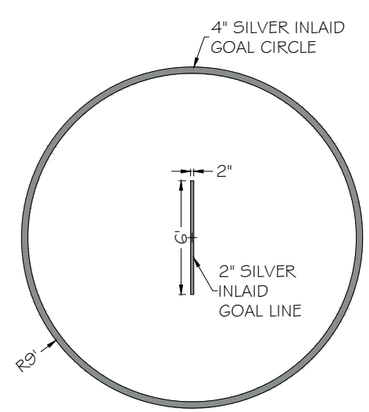
CENTER MARK
SCALE: 1/2" = 1'-0"



CENTER CIRCLE
SCALE: 1/16" = 1'-0"



WING AREA
SCALE: 3/8" = 1'-0"



GOAL AREA
SCALE: 1/8" = 1'-0"

LEGEND:

- TUFTED WHITE LINE (INDICATED ON DETAILS ONLY)
- INLAID SILVER LINE (INDICATED ON DETAILS ONLY)
- INLAID YELLOW LINE (INDICATED ON DETAILS ONLY)

UNIFIED LACROSSE LAYOUT NOTES:

SIDELINES ARE TUFTED SILVER LINES.

SCORING AND GOAL AREA LINES, RESTRAINING LINE MARKERS, WING AREA LINES, AND GOAL CREASE ARE TO BE RED INLAID TURF.

USE THE SOCCER 4" YELLOW INLAID CENTER CIRCLE FOR THE UNIFIED LACROSSE CENTER CIRCLE.

ALL LINES ARE 4" WIDE EXCEPT FOR THE GOAL LINE SHALL BE 2" WIDE.

NFHS STANDARDS

DRAWN BY: J. L.
CHECKED BY: J. B.
SCALE: AS SHOWN

Scale is only accurate when this drawing is printed on 11"X 17" paper.

FieldTurf
A Tarkett Sports Company

BOZEMAN SPORTS PARK
FIELD 13
BOZEMAN, MT

UNIFIED LACROSSE MARKINGS

ISSUE: SUBMITTAL

DATE: MAY 26, 2026

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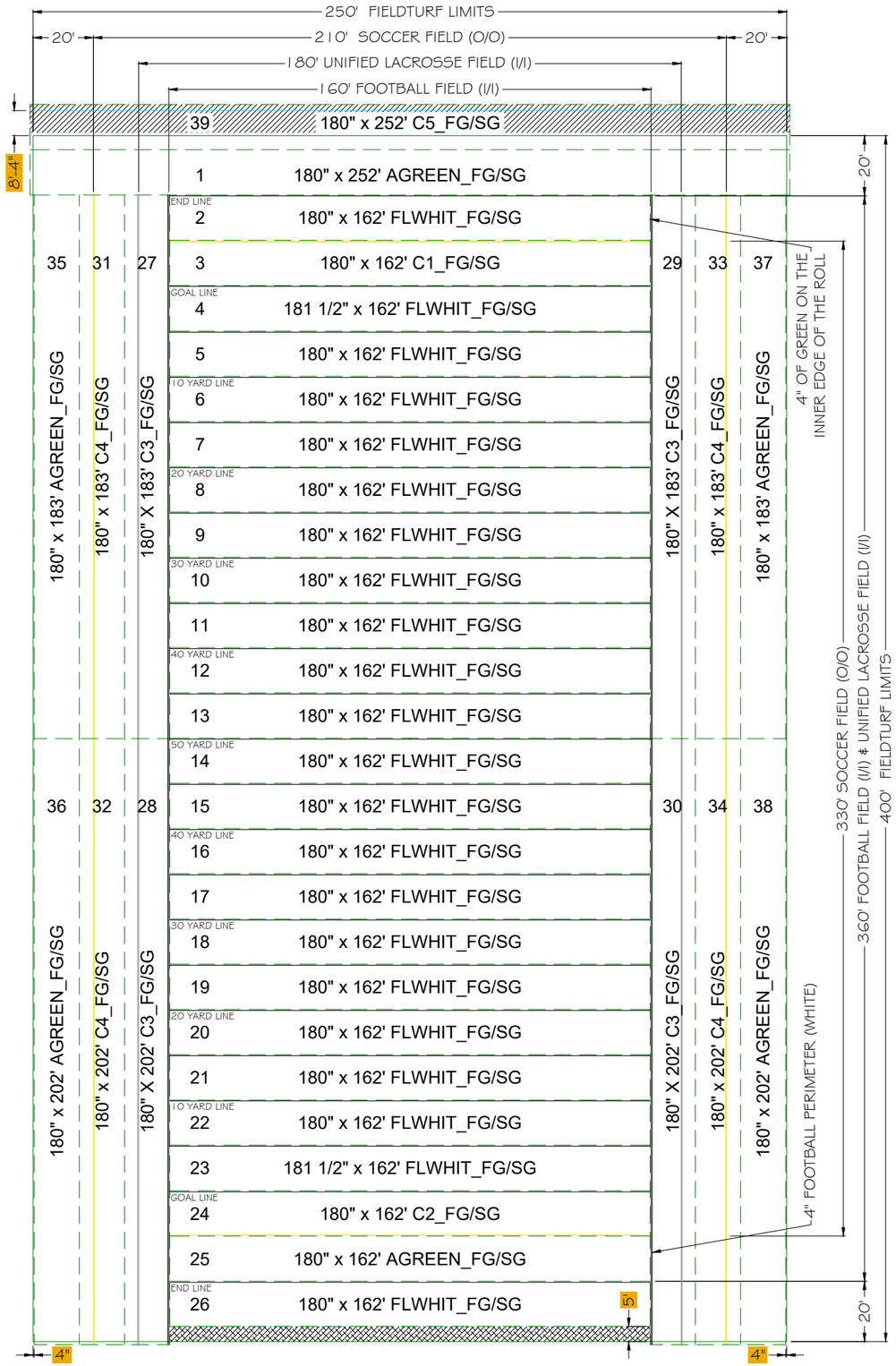
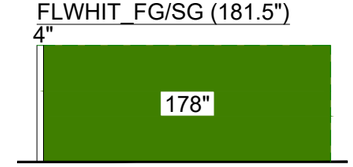


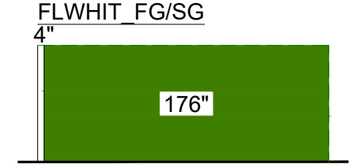
ROLL LEGEND:

FLWHIT_FG/SG (181.5")



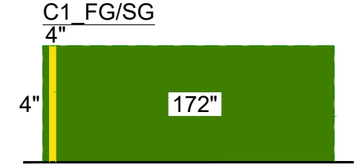
(4, 23)

FLWHIT_FG/SG



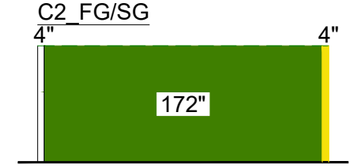
(2, 5-22, 26)

C1_FG/SG



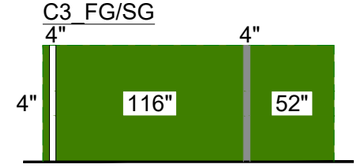
(3)

C2_FG/SG



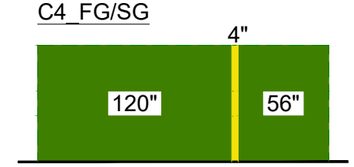
(24)

C3_FG/SG



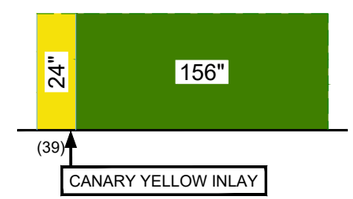
(27-30)

C4_FG/SG



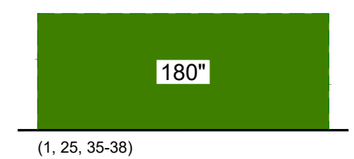
(31-34)

C5_FG/SG



(39)

AGREEN_FG/SG



(1, 25, 35-38)

INSTALLATIONS NOTES:

1. ROLLS (SEAMS) ARE SHOWN IN DASHED LINES.
2. FIELD EDGE AND SPORTS LINES ARE SHOWN IN CONTINUOUS LINES.
3. ROLLS #2 & #26 HAVE THE FOOTBALL END LINES.
4. ROLLS #4 & #24 HAVE THE FOOTBALL GOAL LINES.
5. ROLLS #27 TO #30 HAVE THE FOOTBALL SIDELINES.
6. ROLLS #3 & #24 HAVE THE SOCCER GOAL LINES.
7. ROLLS #31 TO #34 HAVE THE SOCCER TOUCHLINES.
8. ROLLS #27 TO #30 HAVE THE UNIFIED LACROSSE SIDELINES.
9. THE FOOTBALL SIDELINE ROLLS HAVE 4" OF GREEN ON THE FIELD SIDE OF THE ROLLS.
10. THE INSTALLATION OF THE ROLLS SHOULD START FROM THE 50-YARD LINE (ROLL #13/14).
11. USE THE LEGEND FOR PLACEMENT OF EXCESS ROLLS.

CUT-OFFS FROM ROLLS

PLACEMENT OF CUT-OFFS

FTVTP-57:

GREEN FIELD AREA:	100,008 sq. ft.
GREEN TURF MANUF'D:	103,001 sq. ft.
GREEN EXTRA TURF:	3.0 %

DRAWN BY:	J. L.
CHECKED BY:	J. B.
SCALE:	1"=45'
TOTAL FIELD AREA:	100,008 sq. ft.
TOTAL TURF MANUF'D:	103,001 sq. ft.
TOTAL EXTRA TURF:	3.0 %

Scale is only accurate when this drawing is printed on 11" X 1, paper.

FieldTurf By Tarkett Sports

BOZEMAN SPORTS PARK
FIELD 13
BOZEMAN, MT

ISSUE: SUBMITTAL

ROLL LAYOUT

DATE: MAY 26, 2026

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FieldTurf®
A Tarkett Sports Company

TECHNICAL PRODUCT SPECIFICATION

VERTEX PRIME

MONOFILAMENT/SLIT-FILM 2.25"

PROPERTY	VALUE	UNITS	METHOD
Product Stock Code	FTVTP-57		
Pile Yarn Type	UV-resistant polyethylene		n/a
Yarn Structure 1	Ridged Monofilament		n/a
Yarn Denier 1	14500	Denier	D1907
Tape Thickness 1	360	Microns	
Yarn Structure 2	Slit-Film		
Yarn Denier 2	5000	Denier	D1907
Tape Thickness 2	130	Microns	
Pile Height	2.25	inches	D5823
Pile Weight	43	oz/yd^2	D5848
Primary Backing Weight	7+	oz/yd^2	D5848
Secondary Backing Weight (Finger-Unit)	14+	oz/yd^2	D5848
Total Carpet Weight	64	oz/yd^2	D5848
Stitch Gauge	3/4 inch centers		D5793
Tuft Bind	8+	lbs/force	D1335
Grab Tear Length	>200	lbs/force	D5034
Grab Tear Width	>200	lbs/force	D5034
Pill Burn Test	Pass		D2859
Impact Attenuation (Gmax)	<200	gmax	F1936
Water Permeability	>40	inch/hour	F1551; DIN 18-035
Cryogenic SBR Rubber Infill	2.2	Lbs/ft2	
Sand	6.2	Lbs/ft2	
Total Weight	1274	oz/yd^2	

Issue Date: 9/14/2021

Disclaimer: Variation of +/-5% on above listed property values is within normal manufacturing tolerances

TEST SUMMARY

CLIENT:

FieldTurf A Tarkett Sports Company — THE ULTIMATE SURFACE EXPERIENCE	Report Number:	75520-01
	Lab Test Number:	2720-4000, 2897-1743, 3065-8371
	Testing Completion Dates:	8/20/2015, 3/22/2017, 11/1/2018
	Report Date:	11/1/2018
	Page:	1 of 2
	Requested by:	Griffin Tajifel

TEST MATERIAL:

Material Type:	Synthetic Turf				Dates Received:	8/20/2015 monofilament ribbon; 3/3/2017 slit film ribbon; 10/26/2018 turf	
Material Condition:	EXCELLENT:	XXX	GOOD:		POOR:		REJECTED:
Product ID:	Vertex Prime FTVTP-57						
Infill System (Bottom Layer):	1.0 lbs/ft^2 Silica Sand						
Infill System (Middle Layer):	5.2 lbs/ft^2 Silica Sand mixed with 1.8 lbs/ft^2 Cryogenic 14/30 Rubber						
Infill System (Top Layer):	0.4 lbs/ft^2 Cryogenic 10/14 Rubber						

TESTING METHODS REQUESTED:

Testing Services Inc. was instructed by the client to test for the following…			
Standard:	ASTM D5848	Test Method:	Standard Test Method for Mass per Unit Area of Pile Yarn Floorcoverings
Standard:	ASTM D5823	Test Method:	Standard Test Method for Tuft Height of Pile Yarn Floorcoverings
Standard:	ASTM D5793	Test Method:	Standard Test Method for Binding Sites Per Unit Length or Width of Pile Yarn Floorcoverings
Standard:	ASTM D1335	Test Method:	Standard Test Method for Tuft Bind Strength of Pile Yarn Floorcoverings
Standard:	ASTM D5034	Test Method:	Standard Test Method for Breaking Strength and Elongation of Textile Fabrics
Standard:	ASTM D2859	Test Method:	Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials
Standard:	ASTM F355	Test Method:	Standard Test Method for Impact Attenuation of Playing Surface Systems and Materials
Standard:	ASTM F1015	Test Method:	Standard Test Method for Relative Abrasiveness of Synthetic Turf Playing Surfaces
Standard:	ASTM F2117	Test Method:	Standard Test Method for Vertical Rebound Characteristics of Sports Surface/Ball Systems, Acoustical Method
Standard:	EN 15301	Test Method:	Surfaces for Sports Areas: Determination of Rotational Resistance
Standard:	ASTM F1551	Test Method:	Standard Test Method for Comprehensive Characterization of Synthetic Turf Placing Surfaces and Materials, Suffix DIN 18-035, Part 6: Water Permeability of Synthetic Turf Systems and Permeable Bases
Standard:	ASTM D7138	Test Method:	Standard Test Method for Determination of Melting Temperatures of Synthetic Fibers
Standard:	ASTM D1907	Test Method:	Standard Test Method for Liner Density of Yarn by the Skein Method
Standard:	ASTM D3218	Test Method:	Standard Test Method for Specification of Polyolefin Monofilaments
Standard:	ASTM D2256	Test Method:	Standard Test Method for Tensile Properties of Yarns by the Single Strand Method

SAMPLING PLAN:

- Specimen sampling is performed in the sampling department at TSI.
- The sampling size of specimens is determined by the test method requirements.
- In the event a specific sampling size is not called for, a determination will be made based on previous testing experience, and approved for use by an authorized manager.
- All samples are subjected to the outside environmental conditions of temperature and relative humidly.
- Sample requiring pre-determined exposure to specified environmental conditions based on a specific test method, take place in the departments in which they are tested

DEVIATION FROM TEST METHOD:

State reason for any Deviation from, Additions to, or Exclusions From Test Method.
None

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PO Box 2041
Dalton, GA 30722-2041
(706) 226-1400
tsioffice@optilink.us

TEST SUMMARY

CLIENT:

FieldTurf A Tarkett Sports Company — THE ULTIMATE SURFACE EXPERIENCE	Report Number:	75520-01
	Lab Test Number:	2720-4000, 2897-1743, 3065-8371
	Testing Completion Dates:	8/20/2015, 3/22/2017, 11/1/2018
	Report Date:	11/1/2018
	Page:	2 of 2
	Requested by:	Griffin Tajifel

TEST MATERIAL:

Material Type:	Synthetic Turf				Dates Received:	8/20/2015 monofilament ribbon; 3/3/2017 slit film ribbon; 10/26/2018 turf		
Material Condition:	EXCELLENT:	XXX	GOOD:		POOR:		REJECTED:	
Product ID:	Vertex Prime FTVTP-57							
Infill System (Bottom Layer):	1.0 lbs/ft² Silica Sand							
Infill System (Middle Layer):	5.2 lbs/ft² Silica Sand mixed with 1.8 lbs/ft² Cryogenic 14/30 Rubber							
Infill System (Top Layer):	0.4 lbs/ft² Cryogenic 10/14 Rubber							

TEST DATA:

	Test Method	Test Description	Test Result	
Construction	ASTM D5848-10e1	Total Product Weight	66.80 oz/yd²	
	ASTM D5848-10e1	Pile Yarn Weight	42.92 oz/yd²	
	ASTM D5848-10e1	Primary Backing Weight	7.96 oz/yd²	
	ASTM D5848-10e1	Secondary Backing Weight	15.92 oz/yd²	
	ASTM D5823-13	Average Pile Height	2.25"	
	ASTM D5793-18	Stitch Count & Gauge	2.66 Stiches per inch	3/4" Gauge
	ASTM D1335-17e1	Average Tuft Bind Strength	17.8 lbs/force	
	ASTM D5034-09(2017)	Average Grab Tear-Length, MD	298 lbs/force	
	ASTM D5034-09(2017)	Average Grab Tear-Width, CMD	336 lbs/force	

	Test Method	Test Description	Test Result	
[1]Performance	ASTM D2859-16	Pill Flammability	8 out of 8 Pass	Meets 16CFR 1630 (FF1-70)
	ASTM F355-16e1	Gmax Subbase: 3" Aggregate (2" Rock + 1" Fines)	102	
	ASTM F1015-03(2017)	Relative Abrasiveness	28	
	ASTM F2117-10(2017)	Average Soccer Ball Rebound / % Rebound Reduction (Concrete vs Test Surface)	43.2%	
	EN15301	Rotational Resistance: Football Cleat	Dry Surface 43 newton/meter	Wet Surface 42 newton/meter
	EN15301	Rotational Resistance: Soccer Cleat	Dry Surface 40 newton/meter	Wet Surface 38 newton/meter
	ASTM F1551; Suffix 30	Water Permeability	97.5 inches/hour	

[1]Performance testing was completed with above listed infill system installed.

	Test Method	Test Description	Test Result	
			Slit Film	Monofilament
Yarn	ASTM D7138-16	Melt Point Fiber ID	118°C / Polyethylene	120°C / Polyethylene
	ASTM D1907/D1907M-12	Denier / Skein	5,150	14,850
	ASTM D3218-07(2012)	Thickness	140 microns	381 microns
	ASTM D2256/D2256M-10(2015)	Tensile Strength Elongation and Tenacity	8.27 lbs/force 49.3 % / 0.729	27.8 lbs/force 51.7 % / 0.850

Monofilament fiber testing completed on lab# 2720-4000 dated 8/20/2015. Slit film fiber testing completed on lab # 2897-1743 dated 3/22/2017. Construction and Performance testing completed on lab # 3065-8371 dated 11/1/2018.

Uncertainty:

We undertake all assignments for our clients on a best effort basis. Our findings and judgments are based on the information to us using the latest test methods available.
TSI can only ensure the test results for the specific items tested.
Unless otherwise noted in the deviations sections of this report, all tests are performed in compliance with stated test method.

Test Report Approval:

Erle Miles, III, Lab Director Testing Services Inc.

TSi Accreditation: Our laboratory is accredited by the US Dept. of Commerce, National Institute of Standards and Technology: ISO/IEC 17025:2005. Our code # is: NVLAP 100108-0.
TSi is a certified independent testing laboratory by the Synthetic Turf Council

Synthetic Turf COUNCIL — NVLAP TESTING 100108-0

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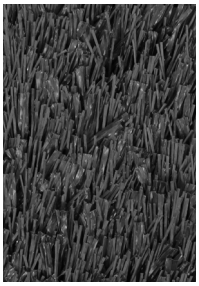
(706) 226-1400
tsioffice@optilink.us

FieldTurf®
A Tarkett Sports Company

COLOR CHART

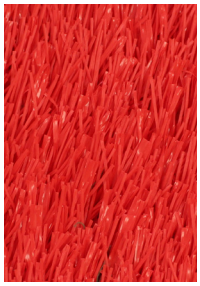
VERTEX PRIME

BLK



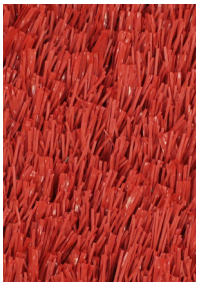
PRODUCT: BLK
COLOR: BLACK
PANTONE: BLACK

RED



PRODUCT: RED
COLOR: RED
PANTONE: 185C

PALRED

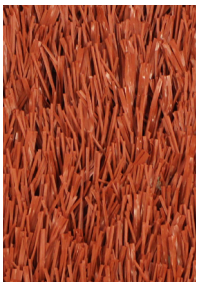


PRODUCT: PALRED
COLOR: PALACE RED
PANTONE: 201C

ORA

PRODUCT: ORA
COLOR: ORANGE
PANTONE: 166C

RUS



PRODUCT: RUS
COLOR: RUST
PANTONE: 174C

BRO

PRODUCT: BRO
COLOR: BROWN
PANTONE: 4625C

MUS

PRODUCT: MUS
COLOR: MUSTARD
PANTONE: 124C

VEGAS GOLD

PRODUCT: VEGAS GOLD
COLOR: VEGAS GOLD
PANTONE: 467C

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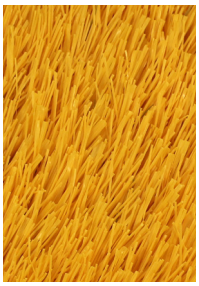
FieldTurf®
A Tarkett Sports Company

COLOR CHART

VERTEX PRIME

YEL



PRODUCT: YEL
COLOR: CANARY YELLOW
PANTONE: 136C

SGR

PRODUCT: SGR
COLOR: SUMMER GRN
PANTONE: SUMMER GRN

FS

PRODUCT: FG/SG
COLOR: FIELD GRN/ SUMMER GRN
PANTONE: FIELD GRN/ SUMMER GRN

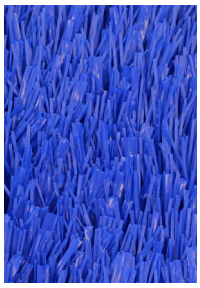
GRE

PRODUCT: GRE
COLOR: FIELD GREEN
PANTONE: FIELD GREEN

LAG

PRODUCT: LAG
COLOR: LAGOON BLUE
PANTONE: 292C

REF

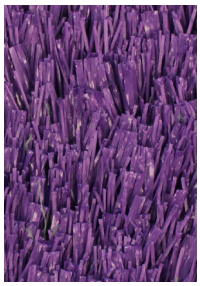


PRODUCT: REF
COLOR: REFLEX BLUE
PANTONE: REFXC

NAV

PRODUCT: NAV
COLOR: NAVY BLUE
PANTONE: 282C

PUR



PRODUCT: PUR
COLOR: PURPLE
PANTONE: 269C

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FieldTurf®
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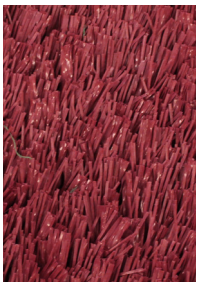
COLOR CHART

VERTEX PRIME

MAR



PRODUCT: MAR
COLOR: MAROON
PANTONE: 188C

SIL

PRODUCT: SIL
COLOR: SILVER
PANTONE: 423C

WHT

PRODUCT: WHT
COLOR: WHITE
PANTONE: WHITE

TAN

PRODUCT: TAN
COLOR: TAN
PANTONE: 728C

MET GOLD

PRODUCT: MET
COLOR: METALLIC GOLD
PANTONE: 873C

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FieldTurf
A Tarkett Sports Company

BUILDING THE PERFECT FIELD

FIELDTURF INSTALL S.O.P. MANUAL

FIELDTURF.COM

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OVERVIEW

This installation plan is created to provide a quick summary of the main activities of a FieldTurf installation. It provides details on procedures and guidelines for a quality FieldTurf installation.

PRE-INSTALL

1. Site Visit

a. Installer meets with project owners, construction managers (CM) and the general contractor (GC).
(All installation staff on site will wear FieldTurf-branded clothing and install project-specific signage to brand the site.)

i. Obtain Project Contact Names, Phone Numbers.
ii. Secure Spot for Equipment Trailer
    1. Preferably near the field and/or the staging area.
iii. Secure Staging Area for Bulk Materials and Infill Mixing
    1. Secure a staging area that is nearby and one that ideally has pavement and will last for the duration of the project. Ideally, a paved "D" area or one side of a track is sufficient. If these are not available, locate the nearest paved surface with approximately 10,000 square feet for a regular 80,000 square foot field.
        a. Determine if site has enough room for bulk sand and bagged rubber.
        b. Determine if the site has asphalt that the GC will allow us to use for bulk sand.
        c. Determine if trench plates for bulk sand will need to be rented by installer. In lieu of trench plates, plastic or filter fabric can be used.
        d. Determine if dump trucks can access the bulk sand staging area without creating any damage FieldTurf may be liable for.
        e. Inspect and take pictures of your surrounding area especially your staging area and any com boxes before turf installation starts. This will insure FieldTurf will not be liable for previous damage.
iv. Secure Field Access Point from Staging Area
    1. Make sure that access to the field from the staging area is unobstructed. If there is a fence, get a key from the owner.
v. Assess any Logistical Restrictions
    1. Note if and which parking spaces on or near the site are available to FieldTurf. Note which parking areas are off limits to FieldTurf.
    2. Note any sensitive site areas that need to be protected or avoided such as a track, lawns, curbing, fences, etc.
    3. Note if lighting is available for use if needed. Note any special working hours or days of the week and if extended hours (night) are allowed.
vi. Note any safety requirements such as hard hats, boots, safety glasses, long pants, etc.
vii. Determine availability and location of drinking water, porta-potties and dumpsters.
viii. Create a detailed set of directions to the site and recommended parking areas.
ix. Determine nearest locations and directions for lodging, miscellaneous material suppliers (Home Depot, Sears), hospital, eating establishments, etc
x. Take pertinent digital pictures of site, especially staging areas, access points and any pre-damaged areas.
xi. Ensure that COC will have to be signed once field is complete, set tentative time.

b. Creates Initial Installation Schedule

i. It is vital for the Installer to be given as much prior notice of any impending installation.

c. Confirms Tentative Base Completion Date

i. WIP call attendance is required for base completion dates.

d. Confirms Staging Area Availability

e. Schedules Material Delivery Dates for Carpet and Rubber.

2. Crew Arrival

a. All crew members are required to wear FieldTurf branded shirts or safety vests

b. Lead Installer will Supply Crew with Directions to Site

i. Find directions to the job site.

c. Installer and CM Review Job Specifics

i. Installer will review the project checklist with the CM.
ii. Pay particular attention to safety regulations, restriction on work hours and other special requirements of the Owner and/or General Contractor.
iii. Lead Installer complies with local noise abatement

d. Installer Holds Crew Meeting Prior to Work Commencement

i. Cover safety procedures, requirements and emergency phone numbers, and any other special project requirements.
ii. The Installer is responsible for assigning work tasks involving equipment to crew members who are properly trained in the safe handling of the equipment. Crew members should be instructed in the safe handling of materials and equipment. Crew members should be instructed not to handle certain materials and equipment unless directly instructed to do so by the Installer.
iii. Review any special events (for example: change orders; problems with delivery, quality, workforce or equipment, etc.; accidents) that need to be handled. Any problems handled verbally with a third party should be documented in a letter/transmittal to that third party and a copy of the communication sent to the Project Manager.

e. Requirements

i. A valid driver's license is needed for anyone driving a vehicle on any site.
ii. PPE (Personal Protective Equipment) is required.
iii. Proper dust masks are suggested.
iv. Certification on all rental equipment.
v. First Aid/ Safety Certifications required.

3. Rental Equipment

Installer assesses equipment needs based on scope of installation work, reserves rental equipment and creates equipment rental schedule.

a. Installer is responsible for confirming equipment delivery dates with rental agent and/or adjusting equipment delivery dates based on any installation schedule changes communicated by the Installation Manager.
b. Ensure that crew is certified in the use of rental equipment, this can be done through the rental company. This will ensure a safe work area. The installer is responsible for track protection as well as any areas traveled on or across during installation. It is especially important to provide protection from dumpsters in the form of a wooden barrier between the legs and the surface they rest on.

4. Material Review

a. Check Materials Sent vs. Recipe

i. Compare the amount of sand sent to the recipe amount, review the amount of sand sent in the mandate to the infill recipe for sand. Bring any discrepancy to the Project Administrator's attention.
ii. Compare the amount of rubber sent to the recipe amount. Review the amount of rubber sent by sieve size and type (for example: 10-14, 14-30, cryogenic vs. ambient) in the mandate to the infill recipe for rubber. Bring any discrepancy to the Project Administrator's attention.
iii. When the Roll Layout section of FieldTurf Installer Mandate is available, check the following:
    1. Check square footage of carpet ordered to ensure the proper amount is received.
    2. Check to ensure that the entire field surface is covered by a roll per the layout. If a section is not covered, check to see if FieldTurf has made a note on the layout that the section is to be covered with extra material from another panel. For indoor fields for example, ensure there is enough additional carpet to cover all playing surfaces, including goal areas.

3. Also check what unused turf pieces are salvageable (at least 15' by 15'). If any are salvageable, notate those pieces clearly on the roll layout and mark the roll layout sheet with the words "Save these Pieces".
4. Bring any discrepancy to the Project Administrator's attention.

i. Documents to be provided with every close out job package.

b. Review Special Field Markings from Work Order

i. Inlaid/Tufted Fields
   1. For inlaid lines or logo or both, review FieldTurf installer mandate roll layout to ensure that all inlaid markings on the roll layout are consistent with the details of the field markings sheet and that the inlaid markings on the field marking sheet are also shown on the roll layout. Bring any discrepancy to the Project Administrator's attention.

c. Review any Special Instructions concerning "Head Seam" Construction

i. Note if Mandate calls for head seams to be sewn or glued. If the Work Order does not specify whether the head seams should be sewn or glued, the installer will have discretion to sew or glue.

d. Note Any Special Delivery / Work Hours

Note any special delivery routes through neighboring towns paying particular attention to weight restrictions. Note any special working hours or days of the week and if extended hours (night) are allowed. Ensure that the detailed installation plan takes these constraints into consideration.

5. Field Layout

a. Use Critical Starting Points from mandate to map out the field.

i. Locate and stake the center of the field.
ii. Locate the centerline points on the sides of the field. Mark these points either with permanent marker on the concrete curbing if available or use spikes or nails.
iii. Locate the four corners of the field and extend the perimeter lines going through those points to the curbing and mark the curbing or use spikes or nails.
iv. Locate the centerline, end lines, and sidelines or any other important points and spray paint.
v. If baseball or softball field, ensure marking for foul lines and bases are indicated.

b. Confirm Critical Starting Points

i. If the general contractor or engineer has given the critical starting points, confirm their measurements before initiating roll layout. Bring any discrepancy regarding starting points to the general contractor or engineer before proceeding. If not resolved in a timely fashion, contact the Project Administrator.

c. Mark Panel Locations

i. When laying out the sidelines, mark the correct location of each panel by using spray paint with the appropriate panel numbers.
ii. Verify FieldTurf limits.

Never assume marking provided is correct, ensure these are verified by the installer.

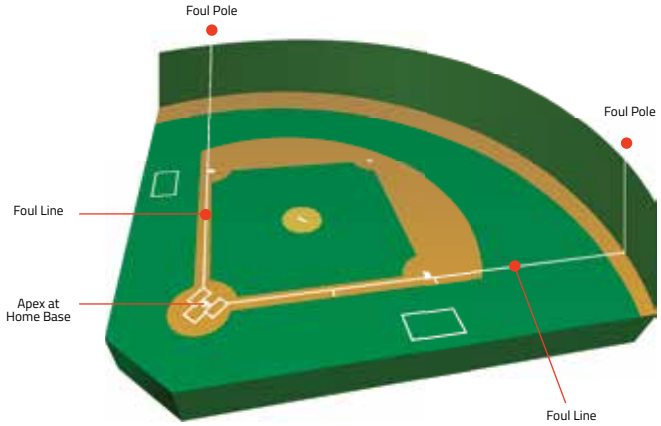
d. String Lining Base

i. The Installer will string line the entire base, this should be done with the CM or GC. The field should be split in 1/2 and should be stringed every 6' from curb to crown. Follow what is outlined in the project specification. If none was provided, tolerance is 1/4" in 10'. If there is a discrepancy, indicate by spray painting 0 if area is low and + if area is high. These will need to be taken care of by the GC prior to installation.
ii. Ensure to follow GC grade pattern on fields with multiple grade plans.
iii. Ensure pictures are taken to avoid later blame.

e. String Lining examples specific to field

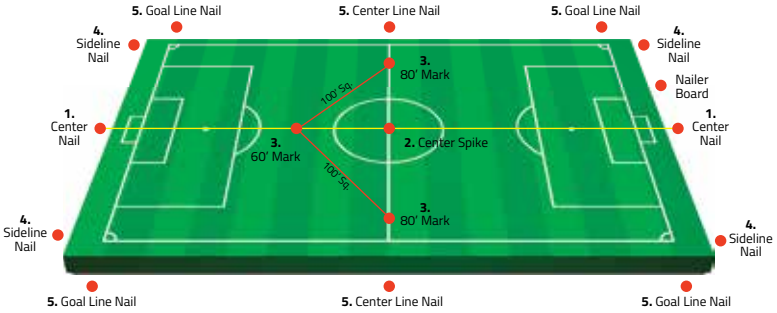
BASEBALL

1. Set string line on both 1st base foul line and 3rd base foul line from the apex point of homeplate to outside of foul poles in out-field (this gives perimeter and square of baseball field).
2. All other measurements are based upon these perimeter points.



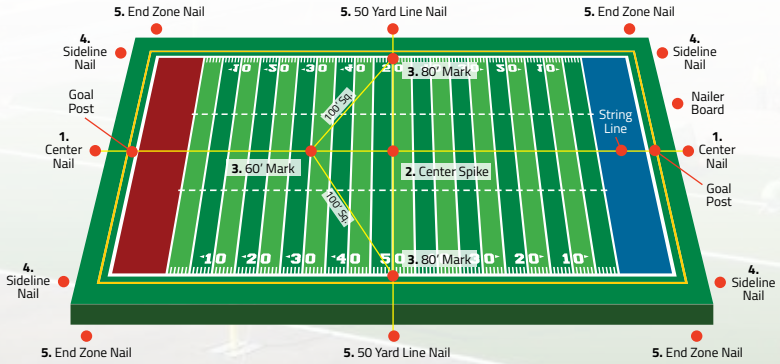
SOCCER

1. Set nail in nailer board at center of each end of field, splitting difference from sideline to sideline. Attach stringline from nail to nail up center of field (if permanent Soccer anchors are installed in base, use those to establish center point).
2. Find the center of field by measuring between center nails from end to end, set spike nail.
3. Use "3,4,5" method to square from center spike nail to establish center line (see 3,4,5 method in the diagram). Run string through square points to nailer board, set nails to establish center line of field.
4. Establish sidelines by measuring half of the distance shown on the mandate (Soccer fields vary in measurement), left, and right from center nail set nails in nailer board on both ends of field to establish 4 corners of field. String and paint sidelines.
5. Establish goal lines by setting nails in nailer boards half the total distance from the center line nail end to end on both sides.



FOOTBALL

1. Set up stringline from center of goal posts (set nails in nailer board behind goal posts).
2. Locate and mark center of field between goal posts using a spike nail (this establishes the center point on the 50 Yard line).
3. Use "3,4,5" method to square from center spike nail to establish 50 yard line side to side (measure 60 feet from center spike nail towards either goal post, mark position with spike nail). Measure 80 feet from center spike nail towards left and right sidelines, use second tape to measure 100 feet from established 60 foot spike nail, where the tapes cross mark with spike nail. Run string through square points to nailer board, set nails to establish 50 yard line.
4. Establish sidelines by measuring 80 feet left, and right from center nail behind goal posts, set nails in nailer board on both ends of field to establish 4 corners of field. String and paint sidelines.
5. Establish endzone lines by setting nails in nailer boards180 feet from 50 yard line nail end to end on both sides.



INSTALLATION

6. Arrival of Materials

There are steps to ensuring proper receipt of materials. First, ensure that the product and quantity are the same as in the mandate. Then make sure the product and quantity received matches the bill of lading. When the bill of lading reaches FieldTurf, it will be used to match to the invoice.

a. Arrival of Carpet

i. The Installer will have scheduled the timing of the delivery of the carpet.

ii. Check the fiber height. Uncover a portion of the first roll immediately after it comes off the truck and measure the pile height and compare to the mandate product pile height. If there is a discrepancy, immediately contact the Project Administrator.

iii. Match the bill of lading to the carpet ordered. There are a series of numbers that will match the bill of lading to the numbers on a label attached to the carpet. As each roll comes off the trailer, put a checkmark next to the corresponding roll on the bill of lading. Number each roll with spray paint – ensure that this number corresponds to the roll layout. If available, unload the carpet next to the field, preferably on the visitor's sideline, and line up the carpet rolls according to the roll layout. If field access is not available, stack carpet rolls in the designated staging area. Do not stack the carpet more than two rolls high. Stack rolls so that the spray-painted numbers face the field regardless of where the carpet is stored.

iv. Make note of any discrepancy on the bill of lading, have the trucker initial the change on the bill of lading, and call the Project Administrator immediately. Discrepancies may include:

1. a carpet tag indicating an incorrect project location;
2. any item (carpet rolls, backing, glue, etc.) listed on bill of lading and not delivered or any quantity delivered other that specified on bill of lading; and
3. obvious damage to any item.

b. Arrival of Rubber

i. Use sieve cans to ensure rubber is in conformance. Installers are responsible for material Quality Control prior to installation.

ii. The location of the rubber bags is crucial. Ideally, bags should be stored in the staging area and not moved a second time.

iii. If 10-14, 14-30 rubber is to be used at the same site, mark the side of the bags that face the forklift with the corresponding sieve size with spray paint. Group sieve sizes together.

c. Arrival of Sand

i. Use sieve cans to ensure sand is in conformance. Installers are responsible for material Quality Control prior to installation.

ii. Bagged Sand

1. Match the number of bags on the bill of lading to the mandate. Then match the number of bags delivered to the bill of lading. Note any shortages or overages on the bill of lading and call any discrepancy to the attention of the Project Administrator. Notate the number of damaged bags, take photos and forward to FieldTurf.
2. Store this in the same area as the rubber. If inclement weather is expected, cover sand bags with secured tarp(s).

iii. Bulk Sand

1. Bulk sand should be unloaded in the predetermined staging area where the mixing or the loading of the top dresser / spreader will occur. This area should be kept clean of contaminants. Keep the sand dry at all times – use secured tarps if necessary.
2. Note the tonnage of sand received on each truck. Keep a running tally of the tonnage of bulk sand and note any discrepancies to the sand tonnage in the mandate and call any discrepancy to the attention of the Project Administrator.
3. Make sure there is drainage protection around sand.

d. Special Deliveries

i. Make sure the bill of lading matches the number of pieces being delivered. Call any discrepancy to the attention of the Project Administrator. Check maintenance equipment for damages upon delivery.

7. Assemble Field

a. Layout Panels and Sew.

i. Roll out the first center panel green side up. Make sure the panel number on the roll matches the panel number on the roll layout for the side of the centerline that you begin with. Start unrolling the first roll.
ii. To ensure that the inlaid lines are 15 feet (measured from center fiber row from mid field to center fiber row of the yard line being measured) apart, the actual distance to check before sewing a panel is 14' - 11 1/4" – this leaves ¾" for the seam to be placed. The panel must be verified in 5 locations. Measure twice and sew once.
iii. Roll out second panel green side down. Make sure panel is measured to ensure proper width. Ensure carpet pile is running in the same direction.
iv. Using sewer's discretion panel must be lined up properly to ensure a good sew. Make sure flap is free of stone or debris.
v. Both cart and hand held sewing are acceptable.
vi. Installer must review spec to verify if single stitch is required.
vii. Sewn seam must be no more than 3/4" above first stitch +/- 1/4".
viii. Prior to flipping panel the base may need to be raked, panel must be flipped ensuring base is not disrupted in any way and seam must be rolled using leap frog method and a 2 ton roller.
ix. All panels must be stretched to ensure panel is tight with no slack.
x. Once two panels have been sewn these should now be anchored 12" from white line on both sides. All spikes need to be identified to ensure later removal.
xi. Continue rolling out and sewing panels.
xii. Constant measuring of field with a steel tape measure must be done.
xiii. If the field requires additional sideline panels, trim interior panels to size, sheep shear, sew head seam, and sew sideline panels. If head seam is to be glued, glue the head seam after sewing the sideline panels. The Installer will follow the specs instructions, if any, regarding sewing or gluing head seams. If no special instructions are given in the specs, the Installer has discretion to sew or glue head seams.
xiv. At the end of each working day, all panels must be weighed down and secured. Use sand bags, turf rolls, rubber bags, etc.

b. Field Specifics

i. Center Logo
   1. Note finish dimension of logo from Mandate and/or special site plans. Make sure the logo delivered matches the logo on the Mandate/Site Plans including dimensions, colors, font, general shape and design.
   2. Ensure a copy of the lay-outs is constantly on site during install.
   3. Make sure the logo faces the specified direction from the drawings or plans (if not available, check with site supervisor).
   4. Double check the backing of the logo to make sure seaming edge is bare (should have 2") for proper installation. Note any defects.
   5. Once the logo has been properly set per mandate/site plans, the logo must be signed off by the customer to ensure quality customer service.

6. Shearing or cutting out are both acceptable. When shearing out the logo, it is preferred to keep a 4" edge for the gluing process. To ensure the placement of the logo, you must nail it down to avoid any drastic movement during shearing and cleaning up loose fiber. Note: you may cut out the logo if you choose to as long as a 4" flap is kept to glue logo to.
7. The tolerance between all inlays is no more than 1/2". In other words there should be no gap larger than 1/2" between any glued inlay.
8. Begin gluing the logo. Be sure to push the glue to the very edge of the logo. Do not pass the edge of the logo as this will cause fiber melting. Periodically check the edges to ensure proper bonding.

ii. End zone Logo
1. Same as the center logo directions above. Make sure each letter matches mandate specifics regarding color, size, direction, etc.
2. Cut the colored carpet to fit the drawn lines and glue the logo following the previous directions. There should be no gap larger than 1/2" between the colored carpets.

iii. Other Logo or Special markings
1. Proceed as with other logos.

iv. Inlaid Lines- Sport specific

1. Refer to the lay-out to determine what sport and color and type of lines to inlay. Keep in mind the dominant sports' rule of thumb: Field hockey uses 3" width lines while baseball, softball, soccer, football, lacrosse, and rugby use 4" width lines.
2. ALWAYS refer to lay-out for proper field dimensions and line widths. Measurements may be different than previous fields.
3. When shearing against the grain you must use a C Channel following your string line to ensure proper shearing and gluing.
4. Ensure the grain line of carpet is going in the same direction as the rest of the field.
5. Ensure the colored carpet being used for the lines is the same height as the rest of the field. There should be no gap larger than 1/2" between the colored carpets.
6. Shearing and gluing process is the same as all glued inlays.

v. Inlaid Numbers & Arrows

1. Refer to lay-out for proper field dimensions and/or colors.
2. Ensure the colored carpet being used for the numbers and arrows is the same height as the rest of the field.
3. Ensure the numbers' and arrows' grain of carpet is in the same direction as the rest of the field. There should be no gap larger than 1/2" between the colored carpets.
4. When cutting numbers and/or arrows, center templates on the back of the stock roll to ensure that the edges of the templates are to be cut in between stitch rows.
5. When shearing out each number, using a stencil for quality, you should keep the shears tight to the edge of the stencil to ensure a 1/2" or less glue gap.
6. When cutting a number out using a stencil, it is best practice to keep each cut tight to one another and to always cut each number individually. Do not use paint to trace stencils since the paint oils cause difficult glue transitions.
7. It is best for the field and glue seams to use sand to keep the turf from being embedded in the glue.

vi. Inlaid Hash Marks
1. Shearing is the approved method. Cutting of field should be limited. All sheared fibers must be picked up.
2. Refer to lay-out for proper field dimensions. Measurements and dimensions vary between high school, college, and professional sports.
3. Straight edge or guide must be used to ensure accuracy while shearing.
4. Ensure the colored carpet being used for the hash marks is the same height as the rest of the field.
5. Ensure the hash marks' grain of carpet is in the same direction as the rest of the field. There should be no gap larger than 1/2" between the colored carpets.
6. While gluing hash marks and soccer, lacrosse, football extensions, etc. you must use enough glue to cover the entire inlay.

vii. Shearing

1. When you shear out bits or rows, make sure you put the same number of bits or rows back in! It is ok to shear out either 5 bits replaced with 5 bits, or 4 bits replaced with 4 bits.
2. When shearing use "3-in-1" from Home Depot or similar product and apply before shearing begins then as needed to keep the shears running properly. WD 40 is not a proper lubricant.
3. After every shear the sheared fiber must be cleaned up prior to gluing.

viii. Gluing

Setup Instructions

1. Proper safety shall be taken during gluing process. Ensure a safety burn kit and eye wash kit are on site. Make sure proper PPE is supplied (knee pads, certified eye and hand protection, long sleeve shirt). Equipment be in compliance with OSHA requirements.
2. Each individual glue team must be equipped with working and calibrated infrared heat temperature sensor. This should be used at all times during the gluing process.
3. Confirm glue machine is clear of any debris prior to start of project. Contaminates can have an adverse impact on the performance of the chemistry of the glue.
4. Optimal glue machine pot temperature in typical ambient conditions (air temp: 60°-95°F) should be set to 340°F with the nozzle or applicator temperature set to 320°F.
5. In situations of abnormally extreme conditions (very warm or very cool), pot and nozzle temperature may be adjusted in +/-10°F increments at the discretion and judgment of the installer but should never be set below or above min/max set point temperatures (see range below).

Min/Max Set Temperatures

a. Optimal puddle temperature at the time the inlay is placed and set is 295°F.
b. Absolute minimum temperature an inlay will set correctly is 250°F.
c. Maximum pot temperature should under no circumstances exceed 380°F.

Application Process

6. Using glue gun nozzle, apply in a 4"x12" pattern along the perimeter of the sheared section in a rectangular box then immediately fill box with glue. Ideal application rate is 0.66lbs/sq.ft.

7. Measure puddle temperature with thermal IR gun and confirm it at or near optimum temperature prior to setting inlay.

8. Place inlay down and using fingers, set the 4x12" section. Continue to verify puddle temperature does not deviate from min/max range (max time available to set will vary depending on air temperature and ambient conditions).

9. Roll the inlay with hands. Ensure glue has been pushed firmly and has come up and over the edge of the inlay a minimum of 1/8". This is crucial to verify a proper bond will hold for the life of the installation and prevent infill infiltration.

10. If necessary, place angle irons to hold down edges upon completion of the rolling process. This should be done no more than 10min after inlay has been set. Additionally, apply a thin 1/8" application sand to assist in holding down the inlay while preventing trapped fibers.

11. Next day, once inlay has correctly cooled, perform a serious of pull tests by gradually tug on the inlays at random location to ensure adhesion. This should be performed prior to infill. The optimum pull strength is 5-15lb-f/in.

INFILLING

8. Infill Process

a. Apply Layered or Mixed Infill

i. Tape off slot drains to prevent contamination.
ii. The recipe that comes with the Mandate recommends mixing the infill prior to infilling. Determine the required mixing amounts of sand and rubber and proceed with mixing.
iii. Ensure that mixed infill is not contaminated during mixing and kept dry. The mix must be uniform to avoid an uneven playing surface.
iv. There are instances where mixing is not an option. When layering is required, it must be done in a uniform manner to avoid an uneven playing surface. Be sure to follow mandate specified layer application as this is project specific.
v. 1 pound [1/8"] of sand must be at the bottom of every FieldTurf field per square foot; normally two layers/passes.
vi. Ensure entrance to field is protected by a layer of Mirafi filter fabric (min 5 millimeters), salvaged Turf, and finally plywood (in that order).

INFILLING THE FIELDTURF SURFACE

Preparing the fiber
Prepare the field for the application of the first layer of sand infill by brushing up the grass fibers. This process can be done with several passes of a "LayMor" rotary brush unit or a similar approved rotary brush unit, or the Groomer Model HD-15 unit. It is important to "brush up" the grass fibers in order to assure the proper application of the first layer of sand infill.

By rotating the brush against the direction of the laid down grass fibers, drive the LayMor unit slowly backwards in the same direction as the laid down grass fibers. This will allow the rotating brush to "pick-up" the fibers from the carpet backing without fibrillating the grass fibers.

Once the grass fibers have been brushed at least twice and properly picked up, the field will be ready to accept the first layer of sand infill

APPLYING THE 1ST LAYER OF SAND INFILL

- On Slitfilm applications, load the spreader unit with the designated sand infill, setting the feed to the light application setting. The spreader should be driven at medium speeds. The spreader will evenly distribute the sand infill in thin layers to avoid "matting down" the grass fibers.
- The spreader should be driven up and down the field in a straight line without leaving a space or an overlap between passes, the marks on the field may serve as a guideline to ensure this.
- LayMor unit or approved rotary brush machinery should be operated after the spreader in order to ensure that the sand infill is evenly distributed over the entire surface. Note: An all poly brush must be used. '50/50', half poly/half steel, is not approved for use.
- On a Slitfilm field, when operating the LayMor unit, caution should be taken to not rotate the brush excessively to avoid fibrillating the grass fibers.

PLACING INFILL MATERIALS

APPLYING INTERMEDIATE LAYERS OF INFILL

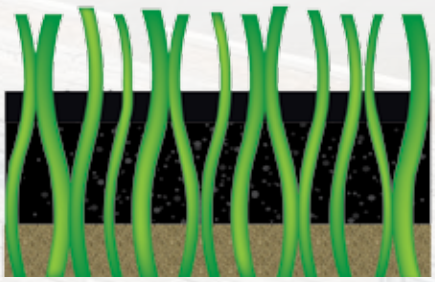
Sand Infill Mix

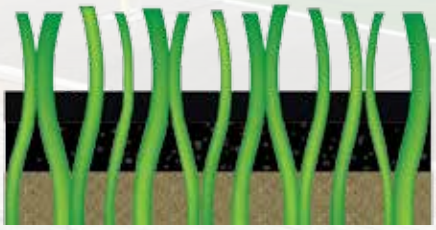
- Once the infill has been placed on the field, operate the LayMor rotating brush to even out and brush the infill into the grass fibers.
- The following operating process should be practiced when applying the infill;
  - When applying the first 25% to 50% of the total sand and rubber infill, rotate the brush of the LayMor unit against the direction of the laid down grass fibers while driving the LayMor unit backwards in the same direction as the laid down grass fibers.
  - This will avoid the fibers from being twisted together. Should the grass fibers be twisted, it will result in an uneven distribution of the infill between the fibers thus creating voids and causing more settlement of the infill.
  - Depending on production factors and climatic conditions, the grass fibers may be straightened up before 50% of the infill has been applied.
- It is important to alternate the direction of the infill operation between layers of applied blended infill. However, this is only after 50% of the infill has been applied.
- The depth of the layers of the applied infill should be monitored constantly in order to control the overall depth of the infill and avoid overfilling.
- High spots may appear resulting in an uneven distribution of the infill. Additional grooming will be necessary to ensure an even field surface.
- After rolling use water system on LayMor to decrease static and help settle the FieldTurf field.

FINAL GRADE

- The final grade (level) of the infill should be verified prior to applying the final layer of the all-rubber infill, this could be done by practicing the following:
  - Take constant depth readings of the layers of the placed infill. A minimum of twenty (20) readings should be taken across the field in order to identify high and low spots on the field.
  - The rotating nylon bristle brush of the LayMor unit should be perfectly level, be in good condition, and clean of any stains or debris.
  - The rotating brush should always be set a ½" below the field surface. Prevent the rotating brush from sagging and dropping down beyond the field surface. Once the rotating brush has been set hydraulically at the correct level, lock the brush in place to prevent possible vertical displacement of the brush.
- As the LayMor unit is driven around the field a slight amount of the infill will be displaced indicating that the required level of the infill has been reached. Existing high and low spots will be evened out. This operation should be continued at a slow to medium pace, crisscrossing the entire field in both directions until the infill is evenly distributed throughout the entire field.
- It is imperative to ensure that the infill is evenly distributed and at the required level throughout the entire field prior to applying the last layer of the all rubber infill.

There are no exceptions to this procedure to ensure the superior performance and drainage characteristics of the FieldTurf field.


INFILLING - 2.5" Turf = 1.75" Infill Height


INFILLING - 2" Turf = 1.25" Infill Height

FINAL TOP LAYER OF RUBBER

- The purpose of applying the final layer of the all rubber infill is to provide a forgiving and even playing surface for athletes.
- Since the last layer of the all rubber infill is a thin layer, adjust the gate setting of the spreader unit between 1 and 4 depending on the depth and rate of application of the all rubber infill.
- When applying the all rubber infill, constantly measure the depth of the infill by taking a minimum of twenty (20) readings of different locations to ensure that the infill is applied evenly everywhere on the field.
- Prior to applying the final layer of rubber infill, verify that the stockpiled rubber quantity is sufficient to meet the required infill to be placed as stated in the mandate.
- Make sure to set the correct gate opening in the spreader in order to spread the final layer of rubber infill in one pass.
- When placing the final layer of the all rubber infill in the field certain precautions have to be taken such as:
- All required adjustments to the operating equipment must be done and verified prior to the actual application of the final layer of infill. No exceptions.
- It is important to avoid the buildup of static electricity since particles of the rubber will migrate to the tips of the exposed grass, resulting in the blackening of the field. A drag brush equipped with nylon brushes will generate static electricity. To eliminate this, lightly sprinkle the field with a fine mist of water after placing the infill. Morning dew will also help dissipate static electricity.
- If the LayMor unit is being used for infill application, fill the LayMor tank with water only and spray a mist of water over the entire field as the LayMor is being displaced. This will also help eliminate the build-up of static electricity.

CAUTION

- Once you have "dropped" the final layer of rubber on the surface, there is no need to have the rotating brush rotate on the field. All that is required now is to drive the "LayMor", put the brush at an angle but not rotating, with the brush just lying flat on the field. The brush will turn slightly as you drive around but it will agitate the fibers just enough to allow the infill to drop in between the fibers as it should. This could also be done with a drag brush, preferably a drag brush with natural bristles, in order to not create static all over the field. However, should you have a drag brush with a nylon or plastic bristle, it will most probably create static. The remedy to that is to spray the field with water after you are done or let the morning dew eliminate the static. This will allow the final layer of rubber to drop between the fibers.

9. Perimeter Attachment

The perimeter is normally attached after sewing.

a. Staples vs. Roofing Nails vs. Glue

i. Glue is used when the edge detail is concrete or asphalt. This can either be troweled or sprayed, surface must be clean. Staples work very well with recycled curbing or pressure treated wood. If using roofing nails with recycled curbing, the nail length should be no more than 3/4". Longer nails take more pressure than the nailing gun and hoses can sustain. There is no compromise in the strength of using 1" nails versus longer nails. Nails and staples must be installed every 4" unless otherwise specified.
ii. Review spec to ensure proper method has been approved.
iii. Always use non-corrosive nails or staples.

b. Trimming Excess Carpet

i. Before any carpet is attached to the curbing or edge detail, it must be trimmed. As with the fibers of the carpet, the distance between the carpet end and the edge detail should not exceed 1/2". In contrast, the carpet should never touch the edge detail if this detail is the recycled curbing or a similar shelf product. If the carpet touches the curbing, the fibers will bend and point towards the field making these fibers seem longer and thus will need trimming.

c. Attach Carpet to Curb

i. If there seems to be a little slack in the carpet, use carpet kickers to tighten before fastening the carpet to the curb. Attaching the carpet to the curbing normally takes place when there is enough weight on the carpet to prevent it from shifting – the half-way point in the infill process is a good guide to do so.

CLOSING OUT

10. Site Clean Up

a. Excess Carpet: Green carpet that is not in excess of 15'x15' is tossed in the garbage. Colored carpet that is not in excess of 10'x10' is tossed in the garbage. Any carpet that is kept is to be neatly rolled, taped or tied and labeled accordingly unless architect specifies quantity amounts.

b. Excess Sand & Rubber: If excess sand and rubber are in a sealed non-leaking super sack, it is to be saved, you must inform the Project Manager. See mandate for appropriate attic stock applications.

c. Cleaning Tracks Surrounding Fields: Every precaution is to be taken not to damage an existing track and to prevent infill from falling into perimeter track drains. Drains need to be taped off or filled using 5/8" Backer Rod. Use an air compressor or something similar to remove the excess sand and rubber without causing damage to the track or drains.

d. Cleaning Grass or Dirt Surrounding Fields: Use an air compressor or something similar to remove excess sand and rubber being careful not to damage the existing grass.

e. Pallets: Pallets can be crushed in the dumpster provided by the installer.

f. Carpet Cores, Carpet Scrap, & Plastic Wrapping: Carpet cores and plastic wrapping can be discarded in the dumpster provided.

Special attention and meticulous attention to detail is always required on each and every job. Installation is the most important step in delivering on our promise to provide the most advanced, durable, highest quality synthetic turf playing field on the market. The care and dedication you put into each step of the installation process will be reflected for years to come as our customers and other potential customers visit and play on your field.

11. Quality Control (QC) Walkthrough

Walk the completed field and fill out the required field evaluation / quality control paper work.

12. Maintenance Demo

Prior to leaving site a demo of all maintenance equipment must be done.

13. Certificate of Completion (COC) & Close out Documents

Prior to leaving the site, the Installer should have the customer fill out the Certificate of Completion, Owner Training, Attic Stock, and/or Punchlist if applicable. The lead installer is also responsible for the completion of the Product Checklist and Field Evaluation. Once punch list items are completed and the Certificate of Completion is signed, the COC should be sent to the Project Manager. Make sure all close out documentation is received by the appropriate party. Ask your superintendent who tracks the close out documents for your region.

14. Calhoun Infill Samples

Prior to leaving the site, please ensure you send a completed copy of the "Calhoun Sample Information Form" as well as the following mandatory samples:

i. (1) large zip lock of sand
ii. (1) large zip lock of "A" Rubber
iii. (1) large zip lock of "B" Rubber
iv. 1'x1' samples of each colored stock rolls

b. Send the samples to:

Attn: RND Department
175 N Industrial Blvd N.E.
Calhoun GA 30701
United States

Infill Samples

FIELDTURF INDOOR INSTALLATION SOP

Fewer Than 50,000 Square Feet

Process

This installation plan is created to provide a summary of the main activities for a Fieldturf Indoor installation fewer than 50,000 square feet. It provides details on procedures and guidelines for a quality Indoor installation over concrete and 4mm pad over stone.

The most important process in achieving a proper Fieldturf Indoor Installation is to ensure the entire surface is glued down with Henry's 107 Asphalt Emulsion to a cured concrete surface or 4mm pad over stone.

1. Base Preparation over Concrete

a. Prepping Concrete base

- The concrete floor needs to be clean, flat and free of dirt and dust any dips or sags will need to be filled with self-leveling cement to ensure surface is level.

b. Applying emulsion

- The entire field will need to be adhered to the concrete using HENRY'S 107 ASPHALT EMULTION.
- This product is to be stirred and can be diluted to no more 20% water to help with the application to the concrete.
- **Coverage is 1 gallon per 100ft/^{2}**
- **Apply emulsion with a roofing brush or spray. Uniformly cover the entire surface to receive turf at the rate of 1 gallon per 100 square feet.**
- Entire surface must be 100% coated with the proper coverage ratio to ensure turf is installed over a tacky uniform membrane.

2. Dry time for indoor applications greater than 50 degrees Fahrenheit and less than 120 Fahrenheit is 6-24 hours.

3. Base Preparation over Stone

a. Prepping Stone base

The final grade of the finishing stone shall not vary from the specified grade by more than 1/4" from design grade, nor by more than ¼" when measured under a 10 ft straightedge, in all directions. This tolerance is required over the entire field. The turf installation company shall not commence work until the base has been approved for compaction, tolerance to grade.

b. Installation of 4mm Amorim pad over stone

- Amorim 4mm pad is shipped to the site in 4' wide rolls and up to 150' lengths
- Lay rolls in the **opposite direction** of the turf panel layout
- Place rolls from wall to wall and end to end in all areas to receive synthetic turf
- Allow rolls to relax in ambient temperatures above 50 degrees Fahrenheit for approximately one hour or until sheet good products are level and flat to stone base
- Fit all areas of Amorim 4mm pad tight and void of any gaps in seams
- Trim the pad ½" away from all perimeter walls, columns, dasher boards, protrusions through the base, or any other fixed structure within the footprint of the turf area to be installed.
- After pad has been fully installed, follow Henry's 107 emulsion process.

Applying emulsion to 4mm pad

- The entire field will need to be adhered to the Amorim 4mm pad using HENRY'S 107 ASPHALT EMULTION.
- This product is to be stirred and can be diluted to no more 20% water to help with the application to the concrete.
- **Coverage is 1 gallon per 100ft/^{2}**
- **Apply emulsion with a roofing brush or spray. Uniformly cover the entire surface to receive turf at the rate of 1 gallon per 100 square feet.**
- Entire surface must be 100% coated with the proper coverage ratio to ensure turf is installed over a tacky uniform membrane.
- Dry time for indoor applications greater than 50 degrees Fahrenheit and less than 120 Fahrenheit is 6-24 hours.

4. Field Layout

a. Installer transposes critical starting points from plans to field
b. Mark Panel Locations
c. Ensure Layouts and Mandate are available and on site

Never assume layout markings provided by Owner or General Contractor are correct, these are verified by installer.

FIELDTURF COOLPLAY/PUREFILL INSTALLATION SOP

PART 1 – Pre-Qualify the Field

1. Perform double ring infiltrometer on the base/flood test to ensure the base can accept at minimum 28 inches/hour.
2. Evaluate the slope of the field – if it is less than or equal to 0.5%, that is acceptable.
3. Review the base and site to ensure the field is not designed to "sheet drain".
4. Determine whether any water flow is being directed onto the field by design. If yes, PureFill needs to be re-evaluated.

PART 2 – Installation of CoolPlay Topdressing

1. Level the sand layer prior to installation of the CoolPlay granule.
2. Apply the CoolPlay layer and ensure field is leveled prior to applying surfactant.
3. Dilute the Beynon surfactant into water to recommended dilution rates and apply to the infill.
4. With a boomsprayer or a water truck, apply water to the fully infilled field with some pressure to settle the infill.

Dilution Rate
Amounts to use per field – dilution rate for maximum effectiveness is currently 1 part surfactant to 100 parts water (1:100). This works out to approximately 0.93 gallons for an 85,000 ft^2 field. It will need to be applied with a boom sprayer and we have assumed a coverage rate (per diluted litre) of ~240 ft^2.

FieldTurf CoolPlay S.O.P.

PART 1 – Pre-Qualify the Field

1. Perform double ring infiltrometer on the base/flood test to ensure the base can accept at minimum 28 inches/hour.
2. Evaluate the slope of the field – if it is less than or equal to 0.5%, that is acceptable.
3. Review the base and site to ensure the field is not designed to "sheet drain".
4. Determine whether any water flow is being directed onto the field by design. If yes, CoolPlay needs to be re-evaluated.

PART 2 – Installation of CoolPlay Topdressing

1. Aerate the Mix Layer prior to installation of the CoolPlay granule with the FieldTurf Groomright, ensuring that the rotating stars and tines penetrate 1" into the infill.
2. Mix half of the CoolPlay with the last layer of 'A' rubber/sand mix (single lift) as a slight method of 'stabilization'.
3. Dilute the Beynon surfactant into water to recommended dilution rates and apply to the infill.
4. Apply the remaining amount of CoolPlay as the top layer.
5. With a boomsprayer or a water truck, apply water to the fully infilled field with some pressure to settle the infill.

Dilution Rate
Amounts to use per field – dilution rate for maximum effectiveness is currently 1 part surfactant to 100 parts water (1:100). This works out to approximately 0.93 gallons for an 85,000 ft^2 field. It will need to be applied with a boom sprayer and we have assumed a coverage rate (per diluted litre) of ~240 ft^2.

NOTES:

NOTES:

BUILDING THE PERFECT FIELD

Information

(800) 724-2969
info@fieldturf.com
www.fieldturf.com

FieldTurf®
A Tarkett Sports Company

THE ULTIMATE
SURFACE EXPERIENCE

Manufacturer's Limited Warranty

FieldTurf warrants that if **FieldTurf (product code)** (Product) for multi-sport use synthetic turf proves to be defective in material or installation workmanship, therefore, resulting in premature wear, during normal and ordinary use of the Product for the sporting activities provided herein or for any other uses for which FieldTurf has provided its written authorization, within **eight (8) years** from the date of completion of installation as indicated in this Warranty, FieldTurf shall either repair or replace the affected area of the Product in accordance with the terms of this Warranty. FieldTurf's sole liability under this Warranty shall be limited to either repair or replacement of the affected area of the Product, at its sole discretion, and FieldTurf shall have no other obligations or liabilities with respect to defects of the Product. FieldTurf will, at FieldTurf's option, either repair or replace the affected area to the extent required to meet the Warranty period, but no cash refunds will be made**.** This Warranty shall commence upon the date of completion indicated in this Warranty. The accompanying Warranty service will not come into effect unless and until FieldTurf's Certificate of Completion is sent for validation to the corporate office of FieldTurf indicated herein within thirty (30) days of the date of completion or Purchaser's first use, whichever occurs first. In all cases, the Warranty shall be deemed to commence upon the date of completion indicated in this Warranty. The acceptance form of the terms and conditions contained in FieldTurf's Maintenance Guidelines must also be provided to FieldTurf's corporate office within thirty (30) days of completion of installation. This Warranty is limited to the remedies of repair or replacement, which shall constitute the exclusive remedies available under this Warranty; all other remedies or recourses which might otherwise be available are hereby waived by the Purchaser. FieldTurf will have no other obligations or liability for damages arising out of or in connection with the use or performance of the Product, including, but without limitation, damages for personal injury and/or economic losses. This Warranty shall not come into effect, and FieldTurf shall have no obligations under this Warranty, unless and until FieldTurf is paid in full for the Product to be warranted hereunder.

Field Markings: Soccer

Other Exclusions

EXCEPT AS EXPRESSLY SET FORTH IN THE MANUFACTURER'S LIMITED WARRANTY ABOVE, FIELDTURF DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THIS WARRANTY SHALL BECOME NULL AND VOID IF THE PURCHASER FAILS TO MAINTAIN THE FIELD IN ACCORDANCE WITH THE FIELDTURF MAINTENANCE GUIDELINES AND SCHEDULE PROVIDED BY FIELDTURF THEREIN. ALL MAINTENANCE SHALL BE PERFORMED BY FIELDTURF-TRAINED AND/OR FIELDTURF-AUTHORIZED MAINTENANCE PERSONNEL ONLY.

Furthermore, this Manufacturer's Limited Warranty ***does not cover***:

1. Any damage resulting, directly or indirectly, from *force majeure*, accident, misuse, intentional and unintentional abuse, infill displacement, neglect; or from usage, unintentional or otherwise, that cannot reasonably be considered as normal play or ordinary use of the Product. For purposes of this Warranty, normal play and ordinary use shall mean usage up to 3,000 hours per year of regular play and utilization for the sporting activities provided herein; normal play and ordinary use also includes a reasonable number of users or participants, but does not include repetitive marching, repetitive training or high-intensity drills on the same part of the field, especially in the areas including, but not limited to, home plate, pitcher's mound, base areas, base paths, soccer penalty mark/spot areas, goal areas, sideline areas and lacrosse crease areas, all of which require frequent maintenance in accordance with FieldTurf Maintenance Guidelines and which may require regular replacement. This Warranty is expressly conditioned upon the Customer completing and submitting the FieldTurf Maintenance Log provided in FieldTurf's Maintenance Guidelines.

SAMPLE

Manufacturer's Limited Warranty

2. Damage resulting from failure to maintain the Product in accordance with FieldTurf's Maintenance Guidelines provided to the Purchaser. The Purchaser shall keep a log of all maintenance performed on the Product and supply FieldTurf with a copy upon request.

3. Damage resulting from repair, attempted repair and/or maintenance by anyone other than FieldTurf, an authorized FieldTurf distributor or an authorized FieldTurf maintainer.

4. Damage due to causes which include, but are not limited to, the application of chemicals and/or cleaning agents, adhesive backing, dirt, traffic, negligence, vandalism, fire, flood, windstorm, animals, improper care and Acts of God.

5. Failure and/or improper design of the base; depression of the soil, subsurface or other matter upon which the base or Product rests; and any and all resulting damage to the Product arising therefrom.

6. FieldTurf does not warrant the percolation rate, long term planarity and/or compaction of the base which the product is installed. **FIELDTURF DISCLAIMS ALL WARRANTIES AS TO THE BASE, EXPRESS OR IMPLIED, AND ANY AND ALL RESULTING DAMAGE TO THE PRODUCT ARISING THEREFROM**.

7. Damage resulting from the use of improper footwear such as long-spiked track shoes, regular and repeated use of steel cleats, and flat-soled shoes. Standard molded soccer or football cleats are recommended.

All synthetic turf is subject to normal wear and tear, which does not constitute a manufacturing defect and is not covered by this Warranty. In addition to the other factors listed in this Warranty and without limitation, the extent of the wear and tear depends on the construction of synthetic turf (fiber face weight, stitch rate, fiber pile height and gauge, infill components and maintenance of the field) and the intensity of use of the synthetic turf. The Product will be stable to light fading with the maximum fading of the Product during the Warranty period not to exceed fifteen percent (15%) of color loss annually based upon an acceptable grey scale. This Warranty does not cover slight variations or gradations of color within the Product and/or face distortion. Normal behavior of the fiber and infill with respect to the wear pattern of a field is more fully explained in the "Field Settling" document, provided in the FieldTurf After-Sales Service Package.

FieldTurf disclaims all liability for incidental and consequential damages for breach of any express or implied warranty, including any implied warranty of merchantability, with respect to the Product. In the event that the Product be used for purposes other than the sporting activities provided herein or for any other uses for which FieldTurf has provided its written authorization, FieldTurf shall not be responsible for damages resulting therefrom and, therefore, this Warranty, as well as any and all applicable legal warranties, shall become **null and void** as Purchaser understands that FieldTurf has tested the Product for use in connection with the said sporting activities and/or uses, and that it may not have tested the Product for other such uses. Any Product repairs or replacements performed under the terms of this Warranty shall not extend the term of this Warranty.

Name of Purchaser:		*Sporting Activities:*	Multi-Sport Use
Date of Completion:		*Installed by:*	FieldTurf USA, Inc.
Location:		*City:*	
Address:		*Zip:*	
State:		*Fax/email:*	
Tel:			
Signature:		*Name :*	I
Date:		*Reference:*	

Disclaimer. *The information in this document is subject to change without notice and should not be construed as a commitment by FieldTurf USA, Inc. FieldTurf assumes no responsibility for any errors that may appear in this document.*

SAMPLE

This warranty is insured by a third party.

For more information please contact Customer Service at FieldTurf at the number listed below.

7445 Côte-de-Liesse Road Suite 200, Montreal, QC, Canada H4T 1G2 • Toll Free: 1-800-724-2969 •

FieldTurf® By Tarkett Sports | FieldSWEEP

OWNER'S MANUAL

THANK YOU FOR PURCHASING THE FIELDSWEEP BY FIELDTURF. FIELDSWEEP IS THE FIRST STEP IN PROPERLY MAINTAINING YOUR SURFACE.

Take the time to read the Owner's Manual and familiarize yourself with your new FieldSweep to ensure proper use and longevity of the system.

This manual contains essential information for assembling and using this product. Please take notice of all warnings and keep this manual for future reference.

NEW FIELDS ONLY: A HIGHER AMOUNT OF INFILL MAY BE COLLECTED IN THE FIRST SIX MONTHS WHEN RUNNING THE FIELDSWEEP UNIT AS THE SURFACE IS IN PROCESS OF NATURAL COMPACTION. PROPER INFILL LEVELS SHOULD BE SURVEYED. TO REDUCE INVOLUNTARY INFILL COLLECTION, LOWER THE DOME BY REMOVING THE INTERIOR BARS. THIS WILL HELP REDUCE THE LEVEL OF INFILL COLLECTED BY THE UNIT.

IMPORTANT SAFETY INSTRUCTIONS

- Prior to sweeping, inspect field for any large or dangerous objects like large sticks, large rocks, bricks or broken bottles. These items may cause damage to the surface if not removed.
- Do not operate at speeds above 8 MPH
- Do not reverse or back up with the FieldSweep attached. Forward motion only.
- Restrict operation to personnel 16 years of age and above.
- Do not over-load with heavy material.
- Use FieldSweep with care around vehicles and people, especially in windy conditions.

ASSEMBLY

FIELDSWEEP TANDEM BAR – FOR FIELDSWEEP TANDEM SYSTEM ONLY

The Tandem bar allows the operator to use two units, side by side, to sweep double the width [fig 2a & 2b]. The Tandem bar is connected to the vehicle using the Tandem Square Receiver [fig 3a], which connects to the vehicle's 2" tow point. The Square Receiver Extension [fig 3b] is required if more clearance is needed from the rear of the vehicle. The Tow Ring Handle [fig 4] connects the sweeper unit to the tow point of either the Tandem Bar or the tow ball.

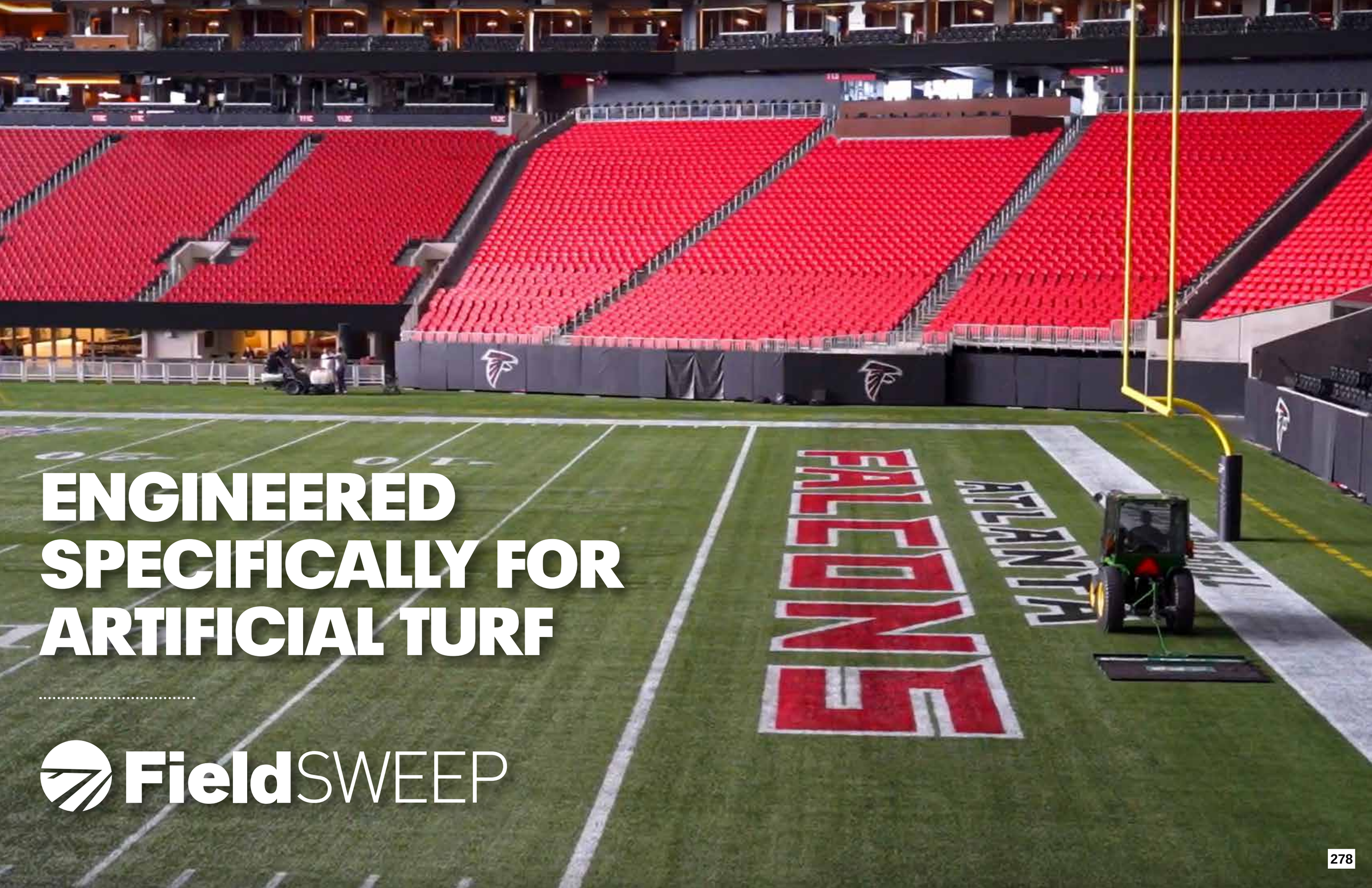
fig 2a

fig 2b

fig 3a

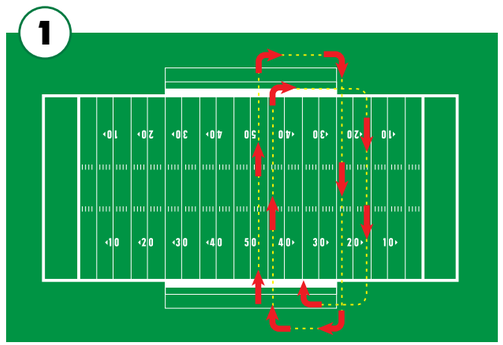
fig 3b

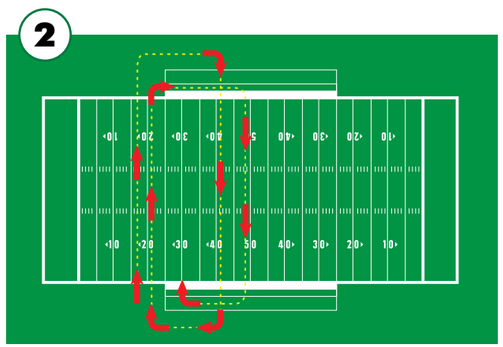
fig 4


ENGINEERED SPECIFICALLY FOR ARTIFICIAL TURF
FieldSWEEP
FALCONS
ATLANTA

OPERATING

We recommend separating the field in two sections and sweeping using the following direction of operation:





- Ensure that the entire FieldSweep is flat with the surface to maximize the debris collection
- The recommended speed range for most efficient operation is 6-8mph
- New fields only: Until infill settles, speed may need be to be reduced to 3-4 mph to prevent collecting higher amount of infill. Proper infill levels should be surveyed
- Regularly empty the sweeper of debris when the pockets are 25% full.

CAUTION: **DO NOT REVERSE** with sweeper attached to a vehicle. Forward motion only.

DEBRIS REMOVAL

1. With the FieldSweep attached to the tow vehicle, use the shake handles to lift the edge of the sweeper that is furthest from the vehicle. Shake out debris. We advise to remove the debris over a tarp for easy cleaning.
2. Lift the empty FieldSweep to one side of the vehicle and place flat on the ground.
3. Discard debris from tarp or surface

IMPORTANT: There is no requirement to remove mesh cover to clear debris.

FieldSWEEP OWNER'S MANUAL

MAINTENANCE

- Check components and fasteners after each sweep to ensure no damage has occurred. A damaged unit may cause potential harm.
- Cleaning is usually not necessary. Use water and a water-based detergent if required.
- FieldSweep unit can be cleaned using a pressure washer (Max 3000 PSI) and hung until fully dried. Use a flat nozzle and use caution with larger motor driven pressure cleaners.

CAUTION: Do not use petroleum, spirit-based or caustic cleaning agents.

STORAGE

- Make sure the sweeper is dry.
- Start at the rear of the mat and roll loosely from back to front.
- Place in the carry bag or carry strap.
- Store flat or hang vertically in a covered area

ORDER & MAINTENANCE

To order or for maintenance, please contact your FieldTurf service expert:

800-724-2969
info@fieldturf.com

FieldSWEEP 90"
FS2280-3MIG

Tandem Bar 180"
FSTB-01

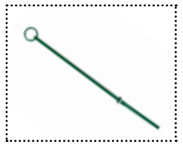
Tandem Square Receiver (Standard)
TBAS-50

Wall Mount Hook - 3 Mat
WM3-01

Mat Hat Ring - 150 mm
MHR-01

FieldSWEEP Standard Mesh Cover
FSM-2280

Tow Ring Handle (Standard)
FSTRH



Tow Ring Handle (Extension)
FSTRHE

Quick Release Pin Lanyard & Ferrules
QRP

Tandem Square Receiver (Extension)
TBAE-50

FieldSWEEP Leaf Dome Mesh Cover
FSLDM-2280

CHANGE THE GAME

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FieldTurf®
By Tarkett Sports

800-724-2969
info@fieldturf.com
fieldturf.com

FieldTurf®
A Tarkett Sports Company

MAINTENANCE GUIDELINES

YOU BOUGHT THE BEST NOW GIVE IT THE CARE IT DESERVES

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FIELDTURF MAINTENANCE GUIDELINES

WELCOME TO FIELDTURF!

It is my great pleasure to count you as part of the ever growing FieldTurf family. We're honored that you've chosen us to surface your facility with our world-class leading systems.

Proper maintenance will not only keep your field looking and playing at its best, but first and foremost it will provide your athletes with a playing surface that will assist them to perform at the peak of their abilities. At this time we invite you to read through our Maintenance Guidelines and keep them as a reference, when needed.

Have a question? Our dedicated team is here to help.

Phone: 1-877-725-TURF (8873)
E-Mail: customerservice@fieldturf.com

Again, thank you for being part of the family!

Sincerely,

Eric Daliere
President

CONNECT WITH YOUR FIELD

Join our exclusive customer program

CUSTOMER CONNECT

Please visit **fieldturf.com**
to sign up for this exclusive online aid for tips
and information on overall care of your FieldTurf field.

GETTING STARTED - THE ESSENTIALS

Maintenance Guidelines Acceptance Form

Ensure that the Maintenance Guidelines are read and understood by the proper maintenance personnel and that a copy of the Acceptance Form is signed and sent back to FieldTurf within 30 days of completed installation.

FIELDTURF OWNER'S MANUAL ACCEPTANCE FORM

Field Name: _____ Field Location: _____

Owner Representatives Presen: (Name & Title)

1. _____ 2. _____

3. _____ 4. _____

Training Session:

Date provided: _____ Duration: _____

The following were reviewed during the session:

- ☐ fieldTurf Maintenance Guidlines
- ☐ BARS
- ☐ Infill Replenishment Practices (High Traffic Areas)
- ☐ FieldCare - New Field Program Offer

Description of Equipment Provided: _____

_____

_____

- ☐ Maintenance equipment assembled by installation crew
- ☐ Equipment demonstration set up on utility vehicle provided by field owner
- ☐ Field maintenance training provided by installer with "Field Demo"

	Quantity Stock
field rolls - quantity:	
Sand - quantity (tons):	
Rubber - quantity (tons):	
Colored turf:	
Colored turf:	
Colored turf:	
Colored turf:	
other:	
Date received maintenance equipment:	

I, the undersigned, acknowledge having received the FieldTurf Owner's Manual for the product purchased by the Owner. By signing this document the Owner confirms that the above listed items have been provided/completed in conformance with the project requirements and delivered/accepted by the Owner.

Please give original copy to FieldTurf Representative and keep a photocopy for your records. **Read, Agreed and Accepted**

Authorized Personnel Name: _____ Authorized Signature: _____

Organization: _____ Date Submitted: _____

Installation Foreman: _____ Foreman Signature: _____

Certified Installer's Company: _____

MAINTENANCE LOG

Make sure all maintenance is done on a timely basis, and use our maintenance log chart to keep an up-to-date reference of all work done on your field. This will help you keep a record of all maintenance procedures performed.

OFFICIAL FIELDTURF MAINTENANCE LOG

Date Form Submitted (M/D/Y): _____ Organization: _____

Name of Field: _____ Name of Maintainer: _____

stages	date	name	signature
Surface Brushing **Recommended Frequency:** Every 4-6 weeks	(M/D/Y)		
	(M/D/Y)		
	(M/D/Y)		
	(M/D/Y)		
Surface Aerating **Recommended Frequency:** Maximum 2-3 times/year (beginning in 2nd year)	(M/D/Y)		
	(M/D/Y)		
	(M/D/Y)		
	(M/D/Y)		
Surface Raking **Recommended Frequency:** Every 4-6 weeks	(M/D/Y)		
	(M/D/Y)		
	(M/D/Y)		
	(M/D/Y)		
Surface Sweeping **Recommended Frequency:** As needed	(M/D/Y)		
	(M/D/Y)		
	(M/D/Y)		
	(M/D/Y)		
Additional Maintenance Activities (specify) **Recommended Frequency:** As needed	(M/D/Y)		
	(M/D/Y)		
	(M/D/Y)		
	(M/D/Y)		
Complete Inspection of Line Markings, Seams and High Traffic Areas **Recommended Frequency:** As needed	(M/D/Y)		
	(M/D/Y)		
	(M/D/Y)		
	(M/D/Y)		
Infill Top Dressing (high-traffic areas) **Recommended Frequency:** As needed	(M/D/Y)		
	(M/D/Y)		
	(M/D/Y)		
	(M/D/Y)		
Snow Removal **Recommended Frequency:** As needed	(M/D/Y)		
	(M/D/Y)		
	(M/D/Y)		
	(M/D/Y)		

There are three ways to submit this completed form:

1. **Fax:** 514-340-9374
2. **Email:** customerservice@fieldturf.com
3. **Physical Mail:** 7445 Côte-de-Liesse Road Suite 200, Montreal Quebec H4T 1G2 Canada

Tarkett SPORTS

An editable copy of the FieldTurf Maintenance log can be downloaded at: customerconnect.fieldturf.com

BARS

BRUSHING AERATING RAKING SWEEPING

THERE ARE 4 BASIC MAINTENANCE OPERATIONS THAT ALL FIELDTURF FIELDS REQUIRE ACCORDING TO OUR RECOMMENDED MAINTENANCE SCHEDULE.

WE SIMPLY CALL IT BARS
BRUSHING, AERATING, RAKING AND SWEEPING.

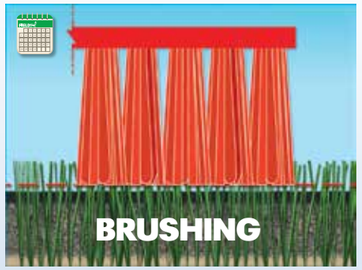
TOW VEHICLES: The minimum requirement to pull groomers and sweepers should be vehicles that have at least 20HP and be equipped with Turf tires. Vehicles should not exceed 70 PSI / 10,080 PSF of pressure on the Turf/Base system. Hydraulic capabilities are not necessary with any of FieldTurf's current Groomers or Sweepers as all are mechanically driven.

SETTING SWEEPERS: When setting Sweepers for use, make sure that the brushes never penetrate the infill. Proper removal of debris will only require the brushes to penetrate the top of the fibers.

SETTING GROOMERS: When setting the Groomer components for use, the rotating tines should penetrate the infill by 3/4". The rakes should penetrate the infill by 1/2". The brushes should not penetrate the infill.

N.B. If you are subscribed to a Field Care Program, please consult your Field Care Manager for recommended grooming frequencies. Grooming systems equipped with internal/external rotary brushes should be limited to frequencies of 2-3 times per year.

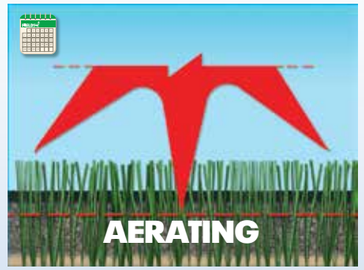
A SUMMARY OF THE STEPS TO FOLLOW FOR LONG-LASTING PERFORMANCE



Brushing

Rejuvenates the matted fibers and levels the top portion of the infill.

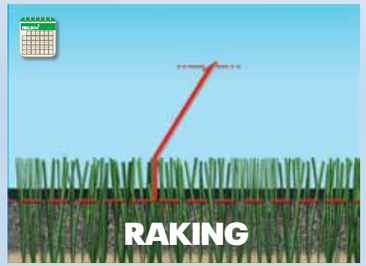
EVERY 4-6 WEEKS



Aerating

Rotating tines are designed to penetrate and loosen the infill to avoid minor compaction.

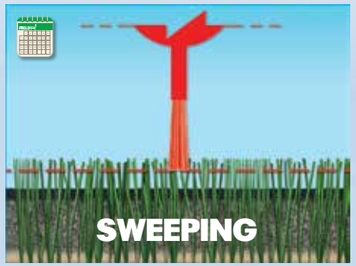
MAXIMUM 3 TIMES/YEAR (BEGINNING 2ND YEAR)



Raking

Prevents fibers from matting down and ensures that the infill is loosened.

EVERY 4-6 WEEKS



Sweeping

A clean field ensures that foreign material or debris does not get into the infill.

AS NEEDED

OTHER NECESSARY MAINTENANCE PROCEDURES SHOULD BE DONE PERIODICALLY AND ACCORDING TO USAGE.

INSPECT LINES & MARKINGS

It is important to notify our Customer Service department if any line markings or seams come apart.

AS NEEDED

INFILL TOPDRESSING

Adding rubber to the top layer of infill may be necessary in high traffic areas.

AS NEEDED

SNOW REMOVAL

If you need to remove snow from your field, adhering to proper guidelines is vital. **(See page 38)**

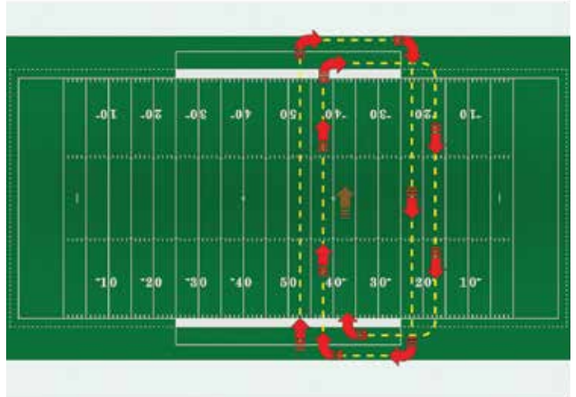
AS NEEDED

FIELD COVERING

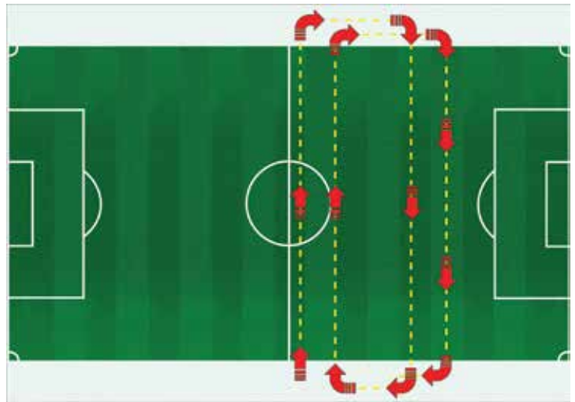
Use FieldTurf Armour protection systems for any events that require field covering and vehicle access. **(See page 23-28)**

DIRECTION OF OPERATION

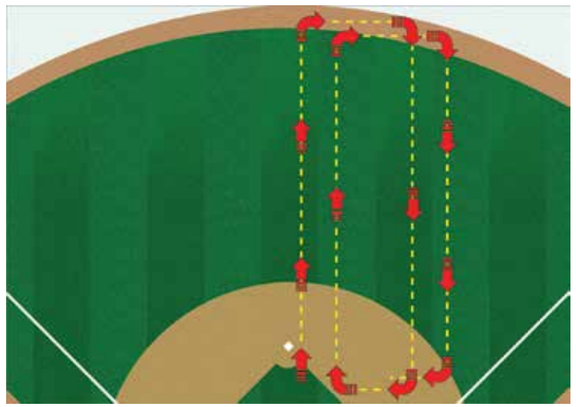
This diagram indicates the ideal method of operation for all FieldTurf machines and BARS procedures. Starting on the sidelines at the edge of the center of the field, cross the field from one side to the other in a straight line. Then go down the sidelines 25 yards and cross the field again to the other side. Next, go up the field 20 yards and cross the field again. Repeat this procedure from the center to both ends of the field until the grooming is complete. Rotating start position and end direction is recommended. The last passes should be end to end on the side panels.



FOOTBALL



SOCCER



BASEBALL

KEY FACTS ABOUT FIELDTURF MAINTENANCE EQUIPMENT

IMPROPER USE CAN DAMAGE YOUR EQUIPMENT AND YOUR FIELD. PLEASE TAKE NOTE OF THE FOLLOWING KEY FACTS:

- Make sure all equipment is clean before entering the field
- Do not operate any equipment until it is on the field
- Do not operate any equipment while in a stationary position
- Always turn off equipment just before stopping
- When sweeping, check your collector basket immediately after starting and do so often
- Collecting too much rubber while sweeping will indicate improper settings
- Pay special attention to high traffic areas, where the fibers and infill levels may be different from other parts of the field, and adjust your settings accordingly. As with any equipment, always read the manual before operating.

APPROVED ACTIVITIES

OUR FIELDTURF SURFACE HAS BEEN DESIGNED FOR THE FOLLOWING APPROVED AND PERMITTED ACTIVITIES, IN ADDITION TO A WIDE RANGE OF NON-SPORTING ACTIVITIES:

Athletics such as shot put, hammer throw, discus and even javelin (fitted with a rubber tip), can be occasionally performed on FieldTurf. Ideally, the landing area should be outside the playing area but if unavoidable the field should be covered with alternative covering to prevent damage to the FieldTurf surface.

To insure optimum performance of your FieldTurf field we recommend that repetitive training drills and activities be rotated to prevent continuous wear at a single location.

- Football
- Field Hockey
- Baseball/Softball
- Lacrosse
- Soccer
- Rugby
- Physical Education
- Pedestrian traffic
- Graduation
- Concerts
- Events
- Outdoor Ice Hockey Games

PROHIBITIONS

Your FieldTurf field should be kept free from food, gum, sunflower seeds, glass, cigarettes, fireworks, driving stakes and any sharp objects that will risk damage to the field and injury to players. Your field should also be kept free from debris, leaves, paper and windblown material. It is imperative that your FieldTurf field be a designated non-smoking area. Unauthorized maintenance equipment and personnel are prohibited.

FIELDTURF SUPPLIES ITS CLIENTS WITH 2 COMPLIMENTARY SIGNS TO HANG AT THE ENTRANCE OF THE FIELD AND AROUND THE PERIMETER IN ORDER TO CLEARLY DEMONSTRATE THE MAJOR PROHIBITIONS ON FIELDTURF.

GRADUATION GUIDELINES

FieldTurf has developed ideal covering systems that are suitable for all types of events, including Graduation ceremonies, called the FieldTurf Armour systems (Pages 23-28). A request for Information/Pricing can be obtained by visiting www.fieldturf.com

Though it is always preferable to cover the Surface as shown in the Guidelines, budgets permitting, many have held this event without covering the main area of the field itself.

If the field is new, less than 6 months old, conditions might be different than with a mature field. Since Graduation events are traditionally held in the spring, depending on climactic conditions, the field might get a chance to "weather" through the winter months, so it will be important to test the chairs on the surface, as indicated below, if it is chosen not to cover that area of the field.

Though post chairs will generally not damage the surface, they do tend to sink a bit; a quick test will show you the end result. If post chairs are used without a Field covering however, those equipped with rubber stoppers are a must. The chairs should only create small "Divot" holes that should generally disappear when the field is groomed after the event. Again, testing the end results off the main field of play is always recommended.

Depending on the final set-up, ladies will find heels very difficult to walk in. Many have recommended that the ladies either wear/or bring "Flats" for their own comfort. Another option to full covering would be to cover the aisles with recommended covering or plywood, then conventional carpeting over the top.

It will be imperative, however, to cover the area under the staging. Either a recommended covering (i.e. FieldTurf Armour), the Equivalent protection using similar systems or 4' X 8' (3/4") plywood sheets which can be doubled or tripled, as required, under the stage footings. The thickness used will depend on the PSI that exceeds the allowable 70 PSI / 10,080 PSF (as indicated in the "Vehicle Circulation" guidelines (Page 39). A tarp or plastic covering underneath should be used to avoid splinters getting into the grass.

It should be noted that your FieldTurf warranty covers the components and Installation of your FieldTurf product. Though all efforts are made to provide appropriate directives for the staging of events other than the sporting activities set out in the warranty, the responsibility remains on the owner for any mishaps or damages that might occur; however no breach in warranty exists with the staging of such events.

A thorough grooming is recommended after the event.
(See pages 40-41 if assistance is needed.)

Two examples:

Chairs with "Full contact to the surface" are ideal, if available. An example:

FieldTurf ARMOUR

FieldTurf Armour turf protection systems are in use worldwide at prestigious arenas and stadiums and have proven themselves through extensive use. Whether you are having a large concert or a small on-field gathering, FieldTurf Armour will protect your turf against damage and keep your visitors safe and comfortable.

Increase revenue and flexibility and open your building to trade shows, concerts, corporate events, graduations and anything else you can conceive of. We have the experience, the expertise and the range of products to satisfy nearly any flooring requirement.

You can install chairs, staging and other equipment without damage. Drive forklifts, move carts and place equipment easily on artificial turf, running tracks and other sensitive surfaces.

All of our systems are interlocking, modular, expandable, and allow for unique configurations and customized layouts. FieldTurf Armour is easy to install, dismantle and store. Sections can be installed quickly and are designed for regular and repeated use.

FieldTurf ARMOUR

FIELDTURF
ARMOUR LD

LIGHT-DUTY TURF PROTECTION

- Module Size: 6' x 3' x 1.5"
- Panel Weight: 36 lbs.
- Weight: 2.0 lbs per sq ft
- Supports: 28,800 lbs per sq ft
- Suitable for guest areas, chairs and light equipment
- Interlocking flange panel connection
- Built-in cam locks secure adjoining panels with twist of T-bar tool
- Transition edging

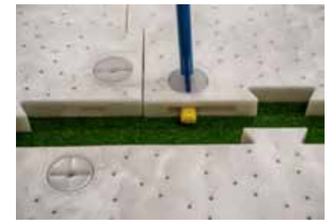
FIELDTURF
ARMOUR HD

HEAVY-DUTY TURF PROTECTION
& PORTABLE ROADWAYS

- Module size: 6' x 3' x 1.5"
- Panel Weight: 55 lbs.
- Weight: 3.05 lbs per sq ft
- Supports: 86,400 lbs per sq ft
- Suitable for heavy weights from vehicles, forklifts and other heavy loads
- Interlocking flange panel connection design
- Built-in cam locks secure adjoining panels with twist of T-bar tool
- Transition edging

FIELDTURF ARMOUR LD

FieldTurf ARMOUR
LIGHT DUTY PROTECTION



FieldTurf Armour LD was designed specifically for all types of natural grass and synthetic turf and offers a greater level of protection against debris, liquids and dirt.

Designed to minimize wear and damage to your turf, FieldTurf Armour LD protects against surface abrasion, surface and base compaction and contamination of the turf and the infill as a result of attendee traffic.

Aeration holes allow in light, air and moisture and allow drainage to maintain the health of turf or grass surfaces. Translucent material allows sunlight to reach turf beneath.

FIELDTURF ARMOUR LD DEPLOYS RAPIDLY IN ANY STADIUM

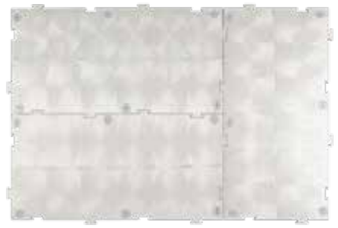
- Designed to be easily deployed without tools
- Completely expandable and configurable as required on-site
- Pre-assembled sections are packed efficiently for easy transport and storage
- Innovative puzzle-piece design for fast omnidirectional installation
- System contours to the field as needed to accommodate surface imperfections
- A 60,000 sq ft (5,574 sqm) stadium can be deployed in 4 hours with a crew of 10

FIELDTURF ARMOUR LD IS MADE USING THE HIGHEST QUALITY MATERIALS

- High-quality co-polymer plastic has izod impact value
- Specific no-break characteristics
- 5-year UV package prevents brittleness
- High ethylene content provides flexure and prevents cracking
- Connector tabs are designed with flexure to prevent breakage

As a result of high quality material formulation, FieldTurf Armour LD is able to resist the rigors of regular use and will not break, crack, fade or become brittle. It has proven itself worldwide in all climates and conditions.

FIELDTURF ARMOUR HD



Our premium turf protection system is designed to handle heavy loads and to provide the ultimate in stability and ground protection. It is the most advanced engineered stadium flooring system on the market today and offers superior protection for all types of surfaces and infills.

FieldTurf Armour Hd is a large panel system that features an integrated connection system, a durable cam lock system with no loose parts. Each section has a useable surface area of 18 ft^2 and is 1.5 inches thick, thus providing maximum rigidity and surface protection. Sections connect more quickly than other stadium flooring systems, minimizing labor and installation time.

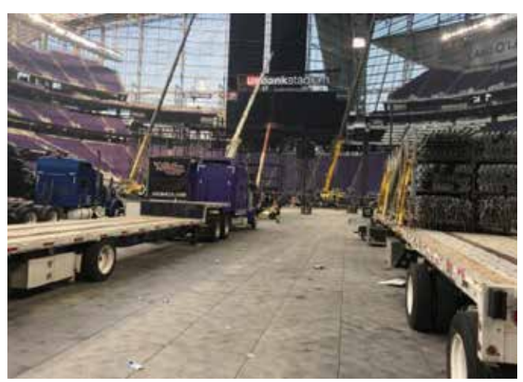
FieldTurf Armour HD offers greater protection against moisture and debris. An internal ribbing support system adds superior strength and support and provides additional peace of mind when transporting heavier payloads over the floor.

FIELDTURF ARMOUR HU IS DESIGNED TO HANDLE HEAVY WEIGHTS

- Handles heavy weights from vehicles, forklifts, and other moving loads
- Ideal choice for both front-of-house and backstage areas
- Features a simple interlocking connection and built-in cam locking system with no loose parts
- Provides superior life span and long-term durability
- FieldTurf Armour HD's safety features include secure traction pattern, built-in handholds and dimpled undersurface

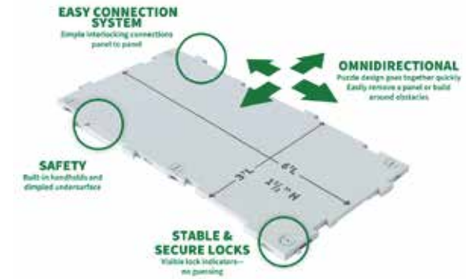
FieldTurf ARMOUR

HEAVY-DUTY PROTECTION



FIELDTURF MAINTENANCE GUIDELINES

FieldTurf ARMOUR



FIELDTURF ARMOUR HD IS MANUFACTURED USING THE HIGHEST QUALITY MATERIALS.

- Made from the finest High Density Plastic (HDPE)
- Reinforced with additives for added strength, flex modulus, and izod impact value.
- Built in 5-year UV package prevents degradation and brittleness.
- Integrated cam locks keep panels secure with no loose parts.

FIELDTURF ARMOUR HD IS THE MOST COMPREHENSIVELY ENGINEERED SYSTEM, DESIGNED TO HANDLE THE RIGORS OF CONCERT AND STADIUM USE.

- FieldTurf Armour HD is the lowest maintenance heavy-duty system available.
- Attractive anti-slip tread pattern and finish is easy to clean.
- No unsightly patterns to catch dirt.
- No submerged channels to trap food or debris.

ROUTINE MAINTENANCE

REMOVAL OF WEEDS AND MOSS

FieldTurf's superior artificial grass surfaces may look like grass, feel like grass and play like grass; however, if not properly maintained, much like its natural grass cousin, it may still become susceptible to some of grass lovers' natural foes: weeds and moss. It is important to prevent weeds and moss from growing on FieldTurf as it can affect the playability of the surface. Although routine maintenance will prevent this from happening, weeds and/or moss may occur at the interface between the synthetic grass and the perimeter curb.

Should this occur, spray the area with a biodegradable weed killer or remove the the weeds by hand or with a 3-prong tool.

MOSS COULD GROW ON THE FIELD SURFACE IF THE FOLLOWING CONDITIONS ARE PRESENT:

- The field surface has not been maintained or groomed over a long period of time.
- If there is an unusual amount of shade on the field and the field has been neglected.
- If the field surface has been left covered with vinyl tarps over a long period of time.
- If there is sufficient moisture and any/all other conditions for growth are met.

SHOE CLEANING

Cleaning mud and dirt from cleated shoes with the use of brushes or cleat cleaners placed near the field will prevent soiling and staining of the field surface.

- Cleaning tools should not be placed directly on the FieldTurf surface.
- Various models are available online or in most sports stores.

MAINTENANCE CARE PRODUCTS

Depth Gauge

Emergency Repair Kit

EQUIPMENT

FieldTurf has a complete lineup of custom equipment engineered to facilitate all your maintenance requirements. All equipment or vehicles used on FieldTurf must be equipped with turf tires. Equipment must be stored indoors or outdoors with proper covering, such as a tarp.

The list of approved maintenance equipment includes the FieldTurf GroomRight, the FieldTurf GroomRight Wings, the FieldTurf SweepRight, the FieldTurf SweepRight Pro and the FieldTurf Tow Behind Magnet.

Please be aware that "off the shelf" maintenance equipment can damage your field. If you are unsure if your maintenance equipment is allowable or prohibited, please contact the FieldTurf Customer Service Department.

NOTE: Sweeping of the field must be done right after any other maintenance procedure to prevent any foreign material from settling into the infill before usage.

BARS
BRUSHING AERATING RAKING SWEEPING

FIELDTURF GROOMRIGHT

The FieldTurf GroomRight is the turf industry's most efficient piece of maintenance equipment. It consists of multiple brushes, rakes and rotating tines. Each of these components can be used individually or all together.

The aerating component features rotating tines located at the center of the unit, to loosen the infill without damage to the fibers.

The brushing and raking components are designed to level the infill while at the same time rejuvenating fibers.

SETTING:

When setting the FieldTurf GroomRight for use, the rotating tines should penetrate the infill by ¾". The rakes should penetrate the infill by ½". The brushes should not penetrate the infill.

- FREQUENCY:
  - Raking: 4 - 6 weeks
  - Brushing: 4 - 6 weeks
  - Aerating: Maximum of 3 times / year, ideally after every sport season and after snow clearing, if applicable (beginning in 2nd year)
- RECOMMENDED VEHICLE: Small garden tractor, gator or larger vehicle, minimum 20HP, equipped with Turf Tires
- SPEED: 3 MPH – always make wide turns

BRUSHING AERATING RAKING SWEEPING

FIELDTURF SWEEPRIGHT

FieldTurf SweepRight is a mechanically driven unit designed to remove larger fallen debris from the FieldTurf surface, and it is the most economical and efficient machine for sweeping. Debris should always be removed as soon as possible. The system also features a mesh plate to facilitate debris pick-up and re-distribution of the Infill back into the field.

SETTING:

When setting the SweepRight for use, make sure that the brushes never penetrate the infill. Proper removal of debris will only require the brushes to penetrate the top of the fibers.

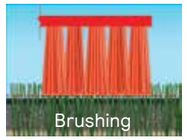
- Frequency: As needed
- Recommended Vehicle: Small garden tractor, gator or larger vehicle, minimum 20HP, equipped with Turf Tires
- Speed: 3 mph – always make wide turns
- Same setting for the SweepRight and SweepRight Pro.

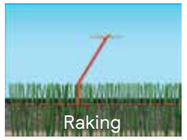
FIELDTURF SWEEPRIGHT PRO

FieldTurf SweepRight Pro is a gear-driven sweeping system with 6' brush and vibrating debris hopper to sift infill material.

N.B. The sweeper baskets should be monitored/emptied periodically to avoid Infill accumulation mixed with the debris.

BRUSHING AERATING RAKING SWEEPING





FIELDTURF STATIC BRUSH

FieldTurf Static Brush has a 7' static drag brush and spring tine system. Designed to lift synthetic fibers and level infill material. Brush height and spring tines are independently adjustable.

SETTING:

When setting the Static Brush for use, the brushes should not penetrate the infill. The rakes should penetrate the infill by ½".

- Frequency:
  - Raking: 4 - 6 weeks
  - Brushing: 4 - 6 weeks
- Recommended Vehicle: Small garden tractor, gator or larger vehicle, minimum 20HP, equipped with Turf Tires
- Speed: 3 mph – always make wide turns

ACCESSORIES

FIELDTURF GROOMRIGHT WINGS

Removable and adjustable brush extensions extend the unit to 14 feet in order to level off infill and raise fibers for better field playability.

FIELDTURF TOW BEHIND MAGNET

- 7' tow behind magnet
- Detachable tow hitch
- Works independently or as an attachment for the SweepRight Pro or GroomRight.
- Quick release pull handle for debris removal

THE FOLLOWING FIELDTURF PRODUCTS HAVE BEEN TESTED AND ARE ENVIRONMENTALLY SAFE TO USE ON FIELDTURF FIELDS.

FIELDTURF SCRUB DETERGENT

FieldTurf Scrub is a powerful turf optimized cleaner, conditioner and sanitizer, which can be used for removal of grease and oil, and is chemically formulated to be compatible with other FieldTurf treatment products, such as liquid static conditioners. Its proprietary surfactant system will also assist in keeping surface drainage at optimum levels. FieldScrub can also be used in an emergency situation to help clean up bodily fluids. It may also be used to clean and decontaminate surrounding surfaces, such as benches, equipment, and other items. FieldScrub's Alkali-free formula is user friendly and rinses freely, leaving no harsh residues. Regular cleaning with FieldScrub alleviates the normal buildup of atmospheric residues and revitalizes the turf fibers.

HOW TO USE:

Dilute Fieldturf Scrub as follows in warm or cold water, and apply by brushing or spraying for spot cleaning and Industrial sprayer for entire field application. RINSE well with clean water before using the field.

Suggested application rate of 1:40 will require 4 liters (1 US Gallon) to cover 10,000 square feet.

- Heavy dirt, grease, equipment fluids and oil – pure to 1:4
- Light dirt, grease and oil – 1:8
- General purpose cleaning – 1:40 to 1:80

RECOMMENDED USE:

Yearly for Outdoor fields. Once/Twice per year for Indoor facilities (with adequate drainage).

1L

FIELDTURF STATIC CONDITIONER

FieldTurf Static Control is specifically formulated for the effective control of electrical static buildup on artificial grass systems. The product is safe for application on FieldTurf surfaces without affecting the color and appearance of your FieldTurf field.

HOW TO USE:

Apply diluted as required to the surface to be treated by spray mist and allow it to dry. The suggested application rate is 850 to 1000 square feet per gallon. Reapply as necessary to maintain desired level of protection.

1 liter will make 22 US Gallons and will cover approximately 20,000 square feet.
To minimize aerosol generation application pressure should be kept below 40 psi.

1L

FIELDTURF MAINTENANCE GUIDELINES

FIELDTURF GUM REMOVER

FieldTurf Gum Remover is an effective all natural biodegradable solvent formulated for removing gum, tar, and adhesives from FieldTurf surfaces. It can also be used as a spot degreaser and deodorizer.

HOW TO USE:

STEP 1:
Using a 1.5-2 inch wide Metal putty knife, isolate the gum with the attached turf fibers by placing the end of the knife at the base of the affected fiber at a 45 degree angle. Push the fibers with the attached gum onto the knife.

STEP 2:
Saturate a small area of a clean white terry rag with **FGR** and apply to the gum resting on the knife surface. Let the solvent penetrate for 1 to 2 minutes to soften the gum, leaving the rag in place. **DO NOT POUR FGR DIRECTLY ON THE GUM, AS THIS MAY DAMAGE THE INFILL AND AFFECT THE BACKING.**

STEP 3:
Holding the knife firmly (taking care not to cut the fibers), gently rub the gum up the putty knife surface toward the handle. This will remove the gum from the FieldTurf surface.

1L

PAINTING

PAINTING ON FIELDTURF'S FIBERS

Before beginning to paint on your field, it is imperative that you contact FieldTurf's Customer Service Department for guidance on specific types of paint to use, recommended suppliers, machines, and proper PSI machine settings.

It should be noted that paint buildup over time will affect paint adhesion, aesthetics and possibly drainage in those areas. It is recommended that paint removal be done approximately after every 5 applications before paint re-application is done. It will be equally important to verify the infill below the surface for paint contamination. This area should be flushed through if necessary. In severe cases, where the infill is totally covered in paint, the infill might have to be removed and replaced.

BELOW IS A LIST OF PAINTING SPECIFICATIONS

TYPE OF MACHINE: AIRLESS SPRAYER

- 800-1000 psi for end zones, logos: tip must be handheld 18" above the surface.
- 700 psi for 4" lines: tip must be held 4" above the surface.

It is important to note that the pressure should be adjusted accordingly so that only the fibers are being painted and NOT the infill. Spray angle should be between 45 and 60 degrees.

SPRAY TIP	
415/417	For painting logos and large end zone areas with handheld wand
315/317	For painting 4" lines with airless sprayer lining equipment

ANGLE TO SPRAY: 45 TO 60 DEGREES

Recommended Application Temperature: above 50°F ambient (temperature should not fall below 50°F within 24 hours after the application).

NUMBER OF COATS: Apply in 2 directions to cover both sides of each blade. Fibers have to be dry before recoating (depending on the climatic conditions). End zones and/or logos may need more than 2 applications. Applying a white primer coat is recommended for logos only.

TIME TO DRY: Preferably overnight; otherwise 6 to 8 hours at 70°F and 50% humidity.

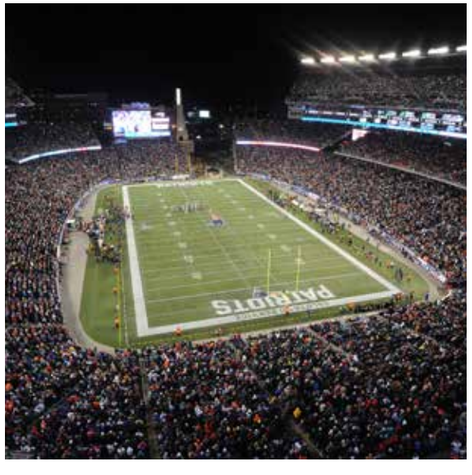
PAINT COVERAGE: For two medium coats each way: approximately 200 square feet or 600-700 linear feet per gallon based on a 4" wide line.

REMOVER COVERAGE: Approximately 500 square feet per gallon or 1500 linear feet based on a 4" wide line.

LIFE EXPECTANCY	OPEN	UNOPENED
Paint	Up to 6 months with lid properly replaced	At least 6 months
Remover	Up to 6 months with lid properly replaced	At least 12 months

DIRECTIVES FOR THE REMOVAL OF LOGOS, END ZONES AND ALL FIELD MARKINGS

1. First and foremost, the surface should be brushed in both directions to allow the fibers to stand up.
2. Apply removing solution, either pure or diluted, depending on what type of paint you are using (only approved removers should be used based on the paint manufacturer's recommendations – contact FieldTurf Customer Service if you are unsure). Brush in both directions, this will ensure full saturation of the grass fibers. Apply the remover a second time and let stand 10 minutes, depending on the climatic conditions. Remover will dry almost on contact in extremely hot conditions. If this is the case, removal should be attempted in short segments.
3. Use of a broom, brush or any grooming or removing equipment approved for the FieldTurf surface might be necessary.
4. Rinse the surface with clean water to remove any extra paint residue. For best results, use hot water.
5. Leave sufficient time for the surface to dry completely before allowing any activity to resume on your field.
6. The rate of removal may vary due to conditions beyond your control (type of paint, number of coats, exposure, etc). It may be necessary for a second application; if so, repeat the process in the opposite direction.
7. Some infill may be displaced. To avoid this, make sure the brushes used do not penetrate too deep into the infill.
8. Any excess paint will likely be deposited into the infill. Buildup over time will cause the infilled surface to harden. FLUSHING THE SYSTEM WITH WATER (PREFERABLY HOT) IS IMPERATIVE.
9. The use of a paint extracting unit is also very effective to prevent buildup over time. It should be noted that if the above steps are followed your FieldTurf system can be painted multiple times over its life.
10. FieldTurf cannot be responsible for any consequences due to non-compliance of the above directives.



ANY SUBSEQUENT MEASURES NECESSARY TO RESTORE THE INFILLED SYSTEM BACK TO ITS ORIGINAL STATE IS NOT COVERED UNDER OUR WARRANTY AND WOULD BE AT THE OWNER'S EXPENSE.

SNOW REMOVAL

WEATHER CONDITIONS
Generally, the components themselves that make up the FieldTurf system don't freeze, but of course the moisture that seeps into the Infill does. This creates good conditions that allow you to plow snow without moving, or removing much Infill. A snow blower may also be used. One of the most important factors in Snow Removal is the temperature; the ideal climactic conditions for plowing are always below freezing (25F/-5C). Hopefully the temperature will rise above freezing during the day, and the rest of the remaining snow will melt through, especially if the sun comes out.

FREQUENCY
Plowing periodically during the winter months is recommended to avoid a large buildup which makes removal more tedious.

DIRECTION OF OPERATION
Page 20 shows the Direction of Operation for Field Grooming, which would also apply to snow removal. If restrictions prevent you from accumulation on the sidelines, then a"North/South" direction is acceptable, since in any case, a small layer of snow will be left behind.

ICE MELT
If chosen, even recommended de-icers should always be tested off the main field of play, to ensure the safety of the surface and the lack of residue left behind. From experience, there are some things we do know; that all Ice melt solutions can leave a residue, which might affect ball handling in football and ball reaction, such as in soccer. Footing can also be slippery, again testing all of the "factors" off the field of play before full field application is recommended. One final thought is that Mother Nature should provide plenty of rain in the spring to flush these chemicals through the system. It might be a good idea though, when the temperatures remain above freezing for 4-5 days, to water the surface to insure that no residue is left behind.

OUR FIELD CARE EXPERTS ARE MORE THAN AVAILABLE AND QUALIFIED TO PERFORM THE WORK FOR YOU. PLEASE CONTACT YOUR CUSTOMER SERVICE CO-ORDINATOR FOR FURTHER INFORMATION, AS WELL AS A LIST OF RECOMMENDED EQUIPMENT AND MELTING COMPOUNDS THAT CAN BE SAFELY USED.

LOAD BEARING
Typically, the load bearing capacity of the FieldTurf system and sub-base (this should be verified with the Base Contractor) can withstand pressure up to 70 PSI / 10,080 PSF (see page 39). Factors to always consider are that if the weather temperature rises above freezing, and both the FieldTurf and base begin to thaw and are wet, then the PSI is affected by these changes in atmospheric conditions, which is no different than with a natural grass surface. It is always recommended to test the equipment first on the FieldTurf

surface but off the main field of play itself. For example, on the sidelines where the panels run parallel to the field and usually no markings appear. You will also be going in the direction of the seams, so this should give you a comfort level for adjustments etc.

ASSISTANCE
Your Customer Service Coordinator can be contacted for assistance with snow removal via our FieldCare program (see page 22), however, if you choose not to do it yourself, they can also assist you with recommended snow removal attachments, if needed.

HELPFUL DO'S AND DON'TS

DO

- Plow when the Temperature is below freezing
- Leave a small layer of snow on the surface
- Test Methods/Equipment off the main field of Play
- Contact Customer Service/Field Care for Assistance if needed

DON'T

- Plow when the temperature is above freezing
- Use non-approved melting compounds
- Proceed until testing all Compounds/Components first
- Use unauthorized 3rd

VEHICLE CIRCULATION

YOUR FIELDTURF FIELD IS DESIGNED TO ACCOMMODATE VEHICLE LOADS WITHOUT CAUSING DAMAGE TO THE FIELD SURFACE, PROVIDED THE FOLLOWING CONDITIONS AND RECOMMENDATIONS ARE FOLLOWED:

- Do not leave vehicles idling or unattended. Heat generated by the exhaust could singe fibers.
- Ensure that the machines being used on the field are not leaking.
- Typically, bases supporting your FieldTurf field are designed for a maximum load-bearing capacity of 70 pounds per square inch (70 PSI / 10,080 PSF). Vehicles circulating on your field should conform to this load-bearing capacity limit, unless your base has been specially designed to support heavier loads. Please refer to your internal design criteria to verify the maximum acceptable load your field can accommodate.
- Only vehicles equipped with pneumatic rubber turf tires should be allowed to circulate directly on the field surface.
- Turning of the vehicle on the surface should be done in a wide radius.
- Turning of the vehicle should only be done when the vehicle is in forward motion.
- All vehicles should circulate at slow speeds at all times.
- Abrupt and sudden braking must be avoided.
- Sudden acceleration and spinning of wheels must be avoided.
- Vehicle wheels should be clean at all times to prevent mud or dirt from being deposited on the field surface.
- All vehicles in direct contact with FieldTurf surfaces should be inspected for possible leakage of oil or hydraulic fluids prior to accessing the field.
- In order to avoid rutting of the infill and of the underlying base, circulation of vehicles on outdoor saturated fields must be avoided.
- To protect against heavy and larger sized vehicle circulation, a layer of ¾" thick plywood must be placed over a vinyl tarp covering the field to a minimum distance of 40' to 60' (12 to 20m) and should be installed at all entrance and exit points to the field.
- Please note: The FieldTurf surface should be groomed and swept following heavy traffic.

HELP

In addition to these guidelines, there are three ways to get answers to any FieldTurf questions you may have:

1 – Contact our Customer Service Department at 1-877-725-TURF (8873)
2 – Please contact customer service for any hard copies needed.

FIELDCARE MAINTENANCE PROGRAM

FieldTurf's FieldCare Maintenance Program will help you maintain performance, enhance the longevity of your field and increase the return on your investment.

At each visit, certified technicians execute these 5 procedures:

1. Take multiple infill depth measurements to verify surface planarity.
2. Make minor warranted seam and inlay repairs, not to exceed eight (8) repairs.
3. Add light infill to high-traffic areas.
4. Power clean field perimeter.
5. Provide a written Pre and Post-Session field report.

ADVANCED CARE

Advanced Care is ideal for aged surfaces and/or fields with heavy use. It provides deep grooming and fiber rejuvenation in these 5 steps:

- Deep field decompaction.
- Magnet sweep for metal debris.
- Rotary brushing to raise turf fibers and to deposit any contaminated infill into vibrating screen for debris collection.
- Cleaned infill is then redistributed back into the field using a weighted power brush and vacuum.
- Vacuuming to remove fine dust and debris from field surface.

STANDARD CARE

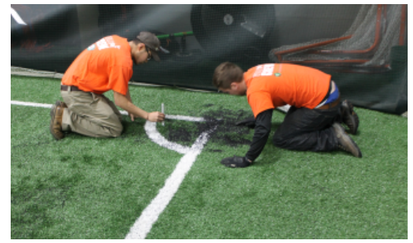
Standard Care provides the 4 basic services for debris removal, field decompaction and infill redistribution:

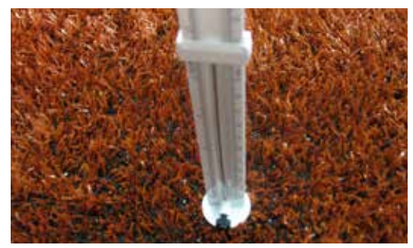
- Sweep field for large debris.
- Decompact field at appropriate depth for age of fiber and current field conditions.
- Brush in multi-directions with static brush to redistribute infill.
- Re-sweep the field for fine debris.

CUSTOM CARE

Custom Care is designed by the FieldCare Service Team to fit your specific maintenance needs. This includes 1 to 6 visits per year with a combination of Standard Care and Advanced Care maintenance, along with other custom services, which include:

- Field line striping
- GMAX testing
- Anti-microbial spray
- Anti-static spray
- Infill top dressing and replenishment
- Removal of clay migration
- Snow plowing





FIELDCARE MAINTENANCE SUMMARY REPORT

NAME OF FIELD/SITE:

Time of Arrival: ..... Time of Departure: ..... Service Visit Date: .....

Contact Name: ..... Classification of Service: .....

Phone #: ..... Site Address: .....

Billing Address: ..... Field Square Footage: .....

GMAX: Y ..... N ..... Primary Sports: .....

Service Provider/Technicians: ..... Field Fiber Type: .....

Fiber Height: ..... Install Date: .....

Report Submitted by: ..... Date of Last FC Service Session: .....

(If no date: Please write "NEW FC Customer")

PRE-FIELD INSPECTION NOTES BY TECHNICIAN (FROM WALKTHROUGH)

MAINTENANCE SERVICES PROVIDED: ☐ STANDARD CARE ☐ ADVANCED CARE OTHER

- ☐ Aggressive Brushing / Leveling
- ☐ Static Brush
- ☐ Power Static Brushing
- ☐ Power Brush & Vac
- ☐ 3-Step Deep Power Grooming *(Only advanced care)*
- ☐ General Field Sweeping
- ☐ Field Metal Magnet Sweep
- ☐ Static Drag Mat
- ☐ Gmax Testing
- ☐ Power Broom *(Perimeter edges & specialty areas)*
- ☐ Anti-Microbial Spray
- ☐ Anti-Static Spray
- ☐ Refill Infill in High Traffic Areas *(Rubber/Sand Infill Mix > 250lbs = Additional Charge for Material/Labor).*
- ☐ Total Vegetation Control *(Perimeter edge only)*
- ☐ Standard Infill Decompaction *(Not to exceed 1 inch depth)*
- ☐ Tier 2 Decompaction *(Deep-Tine Decompaction)*
- ☐ *Infill Cleaning / Sifting / Fiber Rejuvenation*

EQUIPMENT (CHECK ALL THAT APPLY)

- ☐ SMG
- ☐ Laymor
- ☐ Shindaiwa
- ☐ Bob Cat
- ☐ Dumpster
- ☐ Hot Melt/Generator
- ☐ Groomright
- ☐ Turf Bond
- ☐ Magnet
- ☐ Tow Behind
- ☐ Air Compressor
- ☐ Blower
- ☐ Roller
- ☐ Shop Vac
- ☐ Forklift
- ☐ Other (Specify):.....

FIELD INSPECTION: COMPLETED ☐ YES ☐ NO

Qty: # of total repairs: .....

Estimated # of linear feet repaired: .....

Picture Submission ☐

COMPLETE FIELD LAYOUT NOTING REPAIRS ON NEXT PAGE.

POST MAINTENANCE TECHNICIAN NOTES

INFILL LEVELS CHECKED PRE MAINTENANCE:

Description	1	2	3	4	5	6	7	8	9	10	AVG
Primary:											
Additional:											

Time of Day: .....

INFILL LEVELS CHECKED POST MAINTENANCE:

Description	1	2	3	4	5	6	7	8	9	10	AVG
Primary:											
Additional:											

Time of Day: .....

Primary: The selection of test point locations will be determined by the primary sport. Additional: Locations determined by the secondary sport.

Reviewed by FieldTurf Personnel: ..... Date: .....

FREQUENTLY ASKED QUESTIONS

WHAT IS CUSTOMER CONNECT?

This exclusive online aid contains news, useful tips and information which will hopefully assist you with overall Maintenance and care of your fields for years to come.

- www.fieldturf.com

WHAT ARE THE BEST TYPES OF SHOES TO WEAR ON FIELDTURF?

The superior playing characteristics of your FieldTurf surface are directly associated with correct footwear and include: torque release, surface friction and traction. The best types of shoes are molded cleats or screw-ins (maximum recommended is ½"). The footwear designated for natural grass is easily transferable to use on FieldTurf.

• While use of long steel jagged cleats on FieldTurf will not void the warranty, they are not recommended. Limited use is allowable.
• It is important to note that flat-soled shoes and steel cleats do not result in ultimate athlete performance.
• Metal and aluminum rounded molded cleats are acceptable.
• A complete traction study of footwear on FieldTurf is available upon request.

WE HAVE HAD SOME VANDALISM ON OUR FIELD – WHAT DO WE DO?

In all cases, photographs should be taken immediately of any vandalism that has taken place. These will be needed for insurance purposes and should also be sent to the FieldTurf Customer Service Department in order to evaluate the scope of the required repairs.

Burn or singe marks should be evaluated immediately. In some cases, a qualified crew might be able to repair these without replacing sections of the turf. In the case of paint vandalism, it will be imperative to remove the paint as soon as possible, as the longer it stays on the surface, especially in the hot sun, the more difficult it becomes to remove.

Two commercially available removers are safe for use with the FieldTurf system:

1) Graffiti remover by Goof-Off
2) Zep Heavy Duty Citrus Degreaser

Both of these are most effective when used in conjunction with warm/hot water.

A PRESSURE WASHER IS IDEAL WHEN AVAILABLE; A FEW GUIDELINES TO FOLLOW:

1) Apply approved remover first.
2) Work it in with a brush, first one way against the fibers, then the other. Hot/warm water can be used on the brush to further activate the remover.
3) The pressure washer nozzle should be held no closer than 2' from the grass and at no less than a 45-degree angle.
4) Again, going in one direction of the fibers, then back the other way.
5) All steps should be repeated if necessary.

It should be noted that in most cases it is not known what kind of paint we are dealing with. The above mentioned removers might not give the results needed. Please contact the FieldTurf Customer Service Department, as several paint suppliers also manufacture various removers that are safe on our surface. They are also very helpful and knowledgeable with removal methods and will be a good phone or on-site resource, if needed.

WHAT EQUIPMENT CAN BE USED TO PAINT AND REMOVE PAINT?

A list of recommended painting and paint removal equipment, as well as painting and removal tips and guidelines, can be obtained by contacting your FieldTurf Customer Service Department.

WE HAVE A SPORTING EVENT ON OUR FIELD WITH NO TIME TO CONFIGURE THE FIELD PROPERLY. CAN WE USE LIME, CHALK, OR TAPE FOR TEMPORARY LINES?

The use of pulverized lime stone such as used on a natural grass field for baseball is not ideal as it tends not to stick to fibers, but simply settle into the infill. Their prolonged use tends to "gum" up the infill and could eventually affect drainage in those areas.

One-time use, if time is a constraint and there are no other options, might be permitted. Please contact FieldTurf Customer Service before proceeding.

Testing the chalk off the field of play is ideal, as it helps adjust your flow rates and allows you to apply as little as possible while still allowing the players and officials to see the lines. Unfortunately, all the tests and attempts that have been done with "tapes" to line fields have not been successful. They are either too tacky, risk pulling out fibers and also risk leaving a residue that has to be taken off with a gum remover or are too flimsy and risk being a tripping hazard.

A chalk paint is ideal for short-term use. Please contact the FieldTurf Customer Service Department for a list of recommended suppliers.

WE USED TO HAVE FIREWORKS ON THE 4TH OF JULY – CAN WE STILL HAVE THEM WITH OUR NEW FIELD?

Whenever possible, direct contact of fireworks should be avoided near our synthetic grass system. However, though some polyethylene fibers could be singed when in contact with live ambers or fireworks, water will immediately alleviate any damage. A fire extinguisher can be used, but water is preferable since it leaves no residue to penetrate the infill; however, either one is fine. Watering the field will certainly help reduce potential damage; however, whenever possible, the field should be covered by a "fire resistant" covering. Contact the Customer Service Department for a list of recommended suppliers.

CAN A LEAF BLOWER BE USED ON THE FIELD?

Yes, this is an effective method of getting rid of leaves, pine needles, dried sunflower seeds, etc. The blower should be held no closer than 2' from the surface and at a 45 degree angle to avoid displacing any of the infill from the field. Walk or pull-behind models can also be used.

HOW DOES CLIMATE AFFECT THE FIELDTURF SURFACE I.E. SNOW, RAIN, AND SALT WATER?

Your FieldTurf surface is designed to withstand a wide range of climatic and atmospheric conditions, such as ultraviolet rays (UV), snow, ice, salt water and sea climates without damage. However, it is essential that the field is washed periodically to remove any salt water deposits on the field surface.

WE SEEM TO HAVE A LOT OF GEESE LANDING ON OUR FIELD WHILE THEY MIGRATE BACK AND FORTH IN THE FALL AND SPRING. WHAT CAN WE DO TO KEEP THEM AWAY?

Several remedies are safe for humans and unpleasant for our feathered friends. Contact our FieldTurf Customer Service Department for further details.

CAN TRACK AND FIELD EVENTS SUCH AS DISCUS, JAVELIN, SHOTPUT BE HELD ON MY FIELD?

In general, the unprotected Turf system and base will tolerate some degree of Track activities, but protective covering in the landing area is recommended. Several suppliers offer "Discus" that are designed specifically for synthetic surfaces. The Javelin must be equipped with a Rubber tip to avoid damage to your FieldTurf system. The Turf system will obviously withstand use of the Hammer and Shot-Put on a Concrete base more so than Crushed stone, as noted previously, protective covering is recommended. Since Infill will be displaced, grooming frequencies might have to be added.

The FieldTurf Warranty covers the components and Installation of the FieldTurf product. The holding of Track events, as noted, will not impact the warranty. However, though all efforts are made to provide appropriate directives for the staging of events other than the sporting activities set out in the warranty; the responsibility remains on the owner for any mishaps or damages that might occur.

CAN BLEACHING AGENTS BE USED ON FIELDTURF FIELDS?

Oxidizing agents such as bleaching agents should NOT be used on FieldTurf fields.

WHAT DO I DO IF WE SPILL GATORADE ON THE FIELD?

We recommend that the areas with Gatorade or other drinks/fluids be cleaned as soon as possible with water in order to avoid bugs being attracted to the surface or jerseys becoming stained as a result of the spilled liquid.

CAN WE USE TRAINING EQUIPMENT, SUCH AS BLOCKING SLEDS, ON THE FIELD?

Training devices should be used with caution. Though their use does not constitute a breach of your warranty, FieldTurf cannot be responsible for any damage caused by the use of any such training equipment.

Since many manufacturers have developed or modified their Equipment specifically for synthetic systems, it is suggested that they be consulted for their recommendations and guidelines before use.

Our research has yielded some recommended guidelines which include:

- To make use of sleds and various training devices off the main field of play, such as D zones, end zones (if no Inlaid logos appear) and areas away from the main boundaries of play where the panels run parallel to the field and no inlaid markings appear.
- If used on the field of play, it is suggested that it be across the field in the directions that the panels were installed, as opposed to end to end against them.
- It is always recommended to remove the Equipment from the Field after each use.

The same recommendations would apply to the use of "Tire Flipping" as a training aid. Moreover a few specific recommendations would be:

- To make sure that the tires are clean, any dirt will likely get transferred to the turf and Infill.

It is not recommended to use the tires as a "Resistance" tool by dragging them across the turf. Preliminary research has shown that the friction could possibly damage or even pull out some of the polyethylene fibers.
As in other higher use areas on the field, grooming frequencies might have to be augmented to Groom both the Infill and the fibers.

I SEEM TO HAVE BASE DEPRESSIONS OR DIPS ON MY FIELD – WHAT DO I DO?

Base depressions or "dips" that form on a field are not unlike potholes on our roads. The sub-base construction is similar in some aspects to road work. It usually consists of 6" to 10" of crushed stone over the existing soil that was graded and compacted. Over time and especially if the soil is of poor quality or unstable, areas may depress.
The unevenness or depression that has formed is a result of the shifting of the base soil below it. Obviously this then causes the turf system to sink. It should be noted that this is not part of the turf system warranty; however, it should be addressed. Contact your base contractor with any sub-base related issues.

WHY DOES MY FIELD APPEAR TO BE SLOW IN DRAINING?

It is possible that the slow drainage is a result of surface tension – a natural phenomenon common in the fabric, carpet and outdoor flooring industry. Surface tension is especially common on recently completed fields. In most cases, the problem resolves itself naturally over the 6 week break-in period as the field is played on. In rare cases, the field could be treated with a surfactant and/or degreasing agent to enhance water penetration and eliminate surface tension.

IT SHOULD ALSO BE NOTED THAT SOME "PUDDLING" OR "PONDING" IS PERFECTLY NORMAL IN CERTAIN CIRCUMSTANCES. IN ALMOST ALL CASES, HOWEVER, THE FIELD SHOULD BE FREE AND CLEAR OF ANY STANDING WATER ONCE THE PRECIPITATION HAS STOPPED FOR APPROXIMATELY 30 MINUTES.

FIELDTURF FIELD SETTLING

FIELDTURF HAS PROVEN TO BE THE HIGHEST PERFORMING AND THE MOST DURABLE BRAND OF ARTIFICIAL TURF IN THE WORLD. THE FIELDTURF SYSTEM IS AN ENGINEERED PRODUCT CONSISTING OF SPECIALIZED COMPONENTS ALL GEARED TOWARDS MAXIMIZING ATHLETE SAFETY AND FIELD PERFORMANCE.

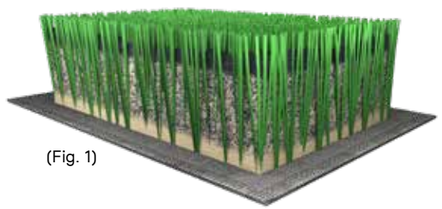
In addition to industry-leading manufacturing and service standards, what sets FieldTurf apart is the patented 9 lb / square foot sand and rubber infill system, along with the world's most durable fiber that is exclusive to FieldTurf.

It is important for field owners to understand what constitutes normal behavior of these vital components over time. Below are the three major stages that a field will go through in order to achieve its optimal level of performance. These three stages are not only normal but a necessary progression in the life of an artificial turf field.

INITIAL

The field has just been installed. Fibers are upright and infill is slightly higher and looser.

Approximate duration for this stage depending on use and proper maintenance: years 0-1 (Fig. 1)

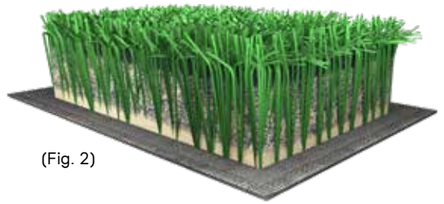


(Fig. 1)

SETTLED

Fibers are not as upright and are beginning to layover in order to encapsulate the infill and provide for a more grass-like appearance. The infill height has been lowered and has settled to its ideal level of 3/4" below the tip of the fiber held in an upright position.

Approximate duration for this stage depending on use and proper maintenance: years 2-5 (Fig. 2)

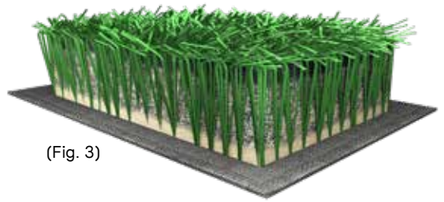


(Fig. 2)

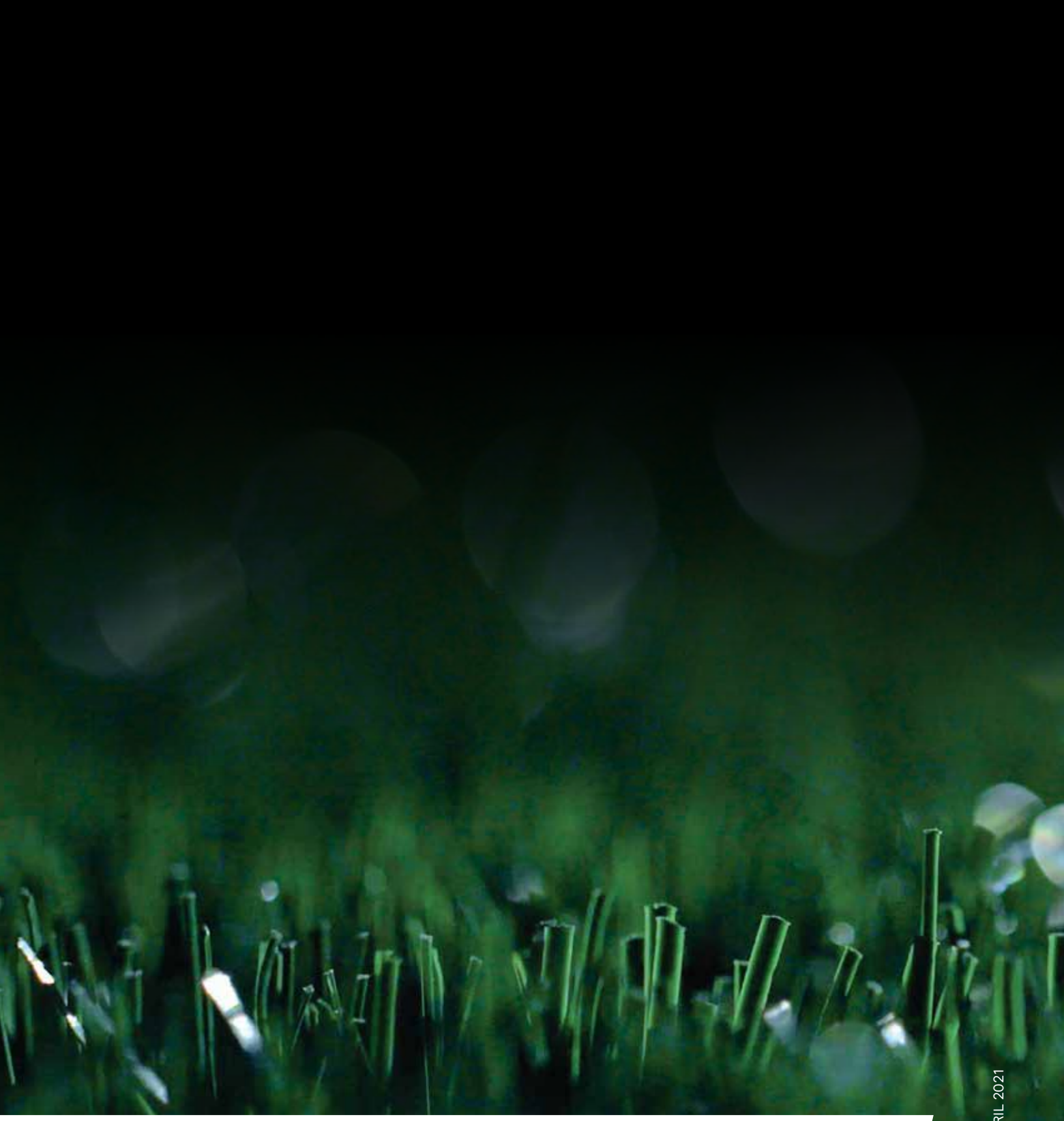
MATURED

The fibers have laid over and the infill height remains at its ideal level.
During these years, the consistency and durability of the FieldTurf system is brought to the forefront as the product continues to exude ideal levels of safety and performance after heavy use.

Approximate duration for this stage depending on use and proper maintenance: years 6-8+ (Fig. 3)



(Fig. 3)



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UPDATED APRIL 2021

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BOZEMAN MT

Memorandum

REPORT TO: City Commission

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

SUBJECT: Approve a Resolution Authorizing Change Order Number 2 to the 2025 South Black Avenue Sewer Renovations Project

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: Approve a Resolution Authorizing Change Order Number 2 to the 2025 South Black Avenue Sewer Renovations Project

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

BACKGROUND: This project includes replacing an aging sewer main on South Black Avenue between College Street and the dead-end cul-de-sac on South Black Avenue with new pipe, manholes, and sewer services. During construction, the contractor encountered over-saturated and unstable clay subgrade materials which was not anticipated. The City directed the contractor to over-excavate these areas, haul off all saturated clay materials, and import additional pipe bedding and structural base course. This change resulted in additional costs not accounted for in the contract. Change order 2 reconciles final quantities for excavation, haul off, and import materials. Attached is a copy of the proposed resolution and change order number 2 for the above-referenced project. City staff have reviewed these changes and associated costs and found them to be necessary and commensurate with the work involved.

UNRESOLVED ISSUES: None

ALTERNATIVES: As suggested by the City Commission

FISCAL EFFECTS: This change order will increase the contract amount by lump sum, bringing the total construction cost from $356,839.60 to $396,222.40. The cost of this project is paid for by funding from the City's annual wastewater pipe replacement fund, WW08.

Attachments:
S Black Sewer Change Order 2.doc.pdf
Resolution - Change Order 2 - S Black Sewer.pdf

Report compiled on: May 12, 2026

CHANGE ORDER

No. 02

DATE OF ISSUANCE _____ EFFECTIVE DATE _____

OWNER City of Bozeman CONTRACTOR Williams Civil Construction Inc.
Contract: 2025 South Black Avenue Sewer Renovations
Project: 2025 South Black Avenue Sewer Renovations OWNER's Contract No. _____
ENGINEER City of Bozeman ENGINEER's Contract No. _____

You are directed to make the following changes in the Contract Documents:
Description: Reconciliation of final quantities, over-excavation of sewer trench, haul off of saturated subgrade, import of pipe bedding and structural base materials

Reason for Change Order: Poor soil conditions

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $ 320,839.60	Original Contract Times: Substantial Completion: 70 Ready for final payment: 70 (days or dates)
Net Increase (Decrease) from previous Change Orders No. 1 to 1: $ 36,000.00	Net change from previous Change Orders No. 1 to No. 1: Substantial Completion: 0 Ready for final payment: 0 (days)
Contract Price prior to this Change Order: $ 356,839.60	Contract Times prior to this Change Order: Substantial Completion: 70 Ready for final payment: 70 (days or dates)
Net increase (decrease) of this Change Order: $ 39,382.80	Net increase (decrease) this Change Order: Substantial Completion: 0 Ready for final payment: 0 (days)
Contract Price with all approved Change Orders: $ 396,222.40	Contract Times with all approved Change Orders: Substantial Completion: 70 Ready for final payment: 70 (days or dates)

Contractor certifies and agrees that there are no additional costs or claims for extra work, additional time, delays or omitted items, of any nature whatsoever, associated with the subject change order items, except as identified and set forth herein and unless expressly stated otherwise in the Change Order. And further, that the price agreed-upon herein represents the full cost and value for the subject work performed and the materials supplied under the terms of the contract and that the work quantities and value were properly determined and are correct.

_____ _____
CONTRACTOR (Authorized Signature) Date

RECOMMENDED BY: APPROVED BY:

_____ _____ _____ _____
(ENGINEER - Signature) Date OWNER (Authorized Signature) Date

EJCDC 1910-8-B (1996 Edition
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

HAUL-OFF TO-DATE TOTALS (THROUGH 4/22)					
Date	No. of Haul-Off Loads	Truck Type	CY/LD	Total CY	Saturated S/G Encountered?
3/12/26	8	End Dump	8	64	
3/17/26	4	End Dump	8	32	
3/18/26	8	End Dump	8	64	
3/19/26	8	End Dump	8	64	
3/20/26	5	End Dump	8	40	
3/23/26	9	End Dump	8	72	
3/23/26	4	Transfer	18	72	
3/24/26					YES
3/25/26	18	End Dump	8	144	YES
3/30/26	4	End Dump	8	32	YES
3/31/26	6	End Dump	8	48	YES
4/2/26	2	End Dump	8	16	YES
4/6/26	6	End Dump	8	48	YES
4/7/26	5	End Dump	8	40	
4/8/26					YES
4/9/26	4	End Dump	8	32	YES
4/10/26	9	End Dump	8	72	YES
4/13/26	3	End Dump	8	24	YES
4/14/26					YES
4/15/26	8	End Dump	8	64	YES
4/20/26	9	End Dump	8	72	YES
4/22/26	9	End Dump	8	72	YES

To-Date Haul-Off Total:	**1072**	**BCY**	*Thru 4/21
Main Installed To-Date:	1117	LF	
Services Installed To-Date:	591	LF	
Total Pipe To-Date:	1708	LF	
Contract Screened Rock Depth:	1.5	FT	
Contract Screened Rock Width:	5	FT	
Contract Volume of Screened Rock To-Date (Haul-Off QTY):	**474**	**BCY**	
Excess Material Hauled Off:	**598**	**BCY**	
Excess Haul-Off Tracked Via Work Orders:	**154.6**	**BCY****	**Thru 4/21

Truck Load Size	
Truck	Capacity (BCY)
End Dump	8
Transfer	18

370 Companion Way, Belgrade, MT 59714
PH: 406-522-0133
WWW.WILLIAMSCIVILCONSTRUCTION.COM

WORK ORDER #	**3**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**3/19/2026**
DATE COMPLETED:	**3/24/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
7.78	CY	ST 2+83 TO 3+39 - 9IN DEEP		$ 136.000	$ 1,057.78
2.13	CY	SRVC 826 & 815 - 3IN DEEP		$ 136.000	$ 289.63
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 9.91 BCY of saturated subgrade and replace with screened rock along sewer main and services.

9IN extra on main.
3IN extra on services.

Work Ordered By:

SIGNATURE:

TOTAL MATERIAL	$ 1,347.41
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 1,347.41
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 1,347.41
TAX	
TOTAL	**$ 1,347.41**

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PH: 406-522-0133
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WORK ORDER #	**43**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**5/7/2026**
DATE COMPLETED:	**5/6/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Haul-off of wet native backfill material and pitrun replacement required due to saturated conditions not anticipated during bidding.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
15.00	CY	PIT RUN BACKFILL AROUND MH17		$ 70.000	$ 1,050.00
					$ -
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:
Excavate and haul-off 15 BCY of saturated native backfill and replace with pit run during backfill surrounding SSMH17.

TOTAL MATERIAL	$ 1,050.00
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 1,050.00
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 1,050.00
TAX	
TOTAL	**$ 1,050.00**

Work Ordered By:

SIGNATURE:

370 Companion Way, Belgrade, MT 59714
PH: 406-522-0133
WWW.WILLIAMSCIVILCONSTRUCTION.COM

WORK ORDER #	**41**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**5/6/2026**
DATE COMPLETED:	**5/5/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Haul-off of wet native backfill material and pitrun replacement required due to saturated conditions not anticipated during bidding.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
15.00	CY	1005, 1009 & 1021 SERVICES / AROUND MH17		$ 70.000	$ 1,050.00
					$ -
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:
Excavate and haul-off 15 BCY of saturated native backfill and replace with pit run above service to 1005, 1009, and 1021 S Black along with above sewer main near SSMH 17.

TOTAL MATERIAL	$ 1,050.00
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 1,050.00
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 1,050.00
TAX	
TOTAL	**$ 1,050.00**

Work Ordered By:

SIGNATURE:

WORK ORDER #	39
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	5/6/2026
DATE COMPLETED:	5/5/2026

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PH: 406-522-0133
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BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
9.72	CY	1005, 1009 & 1021 SERVICES - 10.5IN DEEP		$ 136.000	$ 1,322.22
					$ -
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 9.72 BCY of saturated subgrade and replace with screened rock along services to 1005, 1009, and 1021 S Black.

10.5IN extra depth.

TOTAL MATERIAL	$ 1,322.22
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 1,322.22
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 1,322.22
TAX	
TOTAL	**$ 1,322.22**

Work Ordered By:

SIGNATURE:

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PH: 406-522-0133
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WORK ORDER #	**37**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**5/5/2026**
DATE COMPLETED:	**5/4/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
18.06	CY	STA 10+39 TO 11+17 - 15IN DEEP		$ 136.000	$ 2,455.56
					$ -
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 18.06 BCY of saturated subgrade and replace with screened rock along main in S Black Ave. Including below SSMH #17 and 17FT of main west of MH was installed to make connections on back side.

15IN extra depth.

TOTAL MATERIAL	$ 2,455.56
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 2,455.56
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 2,455.56
TAX	
TOTAL	**$ 2,455.56**

Work Ordered By:

SIGNATURE:

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PH: 406-522-0133
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WORK ORDER #	**35**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**5/4/2026**
DATE COMPLETED:	**4/30/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
7.78	CY	STA 10+11 TO 10+39 - 18IN DEEP		$ 136.000	$ 1,057.78
					$ -
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 7.78 BCY of saturated subgrade and replace with screened rock along main in S Black Ave.

18IN extra depth.

TOTAL MATERIAL	$ 1,057.78
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 1,057.78
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 1,057.78
TAX	
TOTAL	**$ 1,057.78**

Work Ordered By:

SIGNATURE:

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PH: 406-522-0133
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WORK ORDER #	**33**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**5/1/2026**
DATE COMPLETED:	**4/29/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
38.89	CY	STA 9+06 TO 10+11 - 2FT DEEP		$ 136.000	$ 5,288.89
					$ -
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 38.89 BCY of saturated subgrade and replace with screened rock along main in S Black Ave.

2FT extra depth.

Work Ordered By:

SIGNATURE:

TOTAL MATERIAL	$ 5,288.89
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 5,288.89
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 5,288.89
TAX	
TOTAL	**$ 5,288.89**

370 Companion Way, Belgrade, MT 59714
PH: 406-522-0133
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WORK ORDER #	**31**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**4/29/2026**
DATE COMPLETED:	**4/28/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
22.69	CY	STA 8+36 TO 9+06 - 21IN DEEP		$ 136.000	$ 3,085.19
					$ -
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 22.69 BCY of saturated subgrade and replace with screened rock along main in S Black Ave.

21IN extra depth.

TOTAL MATERIAL	$ 3,085.19
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 3,085.19
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 3,085.19
TAX	
TOTAL	**$ 3,085.19**

Work Ordered By:

SIGNATURE:

370 Companion Way, Belgrade, MT 59714
PH: 406-522-0133
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WORK ORDER #	**29**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**4/29/2026**
DATE COMPLETED:	**4/27/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
16.30	CY	STA 7+92 TO 8+36 - 24IN DEEP		$ 136.000	$ 2,216.30
1.94	CY	1006 SERVICE - 9IN DEEP		$ 136.000	$ 264.44
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 18.24 BCY of saturated subgrade and replace with screened rock along service to 1006 S Black and along main in S Black Ave.

2FT extra depth on main.
9IN extra depth on service.

TOTAL MATERIAL	$ 2,480.74
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 2,480.74
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 2,480.74
TAX	
TOTAL	**$ 2,480.74**

Work Ordered By:

SIGNATURE:

370 Companion Way, Belgrade, MT 59714
PH: 406-522-0133
WWW.WILLIAMSCIVILCONSTRUCTION.COM

WORK ORDER #	**26**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**4/24/2026**
DATE COMPLETED:	**4/22/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
5.83	CY	STA 7+50 TO 7+92 - 9IN DEEP		$ 136.000	$ 793.33
3.06	CY	927 SERVICE - 9IN DEEP		$ 136.000	$ 415.56
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 8.89 BCY of saturated subgrade and replace with screened rock along service to 927 S Black and along main in S Black Ave.

9IN extra depth.

Work Ordered By:

SIGNATURE:

TOTAL MATERIAL	$ 1,208.89
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 1,208.89
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 1,208.89
TAX	
TOTAL	**$ 1,208.89**

370 Companion Way, Belgrade, MT 59714
PH: 406-522-0133
WWW.WILLIAMSCIVILCONSTRUCTION.COM

WORK ORDER #	**23**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**4/22/2026**
DATE COMPLETED:	**4/21/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
9.86	CY	STA 7+03 TO 7+74 - 9IN DEEP		$ 136.000	$ 1,341.11
1.94	CY	1000 SERVICE - 9IN DEEP		$ 136.000	$ 264.44
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 11.81 BCY of saturated subgrade and replace with screened rock along service to 1000 S Black and along main in S Black Ave.

9IN extra depth.

TOTAL MATERIAL	$ 1,605.56
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 1,605.56
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 1,605.56
TAX	
TOTAL	**$ 1,605.56**

Work Ordered By:

SIGNATURE:

370 Companion Way, Belgrade, MT 59714
PH: 406-522-0133
WWW.WILLIAMSCIVILCONSTRUCTION.COM

WORK ORDER #	**21**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**4/22/2026**
DATE COMPLETED:	**4/20/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
10.97	CY	STA 6+24 TO 7+03 - 9IN DEEP		$ 136.000	$ 1,492.22
5.00	CY	826 & 918 SERVICES - 9IN DEEP		$ 136.000	$ 680.00
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 15.97 BCY of saturated subgrade and replace with screened rock along services to 826 and 918 S Black and along main in S Black Ave.

9IN extra depth.

Work Ordered By:

SIGNATURE:

TOTAL MATERIAL	$ 2,172.22
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 2,172.22
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 2,172.22
TAX	
TOTAL	**$ 2,172.22**

370 Companion Way, Belgrade, MT 59714
PH: 406-522-0133
WWW.WILLIAMSCIVILCONSTRUCTION.COM

WORK ORDER #	**20**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**4/22/2026**
DATE COMPLETED:	**4/15/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
5.83	CY	STA 5+82 TO 6+24 - 9IN DEEP		$ 136.000	$ 793.33
					$ -
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 5.83 BCY of saturated subgrade and replace with screened rock along main in S Black Ave.

9IN extra depth.

Work Ordered By:

SIGNATURE:

TOTAL MATERIAL	$ 793.33
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 793.33
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 793.33
TAX	
TOTAL	**$ 793.33**

370 Companion Way, Belgrade, MT 59714
PH: 406-522-0133
WWW.WILLIAMSCIVILCONSTRUCTION.COM

WORK ORDER #	**18**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**4/22/2026**
DATE COMPLETED:	**4/14/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
5.83	CY	STA 5+40 TO 5+82 - 9IN DEEP		$ 136.000	$ 793.33
5.56	CY	912 SERVICE - 9IN DEEP (CUL-DE-SAC 2)		$ 136.000	$ 755.56
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 11.39 BCY of saturated subgrade and replace with screened rock along service to 912 S Black in Cul-De-Sac 2 and along main in S Black Ave.

9IN extra depth.

TOTAL MATERIAL	$ 1,548.89
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 1,548.89
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 1,548.89
TAX	
TOTAL	**$ 1,548.89**

Work Ordered By:

SIGNATURE:

370 Companion Way, Belgrade, MT 59714
PH: 406-522-0133
WWW.WILLIAMSCIVILCONSTRUCTION.COM

WORK ORDER #	**17**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**4/22/2026**
DATE COMPLETED:	**4/13/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
3.52	CY	906 SERVICE - 6IN DEEP (CUL-DE-SAC 2)		$ 136.000	$ 478.52
					$ -
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 3.52 BCY of saturated subgrade and replace with screened rock along services to 906 S Black in Cul-De-Sac 2.

6IN extra depth.

TOTAL MATERIAL	$ 478.52
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 478.52
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 478.52
TAX	
TOTAL	**$ 478.52**

Work Ordered By:

SIGNATURE:

370 Companion Way, Belgrade, MT 59714
PH: 406-522-0133
WWW.WILLIAMSCIVILCONSTRUCTION.COM

WORK ORDER #	**15**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**4/17/2026**
DATE COMPLETED:	**4/10/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
7.41	CY	910 & 908 SERVICES - 6IN DEEP (CUL-DE-SAC		$ 136.000	$ 1,007.41
					$ -
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 7.41 BCY of saturated subgrade and replace with screened rock along services to 910 and 908 S Black in Cul-De-Sac 2.

6IN extra depth.

TOTAL MATERIAL	$ 1,007.41
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 1,007.41
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 1,007.41
TAX	
TOTAL	**$ 1,007.41**

Work Ordered By:

SIGNATURE:

370 Companion Way, Belgrade, MT 59714
PH: 406-522-0133
WWW.WILLIAMSCIVILCONSTRUCTION.COM

WORK ORDER #	**14**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**4/17/2026**
DATE COMPLETED:	**4/9/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
21.39	CY	ST 0+42 TO 1+19 - 18IN DEEP (CUL-DE-SAC 2)		$ 136.000	$ 2,908.89
					$ -
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 21.39 BCY of saturated subgrade and replace with screened rock along sewer main in Cul-De-Sac 2.

18IN extra depth.

TOTAL MATERIAL	$ 2,908.89
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 2,908.89
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 2,908.89
TAX	
TOTAL	**$ 2,908.89**

Work Ordered By:

SIGNATURE:

370 Companion Way, Belgrade, MT 59714
PH: 406-522-0133
WWW.WILLIAMSCIVILCONSTRUCTION.COM

WORK ORDER #	**12**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**4/17/2026**
DATE COMPLETED:	**4/8/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
4.17	CY	ST 5+10 TO 5+40 - 9IN DEEP		$ 136.000	$ 566.67
11.67	CY	ST 0+00 TO 0+42 - 18IN DEEP (CUL-DE-SAC 2)		$ 136.000	$ 1,586.67
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 15.83 BCY of saturated subgrade and replace with screened rock along sewer in S Black and Cul-De-Sac 2.

9IN extra depth in South Black main
18IN extra depth in Cul-De-Sac 2 main

TOTAL MATERIAL	$ 2,153.33
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 2,153.33
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 2,153.33
TAX	
TOTAL	**$ 2,153.33**

Work Ordered By:

SIGNATURE:

370 Companion Way, Belgrade, MT 59714
PH: 406-522-0133
WWW.WILLIAMSCIVILCONSTRUCTION.COM

WORK ORDER #	**11**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**4/17/2026**
DATE COMPLETED:	**4/6/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
7.78	CY	ST 4+54 TO 5+10 - 9IN DEEP		$ 136.000	$ 1,057.78
					$ -
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 7.78 BCY of saturated subgrade and replace with screened rock.

9IN extra depth.

TOTAL MATERIAL	$ 1,057.78
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 1,057.78
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 1,057.78
TAX	
TOTAL	**$ 1,057.78**

Work Ordered By:

SIGNATURE:

370 Companion Way, Belgrade, MT 59714
PH: 406-522-0133
WWW.WILLIAMSCIVILCONSTRUCTION.COM

WORK ORDER #	**10**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**4/9/2026**
DATE COMPLETED:	**4/2/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
11.67	CY	ST 4+12 TO 4+54 - 18IN DEEP		$ 136.000	$ 1,586.67
					$ -
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 11.67 BCY of saturated subgrade and replace with screened rock along sewer main.

18IN extra depth.

TOTAL MATERIAL	$ 1,586.67
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 1,586.67
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 1,586.67
TAX	
TOTAL	**$ 1,586.67**

Work Ordered By:

SIGNATURE:

370 Companion Way, Belgrade, MT 59714
PH: 406-522-0133
WWW.WILLIAMSCIVILCONSTRUCTION.COM

WORK ORDER #	**9**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**4/9/2026**
DATE COMPLETED:	**3/31/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
11.11	CY	ST 0+00 TO 0+40 - 18IN DEEP (HARRISON ST)		$ 136.000	$ 1,511.11
					$ -
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 11.11 BCY of saturated subgrade and replace with screened rock along sewer main in Harrison St.

18IN extra depth.

TOTAL MATERIAL	$ 1,511.11
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 1,511.11
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 1,511.11
TAX	
TOTAL	**$ 1,511.11**

Work Ordered By:

SIGNATURE:

370 Companion Way, Belgrade, MT 59714
PH: 406-522-0133
WWW.WILLIAMSCIVILCONSTRUCTION.COM

WORK ORDER #	**7**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**4/9/2026**
DATE COMPLETED:	**3/30/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
6.67	CY	ST 3+88 TO 4+12 - 18IN DEEP		$ 136.000	$ 906.67
					$ -
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 6.67 BCY of saturated subgrade and replace with screened rock along sewer main.

18IN extra depth.

TOTAL MATERIAL	$ 906.67
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 906.67
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 906.67
TAX	
TOTAL	**$ 906.67**

Work Ordered By:

SIGNATURE:

370 Companion Way, Belgrade, MT 59714
PH: 406-522-0133
WWW.WILLIAMSCIVILCONSTRUCTION.COM

WORK ORDER #	**4**
JOB #	2538 SOUTH BLACK SEWER
WORK ORDER DATE:	**3/19/2026**
DATE COMPLETED:	**3/25/2026**

BILL TO:
CITY OF BOZEMAN
20 EAST OLIVE
BOZEMAN, MT 59771

DESCRIPTION OF PROBLEM:
Additional over-ex and bedding import required due to saturated subgrade conditions not included in original scope.

MATERIALS/MISC

QTY	UOM	DESCRIPTION	PO #	UNIT PRICE	AMOUNT
11.67	CY	ST 3+39 TO 3+81 - 18IN DEEP		$ 136.000	$ 1,586.67
2.64	CY	SRVC 825 - 9IN DEEP		$ 136.000	$ 358.89
					$ -

EQUIPMENT

QTY	UOM	EQUIP #	MODEL	PO #	RATE	AMOUNT
						$ -
						$ -
						$ -

LABOR

HOURS	OT HOURS	NAME	RATE		AMOUNT
					$ -
					$ -
					$ -

DESCRIPTION OF WORK:

Excavate and haul-off 14.31 BCY of saturated subgrade and replace with screened rock along sewer main and services.

18IN extra on main.
9IN extra on services.

TOTAL MATERIAL	$ 1,945.56
TOTAL EQUIPMENT	$ -
TOTAL LABOR	$ -
SUBTOTAL	$ 1,945.56
OVERHEAD (5%)	
PROFIT (10%)	
SUBTOTAL	$ 1,945.56
TAX	
TOTAL	**$ 1,945.56**

Work Ordered By:

SIGNATURE:

WCC WORK ORDER LOG: **2538 SBS RENO** **APRIL 2026**

OWNER	DATE	WO #	WORK DESCRIPTION	AMT BILLED	AMT APPROVED	DEWATERING	SATURATED SUBGRADE	UNKNOWN UTILITIES
COB	3/18/2026	PCO 02	First encounter of saturated subgrade at 12" depth in cul-de-sac 1, from STA 0+60 to 1+36. Gave City an initial LS price of $2,290.00 to remove and replace the saturated subgrade with screened rock. Using our $136/LF price instead over 76 LF equates to 14.07 BCY, @ $136/BCY = $1,913.52 total instead of $2,290.00	$ 1,913.52			$ 1,913.52	
COB	3/24/2026	3	Excavate and haul-off 9.91 BCY of saturated subgrade and replace with screened rock along sewer main and services. 9IN extra on main. 3IN extra on services.	$ 1,347.41			$ 1,347.41	
COB	3/25/2026	4	Excavate and haul-off 14.31 BCY of saturated subgrade and replace with screened rock along sewer main and services. 18IN extra on main. 9IN extra on services.	$ 1,945.56			$ 1,945.56	
COB	3/18/2026	5	Crossed one fiber line in Cul-de-sac 1 @ station 0+27. Work includeds shuffling trench boxes and extra crew time working around and preserving unknown utilities.	$ 685.00				$ 685.00
COB	3/19/2026	6	Crossed 2 unknown utilities in Cul-de-sac 1. (1) gas @ station 1+08 (1) gas @ residence 820 service Work includeds shuffling trench boxes and extra crew time working around and preserving unknown utilities.	$ 1,370.00				$ 1,370.00
COB	3/30/2026	7	Excavate and haul-off 6.67 BCY of saturated subgrade and replace with screened rock along sewer main. 18IN extra depth.	$ 906.67			$ 906.67	
COB	3/31/2026	8	Crossed one fiber line in Harrison St @ station 0+30. Work includeds shuffling trench boxes and extra crew time working around and preserving unknown utilities.	$ 685.00				$ 685.00
COB	3/31/2026	9	Excavate and haul-off 11.11 BCY of saturated subgrade and replace with screened rock along sewer main in Harrison St. 18IN extra depth.	$ 1,511.11			$ 1,511.11	
COB	4/2/2026	10	Excavate and haul-off 11.67 BCY of saturated subgrade and replace with screened rock along sewer main. 18IN extra depth.	$ 1,586.67			$ 1,586.67	
COB	4/6/2026	11	Excavate and haul-off 7.78 BCY of saturated subgrade and replace with screened rock. 9IN extra depth.	$ 1,057.78			$ 1,057.78	
COB	4/8/2026	12	Excavate and haul-off 15.83 BCY of saturated subgrade and replace with screened rock along sewer in S Black and Cul-De-Sac 2. 9IN extra depth in South Black main 18IN extra depth in Cul-De-Sac 2 main	$ 2,153.33			$ 2,153.33	
COB	4/8/2026	13	Crossed one fiber line in Cul-De-Sac 2 @ station 0+30. Work includeds shuffling trench boxes and extra crew time working around and preserving unknown utilities.	$ 685.00				$ 685.00
COB	4/9/2026	14	Excavate and haul-off 21.39 BCY of saturated subgrade and replace with screened rock along sewer main in Cul-De-Sac 2. 18IN extra depth.	$ 2,908.89			$ 2,908.89	
COB	4/10/2026	15	Excavate and haul-off 7.41 BCY of saturated subgrade and replace with screened rock along services to 910 and 908 S Black in Cul-De-Sac 2. 6IN extra depth.	$ 1,007.41			$ 1,007.41	
COB	4/10/2026	16	Crossed 2 water services 4 times in Cul-De-Sac 2. Crossings encountered during sewer service install to 908 and 910 S black. Each sewer service crossed both existing water services to 910 and 912 S Black. Work includeds shuffling trench boxes and extra crew time working around and preserving unknown utilities.	$ 2,740.00				$ 2,740.00
COB	4/13/2026	17	Excavate and haul-off 3.52 BCY of saturated subgrade and replace with screened rock along services to 906 S Black in Cul-De-Sac 2. 6IN extra depth.	$ 478.52			$ 478.52	
COB	4/14/2026	18	Excavate and haul-off 11.39 BCY of saturated subgrade and replace with screened rock along service to 912 S Black in Cul-De-Sac 2 and along main in S Black Ave. 9IN extra depth.	$ 1,548.89			$ 1,548.89	
COB	4/14/2026	19	Potholed south end of project by bridge to see if groundwater was going to be an issue. We found groundwater at approximate 8FT depth requiring dewatering. Installed cased dewatering well on south end of project with perforated HDPE and backfilled with 7CY of screened rock.	$ 1,789.90		$ 1,789.90		
COB	4/15/2026	20	Excavate and haul-off 5.83 BCY of saturated subgrade and replace with screened rock along main in S Black Ave. 9IN extra depth.	$ 793.33			$ 793.33	
COB	4/20/2026	21	Excavate and haul-off 15.97 BCY of saturated subgrade and replace with screened rock along services to 826 and 918 S Black and along main in S Black Ave. 9IN extra depth.	$ 2,172.22			$ 2,172.22	
COB	4/20/2026	22	Installed outfall sump in preparation for dewatering including a bermed and lined basin above existing storm structure with gravel bags wrapped around structure lid, silt bag on end of discharge pipe, and witches hat in structure.	$ 2,056.88		$ 2,056.88		
COB	4/21/2026	23	Excavate and haul-off 8.47 BCY of saturated subgrade and replace with screened rock along service to 1000 S Black and along main in S Black Ave. 9IN extra depth.	$ 1,152.22			$ 1,152.22	
COB	4/21/2026	24	Sewer main crossed 1 storm drain pipe at station 7+25. Work includeds shuffling trench boxes and extra crew time working around and preserving unknown utilities.	$ 685.00				$ 685.00
COB	4/21/2026	25	Carried a 2IN pump in trench all day.	$ 104.99		$ 104.99		
COB	4/22/2026	26	Excavate and haul-off 8.89 BCY of saturated subgrade and replace with screened rock along service to 927 S Black and along main in S Black Ave. 9IN extra depth.	$ 1,208.89			$ 1,208.89	
COB	4/22/2026	27	Carried a 2IN pump in trench all day.	$ 396.63		$ 396.63		
COB	4/23/2026	28	Setup 4" 480V cased pump. Brought generator to site and pulled cords. Fused 240FT of HDPE discharge pipe for new pump. Re-built discharge sump to handle more water. Expanded berms and liner, and installed new witches hat, silt bags, and gravel bags.	$ 4,082.93		$ 4,082.93		
			SUBTOTALS:	**$ 38,973.75**	**$ -**	**$ 8,431.33**	**$ 23,692.42**	**$ 6,850.00**

WCC WORK ORDER LOG: **2538 SBS RENO** **MAY 2026**

OWNER	DATE	WO #	WORK DESCRIPTION	AMT BILLED	AMT APPROVED	DEWATERING	SATURATED SUBGRADE	UNKNOWN UTILITIES	PIT RUN BACKFILL
COB	4/27/2026	29	Excavate and haul-off 18.24 BCY of saturated subgrade and replace with screened rock along service to 1006 S Black and along main in S Black Ave. 2FT extra depth on main. 9IN extra depth on service.	$ 2,480.74			$ 2,480.74		
COB	4/27/2026	30	Carried 2IN pump in trench all day. Received invoices for sump expansion comlpleted last Thursday.	$ 962.95		$ 962.95			
COB	4/28/2026	31	Excavate and haul-off 22.69 BCY of saturated subgrade and replace with screened rock along main in S Black Ave. 21IN extra depth.	$ 3,085.19			$ 3,085.19		
COB	4/28/2026	32	Setup 4" 480V pump to carry in trench all day, pulled cords and installed hose. Turned on 4" 480V cased pump by MH16. Dewatering ran all night.	$ 2,233.94		$ 2,233.94			
COB	4/29/2026	33	Excavate and haul-off 38.89 BCY of saturated subgrade and replace with screened rock along main in S Black Ave. 2FT extra depth.	$ 5,288.89			$ 5,288.89		
COB	4/29/2026	34	Carried 4IN 480 pump in ditch the whole day along with cased well. Pulled hoses and cords, moved genset. Dewatering ran all night.	$ 1,831.48		$ 1,831.48			
COB	4/30/2026	35	Excavate and haul-off 7.78 BCY of saturated subgrade and replace with screened rock along main in S Black Ave. 18IN extra depth.	$ 1,057.78			$ 1,057.78		
COB	4/30 - 5/3	36	4/30 - 5/3 Cased 4IN pump ran Thursday through Sunday. 5/1 Cole came to site and re-fueled generator.	$ 3,662.97		$ 3,662.97			
COB	5/4/2026	37	Excavate and haul-off 28.89 BCY of saturated subgrade and replace with screened rock along main in S Black Ave. Including below SSMH #17 and 17FT of main west of MH was installed to make connections on back side. 2FT extra depth.	$ 2,455.56			$ 2,455.56		
COB	5/4/2026	38	Carried 4IN pump and 2IN pump in trench all day. 4IN cased pump ran all day. Pulled 4IN pump from trench and rolled up hoses and cords at end of day. 2IN pump and 4IN cased pump ran all night.	$ 1,219.04		$ 1,219.04			
COB	5/5/2026	39	Excavate and haul-off 9.72 BCY of saturated subgrade and replace with screened rock along services to 1005, 1009, and 1021 S Black. 10.5IN extra depth.	$ 1,322.22			$ 1,322.22		
COB	5/5/2026	40	Ran 4IN cased well and 2IN pump in trench, both all day. At end of day we pulled pumps and removed cased well.	$ 1,376.53		$ 1,376.53			
COB	5/5/2026	41	Excavate and haul-off 15 BCY of saturated native backfill and replace with pit run above service to 1005, 1009, and 1021 S Black along with above sewer main near SSMH 17.	$ 1,050.00					$ 1,050.00
COB	5/6/2026	42	Cut up dewatering fuse pipe and hauled back to shop. Hauled genset to shop. Demo'd dewatering outfall sump.	$ 1,248.21		$ 1,248.21			
COB	5/6/2026	43	Excavate and haul-off 15 BCY of saturated native backfill and replace with pit run during backfill surrounding SSMH17.	$ 1,050.00					$ 1,050.00
			SUBTOTALS:	**$ 30,325.50**	**$ -**	**$ 12,535.12**	**$ 15,690.38**	**$ -**	**$ 2,100.00**

S Black Swr Reno (2538)
Tyler Prothero (579)
45.670322, -111.036117 | 7.0°N
03/24/2026
12:20 PM GMT-6

S Black Swr Reno (2538)
329
Tyler Prothero (579)
Location Data Not Provided
03/30/2026
01:31 PM MDT

4/8/2026

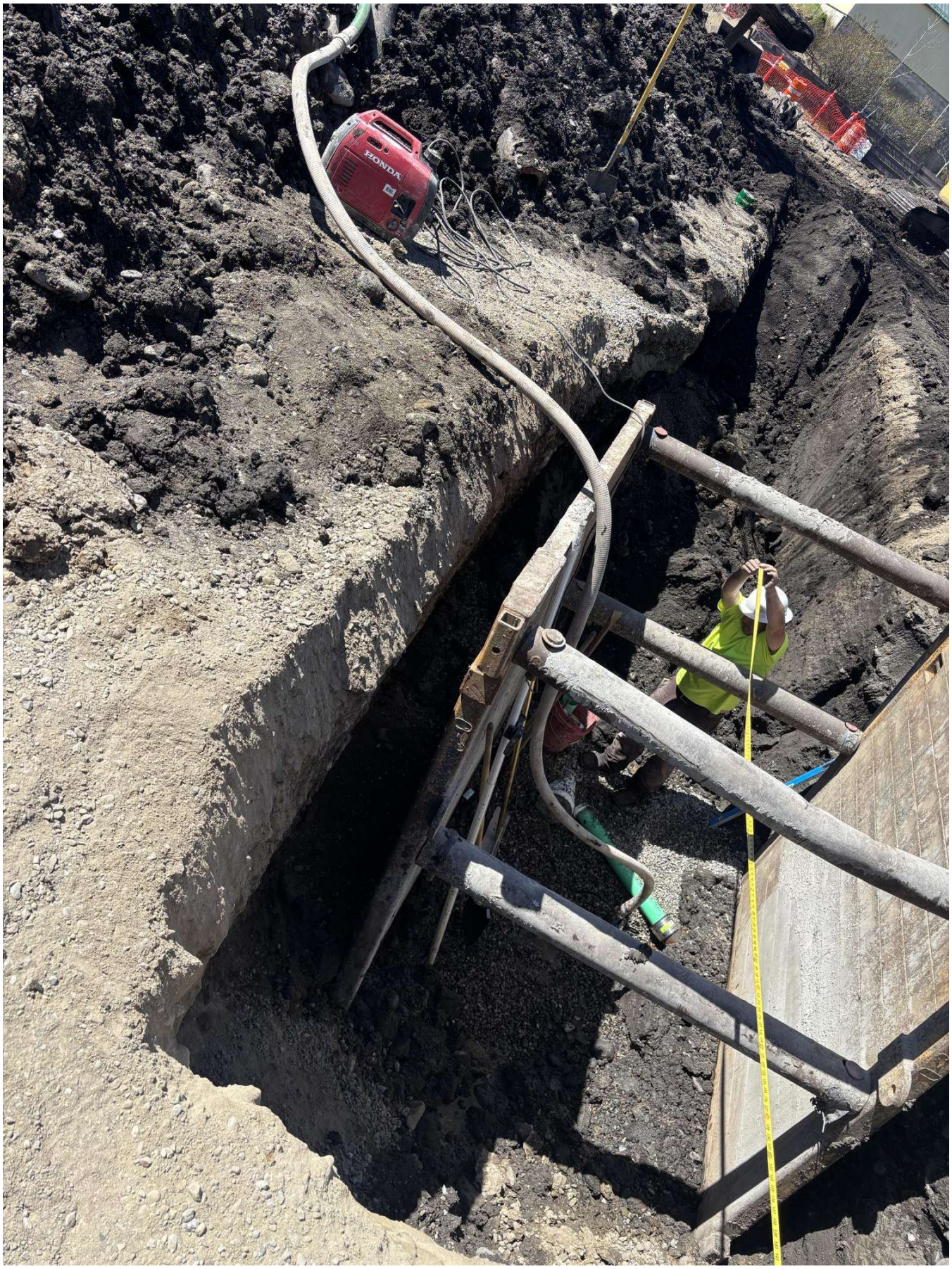
4/8/2026

4/8/2026

4/9/2026

4/9/2026

4/9/2026



4/13/2026

S Black Swr Reno (2538)
Tyler Prothero (579)
Location Data Not Provided
04/14/2
04:00 PM MDT

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Tyler Prothero (579)
45.669472, -111.035622 | 336.0°NW
04/15/2
10:08 AM GMT-6

S Black Swr Reno (2538)
Tyler Prothero (579)
Location Data Not Provided
04/20/2
12:52 PM MDT

S Black Swr Reno (2538)
Tyler Prothero (579)
45.669238, -111.035631 | 10.0°N
04/21/2
09:37 AM GMT-6

S Black Swr Reno (2538)
Tyler Prothero (579)
45.669328, -111.035631 | 245.0°SW
04/21/2
09:18 AM GMT-6

RESOLUTION

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, APPROVING ALTERATION OR MODIFICATION OF CONTRACT WITH WILLIAMS CIVIL CONSTRUCTION, INC

WHEREAS, the City Commission did, on the 23RD day of September 2025, authorize award of the bid for the 2025 South Black Sewer Renovations Project to Williams Civil Construction Inc; and

WHEREAS, Section 7-5-4308, Montana Code Annotated, provides that any such alterations or modifications of the specifications and/or plans of the contract be made by resolution; and

WHEREAS, it has become necessary in the prosecution of the work to make alterations or modifications to the specifications and/or plans of the contract.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, to wit: that the proposed modifications and/or alterations to the contract between the City of Bozeman, a municipal corporation, and Williams Civil Construction Inc, as contained in Change Order No. 2, attached hereto, be and the same are hereby approved; and the City Manager is hereby authorized and directed to execute the contract change order for and on behalf of the City; and the City Clerk is authorized and directed to attest such signature.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 26TH day of May, 2026.

_____

JOEY MORRISON
Mayor

ATTEST:

_____

MIKE MAAS
City Clerk

APPROVED AS TO FORM:

_____

GREG SULLIVAN
City Attorney

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Collin Mieras, Associate Planner
Chris Saunders, Community Development Manager
Erin George, Community Development Director

SUBJECT: Resolution for the Adoption of the Hanson Lane Annexation, Annexing 9.979 Acres, Application 25775

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: Adopt Resolution.

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 unanimously (4:0) approved Application 25775 on May 5, 2026 to annex 9.979 acres, subject to terms of annexation, and voted (3:1) to establish an initial zoning designation of R-B (Residential Mixed Use Low-Medium District). The landowner has agreed to the terms of the annexation agreement as identified in the staff report from the May 5, 2026 City Commission meeting. A signed annexation agreement was received on May 26, 2026.

The Hanson Lane property is undeveloped, consists of 9.979 acres and is generally located north of Durston Road, east of Hanson Street, and west of New Holland Drive. The property is part of a larger inholding of unincorporated land, with city limits immediately adjacent to the property on three sides: the south, east, and northwest.

The property owner does not have any current plans to develop the property after the completion of the annexation, zone map amendment, and subdivision exemption. Any possible future development will need to comply with the permitted uses and standards in the R-B zone district. Please note that this annexation is separate from the Fowler Housing Project, which is located on the adjacent property to the north/northeast and owned by the City.

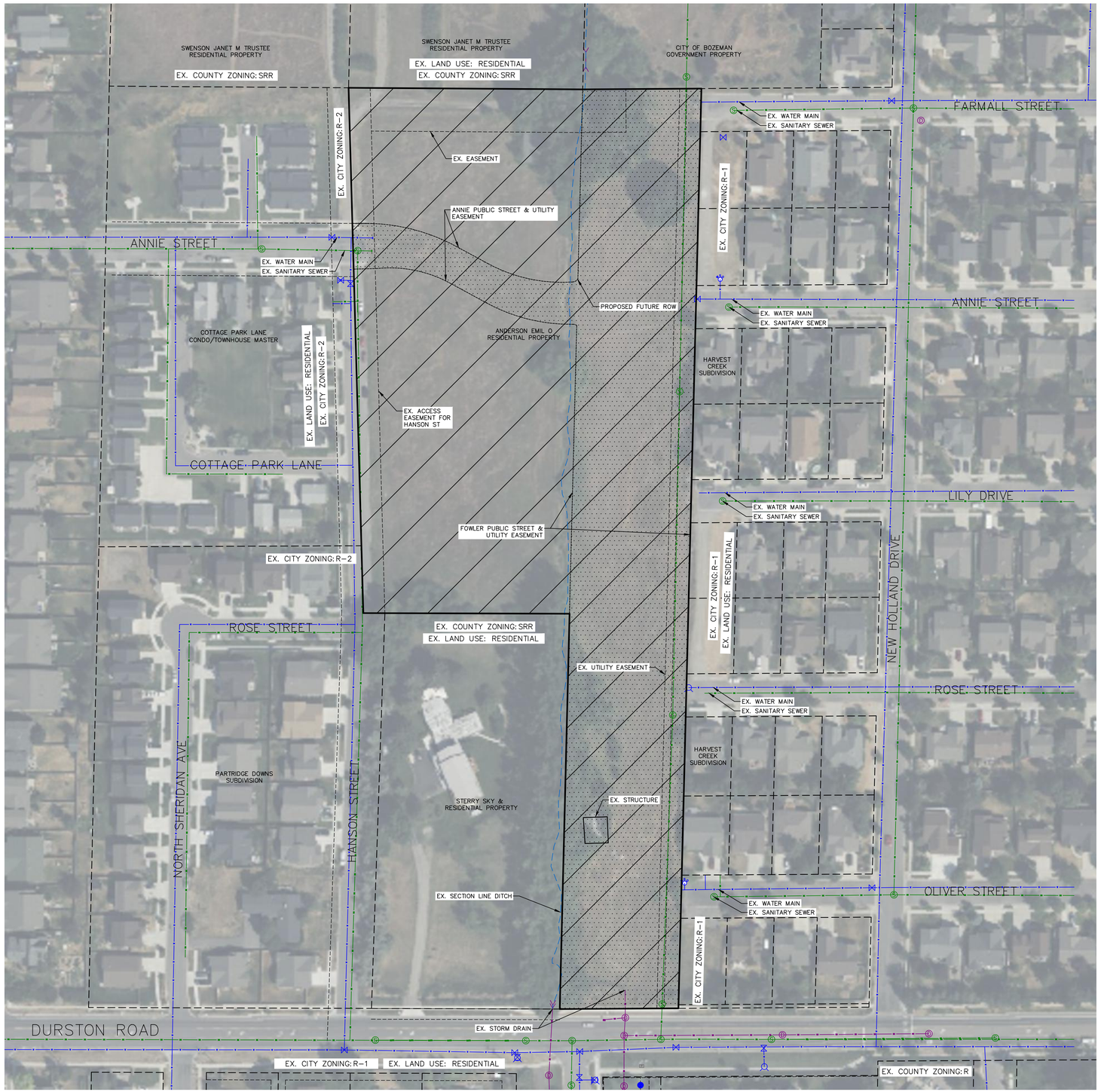
UNRESOLVED ISSUES: None.

ALTERNATIVES: As determined by the Commission.

FISCAL EFFECTS: None at this time.

Attachments:
ANNEXATION MAP.pdf
25775 Hanson Lane Annex Resolution 2026-___.pdf
Hanson Lane Annexation Agreement - Applicant Executed.pdf

Report compiled on: May 18, 2026



ANNEXATION MAP

SCALE: 1" = 75' 75 38 0 75 150

HANSON LANE ANNEXATION MAP

LEGEND:

- SUBJECT PROPERTY
- PROPERTY LINE/EASEMENT
- WATERCOURSE / DITCH
- EXISTING WATER MAIN
- EXISTING SANITARY SEWER
- EXISTING STORM DRAIN

ZONE DEFINITIONS:

CITY:
R-1:
RESIDENTIAL LOW DENSITY DISTRICT
R-2:
RESIDENTIAL MODERATE DENSITY DISTRICT
R-3:
RESIDENTIAL MEDIUM DENSITY DISTRICT
PLI:
PUBLIC LANDS AND INSTITUTIONS DISTRICT
COUNTY:
SRR:
SEMI - RURAL RESIDENTIAL ZONE
R:
GENERAL RESIDENTIAL ZONE

PROPERTY SIZE:

434,685 SQUARE FEET
9.979 ACRES

ZONE:

EX. COUNTY ZONING: SRR
PRO. CITY ZONING: R-3

PROPERTY NOTES:

THE EXISTING STRUCTURE LABELED ON THE SITE IS LEGALLY DESCRIBED AS: "AAP1 - POLE FRAME BUILDING, 4 SIDES CLOSED, METAL." BUILT IN 1978. DIMENSIONS ARE 40'X52'.

THE SECTION LINE DITCH IS A SINGULAR DITCH RUNNING SOUTH TO NORTH ALONG AND THROUGH THE SUBJECT PROPERTY. IRREGULAR VEGETATION IS FOUND ALONG THE EDGE. THE DITCH RUNS OUT OF A STORM DRAIN AT THE SOUTH END AND INTO A STORM DRAIN AT THE NORTH END OF THE SUBJECT PROPERTY. THE DITCH ACTS AS AN IRRIGATION FACILITY.

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE E½SE¼ OF SECTION 3, AND THE W½W½SW¼ OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 5
EAST, M.P.M., GALLATIN COUNTY, MONTANA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTION 2, 3, 10, AND 11 THENCE NORTH 01º36'27" EAST ALONG THE EAST LINE OF SECTION 3, A DISTANCE OF 594.83 FEET; THENCE NORTH 89º38'43" WEST, ALONG THE NORTH LINE OF THE PROPERTY DESCRIBED IN 10 FILM 134 OF DEED RECORDS, FILED WITH THE COUNTY CLERK AND RECORDER, GALLATIN COUNTY, MONTANA, A DISTANCE OF 286.86 FEET; THENCE NORTH 01º26'21" WEST, A DISTANCE OF 731.02 FEET; THENCE SOUTH 89º23'54" EAST , A DISTANCE OF 325.72 FEET TO THE SECTION LINE COMMON TO SECTIONS 2 AND 3; THENCE NORTH 89º44'00" EAST A DISTANCE OF 165.00 FEET; THENCE SOUTH 1º36'27" WEST PARALLEL TO THE WEST LINE OF SECTION 2, A DISTANCE OF 1,324.38 FEET TO THE SOUTH LINE OF SAID SECTION 2; THENCE SOUTH 89º46'00" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY RECORDED IN FILM 13, PAGE 166.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF BOZEMAN BY QUIT CLAIM DEED RECORDED
OCTOBER 25, 2005 AS DOCUMENT NO. 2207022, RECORDS OF GALLATIN COUNTY, MONTANA.

UULC
UTILITIES UNDERGROUND LOCATION CENTER
MONTANA ONE CALL
CALL BEFORE YOU DIG!
1-800-424-5555
www.Callbeforeyoudig.org

PRELIMINARY - FOR REVIEW

DRAWING HISTORY

DATE	DESCRIPTION
01/01/2026	CITY REVIEW
-	-
-	-
-	-
-	-
-	-
-	-

FILE: 24006.08_HANSON_PLANS.DWG
PROJECT NO: 24006.08
CAD: TH
QUALITY ASSURANCE: CN

HANSON LANE ANNEXATION
ANNEXATION APPLICATION OF HANSON LANE
BOZEMAN, MONTANA
ANNEXATION MAP

RESOLUTION

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, PROVIDING FOR THE ANNEXATION OF A CERTAIN CONTIGUOUS TRACT OF LAND, HEREINAFTER DESCRIBED, TO THE CORPORATE LIMITS OF THE CITY OF BOZEMAN AND THE EXTENSION OF THE BOUNDARIES OF THE CITY OF BOZEMAN SO AS TO INCLUDE SAID CONTIGUOUS TRACT, KNOWN AS THE HANSON LANE ANNEXATION, APPLICATION 25775.

WHEREAS, the City of Bozeman received a petition for annexation from the property owner, Emil Anderson, requesting the City Commission to extend the boundaries of the City of Bozeman so as to include an area of land containing approximately 9.979 acres, described herein; and

WHEREAS, an annexation staff report was prepared in accordance with the Commission's goals and policies for annexation and was presented to the Commission on May 5, 2026; and

WHEREAS, a public meeting on said annexation petition was duly noticed and held on May 5, 2026; and

WHEREAS, the City received no written protest from real property owners of the area to be annexed; and

WHEREAS, on June 2, 2026, the Commission received the executed annexation agreement addressing all recommended terms of annexation; and

WHEREAS, the provision of available services, including, but not limited to, streets, rights-of-way, easements, water rights or cash-in-lieu, and water and sewer hookup fees, to said contiguous tract as described is the subject of a written agreement between the City and the Landowner; and

WHEREAS, the Bozeman City Commission hereby finds that the annexation of this contiguous tract is in the best interests of the City of Bozeman and the inhabitants/owners thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, to wit:

Section 1

That it is hereby declared that, pursuant to Title 7, Chapter 2, Part 46, Mont. Codes Ann., the following-described property, which is contiguous to the municipal boundaries of the City of Bozeman, be annexed to the City of Bozeman and that the boundaries of said City shall be extended so as to embrace and include such approximately 9.979 acres, to wit:

> A TRACT OF LAND IN THE E½SE¼ OF SECTION 3, AND THE W½W½SW¼ OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 5 EAST, M.P.M., GALLATIN COUNTY, MONTANA, AND DESCRIBED AS FOLLOWS:
>
> BEGINNING AT THE SECTION CORNER COMMON TO SECTION 2, 3, 10, AND 11 THENCE NORTH 01º36'27" EAST ALONG THE EAST LINE OF SECTION 3, A DISTANCE OF 594.83 FEET; THENCE NORTH 89º38'43" WEST, ALONG THE NORTH LINE OF THE PROPERTY DESCRIBED IN 10 FILM 134 OF DEED RECORDS, FILED WITH THE COUNTY CLERK AND RECORDER, GALLATIN COUNTY, MONTANA, A DISTANCE OF 286.86 FEET; THENCE NORTH 01º26'21" WEST, A DISTANCE OF 731.02 FEET; THENCE SOUTH 89º23'54" EAST, A DISTANCE OF 325.72 FEET TO THE SECTION LINE COMMON TO SECTIONS 2 AND 3; THENCE NORTH 89º44'00" EAST A DISTANCE OF 165.00 FEET; THENCE SOUTH 1º36'27" WEST PARALLEL TO THE WEST LINE OF SECTION 2, A DISTANCE OF 1,324.38 FEET TO THE SOUTH LINE OF SAID SECTION 2; THENCE SOUTH 89º46'00" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY RECORDED IN FILM 13, PAGE 166. EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF BOZEMAN BY QUIT CLAIM DEED RECORDED OCTOBER 25, 2005 AS DOCUMENT NO. 2207022, RECORDS OF GALLATIN COUNTY, MONTANA.

All as depicted on the Hanson Lane Annexation Map.

Section 2

This Resolution is effective upon recording with the Gallatin County Clerk and Recorder.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 2nd day of June, 2026.

_____

JOEY MORRISON
Mayor

ATTEST:

_____

MIKE MAAS
City Clerk

APPROVED AS TO FORM:

_____

GREG SULLIVAN
City Attorney

Inter-office Original to:
City of Bozeman
City Clerk
PO Box 1230
Bozeman, MT 549771-1230

HANSON LANE
ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT made and entered into this 26 day of May, 2026, by and between the CITY OF BOZEMAN, a self-governing municipal corporation organized and existing under its Charter and the laws of the State of Montana with offices at 121 N. Rouse Avenue, Bozeman, Montana 59771-0640, hereinafter referred to as "City", and Emil Anderson, 90 Moss Bridge Road, Bozeman MT 59718, hereinafter referred to as "Landowner". The effective date of this Agreement shall be the date upon which the Bozeman City Commission adopts a resolution creating the Hanson Lane Annexation and authorizing execution of this Agreement.

WITNESSETH:

WHEREAS, Landowner is owner in fee of a tract of certain real property, hereinafter referred to as the HANSON LANE ANNEXATION situated in Gallatin County, Montana, and more particularly described as follows:

An area of land described as follows:

A TRACT OF LAND IN THE E½SE¼ OF SECTION 3, AND THE W½W½SW¼ OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 5 EAST, M.P.M., GALLATIN COUNTY, MONTANA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTION 2, 3, 10, AND 11 THENCE NORTH 01°36'27" EAST ALONG THE EAST LINE OF SECTION 3, A DISTANCE OF 594.83 FEET; THENCE NORTH 89°38'43" WEST, ALONG THE NORTH LINE OF THE PROPERTY DESCRIBED IN 10 FILM 134 OF DEED RECORDS, FILED WITH THE COUNTY CLERK AND RECORDER, GALLATIN COUNTY, MONTANA, A DISTANCE OF 286.86 FEET; THENCE NORTH 01°26'21" WEST, A DISTANCE OF 731.02 FEET; THENCE SOUTH 89°23'54" EAST, A DISTANCE OF 325.72 FEET TO THE SECTION LINE COMMON TO SECTIONS 2 AND 3; THENCE NORTH 89°44'00" EAST A DISTANCE OF 165.00 FEET; THENCE SOUTH 1°36'27" WEST PARALLEL TO THE WEST LINE OF SECTION 2, A DISTANCE OF 1,324.38 FEET TO THE SOUTH LINE OF SAID SECTION 2; THENCE SOUTH 89°46'00" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY RECORDED IN FILM 13, PAGE 166.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF BOZEMAN BY QUIT CLAIM DEED RECORDED OCTOBER 25, 2005, AS DOCUMENT NO. 2207022, RECORDS OF GALLATIN COUNTY, MONTANA.

All as depicted on the Hanson Lane Annexation Map.

WHEREAS, the Landowner petitioned the City for annexation to the City of the HANSON LANE ANNEXATION; and

WHEREAS, the HANSON LANE ANNEXATION is not within the corporate limits of the City or other municipality and may therefore be annexed to the City in accordance with the provisions of this Agreement and Title 7, Chapter 2, Part 46, Mont. Code Ann.; and

WHEREAS, the parties recognize the annexation of the HANSON LANE ANNEXATION pursuant to Section 7-2-4601, et seq., Mont. Code Ann. will allow the HANSON LANE ANNEXATION to connect to and utilize City services, including but not limited to the municipal water and sewer service, parks and recreation, fire and police services, and the City's transportation system; and

WHEREAS, Section 7-2-4610, Mont. Code Ann. provides that a municipality and landowner can agree to the provisions of services to the area to be annexed; and

WHEREAS, the parties recognize development on the HANSON LANE ANNEXATION will impact area parks, recreation, transportation, police, and fire services, and that future development may require additional public infrastructure, including but not limited to transportation, capacity for municipal water and sewer services, parks, recreation, police, and fire services; and

WHEREAS, the Landowner finds this Agreement will provide for the most satisfactory and dependable water supply and sewer supply or service, and provide transportation, parks, recreation, police and fire service, and other municipal services for development of the HANSON LANE ANNEXATION; and

WHEREAS, the parties have determined that it is in the best interests of the City and Landowner, and in furtherance of the public health, safety and welfare of the community to enter into and implement this Agreement.

WITNESSETH:

IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Recitals

The above recitals are true and correct and are hereby incorporated into this Agreement.

2. Annexation

The Landowner filed an application for annexation of the HANSON LANE ANNEXATION with the City on January 30, 2026. By execution of this Agreement, the City manifests its intent to annex the HANSON LANE ANNEXATION tract pursuant to the terms and

conditions of this Agreement. Subject to the provisions of Title 7, Chapter 2, Part 46, Mont. Code Ann. the City shall, upon execution of this Agreement, adopt a Resolution of Annexation of the HANSON LANE ANNEXATION. Further, upon the execution of this Agreement, the Landowner shall do all things required by this Agreement and all things necessary and proper to aid and assist the City in carrying out the terms, conditions and provisions of this Agreement and to effect the annexation of the HANSON LANE ANNEXATION.

3. Services Provided

The City will, upon annexation, make available to the HANSON LANE ANNEXATION existing City services only to the extent currently available, or as provided in this Agreement.

4. Municipal Water Service Defined

The term "municipal water service" as used in this agreement is the service supplied by the City in accordance with Chapter 40, Article 2, Bozeman Municipal Code, as amended, as well as any other terms and conditions which apply to the City's provision of municipal water service, but does not include the extension of lines or construction of necessary improvements at any cost to the City for delivery of water to and within the HANSON LANE ANNEXATION. Nothing in this Agreement shall obligate the City to pay for right-of-way acquisition, engineering, construction, and other costs for the delivery of water to or within the HANSON LANE ANNEXATION including, but not limited to, any impact fees, hook-up, connection, private reimbursement, or development charges which have been or may be established by the City.

5. Municipal Sewer Service Defined

The term "municipal sewer service" as used in this Agreement is the service supplied by the City in accordance with Chapter 40, Article 3, Bozeman Municipal Code, as amended, as well as any other terms and conditions which apply to the City's provision of this service, but does not

include the extension of lines or construction of necessary improvements at any cost to the City for collection of sewage at and within the HANSON LANE ANNEXATION. Nothing in this Agreement shall obligate the City to pay for right-of-way acquisition, engineering, construction, and other costs for the collection of sewage services to or within the HANSON LANE ANNEXATION including, but not limited to, any impact fees, hookup, connection, or development charges which may be established by the City.

6. Water Rights

The Landowner specifically recognizes and agrees the Landowner must satisfy the City's water adequacy code upon further development or subdivision of the property in accordance with Section 38.410.110, Bozeman Municipal Code. The City will calculate the total amount of water that must be offset in accordance with 38.410.110 BMC at the time of further development or subdivision of the property. The Landowner must transfer any useful water rights that exist for the property to the City prior to development.

The City has determined that the following water rights that exist for this property are useful for the City and must be transferred to the City upon further development or subdivision of the property:

NONE.

The amount of the calculated demand offset by the transfer of these useful water rights will be determined by the City at the time of future development. If the calculated demand is not completely offset by the transfer of these useful water rights, the Landowner must offset the remaining calculated demand in accordance with 38.410.110 BMC prior to development. If cash in lieu of water rights are used to offset any portion of the calculated demand, the Landowner

acknowledges that the rates for cash in-lieu of water rights may increase over time as established by Resolution or other action of the City Commission.

7. Water and Sewer Connections

Landowner understands and agrees that any future development on the property will require connection to City water and sewer utilities. Water and sewer services must be constructed in accordance with design and specifications approved by the City prior to the installation of the water and sewer lines. Landowner must contact the City Water and Sewer Division and Building Division to obtain details of construction requirements. The cost of all connections to the City water and sewer utilities shall be borne by the Landowner.

8. Comprehensive Water and Water Design Report

Prior to future development of the property the City may require the Landowner to have prepared by a Professional Engineer, at Landowner's sole expense, a comprehensive design report evaluating existing capacity of sewer and water utilities in the area. The report must include hydraulic evaluations of each utility for both existing and post-development demands, and the report findings must demonstrate adequate capacity to serve the full development of the land. If adequate infrastructure capacity is not available for the proposed development, the report must identify water or wastewater system improvements necessary for the proposed development. If improvements to this water or wastewater system are necessary, the Landowner agrees prior to development of the HANSON LANE ANNEXATION to complete, at Landowner's expense, the necessary system improvements to serve the proposed development.

9. Future Development Limitations

The Landowner shall be responsible for installing all facilities required to provide full municipal services to the property in accordance with the City's Infrastructure Issue Plans and all

City regulations, policies and guidelines that may be in effect at the time of any future development. Landowner understands and agrees Landowner has no right, either granted or implied, for it to further develop any of the HANSON LANE ANNEXATION until it is verified by the City that the necessary municipal services, including but not limited to police and fire protection, parks and recreation, transportation, and sewer and water capacity, are available to all or the relevant portion of the HANSON LANE ANNEXATION to serve the proposed development. Notice is hereby provided to the Landowner that prior to additional development of the property, the Landowner will be solely responsible for installing, at Landowner's sole expense, any facilities or infrastructure required to provide full municipal services to the HANSON LANE ANNEXATION in accordance with the City's infrastructure plans, adopted land use plan , and all other city regulations, policies and guidelines that may be in effect at the time of development.

10. <u>Stormwater Master Plan</u>

Landowner understands and agrees a Stormwater Master Plan for the HANSON LANE ANNEXATION for a system designed to remove solids, oils, grease, and other pollutants from the runoff from public streets and other impermeable surfaces may be required to be provided to and approved by the City at the time of any future development. The plan must demonstrate that adequate treatment of runoff from public streets, other impermeable surfaces, and all future lots will be achieved by providing spot elevations, flow direction arrows, detention and/or retention basin details (including basin sizing calculations and basin typical sections), outlet structure details, and culvert capacity calculations. The plan must also locate and provide easements for adequate drainage ways within the HANSON LANE ANNEXATION and if necessary outside of the HANSON LANE ANNEXATION to transport treated runoff to the stormwater receiving channel. The plan shall include site grading and elevation information, typical stormwater

detention/retention basin and discharge structure details, basin sizing calculations, and stormwater maintenance plan. Landowner recognizes the City may require such Stormwater Master Plan to be implemented in total or in part as a condition of approval of development of the HANSON LANE ANNEXATION.

11. Public Street and Utility Easement

Upon approval of both parties, the Landowner understands and agrees to execute the Purchase Agreement with the City for the Fowler Avenue and Annie Street rights-of-way.

The Fowler Avenue right-of-way will run north-south along the entire eastern property line from Durston Road on the south to the northern property line of the Hanson Lane property. The Annie Street right-of-way will run east-west across the northern portion of the property from the existing Annie Street dead-end on the eastern property line to the existing Annie Street dead-end on the western property line of the Hanson Lane property.

12. Impact Fees

Landowner acknowledges that annexation and development of their property will impact the City's existing street, water and sewer infrastructure, and the City's fire service. As approved by the City, the Landowner and its successors must pay the fee calculated based on the provisions of the Bozeman Municipal Code, as amended, in effect at the time of application for a permit to connect to water or sewer service or issuance of a building permit:

A) Fire impact fees equal to the amount per Chpt. 2, Art. 6. Div. 9 BMC, or as amended, at time of issuance of a building permit.
B) Transportation impact fees equal to the amount per Chpt. 2, Art. 6. Div. 9 BMC, or as amended, at time of issuance of a building permit.
C) Water impact fees as required by Chpt. 2, Art. 6. Div. 9 BMC, or as amended, at the time of connection to city water services.
D) Sewer impact fees as required by Chpt. 2, Art. 6. Div. 9 BMC, or as amended, at the time of connection to city sewer services.

Landowner further understands and agrees that any improvements, either on-site or off-site, necessary to provide connection of the HANSON LANE ANNEXATION municipal services and which are wholly attributable to the property as determined exclusively by the City are considered "project related improvements" as defined in Chapter 2, Article 6, Division 9, Bozeman Municipal Code, as amended, and as such, are not eligible for impact fee credits.

If Landowner defaults on this condition at the time such is to be performed, and should default not be remedied or corrected within thirty (30) days after written notice by City to the Landowner and Landowner/Developer of such default, the City may, at its option:

A) Declare the amounts owing for impact fees immediately due and payable and City shall have the right and privilege to take legal action against Landowners for the collection of such sum, including the entry of any judgment. In addition, the City may, at its option, enforce payment of such amount by levying an assessment on the property.

B) Elect any other remedy available to City under the laws of the State of Montana.

13. <u>Charges and Assessments</u>

Landowner understands and agrees that after this Agreement is recorded the HANSON LANE ANNEXATION will be subject to City assessments for arterial and collector streets, street maintenance, and tree maintenance on the same basis as all other properties in the City.

14. <u>Additional Terms</u>

The parties recognize these documents must be filed and of record with the Gallatin County Clerk and Recorder prior to the sale of any land within the HANSON LANE ANNEXATION. The parties further agree that the City may file these documents at any time.

15. Governing Law and Venue

This agreement shall be construed under and governed by the laws of the State of Montana. In the event of litigation, venue is in the Eighteenth Judicial District Court, in and for County of Gallatin, State of Montana.

16. Attorney's Fees

In the event it becomes necessary for either party to this Agreement 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 City Attorney.

17. Waiver

A waiver by either party of any default or breach by the other party of any term or condition of this Agreement does not limit the other party's right to enforce such term or condition or to pursue any available legal or equitable rights in the event of any subsequent default or breach. No covenant, term or agreement shall be deemed waived by either party unless waived in writing.

18. Invalid Provision

The invalidity or unenforceability of any provision of this agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

19. Modifications or Alterations

No modifications or amendment of this Agreement are valid unless evidenced by a writing signed by the parties hereto.

20. No Assignment

It is expressly agreed that the Landowner shall not assign this Agreement in whole or in part without prior written consent of the City.

21. Successors

This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, successors and assigns and specifically to any subsequent purchaser of the annexed property.

22. Covenants to Run with the Land

The parties intend that the terms of this Agreement shall benefit the HANSON LANE ANNEXATION and shall be covenants running with the land and shall not expire at their deaths or upon transfer of ownership of the property.

The undersigned affirms that they have authority to enter into this Agreement and to bind Landowner to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

DATED this 26 day of May, 2026.

LANDOWNER

Emil Anderson

By: Emil Anderson

STATE OF MONTANA_____)
:ss
COUNTY OF GALLATIN_____)

On this 26TH day of May, 2026, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Emil Anderson known to me to be the landowner that executed this Agreement and acknowledged this record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Marcy Yeykal
Notary Public for the State of Montana
Residing at Bozeman, Montana
My Commission Expires
July 14, 2029

Marcy Yeykal
(Printed Name Here)
Notary Public for the State of Montana
Residing at Bozeman
My Commission Expires: July 14, 2029
(Use 4 digits for expiration year)

CITY OF BOZEMAN

_____
By: Chuck Winn, City Manager

ATTEST:

_____
City Clerk

STATE OF MONTANA)
:ss
COUNTY OF GALLATIN)

On this _____ day of _____, 2026, before me, a Notary Public for the state of Montana, personally appeared Chuck Winn and Mike Maas, known to me to the persons described in and who executed the foregoing instrument as City Manager and City Clerk respectively, of the City of Bozeman, whose names are subscribed to the within instrument and acknowledged to me that they executed the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

_____
(Printed Name Here)
Notary Public for the State of Montana
Residing at _____
My Commission Expires:_____
(Use 4 digits for expiration year)

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Aaron Funk, Controller
Melissa Hodnett, Finance Director

SUBJECT: Authorize the Mayor to Approve the Special Improvement District 789 (Riverside Neighborhood) Bond Resolution, Series 2026 and the Subordinate Lien Revenue Bond Resolution, Series 2026A from the Department of Natural Resources and Conservation Water Pollution Control State Revolving Loan Program.

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: Authorize the Mayor to Approve the Special Improvement District 789 (Riverside Neighborhood) Bond Resolution, Series 2026 and the Subordinate Lien Revenue Bond Resolution, Series 2026A from the Department of Natural Resources and Conservation Water Pollution Control State Revolving Loan Program.

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

BACKGROUND: In April 2022, the Riverside neighborhood was officially annexed into the City of Bozeman per Resolution 5355. Following the annexation, Riverside worked with the City to create a special improvement district (SID) to connect its failing lagoon-based wastewater system to the City's infrastructure.

On November 19, 2024, Resolution 5647 - Intent to Create SID 789 was passed for the purpose of wastewater improvements to annexed properties of the Riverside Community.

On December 17, 2024, Resolution 5648 was passed creating SID 789 to finance the costs of improvements in and serving the Riverside District. The City received no protests form the owners of properties subject to assessment.

The costs to construct the improvements were paid for from the Wastewater Fund. Upon substantial completion the City planned to finance the project and will be reimbursed for all project costs through the issuance of SID bonds and a forgivable subordinate revenue bond from the DNRC Revolving Loan Program.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by Commission.

FISCAL EFFECTS: The Series 2026A Subordinate Revenue bond for $850,000 is forgivable. No debt payments or additional costs will be incurred related to this bond. Debt forgiveness is anticipated in fiscal year 2027 upon final inspections by DNRC. The Series 2026 SID 789 Bond for $1,692,00 will be paid for through the assessment of properties in SID 789. Assessments will begin in fiscal year 2027 to meet semi annual debt payments to DNRC, beginning 1/1/2027.

Attachments:
Bond Resolution Special Improvement District No. 789, Series 2026.pdf
Bond Resolution Waste Water Revenue Forgivable Bond, Series 2026A.pdf

Report compiled on: May 20, 2026

BOND RESOLUTION

Relating to

$1,692,000
SPECIAL IMPROVEMENT DISTRICT NO. 789 BOND (RIVERSIDE NEIGHBORHOOD) (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), SERIES 2026

CITY OF BOZEMAN, MONTANA

Adopted: June 2, 2026

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RESOLUTION NO. _____

RESOLUTION RELATING TO $1,692,000 SPECIAL IMPROVEMENT DISTRICT NO. 789 BOND (RIVERSIDE NEIGHBORHOOD) (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), SERIES 2026; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF AND PROVIDING FOR THE SECURITY THEREFOR

WHEREAS, pursuant to the Water Pollution Control State Revolving Fund Act, Montana Code Annotated, Title 75, Chapter 5, Part 11, as amended (the "State Act"), the State of Montana (the "State") has established a revolving loan program (the "Program") to be administered by the Department of Natural Resources and Conservation of the State of Montana, an agency of the State (the "DNRC"), and by the Department of Environmental Quality of the State of Montana, an agency of the State (the "DEQ"), and has provided that a water pollution control state revolving fund (the "Revolving Fund") be created within the state treasury and all federal, state and other funds for use in the Program be deposited into the Revolving Fund, including, but not limited to, all federal grants for capitalization of a state water pollution control revolving fund under the Federal Water Pollution Control Act (the "Clean Water Act"), all repayments of assistance awarded from the Revolving Fund, interest on investments made on money in the Revolving Fund and payments of principal of and interest on loans made from the Revolving Fund; and

WHEREAS, the State Act provides that funds from the Program shall be disbursed and administered for the purposes set forth in the Clean Water Act and according to rules adopted by the DEQ and the DNRC; and

WHEREAS, the City of Bozeman, Montana (the "City") has applied to the DNRC for a loan (the "2026 Loan") from the Revolving Fund to enable the City to finance, refinance or reimburse itself for the costs of the Riverside Sewer Project (as hereinafter defined), which will carry out the purposes of the Clean Water Act; and

WHEREAS, under the provisions of the Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the "Enabling Act"), the City is authorized to create special improvement districts to finance local improvements to be undertaken for the benefit of the district and to issue its special improvement district bonds; and

WHEREAS, the City has, pursuant to the Enabling Act, created Special Improvement District No. 789 (Riverside Neighborhood) of the City (the "District") and has provided for the levy and collection of special assessments against benefitted property therein in accordance with the Resolution of Intention (as hereinafter defined) and has provided for the pledge of the Special Improvement District Revolving Fund of the City pursuant to the Enabling Act for the security of the SID No. 789 Bond (as hereinafter defined); and

WHEREAS, the City is authorized under applicable laws, ordinances and regulations to adopt this Resolution and to issue the SID No. 789 Bond to evidence the 2026 Loan for the purposes set forth herein;

WHEREAS, the DNRC will fund the 2026 Loan (as hereinafter defined) in part, directly or indirectly, from proceeds of the EPA Capitalization Grant, proceeds of State Bonds (as hereinafter defined) and/or Recycled Money (as hereinafter defined), as determined by the DNRC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, AS FOLLOWS:

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION AND EXHIBITS

Section 1.1 Definitions. In this Resolution, unless a different meaning clearly appears from the context:

"Administrative Expense Surcharge" means a surcharge equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2026 Loan, payable on the same dates that payments of interest on the 2026 Loan are due.

"Authorized DNRC Officer" means the Director of the DNRC or his or her designee.

"Bond Counsel" means any Counsel nationally recognized as experienced in matters relating to the issuance by states or political subdivisions of tax-exempt obligations selected by the Borrower and acceptable to the DNRC.

"Bond Register" means the registration books maintained by the Registrar for the purpose of registering the ownership, transfer and exchange of the SID No. 789 Bond.

"Bondholder" or "Holder" means in respect of a Bond, the registered owner thereof as shown in the Bond Register.

"Business Day" means any day other than a Saturday, Sunday, legal holiday in the State, or day on which banks in the State are authorized or required by law to close.

"City" means the City of Bozeman, Montana, or any successor pursuant to Section 6.1.

"Clean Water Act" means the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387, as amended, and all regulations, rules and interpretations issued by the EPA thereunder.

"Closing" means the date of delivery of the SID No. 789 Bond to the DNRC.

"Code" means the Internal Revenue Code of 1986.

"Collateral Documents" means any security agreement, guaranty or other document or agreement delivered to the DNRC, if any, securing the obligations of the City under this Resolution and the SID No. 789 Bond. If no Collateral Documents secure such obligations, any reference to Collateral Documents in this Resolution shall be without effect.

"Committed Amount" means the amount of the 2026 Loan committed to be lent by the DNRC to the City pursuant to Section 4.1, as such amount may be reduced pursuant to Sections 3.2 and 3.4.

"Construction Account" means the account so designated in the District Fund and established pursuant to Sections 10.2 and 10.3.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and satisfactory to the DNRC.

"DEQ" means the Department of Environmental Quality of the State of Montana, an agency of the State, or any successor to its powers, duties and obligations under the Act or the EPA Agreements.

"District Fund" means the Special Improvement District No. 789 Fund of the City, established pursuant to Section 10.2.

"DNRC" means the Department of Natural Resources and Conservation of the State of Montana, an agency of the State, and any successor to its powers, duties and obligations under the State Act.

"Enabling Act" means Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended.

"EPA" means the Environmental Protection Agency, an agency of the United States of America, and any successor to its functions under the Clean Water Act.

"EPA Agreements" means all capitalization grant agreements and other written agreements between the DEQ, the DNRC, and the EPA concerning the Program.

"EPA Capitalization Grant" means a grant of funds to the State by the EPA under Title VI of the Clean Water Act and any grant made available by the EPA for deposit in the Revolving Fund pursuant to Section 205(m) of the Clean Water Act.

"Fiscal Year" means the period commencing on the first day of July of any year and ending on the last day of June of the next calendar year, or any other twelve-month period authorized by law and specified by the Commission as the City's fiscal year.

"Government Obligations" means (a) direct general obligations of, or obligations the prompt payment of the principal of and the interest on which is fully and unconditionally guaranteed by, the United States of America, (b) obligations the payment of the principal of, premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of

the United States of America, (c) certificates or other evidence of ownership in principal to be paid or interest to accrue on a pool of obligations of the type described in the foregoing clause (a) or (b), which obligations are held by a custodian, any obligations described in the foregoing clause (a) or (b) may be issued or held in book-entry form on the books of the Department of Treasury of the United States of America, and (d) a government money market fund holding the foregoing obligations or certificates.

"Governmental Unit" means governmental unit as such term is used in Section 145(a) of the Code.

"Indenture" means the Indenture of Trust, dated as of June 1, 1991, between the Board of Examiners of the State and the Trustee, as such may be supplemented or amended from time to time in accordance with the provisions thereof, pursuant to which, among other things, the State Bonds are to be or have been issued.

"Interest Account" means the account so designated in the District Fund and established pursuant to Sections 10.2 and 10.4.

"Loan Loss Reserve Surcharge" means a surcharge equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2026 Loan payable by the City on the same dates that payments of interest on the 2026 Loan are due.

"Loan Repayments" means the periodic payments of principal of and interest on the 2026 Loan, at the rate and times specified in Article V.

"Loan Term" means that period of time commencing and ending as set in Sections 4.2 and 4.3.

"Opinion of Counsel" means a written opinion of Counsel.

"Pledged Revenues" means the special assessments levied pursuant to Section 6.7, amounts then on hand in the Revolving Fund and available for transfer to the Interest Account or the Principal Account, as provided in Section 10.5.

"Principal Account" means the account so designated in the District Fund and established pursuant to Sections 10.2 and 10.4.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization or Public Entity.

"Program" means the Water Pollution Control State Revolving Fund Program established by the State Act.

"Project" means an improvement, betterment, reconstruction or extension of the System, including the Riverside Sewer Project.

"Public Entity" means a State agency, city, town, municipality, irrigation district, county water and sewer district, a soil conservation district or other public body created pursuant to State law or an Indian tribe that has a federally recognized governing body carrying out substantial governmental duties and powers over any area.

"Recycled Money" means payments and prepayments of principal of loans made under the Program, and any other amounts transferred to the Principal Subaccount in the Revenue Subaccount in the State Allocation Account (as such terms are defined in the Indenture).

"Registrar" means the Person, if any, appointed by the City to maintain the Bond Register for the SID No. 789 Bond.

"Reserved Amounts" means any undisbursed Committed Amount which will or may be required to pay any remaining costs of the Riverside Sewer Project upon completion thereof as provided in Section 3.4(a).

"Resolution" means this Resolution as it may from time to time be amended or supplemented in accordance with its terms.

"Resolution of Intention" means Resolution No. 5647, adopted by the City Commission on November 19, 2024.

"Revolving Fund" means the Special Improvement District Revolving Fund of the City established pursuant to the Enabling Act and Ordinance No. 759, adopted by the City Commission on May 13, 1968.

"Riverside Sewer Project" means the designing, engineering, and construction of the facilities, improvements and activities financed, refinanced or the cost of which is being financed by or reimbursed to the City with proceeds of the 2026 Loan, described in Appendix A hereto.

"System" means the municipal sewer system of the City, including the sanitary sewer and storm sewer, as it may at any time exist, of which the Riverside Sewer Project will constitute a part.

"SID No. 789 Bond" means the $1,692,000 Special Improvement District No. 789 Bond (Riverside Neighborhood) (DNRC Water Pollution Control State Revolving Loan Program), Series 2026, issued to the DNRC to evidence the 2026 Loan.

"State" means the State of Montana.

"State Act" means Montana Code Annotated, Title 75, Part 5, Chapter 11, as amended from time to time.

"State Bonds" means the State's General Obligation Bonds (Water Pollution Control State Revolving Fund Program), issued and to be issued pursuant to the Indenture.

"Trustee" means U.S. Bank Trust Company, National Association, or any successor trustee under the Indenture.

"2026 Loan" means the loan made to the City by the DNRC pursuant to the Program in the maximum amount of the Committed Amount to provide funds to pay costs of the Riverside Sewer Project, to pay costs of issuance, and to fund a deposit to the Revolving Fund.

Section 1.2 Other Rules of Construction. For all purposes of this Resolution, except where the context clearly indicates otherwise:

(a) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted government accounting standards.

(b) Terms in the singular include the plural and vice versa.

(c) All references to time shall refer to Helena, Montana time, unless otherwise provided herein.

(d) All references to mail shall refer to first-class mail postage prepaid.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) "Or" is not exclusive, but is intended to permit or encompass one, more or all of the alternatives conjoined.

(g) All references in this Resolution to designated sections and other subdivisions are to the designated sections and other subdivisions of this Resolution as originally adopted.

(h) The words "herein," "hereof" and "hereunder" and other words of similar import without reference to any particular section or subdivision refer to this Resolution as a whole and not to any particular section or other subdivision unless the context clearly indicates otherwise.

(i) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles applicable to governmental entities.

(j) All computations provided herein shall be made in accordance with generally accepted accounting principles applicable to governmental entities consistently applied.

Section 1.3 Appendices. Attached to this Resolution and hereby made a part hereof are the following Appendices:

Appendix A: a description of and estimated budget for the Riverside Sewer Project;

Appendix B: the form of the SID No. 789 Bond; and

Appendix C: additional agreements, representations, and covenants of the City.

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1 Representations. The City represents as follows:

(a) Organization and Authority. The City:

(i) is duly organized and validly existing as a municipal corporation and political subdivision of the State;

(ii) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the Riverside Sewer Project and to carry on its current activities with respect to the Riverside Sewer Project, to adopt this Resolution and to enter into the Collateral Documents and to issue the SID No. 789 Bond and to carry out and consummate all transactions contemplated by this Resolution, the SID No. 789 Bond and the Collateral Documents;

(iii) is a Governmental Unit and a Public Entity; and

(iv) has taken all proper action to authorize the execution, delivery and performance of its obligations under this Resolution, the SID No. 789 Bond and the Collateral Documents and the issuance of the SID No. 789 Bond in the maximum amount of the Committed Amount.

(b) Litigation. There is no litigation or proceeding pending, or to the knowledge of the City threatened, against or affecting the City in any court or before or by any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the existence, corporate or otherwise, of the City,

the validity or regularity of the creation of the District, the contracts for construction of the Riverside Sewer Project or the undertaking and agreement of the City to levy special assessments therefor and to make good any deficiency in the collection thereof through the levy of taxes for and the making of advances from the Revolving Fund, or the right and power of the City to issue the SID No. 789 Bond or in any manner questioning the existence of any condition precedent to the exercise of the City's powers in these matters or the ability of the City to make all payments and otherwise perform its obligations under this Resolution, the SID No. 789 Bond and the Collateral Documents, or the transactions contemplated by this Resolution, the SID No. 789 Bond, and the Collateral Documents or the validity and enforceability of this Resolution, the SID No. 789 Bond and the Collateral Documents. No referendum petition has been filed with respect to any resolution or other action of the City relating to the Riverside Sewer Project, the SID No. 789 Bond or any Collateral Documents and the period for filing any such petition will have expired before issuance of the SID No. 789 Bond.

(c) Borrowing Legal and Authorized. The adoption of this Resolution, the execution and delivery of the SID No. 789 Bond, the Collateral Documents and the consummation of the transactions provided for in this Resolution, the SID No. 789 Bond and the Collateral Documents and compliance by the City with the provisions of this Resolution, the SID No. 789 Bond and the Collateral Documents:

(i) are within the powers of the City and have been duly authorized by all necessary action on the part of the City; and

(ii) do not and will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the City pursuant to any ordinance, resolution, indenture, loan agreement or other agreement or instrument (other than this Resolution and any Collateral Documents) to which the City is a party or by which the City or its property may be bound, nor will such action result in any violation of the provisions of the charter or similar document, if applicable, of the Borrower or any laws, ordinances, governmental

rules or regulations or court or other governmental orders to which the City, its properties or operations are subject.

(d) No Defaults. No event has occurred and no condition exists that, upon the execution and delivery of the SID No. 789 Bond and the Collateral Documents, would constitute a default under this Resolution or the Collateral Documents. The City is not in violation of any term of any agreement, bond resolution, trust indenture, charter or other instrument to which it is a party or by which it or its property may be bound which violation would materially and adversely affect the transactions contemplated hereby or the compliance by the City with the terms hereof or of the SID No. 789 Bond and the Collateral Documents.

(e) Governmental Consent. The City has obtained or made all permits, findings and approvals required to the date of adoption of this Resolution by any governmental body or officer for the making and performance by the City of its obligations under this Resolution, the SID No. 789 Bond and the Collateral Documents or for the Riverside Sewer Project, the financing or refinancing thereof or the reimbursement of the City for the costs thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of the City as a condition to adopting this Resolution, issuing the SID No. 789 Bond or entering into the Collateral Documents and the performance of the City's obligations hereunder and thereunder.

(f) Binding Obligation. This Resolution, the SID No. 789 Bond and any Collateral Documents to which the City is a party are the valid and binding obligations and agreements of the City, enforceable against the City in accordance with their terms except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, moratorium, reorganization, insolvency or similar laws affecting creditors' rights and general principles of equity.

(g) The Riverside Sewer Project. The Riverside Sewer Project consists and will consist of the facilities, improvements and activities described in Appendix A, as such Appendix A may be amended from time to time in accordance with the provisions of

Article III of this Resolution. The Riverside Sewer Project comprises facilities of a type that, as determined by the EPA, will facilitate compliance with the national primary water pollution control regulations applicable to the System or will otherwise significantly further the health protection objectives of the Clean Water Act.

(h) The System. The System is a "public sewage system" within the meaning of the State Act and the Clean Water Act in that it is a public sewage system that provides collection, transportation, treatment or disposal of sewage for 15 or more families or 25 or more persons daily for any 60 or more days in a calendar year.

(i) Full Disclosure. There is no fact that the City has not specifically disclosed in writing to the DNRC that materially and adversely affects or (so far as the City can now foresee), except for pending or proposed legislation or regulations that are a matter of general public information, that will materially and adversely affect the properties, operations and finances of the System, the City's status as a Public Entity and Governmental Unit, its ability to own and operate the System in the manner they are currently operated or the City's ability to perform its obligations under this Resolution, the SID No. 789 Bond and the Collateral Documents and to pledge any revenues or other property pledged to the payment of the SID No. 789 Bond.

(j) Compliance With Law. The City:

(1) is in compliance with all laws, ordinances, governmental rules and regulations and court or other governmental orders, judgments and decrees to which it is subject and which are material to the properties, operations and finances of the System or its status as a Public Entity and Governmental Unit; and

(2) has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership of the Riverside Sewer Project and the System and the operation thereof and agrees to obtain all such licenses, permits, franchises or other governmental authorizations as may be required in the future for the Riverside Sewer Project and the System and the operation thereof, which failure to obtain might materially and adversely affect the ability of the City to conduct the

operation of the Riverside Sewer Project as presently conducted or contemplated or the condition (financial or otherwise) of the System or the City's ability to perform its obligations under this Resolution, the SID No. 789 Bond and the Collateral Documents.

Section 2.2 Covenants.

(a) Right of Inspection. The DNRC, the DEQ and the EPA and their designated agents shall have the right at all reasonable times during normal business hours and upon reasonable notice to enter into and upon the property of the City for the purpose of inspecting the Riverside Sewer Project or any or all books and records of the City relating to the Riverside Sewer Project.

(b) Further Assurance. The City shall execute and deliver to the DNRC all such documents and instruments and do all such other acts and things as may be necessary or required by the DNRC to enable the DNRC to exercise and enforce its rights under this Resolution, the SID No. 789 Bond and the Collateral Documents and to realize thereon, and record and file and re-record and refile all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the DNRC to validate, preserve and protect the position of the DNRC under this Resolution, the SID No. 789 Bond and the Collateral Documents.

(c) Maintenance of Security; Recordation of Interest.

(i) The City shall, at its expense, take all necessary action to maintain and preserve the lien and security interest of this Resolution and the Collateral Documents so long as any amount is owing under this Resolution or the SID No. 789 Bond;

(ii) The City shall forthwith cause this Resolution and any Collateral Documents granting a security interest in revenues or real or personal property and any financing statements or other notices or documents relating thereto to be filed, registered and recorded in such manner and in such places as may be required by

law in order to perfect and protect fully the lien and security interest hereof and thereof and the security interest in them granted by this Resolution and, from time to time, shall perform or cause to be performed any other act required by law, including executing or causing to be executed any and all required continuation statements and shall execute or cause to be executed any further instruments that may be requested by the DNRC for such perfection and protection; and

(iii) Except to the extent it is exempt therefrom, the City shall pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of the documents described in subparagraph (ii), and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the SID No. 789 Bond and the Collateral Documents and the documents described in subparagraph (ii).

(d) Additional Agreements. The City covenants to comply with all representations, covenants, conditions and agreements, if any, set forth in Appendix C hereto.

(e) Financial Information. The City will cause proper and adequate books of record and account to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the District, and the segregation and application of the special assessments and other revenues in accordance with this Resolution, in such reasonable detail as may be determined by the City in accordance with generally accepted governmental accounting practice and principles. It will cause such books to be maintained on the basis of the same Fiscal Year as that utilized by the City. The City shall, within 270 days after the close of each Fiscal Year, cause to be prepared and supply to the DNRC a financial report with respect to the District for such Fiscal Year. The report shall be prepared at the direction of the Finance Director of the City in accordance with applicable generally accepted governmental accounting principles and, in

addition to whatever matters may be thought proper by the Finance Director to be included therein, shall include the following:

(A) A balance sheet of the District Fund and the Revolving Fund as of the end of the Fiscal Year;

(B) The amount on hand in each account of the District Fund and in the Revolving Fund at the end of the Fiscal Year; and

(C) A determination that the report shows full compliance by the City with the provisions of this Resolution during the Fiscal Year covered thereby, or, if the report should reveal that the Pledged Revenues have been insufficient for compliance with this Resolution, the report shall include a full explanation thereof.

(f) Project Accounts. The City shall maintain Project accounts in accordance with generally accepted government accounting standards, and as separate accounts, as required by Section 602(b)(9) of the Clean Water Act.

(g) Records. After reasonable notice from the EPA or the DNRC, the City shall make available to the EPA or the DNRC such records as the EPA or the DNRC reasonably requires to review and determine compliance with the Clean Water Act, as provided in Section 75-5-1113(1)(d) of the State Act.

(h) Compliance with Clean Water Act. The City has complied and shall comply with all conditions and requirements of the Clean Water Act pertaining to the 2026 Loan and the Riverside Sewer Project and shall maintain sufficient financial, managerial and technical capability to continue to effect such compliance.

(i) Program Covenant. The City agrees that neither it nor any "related person" to the City (within the meaning of Section 147(a)(2) of the Code) shall, whether pursuant to a formal or informal arrangement, acquire bonds issued by the State under the Indenture in an amount related to the amount of the SID No. 789 Bond.

(j) Compliance with DEQ Requirements. The City shall comply with the plans, specifications and other requirements for public sewer systems established by the DEQ, as required by Section 75-5-1113(1)(g) of the State Act.

Section 2.3 Resolution of Intention. By the Resolution of Intention, this Commission declared its intention to create the District for the purpose of making special improvements for the special benefit of the District. The Resolution of Intention designated the number of the District, described the boundaries thereof, stated whether the District was an extended district and stated the general character of the improvements to be made and an approximate estimate of the costs thereof, in accordance with the provisions of the Enabling Act. By the Resolution of Intention this Commission also declared its intention to cause the cost and expense of making the improvements specially benefiting the District to be assessed against the properties included within the boundaries thereof in accordance with one or more methods of assessment authorized in Montana Code Annotated, Sections 7-12-4161 to 7-12-4165 and as set forth in the Resolution of Intention. In the Resolution of Intention, the Commission also declared its intention to reimburse the City for costs paid before issuance of the SID No. 789 Bond, as required by Section 1.150-2 of the Income Tax Regulations promulgated under the Internal Revenue Code.

In the Resolution of Intention, this Commission further found that it is in the public interest, and in the best interest of the City and the District, to secure payment of principal of and interest on the SID No. 789 Bond by the Revolving Fund, on the basis of the factors required to be considered under Section 7-12-4225 of the Enabling Act.

Section 2.4 Notices. Notice of the passage of the Resolution of Intention was given by two publications, with at least six days between publications, in a qualified newspaper of general circulation in the county in which the City is located or, if no such newspaper is published, in a qualified newspaper published in an adjacent county, as required by Montana Code Annotated, Sections 7-12-4106(2) and 7-1-2121. Notice of the passage of the Resolution of Intention was also mailed the same day the notice was first published to all persons, firms or corporations or the agents thereof having real property within the District listed in their names upon the last completed assessment roll for state, county and school district taxes, at their last known addresses. The notice described the general character of the Riverside Sewer Project, stated the estimated cost of the

Riverside Sewer Project and the method or methods of assessment of such costs against properties in the District, specified the time when and the place where the Commission would hear and pass upon all protests made against the making of the Riverside Sewer Project or the creation or extension of the District, referred to the Resolution of Intention as being on file in the office of the City Clerk for a description of the boundaries of the District, all in accordance with the provisions of the Resolution of Intention, and included a statement that, subject to the limitations of Section 7-12-4222 of the Enabling Act, the general fund of the City may be used to provide loans to the revolving fund or a general tax levy may be imposed on all taxable property in the City to meet the financial requirements of the revolving fund.

Section 2.5 Creation of District. At the time and place specified in the notice hereinabove described, this Commission met to hear, consider and pass upon all protests made against the making of the Riverside Sewer Project and the creation of the District, and, after consideration thereof and the appropriate City contributions to the Riverside Sewer Project, it was determined and declared that insufficient protests against the creation or extension of the District or the proposed work had been filed in the time and manner provided by law by the owners of the property to be assessed for the Riverside Sewer Project in the District, and this Commission did therefore by Resolution No. 5648, adopted December 17, 2024, create the District and order the proposed Riverside Sewer Project in accordance with the Resolution of Intention. In the resolution, the Commission also confirmed the findings it made with respect to the pledge of the Revolving Fund in the Resolution of Intention.

Section 2.6 Construction Contracts. Plans, specifications, maps, profiles and surveys for construction of the Riverside Sewer Project were prepared by the engineers acting for the City, and were thereupon examined and approved by this Commission. An advertisement for bids for construction of the Riverside Sewer Project was published in the official newspaper of the City in accordance with the provisions of Montana Code Annotated, Section 7-12-4141, after which the bids theretofore received were opened and examined. After referring the bids to the engineers for the City it was determined that the lowest regular proposals for the furnishing of all work and materials required for constructing the Riverside Sewer Project in accordance with the approved plans and specifications were the following:

Work	Bidder	Contract Price
Construction of the sewer lift station and force main	CK May Excavating	$1,782,351

A contract for the construction of the Riverside Sewer Project was therefore awarded to said bidder, subject to the right of owners of property liable to be assessed for the costs thereof to elect to take the work and enter into a written contract therefor in the manner provided by Montana Code Annotated, Section 7-12-4147, which election the property owners failed to make, whereupon the City and the successful bidders entered into a written contract for construction of the Riverside Sewer Project upon the bidders having executed and filed bonds satisfactory to this Commission and in the form and manner provided by Montana Code Annotated, Title 18, Chapter 2, Part 2, as amended.

Section 2.7 Costs. It is currently estimated that the costs and expenses to be paid from proceeds of the SID No. 789 Bond connected with and incidental to the formation of the District to the City, including costs of preparation of plans, specifications, maps, profiles, engineering superintendence and inspection, preparation of assessment rolls, expenses of making the assessments, the cost of work and materials under the construction contract the costs of capitalizing interest, and all other costs and expenses, including the deposit of proceeds in the Revolving Fund and costs of issuance, are $1,692,000. Such amount will be levied and assessed upon the assessable real property within the District on the basis or bases described in the Resolution of Intention. This Commission has jurisdiction and is required by law to levy and assess such amount, to collect such special assessments and credit the same to the District Fund created for the District, which fund is to be maintained on the official books and records of the City separate from all other City funds, for the payment of principal and interest when due on the SID No. 789 Bond herein authorized.

ARTICLE III

USE OF PROCEEDS; THE RIVERSIDE SEWER PROJECT

Section 3.1 Use of Proceeds. The City shall apply the proceeds of the 2026 Loan solely as follows:

(a) The City shall apply the proceeds of the 2026 Loan solely to the financing, refinancing or reimbursement of a portion of the costs of the Riverside Sewer Project as set forth in Appendix A hereto and this Section 3.1, funding the Revolving Fund, and paying costs of issuance. The 2026 Loan will be disbursed in accordance with Article IV hereof and Article VII of the Indenture. If the Riverside Sewer Project has not been completed prior to Closing, the City shall, as quickly as reasonably possible, complete the Riverside Sewer Project and expend proceeds of the SID No. 789 Bond to pay the costs of completing the Riverside Sewer Project.

(b) No portion of the proceeds of the 2026 Loan shall be used to reimburse the City for costs paid prior to the date of adoption of a reimbursement declaration.

Section 3.2 The Riverside Sewer Project. Set forth in Appendix A to this Resolution is a description of the Riverside Sewer Project, which describes the property which has been or is to be acquired, installed, constructed or improved and the other activities, if any to be funded from the 2026 Loan (the Riverside Sewer Project may consist of more than one facility or activity), and an estimated budget relating to the Riverside Sewer Project. The Riverside Sewer Project may be changed and the description thereof and of the Riverside Sewer Project in Appendix A may be amended from time to time by the City but only after delivery to the DNRC of the following:

(a) A certificate of the City setting forth the amendment to Appendix A and stating the reason therefor, including statements as to whether the amendment would cause an increase or decrease in the cost of the Riverside Sewer Project, an increase or decrease in the amount of proceeds of the 2026 Loan which will be required to complete the Riverside Sewer Project and whether the change will materially accelerate or delay the construction schedule for the Riverside Sewer Project;

(b) A written consent to such change in the Riverside Sewer Project by an Authorized DNRC Officer; and

(c) An Opinion or Opinions of Bond Counsel stating that the Riverside Sewer Project, as constituted after such amendment, is, and was at the time the State Bonds were issued, eligible for financing under the State Act and is, and was at the time the SID No.

789 Bond was issued, eligible for financing under the Enabling Act, such amendment will not violate the State Act or the Enabling Act or the Resolution of Intention, and such amendment will not adversely affect the exclusion of interest on the State Bonds or the SID No. 789 Bond from gross income for purposes of federal income taxation. Such an Opinion of Bond Counsel shall not be required for amendments which do not affect the type of facility to be constructed or activity to be financed.

Section 3.3 Project Representations and Covenants. The City hereby represents to and covenants with the DNRC that:

(a) all construction of the Riverside Sewer Project has complied and will comply with all federal and state standards, including, without limitation, EPA regulations and standards;

(b) all future construction of the Riverside Sewer Project will be done only pursuant to fixed price construction contracts. The City shall obtain a performance and payment bond from the contractor for each construction contract in the amount of 100% of the construction price and ensure that such bond is maintained until construction is completed to the City's, the DNRC's and the DEQ's satisfaction;

(c) all future construction of the Riverside Sewer Project will be done in accordance with plans and specifications on file with the DNRC and the DEQ, provided that changes may be made in such plans and specifications with the written consent of an Authorized DNRC Officer and the DEQ;

(d) all laborers and mechanics employed by contractors and subcontractors on the Riverside Sewer Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code, as amended;

(e) in the event the Riverside Sewer Project is required to comply with the American iron and steel provisions of the 2014 Act (defined below), all the iron and steel

products used in the Riverside Sewer Project are produced in the United States in compliance with and within the meaning of the "American Iron and Steel" provisions of Section 436 of the Consolidated Appropriations Act of 2014 (P.L. 113-76), as amended (the "2014 Act"), as those provisions are further interpreted by applicable EPA guidance, except to the extent waivers to the American Iron and Steel requirements of the 2014 Act have been granted by the EPA;

(f) in the event the Riverside Sewer Project is required to comply with the provisions of BABA (defined below), all iron and steel, manufactured products, and construction materials used in the Riverside Sewer Project are produced in the United States in compliance with and within the meaning of the provisions of the Build America, Buy America Act ("BABA") of the Infrastructure Investment and Jobs Act (P.L. 117-58, div. G, title IX, Nov. 15, 2021, 135 Stat. 1294, as amended by P.L. 117-67, div. B, title II, §10254, Aug. 9, 2022, 136 Stat. 1502, and as further amended), such provisions being at Sec. 70901 et seq. of the Infrastructure Investment and Jobs Act, as those provisions are further interpreted by applicable EPA guidance, except to the extent waivers to the requirements of BABA have been granted by the EPA;

(g) the Riverside Sewer Project is a project of the type permitted to be financed under the Enabling Act, the State Act and the Program and Title VI of the Clean Water Act; and

(h) the City will undertake the Riverside Sewer Project promptly after the Closing Date and will cause the Riverside Sewer Project to be completed as promptly as practicable with all reasonable dispatch, except only as completion may be delayed by a cause or event not reasonably within the control of the City; it is estimated by the City that the Riverside Sewer Project will be substantially completed by June 30, 2026.

Section 3.4 <u>Completion or Cancellation or Reduction of Costs of the Riverside Sewer Project</u>.

(a) Upon completion of the Riverside Sewer Project, the City shall deliver to the DNRC a certificate stating that the Riverside Sewer Project is complete, stating the

amount, if any, of the Reserved Amounts, and releasing the remaining amount, if any, of the Committed Amount. If any of the Reserved Amounts is not later needed, the City shall so inform the DNRC and release such amount. If Appendix A describes two or more separate projects as making up the Riverside Sewer Project, a separate completion certificate shall be delivered for each.

(b) If all or any portion of the Riverside Sewer Project is cancelled or reduced or its costs are reduced or for any other reason the City will not require the full Committed Amount, the City shall promptly notify the DNRC in writing of such fact and the amount of the Committed Amount which will not be needed.

(c) The City may not request an advance on the 2026 Loan after the date that is 180 days following the date of substantial completion of the Riverside Sewer Project (such date, the "Loan Close Out Date"), and by no later than the Loan Close Out Date, the DNRC and the DEQ will close out and cease administering the 2026 Loans, unless an extension is granted in writing by and in the sole discretion of the DEQ.

ARTICLE IV

THE 2026 LOAN

Section 4.1 The 2026 Loan; Disbursement of 2026 Loan. The DNRC has agreed to lend to the City, from time to time as the requirements of this Section 4.1 are met, an amount up to $1,692,000 (the "Committed Amount") for the purposes of financing, refinancing or reimbursing the City for a portion of the costs of the Riverside Sewer Project and associated costs and expenses. The Committed Amount may be reduced as provided in Sections 3.2(b) and 3.4. The 2026 Loan shall be disbursed as provided in this Section 4.1. The DNRC intends to disburse the 2026 Loan through the Trustee.

(a) In consideration of the issuance of the SID No. 789 Bond by the City, the DNRC shall make, or cause the Trustee to make, a disbursement of all or a portion of the 2026 Loan upon receipt of the following documents:

(1) an Opinion of Bond Counsel as to the validity and enforceability of the SID No. 789 Bond and the security therefor and stating in effect that interest on the SID No. 789 Bond is not includable in gross income of the owner thereof for purposes of federal income taxation, in form and substance satisfactory to the DNRC;

(2) the SID No. 789 Bond, fully executed and authenticated;

(3) a certified copy of this Resolution;

(4) any other security instruments or documents required by the DNRC or DEQ as a condition to their approval of the 2026 Loan;

(5) if all or part of a Loan is being made to refinance a Project or reimburse the City for the costs of a Project paid prior to the Closing, evidence, satisfactory to the DNRC and the Bond Counsel referred to in (1) above, (A) of the City's title to the Riverside Sewer Project, (B) of the costs of such Project and that such costs have been paid by the City and (C) if such costs were paid in a previous Fiscal Year of the City, that the City intended at the time it incurred such costs to finance them with debt or a loan under a state revolving fund program such as the Program;

(6) the items required by the Indenture for the portion of the 2026 Loan to be disbursed at Closing; and

(7) such other certificates, documents and other information as the DNRC, the DEQ or Bond Counsel may require (including any necessary arbitrage rebate instructions).

(b) In order to obtain a disbursement of a portion of the 2026 Loan to pay costs of the Riverside Sewer Project, the City shall submit to the DNRC and the Trustee a signed request for disbursement on the form prescribed by the DNRC, with all attachments required by such form. The City may obtain disbursements only for costs which have been

legally incurred and are due and payable. All Loan disbursements will be made to the City only upon proof that cost was incurred.

(c) Reserved.

(d) If all or a portion of the 2026 Loan is made to reimburse the City for Riverside Sewer Project costs paid by it prior to Closing, the City shall present at Closing the items required by Section 4.1(b) of this Resolution relating to such costs. The Trustee shall disburse such amounts to the City pursuant to a disbursement schedule complying with the requirements of the Clean Water Act established by the DNRC and the City at the Closing.

(e) Notwithstanding anything else provided herein, the Trustee shall not be obligated to disburse the 2026 Loan any faster or to any greater extent than it has available EPA Capitalization Grants, SID No. 789 Bond proceeds and other amounts available therefor in the Revolving Fund. The DNRC shall not be required to do "overmatching" pursuant to Section 5.04(b) of the Indenture, but may do so in its discretion. The City acknowledges that if Riverside Sewer Project costs are incurred faster than the City projected at Closing, there may be delays in making Loan disbursements for such costs because of the schedule under which EPA makes EPA Capitalization Grant money available to the DNRC. The DNRC will use its commercially reasonable efforts to obtain an acceleration of such schedule if necessary.

(f) Upon making each Loan disbursement, the Trustee shall note such disbursement on Schedule A to the SID No. 789 Bond.

(g) The City agrees that it will deposit in the Revolving Fund upon receipt thereof, either on the Closing Date of the 2026 Loan or upon any disbursement date, the budgeted percentage of the proceeds of the 2026 Loan disbursed for costs of the Riverside Sewer Project and shown for deposit to the Revolving Fund. The City further acknowledges and agrees that any portion of the 2026 Loan representing capitalized interest shall be advanced only on Payment Dates and shall be transferred by the Trustee on the Payment Date directly to the Interest Account. The amount of any such transfer

shall be a credit against the interest payments due on the SID No. 789 Bond and interest thereon shall accrue only from the date of transfer.

Section 4.2 Commencement of 2026 Loan Term. The City's obligations under this Resolution and the Collateral Documents shall commence on the date hereof unless otherwise provided in this Resolution. However, the obligation to make payments under Article V hereof shall commence only upon the first disbursement by the Trustee of 2026 Loan proceeds.

Section 4.3 Termination of 2026 Loan Term. The City's obligations under this Resolution and the Collateral Documents in respect of the SID No. 789 Bond shall terminate upon payment in full of all amounts due under the SID No. 789 Bond and this Resolution; provided, however, that the covenants and obligations set forth in Article VII shall survive the termination of this Resolution.

Section 4.4 Loan Closing Submissions. On or prior to the Closing, the City will have delivered to the DNRC and the Trustee the closing submissions required by Section 7.05 of the Indenture.

ARTICLE V

REPAYMENT OF 2026 LOAN

Section 5.1 Repayment of 2026 Loan. The City shall repay the amounts lent to it pursuant to Section 4.1 hereof in accordance with this Section 5.1. The 2026 Loan shall bear interest at the rate of two percent (2.00%) per annum and the City shall pay the Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal amounts of the 2026 Loan from date of each advance. For purposes of this Resolution and the Program, the term "interest on the 2026 Loan" when not used in conjunction with a reference to any surcharges shall include the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge. The City shall pay all Loan Repayments and surcharges in lawful money of the United States of America to the DNRC. Interest, the Administrative Expense Surcharge, and the Loan Loss Reserve Surcharge shall be calculated on the basis of a year of 360 days comprising 12 months of 30 days each.

The Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the 2026 Loan required by this Section 5.1 shall be due on each Payment date shall be due, as follows:

(1) interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal balance of the 2026 Loan shall be payable on each January 1 and July 1, beginning on January 1, 2027, and concluding on July 1, 2046; and

(2) the principal of the 2026 Loan shall be payable on each January 1 and July 1, beginning on January 1, 2027 and concluding on July 1, 2046, and the amount of each principal payment shall be calculated on the basis of a substantially level debt service at a rate of 2.50% per annum; provided that principal of the 2026 Loan is payable only in amounts that are multiples of $1,000.

The Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the 2026 Loan shall be due on the dates specified above and on the dates and in the amounts shown in Schedule B to the SID No. 789 Bond, as such Schedule B shall be modified from time to time as provided below. Schedule B will first be attached to the SID No. 789 Bond at Closing. The portion of each such Loan Repayment consisting of principal and the portion consisting of interest and the amount of each Administrative Expense Surcharge and the amount of each Loan Loss Reserve Surcharge shall be set forth in Schedule B to the SID No. 789 Bond on and after Closing. Upon each disbursement of 2026 Loan amounts to the City pursuant to Section 4.1 hereof, the Trustee shall enter or cause to be entered the amount advanced on Schedule A to the SID No. 789 Bond under "Advances" and the total amount advanced under Section 4.1, including such disbursement, under "Total Amount Advanced."

Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on such advance shall accrue from the date the advance is made and shall be due and payable on the dates and in the amounts shown in Schedule B to the SID No. 789 Bond as such Schedule B shall be modified from time to time as provided herein. Once the completion certificate for a Project has been delivered to the DNRC, the Trustee shall revise Schedule B to the SID No. 789 Bond in accordance with this Section 5.1, and the Trustee shall send a copy of such Schedule B to the City within one month after delivery of the completion certificate.

Past-due Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid.

Any payment of principal, interest, the Administrative Expense Surcharge or the Loan Loss Reserve Surcharge under this Section 5.1 shall be credited against the same payment obligation under the SID No. 789 Bond.

Section 5.2 Additional Payments. The City shall also pay, within 30 days after receipt of a bill therefor, from any legally available funds therefor, including proceeds of the 2026 Loan, all reasonable expenses of the DNRC and the Trustee in connection with the 2026 Loan, the Collateral Documents and the SID No. 789 Bond, including, but not limited to:

(1) the cost of reproducing this Resolution, the Collateral Documents and the SID No. 789 Bond;

(2) the fees and disbursements of Bond Counsel and other Counsel utilized by the DNRC and the Trustee in connection with the 2026 Loan, this Resolution, the Collateral Documents and the SID No. 789 Bond and the enforcement thereof; and

(3) all taxes and other governmental charges in connection with the execution and delivery of the Collateral Documents or the SID No. 789 Bond, whether or not the SID No. 789 Bond is then outstanding, including all recording and filing fees relating to the Collateral Documents and the pledge of the State's right, title and interest in and to the SID No. 789 Bond, the Collateral Documents and this Resolution and all expenses, including attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof or thereof.

Section 5.3 Prepayments.

(a) Mandatory Redemption. If on any interest payment date there will be a balance in the District Fund after payment of the principal and interest due on the SID No. 789 Bond drawn against it, either from the prepayment of special assessments levied in the District or from the transfer of surplus money from the Construction Account to the Principal Account as provided in Section 10.3 or otherwise, the City Finance Director shall call for redemption on the interest

payment date the applicable portion of the SID No. 789 Bond in an amount which, together with the interest thereon to the interest payment date on the SID No. 789 Bond, will equal the amount of such funds on deposit in the District Fund on that date. The redemption price of the SID No. 789 Bond shall equal the amount of the principal amount of the SID No. 789 Bond to be redeemed plus interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge accrued to the date of redemption.

(b) Optional Redemption. The SID No. 789 Bond is subject to redemption, in whole or in part, at the option of the City from sources of funds available therefor other than those described in Subsection (a) of this Section 5.3 on any interest payment date; provided, however, that the City may not prepay all or any part of the outstanding principal amount of the SID No. 789 Bond unless (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment, Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. The redemption price of the SID No. 789 Bond shall equal the amount of the principal amount of the SID No. 789 Bond to be redeemed plus interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge accrued to the date of redemption.

(c) Partial Redemption. If the SID No. 789 Bond is prepaid in part, the DNRC, or then holder of such bond, shall reamortize the then-outstanding principal over the remaining term of such bond in equal or substantially equal semiannual installments of principal and interest.

(d) Notice and Effect of Redemption. The date of redemption shall be fixed by the City Finance Director, who shall give notice, by first class mail, postage prepaid to the owner or owners of such SID No. 789 Bond at their addresses appearing in the Bond Register, of the numbers of the SID No. 789 Bond or principal installments thereof to be redeemed and the date on which payment will be made, which date shall be not less than thirty (30) days after the date of mailing notice. On the date so fixed interest on the SID No. 789 Bond or principal installments thereof so redeemed shall cease.

Section 5.4 Obligations of City Unconditional. The obligations of the City to make the payments required by this Resolution and the SID No. 789 Bond and to perform its other agreements contained in this Resolution, the SID No. 789 Bond and Collateral Documents shall be absolute and unconditional, except as otherwise provided herein or in such documents. The

City (a) shall not suspend or discontinue any payments provided for in this Resolution and the SID No. 789 Bond, (b) shall perform all its other agreements in this Resolution, the SID No. 789 Bond and the Collateral Documents and (c) shall not terminate this Resolution, the SID No. 789 Bond or the Collateral Documents for any cause, including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Riverside Sewer Project or the System, commercial frustration of purpose, any dispute with the DNRC or the EPA, any change in the laws of the United States or of the State or any political subdivision of either or any failure of the DNRC to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Resolution. Provided, however, if the SID No. 789 Bond is not issued and no funds are disbursed to the City, this Resolution may be terminated.

Section 5.5 Limited Liability. All payments of principal of and interest on the 2026 Loan and other payment obligations of the City hereunder and under the SID No. 789 Bond shall be special, limited obligations of the City payable solely out of the Pledged Revenues and shall not be payable out of any other funds or revenues of the City. The obligations of the City under this Resolution and the SID No. 789 Bond shall never constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power, except in respect of its obligations to fund the Revolving Fund under the Enabling Act. The taxing powers of the City are not pledged to pay principal of or interest on the SID No. 789 Bond, and no funds or property of the City other than the Pledged Revenues are pledged to pay principal of or interest on the SID No. 789 Bond.

ARTICLE VI

OTHER AGREEMENTS OF CITY

Section 6.1 Maintenance of Existence; Merger, Consolidation, Etc.; Disposition of Assets. The City shall maintain its corporate existence, except that it may consolidate with or merge into another Governmental Unit or permit one or more Governmental Units to consolidate with or merge into it or may transfer all or substantially all of its assets to another Governmental Unit and then dissolve if the surviving, resulting or transferee entity (if other than the City) (i) is a Public Entity and (ii) assumes in writing all of the obligations of the City under this Resolution,

the SID No. 789 Bond and the Collateral Documents, and (a) such action does not result in any default in the performance or observance of any of the terms, covenants or agreements of the City under this Resolution, the SID No. 789 Bond and the Collateral Documents, (b) such action does not violate the State Act or the Clean Water Act and does not adversely affect the exclusion of interest on the SID No. 789 Bond or the State Bonds from gross income for federal income tax purposes and (c) the City delivers to the DNRC on the date of such action an Opinion of Bond Counsel that such action complies with this Section 6.1.

Other than pursuant to the preceding paragraph, the City shall not transfer the Riverside Sewer Project or any portion thereof to any other Person, except for property which is obsolete, outmoded, worn out, is being replaced or otherwise is not needed for the operation of the System, unless the provisions of (a) and (b) of the preceding paragraph are satisfied and the City delivers to the DNRC an Opinion of Bond Counsel to that effect and, in addition, the DNRC consents to such transfer.

Section 6.2 Punctual Payment. The City will punctually pay or cause to be paid the principal and interest to become due in respect to the SID No. 789 Bond, in strict conformity with the terms of the SID No. 789 Bond and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the SID No. 789 Bond. Nothing herein contained shall prevent the City from making advances of its own moneys however derived to any of the uses or purposes referred to herein, nor shall be deemed or constitute a pledge or appropriation of funds or assets of the City other than those expressly pledged or appropriated hereby.

Section 6.3 Accumulation of Claims of Interest. In order to prevent any accumulation of claims for interest after maturity, the City will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on the SID No. 789 Bond and will not, directly or indirectly, be a party to or approve any such arrangements by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Resolution, except

subject to the prior payment in full of the principal of the SID No. 789 Bond then outstanding and of all claims for interest which shall not have been so extended or funded.

Section 6.4 Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Pledged Revenues other than the pledge and lien herein created for the benefit of the SID No. 789 Bond.

Section 6.5 Compliance with Resolution. The City will hold the District Fund and the Revolving Fund as trust funds, separate and apart from all of its other funds, and the City, its officers and agents, will comply with all covenants and agreements contained in this Resolution.

Section 6.6 Construction of Riverside Sewer Project. The City will do all acts and things necessary to enforce the provisions of the construction contracts and bonds referred to in Section 3 and to ensure the completion of the Riverside Sewer Project for the benefit of the District in accordance with the plans and specifications and within the time therein provided, and will pay all costs thereof promptly as incurred and allowed, out of the District Fund and within the amount of the proceeds of the SID No. 789 Bond appropriated thereto.

Section 6.7 Levy of Assessments. The City will do all acts and things necessary for the final and valid levy of special assessments upon all assessable real property within the boundaries of the District in accordance with the Constitution and laws of the State of Montana and the Constitution of the United States in an aggregate principal amount not less than the Committed Amount to be paid from special assessments. Such special assessments shall be levied on the basis or bases prescribed in the Resolution of Intention and, as authorized by Montana Code Annotated, Section 7-12-4190(2), shall be payable in substantially equal semiannual installments of principal and interest. The unpaid installments of the assessments shall bear interest at an annual rate determined each fiscal year equal to the sum of: (i) the average annual interest rate borne by the SID No. 789 Bond (i.e., 2.50%), plus (ii) one-half of one percent (0.50%) per annum. The assessments will be payable in installments on the 30th day of November in each of years 2026 through 2045 and on the 31st day of May in the years 2027 through 2046, inclusive, if not theretofore paid, and shall become delinquent on such date unless paid in full. The payment due on any installment date shall be the amount necessary to amortize, over the 20-year term in substantially equal semiannual payments, the entire principal amount of the assessment not yet

paid, together with interest to accrue thereon over said term at the interest rate thereon; provided that the amount of each such installment shall be adjusted each fiscal year to an amount equal to the amount necessary to amortize fully the then outstanding principal amount of the assessment (excluding any delinquent amounts), plus interest accrued at the interest rate on the assessments then in effect in the number of installments then remaining until May 31, 2046. The assessments shall constitute a lien upon and against the property against which they are made and levied, which lien may be extinguished only by payment of the assessment with all penalties, costs and interest as provided in Montana Code Annotated, Section 7-12-4191. No tax deed issued with respect to any lot or parcel of land shall operate as payment of any installment of the assessment thereon which is payable after the execution of such deed, and any tax deed so issued shall convey title subject only to the lien of said future installments, as provided in Montana Code Annotated, Section 15-18-214.

Section 6.8 Reassessment. If at any time and for whatever reason any special assessment or tax herein agreed to be levied is held invalid, the City and this Commission, its officers and employees, will take all steps necessary to correct the same and to reassess and re-levy the same, including the ordering of work, with the same force and effect as if made at the time provided by law, ordinance or resolution relating thereto, and will reassess and re-levy the same with the same force and effect as an original levy thereof, as authorized in Montana Code Annotated, Section 7-12-4186. Any special assessment, or reassessment or re-levy shall, so far as is practicable, be levied and collected as it would have been if the first levy had been enforced including the levy and collection of any interest accrued on the first levy.

If proceeds of the SID No. 789 Bond, including investment income thereon, are applied to the redemption of such SID No. 789 Bond, as provided in Montana Code Annotated, Sections 7-12-4205 and 7-12-4206, or if refunding bonds are issued and the principal amount of the outstanding SID No. 789 Bond of the District is decreased or increased, the City will reduce or increase, respectively, the assessments levied in the District and then outstanding pro rata by the principal amount of such prepayment or the increment above or below the outstanding principal amount of bonds represented by the refunding bonds. The City and this Commission, its officers and employees will reassess and re-levy such assessments, with the same effect as an original levy,

in such reduced or increased amounts in accordance with the provisions of Montana Code Annotated, Sections 7-12-4176 through 7-12-4178.

Section 6.9 Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the owners of the SID No. 789 Bond of the rights and benefits provided in this Resolution.

Section 6.10 Waiver of Penalty and Interest. The City covenants not to waive the payment of penalty or interest on delinquent assessments levied on property in the District for costs of the Riverside Sewer Project, unless the City determines, by resolution of the Commission, that such waiver is in the best interest of the owners of the SID No. 789 Bond.

ARTICLE VII

INDEMNIFICATION OF DNRC AND DEQ

The City shall, to the extent permitted by law, indemnify and save harmless the DNRC and the DEQ and their officers, employees and agents (each an "Indemnified Party" or, collectively, the "Indemnified Parties") against and from any and all claims, damages, demands, expenses, liabilities and losses of every kind asserted by or on behalf of any Person arising out of the acts or omissions of the City or its employees, officers, agents, contractors, subcontractors, or consultants in connection with or with regard or in any way relating to the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation or financing of the Riverside Sewer Project. The City shall also, to the extent permitted by law, indemnify and save harmless the Indemnified Parties against and from all costs, reasonable attorneys' fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. If any proceeding is brought against an Indemnified Party by reason of such claim or demand, the City shall, upon notice from an Indemnified Party, defend such proceeding on behalf of the Indemnified Party.

ARTICLE VIII

ASSIGNMENT

Section 8.1 Assignment by City. The City may not assign its rights and obligations under this Resolution or the SID No. 789 Bond, except as provided in Section 6.1.

Section 8.2 Assignment by DNRC. The DNRC will pledge its rights under and interest in this Resolution, the SID No. 789 Bond and the Collateral Documents (except to the extent otherwise provided in the Indenture) as security for the payment of the State Bonds and may further assign such interests to the extent permitted by the Indenture, without the consent of the City.

Section 8.3 State Refunding Bonds. In the event the State Bonds are refunded by bonds which are not State Bonds, all references in this Resolution to State Bonds shall be deemed to refer to the refunding bonds and any bonds of the State on a parity with such refunding bonds (together, the "Refunding Bonds") or, in the case of a crossover refunding, to the State Bonds and the Refunding Bonds.

ARTICLE IX

THE SID NO. 789 BOND

Section 9.1 Sale and Issuance of the SID No. 789 Bond. The Commission has investigated the facts necessary and hereby finds, determines and declares it to be necessary and desirable for the City to issue the SID No. 789 Bond to evidence the 2026 Loan. The SID No. 789 Bond is issued to the DNRC without public sale pursuant to Montana Code Annotated, Section 7-12-4204(2). All acts, conditions and things required by the Constitution and laws of the State of Montana, including the Enabling Act, in order to make the SID No. 789 Bond valid and binding special obligations in accordance with their terms and in accordance with the terms of the Resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

Section 9.2 Terms. The SID No. 789 Bond shall be in the maximum principal amount equal to the original Committed Amount of the 2026 Loan, shall be issued as a single, fully registered bond numbered R-1, shall be dated as of the date of delivery to the DNRC, and shall

bear interest at the rate charged by the DNRC on the 2026 Loan. The principal of and interest on the SID No. 789 Bond shall be payable on the same dates and in the same amounts as the Loan Repayments are payable. Advances of principal of the SID No. 789 Bond shall be deemed made when advances of the 2026 Loan are made under Section 4.1, and such advances shall be payable in accordance with Schedule B to the SID No. 789 Bond, as it may be revised by the DNRC from time to time in accordance with Section 5.1.

The City may prepay the SID No. 789 Bond, in whole or in part, only upon the terms and conditions under which it can prepay the 2026 Loan under Section 5.3.

Section 9.3 Negotiability, Transfer and Registration. The SID No. 789 Bond shall be fully registered as to both principal and interest, and shall be initially registered in the name of and payable to the DNRC and shall be dated the date of delivery. While so registered, principal of and interest on the SID No. 789 Bond shall be payable to the DNRC at the Office of the Department of Natural Resources and Conservation, 1539 Eleventh Avenue, Helena, Montana 59620 or such other place as may be designated by the DNRC in writing and delivered to the City. The SID No. 789 Bond shall be negotiable, subject to the provisions for registration and transfer contained in this section. No transfer of the SID No. 789 Bond shall be valid unless and until (1) the holder, or his duly authorized attorney or legal representative, has executed the form of assignment appearing on the Bond, and (2) the City Finance Director of the City, as Registrar, has duly noted the transfer on the SID No. 789 Bond and recorded the transfer on the registration books of the Registrar. The Registrar may, prior to noting and recording the transfer, require appropriate proof of the transferor's authority and the genuineness of the transferor's signature. The City shall be entitled to deem and treat the Person in whose name the SID No. 789 Bond is registered as the absolute owner of the SID No. 789 Bond for all purposes, notwithstanding any notice to the contrary, and all payments to the registered holder shall be valid and effectual to satisfy and discharge the City's liability upon such Bond to the extent of the sum or sums so paid.

Section 9.4 Execution and Delivery. The SID No. 789 Bond shall be executed on behalf of the City by the manual signatures of the Mayor, the City Manager, and the City Clerk. The signature of any official may be facsimile, if permitted by applicable law. Any or all of such signatures may be affixed at or prior to the date of delivery of the SID No. 789 Bond. In the event

that any of the officers who shall have signed the SID No. 789 Bond shall cease to be officers of the City before the SID No. 789 Bond is issued or delivered, their signatures shall remain binding upon the City. Conversely, the SID No. 789 Bond may be signed by an authorized official who did not hold such office on the date of adoption of this Resolution. The SID No. 789 Bond so executed shall be delivered to the DNRC, or its attorney or legal representative.

Section 9.5 Deposit of SID No. 789 Bond Proceeds. The City shall deposit the proceeds of the sale of the SID No. 789 Bond as received from time to time as follows:

(a) Deposit to the credit of the Revolving Fund the amount required by Section 4.1(g), as required by Section 7-12-4169(2) of the Enabling Act; and

(b) Deposit the balance of the proceeds of the SID No. 789 Bond in the Construction Account to be used to pay or reimburse the City for a portion of the costs of the Riverside Sewer Project and to pay costs of issuance of the SID No. 789 Bond.

Section 9.6 Form. The SID No. 789 Bond shall be prepared in substantially the form attached as Appendix B.

ARTICLE X

DISTRICT FUND; ASSESSMENTS

Section 10.1 Priority of Bond Payments. If at any time the Pledged Revenues on hand in the District Fund are insufficient to pay principal and interest then due the SID No. 789 Bond, any and all Pledged Revenues then on hand shall be first used to pay the interest accrued on the SID No. 789 Bond.

Section 10.2 District Fund. There is hereby created and established the District Fund designated as the "Special Improvement District No. 789 Fund," which shall be maintained by the City Finance Director on the books and records of the City separate and apart from all other funds of the City. Within the District Fund there shall be maintained four separate accounts, designated as the "Construction Account," the "Principal Account," and the "Interest Account," respectively.

Section 10.3 Construction Account. There shall be credited to the Construction Account certain proceeds of the sale of the SID No. 789 Bond as provided in Section 9.5(b). Any earnings on investment of money in the Construction Account shall be retained therein.

All costs and expenses of constructing the Riverside Sewer Project to be paid from proceeds of the SID No. 789 Bond or of reimbursing the City for such costs shall be paid from time to time as incurred and allowed from the Construction Account in accordance with the provisions of applicable law, and money in the Construction Account shall be used for no other purpose; provided that upon completion of the Riverside Sewer Project and after all claims and expenses with respect to the Riverside Sewer Project have been fully paid and satisfied and all reimbursements of the City made, any money remaining in the Construction Account shall be transferred to the Principal Account and used to redeem principal installments of the SID No. 789 Bond as provided in Section 5.3.

Section 10.4 Principal Account and Interest Account. Money in the Principal Account and the Interest Account shall be used only for payment of the principal of and interest on the SID No. 789 Bond as such payments become due or to redeem SID No. 789 Bond. Interest income on funds in the Principal and Interest Accounts shall be retained therein and used as any other funds therein.

Upon collection of the installment of principal and interest due on November 30 and May 31 of each fiscal year on the special assessments to be levied with respect to the Riverside Sewer Project, the City Finance Director shall credit to the Interest Account so much of said special assessments as is collected as interest payment and the balance thereof to the Principal Account. Any installment of any special assessment paid prior to its due date with interest accrued thereon to the next succeeding interest payment date on the SID No. 789 Bond shall be credited with respect to principal and interest payments in the same manner as other assessments are credited to the District Fund. All money in the Interest Account and the Principal Account shall be used first to pay interest due, and any remaining money shall be used to pay the SID No. 789 Bond then due and, if money is available, to redeem SID No. 789 Bond in accordance with Section 5.3; provided that any money transferred to a Principal Account from the Construction Account pursuant to Section 10.3 shall be applied to redeem the SID No. 789 Bond to the extent possible on the next

interest payment date for which notice of redemption may properly be given pursuant to Section 5.3. Redemption of the SID No. 789 Bond shall be as provided in Section 5.3, and interest shall be paid as accrued thereon to the date of redemption, in accordance with the provisions of Section 7-12-4206 of the Enabling Act.

Section 10.5 Loans from Revolving Fund. The Commission shall annually or more often if necessary issue an order authorizing a loan or advance from the Revolving Fund to the District Fund in an amount sufficient to make good any deficiency then existing in the Interest Account and shall issue an order authorizing a loan or advance from the Revolving Fund to the District Fund in an amount sufficient to make good any deficiency then existing in the Principal Account in such order and in each case to the extent that money is available in the Revolving Fund. A deficiency shall be deemed to exist in the Principal Account or the Interest Account if the money on deposit therein on any June 15 or December 15 (excluding amounts in the Principal Account representing prepaid special assessments) is less than the amount necessary to pay SID No. 789 Bond due (other than upon redemption) on the next succeeding interest payment date.

Pursuant to Ordinance No. 759, the City has undertaken and agreed to provide funds for the Revolving Fund by levying such tax or making such loan from the City's General Fund as authorized by Montana Code Annotated, Section 7-12-4222. In the event that the balance on hand in the Revolving Fund fifteen days prior to any date when interest is due on special improvement district bonds or warrants of the City is not sufficient to make good all deficiencies then existing in the special improvement district funds for which the City has covenanted to make loans from the Revolving Fund, the balance on hand in the Revolving Fund shall be allocated to the funds of the special improvement districts in which such deficiencies then exist in proportion to the amounts of the deficiencies on the respective dates of receipt of such money, until all interest accrued on such special improvement district bonds or warrants of the City has been paid. On any date when all accrued interest on special improvement district bonds and warrants of the City payable from funds for which the City has covenanted to make loans from the Revolving Fund has been paid, any balance remaining in the Revolving Fund shall be lent or advanced to the special improvement district funds for payment and redemption of bonds to the extent the special improvement district funds are deficient for such purpose, and, if money in the Revolving Fund is insufficient therefor, pro rata, in an amount proportionate to the amount of such deficiency.

ARTICLE XI

CONTINUING DISCLOSURE

The City understands and acknowledges that the DNRC is acquiring the SID No. 789 Bond under the Program pursuant to which the State issues from time to time State Bonds to provide funds therefor. The City covenants and agrees that, upon written request of the DNRC from time to time, the City will promptly provide to the DNRC all information that the DNRC reasonably determines to be necessary or appropriate to offer and sell State Bonds or to provide continuing disclosure in respect of State Bonds, whether under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) or otherwise. Such information shall include, among other things and if so requested, financial statements of the City prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time (such financial statements to relate to a Fiscal Year or any period therein for which they are customarily prepared by the City, and, if for a Fiscal Year and so requested by the DNRC, subject to an audit report and opinion of an accountant or government auditor, as permitted or required by the laws of the State). The City will also provide, with any information so furnished to the DNRC, a certificate of the City Manager and the City Finance Director to the effect that, to the best of their knowledge, such information does not include any untrue statement of a material fact or omit to state any material fact required to be stated therein to make the statements made, in light of the circumstances under which they are made, not misleading.

ARTICLE XII

DEFEASANCE

Section 12.1 General. When the liability of the City on the SID No. 789 Bond and all interest thereon has been discharged as provided in this Article, all pledges, covenants and other rights granted by this Resolution to the owners of the SID No. 789 Bond shall cease.

Section 12.2 Maturity. The City may discharge its liability with reference to the SID No. 789 Bond and interest thereon which are due on any date by depositing with the Trustee on or before the date a sum sufficient for the payment thereof in full; or if the SID No. 789 Bond or interest shall not be paid when due, the City may nevertheless discharge its liability with reference thereto by depositing with the Trustee a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Section 12.3 Redemption. The City may also discharge its liability with reference to the SID No. 789 Bond called for redemption on any date in accordance with their terms, by depositing with the Trustee on or before that date an amount equal to the principal, interest and redemption premium, if any, which are then due thereon; provided that notice of such redemption has been duly given as provided in this Resolution.

Section 12.4 Escrow. The City may also at any time discharge its liability with reference to the SID No. 789 Bond by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are Government Obligations which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required to provide funds sufficient to pay all principal and interest to become due on the SID No. 789 Bond over time or the City has given the redemption notice required to redeem the SID No. 789 Bond and the funds provided will be sufficient to pay the redemption price, including any applicable redemption premium, to an earlier redemption date.

ARTICLE XIII

TAX MATTERS

Section 13.1 Use of Riverside Sewer Project. The Riverside Sewer Project will be owned and operated by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the Riverside Sewer Project or the System or security for the payment of the SID No. 789 Bond which might cause the SID No. 789 Bond to be considered "private activity bonds" or "private activity bonds" within the meaning of Section 141 of the Code.

Section 13.2 General Covenant. The City covenants and agrees with the owners from time to time of the SID No. 789 Bond that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the SID No. 789 Bond to become includable in gross income for federal income tax purposes under the Code and the Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the SID No. 789 Bond will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

Section 13.3 Arbitrage Certifications. The Mayor, City Manager and the City Finance Director, being the officers of the City charged with the responsibility for issuing the SID No. 789 Bond pursuant to the Resolution, are authorized and directed to execute and deliver to the DNRC a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the SID No. 789 Bond, it is reasonably expected that the proceeds of the SID No. 789 Bond will be used in a manner that would not cause the SID No. 789 Bond to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

Section 13.4 Arbitrage Rebate. The City acknowledges that the SID No. 789 Bond is subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the SID No. 789 Bond from gross income for federal income tax purposes, unless the SID No. 789 Bond qualifies for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no "gross proceeds" of the SID No. 789 Bond (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Mayor, the City Manager, the City Finance Director, and the City Clerk are, or any one or more of them is, hereby authorized and directed to execute a Rebate Certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

Section 13.5 Information Reporting. The City shall file with the Secretary of the Treasury, not later than August 15, 2026, a statement concerning the SID No. 789 Bond containing the information required by Section 149(e) of the Code.

ARTICLE XIV

MISCELLANEOUS

Section 14.1 Notices. All notices or other communications hereunder shall be sufficiently sent or given and shall be deemed sent or given when delivered or mailed by certified mail, postage prepaid or by recognized overnight delivery service, to the parties at the following addresses:

DNRC: Department of Natural Resources and Conservation
1539 Eleventh Avenue
P. O. Box 201601
Helena, Montana 59620-1601
Attn: Conservation and Resource
Development Division

Trustee: U.S. Bank Trust Company, National Association
Attn: Global Corporate Trust, PD-OR-C1LV
Columbia Center
17650 NE Sandy Blvd
Portland, Oregon 97230-5000

City: City of Bozeman
P.O. Box 1230
Bozeman, Montana 59771-1230
Attn: Finance Director

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices or other communications shall be sent.

Section 14.2 Binding Effect. This Resolution shall inure to the benefit of and shall be binding upon the DNRC, the City and their respective successors and assigns.

Section 14.3 Severability. If any provision of this Resolution shall be determined to be unenforceable at any time, it shall not affect any other provision of this Resolution or the enforceability of that provision at any other time.

Section 14.4 Amendments. This Resolution may not be effectively amended without the written consent of the DNRC.

Section 14.5 Applicable Law. This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 14.6 Captions; References to Sections. The captions in this Resolution are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Resolution. References to Articles and Sections are to the Articles and Sections of this Resolution, unless the context otherwise requires.

Section 14.7 No Liability of Individual Officers, Directors or Commission Members. No recourse under or upon any obligation, covenant or agreement contained in this Resolution shall be had against any director, officer or employee, as such, past, present or future, of the DNRC, the DEQ, or the Trustee, either directly or through the DNRC, the DEQ, or the Trustee, or against any officer, or member of the governing body or employee of the City, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer or member of the governing body or employee of the DNRC, the Trustee or the City is hereby expressly waived and released by the City and by the DNRC as a condition of and in consideration for the adoption of this Resolution and the making of the 2026 Loan.

Section 14.8 Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Resolution or the SID No. 789 Bond, shall not be a Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Resolution or the SID No. 789 Bond.

Section 14.9 Right of Others To Perform City's Covenants. In the event the City shall fail to make any payment or perform any act required to be performed hereunder, then and in each such case the DNRC or the provider of any Collateral Document may (but shall not be obligated to) remedy such default for the account of the City and make advances for that purpose. No such performance or advance shall operate to release the City from any such default and any sums so

advanced by the DNRC or the provider of any Collateral Document shall be paid immediately to the party making such advance and shall bear interest at the rate of ten percent (10%) per annum from the date of the advance until repaid. The DNRC and the provider of any Collateral Document shall have the right to enter the Riverside Sewer Project or the facility or facilities of which the Riverside Sewer Project is a part or any other facility which is a part of the Riverside Sewer Project in order to effectuate the purposes of this Section.

Section 14.10 Authentication of Transcript. The officers of the City are hereby authorized and directed to furnish to the DNRC and to Bond Counsel certified copies of all proceedings relating to the issuance of the SID No. 789 Bond and such other certificates and affidavits as may be required to show the right, power and authority of the City to issue the SID No. 789 Bond, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the City as to the truth of the statements purported to be shown thereby.

Section 14.11 Repeals and Effective Date.

(a) Repeal. All provisions of other resolutions and other actions and proceedings of the City and this Commission that are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

(b) Effective Date. This Resolution shall take effect immediately.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, this 2nd day of June, 2026.

_____
JOEY MORRISON
Mayor

ATTEST:

_____
MICHAEL MAAS
City Clerk

APPROVED AS TO FORM:

_____
GREG SULLIVAN
City Attorney

(SEAL)

APPENDIX A
DESCRIPTION OF THE RIVERSIDE SEWER PROJECT

The Riverside Sewer Project consists of designing, engineering, and constructing the public wastewater infrastructure that connects the sewer collection system of the City located in Riverside to the City's Water Reclamation Facility and related improvements.

ESTIMATED RIVERSIDE SEWER PROJECT BUDGET

	Series 2026A Bond	**SID No. 789 Bond**	**Total**
Revolving Fund Deposit		$84,600	$84,600
Bond Counsel	$15,000	$50,000	$65,000
Preliminary Engineering		$148,832	$148,832
Prelim & Final Design		$180,229	$180,229
Bidding & Constr. Admin		$100,000	$100,000
Construction Inspection		$100,000	$100,000
Construction	$835,000	$966,617	$1,801,617
Contingency		$40,629	$40,629
Other ***(Utility Extensions)***		$21,093	$21,093
TOTAL PROJECT BUDGET	**$850,000**	**$1,692,000**	**$2,542,000**

APPENDIX B

[Form of the SID No. 789 Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
GALLATIN COUNTY

CITY OF BOZEMAN

SPECIAL IMPROVEMENT DISTRICT NO. 789 BOND (RIVERSIDE NEIGHBORHOOD)
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM),
SERIES 2026

No. R-1 $1,692,000

FOR VALUE RECEIVED, CITY OF BOZEMAN, MONTANA (the "City"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Special Improvement District No. 789 Fund, the principal sum equal to the sum of the amounts entered on Schedule A attached hereto under "Total Amount Advanced," with interest on each such amount from the date such amount is advanced hereunder at the rate of 2.00% per annum on the unpaid balance until paid. In addition, the City shall pay, solely from said source, an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of twenty-five hundredths of one percent (0.25%) and twenty-five hundredths of one percent (0.25%), respectively, per annum. Interest and Administrative Expense Surcharge and the Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date"), commencing January 1, 2027 and concluding July 1, 2046. Principal shall be payable on the dates set forth in Schedule B hereto. Each installment shall be in the amount set forth opposite its due date in Schedule B attached hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Surcharge shall be as set forth in Schedule B hereto. Upon each disbursement of 2026 Loan amounts to the City pursuant to the Resolution described below, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under "Advances" and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under "Total Amount Advanced." The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Resolution. Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of 2.50% per annum. Past-due payments of principal and interest and Administrative Expense Surcharge and the Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments

under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is the City's "Special Improvement District No. 789 Bond (Riverside Neighborhood) (DNRC Water Pollution Control State Revolving Loan Program), Series 2026 (the "SID No. 789 Bond"), issued under Resolution No. _____, adopted by the City Commission of the City on June 2, 2026 (the "Resolution"), to which Resolution, copies of which are on file with the City, reference is hereby made for a description of the nature and extent of the security, the respective rights thereunder of the owners of the SID No. 789 Bond and the City and the terms upon which the SID No. 789 Bond are to be issued and delivered. Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The SID No. 789 Bond is issued in the maximum authorized principal amount of $1,692,000. The SID No. 789 Bond is issuable only as a single, fully registered bond. The SID No. 789 Bond is issued by the City for the purpose of financing or reimbursing the City for a portion of the cost of the acquisition and construction of certain local improvements within Special Improvement District No. 789 (Riverside Neighborhood) of the City (the "District"), thereby assisting activities in the public interest and for the public welfare of the City.

The SID No. 789 Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of Montana, particularly Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the "Act"), and pursuant to the Resolution. This Bond is payable from the collection of a special tax or assessment levied upon all assessable real property within the boundaries of the District, in an aggregate principal amount of not less than the aggregate principal amount of the SID No. 789 Bond to be paid from special assessments, except as such amount may be reduced or increased in accordance with provisions of Montana law. Such assessments constitute a lien against the assessable real property within the District, and the SID No. 789 Bond are not general obligations of the City.

The City has also validly established a Special Improvement District Revolving Fund (the "Revolving Fund") to secure the payment of certain of its special improvement district bonds, including the SID No. 789 Bond. The City has also agreed, to the extent permitted by the Enabling Act, to issue orders annually authorizing loans or advances from the Revolving Fund to the District Fund, in amounts sufficient to make good any deficiency in the District Fund to pay principal of or interest on the SID No. 789 Bond, to the extent that funds are available in the Revolving Fund, and to provide funds for the Revolving Fund by annually making a tax levy or loan from its general fund in an amount sufficient for that purpose, subject to the limitation that no such tax levy or loan may in any year cause the balance in the Revolving Fund to exceed five percent of the principal amount of the City's then outstanding special improvement district bonds secured thereby and the durational limitations specified in the Enabling Act.

The SID No. 789 Bond is subject to mandatory redemption on any interest payment date if, after paying all principal and interest then due on the SID No. 789 Bond, there are funds to the credit of the Special Improvement District No. 789 Fund of the City, from the prepayment of assessments levied in the District or from surplus proceeds of the SID No. 789 Bond not required to pay costs of the Riverside Sewer Project, for the redemption thereof, and in the manner provided for the redemption of the same, as further provided in the Resolution. Any prepayment of special

assessments shall include the amount of interest on the entire outstanding principal amount of the special assessments through the next semiannual payment date on this SID No. 789 Bond. The SID No. 789 Bond is subject to redemption at the option of the City from other sources of funds available therefor on any interest payment date, subject, however, to the terms and conditions specified in the Resolution. The redemption price is equal to the principal amount of the SID No. 789 Bond or portions thereof to be redeemed plus interest accrued thereon to the date of redemption. Any prepayment must be accompanied by payment of accrued Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. Upon partial prepayment of this SID No. 789 Bond, the registered holder hereof shall reamortize the then-outstanding principal hereof over the then-remaining term in equal or substantially equal installments of principal and interest. The date of redemption shall be fixed by the City Finance Director, who shall give notice by first class mail, postage prepaid, to the owner or owners of such SID No. 789 Bond at their addresses shown on the bond register, of the SID No. 789 Bond or portions thereof to be redeemed and the date on which payment will be made, which date shall not be less than thirty (30) days after the date of mailing of notice, on which date so fixed interest shall cease. On the date so fixed interest on the SID No. 789 Bond or portions thereof so redeemed shall cease to accrue.

If provision is made for the payment of principal of and interest on this SID No. 789 Bond in whole in accordance with the Resolution, this SID No. 789 Bond shall no longer be deemed outstanding under the Resolution, shall cease to be entitled to the benefits of the Resolution, and shall thereafter be payable solely from the funds provided for payment.

The City may deem and treat the person in whose name this SID No. 789 Bond is registered as the absolute owner hereof, whether this SID No. 789 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the City shall not be affected by any notice to the contrary. The SID No. 789 Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all things required to be done precedent to the issuance of this Bond have been properly done, happened and been performed in the manner prescribed by the laws of the State of Montana and the resolutions and ordinances of the City relating to the issuance thereof.

IN WITNESS WHEREOF, the City of Bozeman, Montana, by its governing body, has caused this Bond to be executed by the signatures of the Mayor, the City Manager and the City Clerk, and has caused this Bond to be dated as of the [_____] day of [_____], 2026.

CITY OF BOZEMAN, MONTANA

_____
Mayor

(SEAL)

_____
City Manager

_____
City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director of the City, as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The City shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond and the interest accruing thereon is registered on the books of the City of Bozeman, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

Date of Registration	Name and Address of Registered Holder	Signature of City Finance Director
[_____], 2026	Department of Natural Resources and Conservation 1539 Eleventh Avenue Helena, MT 59620	_____

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE BOND REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Finance Director of the City of Bozeman, Montana, acting as Bond Registrar, has transferred, on the books of the City, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

Date of Transfer	Name of New Registered Holder	Signature of Registrar

FORM OF ASSIGNMENT

For value received, this Bond is hereby transferred and assigned by the undersigned holder, without recourse, to _____ on this _____ day of _____, _____.

By: _____
(Authorized Signature)

For: _____
(Holder)

SCHEDULE A

SCHEDULE OF AMOUNTS ADVANCED

Date	Advances	Total Amount Advanced	Notation Made By

SCHEDULE B

Date	Principal	Interest	Administrative Expense Surcharge	Loan Loss Reserve Surcharge	Total Loan Payment

APPENDIX C

ADDITIONAL AGREEMENTS, REPRESENTATIONS AND COVENANTS

NONE

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. _____ entitled: **"RESOLUTION RELATING TO $1,692,000 SPECIAL IMPROVEMENT DISTRICT NO. 789 BOND (RIVERSIDE NEIGHBORHOOD) (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), SERIES 2026; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF AND PROVIDING FOR THE SECURITY THEREFOR"** (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 at a regular meeting on June 2, 2026, 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 Commission Members voted in favor thereof: _____ _____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this 2nd day of June, 2026.

_____
MICHAEL MAAS
City Clerk

SUPPLEMENTAL RESOLUTION

Relating to

$850,000
SUBORDINATE LIEN SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
TAXABLE SERIES 2026A

CITY OF BOZEMAN, MONTANA

Adopted: June 2, 2026

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(For convenience only, not a part of this Supplemental Resolution)

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RESOLUTION NO. _____

RESOLUTION RELATING TO $850,000 SUBORDINATE LIEN SEWER SYSTEM REVENUE BOND (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), SERIES 2026A; AUTHORIZING THE ISSUANCE AND PRESCRIBING THE FORM AND TERMS THEREOF AND THE SECURITY THEREFOR

RECITALS:

WHEREAS, pursuant to the Water Pollution Control State Revolving Fund Act, Montana Code Annotated, Title 75, Chapter 5, Part 11, as amended (the "State Act"), the State of Montana (the "State") has established a revolving loan program (the "Program") to be administered by the Department of Natural Resources and Conservation of the State of Montana, an agency of the State (the "DNRC"), and by the Department of Environmental Quality of the State of Montana, an agency of the State (the "DEQ"), and has provided that a water pollution control state revolving fund (the "Revolving Fund") be created within the state treasury and all federal, state and other funds for use in the Program be deposited into the Revolving Fund, including, but not limited to, all federal grants for capitalization of a state water pollution control revolving fund under the federal Water Pollution Control Act (the "Clean Water Act"), all repayments of assistance awarded from the Revolving Fund, interest on investments made on money in the Revolving Fund and payments of principal of and interest on loans made from the Revolving Fund; and

WHEREAS, the State Act provides that funds from the Program shall be disbursed and administered for the purposes set forth in the Clean Water Act and according to rules adopted by the DEQ and the DNRC; and

WHEREAS, the current EPA Capitalization Grant (as hereinafter defined) requires that loans under the Program funded in whole or in part by such grant in the aggregate and not on a

loan-by-loan basis be structured in such a way that a percentage of the total proceeds of such grant be subject to loan forgiveness; and

WHEREAS, the City of Bozeman, Montana (the "Borrower") has applied to the DNRC for the 2026A Loan (as hereinafter defined) from the Revolving Fund to enable the Borrower to finance, refinance or reimburse itself for the costs of the Riverside Sewer Project (as hereinafter defined) which will carry out the purposes of the Clean Water Act and to pay costs of issuance of the Series 2026A Bond (as hereinafter defined); and

WHEREAS, the DNRC offered to make a loan in the total principal amount of $850,000 available to the Borrower, contemplated to be forgiven in the event the Borrower satisfies certain conditions; and

WHEREAS, to take advantage of the DNRC's offer, the Borrower contemplates issuing the Series 2026A Bond in the maximum principal amount of $850,000, to finance, refinance or reimburse itself for a portion of the costs of the Riverside Sewer Project (as hereinafter defined), which will carry out the purposes of the Clean Water Act; and

WHEREAS, provided that the Borrower complies with certain conditions for principal forgiveness, the Borrower's obligation to repay the Series 2026A Bond will be forgiven; and

WHEREAS, the Borrower is authorized under the Original Resolution (as hereinafter defined), applicable laws, ordinances and regulations to adopt this Supplemental Resolution and to issue the Series 2026A Bond (as hereinafter defined) to evidence the 2026A Loan (as hereinafter defined) for the purposes set forth herein; and

WHEREAS, the DNRC expects to fund the 2026A Loan (as hereinafter defined) entirely from proceeds of the current EPA Capitalization Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, AS FOLLOWS:

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION AND APPENDICES

Section 1.1 Definitions. Unless a different meaning clearly appears from the context, terms used with initial capital letters but undefined in this Supplemental Resolution shall have the meanings given them in the Original Resolution, the Indenture, or as follows:

"Accountant" or "Accountants" means an independent certified public accountant or a firm of independent certified public accountants selected by the Borrower and, so long as any SRF Bonds are Outstanding, reasonably satisfactory to the DNRC.

"Acquisition and Construction Account" means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.2 of the Original Resolution.

"Act" means Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended.

"Administrative Expense Surcharge" means, in respect of the 2026A Loan, upon the delivery of a Noncompliance Statement as provided by this Supplemental Resolution, a surcharge equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2026A Loan payable on the same dates that payments of interest on the 2026A Loan are due.

"Authorized DNRC Officer" means the Director of the DNRC or his or her designee.

"Bond Counsel" means any firm of nationally recognized bond counsel experienced in matters relating to tax-exempt financing, selected by the Borrower; provided that so long as any SRF Bonds are Outstanding, such Bond Counsel shall be reasonably acceptable to the DNRC.

"Bond Register" means the registration books to be maintained by the Registrar with respect to any series of Bonds.

"Bonds" means the Series 2010B Bond, the Series 2010C Bond, the Series 2010D Bond, the Series 2010F Bond, the Series 2010G Bond, the Series 2010H Bond, the Series 2020B Bond, the Series 2020D Bond, the Series 2021 Bond, and any additional Bonds. "Bonds" does not include the Series 2026A Bond.

"Borrower" means the City of Bozeman, Montana, or any permitted successor assign.

"Business Day" means any day which is not a Saturday or Sunday, a legal holiday in the State or a day on which banks in Montana are authorized or required by law to close.

"Clean Water Act" means the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387, as amended, and all regulations, rules and interpretations issued by the EPA thereunder.

"Closing" means the date of delivery of the Series 2026A Bond to the DNRC.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral Documents" means, with respect to any Outstanding Bonds, any security agreement, guaranty or other document or agreement delivered to the DNRC securing the obligations of the Borrower under this Resolution and the Outstanding Bonds. If no Collateral Documents secure such obligations, any reference to Collateral Documents in this Resolution shall be without effect.

"Commission" means the City Commission of the Borrower.

"Committed Amount" means the aggregate amount of the 2026A Loan committed to be lent by the DNRC to the Borrower pursuant to Section 4.1 of this Supplemental Resolution, as such amount may be reduced pursuant to Sections 3.2 and 3.4 of this Supplemental Resolution.

"Compliance Certificate and Request" means the certificate and request substantially in the form of the attached Appendix D.

"Consultant" means a nationally recognized consultant or firm of consultants, or an independent engineer or firm of independent engineers, or an Accountant, which in any case is qualified and has skill and experience in the preparation of financial feasibility studies or projections for facilities similar to the System or any Project, selected by the Borrower and, so long as any SRF Bonds are Outstanding, reasonably satisfactory to the DNRC.

"Debt" means, without duplication, in respect of the System, (1) indebtedness of the Borrower for borrowed money or for the deferred purchase price of property or services; (2) the

obligation of the Borrower as lessee under leases which should be recorded as capital leases under generally accepted accounting principles; and (3) obligations of the Borrower under direct or indirect guarantees in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clause (1) or (2) above.

"DEQ" means the Department of Environmental Quality of the State of Montana, an agency of the State, or any successor to its powers, duties and obligations under the State Act or the EPA Agreements.

"Determination Statement" means a Forgiveness Statement or a Noncompliance Statement.

"DNRC" means the Department of Natural Resources and Conservation of the State of Montana, an agency of the State, and any successor to its powers, duties and obligations under the State Act.

"EPA" means the Environmental Protection Agency, an agency of the United States of America, and any successor to its functions under the Clean Water Act.

"EPA Agreements" means all capitalization grant agreements and other written agreements between the DEQ, the DNRC and the EPA concerning the Program.

"EPA Capitalization Grant" means a grant of funds to the State by the EPA under Title VI of the Clean Water Act and any grant made available by the EPA for deposit in the Revolving Fund pursuant to Section 205(m) of the Clean Water Act.

"Forgiveness Statement" means a written statement delivered to the Borrower by the DNRC in response to a Compliance Certificate and Request that the Borrower's obligation to repay the principal of the Series 2026A Bond is forgiven.

"Governmental Unit" means governmental unit as such term is used in Section 145(a) of the Code.

"Indenture" means the Indenture of Trust, dated as of June 1, 1991, between the Board of Examiners of the State and the Trustee, as such may be supplemented or amended from time to time in accordance with the provisions thereof, pursuant to which, among other things, the State Bonds are to be or have been issued.

"Loan Loss Reserve Surcharge" means, in respect of the 2026A Loan, upon the delivery of a Noncompliance Statement as provided by this Supplemental Resolution, a surcharge equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2026A Loan payable by the Borrower on the same dates that payments of interest on the 2026A Loan are due.

"Loan Repayments" means, if the DNRC delivers a Noncompliance Statement, the periodic payments of principal of and interest on the 2026A Loan as set out more particularly in Article V of this Supplemental Resolution.

"Net Revenues" means the gross revenues of the System for a specified period less the Operating Expenses of the System for the same period, as described in the Original Resolution, as amended.

"Noncompliance Statement" means a written statement delivered to the Borrower by the DNRC that the Borrower's obligation to repay the principal of the Series 2026A Bond is not forgiven.

"Operating Account" means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.3 of the Original Resolution.

"Operating Expenses" has the meaning given to such term in the Original Resolution, as amended.

"Operating Reserve" means the reserve to be maintained in the Operating Account as required by Section 11.3 of the Original Resolution.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"Original Resolution" means Resolution No. 4220 of the Borrower adopted by the Commission on November 16, 2009.

"Payment Date" means, with respect to the 2026A Loan, if a Noncompliance Statement is delivered with respect to the 2026A Loan, each January 1 and July 1 during the term of the Series 2026A Bond on which a payment of interest or principal and interest is due, as determined under this Supplemental Resolution and the Series 2026A Bond.

"Person" means any Private Person or Public Entity.

"Private Person" means an individual, corporation, partnership, association, joint venture, limited liability company, limited liability partnership, joint stock company, trust or unincorporated organization, except a Public Entity.

"Program" means the Water Pollution Control State Revolving Fund Program established by the State Act.

"Project" means the designing, engineering, acquiring, constructing, installing, improving, or enlarging the System, or any part thereof, including the Riverside Sewer Project.

"Public Entity" means a State agency, city, town, county, school district, political or administrative subdivision of State government, irrigation district, county water and sewer district or other public body established by State law or an Indian tribe that has a federally recognized governing body carrying out substantial governmental duties and powers over any area.

"Recycled Money" means payments and prepayments of principal of loans made under the Program, and any other amounts transferred to the Principal Subaccount in the Revenue Subaccount in the State Allocation Account (as such terms are defined in the Indenture).

"Registrar" means, with respect to the Series 2026A Bond, the City Finance Director or any successor appointed pursuant to this Supplemental Resolution, and, with respect to any other series of Bonds, the Person or Persons designated in the Resolution or Supplemental Resolution authorizing the issuance of such Bonds.

"Regulations" means the Treasury Regulations promulgated under the Code.

"Replacement and Depreciation Account" means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.6 of the Original Resolution.

"Reserve Account" means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.5 of the Original Resolution.

"Reserve Requirement" means, as of the date of calculation, an amount equal to one-half the sum of the highest amount of principal and interest payable on all outstanding Bonds in any one future fiscal year (giving effect to mandatory sinking fund redemption, if any).

"Resolution" means the Original Resolution, as amended and supplemented by Resolution Nos. 4234, 4245, 4254, 4299, 4462, 5183, and 5184, adopted by the City Commission on January 19, 2010, February 16, 2010, May 3, 2010, November 1, 2010, August 5, 2013, and June 15, 2020, respectively, by this Supplemental Resolution, and as it may be further amended and supplemented in accordance with its terms.

"Revenue Bond Account" means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.4 of the Original Resolution.

"Revolving Fund" means the Water Pollution Control State Revolving Fund created pursuant to the State Act.

"Riverside Sewer Project" means the designing, engineering, and construction of the facilities, improvements and activities financed, refinanced or the cost of which is being financed by or reimbursed to the Borrower in part with proceeds of the 2026A Loan, described in Appendix A hereto.

"Series 2010B Bond" means the Borrower's Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B, issued to the DNRC pursuant to the Resolution as then in effect.

"Series 2010C Bond" means the Borrower's First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C issued to the DNRC pursuant to the Resolution as then in effect.

"Series 2010D Bond" means the Borrower's First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010D, issued to the DNRC pursuant to the Resolution as then in effect.

"Series 2010F Bond" means the Borrower's First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010F, issued to the DNRC pursuant to the Resolution as then in effect.

"Series 2010G Bond" means the Borrower's First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010G, issued to the DNRC pursuant to the Resolution as then in effect.

"Series 2010H Bond" means the Borrower's First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010H, issued to the DNRC pursuant to the Resolution as then in effect.

"Series 2020B Bond" means the Borrower's Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2020B, issued to the DNRC pursuant to the Resolution as then in effect.

"Series 2020D Bond" means the Borrower's Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2020D, issued to the DNRC pursuant to the Resolution as then in effect.

"Series 2021 Bond" means the Borrower's Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2021, issued to the DNRC pursuant to the Resolution as then in effect.

"Series 2026A Bond" means the Borrower's $850,000 Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2026A, issued to the DNRC pursuant to this Supplemental Resolution.

"Sewer System Fund" means the fund created by Section 11.1 of the Original Resolution.

"State" means the State of Montana.

"State Act" means Montana Code Annotated, Title 75, Chapter 5, Part 11, as amended from time to time.

"State Bonds" means the State's General Obligation Bonds (Water Pollution Control State Revolving Fund Program), issued and to be issued pursuant to the Indenture.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon, means the date specified in such Bond as the fixed date on which principal of such Bond or such installment of interest is due and payable.

"Subordinate Obligations" means, with respect to any Obligation, the date specified in such Obligation as the fixed date on which the principal of such Obligation is due and payable, including the Series 2026A Bond.

"Supplemental Resolution" means this resolution adopted by the Commission on June 2, 2026, or any other resolution supplemental to the Resolution in accordance with its terms.

"Surplus Account" means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.7 of the Original Resolution.

"Surplus Net Revenues" means that portion of the Net Revenues in excess of the current requirements of the Operating Account, the Revenue Bond Account and the Reserve Account.

"System" means the existing sewer system of the Borrower and all extensions, improvements and betterments thereof hereafter constructed and acquired, including, without limitation, the Riverside Sewer Project.

"Trustee" means U.S. Bank Trust Company, National Association, or any successor trustee under the Indenture.

"2026A Loan" means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the Committed Amount to provide funds to pay a portion of the costs of the Riverside Sewer Project payable under the Program and to pay costs of issuing the Series 2026A Bond.

Section 1.2 Other Rules of Construction. For all purposes of this Supplemental Resolution, except where the context clearly indicates otherwise:

(a) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted government accounting standards.

(b) Terms in the singular include the plural and vice versa.

(c) All references to time shall refer to Helena, Montana time, unless otherwise provided herein.

(d) All references to mail shall refer to first-class mail postage prepaid.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) "Or" is not exclusive, but is intended to permit or encompass one, more or all of the alternatives conjoined.

Section 1.3 Appendices. Attached to this Supplemental Resolution and hereby made a part hereof are the following Appendices:

Appendix A: a description of the Riverside Sewer Project and estimated budget for the Riverside Sewer Project;

Appendix B: the form of the Series 2026A Bond;

Appendix C: additional agreements, representations and covenants of the Borrower; and

Appendix D: form of Compliance Certificate and Request.

ARTICLE II

AUTHORIZATION, FINDINGS, REPRESENTATIONS AND COVENANTS

Section 2.1 Authorization and Findings.

(a) Authorization. Under the Act, the Borrower is authorized to sell and issue its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the reconstruction, improvement, betterment and extension of a municipal sewer system or to refund bonds issued for such purposes; provided that the bonds and the interest thereon are to be payable solely out of the net income and revenues to be derived from rates, fees and charges for the services, facilities and commodities furnished by such sewer system, and are not to create any obligation for the payment of which taxes may be levied except to pay for services provided by the sewer system to the Borrower.

(b) The System. The Borrower, pursuant to the Act and other laws of the State, has established and presently owns and operates the System.

(c) The Riverside Sewer Project. After investigation of the facts and as authorized by the Act, this Commission has determined it to be necessary and desirable and in the best interests of the Borrower to construct the Riverside Sewer Project.

(d) Outstanding Bonds. Pursuant to the Act and the Original Resolution, the Borrower has issued, and has outstanding its Series 2010B Bond, Series 2010C Bond, Series 2010D Bond, Series 2010F Bond, Series 2010G Bond, Series 2010H Bond, Series 2020B Bond, Series 2020D Bond, and Series 2021 Bond (collectively, the "Outstanding Bonds"). The Outstanding Bonds are parity Bonds, payable from and secured by Net Revenues of the System. No other bonds or indebtedness are currently outstanding that are payable from or secured by revenues of the System.

(e) Subordinate Obligations. The Borrower reserved the right under Section 10.4 of the Original Resolution to issue Subordinate Obligations payable from Surplus Net Revenues. The Series 2026A Bond is a Subordinate Obligation.

(f) Effect of Forgiveness. If the DNRC delivers a Forgiveness Statement to the Borrower and the obligation of the Borrower to repay the Series 2026A Bond is forgiven, then this Resolution shall be terminated and the Borrower shall thereafter have no obligations under this Resolution; provided, however, the Borrower's obligations under Article VI shall survive the termination of this Resolution and remain in effect.

(g) Recitals. All acts, conditions and things required by the Constitution and laws of the State to be done, to exist, to happen and to be performed prior to the issuance of the Series 2026A Bond have been done, do exist, have happened and have been performed in due time, form and manner. This Commission determines that it is now necessary and in the best interest of the Borrower to establish the form and terms of the Series 2026A Bond, to provide for the security thereof and to issue the Series 2026A Bond on the terms and conditions set forth herein and in the Series 2026A Bond.

Section 2.2 Representations. The Borrower represents as follows:

(a) Organization and Authority. The Borrower:

(1) is duly organized and validly existing as a municipal corporation and political subdivision of the State;

(2) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the System and to carry on its current activities with respect to the System, to adopt this Supplemental Resolution and to enter into the Collateral Documents and to issue the Series 2026A Bond and to carry out and consummate all transactions contemplated by this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents;

(3) is a Governmental Unit and a Public Entity; and

(4) has taken all proper action to authorize the execution, delivery and performance of its obligations under this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents and the incurrence of the Debt evidenced by the Series 2026A Bond in the maximum amount of the Committed Amount.

(b) Litigation. There is no litigation or proceeding pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before or by any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the existence, corporate or otherwise, of the Borrower, or the ability of the Borrower to make all payments and otherwise perform its obligations under the Resolution,

the Series 2026A Bond and the Collateral Documents, or the financial condition of the Borrower, or the transactions contemplated by this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents or the validity and enforceability of the Resolution, the Series 2026A Bond and the Collateral Documents. If any such litigation should be initiated or threatened, the Borrower will forthwith notify in writing the DNRC, and will furnish the DNRC a copy of all documents, including pleadings, in connection with such litigation. No referendum petition has been filed with respect to any resolution or other action of the Borrower relating to the Riverside Sewer Project, the Series 2026A Bond or any Collateral Documents.

(c) Borrowing Legal and Authorized. The adoption of this Supplemental Resolution, the execution and delivery of the Series 2026A Bond and the Collateral Documents and the consummation of the transactions provided for in this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents and compliance by the Borrower with the provisions of this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents:

(1) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower; and

(2) do not and will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any ordinance, resolution, indenture, loan agreement or other agreement or instrument (other than this Supplemental Resolution and any Collateral Documents) to which the Borrower is a party or by which the Borrower or its property may be bound, nor will such action result in any violation of the provisions of the charter or similar document, if applicable, of the Borrower or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower, its properties or operations are subject.

(d) No Defaults. No event has occurred and no condition exists that, upon execution and delivery of the Series 2026A Bond and the Collateral Documents, would constitute a default under the Resolution or the Collateral Documents. The Borrower is not in violation of any term of any agreement, bond resolution, trust indenture, charter or other instrument to which it is a party or by which it or its property may be bound which violation would materially and adversely affect

the transactions contemplated hereby or the compliance by the Borrower with the terms of the Resolution, or of the Series 2026A Bond and the Collateral Documents.

(e) Governmental Consent. The Borrower has obtained or made all permits, findings and approvals required to the date of adoption of this Supplemental Resolution by any governmental body or officer for the making and performance by the Borrower of its obligations under the Resolution, the Series 2026A Bond and the Collateral Documents or for the Riverside Sewer Project, the financing or refinancing thereof or the reimbursement of the Borrower for the costs thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of the Borrower as a condition to adopting this Supplemental Resolution, issuing the Series 2026A Bond or entering into the Collateral Documents and the performance of the Borrower's obligations hereunder and thereunder.

(f) Binding Obligation. This Supplemental Resolution, the Series 2026A Bond and any Collateral Document to which the Borrower is a party are the valid and binding special, limited obligations and agreements of the Borrower, enforceable against the Borrower in accordance with their terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, moratorium, reorganization, insolvency or similar laws affecting creditors' rights and general principles of equity.

(g) The Riverside Sewer Project. The Riverside Sewer Project consists and will consist of the facilities, improvements and activities described in Appendix A, as such Appendix A may be amended from time to time in accordance with Article III of this Supplemental Resolution. The Riverside Sewer Project comprises facilities of a type that, as determined by the EPA, will facilitate compliance with the national water pollution control regulations applicable to the System or will otherwise significantly further the health protection objectives of the Clean Water Act.

(h) Full Disclosure. There is no fact that the Borrower has not specifically disclosed in writing to the DNRC that materially and adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of general public information, that will materially and adversely affect the properties, operations and finances of the System, the Borrower's status as a Public Entity and Governmental Unit, its ability to own

and operate the System in the manner it is currently operated or the Borrower's ability to perform its obligations under this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents and to pledge any revenues or other property pledged to the payment of the Series 2026A Bond.

(i) Compliance with Law. The Borrower:

(1) is in compliance with all laws, ordinances, governmental rules and regulations and court or other governmental orders, judgments and decrees to which it is subject and which are material to the properties, operations and finances of the System or its status as a Public Entity and Governmental Unit, including, without limitation and to the extent applicable, federal civil rights laws, including the Age Discrimination Act of 1975, Section 13 of the FWPCA Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964; and

(2) has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership of the System and the operation thereof and agrees to obtain all such licenses, permits, franchises or other governmental authorizations as may be required in the future for the System and the operation thereof, which failure to obtain might materially and adversely affect the ability of the Borrower to conduct the operation of the System as presently conducted or the condition (financial or otherwise) of the System or the Borrower's ability to perform its obligations under this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents.

Section 2.3 Covenants.

(a) Insurance. In addition to the requirements set forth in the Original Resolution, the Borrower at all times shall keep and maintain with respect to the System property and casualty insurance and liability insurance with financially sound and reputable insurers, or self-insurance as authorized by State law, against such risks and in such amounts, and with such deductible provisions, as are customary in the State in the case of entities of the same size and type as the Borrower and similarly situated and shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for all such insurance. All such

insurance policies shall name the DNRC as an additional insured to the extent permitted under the policy or program of insurance of the Borrower. Each policy must provide that it cannot be cancelled by the insurer without giving the Borrower and the DNRC 30 days' prior written notice. The Borrower shall give the DNRC prompt notice of each insurance policy it obtains or maintains to comply with this Section 2.3(a) and of each renewal, replacement, change in coverage or deductible under or amount of or cancellation of each such insurance policy and the amount and coverage and deductibles and carrier of each new or replacement policy. Such notice shall specifically note any adverse change as being an adverse change. The Borrower shall deliver to the DNRC at Closing a certificate providing the information required by this Section 2.3(a).

(b) Right of Inspection and Notice of Change of Location. The DNRC, the DEQ and the EPA and their designated agents shall have the right at all reasonable times during normal business hours and upon reasonable notice to enter into and upon the property of the Borrower for the purpose of inspecting the System or any or all books and records of the Borrower relating to the System.

(c) Further Assurance. The Borrower shall execute and deliver to the DNRC all such documents and instruments and do all such other acts and things as may be necessary or required by the DNRC to enable the DNRC to exercise and enforce its rights under this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents and to realize thereon, and record and file and re-record and refile all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the DNRC to validate, preserve and protect the position of the DNRC under this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents.

(d) Maintenance of Security, if any; Recordation of Interest.

(1) The Borrower shall, at its expense, take all necessary action to maintain and preserve the lien and security interest of this Supplemental Resolution and the Collateral Documents so long as any amount is owing under this Supplemental Resolution or the Series 2026A Bond;

(2) The Borrower shall forthwith, after the execution and delivery of the Series 2026A Bond and thereafter from time to time, cause this Supplemental Resolution and any Collateral Documents granting a security interest in revenues or real or personal property and any financing statements or other notices or documents relating thereto to be filed, registered and recorded in such manner and in such places as may be required by law in order to perfect and protect fully the lien and security interest hereof and thereof and the security interest in them granted by this Supplemental Resolution and, from time to time, shall perform or cause to be performed any other act required by law, including executing or causing to be executed any and all required continuation statements and shall execute or cause to be executed any further instruments that may be requested by the DNRC for such perfection and protection; and

(3) Except to the extent it is exempt therefrom, the Borrower shall pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of the documents described in subparagraph (2), and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Series 2026A Bond and the Collateral Documents and the documents described in subparagraph (2).

(e) Additional Agreements. The Borrower covenants to comply with all representations, covenants, conditions and agreements, if any, set forth in Appendix C hereto.

(f) Financial Information. This Section 2.3(f) supplements, and is not intended to limit, the requirements in Section 2.2(f) of the Original Resolution, as amended. The Borrower agrees that for each fiscal year it shall furnish to the DNRC and the DEQ, promptly when available:

(1) the preliminary budget for the System, with items for the Riverside Sewer Project shown separately; and

(2) when adopted, the final budget for the System, with items for the Riverside Sewer Project shown separately.

(g) Project Accounts. The Borrower shall maintain Project accounts in accordance with generally accepted government accounting standards, and as separate accounts, as required by Section 602(b)(9) of the Clean Water Act.

(h) Records. After reasonable notice from the EPA or the DNRC, the Borrower shall make available to the EPA or the DNRC such records as the EPA or the DNRC reasonably requires to review and determine compliance with the Clean Water Act, as provided in Section 606(e) of the Clean Water Act and shall maintain sufficient financial, managerial and technical capability to continue to effect such compliance.

(i) Compliance with Clean Water Act. The Borrower has complied and shall comply with all conditions and requirements of the Clean Water Act pertaining to the 2026A Loan and the Riverside Sewer Project.

(j) Program Covenant. The Borrower agrees that neither it nor any "related person" to the Borrower (within the meaning of Section 147(a)(2) of the Code) shall, whether pursuant to a formal or informal arrangement, acquire bonds issued by the State under the Indenture in an amount related to the amount of the Series 2026A Bond.

Section 2.4 Covenants Relating to the Tax-Exempt Status of the State Bonds.

(a) The Borrower covenants and agrees that it will not use or permit to be used any of the proceeds of the Series 2026A Bond or any other funds of the Borrower in respect of the Riverside Sewer Project or the Series 2026A Bond, directly or indirectly, in a manner that would cause, or take any other action that would cause, any State Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code or would otherwise cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(b) The Borrower agrees that it will not enter into, or allow any "related person" (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the State Bonds or any other obligations of the DNRC in an amount related to the amount of the 2026A Loan or the portion of the 2026A Loan derived directly or indirectly from

proceeds of the State Bonds or that would otherwise cause any State Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code.

(c) The Borrower shall not use or permit the use of the Riverside Sewer Project directly or indirectly in any trade or business carried on by any Person who is not a Governmental Unit. For the purpose of this subparagraph, use as a member of the general public (within the meaning of the Regulations) shall not be taken into account and any activity carried on by a Person other than a natural person shall be treated as a trade or business.

(d) Any portion of the Riverside Sewer Project being refinanced or the cost of which is being reimbursed was acquired by and is now and shall, during the term of the 2026A Loan, be owned by the Borrower and not by any other Person. Any portion of the Riverside Sewer Project being financed shall be acquired by and shall, during the term of the 2026A Loan, be owned by the Borrower and not by any other Person. Notwithstanding the previous two sentences, the Borrower may transfer the Riverside Sewer Project or a portion thereof to another Governmental Unit which is also a Public Entity if such transfer is otherwise permitted under the Resolution and if such organization agrees with the DNRC to comply with Section 2.3(h), Section 2.3(i) and Section 2.4 of this Supplemental Resolution and if the DNRC receives an Opinion of Bond Counsel that such transfer will not violate the State Act or the Clean Water Act or adversely affect the exclusion of interest on the State Bonds from gross income or purposes of federal income taxation. In addition, except as otherwise provided in the Resolution or in any Collateral Documents, the Borrower may sell or otherwise dispose of any portion of the Riverside Sewer Project which has become obsolete or outmoded or is being replaced or for other reasons is not needed by the Borrower or beneficial to the general public or necessary to carry out the purposes of the Clean Water Act.

(e) At the Closing of the 2026A Loan, the DNRC will, if necessary to obtain the Opinion of Bond Counsel described in Section 7.05(a) of the Indenture, deliver to the Borrower instructions concerning compliance by the Borrower with the arbitrage rebate requirements of Section 148 of the Code (the "Arbitrage Rebate Instructions"). The Borrower shall comply with the Arbitrage Rebate Instructions, if any, delivered to it by the DNRC at Closing, as such Instructions may be amended or replaced by the DNRC from time to time. The Arbitrage Rebate

Instructions may be amended or replaced by new Arbitrage Rebate Instructions delivered by the DNRC and accompanied by an Opinion of Bond Counsel to the effect that the use of said amended or new Arbitrage Rebate Instructions will not adversely affect the excludability of interest on the State Bonds or any Additional State Bonds (except State Bonds the interest on which the State did not intend to be excluded from gross income for federal income tax purposes) from gross income of the recipients thereof for federal income tax purposes.

(f) The Borrower agrees that during the term of the 2026A Loan it will not contract with or permit any Private Person to manage the Riverside Sewer Project or any portion thereof except according to a written management contract and upon delivery to the DNRC of an Opinion of Bond Counsel to the effect that the execution and delivery of such management contract will not violate the State Act or the Clean Water Act or adversely affect the exclusion of interest on State Bonds from gross income for purposes of federal income taxation.

(g) The Borrower may not lease the Riverside Sewer Project or any portion thereof to any Person other than a nonexempt Person which agrees in writing with the Borrower and the State not to cause any default to occur under the Resolution; provided the Borrower may lease all or any portion of the Riverside Sewer Project to a nonexempt Person pursuant to a lease which in the Opinion of Bond Counsel delivered to the DNRC will not cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(h) The Borrower shall not change the use or nature of the Riverside Sewer Project if (i) such change will violate the Clean Water Act, or (ii) so long as the State Bonds are outstanding unless, in the Opinion of Bond Counsel delivered to the DNRC, such change will not result in the inclusion in gross income of interest on the State Bonds for federal income tax purposes.

Section 2.5 Maintenance of System; Liens. The Borrower shall maintain the System, including the Riverside Sewer Project, in good condition and make all necessary renewals, replacements, additions, betterments and improvements thereto. The Borrower shall not grant or permit to exist any lien on the Riverside Sewer Project or any other property making up part of the System, other than liens securing Debt where a parity or senior lien secures the Series 2026A Bond; provided that this Section 2.5 shall not be deemed to be violated if a mechanic's or contractor's lien is filed against any such property so long as the Borrower uses its best efforts to

obtain the discharge of such lien and promptly reports to the DNRC the filing of such lien and the steps it plans to take and does take to discharge of such lien.

Section 2.6 Maintenance of Existence; Merger, Consolidation, Etc.; Disposition of Assets. The Borrower shall maintain its corporate existence, except that it may consolidate with or merge into another Governmental Unit or permit one or more Governmental Units to consolidate with or merge into it or may transfer all or substantially all of its assets to another Governmental Unit and then dissolve if the surviving, resulting or transferee entity (if other than the Borrower) (i) is a Public Entity and (ii) assumes in writing all of the obligations of the Borrower under the Resolution, the Series 2026A Bond and the Collateral Documents, and (a) such action does not result in any default in the performance or observance of any of the terms, covenants or agreements of the Borrower under the Resolution, the Series 2026A Bond and the Collateral Documents, (b) such action does not violate the State Act or the Clean Water Act and does not adversely affect the exclusion of interest on the Series 2026A Bond or the State Bonds from gross income for federal income tax purposes and (c) the Borrower delivers to the DNRC on the date of such action an Opinion of Bond Counsel that such action complies with this Section 2.6.

Other than pursuant to the preceding paragraph, the Borrower shall not transfer the System or any portion thereof to any other Person, except for property which is obsolete, outmoded, worn out, is being replaced or otherwise is not needed for the operation of the System.

ARTICLE III
USE OF PROCEEDS; THE RIVERSIDE SEWER PROJECT

Section 3.1 Use of Proceeds. The Borrower shall apply the proceeds of the 2026A Loan solely as follows:

(a) The Borrower shall apply the proceeds of the 2026A Loan solely to the financing, refinancing or reimbursement of costs of the Riverside Sewer Project and to pay costs of issuance of the Series 2026A Bond as set forth in Appendix A hereto and this Section 3.1. The 2026A Loan will be disbursed in accordance with Article IV hereof and Article VII of the Indenture. If the Riverside Sewer Project has not been completed prior to Closing, the Borrower shall, as quickly

as reasonably possible, complete the Riverside Sewer Project and expend proceeds of the 2026A Loan for the purposes described in this Section 3.1(a).

(b) No portion of the proceeds of the 2026A Loan shall be used to reimburse the Borrower for costs paid prior to the date of adoption of this Supplemental Resolution of a Project the construction or acquisition of which occurred or began earlier than March 7, 1985. In addition, if any proceeds of the 2026A Loan are to be used to reimburse the Borrower for Project costs paid prior to the date of adoption of this Supplemental Resolution, the Borrower shall have complied in respect of such expenditures with the requirements of Section 1.150-2 of the Regulations, as amended or any successor regulation thereto.

(c) Any Debt to be refinanced with proceeds of the 2026A Loan was incurred after March 7, 1985, or with respect to a Project the construction or acquisition of which began after March 7, 1985. No proceeds of the 2026A Loan shall be used for the purpose of refinancing an obligation the interest on which is exempt from federal income tax or excludable from gross income for purposes of federal income taxation unless the DNRC has received an Opinion of Bond Counsel, satisfactory to it, to the effect that such refinancing will not adversely affect the exclusion of interest on the State Bonds from gross income for purposes of federal income taxation.

Section 3.2 The Riverside Sewer Project. Set forth in Appendix A to this Supplemental Resolution is a description of the Riverside Sewer Project, which describes the property which has been or is to be acquired, installed, constructed or improved and the other activities, if any to be funded from the 2026A Loan (the Riverside Sewer Project may consist of more than one facility or activity), and an estimated budget relating to the Riverside Sewer Project. The Riverside Sewer Project may be changed and the description thereof in Appendix A may be amended from time to time by the Borrower but only after delivery to the DNRC of the following:

(a) A certificate of the Borrower setting forth the amendment to Appendix A and stating the reason therefor, including statements whether the amendment would cause an increase or decrease in the cost of the Riverside Sewer Project, an increase or decrease in the amount of proceeds of the 2026A Loan which will be required to complete the Riverside Sewer Project and whether the change will materially accelerate or delay the construction schedule for the Riverside Sewer Project;

(b) A written consent to such change in the Riverside Sewer Project by an Authorized DNRC Officer; and

(c) An Opinion or Opinions of Bond Counsel stating that the Riverside Sewer Project, as constituted after such amendment, is, and was at the time the State Bonds were issued, eligible for financing under the State Act and is, and was at the time the Series 2026A Bond was issued, eligible for financing under the Act, such amendment will not violate the State Act or the Act and such amendment will not adversely affect the exclusion of interest on the State Bonds from gross income for purposes of federal income taxation. Such an Opinion of Bond Counsel shall not be required for amendments which do not affect the type of facility to be constructed or activity to be financed.

The Borrower acknowledges and agrees that an increase in the principal amount of the 2026A Loan may be made only upon an application to the DEQ, the DNRC and the Trustee, in such form as the DEQ shall specify, which is approved by the DEQ and the DNRC, in their sole and absolute discretion, and adoption by the governing body of the Borrower of a Supplemental Resolution authorizing the additional loan and delivery of written certifications by officers of the Borrower to the DEQ, the DNRC and the Trustee to the effect that all representations and covenants contained in this Supplemental Resolution as it may be so amended or supplemented are true as of the date of closing of the additional loan and compliance with applicable tests for the incurrence of such debt. No assurance can be given that any additional loan funds will be available under the Program at the time of any such application or thereafter. The Borrower acknowledges and agrees that neither the DEQ, the DNRC, the Trustee nor any of their agents, employees or representatives shall have any liability to the Borrower and have made no representations to the Borrower as to the sufficiency of the 2026A Loan to pay costs of the Riverside Sewer Project or as to the availability of additional funds under the Program to increase the principal amount of the 2026A Loan.

Section 3.3 Riverside Sewer Project Representations and Covenants. The Borrower hereby represents to and covenants with the DNRC that:

(a) all construction of the Riverside Sewer Project has complied and will comply with all federal and state standards, including, without limitation, EPA regulations and standards and,

to the extent applicable, the Borrower has complied or will comply with the requirements of the Uniform Relocation and Real Property Acquisition Policies Act and with federal laws and regulations regarding flood plain management and wetlands protection, including Executive Order No. 11988;

(b) all future construction of the Riverside Sewer Project will be done only pursuant to fixed price construction contracts, and the Borrower shall obtain a performance and payment bond from the contractor for each construction contract in the amount of 100% of the construction price and ensure that such bond is maintained until construction is completed to the Borrower's, the DNRC's and the DEQ's satisfaction;

(c) all future construction of the Riverside Sewer Project will be done in accordance with plans and specifications on file with the DNRC and the DEQ, provided that changes may be made in such plans and specifications with the written consent of an Authorized DNRC Officer and the DEQ;

(d) all laborers and mechanics employed by contractors and subcontractors on the Riverside Sewer Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code, as amended;

(e) in the event the Riverside Sewer Project is required to comply with the American iron and steel provisions of the 2014 Act (defined below), all the iron and steel products used in the Riverside Sewer Project are produced in the United States in compliance with and within the meaning of the "American Iron and Steel" provisions of Section 436 of the Consolidated Appropriations Act of 2014 (P.L. 113-76), as amended (the "2014 Act"), as those provisions are further interpreted by applicable EPA guidance, except to the extent waivers to the American Iron and Steel requirements of the 2014 Act have been granted by the EPA;

(f) in the event the Riverside Sewer Project is required to comply with the provisions of BABA (defined below), all iron and steel, manufactured products, and construction materials used in the Riverside Sewer Project are produced in the United States in compliance with and within the meaning of the provisions of the Build America, Buy America Act ("BABA") of the

Infrastructure Investment and Jobs Act (P.L. 117-58, div. G, title IX, Nov. 15, 2021, 135 Stat. 1294, as amended by P.L. 117-67, div. B, title II, §10254, Aug. 9, 2022, 136 Stat. 1502, as further amended), such provisions being at Sec. 70901 et seq. of the Infrastructure Investment and Jobs Act, except to the extent waivers to the requirements of BABA acceptable to the DEQ have been granted;

(g) the Riverside Sewer Project is a project of the type permitted to be financed under the Act, the State Act and the Program and Title VI of the Clean Water Act; and

(h) the Borrower will undertake the Riverside Sewer Project promptly after the Closing and will cause the Riverside Sewer Project to be completed as promptly as practicable with all reasonable dispatch, except only as completion may be delayed by a cause or event not reasonably within the control of the Borrower; it is estimated by the Borrower that the Riverside Sewer Project will be substantially completed by June 30, 2026.

Section 3.4 Completion or Cancellation or Reduction of Costs of the Riverside Sewer Project.

(a) Upon completion of the Riverside Sewer Project, the Borrower shall deliver to the DNRC a certificate stating that the Riverside Sewer Project is complete and stating the remaining amount, if any, of the Committed Amount. If Appendix A describes two or more separate projects as making up the Riverside Sewer Project, a separate completion certificate shall be delivered for each.

(b) If all or any portion of the Riverside Sewer Project is cancelled or reduced or its costs are reduced or for any other reason the Borrower will not require the full Committed Amounts, the Borrower shall promptly notify the DNRC in writing of such fact and the amount of the Committed Amount that will not be needed.

(c) The Borrower may not request an advance on the 2026A Loan after the date that is 180 days following the date of substantial completion of the Riverside Sewer Project (such date, the "Loan Close Out Date"), and by no later than the Loan Close Out Date, the DNRC and the

DEQ will close out and cease administering the 2026A Loan, unless an extension is granted in writing by and in the sole discretion of the DEQ.

ARTICLE IV
THE 2026A LOAN

Section 4.1 The 2026A Loan; Disbursement of 2026A Loan.

(a) The DNRC has agreed to lend to the Borrower, from time to time as the requirements of this Section 4.1 are met, an amount up to $850,000 (the "Committed Amount") for the purposes of financing, refinancing or reimbursing the Borrower for a portion of the costs of the Riverside Sewer Project and paying costs of issuance of the Series 2026A Bond; provided the DNRC shall not be required to disburse any proceeds of the 2026A Loan to the Borrower after the Loan Close Out Date. The Committed Amount may be reduced as provided in Sections 3.2 and Section 3.4 of this Supplemental Resolution.

(b) The DNRC intends to disburse the 2026A Loan through the Trustee. In consideration of the issuance of the Series 2026A Bond by the Borrower, the DNRC shall make, or cause the Trustee to make, a disbursement of all or a portion of the 2026A Loan upon receipt of the following documents:

(1) an Opinion of Bond Counsel as to the Series 2026A Bond;

(2) the Series 2026A Bond, fully executed and authenticated;

(3) a certified copy of the Original Resolution, as amended to date, and this Supplemental Resolution;

(4) any other security instruments or documents required by the DNRC or DEQ as a condition to their approval of the 2026A Loan;

(5) reserved;

(6) the items required by the Indenture for the portion of the 2026A Loan to be disbursed at Closing; and

(7) such other certificates, documents and other information as the DNRC, the DEQ or Bond Counsel may require (including any necessary arbitrage rebate instructions).

(c) In order to obtain a disbursement of a portion of the 2026A Loan to pay costs of the Riverside Sewer Project, the Borrower shall submit to the DNRC and the Trustee a signed request for disbursement on the form prescribed by the DNRC, with all attachments required by such form. The Borrower may obtain disbursements only for costs which have been legally incurred and are due and payable. All Loan disbursements will be made to the Borrower only upon proof that cost was incurred.

(d) The Borrower shall not be entitled to, and the DNRC shall have no obligation to make, any advance of any amounts under the 2026A Loan until such time as the Borrower shall have set aside and funded the Reserve Account in an amount then required to satisfy the Reserve Requirement.

(e) The Borrower shall submit the request for the advance of any amounts under the 2026A Loan in the form required by the DNRC so that it is received in sufficient time for the DNRC to process the information by the date desired by the Borrower for the making of the advance.

(f) If all or a portion of the 2026A Loan is made to reimburse a Borrower for Project costs paid by it prior to Closing, the Borrower shall present at Closing the items required by Section 4.1(c) of this Supplemental Resolution relating to such costs. The Trustee shall disburse such amounts to the Borrower pursuant to a disbursement schedule complying with the requirements of the Clean Water Act established by the DNRC and the Borrower at the Closing.

(g) Notwithstanding anything herein to the contrary, the Trustee shall not be obligated to disburse the 2026A Loan any faster or to any greater extent than it has available EPA Capitalization Grants, Bond proceeds and other amounts available therefor in the Revolving Fund. The DNRC shall not be required to do "overmatching" pursuant to Section 5.04(b) of the Indenture, but may do so in its discretion. The Borrower acknowledges that if Project costs are incurred faster than the Borrower projected at Closing, there may be delays in making 2026A Loan

disbursements for such costs because of the schedule under which EPA makes EPA Capitalization Grant money available to the DNRC. The DNRC will use its reasonable best efforts to obtain an acceleration of such schedule if necessary.

(h) Upon making each 2026A Loan Disbursement, the Trustee shall note such disbursement on Schedule A to the Series 2026A Bond.

(i) Compliance by the Borrower with its representations, covenants and agreements contained in the Original Resolution, as amended and supplemented prior to the date hereof, this Supplemental Resolution and the Collateral Documents shall be a further condition precedent to the disbursement of the 2026A Loan in whole or in part. The DNRC and the Trustee, in their sole and absolute discretion, may make one or more disbursements, in whole or in part, notwithstanding such noncompliance, and without liability to make any subsequent disbursement of the 2026A Loan.

Section 4.2 Commencement of Loan Term. The Borrower's obligations under this Supplemental Resolution and the Collateral Documents shall commence on the date hereof unless otherwise provided in this Supplemental Resolution.

Section 4.3 Termination of Loan Term. The Borrower's obligations under this Supplemental Resolution and the Collateral Documents in respect of the Series 2026A Bond shall terminate upon forgiveness of or payment in full of all amounts due under the Series 2026A Bond and this Supplemental Resolution; provided, however, that the covenants and obligations provided in Article VI of this Supplemental Resolution shall survive the termination of this Supplemental Resolution.

Section 4.4 Loan Closing Submissions. On or prior to the Closing, the Borrower will have delivered to the DNRC and the Trustee the closing submissions required by Section 7.05 of the Indenture.

ARTICLE V
REPAYMENT OF 2026A LOAN

Section 5.1 Repayment of 2026A Loan. The Borrower shall repay the amounts lent to it pursuant to Section 4.1 hereof in accordance with this Section 5.1.

5.1.1. Interest and Surcharges. Until a Determination Statement is delivered by the DNRC to the Borrower and so long as the Borrower's obligation to repay the principal of the 2026A Loan is forgiven as provided in Section 5.1.2 below, amounts disbursed by the DNRC under Section 4.1 hereof that are evidenced by the Series 2026A Bond bear interest at the rate of zero percent (0.00%) per annum from the date of each advance; provided, however, if the DNRC delivers to the Borrower a Noncompliance Statement, then all principal of the Series 2026A Bond advanced by the DNRC shall be payable and amounts disbursed by the DNRC under Section 4.1 hereof that are evidenced by the Series 2026A Bond shall bear interest at the rate of two percent (2.00%) per annum and in addition the Borrower shall pay the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge each at the rate of twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2026A Loan from the date of each advance under the Series 2026A Bond. The 2026A Loan shall bear interest at the rate of two percent (2.00%) per annum and the Borrower shall pay the Administrative Expense Surcharge and Loan Loss Reserve Surcharge each at the rate of twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amounts of the 2026A Loan from the date of each advance. For purposes of this Supplemental Resolution and the Program, with respect to the 2026A Loan (if a Noncompliance Statement is delivered), the term "interest on the 2026A Loan" when not used in conjunction with a reference to any surcharges, shall include the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge. The Borrower shall pay all Loan Repayments and surcharges in lawful money of the United States of America to the DNRC. Interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge shall be calculated on the basis of a year of 360 days comprising 12 months of 30 days each.

5.1.2. Repayment of 2026A Loan; Principal Forgiveness.

(a) The Borrower is obligated to repay the principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2026A Loan, unless the DNRC

forgives the Borrower's obligation to repay the principal of the 2026A Loan as provided in Section 5.1.2(b). Subject to the provisions of Section 5.1.2(b), the Loan Repayments and the Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2026A Loan shall be due on each Payment Date, as follows:

(1) interest and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the outstanding principal balance of the 2026A Loan shall be payable on each Payment Date, beginning on the first Payment Date following the date of delivery by the DNRC of a Noncompliance Statement and concluding on July 1, 2046; and

(2) the principal of the 2026A Loan shall be payable on each Payment Date, beginning on the Payment Date that is the first to occur following delivery by the DNRC of a Noncompliance Statement, and concluding on July 1, 2046 and the amount of each principal payment shall be calculated on the basis of a substantially level debt service at the rate of 2.50% per annum.

(b) Notwithstanding Section 5.1.2(a), so long as the Borrower is proceeding diligently to completion of the Riverside Sewer Project and the Borrower has executed and delivered the Compliance Certificate and Request to the DNRC in form and substance satisfactory to the DNRC and the DEQ, within thirty (30) days after the date that the Compliance Certificate and Request is provided to the Borrower by the DNRC, the DNRC will, following review and approval of the Compliance Certificate and Request, deliver to the Borrower a Forgiveness Statement and the Borrower will thereafter have no obligation to repay amounts advanced under the Series 2026A Bond or interest or surcharges thereon and the Series 2026A Bond will be marked "CANCELLED" and returned by the DNRC to the Borrower. However, in the event the Borrower fails to deliver timely the Compliance Certificate and Request, or the Borrower cannot submit the Compliance Certificate and Request because it cannot make the certifications required therein, or the Compliance Certificate and Request is delivered in a form that deviates materially from that attached hereto as Appendix D as determined in the sole and complete discretion of the DNRC and the DEQ, or the DNRC or the DEQ determine at any time that the Riverside Sewer Project or any portion thereof or of the work relating thereto fails to comply with Program requirements, then

the DNRC will deliver to the Borrower a Noncompliance Statement. Upon delivery of a Noncompliance Statement by the DNRC to the Borrower, all principal advanced or to be advanced under the Series 2026A Bond, together with interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge thereon from the date of each advance, shall be payable as provided in Section 5.1.2 (a).

(c) In addition, in the event the DNRC delivers a Noncompliance Statement (i) the Series 2026A Bond will continue in effect as a Subordinate Obligation, and (ii) the Borrower will forthwith comply with the rate covenant set forth in Section 6.7 of the Original Resolution, as amended, and, if necessary, increase the rates and charges of the System to satisfy such rate covenant as soon as practicable and in any event no later than three (3) months after the date of delivery to the Borrower by the DNRC of a Noncompliance Statement.

5.1.4. Details Regarding 2026A Loan Repayments. If applicable, the payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2026A Loan shall be due as described above and on the dates and in the amounts as set forth in Schedule B to the Series 2026A Bond, as such Schedule B shall be modified from time to time as provided in this Section 5.1. The portion of each Loan Repayment consisting of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be set forth in Schedule B to the Series 2026A Bond. Upon each disbursement of 2026B Loan amounts to the Borrower pursuant to Section 4.1 hereof, the Trustee shall enter or cause to be entered the amount advanced on Schedule A to the Series 2026A Bond, under "Advances" and the total amount advanced under Section 4.1, including such disbursement, under "Total Amount Advanced."

Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on such advance shall accrue from the date the advance is made and shall be due and payable on each Payment Date thereafter on the dates and in the amounts shown in Schedule B to the Series 2026A Bond, as such Schedule B shall be modified from time to time as provided herein.

If the DNRC shall have delivered a Noncompliance Statement, then Schedule B to the Series 2026A Bond shall continue to reflect interest and surcharges on amounts advanced under the Series 2026A Bond at the rate of 2.50% per annum, as may be revised to reflect the full principal amount advanced under the Series 2026A Bond, the initial Payment Date, and the

periodic total loan payment, and the Trustee shall send a copy of such schedules to the Borrower within one month after delivery by the DNRC of the Noncompliance Statement. If the DNRC delivers a Forgiveness Statement, Schedule B to the Series 2026A Bond will be disregarded and of no effect.

Past-due Loan Repayments, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid.

If applicable, any payment of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge as to the Series 2026A Bond under this Section 5.1 shall be credited against the same payment obligation under the Series 2026A Bond.

Section 5.2 Additional Payments. The Borrower shall also pay, within 30 days after receipt of a bill therefor, from any legally available funds therefor, including proceeds of the 2026A Loan, all reasonable expenses of the DNRC and the Trustee in connection with the 2026A Loan, the Collateral Documents and the Series 2026A Bond, including, but not limited to:

(a) the cost of reproducing this Supplemental Resolution, the Collateral Documents and the Series 2026A Bond;

(b) the fees and disbursements of Bond Counsel and any counsel utilized by the DNRC and the Trustee in connection with the 2026A Loan, this Supplemental Resolution, the Collateral Documents and the Series 2026A Bond and the enforcement thereof; and

(c) all taxes and other governmental charges in connection with the execution and delivery of the Collateral Documents or the Series 2026A Bond, whether or not the Series 2026A Bond is then outstanding, including all recording and filing fees relating to the Collateral Documents and the pledge of the State's right, title and interest in and to the Series 2026A Bond, the Collateral Documents and this Supplemental Resolution and all expenses, including attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof or thereof.

Section 5.3 Prepayments. The Borrower may not prepay all or any part of the outstanding principal amount of the Series 2026A Bond, unless (i) a Determination Statement has

been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and, if applicable, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2026A Bond is prepaid in part pursuant to this Section 5.3, such prepayments shall be applied to principal payments in inverse order of maturity or, if the DNRC determines in its discretion, the remaining principal amount following such prepayment will be reamortized over the remaining term of the Series 2026A Bond.

Section 5.4 Obligations of Borrower Unconditional. The obligations of the Borrower to make the payments required by this Supplemental Resolution and the Series 2026A Bond and to perform its other agreements contained in this Supplemental Resolution, the Series 2026A Bond and Collateral Documents shall be absolute and unconditional, except as otherwise provided herein or in such documents. The Borrower (a) shall not suspend or discontinue any payments provided for in this Supplemental Resolution and the Series 2026A Bond, (b) shall perform all its other agreements in this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents and (c) shall not terminate this Supplemental Resolution, the Series 2026A Bond or the Collateral Documents for any cause, including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Riverside Sewer Project or the System, commercial frustration of purpose, any dispute with the DNRC or the EPA, any change in the laws of the United States or of the State or any political subdivision of either or any failure of the DNRC to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Supplemental Resolution. However, if the 2026A Loan is not made and no funds are disbursed to the Borrower, the Borrower may terminate this Supplemental Resolution, subject to Section 4.3 hereof.

Section 5.5 Limited Liability. All payments of principal of and interest on the 2026A Loan and other payment obligations of the Borrower hereunder and under the Series 2026A Bond shall be special, limited obligations of the Borrower payable solely out of the Net Revenues or, with respect to the Series 2026A Bond, solely out of Surplus Net Revenues, and shall not, except at the option of the Borrower and as permitted by law, be payable out of any other revenues of the

Borrower. The obligations of the Borrower under this Supplemental Resolution and the Series 2026A Bond shall never constitute an indebtedness of the Borrower within the meaning of any State constitutional provision or statutory or charter limitation and shall never constitute or give rise to a pecuniary liability of the Borrower or a charge against its general credit or taxing power. The taxing powers of the Borrower are not pledged to pay principal of or interest on the Series 2026A Bond, and no funds or property of the Borrower other than the Net Revenues or, as appropriate, Surplus Net Revenues may be required to be used to pay principal of or interest on the Series 2026A Bond.

ARTICLE VI
INDEMNIFICATION OF DNRC AND DEQ

The Borrower shall, to the extent permitted by law, indemnify and save harmless the DNRC and the DEQ and their officers, employees and agents (each an "Indemnified Party" or, collectively, the "Indemnified Parties") against and from any and all claims, damages, demands, expenses, liabilities and losses of every kind asserted by or on behalf of any Person arising out of the acts or omissions of the Borrower or its employees, officers, agents, contractors, subcontractors, or consultants in connection with or with regard or in any way relating to the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation or financing of the Riverside Sewer Project. The Borrower shall also, to the extent permitted by law, indemnify and save harmless the Indemnified Parties against and from all costs, reasonable attorneys' fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. If any proceeding is brought against an Indemnified Party by reason of such claim or demand, the Borrower shall, upon notice from an Indemnified Party, defend such proceeding on behalf of the Indemnified Party.

ARTICLE VII
ASSIGNMENT

Section 7.1 Assignment by Borrower. The Borrower may not assign its rights and obligations under this Supplemental Resolution or the Series 2026A Bond.

Section 7.2 Assignment by DNRC. The DNRC will pledge its rights under and interest in this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents (except to the extent otherwise provided in the Indenture) as security for the payment of the State Bonds and may further assign such interests to the extent permitted by the Indenture, without the consent of the Borrower.

Section 7.3 State Refunding Bonds. In the event the State Bonds are refunded by bonds which are not State Bonds, all references in the Resolution to State Bonds shall be deemed to refer to the refunding bonds and any bonds of the State on a parity with such refunding bonds (together, the "Refunding Bonds") or, in the case of a crossover refunding, to the State Bonds and the Refunding Bonds.

ARTICLE VIII
THE SERIES 2026A BOND

Section 8.1 Net Revenues Available. The Borrower is authorized to charge just and equitable rates, charges and rentals for all services directly or indirectly furnished by the System, and to pledge and appropriate to its Bonds, the Net Revenues (and in respect of the Series 2026A Bond, if necessary, the Surplus Net Revenues) to be derived from the operation of the System, including improvements, betterments or extensions thereof hereafter constructed or acquired. The Borrower acknowledges and agrees that if the DNRC delivers a Noncompliance Statement to the Borrower as provided in Section 5.1.2 as determined in the sole and complete discretion of the DNRC and DEQ, then principal and interest and surcharges will become due and owing on the 2026A Loan evidenced by the Series 2026A Bond as provided in Section 5.1 and the Borrower shall thereupon, and no later than three months after delivery of such a statement, to the extent required by Section 6.7 of the Original Resolution, as amended, adjust its schedule of fees, rates, and charges applicable to the System to cause Net Revenues and Surplus Net Revenues to be produced in an amount at least equal to that required by the Resolution.

Section 8.2 Issuance and Sale of the Series 2026A Bond. The Commission has investigated the facts necessary and hereby finds, determines and declares it to be necessary and desirable for the Borrower to issue the Series 2026A Bond to evidence the 2026A Loan. The

Series 2026A Bond is issued to the DNRC without public sale pursuant to Montana Code Annotated, Section 7-7-4433.

Section 8.3 Terms. The Series 2026A Bond shall be issued in the maximum principal amount equal to the original Committed Amount, shall be issued as a single, fully registered bond numbered R-1, shall be dated as of the date of delivery to the DNRC, and shall bear interest at the rate charged by the DNRC on the 2026A Loan. The principal of and interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the Series 2026A Bond shall be payable on the same dates and in the same amounts as principal and interest of the Loan Repayments are payable. Advances of principal of the Series 2026A Bond shall be deemed made when advances of the 2026A Loan are made under Section 4.1, and such advances shall be payable, if applicable, in accordance with Schedule B to the Series 2026A Bond, as may be revised by the DNRC from time to time in accordance with Section 5.1. The Borrower may prepay the Series 2026A Bond, in whole or in part, only upon the terms and conditions under which it can prepay the 2026A Loan under Section 5.3. The Series 2026A Bond is a Subordinate Obligation payable only from the Surplus Net Revenues available in the Sewer System Fund.

Section 8.4 Negotiability, Transfer and Registration. The Series 2026A Bond shall be fully registered as to both principal and interest, and shall be initially registered in the name of and payable to the DNRC, and shall be dated the date of delivery. While so registered, principal of and interest on the Series 2026A Bond shall be payable to the DNRC at the Office of the Department of Natural Resources and Conservation, 1539 Eleventh Avenue, Helena, Montana 59620 or such other place as may be designated by the DNRC in writing and delivered to the Borrower. The Series 2026A Bond shall be negotiable, subject to the provisions for registration and transfer contained in this Section 8.4. No transfer of the Series 2026A Bond shall be valid unless and until (1) the holder, or its duly authorized attorney or legal representative, has executed the form of assignment appearing on the Series 2026A Bond, and (2) the City Finance Director of the Borrower or successors, as Registrar, has duly noted the transfer on the Series 2026A Bond and recorded the transfer on the registration books of the Registrar. The Registrar may, prior to noting and recording the transfer, require appropriate proof of the transferor's authority and the genuineness of the transferor's signature. The Borrower shall be entitled to deem and treat the Person in whose name the Series 2026A Bond is registered as the absolute owner of the Series

2026A Bond for all purposes, notwithstanding any notice to the contrary, and all payments to the registered holder shall be valid and effectual to satisfy and discharge the Borrower's liability upon such Series 2026A Bond to the extent of the sum or sums so paid.

Section 8.5 Execution and Delivery. The Series 2026A Bond shall be executed on behalf of the Borrower by the manual signatures of the Mayor, the City Manager, and the City Clerk. Any or all of such signatures may be affixed at or prior to the date of delivery of the Series 2026A Bond. In the event that any of the officers who shall have signed the Series 2026A Bond shall cease to be officers of the Borrower before the Series 2026A Bond is issued or delivered, their signatures shall remain binding upon the Borrower. Conversely, the Series 2026A Bond may be signed by an authorized official who did not hold such office on the date of adoption of this Supplemental Resolution. The Series 2026A Bond shall be delivered to the DNRC, or its attorney or legal representative.

Section 8.6 Form. The Series 2026A Bond shall be prepared in substantially the form attached as Appendix B.

ARTICLE IX
SECURITY FOR THE SERIES 2026A BOND

The Series 2026A Bond is a Subordinate Obligation issued under Section 10.4 of the Original Resolution and is payable, if at all, only from the Surplus Net Revenues. No payment of principal or interest shall be made on any Subordinate Obligation, including the Series 2026A Bond, if the Borrower is then in default in the payment of principal of or interest on any Bond or if there is a deficiency in the Operating Account or the Revenue Bond Account or the balance in the Reserve Account is less than the Reserve Requirement. In the event the principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge become payable under the Series 2026A Bond, the Borrower shall cause rates and charges to be increased to produce Net Revenues and Surplus Net Revenues at least equal to the amount required under Section 6.7 of the Original Resolution, as amended, within three (3) months following delivery of a Noncompliance Statement. The Borrower shall keep, perform and observe each and every one of its covenants and undertakings set forth in the Resolution for the benefit of the registered holders from time to time of the Series 2026A Bond.

ARTICLE X
TAX MATTERS

If the DNRC issues a Noncompliance Statement providing that the Borrower's obligation to repay the principal of the Series 2026A Bond is not forgiven, interest on the Series 2026A Bond is included in gross income for federal income tax purposes.

ARTICLE XI
CONTINUING DISCLOSURE

The Borrower understands and acknowledges that the DNRC is acquiring the Series 2026A Bond under the Program pursuant to which the State issues from time to time State Bonds to provide funds therefor. The Borrower covenants and agrees that, upon written request of the DNRC from time to time, the Borrower will promptly provide to the DNRC all information that the DNRC reasonably determines to be necessary or appropriate to offer and sell State Bonds or to provide continuing disclosure in respect of State Bonds, whether under Rule 15c2-12 (17 C.F.R. § 240.15c2-12) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or otherwise. Such information shall include, among other things and if so requested, financial statements of the Borrower prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time (such financial statements to relate to a fiscal year or any period therein for which they are customarily prepared by the Borrower, and, if for a fiscal year and so requested by the DNRC, subject to an audit report and opinion of an accountant or government auditor, as permitted or required by the laws of the State). The Borrower will also provide, with any information so furnished to the DNRC, a certificate of the City Manager and the City Finance Director to the effect that, to the best of their knowledge, such information does not include any untrue statement of a material fact or omit to state any material fact required to be stated therein to make the statements made, in light of the circumstances under which they are made, not misleading.

ARTICLE XII
MISCELLANEOUS

Section 12.1 Notices. All notices or other communications hereunder shall be sufficiently sent or given and shall be deemed sent or given when delivered or mailed by certified mail, postage prepaid, to the parties at the following addresses:

DNRC: Department of Natural Resources and Conservation
1539 Eleventh Avenue
P. O. Box 201601
Helena, Montana 59620
Attn: Conservation and Resource Development Division

Trustee: U.S. Bank Trust Company, National Association
Attn: Global Corporate Trust, PD-OR-C1LV
Columbia Center
17650 NE Sandy Blvd
Portland, Oregon 97230-5000

Borrower: City of Bozeman
P.O. Box 1230
Bozeman, Montana 59771-1230
Attn: Finance Director

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices or other communications shall be sent.

Section 12.2 Binding Effect. This Supplemental Resolution shall inure to the benefit of and shall be binding upon the DNRC, the Borrower and their respective successors and assigns.

Section 12.3 Severability. If any provision of this Supplemental Resolution shall be determined to be unenforceable at any time, it shall not affect any other provision of the Resolution or the enforceability of that provision at any other time.

Section 12.4 Amendments. So long as the Series 2026A Bond is Outstanding and held by the DNRC, this Supplemental Resolution may not be effectively amended without the written consent of the DNRC.

Section 12.5 Applicable Law. This Supplemental Resolution shall be governed by and construed in accordance with the laws of the State.

Section 12.6 Captions; References to Sections. The captions in this Supplemental Resolution are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Supplemental Resolution. References to Articles and Sections are to Articles and Sections of this Supplemental Resolution, unless the context otherwise requires.

Section 12.7 No Liability of Individual Officers, Directors, Trustees, or Commission Members. No recourse under or upon any obligation, covenant or agreement contained in this Supplemental Resolution shall be had against any director, officer or employee, as such, past, present or future, of the DNRC, the DEQ or the Trustee, either directly or through the DNRC, the DEQ or the Trustee, or against any officer, or member of the governing body or employee of the Borrower, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer or member of the governing body or employee of the DNRC, the Trustee or the Borrower is hereby expressly waived and released by the Borrower and by the DNRC as a condition of and in consideration for the adoption of this Supplemental Resolution and the making of the 2026A Loan.

Section 12.8 Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Supplemental Resolution or the Series 2026A Bond, shall not be a Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Supplemental Resolution or the Series 2026A Bond.

Section 12.9 Right of Others to Perform Borrower's Covenants. In the event the Borrower shall fail to make any payment or perform any act required to be performed hereunder, then and in each such case the DNRC or the provider of any Collateral Document may (but shall not be obligated to) remedy such default for the account of the Borrower and make advances for that purpose. No such performance or advance shall operate to release the Borrower from any such default and any sums so advanced by the DNRC or the provider of any Collateral Document

shall be paid immediately to the party making such advance and shall bear interest at the rate of ten percent (10.00%) per annum from the date of the advance until repaid. The DNRC and the provider of any Collateral Document shall have the right to enter the Riverside Sewer Project or the facility or facilities of which the Riverside Sewer Project is a part or any other facility which is a part of the System in order to effectuate the purposes of this Section.

Section 12.10 Authentication of Transcript. The officers of the Borrower are hereby authorized and directed to furnish to the DNRC and to Bond Counsel certified copies of all proceedings relating to the issuance of the Series 2026A Bond and such other certificates and affidavits as may be required to show the right, power and authority of the Borrower to issue the Series 2026A Bond, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the Borrower as to the truth of the statements of fact purported to be shown thereby.

Section 12.11 Repeals and Effective Date.

(a) Repeal. All provisions of other resolutions and other actions and proceedings of the Borrower and this Commission that are in any way inconsistent with the terms and provisions of this Supplemental Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Supplemental Resolution.

(b) Effective Date. This Supplemental Resolution shall take effect immediately.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, on this 2nd day of June, 2026.

_____
JOEY MORRISON
Mayor

ATTEST:

_____
MICHAEL MAAS
City Clerk

APPROVED AS TO FORM:

_____
GREG SULLIVAN
City Attorney

APPENDIX A

DESCRIPTION OF THE RIVERSIDE SEWER PROJECT

The Riverside Sewer Project consists of designing, engineering, and constructing the public wastewater infrastructure that connects the sewer collection system of the City located in Riverside to the City's Water Reclamation Facility and related improvements.

ESTIMATED RIVERSIDE SEWER PROJECT BUDGET

	Series 2026A Bond	**SID No. 789 Bond**	**Total**
Revolving Fund Deposit		$84,600	$84,600
Bond Counsel	$15,000	$50,000	$65,000
Preliminary Engineering		$148,832	$148,832
Prelim & Final Design		$180,229	$180,229
Bidding & Constr. Admin		$100,000	$100,000
Construction Inspection		$100,000	$100,000
Construction	$835,000	$966,617	$1,801,617
Contingency		$40,629	$40,629
Other ***(Utility Extensions)***		$21,093	$21,093
TOTAL PROJECT BUDGET	**$850,000**	**$1,692,000**	**$2,542,000**

APPENDIX B

[Form of the Series 2026A Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
GALLATIN COUNTY

CITY OF BOZEMAN

SUBORDINATE LIEN SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
TAXABLE SERIES 2026A

R-1 $850,000

FOR VALUE RECEIVED, CITY OF BOZEMAN, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account of its Sewer System Fund (the "Sewer System Fund"), the sum of the principal amounts entered on Schedule A attached hereto under "Total Amount Advanced," with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond, each at the rate of twenty-five hundredths of one percent (0.25%) per annum, all subject to the effect of the immediately following paragraph. Principal, interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Payment Date") commencing with the Payment Date that is the first to occur following delivery by the DNRC to the Borrower of a statement that the Borrower's obligation to repay the principal amount of the 2026A Loan is not forgiven and ending on July 1, 2046, all as described in the Resolution (as hereinafter defined). The portion of each such payment consisting of principal, the portion of consisting of interest, the portion of consisting of Administrative Expense Surcharge, and the portion of consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B attached hereto. Upon each disbursement of the 2026A Loan, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under "Advances" and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under "Total Amount Advanced." The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Supplemental Resolution authorizing the Bond. Schedule B shall be calculated and recalculated on a substantially level debt service basis assuming an interest rate of two and one-half percent (2.50%) per annum. Past-due payments of principal and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum,

until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond Register, in lawful money of the United States of America.

NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SERIES 2026A BOND, IN THE EVENT THAT THE BORROWER TIMELY DELIVERS A COMPLIANCE CERTIFICATE AND REQUEST (AS DEFINED IN THE RESOLUTION) IN FORM AND SUBSTANCE SATISFACTORY TO THE DNRC AND THE DNRC IN RESPONSE THERETO SUPPLIES TO THE BORROWER A FORGIVENESS STATEMENT, THEN THEREUPON INTEREST SHALL BE DEEMED TO ACCRUE ON THE PRINCIPAL OF THIS SERIES 2026A BOND FROM THE DATE OF EACH ADVANCE AT THE RATE OF ZERO PERCENT (0.00%) PER ANNUM AND THE BORROWER'S OBLIGATION TO REPAY PRINCIPAL ADVANCED HEREUNDER SHALL BE FORGIVEN, AND THE BORROWER SHALL HAVE NO OBLIGATION TO REPAY THE DNRC OR ITS REGISTERED ASSIGNS ANY AMOUNTS ADVANCED HEREUNDER OR INTEREST OR ANY SURCHARGE THEREON. THIS SERIES 2026A BOND SHALL THEREUPON BE MARKED "CANCELLED" AND RETURNED BY THE HOLDER TO THE BORROWER, AND THIS SERIES 2026A BOND SHALL NO LONGER CONSTITUTE AN OBLIGATION OF THE BORROWER OR OF THE SYSTEM (AS HEREINAFTER DEFINED). IN ADDITION, UNTIL THE DELIVERY OF A DETERMINATION STATEMENT BY THE DNRC TO THE BORROWER, THE OBLIGATION OF THE BORROWER TO REPAY THE OUTSTANDING PRINCIPAL AMOUNT HEREOF SHALL BE DEFERRED UNTIL THE PAYMENT DATE FIRST OCCURRING AFTER DELIVERY OF A NONCOMPLIANCE STATEMENT AND INTEREST SHALL BE DEEMED TO ACCRUE ON THE PRINCIPAL OF THIS SERIES 2026A BOND FROM THE DATE OF EACH ADVANCE UNTIL DELIVERY OF SUCH A NONCOMPLIANCE STATEMENT AT THE RATE OF ZERO PERCENT (0.00%) PER ANNUM.

This Series 2026A Bond constitutes a series of Subordinate Liean Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Fund Program), Taxable Series 2026A, issued in the maximum authorized principal amount of $850,000 (the "Series 2026A Bond"). The Series 2026A Bond is issued to finance a portion of the costs of the construction of certain improvements to the sewer system of the Borrower (the "System") and to pay costs of issuance of the Series 2026A Bond. The Series 2026A Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended (the "Act"), and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 4220 adopted by the City Commission of the Borrower on November 16, 2009 (the "Original Resolution"), as amended and supplemented by Resolution Nos. 4234, 4245, 4254, 4299, 4462, 5183, 5184, and _____, by the City Commission on January 19, 2010, February 16, 2010, May 3, 2010, November 1, 2010, August 5, 2013, June 15, 2020, and June 2, 2026, respectively (the Original Resolution, as so amended and supplemented, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The Series 2026A Bond is issuable only as a single, fully registered bond. The Series 2026A Bond is issued as a Subordinate Obligation and subordinate to the Borrower's Sewer System Revenue Bond

(DNRC Water Pollution Control State Revolving Loan Program), Series 2010B, its First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C, its First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010D, its First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010F, its First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010G, its First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010H, its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2020B, its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2020D, and its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2021 (collectively, the "Outstanding Bonds"). The Series 2026A Bond is issued as a Subordinate Obligation payable out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account in the Sewer System Fund of the Borrower.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2026A Bond has been issued, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2026A Bond.

The Borrower may prepay the principal of the Series 2026A Bond only if (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2026A Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity, or, if the DNRC determines in its discretion, the remaining principal amount following such prepayment will be reamortized over the remaining term of this Series 2026A Bond.

The Series 2026A Bond, including interest and any premium for the redemption hereof, are payable solely from the Surplus Net Revenues available for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2026A Bond is registered as the absolute owner hereof, whether this Series 2026A Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2026A Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will forthwith construct and complete the improvements to the System hereinabove described; that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the gross revenues

of the System will be paid, and a separate and special Replacement and Depreciation Account and Surplus Account in that Sewer System Fund, into which will be paid Surplus Net Revenues, subject to the prior lien thereon of the Operating Account, the Revenue Bond Account and the Reserve Account; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross revenues adequate to pay promptly the reasonable and current Operating Expenses, to produce during each fiscal year Net Revenues not less than 110% of the maximum annual principal and interest payable on all Outstanding Bonds in any future fiscal year, to maintain the Reserve Account at the Reserve Requirement, and to produce in each fiscal year adequate Surplus Net Revenues to pay the principal of and interest on the Series 2026A Bond as and when due; that additional Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Outstanding Bonds and any additional Bonds on such Net Revenues (such as is the case with this Series 2026A Bond); that all provisions for the security of the holder of this Series 2026A Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2026A Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this Series 2026A Bond and the interest hereon are payable solely out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account of the Sewer System Fund and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2026A Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Bozeman, Montana, by its governing body, has caused this Series 2026A Bond to be executed by the signatures of the Mayor, the City Manager, and the City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Series 2026A Bond to be dated as of the _____ day of _____, 2026.

CITY OF BOZEMAN, MONTANA

_____
Mayor

(SEAL)

_____
City Manager

_____
City Clerk

REGISTRATION AND TRANSFER

This Series 2026A Bond shall be fully registered as to both principal and interest. No transfer of this Series 2026A Bond shall be valid unless and until (1) the registered holder of the Series 2026A Bond, or its duly authorized attorney or legal representative, executes the form of assignment appearing on this Series 2026A Bond, and (2) the City Finance Director as bond registrar (the "Registrar"), has duly noted the transfer on the Series 2026A Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Series 2026A Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Series 2026A Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Series 2026A Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid principal balance of this Series 2026A Bond and the interest accruing thereon is registered on the books of the City of Bozeman, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

Date of Registration	Name and Address of Registered Holder	Signature of City Finance Director
[_____], 2026	Department of Natural Resources and Conservation 1539 Eleventh Avenue Helena, MT 59620	_____

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Finance Director, acting as Registrar, has transferred, on the books of the City, on the date last noted below, ownership of the principal amount of and the accrued interest on this Series 2026A Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

Date of Transfer	Name of New Registered Holder	Signature of Registrar

FORM OF ASSIGNMENT

For value received, the Bond is hereby transferred and assigned by the undersigned holder, without recourse,
to _____ on this _____ day
of _____, _____.

By:_____
(Authorized Signature)

For:_____
(Holder)

SCHEDULE A

SCHEDULE OF AMOUNTS ADVANCED

Date	Advances	Total Amount Advanced	Notation Made By

SCHEDULE B

Date	Principal	Interest	Administrative Expense Surcharge	Loan Loss Reserve Surcharge	Total Loan Payment

APPENDIX C

ADDITIONAL AGREEMENTS, REPRESENTATIONS AND COVENANTS

NONE

APPENDIX D

$850,000
Subordinate Lien Sewer System Revenue Bond
(DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2026A
City of Bozeman, Montana

COMPLIANCE CERTIFICATE AND REQUEST

We, _____ and _____, hereby certify that we are on the date hereof the duly qualified and acting City Manager and the City Finance Director, respectively, of the City of Bozeman, Montana (the "Borrower"), and that:

1. Pursuant to Resolution No. 4220, adopted by the City Commission on November 16, 2009 (the "Original Resolution"), as amended and supplemented by Resolution Nos. 4234, 4245, 4254, 4299, 4462, 5183, and 5184, adopted by the City Commission on January 19, 2010, February 16, 2010, May 3, 2010, November 1, 2010, August 5, 2013, and June 15, 2020, respectively, and as further amended and supplemented by Resolution No. _____, adopted on June 2, 2026, entitled "Resolution Relating to $850,000 Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2026A; Authorizing the Issuance and Prescribing the Form and Terms Thereof and the Security Therefor" (the "Supplemental Resolution"), the Borrower issued its Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2026A, dated, as originally issued, as of _____, 2026, in the maximum aggregate principal amount of $850,000 (the "Series 2026A Bond"). The Borrower has reviewed the Supplemental Resolution, including, without limitation, Articles II and III thereof, and the definitions relating thereto. The Borrower acknowledges and agrees that the Series 2026A Bond evidences a loan made to the Borrower from the DNRC from funds made available to the DNRC from an EPA Capitalization Grant, and that this Certificate is being relied upon by the DNRC for ensuring compliance with requirements applicable to the Borrower, the DNRC, and the Riverside Sewer Project (as hereinafter defined). Capitalized terms used herein without definition shall have the meanings given them in the Resolution.

2. The Series 2026A Bond is issued to finance a portion of the costs of construction and installation of various improvements to the System, generally described as the Riverside Sewer Project (the "Riverside Sewer Project") in the Resolution. Construction of the Riverside Sewer Project has complied with all federal and state standards, including, without limitation, EPA regulations and standards. The Riverside Sewer Project is expected to be completed and placed in service on or about _____, 20__.

3. Costs of the Riverside Sewer Project in the amount of $_____ have been paid as of the date of delivery of this Certificate. The Borrower hereby waives its right to any remaining 2026A Committed Amount not advanced or to be advanced upon delivery hereof.

4. As of the date hereof, the Borrower has spent the following amounts in connection with the Riverside Sewer Project and costs related thereto:

Loan Reserve	
Bond Counsel	
Preliminary Engineering	
Prelim & Final Design	
Bidding & Constr. Admin	
Construction Inspection	
Construction	
Contingency	
Other ***(Utility Extensions)***	
TOTAL PROJECT BUDGET	

Of such amounts, $_____ were paid from advances of proceeds of the Series 2026A Bond.

5. The Trustee has delivered to the Borrower a copy of Schedule B to be attached to the Series 2026A Bond, which reflects the amortization of all advances made or to be made on the date hereof of proceeds of the Series 2026A Bond (i.e., $_____). The Borrower hereby acknowledges and agrees that Schedule B has been calculated in accordance with the provisions of the Resolution and the Indenture, and that the Series 2026A Bond, with said Schedule B attached thereto, has been duly issued pursuant to the Resolution and is a valid and binding obligation of the Borrower in accordance with its terms and the terms of the Resolution; provided, however, if the DNRC delivers a Forgiveness Statement, the Borrower's obligation to repay the principal of the Series 2026A Bond and interest and surcharges thereon is thereupon forgiven, and if the DNRC delivers a Noncompliance Certificate, amounts advanced under the 2026A Loan evidenced by the Series 2026A Bond shall bear interest from and after the first advance of principal of the Series 2026A Bond at the rate of two percent (2.00%) per annum and the Borrower shall pay currently with interest the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge, all as described in Section 5.1.2 of the Supplemental Resolution authorizing the Series 2026A Bond.

6. The representations of the Borrower contained in Articles II and III of the Supplemental Resolution are true and complete as of the date hereof as if made on this date, except to the extent that the Borrower has specifically advised the DEQ and the DNRC otherwise in writing.

7. No default in any covenant or agreement on the part of the Borrower contained in the Resolution has occurred and is continuing.

8. The Borrower is delivering this Certificate to the DNRC, in part, to ensure compliance with EPA regulations and standards. The Borrower certifies that all laborers and mechanics employed by contractors and subcontractors on the Riverside Sewer Project have been

and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code, and that the Borrower has complied with, as applicable, all "American Iron and Steel" or all "Build America Buy America" requirements applicable to the Riverside Sewer Project under federal law.

9. The Borrower acknowledges and agrees that this Certificate completed by the Borrower in form satisfactory to the DNRC must be executed and delivered to the DNRC by the date that is 30 days after receipt of the form of this Certificate from the DNRC. By submitting this Certificate, the Borrower requests that the DNRC forgive the obligation of the Borrower to repay the principal of the Series 2026A Bond, together with interest and surcharges thereon. The Borrower acknowledges and agrees that (i) the forgiveness of principal of and interest and surcharges on the Series 2026A Bond by the DNRC is contingent on the timely delivery of this Certificate by the Borrower in satisfactory form as determined in the DNRC's sole and complete discretion, (ii) the DNRC has no obligation to grant such forgiveness, and (iii) if the DNRC delivers to the Borrower a Noncompliance Certificate, (a) the obligation of the Borrower to repay the principal of the Series 2026A Bond plus interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge thereon shall continue in full force and effect until the principal of the Series 2026A Bond advanced and interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge thereon are paid in full, as set forth in Schedule B delivered pursuant to paragraph 5 above, and as provided in the Series 2026A Bond and the Resolution, and (b) the Borrower shall, as necessary, within the 3-month period specified in the Supplemental Resolution, adjust its rates and charges to produce Net Revenues and Surplus Net Revenues required by the rate covenant in the Resolution.

WITNESS our hands on behalf of the Borrower as of this _____ day of _____, 20__.

CITY OF BOZEMAN, MONTANA

By _____
City Manager

And _____
City Finance Director

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. _____, entitled: "**RESOLUTION RELATING TO $850,000 SUBORDINATE LIEN SEWER SYSTEM REVENUE BOND (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), TAXABLE SERIES 2026A; AUTHORIZING THE ISSUANCE AND PRESCRIBING THE FORM AND TERMS THEREOF AND THE SECURITY THEREFOR**" (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 at its meeting on June 2, 2026, 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 Commission Members voted in favor thereof: _____ _____; voted against the same: _____ _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this 2nd day of June, 2026.

_____
MICHAEL MAAS
City Clerk

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Collin Mieras, Associate Planner
Chris Saunders, Community Development Manager
Erin George, Community Development Director

SUBJECT: Ordinance for the Provisional Adoption of a Zoning Designation of R-B, Residential Mixed-Use Low-Medium District, in Association with the Annexation of 9.979 Acres, the Hanson Lane Annexation, Application 25775

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Ordinance

RECOMMENDATION: Provisionally adopt Ordinance.

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 unanimously (4:0) approved Application 25775 on May 5, 2026, to annex 9.979 acres, subject to terms of annexation, and voted (3:1) to establish an initial zoning designation of R-B (Residential Mixed Use Low-Medium District). The landowner has agreed to the terms of the annexation agreement as identified in the staff report from the May 5, 2026 City Commission meeting. A signed annexation agreement was received on May 26, 2026.

The Hanson Lane property is undeveloped, consists of 9.979 acres and is generally located north of Durston Road, east of Hanson Street, and west of New Holland Drive. The property is part of a larger inholding of unincorporated land, with city limits immediately adjacent to the property on three sides: the south, east, and northwest. The property is currently zoned SRR, Semi-Rural Residential, within Gallatin County.

The Future Land Use Map in the Bozeman Community Plan (BCP) 2025 designates the property as “Urban Neighborhood” which includes R-B as an implementing zoning district. Adjacent municipal zoning includes R-A to the east and south, and R-A and PLI to the northwest.

This application was deemed complete before the effective date of the update to Chapter 38, Unified Development Code. Therefore, review is being completed under the prior documents and criteria. Any future development

of the property will be completed under the current Unified Development Code at that time.

The property owner does not have any current plans to develop the property after the completion of the annexation, zone map amendment, and subdivision exemption. Any possible future development will need to comply with the permitted uses and standards in the R-B zone district.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As Determined by the Commission.

FISCAL EFFECTS: None at this time.

Attachments:
25775 Hanson Lane Zoning Ordinance 2026-____.pdf
Hanson Lane Annexation Zoning Map.pdf

Report compiled on: May 18, 2026

ORDINANCE

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA AMENDING THE CITY OF BOZEMAN ZONING MAP TO INITIALLY DESIGNATE 9.979 ACRES AS R-B, RESIDENTIAL MIXED USE DISTRICT, KNOWN AS THE HANSON LANE ZONE MAP AMENDMENT, APPLICATION 25775.

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 Resolution 2025-62, BMC as provided for in Section 76-2-307, M.C.A.; and

WHEREAS, the Hanson Lane Zone Map Amendment, Application No. 25775, was deemed adequate before the effective date of Ordinance 2025-12-2151, adopting the new Chapter 38 Unified Development Code, and was therefore reviewed under the procedures and review criteria for zoning map amendments outlined in the previous Chapter 38 Unified Code; 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-B (Residential Mixed Use) for approximately 9.979 acres 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 April 20, 2026, to receive and review all written and oral testimony on the request for a zone map amendment; and

WHEREAS, the Bozeman Zoning Commission recommended to the Bozeman City Commission that Application No. 25775, the Hanson Lane Zone Map Amendment, be approved as requested by the applicant; and

WHEREAS, after proper notice, the City Commission held its public hearing on May 5, 2026, 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 2025, by Resolution 2025-71 to establish policies for development of the community including zoning;
2. The Bozeman Community Plan 2025, Chapter 5, sets forth the policies by which the City reviews and applies the criteria for amendment of zoning established in 76-2-304, 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 2025, 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 Hanson Lane Zone Map Amendment have been satisfied.

Section 2

That the zoning district designation of the following-described property is hereby designated as R-B, Residential Mixed Use District:

An area of land comprised described as follows:

A TRACT OF LAND IN THE E½SE¼ OF SECTION 3, AND THE W½W½SW¼ OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 5 EAST, M.P.M., GALLATIN COUNTY, MONTANA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTION 2, 3, 10, AND 11 THENCE NORTH 01º36'27" EAST ALONG THE EAST LINE OF SECTION 3, A DISTANCE OF 594.83 FEET; THENCE NORTH 89º38'43" WEST, ALONG THE NORTH LINE OF THE PROPERTY DESCRIBED IN 10 FILM 134 OF DEED RECORDS, FILED WITH THE COUNTY CLERK AND RECORDER, GALLATIN COUNTY, MONTANA, A DISTANCE OF 286.86 FEET; THENCE NORTH 01º26'21" WEST, A DISTANCE OF 731.02 FEET; THENCE SOUTH 89º23'54" EAST, A DISTANCE OF 325.72 FEET TO THE SECTION LINE COMMON TO SECTIONS 2 AND 3; THENCE NORTH 89º44'00" EAST A DISTANCE OF 165.00 FEET; THENCE SOUTH 1º36'27" WEST PARALLEL TO THE WEST LINE OF SECTION 2, A DISTANCE OF 1,324.38 FEET TO THE SOUTH LINE OF SAID SECTION 2; THENCE SOUTH 89º46'00" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY RECORDED IN FILM 13, PAGE 166. EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF BOZEMAN BY QUIT CLAIM DEED

RECORDED OCTOBER 25, 2005 AS DOCUMENT NO. 2207022, RECORDS OF GALLATIN COUNTY, MONTANA.

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 _____ day of _____, 2026.

_____

JOEY MORRISON
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 _____, 2026. The effective date of this ordinance is _____, __, 2026.

_____

JOEY MORRISON
Mayor

ATTEST:

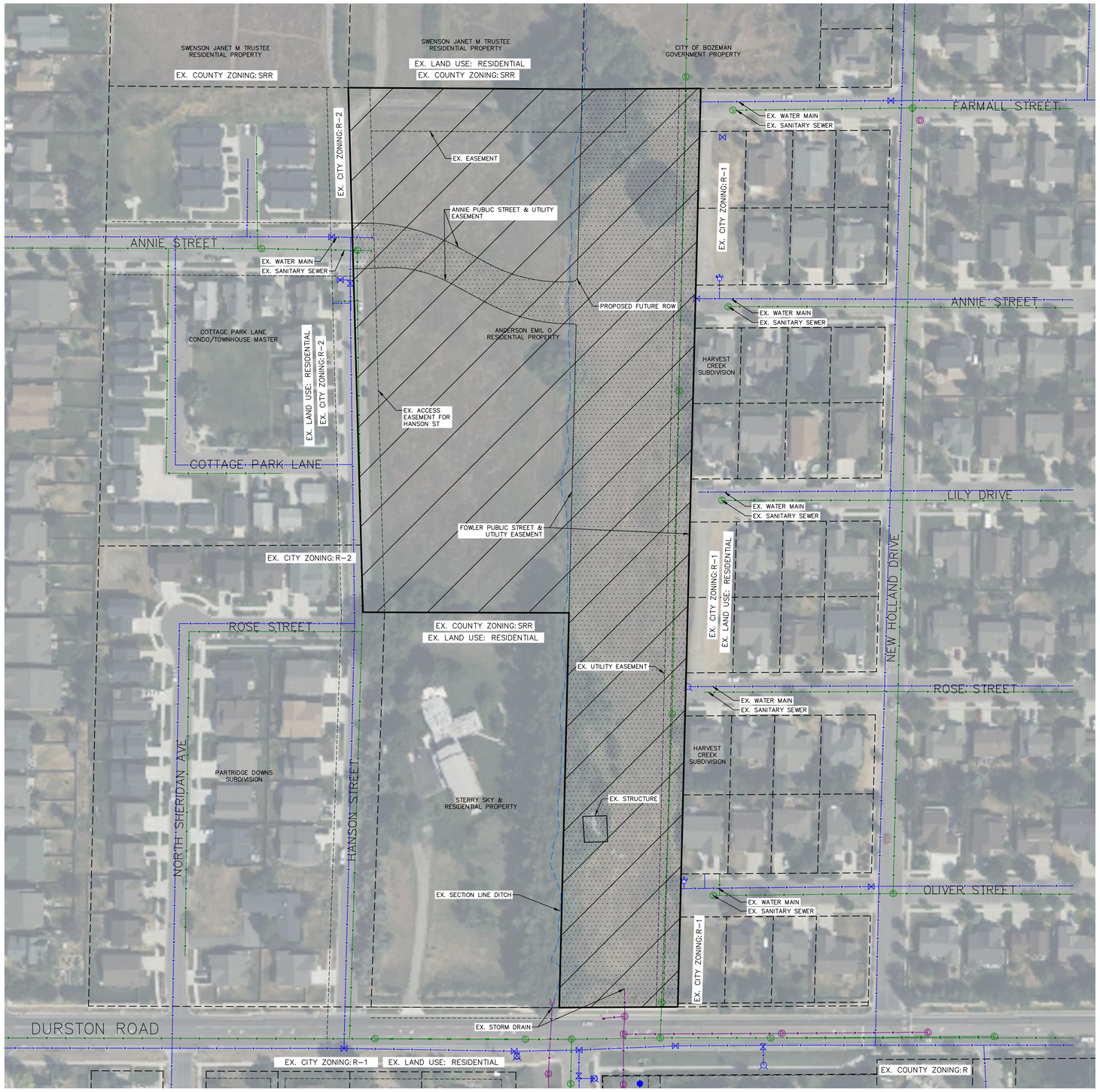
_____

MIKE MAAS
City Clerk

APPROVED AS TO FORM:

_____

GREG SULLIVAN
City Attorney



ZMA MAP

SCALE: 1" = 75'

75 38 0 75 150

HANSON LANE ZMA MAP

LEGEND:

- SUBJECT PROPERTY
- PROPERTY LINE/EASEMENT
- WATERCOURSE / DITCH
- EXISTING WATER MAIN
- EXISTING SANITARY SEWER
- EXISTING STORM DRAIN

ZONE DEFINITIONS:

CITY:
R-1:
RESIDENTIAL LOW DENSITY DISTRICT
R-2:
RESIDENTIAL MODERATE DENSITY DISTRICT
R-3:
RESIDENTIAL MEDIUM DENSITY DISTRICT
PLI:
PUBLIC LANDS AND INSTITUTIONS DISTRICT
COUNTY:
SRR:
SEMI - RURAL RESIDENTIAL ZONE
R:
GENERAL RESIDENTIAL ZONE

PROPERTY SIZE:

434,685 SQUARE FEET
9.979 ACRES

ZONE:

EX. COUNTY ZONING: SRR
PRO. CITY ZONING: R-3

PROPERTY NOTES:

THE EXISTING STRUCTURE LABELED ON THE SITE IS LEGALLY DESCRIBED AS: "AAP1 - POLE FRAME BUILDING, 4 SIDES CLOSED, METAL." BUILT IN 1978. DIMENSIONS ARE 40'X52'.

THE SECTION LINE DITCH IS A SINGULAR DITCH RUNNING SOUTH TO NORTH ALONG AND THROUGH THE SUBJECT PROPERTY. IRREGULAR VEGETATION IS FOUND ALONG THE EDGE. THE DITCH RUNS OUT OF A STORM DRAIN AT THE SOUTH END AND INTO A STORM DRAIN AT THE NORTH END OF THE SUBJECT PROPERTY. THE DITCH ACTS AS AN IRRIGATION FACILITY.

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE E½SE¼ OF SECTION 3, AND THE W½W½SW¼ OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 5
EAST, M.P.M., GALLATIN COUNTY, MONTANA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTION 2, 3, 10, AND 11 THENCE NORTH 01º36'27" EAST ALONG THE EAST LINE OF SECTION 3, A DISTANCE OF 594.83 FEET; THENCE NORTH 89º38'43" WEST, ALONG THE NORTH LINE OF THE PROPERTY DESCRIBED IN 10 FILM 134 OF DEED RECORDS, FILED WITH THE COUNTY CLERK AND RECORDER, GALLATIN COUNTY, MONTANA, A DISTANCE OF 286.86 FEET; THENCE NORTH 01º26'21" WEST, A DISTANCE OF 731.02 FEET; THENCE SOUTH 89º23'54" EAST , A DISTANCE OF 325.72 FEET TO THE SECTION LINE COMMON TO SECTIONS 2 AND 3; THENCE NORTH 89º44'00" EAST A DISTANCE OF 165.00 FEET; THENCE SOUTH 1º36'27" WEST PARALLEL TO THE WEST LINE OF SECTION 2, A DISTANCE OF 1,324.38 FEET TO THE SOUTH LINE OF SAID SECTION 2; THENCE SOUTH 89º46'00" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY RECORDED IN FILM 13, PAGE 166.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF BOZEMAN BY QUIT CLAIM DEED RECORDED
OCTOBER 25, 2005 AS DOCUMENT NO. 2207022, RECORDS OF GALLATIN COUNTY, MONTANA.

PRELIMINARY - FOR REVIEW

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DRAWING HISTORY

DATE	DESCRIPTION
01/01/2026	CITY REVIEW
-	-
-	-
-	-
-	-
-	-
-	-

FILE: 24006.08_HANSON_PLANS.DWG
PROJECT NO: 24006.08
CAD: TH
QUALITY ASSURANCE: CN

HANSON LANE ANNEXATION
ANNEXATION APPLICATION OF HANSON LANE
BOZEMAN, MONTANA
ZMA MAP

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Mayor Joey Morrison

SUBJECT: Proclamation of June as Pride Month in Bozeman

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Administration

RECOMMENDATION: Mayor Morrison will make the proclamation.

STRATEGIC PLAN: 3.3 Friendly Community: Ensure Bozeman continues to welcome diversity through policies and public awareness.

BACKGROUND: The City of Bozeman has resolved to ensure that all residents, visitors, and City of Bozeman employees can thrive regardless of their race, identity, or life circumstance.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As per the Mayor's discretion.

FISCAL EFFECTS: None.

Attachments:
City Proclamation Pride 2026 (1).pdf

Report compiled on: May 26, 2026

Proclamation of June as Pride Month in Bozeman

Whereas, the City of Bozeman works to create a city where all who live, work, and visit can thrive regardless of life circumstance; and,

Whereas, the City of Bozeman is in the State of Montana, which asserts under the State Constitution's Equal Protection Clause: "The dignity of the human being is inviolable. No person shall be denied the equal protection of the laws. Neither the state nor any person, firm, corporation, or institution shall discriminate against any person in the exercise of his civil or political rights on account of race, color, sex, culture, social origin or condition, or political or religious ideas," and

Whereas, the City of Bozeman and the City Commission uphold a commitment to dignity, equal protection, and non-discrimination of all, including the Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual, and others under the LGBTQ+ umbrella, seeking to live full lives in our community; and

Whereas, June is historically Pride Month, a month celebrating and commemorating the Stonewall Uprising, a watershed moment in the history of the United States in the fight for equal rights for LGBTQ+ individuals; and

Whereas, the City of Bozeman recognizes that threats to the lives, well-being, and dignity of LGBTQ+ individuals continue to this day in our state and nation; and

Whereas, celebrating the contributions of the LGBTQ+ community and individuals is part of ongoing work to ensure that all can truly belong in the City of Bozeman;

Therefore, I, Joey Morrison, Mayor of the City of Bozeman, recognize and proclaim June as Pride Month throughout Bozeman, Montana, and further urge our City to join in the celebration of Bozeman Pride 2026, with community-driven events from May 29th through June 14th, centered around June 6, that celebrate community, expression, culture, belonging, and dignity for all people.

Signed and Proclaimed this 2nd day of June, 2026.

_____

Joey Morrison
Mayor
Bozeman, Montana

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Jim Veltkamp, Chief of Police
Anthony Hutchings, Detective Captain
Scott McCormick, School Resource Sergeant

SUBJECT: Multifaceted Relationship with Our Schools

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Plan/Report/Study

RECOMMENDATION: None

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

BACKGROUND: The Bozeman Police Department takes pride in our law enforcement officers assigned to our school communities. Our Bozeman School Resource Officers (SROs) continuously lead by example, cultivate relationships, and promote a positive image of law enforcement to the families and youth in our schools. SROs play three roles: teacher, informal counselor, and law enforcement officer. They teach students about safety, support students through problems, and enforce rules. SROs are very involved in their school communities and attend events like dances and games. Most importantly, our SRO team builds relationships with students and staff. These relationships help create a safe environment for students and staff to teach and learn.
This presentation is intended to highlight the collaborative efforts by these unique law enforcement officers with educators, students, parents, and our community.

UNRESOLVED ISSUES: None

ALTERNATIVES: As recommended by the Commission.

FISCAL EFFECTS: None

Report compiled on: May 20, 2026

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Susan Gregory

SUBJECT: Bozeman Public Library - Summer Learning Program Presentation

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Administration

RECOMMENDATION: Receive special presentation on the Bozeman Public Library summer learning program

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

BACKGROUND: This special presentation will provide the City Commission and the public with an overview of the Bozeman Public Library's Summer Learning Program for youth. This annual program is created by the Library staff in the Youth Services department and is supported by the Library's Friends and Foundation. The program is open to children and youth under the age of 18 and is free of charge.

UNRESOLVED ISSUES: None.

ALTERNATIVES: None.

FISCAL EFFECTS: None.

Report compiled on: May 26, 2026

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Melissa Hodnett, Finance Director
Chuck Winn, City Manager

SUBJECT: Budget Presentation: Enterprise Funds and Special Assessments

MEETING DATE: June 2, 2026

AGENDA ITEM TYPE: Finance

RECOMMENDATION: Hear the presentation and ask questions.

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: We are pleased to present the City Manager's Recommended Budget for the 2027 Biennium. As the City enters its second biennial budget cycle, this budget reflects both the value of longer-term financial planning and the realities of a changing fiscal environment.

This work session will provide an introduction to the 2027 Recommended Biennium Budget with a focus on Enterprise Funds and Special Assessments.

A second work session will be held on June 9, 2027, to present details on the General Fund and Special Revenue Funds.

Final Commission deliberations and adoption is scheduled for June 23rd.

The 2027 Recommended Biennium Budget can be found on the City's Budget and Financial Reports webpage:
https://www.bozeman.net/departments/finance/budget-and-financial-reports

UNRESOLVED ISSUES: None

ALTERNATIVES: Amendments to the Recommended Budget may be discussed during work sessions and may be amended by motion at Budget Deliberation/Adoption on June 23rd.

FISCAL EFFECTS: This presentation has no immediate fiscal impacts, but it is the first presentation as part of the budget adoption process for 2027 Biennium Budget, which begins July 1, 2026 and ends June 20, 2028.

Per MCA 7-6-4020, the June 23rd presentation to the City Commission will also include a preliminary annual operating budget specifically for FY27 running from July 1, 2026 to June 30, 2027, and a public hearing will be noticed.

Report compiled on: May 21, 2026