BOZEMAN MT

THE CITY COMMISSION OF BOZEMAN, MONTANA

REGULAR MEETING AGENDA

Tuesday, June 23, 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 - 5:30 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 City Commission Priorities Work Plan (Winn)

F.3 Authorizing a Letter to the United States Forest Service to Engage on How the City of Bozeman Can Support Trapping Closures on Forest Service Lands Around the City of Bozeman(Commission)

F.4 Formal Cancellation of the July 7, 2026, Regular City Commission Meeting (Maas)

F.5 Authorize the City Manager to Sign a Notice of Award and Final Contract Documents, Once Received, to Williams Civil Construction, Inc for Construction of the MSU Sewer Interceptor Replacement Project, Phase 1(Gamradt)

F.6 Ratify the Assistant City Manager's Approval for the Safe Streets 4 All Demonstration Grant for the Gallatin County Post Accident Care (GPAC) Application.(Grabinski)

F.7 Authorize the City Manager to Sign a Notice of Award and Contract Documents for Weed and Overgrowth Abatement Services with Clean Slate Group, LLC for FY27-FY29(Bailey)

F.8 Authorize the City Manager to Sign a Notice of Award for the Valley Center Lift Station and Force Main project to Sime Construction, Inc., for the Base Bid in the Amount of $1,892,731.72, and Final Contract Documents Once Received(Murray)

F.9 Authorize the City Manager to Sign an Opportunity Zone Proposal to the Montana Department of Commerce(DiTommaso)

F.10 Authorize the City Manager to Sign a Professional Services Agreement with Beartooth Signs & Design, LLC for Wayfinding Fabrication and Installation for the Raptor Route and Cattail Anchor Route(Canter)

F.11 Authorize the City Manager to Sign a Professional Services Agreement with the Downtown Bozeman Partnership for the Administration of the Downtown Business Improvement District for Fiscal Year 2027(Cope)

F.12 Authorize the City Manager to Sign a Professional Services Agreement with the Downtown Bozeman Partnership for the Administration of the Downtown Urban Renewal District for Fiscal Year 2027(Staley)

F.13 Authorize the City Manager to Sign Task Order 3 of the Professional Services Master Task Order Agreement with Tetra Tech, Inc. to Conduct Tasks Related to the Operations, Maintenance, and Monitoring of the Story Mill Landfill in Fiscal Year 2027(Flammond)

F.14 Authorize the City Manager to Sign Task Order 3 of the Professional Services Master Task Order Agreement with Water and Environmental Technologies, LLC to Conduct Characterization and Monitoring at the East Gallatin Landfill in Fiscal Year 2027(Flammond)

F.15 Authorize the City Manager to Sign a First Option Amendment to Standard Form

Commercial Lease with The Ridge Center, LLC for 7 E Beall Street(Oliver)

F.16 Authorize the City Manager to Sign Amendment 11 to the Professional Services Agreement for the Field Survey Term Contract with Sanbell, to Facilitate Design of a Water Main Replacement Project on the Sourdough Transmission Main(Johnson)

F.17 Resolution Establishing Compliance with IRS Reimbursement Bond Regulations (Johnson)

F.18 Resolution Authorizing the City Manager to Sign Change Order One with Williams Civil Construction, Inc. for Bozeman Sports Park Phase 2(Jadin)

G. 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.

H. Mayoral Proclamation

H.1 Mayoral Proclamation of July as Parks and Recreation Month (Morrison)

H.2 Mayoral Proclamation to Commemorate America 250 for July 4th (Morrison)

I. Action Items

Public comment on all action items will be called for prior to the City Commission making a motion or conducting discussion. Oral comments are usually limited to three (3) minutes.

I.1 Resolution Adopting the FY27 Annual Operating Budget and the 2027 Biennium Budget(Hodnett)

I move to adopt Commission Resolution adopting the FY27 Annual Operating Budget and 2027 Biennium Budget.

J. FYI / Discussion

K. 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 23, 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 24, July 1, and July 8, 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: Chuck Winn, City Manager

SUBJECT: City Commission Priorities Work Plan

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Administration

RECOMMENDATION: Approve the 2026-2027 City Commission Priorities and Work Plan

STRATEGIC PLAN: 7.3 Best Practices, Creativity & Foresight: Utilize best practices, innovative approaches, and constantly anticipate new directions and changes relevant to the governance of the City. Be also adaptable and flexible with an outward focus on the customer and an external understanding of the issues as others may see them.

BACKGROUND: On January 12, 2026, the City Commission met with the Bozeman Director Team to discuss Commission priorities for 2026-2027 Commission term. On March 3, 2026, the City Commission formally adopted the attached City Commission Priorities by resolution. The adopted priorities include the following four high-level priorities along with examples of enabling efforts:

- Advance Bozeman as a safe and welcoming place for all.
- Engage meaningfully with the community.
- Bridge the affordability gap.
- Protect Bozeman's heritage, neighborhoods, and natural environment.

Subsequent to the formal adoption of the priorities, the City Manager has worked with staff to identify specific workplan initiatives that support the priorities through the focused work of city staff and relevant partners. On April 28, 2026, the City Commission reviewed the workplan and recommended some edits. Those changes are reflected in the attached Commission Priorities and Workplan.

UNRESOLVED ISSUES: None

ALTERNATIVES: As suggested by the Commission

FISCAL EFFECTS: Fiscal impacts will be determined by the final workplan and City budget as adopted by the Commission.

Attachments:

2026-27 Commission Priorities.docx
FINAL Commission Priorites Work Plan - Edited.docx

Report compiled on: May 21, 2026

2026-2027 Bozeman City Commission Priorities

The City Commission's priorities represent broad, high-level goals that guide the community's long-term vision and policy direction. These priorities set the "what" and "why"—the outcomes we aim to achieve and the values that shape our decisions. Specific actions we take to further the priorities will be included in workplans developed for each initiative.

1. Keep Bozeman a safe and welcoming place for all.
    a. Ensure city policies, practices, and services foster a community where all people feel safe, respected, and able to participate fully in community life – and identify and address service gaps when they arise.
    b. Ensure appropriate funding and staffing for police, fire, and emergency response services, and support coordinated responses to behavioral-health and crisis situations.
    c. Work with the school district and other partners to ensure Bozeman remains a welcoming place.
    d. Advance multimodal transportation improvements from Safe Streets for Everyone (SAFE) and Urban Transportation District (UTD) and explore funding opportunities.

2. Engage meaningfully with the community.
    a. Strengthen city advisory board efficacy to ensure alignment with community goals.
    b. Strengthen the relationship with Montana State University.
    c. Cultivate public/private partnerships and collaboration.
    d. Review the city's strategic plan to ensure it reflects current community goals.
    e. Leverage evidence-based survey methodologies to understand community attitudes.

3. Bridge the affordability gap.
    a. Improve housing access through a variety of programs and strategies.
    b. Review and revise the affordable housing ordinance.
    c. Streamline the development review process to eliminate unnecessary steps that add cost and delay, while maintaining quality and compliance.
    d. Support efforts to improve living wage opportunities in Bozeman.
    e. Support efforts to improve access to childcare.

4. Protect Bozeman's heritage, neighborhoods, and environment.
    a. Complete the city's landmark, historic preservation and Neighborhood Conservation Overlay District (NCOD); Integrated Water Resources Plan (IWRP); Urban Forest Management Plan; and other neighborhood/environmental plans and initiatives.
    b. Make necessary edits/revisions to the Unified Development Code (UDC) and Zone Map for clarity and efficacy.

2026-2027 Bozeman City Commission Priorities with Workplan Initiatives

Advance Bozeman as a safe and welcoming place for all.

a. **Ensure city policies, practices, and services foster a community where all people feel safe, respected, and able to participate fully in community life – and identify and address service gaps when they arise.**

City Shops Complex

Description: City facilities necessary for effective service delivery for Public Works & Parks are deficient. This project will consider necessary expansion to include vehicle/equipment/materials storage and office space for twelve Divisions, including a fire training facility. Multiple existing city-owned properties will be reviewed for development using a satellite approach to maximize efficiencies. Initial phase will focus on a concept design to inform a construction estimate spanning multiple funds for future budget consideration.

Completion Criteria: Results include the design and construction of facilities in the form of heated vehicle/equipment/vehicle storage, office space, and required site improvements.

Timeline: Currently in concept design with a projected timeline for completion in June 2026. If budget is approved, final design will occur between September 2026 and November 2027 (14 months), with construction in March 2028 through June 2029 (16 months), subject to change.

Action Steps (include Commission/Advisory Board Action): The City Commission will have the opportunity to approve the overall project budget before proceeding with final design.

Team: Lead Henderson; Ross, Kohtz, Overton, Waldo, Hodnett

Status: Currently in concept design with Hennebery Eddy Architects.

Enterprise Data for Government Efficiency (EDGE) Project

Description: This project involves the replacement of the City's Enterprise and Resource Planning (ERP) software system and changes to relevant processes and workflows. This is required as the current system is outdated and integration with different city functions is difficult. EDGE will allow the city to modernize systems including but not limited to budget, finance, human resources, payroll, utility billing, and permitting. This will improve internal functioning and efficiency and allow us to better serve the public.

Completion Criteria: This project will be complete with the implementation and roll-out of the new ERP and processes, to include utility billing and permitting systems.

Timeline: Implementation schedules will be returned with RFP responses. Demonstrations are planned for July followed by vendor selection.

Action Steps (include Commission/Advisory Board Action): This is an internally focused project that will likely not need advisory board or Commission action. Commission will receive progress updates.

Team: Lead Swanson, Hodnett, George, McMahan, Tozer, Esparza; City Attorney's Office

Status: RFPs have been released.

Belonging in Bozeman

Description: Ten goals from the Belonging in Bozeman Plan are to be pursued in partnership with Bozeman School District/BSD7, including goals around multilingual education, early education, education access, homelessness, engagement, mentorship, emergency preparedness, and access to healthy food and nutrition programs.

Completion Criteria: Each goal will have its own completion point, but the overarching goal of continuous collaboration with community partners to keep Bozeman a welcoming place will be an ongoing, multi-faceted effort.

Timeline: Differs per goal. Meaningful progress on each one is anticipated in the biennium.

Action Steps (include Commission/Advisory Board Action): This work follows a previously adopted plan; need for further Commission approval is not anticipated. Individual work items will go before the Economic Vitality Board.

Team: Lead Courtney Smith, Clark's team

Status: Courtney Smith was recently hired as the Belonging in Bozeman Coordinator and will lead the implementation of the Belonging in Bozeman Plan.

b. **Ensure appropriate funding and staffing for police, fire, and emergency response services, and support coordinated responses to behavioral-health and crisis situations.**

Fire Staffing

Description: Fire Department Response times exceed National Standards. SAFER grant funding for 12 firefighters (6 Quick Response Unit (QRU), 6 Station 4) was received in September 2024 with anticipation of a fire staffing levy and fire station construction bond passing in November of 2024; these failed. SAFER funding ends March 2028. Funding those 12 positions requires new sources of ongoing funding. Options:

- Consider new voted Staffing Levy and construction bond for a Station 4
- Consider new voted staffing levy for 6 firefighters needed for continued operation of QRU (QRU Only Option) & reduce force by 6 positions when grant funding ends

• Increase general fund allocations to the Fire Department to fund 6 positions required to continue QRU program & reduce force by 6 positions when grant funding ends

Completion Criteria: Project completion will occur when funding and staffing strategy is identified and implemented. De facto implementation will occur at the end of the grant period (March 2028).

Timeline: A voted levy would need to occur on the November 2027 ballot. If a levy does not appear on the ballot or is unsuccessful, general fund allocations to sustain positions would need to begin March 2028.

Action Steps (include Commission/Advisory Board Action): A levy would require a Commission decision to go to the ballot in Jan/Feb of 2027 with public education and outreach beginning around May for the November ballot. Ballot language must be approved in July/August.

Team: Lead Waldo, Hodnett, Tozer, Winn

Status: Staff is planning to bring the issue to the Commission in Jan/Feb 2027 for a decision regarding putting the levy on the ballot and is planning budget scenarios if that does not occur or fails.

Police Staffing

Description: Best practices recommend patrol officers spend approximately 60% of their time responding to calls and 40% of their time in proactive police work. With the increase in population comes increased calls and cases, which require additional officers. Options:

- Continue to add new police positions (sworn & non-sworn) as general fund revenue allows
- Consider new voted staffing levy on same year as new fire staffing levy to hire additional police officers (5/year for 5 years)
- Consider new voted staffing levy separately from fire staffing levy
- Perform a Law Enforcement Impact Fee study and implement if desired
- Do nothing

Completion Criteria: Staffing will likely be an ongoing conversation. This project will be considered completed when a distinct strategy is identified, which will be followed until it ceases to meet the needs, etc. and needs to be readdressed.

Timeline: This priority will be immediately undertaken. Completion timeline depends on the selected strategy.

Action Steps (include Commission/Advisory Board Action): Depends on the selected strategy/to be updated upon strategy selection.

Team: Lead Veltkamp, Hodnett, Tozer, Winn

Status: The issue is being discussed in budget and other meetings in preparation for strategy selection.

EMS Transport Services

Description: EMS is provided in Bozeman and Gallatin County by a mix of a private provider (American Medical Response (AMR)) and public providers (Bozeman Fire Department, various Fire Districts). The system is not sustainably funded or operated as an integrated system. Partners have been working together to address this issue. A feasibility study has been completed, and separate technical/operations and governance committees have been working. The goal is a comprehensive EMS system funded by a separate levy in a defined ambulance transport district.

Completion Criteria: Project will be completed when a comprehensive system is created and funded.

Timeline: The intent is to potentially create a district with a levy or operate via interlocal agreements. Potential ballot issue for district and/or levy in May 2027 or 2028. If a regional solution does not move forward or in lieu of that, a solution for Bozeman may be sought.

Action Steps (include Commission/Advisory Board Action): Depends on course of action

Team: Lead Waldo (operations) Winn (governance); City Attorney's Office

Status: The issue is being discussed in committee meetings, and we will return to the Commission with a report and decision points as the project progresses.

Coordinated responses to behavioral health and crisis situations

Description: The City of Bozeman has a strong track record of cross-system collaboration through its longstanding partnership with Gallatin County, the Gallatin Behavioral Health Coalition (GBHC), and associated practitioners and partners. The City has been a central partner in developing crisis response strategies, including the launch of an independent mobile crisis team. Staff will continue to collaborate with partners on improving the region's crisis response system so that individuals experiencing behavioral health crises have:

- Someone to call
- Someone to respond
- Somewhere to go

Our community has already made significant progress toward the first two components through the 988 crisis line, the Help Center, and mobile crisis response services. A major goal is to implement "Somewhere to go." To address this, the City has applied for a $3 million, 3-year Bureau of Justice Assistance Public Safety and Mental Health Initiative grant to fund the

operation of a crisis stabilization unit with law enforcement drop-off capabilities as well as follow-up treatment and housing support.

Completion Criteria: Work will be ongoing. Stable, sustainable provision of a service is generally considered a completion point for such projects; sustainable operation of a crisis stabilization unit with strong connection to services for the BJA grant.

Timeline: Ongoing

Action Steps (include Commission/Advisory Board Action): The City can play a more active role in grant acquisition; grants need Commission approval. Mayor sits on GBHC.

Team: Lead Rowley, Mayor, finance team for grants

Status: Updates available at https://www.gallatinmt.gov/gallatin-behavioral-health-coalition. The Crisis Diversion Grant (through Gallatin County) is providing $1.7 million in funding for the physical facility owned by HRDC, while the new BJA grant would work in concert with that to fund the operation of the crisis receiving and stabilization center.

c. **Work with the school district and other partners to ensure Bozeman remains a welcoming place.**

Keep Bozeman a welcoming place

Description: The City is involved in a number of partnerships with many local agencies including the School District, Gallatin County, Belgrade, Montana State University, State of Montana. Efforts include, but are not limited to Safe Routes to School, comprehensive community trails and park systems, access to recreation and other community amenities, housing initiatives, economic development, transportation system improvements, a well-planned city and region, design standards, public safety, etc. We are committed to continuing and strengthening these relationships at all levels of our organization

Completion Criteria: This work will be ongoing and dynamic to meet the needs of the community.

Timeline: Ongoing

Action Steps (include Commission/Advisory Board Action): Much of this work is captured in day-to-day activities. Advisory boards and the Commission will be involved as appropriate and lead the vision for the elements of a welcoming community.

Team: City staff, advisory boards, Commission

Status: Varies by component.

d. Advance multimodal transportation improvements from Safe Streets for Everyone (SAFE) and Urban Transportation District (UTD) and explore funding opportunities.

Continued Implementation of SAFE Plan

Description: In alignment with the City of Bozeman's goals to improve transportation system safety throughout the community, we have committed to prioritizing planning and implementing appropriately designed roads, trails, sidewalks, bicycle facilities, and transit networks to help us move around our neighborhoods and promote safe, efficient passage to our destinations. The Bozeman Streets Are For Everyone (SAFE) Plan is a comprehensive initiative aimed at enhancing the safety of the community through various measures. It focuses on four key elements: Physical, Policy, Policing, and Promotion. Implementation of the plan began in 2023 and will continue with:

- Completion of Safe Streets for All (SS4A) Safety Action Plan as a supplement to the Transportation Master Plan (TMP) Update
- Implementation of a Citywide Neighborhood Traffic Calming Program
- Beginning of an Uncontrolled Intersection Program

Completion Criteria: This is ongoing work which will continue indefinitely. Effective project delivery anticipated and funded in adopted budgets will result in improved safety for the traveling public. Long-term success includes achieving the vision for Bozeman's future.

Timeline: SS4A and TMP planning activities will be completed by the end of 2027. The Uncontrolled Intersection Program will begin in 2026 and last approximately five years. The Neighborhood Traffic Calming Program began in 2026 and will be perpetual. A timeline of all included projects is on the project website. Transportation visioning and implementation is an ongoing process.

Action Steps (include Commission/Advisory Board Action): Items may be discussed with the Transportation Board or Commission as appropriate but may largely be captured in day-to-day work.

Team: Lead Ross, Transportation and Engineering Team

Status: Consultant selection and contracting for the SS4A Safety Action Plan is complete, work begins in May 2026. Uncontrolled Intersection and Traffic Calming programs to begin in May 2026. RFQ for TMP has been issued and will guide future projects and vision.

Engage meaningfully with the community.

Consensus Program

Description: Test and develop a consensus program for controversial City issues.

Completion Criteria: This project will be completed once the pilot process has completed (Fowler Housing Project), results have been discussed with Commission, and a decision has been made on whether/how the program may be integrated into future projects.

Timeline: Late 2026 to City Commission.

Action Steps (include Commission/Advisory Board Action): Pilot project will potentially go to the Economic Vitality Board prior to City commission.

Team: Lead Clark and Fine

Status: Currently being piloted with the Fowler Housing Project. Approximately 30% completed. Will review outcome and discuss with Commission.

Development of a Citizens Academy

Description: A multi-week Citizen's Academy is a way to educate residents about how the City operates. As currently envisioned, admittance to the program will be through an application process and duration is expected to be 6-7 weeks. By reaching residents interested in learning more about local government, we'll be able to build knowledge and understanding of the city's work and create an informed cohort of citizens who may go on to serve as good will ambassadors or as staff, board members, and/or Commissioners.

Completion Criteria: The first Academy will occur in 2026. This program will continue annually as long as there is interest and curriculum will undergo continuous improvement. This type of program is used by other municipalities around the nation and has proven successful.

Timeline: Summer/Fall of 2026

Action Steps (include Commission/Advisory Board Action): Involvement by the Commission and Mayor will be critical to a successful program.

Team: Lead Derby and Clark; Sullivan

Status: Draft program elements have been presented to the director team and draft course topics are being developed. Derby is mapping out the work plan for the project with a timeline for Department presentations, activities, communications and promotion. Clark will manage the Communications aspects including advertising, social media promotion, and other forms of community awareness to ensure we have 20-30 participants.

Telling our Story

Description: The Communications Division is implementing new tools to reach residents including a biweekly newsletter to communicate news, events, and updates; a text service to issue quick communications related to key services such as plowing and trash collection; a podcast to talk about key issues in Bozeman with residents who may not regularly engage with local government; and implementing video as a tool with the "Bozeman at Work" series. Additionally, we are initiating a program to consolidate our data dashboards to be more forward facing and available to the community and staff for review, comment and decision making.

Completion Criteria: The launch of each tool will be success, with ongoing content creation and marketing and promotion needed.

Timeline: Work on each item will be ongoing.

Action Steps (include Commission/Advisory Board Action): A City Commission special presentation will be offered once implementation is complete. Commission may provide input on desired focus areas.

Team: Clark, Directors

Status: Podcast started in Q1, Newsletter is slated for completion in Q2, Text Service is implemented as of Q2, Bozeman at Work video series is starting this year.

a. **Strengthen city advisory board efficacy to ensure alignment with community goals.**

Review of City Advisory Boards

Description: In 2021, there was a consolidation of boards into five "superboards." These include Economic Vitality, Sustainability, Community Development, Transportation and Urban Parks and Forestry boards. The change was significant, and stakeholders were assured the City would review it. The review will also include the Historic Preservation Advisory Board.

Completion Criteria: The project will be complete when any changes desired by the City Commission are adopted and implemented, or when the City Commission decides no changes are necessary.

Timeline: Report by Q3 2026; any changes adopted by 2027.

Action Steps (include Commission/Advisory Board Action): Stakeholder interviews to include staff liaisons, board chairs, City Commissioners, and the Clerk's Office. Commission work session on preliminary findings for direction. Potential adoption of changes by the Commission.

Team: Lead Rowley, Clerk's Office

Status: Interviews, survey, and a review of the foundational documents completed. Draft considerations will be shared for feedback and refinement at a work session in July.

b. Strengthen the relationship with Montana State University.

Enhance Partnership with MSU

Description: Work with MSU to enhance and improve City/MSU partnership. Examples of work include:

- Students as citizens initiative
- Neighborhood impacts (including parking, compliance, and police)
- Rental and housing coordination
- Administrative relationship – consider another meeting with ASMSU
-

Completion Criteria: This project is ongoing and could be the final project for our staff members' International Town-Gown Association certification.

Timeline: Ongoing

Action Steps (include Commission/Advisory Board Action): Many interactions with MSU are ongoing activities. Each additional collaboration will have unique action steps.

Team: Lead Clark/Kiely

Status: MSU and the City collaborate in many ways both in day-to-day functions and larger initiatives.

c. Cultivate public/private partnerships and collaboration.

Cultivate Public/Private Partnerships and Collaboration

Description: The City routinely engages in partnerships and collaborates closely with businesses, non-profits, community members, other jurisdictions, etc. to accomplish our work. Examples of areas where partnerships and collaboration are key include economic development (Prospera, Yellowstone Fiber, Innovation Campus, etc.), housing, health, and childcare initiatives.

Completion Criteria: Work is ongoing and dynamic to the needs of the community and expertise and capacity of partners.

Timeline: Ongoing

Action Steps (include Commission/Advisory Board Action): Dependent on topic

Team: Lead City Commission, City Manager

Status: Dependent on topic.

d. Review the city's strategic plan to ensure it reflects current community goals.

Strategic Plan Update

Description: The last five-year strategic plan was adopted in 2018. The Commission may wish to undertake a process for a new plan, or to utilize the Commission Priorities as a two-year strategic plan.

Completion Criteria: This will be complete when the Commission accepts or makes updates to the Strategic Plan.

Timeline: Timeline dependent on path chosen by the Commission.

Action Steps (include Commission/Advisory Board Action): Dependent on direction of Commission

Team: Lead City Commission, City Manager

Status: This project has not been defined or initiated.

e. Leverage evidence-based survey methodologies to understand community attitudes.

Statistically Valid Surveys

Description: As part of community engagement, staff will explore the use of statistically valid surveys in gathering input. Which projects these surveys are used for will involve the Commission.

Completion Criteria: Implementation of a statistically valid survey as part of an engagement effort.

Timeline: FY 2027 or 2028

Action Steps (include Commission/Advisory Board Action): Staff will pilot a project and review results with the Commission to determine further use/implementation of a toolbox of survey types. Staff will provide training/guidance on the appropriate use of each tool.

Team: Lead Clark

Status: This project has not been defined or initiated.

Bridge the affordability gap.

a. Improve housing access through a variety of programs and strategies.

Housing Program

Description: The Housing Program seeks to create homes that those who live and/or work in Bozeman can afford to purchase or rent through policy changes, managing and directing City investments, and tracking data. The key objectives in each workplan area are:

Policy

- A Commission work session is scheduled for August 2026 to discuss our policies, options and provide future direction.

Investment

- Invest staff time and resources in partners and projects that increase affordable housing
- Leverage TIF/URD financing for affordable housing projects and support LIHTC development and infrastructure investments that assist housing
- Direct investment in affordable projects (such as HRDC, Headwaters or City of Bozeman)
- CDBG planning and funding roll out. Utilize CIP to identify shovel ready internal projects that meet consolidated plan priorities and benefit from CDBG funds.
    - Transitional/Emergency Housing
    - Naturally Occurring Affordable Housing (NOAH)
    - Infrastructure
- Continue investing staff time and resources into the Regional Housing Coalition
- Continue Fowler Consensus work to refine the project and align it with identified community housing needs. Phase Two will focus on stakeholder meetings and building understanding between differing opinions. Phase Three will focus on a shared vision for building design, site layout, open/common spaces and final product.

Data

- Updates to Community Housing dashboard with up-to-date information on units, simplified metrics and ample space for celebrating/communicating city housing successes
- Housing status and reporting

- Track success of investments of all types
- Updated Needs Assessment
- Market Study (Fowler)

Completion Criteria: Success of the Housing Program may be measured in number of new affordable units, reduced number of cost-burdened residents, healthy vacancy rates, eviction prevention (Tenants, rental rate stabilization), increased number of land trust units, and number of people who exit homelessness. Identify impact across the housing continuum (unhoused to luxury). When applicable, other specific data will be tracked to ascertain success.

Timeline: Most housing work is ongoing. Work session is scheduled for August 4, 2026

Action Steps (include Commission/Advisory Board Action): Policy items will be brought to the Economic Vitality Board and Community Development Board prior to City Commission. Certain projects may go through a URD board as appropriate.

Team: Lead Guyer, Fontenot, Fine, City Attorney's Office

Status: Current projects include Family Promise infrastructure project, investments in HRDC and Family Promise, participation in the Regional Housing Coalition, work on the Consensus Program for City-led housing development, CDBG planning, and policy updates.

Implement Tenants Right to Counsel Program

Description: Develop and deliver a 3-prong program (education, mediation, and representation) that works with tenants and landlords to educate, mediate and represent tenants before and during the eviction process.

Completion Criteria: Success is achieved through the joint establishment of a tenant–landlord education, mediation, and representation program. The intent of this program is to create a more balanced and cooperative relationship between tenants and landlords by providing both parties with tools, information, and support. Through shared responsibility and open communication, the program aims to help preserve stable housing whenever possible, or, when necessary, support a smoother and less disruptive transition to new housing. The first year will serve as a pilot, allowing us to refine the process and identify the resources needed to ensure the program is effective and beneficial for everyone involved. Include ongoing budget for program in FY27-28.

Timeline: Ongoing

Action Steps (include Commission/Advisory Board Action): Advisory boards, public and stakeholder outreach, and Commission interaction will occur as appropriate during implementation. Policy-level work is largely complete.

Team: Lead Sullivan, Saverud, Winn, Clark

Status: City has selected contractors for representation and mediation services and is negotiating contracts.

b. Review and revise the affordable housing ordinance.

Revise Affordable Housing Ordinance (AHO)

Description: This will be done as a policy initiative under the Housing Program. It may include For-sale unit, cash in lieu, and parking incentive provisions, as well as any clean-up needed in the currently adopted AHO. Proposed updates include:

- Addition of a "For Sale" Housing Provision: The current AHO incentivizes long-term affordable rental housing. Long-term affordable home ownership requires different stewardship paradigms and cash in lieu methods.
- Alignment of the AHO provisions with Low-Income Housing Tax Credit (LIHTC) Rules. Staff proposes the creation of a separate "track" for LIHTC projects to align with the guidelines and regulations for tax compliance.
- Updates to Type B Incentives (Parking Provision)

  October 2026 will see major changes to statewide parking requirements that render the AHO parking incentive ineffective, with no required parking minimums for affordable housing projects, assisted living facilities and homes under 1200 square feet. Alternative incentives are being considered.
- Establishment of a Predictable Ordinance Update Process.

Completion Criteria: This will be complete when the Commission adopts any AHO updates.

Timeline: End of 2027

Action Steps (include Commission/Advisory Board Action): Community Development Board, Economic Vitality Board, public and stakeholder outreach. City Commission adoption.

Team: Lead Guyer, George, Fontenot, Fine, City Attorney's Office

Status: Next steps include:

- Introduction of proposed AHO ordinance changes to the Economic Vitality Board (April 1, 2026)
- Draft ordinance with assistance of legal (May- September)
- Work session with Community Development Board (Date TBD)
- Draft ordinance to the Economic Vitality Board (Action required, date TBD)
- Draft ordinance to Community Development Board (Action required, date TBD)
- Draft ordinance to City Commission (Action required, date TBD)

c. Streamline the development review process to eliminate unnecessary steps that add cost and delay, while maintaining quality and compliance.

Review of Development Review Process

Description: This initiative is an internal effort led by staff to evaluate the City's Development Review process to determine where process changes and/or efficiency measures can shorten or improve permit applicants' experience. Consideration will be given to aspects that add unnecessary cost and delay. This review will balance efficiency with desired outcome, compliance with state law, and an obligation to implement adopted regulations (such as the updated UDC, adopted in December 2025). As part of this effort, staff will also gather feedback from users of the process, including not only developers but also small and large contractors, homeowners, and businesses who have obtained permits from the City in the recent past.

Completion Criteria: This project will be complete with the provision of a report of findings and recommendations to the Commission, and implementation of any changes decided upon internally or by the Commission as appropriate.

Timeline: Ongoing. Expected completion of review by end of 2026.

Action Steps (include Commission/Advisory Board Action): Results will be discussed with Commission and direction may be needed on certain items, particularly any aspects which would necessitate code changes. Any necessary code changes will go through the Community Development Board.

Team: Leads George and Ross, their teams, City Attorney's Office

Status: Underway. Completion of review expected by end of 2026 Implementation may require code changes which would likely extend into 2027.

d. Support efforts to improve living wage opportunities in Bozeman.

Living Wage Initiatives

Description: Jobs that provide a living wage grow with the economic vitality of the region. Staff will continue to work with stakeholders and partners to implement the Economic Vitality Plan in a focused effort to:

- Provide Opportunity for Gallatin Valley Residents
- Enhance the small business development system
- Provide comprehensive and coordinated skills development starting with childcare through middle school and higher-ed
- Improve access to career opportunities for local and surrounding rural residents
- Support a Diverse Economy
- Focus on traded sector industries that are emerging and can increase exports
- Enhance development of the talent pipeline
- Elevate a growing creative arts industry cluster
- Build a More Resilient Region
- Increase amount and access to housing for all
- Develop a sustainable city
- Foster a culture focused on climate change resilience

Completion Criteria: Ongoing

Timeline: Ongoing

Action Steps (include Commission/Advisory Board Action): Economic Vitality Board will be included as appropriate. Any policy item requiring Commission action will be brought to them.

Team: Lead Fontenot and Economic Development Team

Status: Bozeman is experiencing strong wage growth 2025-2026, with average annual salaries around $56,000-$73,000 and a 6.95% one-year median income growth.

e. Support efforts to improve access to childcare.

Childcare Initiatives

Description: Increasing the supply of childcare is critical for the economy to maximize the full potential of the available workforce. More importantly, providing early learning is an important investment in communities that help ensure they can realize their human and economic potential.

Bozeman is a participant in the CHILD Task Force which completed a strategy and is working through the recommendations to stabilize the childcare workforce and improve access. The City adopted model HOA covenants, including a covenant to disallow prohibiting childcare within HOAs, and has supported legislation to disallow HOAs from prohibiting childcares and define childcare as a residential use. The City is a key financial supporter of the Kinside Child Care Platform which assists in finding providers.

Staff is gathering data for a proposal for a childcare worker incentive program.

Completion Criteria: This project is ongoing and would be considered complete when childcare is accessible and affordable to all.

Timeline: ongoing

Action Steps (include Commission/Advisory Board Action): Economic Vitality Board will be included as appropriate. Any policy item requiring Commission action will be brought to them.

Team: Lead DiTommaso & ED Team

Status: The CIty was a key partner in the Kinside Child Care Platform and actively participates in the work of the Task Force.

Protect Bozeman's heritage, neighborhoods, and natural environment.

a. Complete the city's landmark, historic preservation and Neighborhood Conservation Overlay District (NCOD); Integrated Water Resources Plan (IWRP); Urban Forest Management Plan; and other neighborhood/environmental plans and initiatives.

Landmark, Historic Preservation, and NCOD projects

Description: Finish ongoing work to adopt updates to:

- Landmark Project
- Neighborhood Conservation Overly District (NCOD) Design Guidelines Update

Completion Criteria: This project will be complete upon Commission adoption.

Timeline: Completion dates vary by plan (outlined below in Status); likely all completed by end of 2027.

Action Steps (include Commission/Advisory Board Action): These projects will be heard by the appropriate advisory board(s); primarily the Historic Preservation and Community Development Boards, but others may also be consulted as appropriate, such as the Downtown Business Improvement District. Extensive public and stakeholder outreach have and will be included in both projects. Both projects culminate with City Commission adoption.

Team: Lead varies; George, City Attorney's Office, Communications Division

Status:

- Landmark Program 50% complete. Phase 1 policy report adopted by Commission in May 2025; now in Phase 2 working with consultant, HPAB, and Legal to determine scope and content of code changes with draft code for public review expected in summer 2026. Expect adoption of code changes by end of 2026.
- NCOD Design Guidelines update underway. Consultant hired and engagement plan approved by Commission in March 2026. Currently in the community engagement phase to gather public input using a variety of methods, including a Neighborhood Focus Group comprised of one representative of each neighborhood within the NCOD. Consultant to prepare Engagement Report to summarize input gathered; expected by late spring/early summer and will be shared with public, HPAB and Commission. Draft updates to Guidelines (to be called NCOD Design Standards) will be prepared following input from HPAB, and direction from Commission. Final draft will be posted for public review and comment in late 2026/early 2027.

Urban Forest Management Plan (UFMP) and Parks, Recreation and Active Transportation (PRAT) Implementation

Description: Finish ongoing work to adopt updates to the 10-year Urban Forest Management Plan. Key components are:

- Analysis and recommendations regarding tree inventory, canopy cover, staffing and equipment, budgeting program and code updates.
- Offer strategies to strengthen volunteer initiatives, address public concerns, and expand community education and outreach efforts.
- Advise on adaptations to climate change impacts.

PRAT Plan:

- Integrate PRAT Plan into the Municipal Code and Unified Development Code
- Utilize PRAT Plan policy and municipal code recommendations to create an update for the municipal code including relevant Unified Development Code sections

Completion Criteria: This project will be complete with the adoption of relevant updates.

Timeline: Completion dates vary by plan; likely all completed by end of 2027.

Action Steps (include Commission/Advisory Board Action): These projects will be heard by the appropriate advisory board(s). Public and stakeholder outreach. Commission adoption.

Team: Lead Overton, City Attorney's Office, Communications Division

Status: UFMP consultant hired, engagement plan approved. Urban Parks and Forestry Advisory Board is discussing both items as 2026 work plan projects.

Integrated Water Resources Plan update

Description: This project will update the City of Bozeman's 2013 Integrated Water Resources Plan (IWRP), outlining alternatives to improve Bozeman's water supply resiliency and ensure an adequate supply for the future. Bozeman depends on a safe and reliable water supply. We use water to fight fires, operate restaurants and businesses, clean our homes, run critical hospital functions, wash our hands, and other everyday necessities that support our community's health, safety, and quality of life. The goal for this engagement effort is to consult the community on Bozeman's water management priorities and gather input on alternatives developed throughout the planning process.

Completion Criteria: This project will be completed with the adoption of an updated IWRP.

Timeline: Commission adoption is anticipated Q1 of 2027, depending on the engagement process.

Action Steps (include Commission/Advisory Board Action): A Water Advisory Committee (WAC) has been created to guide this project and will be heavily involved. This project will also be heard by the Sustainability Board, Economic Vitality Board, and Community

Development Board. Public outreach will be completed according to the IWRP Engagement Plan.

Team: Lead Kohtz, Communications Division

Status: The project kicked off in 2025 and is currently in phase 3: Engagement and Alternatives Development. WAC has made progress and has completed a community-wide survey. Next steps include continued WAC engagement on alternatives and conservation elements, a robust community engagement program to reach stakeholders including those outside city limits, and completion of a draft IWRP for review and consideration.

Green Power Program

Description: Continue working with NorthWestern Energy in partnership with Missoula County and the City of Missoula to approve the Green Power Program. Upon implementation, the program will allow local governments, commercial, and industrial NorthWestern Energy customers to subscribe to a new renewable energy project located in Montana. Participation is voluntary and will include an on-bill cost and credit. To make this possible NorthWestern and the Lead Communities have negotiated an agreement to file a new rate (Tariff) with the Public Service Commission (PSC) and jointly pursue project procurement.

Completion Criteria: Completion will be at approval of the joint Green Power Program Tariff rate filing with the PSC, Request for Proposal (RFP) development and issuance, and receipt of sufficient Subscription Agreements to proceed to the Green Power Resource project development phase in 2028.

Timeline: Adopt the Lead Community Agreement in the summer of 2026, file the Green Power Program Tariff with the PSC in the fall of 2026, proceed with a multi-step RFP process and Subscription Agreements in 2027. Project will continue into 2028, including development, interconnection, and a PSC compliance filing.

Action Steps (include Commission/Advisory Board Action): Re-engage constituents, the public, and the Sustainability Board before City Commission adoption of the Lead Community Agreement. If the City Commission approves the Lead Community Agreement, staff will prepare for the PSC Tariff filing. After PSC approves Tariff terms, staff will collaborate with NorthWestern on RFP design and recruit potential participants. The City Commission will be asked to approve a non-binding Notice of Interest to participate in the program. When RFP results are received, staff will analyze pricing and project details to make a recommendation to the City Commission on the binding Subscription Agreement.

Team: Leads Henderson and Meyer; Sullivan; Clark

Status: Under an Interlocal Agreement with the City of Missoula and Missoula County, we have shared costs associated with an energy consultant and legal counsel. The City Commission approved the Green Power Program Term Sheet with NorthWestern in January

of 2024. The program structure and documents necessary for filing with the PSC are nearing completion.

b. Make necessary edits/revisions to the Unified Development Code (UDC) and Zone Map for clarity and efficacy.

UDC and Zone Map Revisions

Description: This includes revisions to the UDC and any necessary Zone Map amendments to implement other ongoing projects and plans including Landmark/NCOD, PRAT, Telecom Regulations, and Urban Forest Management Plan. Several revisions to the UDC are expected to begin with Commission consent. These include: AHO update, wetlands and watercourse technical revisions, short-term rentals (relating to Type 2 STRs in RA district to fix an implication of the 2025 UDC), and a broader housekeeping update. Staff anticipates some revisions will also be necessary after the 2027 legislative session to address any changes in state laws.

Completion Criteria: This will be completed upon Commission adoption of any changes.

Timeline: Ongoing; work session late summer 2026 with expected completion of amendments related to Landmark Project, Telecom, AHO, short-term rentals and wetlands/watercourses by end of 2026. Other amendments will carry into 2027.

Action Steps (include Commission/Advisory Board Action): Applicable items will go to relevant advisory boards. Changes will require Commission approval.

Team: Lead George, team, Overton, City Attorney's Office

Status: UDC updates adopted by City Commission. Staff is reviewing the implementation and will be bringing any necessary modifications to the Commission for review later this year.

c. Support efforts for long-term watershed health

Bozeman Creek Vision Plan

Description: The City Commission approved Resolution 5626 on August 6th, 2024, adopting the Bozeman Creek Vision Plan as a Commission priority to increase ecological health, provide better connectivity, celebrate natural heritage, and mitigate flood hazards within urbanized sections of Bozeman Creek. Additional background information can be found on Engage Bozeman.

The City is partnering with the SeeBozemanCreek organization to further community input as a model for how local government can leverage the strength of partnerships to collaborate towards shared goals with a wide range of constituents.

Completion Criteria: A vision plan will be created and delivered to the City Commission for consideration.

Timeline: Preliminary constituent meetings and literature review will occur in February-May, followed by a series of public events intended to gather input toward the development of draft concept designs and policy recommendations in June-August, with final plan development to occur September-November, concluding with public hearings in December.

Action Steps (include Commission/Advisory Board Action): Multiple citizen advisory boards, neighborhood associations and constituent groups will be engaged throughout the process. Additional details can be found within the approved Community Engagement Plan. A Commission Work Session regarding community priorities is scheduled for July 14th, 2026, with the potential for additional touch points to occur before the public hearing / adoption tentatively scheduled for December 15th, 2026, as directed.

Team: Lead Henderson; Communications Division; SeeBozemanCreek

Status: A consultant team (Port Urbanism and Rio ASE) was selected in Jan 2026 to create a comprehensive vision for the waterway, specifically focusing on the downtown area. The project is moving into a community engagement phase designed to gather input from residents, property/business owners, and city leaders.

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Joey Morrison, Mayor
Douglas Fischer, Deputy Mayor
Jennifer Madgic, Commissioner
Emma Bode, Commissioner
Alison Sweeney, Commissioner

SUBJECT: Authorizing a Letter to the United States Forest Service to Engage on How the City of Bozeman Can Support Trapping Closures on Forest Service Lands Around the City of Bozeman

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Citizen Advisory Board/Commission

RECOMMENDATION: Authorizing a Letter to the United States Forest Service to Engage on How the City of Bozeman Can Support Trapping Closures on Forest Service Lands Around the City of Bozeman

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

BACKGROUND: The City of Bozeman desires to collaborate with the Forest Service to support closures to trapping on Forest Service lands around the city.

UNRESOLVED ISSUES: None identified

ALTERNATIVES: As per the Commission

FISCAL EFFECTS: None

Attachments:
Trapping Letter 06.2026 v.2.pdf

Report compiled on: June 9, 2026

BOZEMAN MT
Mayor

June 16, 2026

Mr. Matt Jedra
Supervisor, Custer Gallatin National Forest
P.O. Box 130
10 E Babcock Ave
Bozeman, MT 59771

Dear Mr. Jedra,

Congratulations on your appointment as the Forest Supervisor for the Custer Gallatin National Forest. The Bozeman City Commission wishes you the best.

Bozeman is one of the most dog-friendly towns in America, with our residents recreating alongside their dogs on public lands from Sourdough, to Hyalite to the Bridger Range. We believe these public lands are fundamental to the well-being of our residents. And we also know their physical and mental well-being is at risk because of trapping. On behalf of the Bozeman City Commission and the residents of the city of Bozeman, I seek an opportunity to engage with you to determine how the City of Bozeman can support trapping closures on Forest Service lands in the Bozeman Creek Watershed, Hyalite Creek Watershed, and the Bridger Range.

We recognize and support the trapping setback order issued by your predecessor along certain trails, including those in Bozeman Creek, Hyalite Creek, and in the Bridger Range. However, Bozeman residents travel outside of the trapping setback areas while hunting, skiing, ridge-walking, or in pursuit of the perfect Christmas tree. We believe these trapping setbacks to be insufficient to protect our residents.

In furtherance of protecting our residents, in 2024, the Bozeman City Commission prohibited trapping on city-owned lands in the Bozeman Creek Watershed. We ask you to consider doing the same.

We know that with an increasing population, we will see an increase in demand for recreation opportunities. And with increased recreational use, we will see an increase in conflicts between recreation and trapping. Many people we have spoken with have come across an animal caught in a trap, and the trauma is long-lasting. In Montana, in recent years, hundreds of dogs have been caught in traps, many on Forest Service land, and many died or lost limbs.

The City considers the Forest Service to be a vital partner in ensuring the well-being of our residents as evidenced, for example, by the significant cooperation we have had regarding the Bozeman Municipal Watershed project. And we appreciate that the Forest Service follows a good-neighbor policy with the communities where its headquarters are located and listens to their wishes to the best of their ability, whether that means a request for more logging or a ban on trapping.

Additionally, we also recognize the interests of the Rocky Mountain Tribal Leaders Council, representing the tribes of Montana, Wyoming, and Idaho. They strongly support the removal of trapping in these areas and want to see the Forest Service honor with the wishes of the first people who inhabited this land for over 10,000 years.

We are blessed in this community to be surrounded by mountains and rivers, and the Forest Service has managed these lands for generations. And we have every respect for the agency. As the Bozeman City Commission, we are asked to provide the people of Bozeman with the safety they expect while living, working, and recreating. I look forward to working with you on how the City can support complete trapping closures in the Bozeman Creek Watershed, the Hyalite Watershed, and the Bridger Mountains.

Sincerely,

Joey Morrison
Mayor
City of Bozeman

Douglas Fischer, Deputy Mayor
Jen Madgic, City Commissioner
Emma Bode, City Commissioner
Alison Sweeney, City Commissioner

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Alex Newby, Deputy City Clerk
Mike Maas, City Clerk
Cola Rowley, Assistant City Manager
Chuck Winn, City Manager

SUBJECT: Formal Cancellation of the July 7, 2026, Regular City Commission Meeting

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Administration

RECOMMENDATION: Approve cancelling the July 7, 2026, Regular City Commission Meeting.

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

BACKGROUND: The Mayor has decided not to meet on July 7, 2026. Per Bozeman Municipal Code Sec. 2.02.070.A.4, the Mayor or majority of the Commission may cancel a regular meeting if no business is scheduled for that meeting. This item formalizes this decision to cancel the meeting.

UNRESOLVED ISSUES: None

ALTERNATIVES: As determined by the City Commission.

FISCAL EFFECTS: None.

Report compiled on: June 2, 2026

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 Notice of Award and Final Contract Documents, Once Received, to Williams Civil Construction, Inc for Construction of the MSU Sewer Interceptor Replacement Project, Phase 1

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Approve and Authorize the City Manager to Sign a Notice of Award and Final Contract Documents, Once Received, to Williams Civil Construction, Inc for Construction of the MSU Sewer Interceptor Replacement Project, Phase 1

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

BACKGROUND: Attached is a copy of the Notice of Award for the above referenced project.

The project generally involves: replacement of existing collection sewer main within the Kagy Boulevard and South Tracy Avenue corridor, replacement and upsizing the MSU Sewer Interceptor through the Kagy Corridor, Langohr Park and between the intesection of Babcock Street and South 7th Avenue to the intersection of South 4th Avenue and College Street. Additionally, the existing city water main will be replaced through Cooper Park.

Work on Kagy Boulevard and South Tracy Avenue shall be completed by October 30th, 2026 in order to coordinate work with the Kagy street improvements project being performed by MDT, and the remaining work shall be completed in 2027.

Bids for the above-referenced project were opened on June 10th with 3 bids being submitted. The low bid was submitted by Williams Civil Construction Inc, in the amount of $3,182,356.60 for the base bid plus miscellaneous work. Staff have reviewed the bid and recommend it for award. The Bid Tabulation for the project is attached.

UNRESOLVED ISSUES: None

ALTERNATIVES: As Suggested by the Commission

FISCAL EFFECTS: The cost of this construction contract is $3,182,356.60. Funding has been appropriated in the FY27 budget as project WW138 for a total amount of $4,931,900 and paid for from the Wastewater fund and Wastewater Impact Fee Fund.

Attachments:
DOWL_Award_Rec_WCC_June_16_2026.pdf
Bid Tab - MSU Interceptor.pdf
Sec00440_NoticeOfAward_WCC.docx

Report compiled on: June 16, 2026

DOWL

June 16, 2026

Mr. Kellen Gamradt
City of Bozeman
P.O. Box 1230
Bozeman, MT 59771

Subject: **MSU Sewer Interceptor Replacement, Phase 1 – Bid Opening; Recommendation for Award**

Dear Mr. Gamradt:

The City opened bids for the MSU Sewer Interceptor Replacement Project, Phase 1 on June 10, 2026 and received three responsive and responsible bids as reflected in the below table.

Bidder	Bid Amount
CK May Excavating	$3,453,245.75
Williams Civil Construction	$3,182,356.60
COP Construction, LLC	$5,033,240.00
Engineer's Estimate	$4,216,699.00

The low bidder, Williams Civil Construction (WCC) has indicated they are prepared to accept award for the project. DOWL has spoken with three prior project references including the City of Hamilton, MT, Lone Mountain Land Company (Moonlight Basin) and Core Engineering (Four Corners W/S District project). The references consistently indicated WCC provided timely project completion, high-quality work, and they provided favorable comments related to work changes and associated pricing. The City of Hamilton specifically noted WCC's relations with the public for a disruptive street improvement project, resulting in very few calls or complaints to the City for the duration of the project. A banking reference indicated WCC is an excellent client in good standing.

Proposed subcontractors include Poteet Construction for traffic control, High Country Paving, Inc. for asphalt surface restoration and Abatement Contractors of Montana, LLC for the anticipated asbestos cement pipe handling and disposal. Each appears qualified for the respective work for this project.

The proposed personnel appear to have adequate heavy civil and utility installation experience to complete the project, and are some of the staff that worked on the above-referenced Lone Mountain Land Company project. WCC's list of owned equipment is substantial and sufficient for the nature of the work required on the City's interceptor project.

Attached for the City's reference are the qualifications documentation provided by WCC. We recommend award of the construction contract in the amount of $3,182,365.60 to Williams Civil Construction of Belgrade, MT.

If you have any further questions please let use know. Please find attached the completed Notice of Award for the City's use.

Sincerely,
DOWL



Kevin R. Johnson, PE, BCEE
Project Manager

Attachment(s): As stated

WCC Construction Contracts - Last 3 Years						
	Project Name	**Contract Value**	**Owner**	**Owner Address/Telephone #**	**Project Details**	**Owner Reference**
1	Phillips St. Water Main Replacement	$ 221,000.00	City of Missoula	1345 W Broadway St. Missoula, MT 59802	490 LF of 8" DIP Watermain W/Paving	Chris Fuchs (406-552-6765)
2	Whittaker Watermain Replacement	$ 459,022.00	City of Missoula	1346 W Broadway St. Missoula, MT 59802	800 LF of 6" DIP Watermain W/Surface Restoration	Tristian Firth (406-552-6700)
3	Ravalli Street Re-Construction	$ 2,967,298.00	City of Hamilton	223 S. 2nd Street, Hamilton, MT 59840	10,000 SY Asphalt, 14,000 SF Sidewalk, 400 LF 12" SD Pipe	Donny Ramer (406-363-6717 ext.103)
4	S. Black Ave. Sewer Renovations	$ 332,839.60	City of Bozeman	814 N Bozeman Ave, Bozeman, MT 59715	1400 LF of 8" DIA SDR 35 Sewer Main	Kellen Gamradt (406-582-2283)
5	Southside Road Deep Utilities	$ 2,013,000.00	Lone Mountain Land. Co.	25 Town Center Ave. Big Sky, MT 59716 (406)-995-6333	6,000 LF 10" HDPE Watermain, 2,000 LF 8" HDPE Watermain	Tom McCollom (406-407-5224)
6	Moonlight West Road J	$ 1,417,600.00	Lone Mountain Land. Co.	25 Town Center Ave. Big Sky, MT 59716 (406)-995-6333	3,600 LF 10" HDPE Watermain	Tom McCollom (406-407-5224)
7	Baxter Lane Water Main Replacement	$ 532,770.00	Four Corners Water/Sewer District	495 Quail Run RD Bozeman, MT 59718 (406)-585-4166	1,800 LF of 12" C900 Watermain, 120 LF HDD 12" C900	Greg Steckler (Core Engineering 406-250-4852)
8	One and Only Resort - Subdivision RD	$ 5,430,560.00	Lone Mountain Land. Co.	25 Town Center Ave. Big Sky, MT 59716 (406)-995-6333	5,800 LF 8" SDR 35 Sewer, 7,500 LF 8" C900 Watermain, 24,000 SY 3" Asphalt	Andy Allen (406-581-7247)

DOWL Reference Check Discussions:

3. Donny Ramer (City of Hamilton); Williams was easy to work with and completed quality dirt work prep for the asphalt and concrete work, meeting compaction and pre pave or concrete placement conditions. WWC had great relations with the public such that the City very few calls from the public during the street construction project. WWC was reasonable with the few change orders needed, completed additional work where required. They had issues with getting a concrete subcontractor to show up, hired a second concrete contractor in the meantime to keep the project moving. Work was completed by the WWC staff in Missoula.

7. Greg Streckler (Core Engineering); Williams was timely on completion of this project. No quality concerns and just a few justified change order requests.

8. Andy Allen (Lone Mountain Land Company; One and Only Hotel - Moonlight Basin); Williams was an excellent partner through a multiple year project. Their quality was second to none. Not a single quality issue of note. WWC was diligent about keeping project schedules and performing to the schedule. The projects were dynamic with many moving parts but included water, sewer, storm, roads, bridges. WWC was good to work with throughout the project. They were very reasonable with respect to the project changes and associated costs.



ANDREW ROSSTON

406 - 459 - 5239
arosston@willciv.com

Education

- Bachelor of Science, Civil Engineering - Montana State University, Bozeman, MT

Core Competencies

- Desire to Learn
- Organization
- Work Ethic
- Attention to Detail
- Handling Pressure
- Time Management
- Communication

Software Proficiency

- HeavyBid
- HeavyJob
- Microsoft Office
- Primavera P6
- Various Accounting Software
- BlueBeam
- Procore
- Helix Project
- Trimble Siteworks & Gradeworks
- Agtek
- Topcon 3DMC & 3D Office
- Pix4D
- GS RTK
- Civil3D

Certifications

- SWPPP Administration/Preparer
- Competent Person:Excavation Training
- Qualified Rigger and Crane Signal Person
- MSHA Part 48

WILLIAMS CIVIL CONSTRUCTION

Assistant Project Manager

Dependable, detail-oriented professional who prioritizes quality, safety, and on-time delivery while remaining cost conscious and schedule driven. Communicates effectively across teams, balances complex tasks, and proactively supports both field and office operations to improve project outcomes. Driven by a strong desire to learn, adapts quickly and continuously improves skills in fast-paced construction environments

Professional Experience

Assistant Project Manager – Williams Civil Construction (2024 – Present)

- Project Administration & Controls: Manage schedules, submittals, RFIs, traffic plans, work orders and change orders, as-built documentation, permits, contract compliance, project accounting, expense approval, cost tracking and analysis, billing assistance, timecard review, and change order logs. Facilitate weekly meetings and coordinate with owners, engineers, and general contractors.
- Construction & Field Operations Management: Manage subcontractors, suppliers, site logistics, material ordering, and all field work and associated planning. Develop work plans in compliance with safety, design, and cost standards, oversee SWPPP management, coordinate 811 locates, and ensure overall execution aligns with project requirements.
- Engineering, Survey, & Quality Control: Perform constructability reviews, value engineering, cost estimating, and quantity takeoffs. Coordinate field surveying, verify staking & field work using laser and GPS equipment, conduct quality control checks, and ensure specification compliance.
- Field Crew & Technical Support: Assist field crews with work coordination, train crews on GPS equipment and software, manage interns, and provide technical support to maintain efficient, accurate, and compliant field operations.
- Projects: One & Only Resort, Zoot Way Waterline, North Star Lift Station, Madison County Fairgrounds Sewer, Livingston Aquatic Center, MSU Parking Improvements, NW Pipe Warehouse, Valley Glass Parking Lot, South Black Sewer, TRMCC ADA Improvements, Baxter Water Main, VIM Hotel.

Project Manager/Project Engineer - Turner Mining Group (2021– 2024)

- Safety & Compliance: Ensured MSHA and OSHA compliance, conducted morning lineout and safety meetings, performed site safety and production inspections, and investigated incidents, creating reports and presentations.
- Project Planning & Financial Management: Created and updated project schedules, managed and optimized project budgets, created monthly revenue projections, prepared pay applications, developed project performance reports, estimated and created change orders, recognized and accounted for additional costs, managed acceleration costs, and aided in estimating new jobs.
- Team & Field Management: Managed and coordinated on-site personnel and subcontractors, explained project targets, schedules, deadlines, and goals to foremen and superintendents, conducted daily progress meetings with supervisors, conducted hiring and terminations, and filled in for superintendents, foremen, and operators when needed.
- Client & Administrative Coordination: Led weekly client meetings, worked with client representative engineers, reviewed and approved expenses, understood and utilized project contracts, and investigated further company job opportunities.
- Procurement, Materials & Equipment: Procured materials, aided in mobilization and demobilization schedules, optimized equipment utilization, and approved timecards.
- Documentation & Regulatory Submittals: Created submittals, RFIs, traffic plans, SWPPPs, SPCCs, workplans, dig permits, environmental plans, and reports, and completed small project design creation.
- Survey & GPS Operations: Placed grade stakes, created site calibrations, surveyed via rover and drone for quality control, as-builts, and quantity reconciliation, processed drone data, computed volumes from survey data, imported design files into machines, created small machine designs, and installed GPS equipment on machines.
- Projects: East Boulder Mine Tailings Expansion & Spring Creek Mine Pit 7 Development.

Continued



ANDREW ROSSTON

406 - 459 - 5239
arosston@willciv.com

WILLIAMS
CIVIL CONSTRUCTION

Representative Projects

East Boulder Mine Tailings Dam Expansion
Field Engineer for years 1 and 2, Project Manager for year 3 of a 5-year tailings dam expansion. Scope of work includes construction of a 90-acre tailings impoundment and relocation of significant infrastructure and stockpiles. Project includes mass excavation and placement of structural fill, MSE wall construction, pond & slope grading, geomembrane lining, road construction, utility installation, aggregate crushing, install of concrete/precast concrete structures, logging, reclamation, and stockpile relocation.

Spring Creek Mine Pit 7 Development
Field Engineer for this 4-month off-season project. Scope of work included mass excavation of overburden, blasting prep, dragline ramp construction, and pond grading.

Continued



JOHN BUTCHER

(406) 624 - 1519
jbutcher@willciv.com

Technical Skills

- Project Management
- Communication
- Safety Leadership
- Scheduling
- Leadership
- Attention To Detail
- GPS

Certifications

- OSHA 30
- EIT - Passed FE Exam - Structural
- Bachelors in Construction Engineer Technology (MSU Bozeman)

WILLIAMS CIVIL CONSTRUCTION

Project Manager

Professional Experience

Project Manager – Williams Civil Construction (March 2026 – Present)

- Responsibilities include long term scheduling, communication with owner and owner's Representative, monitoring production rates and costs, and driving on time completions. Runs projects from pre-construction through the final close out documentation and execution. Notable Projects: MSU VIM Hotel and One and Only Phase 3.

Senior Project Manager - FNF Construction (2013 – 2026)

- Project Manager on large $20 to $40-million-dollar projects with various Colorado Municipalities, Colorado Department of Transportation and Federal Highway Administration. Worked as the primary contact for the owner and stakeholders; while also managing budget, schedule, quality, and onsite supervision. Almost all projects focused primarily on Demolition, Sanitary Sewer, Waterlines, Storm Sewer, Highway/Roadway Reconstruction, and Traffic Management.

Field Survey Crew - Four Points Surveying & Engineering (2013)

- Worked as a survey crew field employee. Staking rough grading stakes and form work stakes. Learned the importance of proper staking and communication with the team on the project level.



KEVIN AMBERSON

(406) 570 - 6213
kamberson@willciv.com

Technical Skills

- Project Management
- Communication
- Equipment Operation
- Technical Expertise
- Scheduling
- Leadership
- Attention To Detail
- GPS

Certifications

- OSHA 30
- Trenching Competent Person
- Qualified Rigger and Crane Signal Person
- Competent Person Excavation Training

WILLIAMS CIVIL CONSTRUCTION

Superintendent

Professional Experience

Superintendent – Williams Civil Construction (2016 – Present)

- Project lead on large projects at WCC since 2016. Responsibilities include long term scheduling, communication with Owner or Owner's Rep, evaluating production rates and costs, and ordering materials to make sure we do not have unforeseen delays. Taking on all aspects of the project from clearing the land and roughing in the roads to installing all the infrastructure, (water main and services, sewer main and services and storm drain). structural road materials and managing paving subcontractor. Notable Projects: Gallatin High School, Billion Enterprise, YC Club Village Core, One & Only at Moonlight Basin.

Superintendent - H&H Earthworks (2009 – 2016)

- Managed all day-to-day operations in the field. Same responsibilities as above. Projects included mine rehabilitation, bridge replacement, water, and sewer main installation on numerous commercial projects around Bozeman and surrounding area, and the Livingston High School building addition and track and football field.

Superintendent - Timberline Excavation (2007-2009)

- Building roads and driveways at the Big EZ club in Big Sky. Manage the road building process from the initial stages of layout and pioneering the road into the mountain side all the way through asphalt, while combatting underground springs and mountain erosion issues.

Pipe Foreman - TMC INC. (2003-2007)

- Manged six to eight person crews including operatiors, pipe layers and laborers. Installed main infrastructure, water and sewer lines in large subdivisions including River Rock, Landmark and Cobblestone.

Construction Manager - Accelera Wireless (1998-2003)

- Managed the construction of over 200 Cell Towers in Indiana, South Carolina, Kentucky, Missouri, New Hampshire and New York.

Pipe Foreman - JTL (Knife River) (1993-1998)

- Installed water and sewer mains around the Gallatin Valley

Honorable Discharge U.S. Air Force (1982-1986)

WCC FLEET LIST

Description	Project Location
CAT 908M LOADER	2433 - University of MT
CAT D4 DOZER	2433 - University of MT
CAT 255 SKIDSTEER W/FORKS	2433 - University of MT
CAT 306 MINI EXCAVATOR	2433 - University of MT
CAT CS44B SMOOTH DRUM	2433 - University of MT
PD SERIES LEVEL BEST	2445 - Livingston Aquatic
KOMATSU PC238USLC-11	2445 - Livingston Aquatic
JOHN DEERE 333G SKIDSTEER W/FORKS	2445 - Livingston Aquatic
KOMATSU WA320-8 LOADER	2445 - Livingston Aquatic
HAMM 66" ROLLER	2445 - Livingston Aquatic
CAT 305 MINI EXCAVATOR	2445 - Livingston Aquatic
FREIGHTLINER 2K WATER TRUCK	2445 - Livingston Aquatic
KOMATSU WA320 LOADER	2506 - Hampton
CAT 255 SKIDSTEER	2506 - Hampton
CAT 306 MINI EXCAVATOR W/3 ATT.	2506 - Hampton
VOLVO EC220DL EXCAVATOR	2509 - Laura's Septic
CAT 815F COMPACTOR	2521/2523 - MLW - Southside
KOMATSU PC490 EXCAVATOR	2532 - MLW Cross Country
KOMATSU WA320 LOADER W/FORKS	2532 - MLW Cross Country
DYNAPAC 84" SMOOTH DRUM	2537 - 3 Forks Airport
JOHN DEERE 872G BLADE	2537 - 3 Forks Airport
JOHN DEERE 50G MINI	2546 - O&O Ph. 3
VOLVO ECR58F MINI EXCAVATOR	2546 - O&O Ph. 3
KOMATSU PC210 EXCAVATOR	2546 - O&O Ph. 3
KOMATSU PC290LCI-11	2546 - O&O Ph. 3
KOMATSU PC238USLC-11	2546 - O&O Ph. 3
KOMATSU PC290LCI-11	2546 - O&O Ph. 3
KOMATSU WA320-8 LOADER	2546 - O&O Ph. 3
GEHL AL650 LOADER	2546 - O&O Ph. 3
KOMATSU D51EXi DOZER	2546 - O&O Ph. 3
KOMATSU HM300 HAUL TRUCK	2546 - O&O Ph. 3
CAT 255 SKIDSTEER	2546 - O&O Ph. 3
CAT 305 MINI EXCAVATOR W/2 BKTS	2546 - O&O Ph. 3
CAT 306 MINI EXCAVATOR W/2BKTS	2546 - O&O Ph. 3
VOLVO 54" SMOOTH DRUM	2546 - O&O Ph. 3
JOHN DEERE 245G EXCAVATOR	2611 - Whitaker
CAT 255 SKIDSTEER W/FORKS	2611 - Whitaker
KOMATSU WA320 LOADER	2611 - Whitaker
CAT 306 MINI EXCAVATOR W/2BKTS	2611 - Whitaker
BROCE STREET BROOM	2614 - LMLC General Conditions
KOMATSU PC360LCI-11	2614 - LMLC General Conditions
KOMATSU WA270-7 LOADER	2614 - LMLC General Conditions
CAT 140M MOTOR GRADER	2614 - LMLC General Conditions
VOLVO A30G HAUL TRUCK	2614 - LMLC General Conditions
VOLVO 66" SMOOTH DRUM	2614 - LMLC General Conditions
KOMATSU D61EX DOZER	2614 - LMLC General Conditions
KENWORTH 4K WATER TRUCK	2614 - LMLC General Conditions
VOLVO 54" SMOOTH DRUM	2615 - Happy Ranch
CAT 255 SKIDSTEER	2615 - Happy Ranch
KOMATSU PC390 LCI-11 EXCAVATOR	2618 - Moonlight Crushing
KOMATSU WA320-8 LOADER	2618 - Moonlight Crushing
KOMATSU D61PXi-24 DOZER	2618 - Moonlight Crushing
OSH KOSH 4K WATER TRUCK	2618 - Moonlight Crushing
MULTIQUIP 100KW GENSET	Iron Rentals
DOOSAN G50 GENSET	Iron Rentals
WHISPERWATT 150KW	Iron Rentals
PORTABLE LIGHT TOWER	Iron Rentals
KOMATSU PC88 EXCAVATOR	Iron Rentals
VOLVO ECR58F MINI EXCAVATOR	Iron Rentals
JOHN DEERE 200CLC EXCAVATOR	Iron Rentals
KOMATSU PC290 EXCAVATOR	Iron Rentals
KOMATSU PC228USLC-10	Iron Rentals
KOMATSU PC390 LCI-11 EXCAVATOR	Iron Rentals
CAT 259D SKIDSTEER	Iron Rentals
JOHN DEERE 317G SKIDSTEER	Iron Rentals
KOMATSU WA380-8 LOADER	Iron Rentals
KOMATSU D51EXi DOZER	Iron Rentals
JD 672G MOTOR GRADER	Iron Rentals
KOMATSU HM300 HAUL TRUCK	Iron Rentals
CAT CB24B 47" DOUBLE DRUM ROLLER	Iron Rentals

WILLIAMS
CIVIL CONSTRUCTION

Williams Civil Construction (WCC) Bank Reference

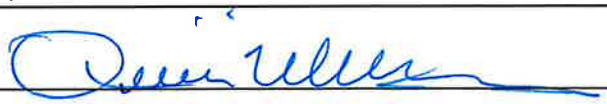
First Montana Bank - Bozeman

Steve King
406-587-2227
sking@firstmontanabank.com

WILLIAMS
CIVIL CONSTRUCTION

Williams Civil Construction (WCC) has never failed to satisfactorily complete a contract.

Name: Quin Williams

Signed: 

Title: President/CEO

Date: 6/16/2026

BOZEMAN
370 Companion Way
Belgrade, MT 59714
406.587.0969

BILLINGS
4003 1st Ave S
Billings, MT 59101
406.534.8075

BIG SKY
47520 Gallatin Rd, Unit 2D
Big Sky, MT 59716
406.587.0969

MISSOULA
3959 Whipporwill Dr.
Missoula, MT 59808
406.587.0969

Kevin Johnson

From: Steve King <sking@firstmontanabank.com>
Sent: Tuesday, June 16, 2026 3:41 PM
To: Kevin Johnson
Subject: [EXT] RE: Williams Civil Construction - Reference Check

WARNING: *External Sender - use caution when clicking links and opening attachments.*

Hi Kevin. Williams Civil is in good standing with our bank. I have not had one issue with them that was a problem! Great client!

Steve

From: Kevin Johnson <krjohnson@dowl.com>
Sent: Tuesday, June 16, 2026 3:33 PM
To: Steve King <sking@firstmontanabank.com>
Subject: Williams Civil Construction - Reference Check

You don't often get email from krjohnson@dowl.com. Learn why this is important

SECURITY ALERT: External email - DO NOT open attachments or click on links if unexpected or from an unknown source!

Hello Steve,

Williams Civil is the apparent low bidder for a sewer replacement project in Bozeman.

As part of our due diligence in support of a recommendation for award we always ask for a banking reference. The only question is whether or not the contractor is in good standing. Hate to start a project with bankrupt contractor – not that has ever happened before. 😊

Don't hesitate to call me if you have any questions.

Thanks,
KJ

Kevin Johnson, PE, BCEE
Senior Project Manager - Water & Wastewater

DOWL

(406) 586-8834 | office
(406) 551-1449 | direct
(406) 539-0904 | cell

dowl.com

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WILLIAMS
CIVIL CONSTRUCTION

MSU Sewer Interceptor WCC Subcontractor List	
Sub Name	**Scope**
Poteet Construction	Traffic Control
High Country Paving Inc.	Hardscape/Flat Work
Abatement Contractors of Montana	Asbestos Abatement

Poteet Construction

Qualifications:

Poteet Construction has been in business since March 1987 working throughout the State of Montana, Idaho, and Wyoming. We have three divisions consisting of Traffic Control, Guardrail, and Signing.

Our largest contract to date was the D-1 Cable Rail Project, which was 43 miles of cable rail in western Montana, $18 million contract with MDT. Poteet Construction was also the Prime Contractor for the Project.

Taft – MDT 8-9 million- Subcontractor

Lookout – MDT 8-9 million-Subcontractor

Great Falls Cable Rail – MDT 6 million-Subcontractor

References:

John Benda MDT 406-523-5858

Brett Lloyd MDT 406-523-5877

Ryan Paulsen MDT 406-751-2046

HIGH COUNTRY PAVING, INC.

ASPHALT - CONCRETE

High Country Paving, Inc. has completed a wide variety of public works, commercial, and residential projects, including roads, streets, subdivisions, parking lots, pathways, runways, and athletic courts. With over 24 years in business High Country Paving has the experience and knowledge to complete any asphalt paving or concrete hardscaping project.

With our full line of equipment, from skid steers to motor graders, we can prepare any type of ground to install your new pavement. Our modern paving equipment has all the latest technology to ensure a smooth and evenly paved surface.

With over 100 years of combined asphalt experience High Country Paving, Inc. has been providing asphalt services to the Gallatin Valley and its surrounding areas. Projects include 2025 Street Improvement 19th Street Mill and overlay for the City of Bozeman, Yellowstone Club Roads for Yellowstone Club Development and POH, Spanish Peaks Roads, Heeds Grocery, Hensen subdivision, South Tracey reconstruction, Livingston downtown revitalization, Hawthorne Elementary School Playground, and many more. We provide asphalt to any specification and a paving crew that is experienced in every aspect of the paving industry, along with customer service that is second to none and a warranty that is the best in the industry.

Our family guarantees high quality asphalt paving and concrete construction, along with customer service that is second to none. We have the ability to complete projects as small as a patch to as large as a subdivision. After completing over 3,500 projects, you can have peace of mind that we have the expertise to get your project done right.

Derek Swenson
5200 Thorpe Road, Belgrade, MT. 59714
(406) 595-4729
derek@highcountrypaving.com

Signature: Derek J Swenson _____

Print Name: Derek J. Swenson _____

Title: Owner _____

References:

Williams Civil Construction
370 Companion Way
Belgrade, MT> 59714
bgummer@willciv.com
(406)587-0969

- 2023 - 2024 Road paving The One and Only
- 2024 Road Milling and Paving Spanish Peaks
- Commercial Parking lot paving projects around Bozeman

Yellowstone Mountain Club
Bryan Ashe
One Yellowstone Mountain Club Trail
Big Sky, MT 59716
brian.ashe@yellowstoneclub.com
(4406)995-7385

- Yellowstone Road Maintenance contracts
  - 2021 Road Maintenance Mill and overlay
  - 2022 Road Maintenance Mill and overlay
  - 2023 Road Maintenance Mill and Overlay
  - 2024 Road Maintenance Mill and Overlay

Genesis Engineering
Chris Wasia, P.E.
204 N 11th Avenue
Bozeman MT. 59715
cwasia@g-e-i.net
(406)281-3319

- Big EZ Road Maintenance contracts
  - 2022 Road Maintenance Mill and overlay
  - 2023 Road Maintenance Mill and Overlay
  - 2024 Road Maintenance Mill and Overlay
  - 2025 Road Maintenance Mill and overlay

City Of Bozeman
Kellen Gamradt, PE
City of Bozeman
Kellen.Gamradt@bozemanmt.gov
(406)582-2283

- 2025 Street Improvements
  - Mill & Overlay 19th Street
- 2026 Street Improvement
  - Mill & overlay
  - Concrete curb and pedestrian ramps

PAST PERFORMANCE

SLETTEN – MT HERITAGE CENTER



Project Information	
1. Company/Division Name	Abatement Contractors of Montana, LLC – Prime Contractor
2. Contracting Agency/Customer	Montana Heritage Center 225 N Roberts Street Helena, MT 59601
3. Contract Number	20685
4. ACM Project Number	2023-220
5. Contract Dollar Value	$614,886.90
6. Period of Performance	1/1/2023-7/30/2025
7. Contracting Officer/POC	Colter Dahlstrom Sletten P.O. Box 2467 Great Falls, MT 59403 Ph: (406) 836-1083 Email: cdahlstrom@sletteninc.com
8. Scope of Work	Abatement Contractors of Montana (ACM) performed the pre demolition asbestos abatement of asbestos containing materials from the MT Heritage Buildings Helena Montana. All work was performed in accordance with all State of Montana Department of Environmental Quality and OSHA Asbestos Standards and Regulations. Asbestos containing waste was disposed of in accordance with DOT and the State of Montana DEQ at a state permitted Class II landfill.

PAST PERFORMANCE

Prospect Construction – City of Choteau Transite Pipe



Project Information	
1. Company Name	Abatement Contractors of Montana, LLC
2. Contracting Agency	City of Choteau
3. ACM Project Number	2023-275
4. Contract Dollar Value	$ 1,979.00
5. Period of Performance	7/17/2023
6. Contracting Officer/POC	Prospect Construction James Gunther 2605 W Broadway, Suite B Missoula MT 59808 Phone: 425-628-1555 Email: jgunther@prospectconst.com
7. Scope of Work	Abatement Contractors of Montana (ACM) performed a transport and disposal of approximately 300lf od 4" Transite pipe from 2st Street SW in Fort Benton MT. All work was performed in accordance with the state of Montana Department of Environmental Quality and OSHA Asbestos Standards and Regulations. Asbestos containing waste was disposed of in accordance with DOT and the State of Montana DEQ at a state permitted Class II landfill.

PAST PERFORMANCE

Asbestos Abatement-Air National Guard





Project Information	
1. Company Name	Abatement Contractors of Montana, LLC
2. Contracting Agency	Jimmy's Roofing/Montana Air National Guard
3. ACM Project Number	2025-225
4. Contract Dollar Value	$ 74,508.31
5. Period of Performance	5/5/2025-6/9/2025
6. Contracting Officer/POC	Chad Nugen Jimmy's Roofing 11401 E Montgomery Street, Ste 2 Spokane Valley, WA 99206 Ph: (509) 863-3956 Email: c_nugen@jimmysroofing.com
7. Scope of Work	Abatement Contractors of Montana (ACM) performed the removal of asbestos containing roofing materials from the Air National Guard building at Malmstrom Air Force Base Montana. All work was performed in accordance with all State of Montana Department of Environmental Quality and OSHA Asbestos Standards and Regulations. Asbestos containing waste was disposed of in accordance with DOT and the State of Montana DEQ at a state permitted Class II landfill.

PAST PERFORMANCE

BAIRCO – MANY GLACIER CAMPGROUND T&D



Project Information	
1. Company/Division Name	Abatement Contractors of Montana, LLC – Subcontractor
2. Contracting Agency/Customer	USDA National Park Services P.O. Box 25287 Denver, CO 80225
3. ACM Project Number	2025-291
4. Contract Dollar Value	$3,789.00
5. Period of Performance	10/07/2025
6. Contracting Officer/POC	Bairco Construction C/O Charlie Cooley 1164 Road 7 Lovelle, WY 82431 (370) 548-6212 Email: charlie@baircoconstruction.com
7. Scope of Work	Abatement Contractors of Montana (ACM) performed a transport and disposal of asbestos containing materials from the Many Glacier Campground located in Babb Montana. All work was performed in accordance with all State of Montana Department of Environmental Quality and OSHA Asbestos Standards and Regulations. Asbestos containing waste was disposed of in accordance with DOT and the State of Montana DEQ at a state permitted Class II landfill.

Bid Tab - MSU Sewer Interceptor Phase 1

Name:	Contractor #:	Affirmation Form:	Bid Bond:	Base Bid Total:
Williams Civil Construction	158949	x	x	$3,182,356.60
CK May Excavating	35949	x	x	$3,453,245.75
COP Construction	1414679	x	x	$5,033,240.00

These bids were opened and read before the undersigned at 2:00 pm on Wednesday, June 10, 2026

Mike Maas
City Clerk

Kellen Gamradt
Engineer II

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

BOZEMAN MT
City Clerk

NOTICE OF AWARD

Dated: **June 23, 2026**

TO: **Williams Civil Construction**

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

PROJECT: **MSU Sewer Interceptor Replacement, Phase 1**

CONTRACT FOR: **City of Bozeman – MSU Sewer Interceptor Replacement, Phase 1**

You are notified that your Bid opened on June 10, 2026, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the: **City of Bozeman – MSU Sewer Interceptor Replacement, Phase 1.** The Contract Price of your Contract is: three million, one hundred, eighty two thousand, three hundred fifty six dollars and 60 cents ($3,182,356.60).

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, that is, by **July 8, 2026.**

1. You must deliver with the Contract Security (Bonds) as specified in the Instruction to Bidders (Article 13), and the General Conditions (paragraph 6.01).
2. 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 route the documents via "DocuSign" for final signature of the Agreement form and provide a fully-executed copy of the Contract Documents.

CITY OF BOZEMAN, MONTANA

BY: _____
(**CITY MANAGER**)

DATE: _____

ATTEST:

BY: _____
(**CITY CLERK**)

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Jamie Grabinski, Procurement Coordinator
Josh Waldo, Fire Chief
Aaron Funk, Controller
Melissa Hodnett, Finance Director

SUBJECT: Ratify the Assistant City Manager's Approval for the Safe Streets 4 All Demonstration Grant for the Gallatin County Post Accident Care (GPAC) Application.

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Grant

RECOMMENDATION: Ratify the Assistant City Manager's Approval for the Safe Streets 4 All Demonstration Grant for the Gallatin County Post Accident Care (GPAC) Application.

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

BACKGROUND: The U.S. Department of Transportation (U.S. DOT) Infrastructure Investment and Jobs Act (IIJA) established the Safe Streets and Roads for All (SS4A) competitive grant program with funding over 5 years, 2022-2026. The City of Bozeman transportation department has received two SS4A grants for a comprehensive safety action plan and supplemental safety action plan. In this fifth year of funding, U.S. DOT has placed an emphasis on safety demonstration activities involving Emergency Medical Services (EMS) providers to improve post-crash care.

In partnership with Best Practice Medicine, the City of Bozeman Fire Department has submitted the third Safe Streets and Roads for All application to obtain funding for the Gallatin County Post Accident Care (GPAC) Demonstration Project. The project will establish a 12-month high-fidelity simulation to implement a Pre-Hospital Whole Blood program across the Highway 191 and I-90 corridors. The immersive simulation cycle will be for 150 emergency medical service (EMS) clinicians from Bozeman Fire, Central Valley Fire, Big Sky Fire, and Hebgen Basin Fire.

Our request is for $2,320,000 with a required 20% match of $580,000 for a total project cost of $2,900,000.00. The match of $580,000 will be provided by Best Practice Medicine as in-kind match and is not a cash contribution from the City.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by Commission.

FISCAL EFFECTS: Total expenditures are expected to be $2,320,000. Expenditures will be made in the General Fund and may require a future budget amendment.

Attachments:
FD SS4A Grant App_Combined.pdf

Report compiled on: June 8, 2026

Gallatin County Post Accident Care (GPAC)

Demonstration Project

Goal: Establish a 12-month Gallatin County Post-Crash Care (GPAC) demonstration project utilizing high-fidelity simulation to implement a Pre-Hospital Whole Blood program across the Highway 191 and I-90 corridors.

1. Executive Summary

This turn-key project satisfies the 5th Pillar of the USDOT Safe System Approach: Post-Crash Care. Through the Safe Streets and Roads for All (SS4A) grant program, the City of Bozeman, in partnership with Gallatin County and regional fire agencies, will demonstrate a mobile clinical validation program to reduce roadway fatalities through early recognition, intervention, and whole blood administration for PAC patients. This project will use a best-in-class data-driven curriculum linked to the TEMSIS and NEMSIS localized data.

2. The GPAC Demonstration Project

The program follows a quarterly PAC, data-driven, immersive simulation cycle for 170 EMS clinicians from Bozeman Fire, Central Valley Fire, Big Sky Fire, and Hebgen Basin Fire, responsible for PAC for 44 million vehicle trips annually in the County.

Quarter	Phase	Activity (8 Hours/Clinician)
Q1	Baseline	Baseline sims on high-injury routes; PHTLS refresher; exsanguination data capture.
Q2	Development	Targeted curriculum built based on Q1 gaps; blood product volume expander familiarization.
Q3	Implementation	Simulated blood administrations; equipment review; Prehospital Blood Impact.
Q4	Quantification	Repeat Q1 simulations; identify if care metrics were improved. Recommendation on Prehospital Blood.

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3. Financial Structure

To ensure this project is budget-neutral for the City of Bozeman, Best Practice Medicine is providing the full 20% match. This includes the donation of our National Mobile Campus asset, using $360k and $220k in specialized technical advisory and system design services. This ensures that 100% of the City's $2.32M federal request can be utilized for direct implementation, education, equipment, and first responder overtime. This project is designed as a Zero-Cash-Outlay for the City and County by leveraging a third-party in-kind match from Best Practice Medicine and previously budgeted training hours for the departments.

4. Operational Feasibility

Training is developed, built, and delivered by the education team at Best Practice Medicine via the National Mobile Campus (NMC), a 1,100 sq. ft. mobile simulation laboratory accredited by the Society for Simulation in Healthcare. Content and objectives derived from regional medical direction input, TEMSIS, and NEMSIS data localized to the routes primarily covered by the designated agencies.

Commitment from the regional medical director in support of GPAC
Commitment from the departments involved in the county in support of GPAC.

5. Regional Impact

Gallatin County serves as the gateway to the American West, facilitating over 44 million vehicle trips annually. With 15,000 vehicles entering the Gallatin Canyon daily, our EMS infrastructure is under disproportionate stress. The $2.9M GPAC Demonstration is the only regional strategy designed to meet the clinical demands of a Tier-1 tourism and freight hub with the resources of a rural mountain community.

At just $0.06 per vehicle trip, GPAC represents a nominal investment to safeguard the 44 million travelers navigating Gallatin County's corridors annually. Ensuring that whether a patient is a local commuter on Jackrabbit Lane or a visitor in the Gallatin Canyon, they receive the highest tier of pre-hospital trauma care available in the country. By funding this gap in the Golden Hour, we aren't just training responders; we are deploying a high-fidelity safety net for a national transit hub, proving that world-class clinical outcomes can be achieved in a rural mountain environment through strategic, data-driven investment.

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Objectives

- Establish baseline trauma clinical readiness in Gallatin County through High Fidelity Simulation (HFS)
- Use available TEMSIS, NEMSIS, and USDOT crash information to inform trauma curriculum designed for the target agencies.
- Renew all EMS providers on Prehospital Trauma Life Support (PHTLS) with a focus on motor vehicle-related incidents.
- Consider the benefits and implications of a prehospital blood program in the county and evaluate the need to implement it if desired.
- Evaluate the use of pre-hospital blood and its connection to localized patient outcomes
- Identify the barriers and solutions to a future pre-hospital blood program.

Target Agencies

Department	Est. Clinicians (Total)	Paramedic / EMT Split	Core Focus
Bozeman Fire (BFD)	**52**	**~28 / 24**	**Urban High-Volume & I-90**
Central Valley Fire	**45**	**~18 / 27**	**I-90 Corridor & Airport**
Big Sky Fire	**41**	**~33 / 8**	**Hwy 191 & Specialized Trauma**
Hebgen Basin	**12**	**~6 / 6**	**Isolated Rural & 191 South**
TOTAL	**150**	**~85 / 65**	**Unified Regional PAC-Network**

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Timeline

May 26, 2026, supplemental submission deadline for SS4A

Approval by NHTSA Estimated by Q4 2026

Estimated demonstration project start Q1 2027

Estimated demonstration project completion date Q4 2028

GPAC Demonstration Outline

Q1: Baseline

- Data Deep Dive: Review TEMSIS, NEMSIS, and USDOT data alongside local EHR records to pinpoint injury patterns and mortality rates on primary and secondary county routes.
- EMD Alignment: Review local dispatch guidelines and suggest updates to trauma coding to better identify calls where blood products are indicated.
- Baseline Simulations: Build four high-fidelity trauma cases based on local data to determine current responder readiness.
- Performance Metrics: Set clear benchmarks for clinical performance, both cognitive and psychomotor, to establish a starting line.
- Field Delivery: Execute baseline simulations for at least 80% of EMS staff at each agency. Sessions will be recorded and stored for future impact comparison.
- Clinician Feedback: Implement a self-report survey for all learners, repeated quarterly to track shifts in perceived value, confidence, and competence.

Q2: Development

- Targeted Training: Roll out four new simulations specifically designed to address the gaps and feedback identified in Q1.
- Clinical Value: Focus learning objectives on the use of pre-hospital blood and current peer-reviewed data regarding its impact.
- Reality Check: Address the logistical and supply chain hurdles involved in a blood program within the simulation environment.
- PHTLS Certification: Complete PHTLS requirements, with the majority of the curriculum delivered through hands-on simulation.
- Tech Integration: Coordinate with ImageTrend to add a blood administration drop-down menu for need vs. actual delivery for real-time data capture across all providers.

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Q3: Implementation

- Advanced Simulations: Develop four new scenarios focused entirely on the consideration and administration of pre-hospital blood.
- Practical Equipment: Introduce simulated blood products and specialized equipment to orient learners to the necessary hardware.
- Focused Feedback: Prioritize scoring and feedback on the clinical use of blood in the field and the physical skills required for administration.
- Impact Tracking: Document changes in clinician-reported confidence and competence resulting from high-fidelity training and the use of simulated products.

Q4: Quantification

- The Final Test: Repeat the original Q1 trauma cases with the inclusion of simulated blood as the primary measurement of the demonstration project.
- Comparison: Score performances against Q1 benchmarks using established cognitive and psychomotor measures.
- Final Self-Assessment: Repeat the learner self-assessment to determine if GPAC improved overall clinical confidence.
- Executive Summary: Present a summative assessment to leadership and medical direction, providing data-backed recommendations for future education and the rollout of pre-hospital blood programs.

On-site high-fidelity simulation

National Mobile Campus is scheduled to be at the department-designated location each quarter to run simulation-based education.

A standardized assessment form for provider performance will be used to track skills improvement and clinician confidence.

Simulation days are scheduled for 8 hours of training time per day, accommodating up to 12 people. Departments commit to registering EMS staff for these events at least one month in advance. This lead time supports pre-event communication and data collection while ensuring a high level of participation.

To reduce staffing strain and back-fill expenses, up to half of the staff scheduled each day may be on shift. While the best practice is for staff to be out of a response posture, providing this flexibility increases participation and reduces departmental costs.

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Example of the Quarterly Schedule Model

Bozeman FD
5 Days on-site simulation

Central Valley FD
4 days on-site simulation

Big Sky FD
4 days on-site simulation

Hebgen Basin FR
2 days on-site

Schedules should be as contiguous as possible to optimize logistics and movement of the simulation lab. Events can be scheduled outside a business-hour model to accommodate call volume, shift changes, and other factors unique to emergency response environments.

Departmental Commitment

As recipients of SS4A funds, the GPAC departments commit to 80% participation of EMS clinicians in quarterly simulation-based learning. This involves eight hours of training per person, per quarter. This commitment is essential to ensure the demonstration project samples a meaningful number of local responders. Consequently, the data gathered from this project will support a formal implementation submission to NHTSA and other national entities.

Regional Department Support

Departments not listed in GPAC with jurisdiction response authority are invited to attend events scheduled at the primary GPAC departments.

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BOZEMAN MT
FIRE DEPARTMENT

May 20, 2026

U.S. Department of Transportation
Office of the Secretary of Transportation
1200 New Jersey Avenue SE
Washington, DC 20590

Re: Subrecipient partnership with Best Practice Medicine, LLC

Dear Secretary of Transportation,

The City of Bozeman is requesting prior approval to partner with Best Practice Medicine, LLC as a subrecipient to deliver the Gallatin County Post Crash Care simulation courses. Best Practice Medicine, LLC is headquartered in Bozeman, MT which provides an ideal solution for our post-crash care educational needs. They will provide a mobile simulation laboratory accredited by the Society for Simulation in Healthcare for training up to 150 EMS clinicians from four different fire agencies in Gallatin County. Additionally, Best Practice Medicine, LLC has committed to providing the required 20% match.

This partnership is a cost benefit to each entity involved. It is estimated that this same type of training available out of state would cost approximately $2,500 per attendee. Also, sending employees out of state will require overtime costs for coverage of shifts and would limit the number of members who could obtain the training.

Lastly, Best Practice Medicine is highly acquainted with the challenges of each fire agency who will be involved in this demonstration project having worked with the agencies on previous projects and training scenarios.

Thank you for your consideration of Gallatin County Post Crash Care demonstration project. If you have any further questions or concerns about this partnership or project, please contact me.

Best Regards,

Josh Waldo
City of Bozeman Fire Chief
josh.waldo@bozemanmt.gov
406-582-2351

CENTRAL VALLEY FIRE DISTRICT
215 Wings Way, Belgrade, MT 59714
Phone 406-388-4480 Fax 406-388-6720

May 14, 2026

Gallatin County Safe Streets and Roads for All (SS4A) Grant Review Committee

RE: Letter of Support for Gallatin County's Safe Streets and Roads for All (SS4A) Grant Application

To Whom It May Concern,

On behalf of Central Valley Fire District (CVFD), I am eager to provide this letter of strong support for Gallatin County's application for the Safe Streets and Roads for All (SS4A) Implementation Grant.

Central Valley Fire District serves one of the fastest growing regions in Montana, covering a large and diverse response area that includes urban, suburban, rural, and wildland-urban interface communities. With continued growth throughout Gallatin County, our emergency response system is experiencing increasing demands related to traffic volume, roadway incidents, and the complexity of emergency medical responses occurring on our transportation corridors.

The investments proposed through the SS4A program are critical to improving roadway safety, reducing fatalities and serious injuries, and strengthening the overall resilience of our transportation system. From the fire service perspective, these efforts directly support our mission to protect life, property, and the safety of the communities we serve.

CVFD strongly supports initiatives that improve responder safety, enhance emergency access, reduce crash frequency, and strengthen post-crash survivability. The ability to integrate advanced responder training, coordinated emergency planning, and data-driven roadway improvements will provide measurable benefits throughout Gallatin County.

As emergency incidents continue to rise across our region, partnerships between local governments, transportation agencies, emergency responders, and healthcare training organizations are more important than ever. Programs that support high-quality trauma response training and coordinated emergency operations help ensure our firefighters, paramedics, EMTs, and partner agencies are prepared to provide the highest level of service during critical incidents.

This grant opportunity represents a meaningful investment not only in safer roads, but in safer communities overall. The long-term benefits of reducing preventable injuries and fatalities while improving emergency response capabilities will positively impact residents, businesses, and visitors throughout Gallatin County.

Central Valley Fire District fully supports Gallatin County's efforts to secure this important federal funding opportunity. We appreciate the leadership and collaboration involved in advancing transportation and public safety initiatives that will serve our communities for years to come.

Sincerely,

Jay C Wittwer

Jay C. Wittwer, CFO, EFO, MPA
Fire Chief
Central Valley Fire District

BEST PRACTICE MEDICINE
601 Haggerty Lane Suite A
Bozeman, MT, 59715
406.602.4202
BestPracticeMedicine.com

May 13, 2026

Fire Chief Josh Waldo

Bozeman Fire Department

901 N. Rouse Ave

Bozeman, MT 59715

RE: Letter of Support for Gallatin County's Safe Streets and Roads for All (SS4A) Grant Application

Dear Chief Waldo,

On behalf of Best Practice Medicine (BPM), I am writing to express our enthusiastic support for Gallatin County's application for the **Safe Streets and Roads for All (SS4A)** Implementation Grant. As a Bozeman-based organization dedicated to improving patient outcomes through high-fidelity clinical education, we recognize that roadway safety is not just an infrastructure challenge, but a critical component of the "Safe System Approach"—specifically regarding effective post-crash care.

Gallatin County continues to experience rapid growth, placing increased pressure on our emergency responders and roadway safety systems. The proposed safety improvements outlined in the County's Action Plan are vital to reducing fatalities and serious injuries. BPM is proud to stand as a partner in this mission by providing specialized training to ensure that, when accidents do occur, our first responders are prepared with the highest level of clinical proficiency.

Central to our support is the utilization of BPM's **National Mobile Simulation Campus**. Based right here in Gallatin County, this facility is uniquely positioned to support the behavioral and operational goals of the SS4A program:

- **Unparalleled Accreditation:** Our mobile campus is the **only facility in Montana** to hold dual accreditation from the **Society for Simulation in Healthcare (SSH)** and the **Commission on Accreditation for Pre-Hospital Continuing Education (CAPCE)**. This ensures that the training provided to Gallatin County responders meets the highest national standards for medical accuracy and educational integrity.
- **Hyper-Realistic Post-Crash Training:** Roadway safety reaches its final, critical line of defense in the moments following a collision. Our mobile campus allows for "in-situ" simulation—bringing a 1,000-square-foot, climate-controlled, high-fidelity learning

environment directly to the departments that need it. This allows responders to practice high-stakes trauma care scenarios in a controlled, repeatable environment.

- **Regional Impact:** By bringing this world-class technology to the rural-urban interface of Gallatin County, we reduce the barriers to elite-level training for volunteer and career departments alike, directly supporting the SS4A goal of enhancing emergency response and medical services to improve survivability.

We are proud to support and endorse Gallatin County's efforts to secure this federal funding. BPM's accredited, mobile simulation-based clinical training creates a comprehensive safety net for every resident and visitor traveling our county roads.

We look forward to collaborating with the Bozeman Fire Department and Gallatin County to make our "Safe Streets" a reality.

Sincerely,

John Rheinbolt

Deputy Chief Operations Officer

Best Practice Medicine

HEBGEN BASIN RURAL FIRE DISTRICT
P.O. Box 1508 ● West Yellowstone Montana 59758 ● Phone: (406) 646-9094 ● Fax: (406) 646-9090

May 20, 2026

Fire Chief Josh Waldo
Bozeman Fire Department
901 N. Rouse Ave
Bozeman, MT 59715

RE: Letter of Support for Gallatin County's Safe Streets and Roads for All (SS4A) Grant Application

Dear Chief Waldo,

On behalf of the Hebgen Basin Rural Fire District, I am writing to convey our strong support for Gallatin County's application for the Safe Streets and Roads for All (SS4A) Implementation Grant.

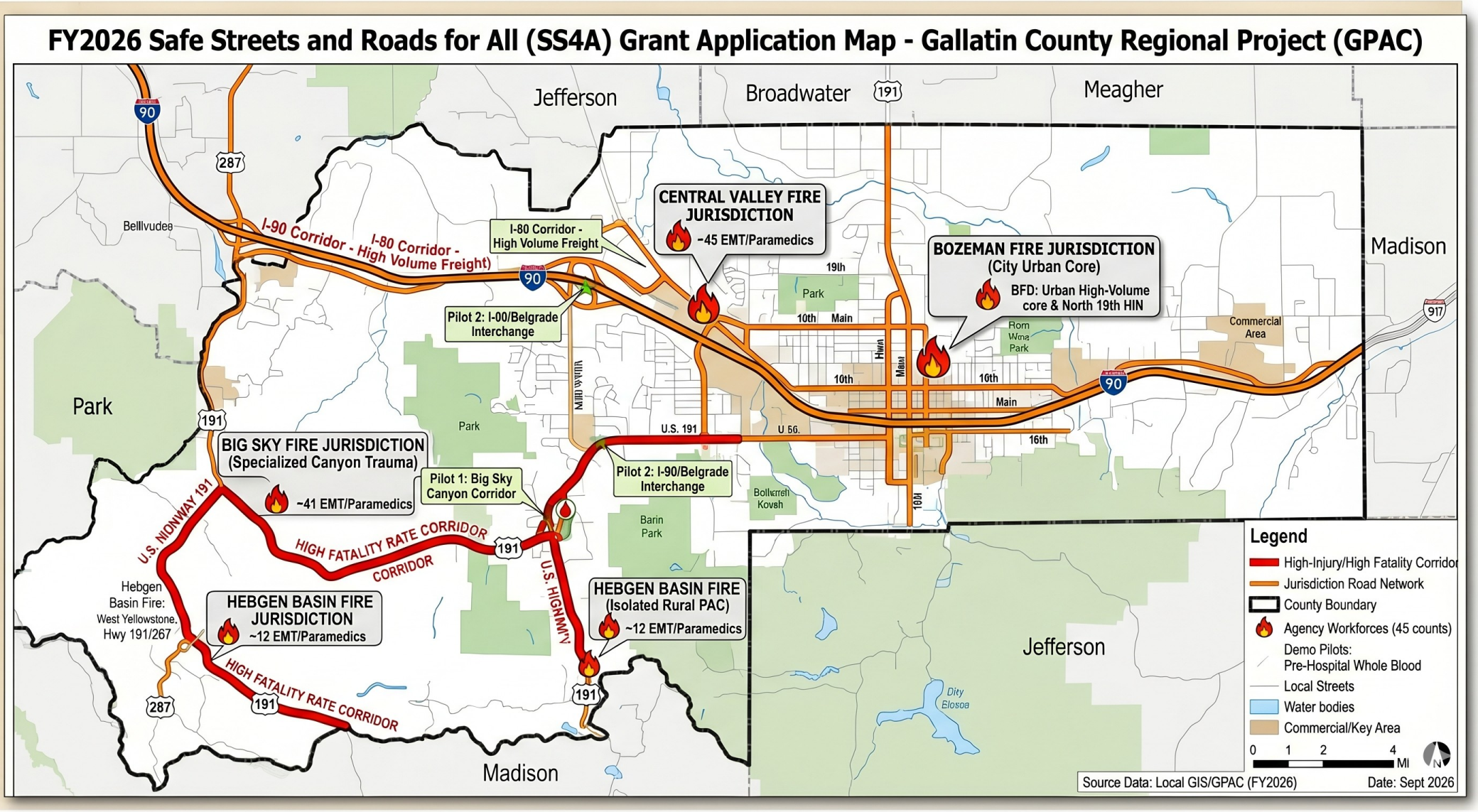
As you know, the Hebgen Basin Rural Fire District is situated in the southernmost part of Gallatin County and borders Yellowstone National Park, the nation's first national park. The West Entrance to Yellowstone is the park's busiest gateway, welcoming more than 2.2 million visitors annually. These visitors primarily access the park via two U.S. highways that serve as critical transportation corridors for residents, tourists, and emergency responders alike.

Gallatin County continues to experience rapid growth, placing increased demands on our emergency response agencies and roadway safety systems. The proposed safety improvements outlined in the County's Action Plan are vital to reducing fatalities and serious injuries throughout our region.

High-quality training for first responders that creates high-stakes trauma care scenarios in controlled and repeatable environments is one of the most effective ways to prepare both volunteer and career personnel. Enhancing emergency response and medical services through advanced training opportunities will improve patient survivability and outcomes for victims of serious traffic incidents.

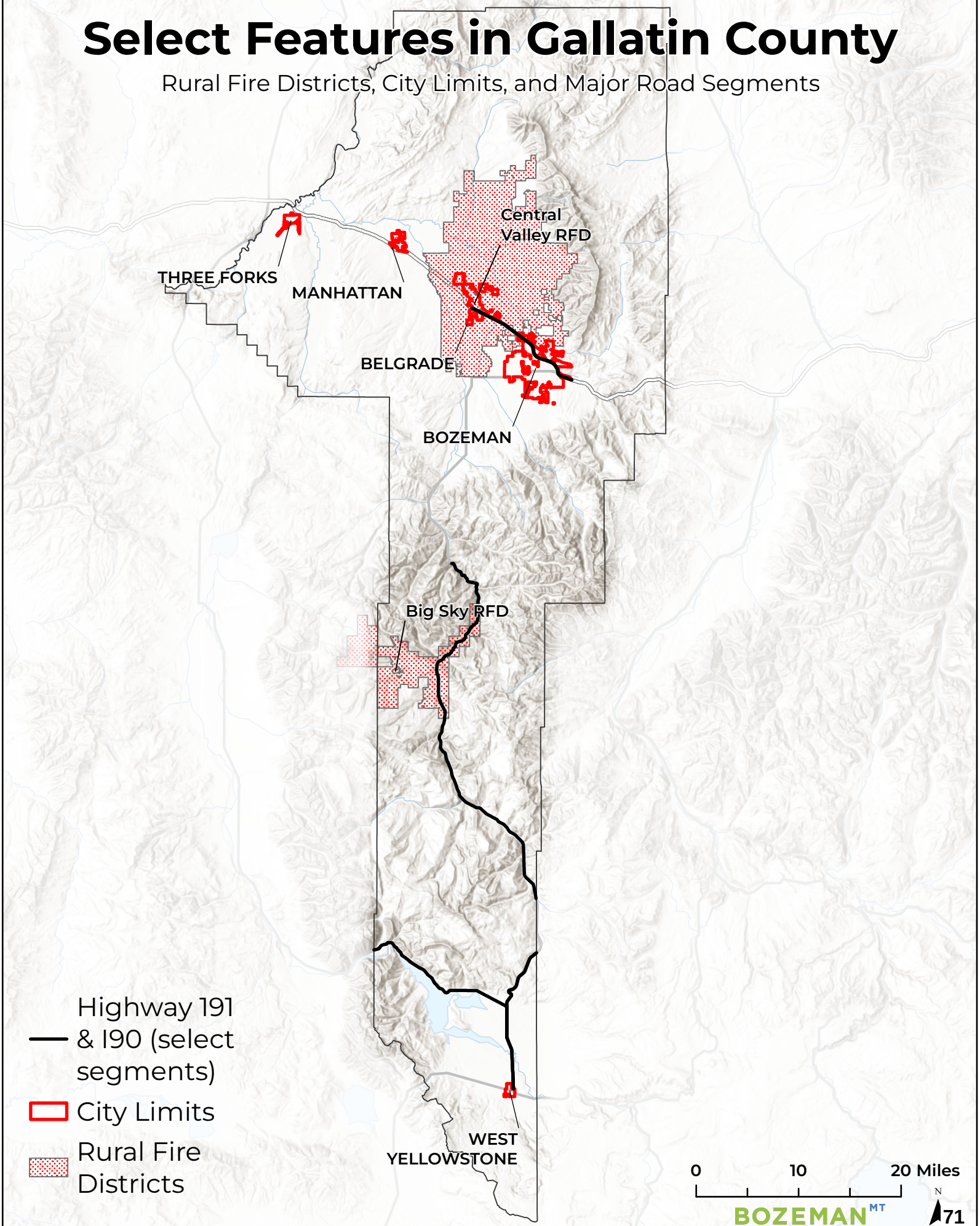
I am proud to endorse Gallatin County's efforts to secure this federal funding for the proposed training program and look forward to continuing our partnership with Gallatin County and allied agencies to make our "Safe Streets" vision a reality.

Sincerely,
Shane Grube
Fire Chief
Hebgen Basin Fire District


FY2026 Safe Streets and Roads for All (SS4A) Grant Application Map - Gallatin County Regional Project (GPAC)
Jefferson
Broadwater
Meagher
Madison
Park
Belllvudee
I-90 Corridor - High Volume Freight
I-80 Corridor - High Volume Freight
CENTRAL VALLEY FIRE JURISDICTION
~45 EMT/Paramedics
BOZEMAN FIRE JURISDICTION
(City Urban Core)
BFD: Urban High-Volume core & North 19th HIN
Pilot 2: I-00/Belgrade Interchange
BIG SKY FIRE JURISDICTION
(Specialized Canyon Trauma)
~41 EMT/Paramedics
Pilot 1: Big Sky Canyon Corridor
Pilot 2: I-90/Belgrade Interchange
U.S. NIONWAY 191
HIGH FATALITY RATE CORRIDOR
CORRIDOR
U.S. HIGNMY
Hebgen Basin Fire: West Yellowstone, Hwy 191/267
HEBGEN BASIN FIRE JURISDICTION
~12 EMT/Paramedics
HEBGEN BASIN FIRE
(Isolated Rural PAC)
~12 EMT/Paramedics
HIGH FATALITY RATE CORRIDOR
19th
10th
Main
16th
U.S. 191
Commercial Area
Legend
High-Injury/High Fatality Corridor
Jurisdiction Road Network
County Boundary
Agency Workforces (45 counts)
Demo Pilots: Pre-Hospital Whole Blood
Local Streets
Water bodies
Commercial/Key Area
0 1 2 4 MI
N
Source Data: Local GIS/GPAC (FY2026)
Date: Sept 2026

Select Features in Gallatin County

Rural Fire Districts, City Limits, and Major Road Segments



Date Exported: 5/22/2026 12:23 PM

SS4A Planning and Demonstration Grant Application - Estimated Budget

This budget template should be submitted with a Planning and Demonstration Grant application. This template is structured based on Table 3 of the FY26 NOFO and illustrat project-level budget estimation. Please be as detailed as possible.

Please note that this form is set up to calculate project costs from any sub-activities and to calculate subtotals and totals. Please only enter information into white cells; the the inputs to the white cells. If you add or remove rows to meet your project needs, check that these calculations are correct before submitting.

Note: The "Other Federal Funds" column listed below may include funds directly received from a Federal agency or funds received through a pass through agency (e.g., s originated as federal funds.

Estimated Budget

Itemized Estimated Costs to Develop or Update an Action Plan (if applicable)

Activities	SS4A Federal Funding Request	SS4A Non-Federal Match	Total SS4A Project Cost
New or Updated Action Plan	$ -	$ -	$ -
Component	$ -	$ -	$ -
Component	$ -	$ -	$ -
Component	$ -	$ -	$ -
Subtotal Budget for New or Updated Action Plan	**$ -**	**$ -**	**$ -**

Itemized Estimated Costs of Supplemental Planning Activities (if applicable)

Activities	SS4A Federal Funding Request	SS4A Non-Federal Match	Total SS4A Project Cost
Supplemental Planning Activity #1	$ -	$ -	$ -
Component	$ -	$ -	$ -
Component	$ -	$ -	$ -
Component	$ -	$ -	$ -
Supplemental Planning Activity #2	$ -	$ -	$ -
Component	$ -	$ -	$ -
Component	$ -	$ -	$ -
Component	$ -	$ -	$ -

Subtotal Budget for Supplemental Planning Activities	**$ -**	**$ -**	**$ -**
Itemized Estimated Costs of Demonstration and Pilot Activities (if applicable)			
Activities	**SS4A Federal Funding Request**	**SS4A Non-Federal Match**	**Total SS4A Project Cost**
Demonstration/Pilot Activity #1	**$ 2,320,000.00**	**$ 580,000.00**	**$ 2,900,000.00**
Travel	*$ 5,000.00*	*$ -*	*$ 5,000.00*
Equipment	*$ 188,000.00*	*$ -*	*$ 188,000.00*
Supplies	*$ 50,000.00*	*$ -*	*$ 50,000.00*
Contractual	*$ 2,065,000.00*	*$ 580,000.00*	*$ 2,645,000.00*
Indirect cost	*$ 12,000.00*	*$ -*	*$ 12,000.00*
Demonstration/Pilot Activity #2	**$ -**	**$ -**	**$ -**
Component	*$ -*	*$ -*	*$ -*
Component	*$ -*	*$ -*	*$ -*
Component	*$ -*	*$ -*	*$ -*
Subtotal Budget for Demonstration and Pilot Activities	**$ 2,320,000.00**	**$ 580,000.00**	**$ 2,900,000.00**
Total Budget for Planning and Demonstration Activities	**$ 2,320,000.00**	**$ 580,000.00**	**$ 2,900,000.00**

tes the appropriate level of detail for

gray shaded cells are calculated based on

state governmental agency) that

Other Federal Funds (if applicable)
$ -
$ -
$ -
$ -
$ -

Other Federal Funds (if applicable)
$ -
$ -
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$	-
Other Federal Funds (if applicable)	
$	-
$	-
$	-
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$	-
$	-
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$	-

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Benjamin Bailey, Neighborhood Services and Code Compliance Program Manager

SUBJECT: Authorize the City Manager to Sign a Notice of Award and Contract Documents for Weed and Overgrowth Abatement Services with Clean Slate Group, LLC for FY27-FY29

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to sign a Notice of Award and Contract Documents for Weed and Overgrowth Abatement Services with Clean Slate Group, LLC for FY27-FY29.

STRATEGIC PLAN: 3.1 Public Safety: Support high quality public safety programs, emergency preparedness, facilities, and leadership.

BACKGROUND:

The City of Bozeman ("COB") has historically abated weed and overgrowth violations on properties which have been delinquent in the maintenance of such. The Bozeman Municipal Code specifically outlines the responsibility of maintenance of COB rights of ways to the adjoining property owner. When a property owner does not adhere to the City of Bozeman Municipal Code in regard to weeds/overgrowth, the city has the authority and jurisdiction to abate the nuisance. If the property is deemed to be hazardous, no notice is required by Bozeman Municipal Code. In general, Code Compliance Division receives complaints from the public, through an online reporting platform, a Code Compliance Officer then verifies if there is a violation of the Bozeman Municipal Code. The Code Compliance Officer then attempts to contact the property owner/responsible party by direct contact, calling the property owner/responsible party and sending a notice of violation to the property tax mailing address. This is done in an attempt to notify the property owner of the violation, so that they may abate the nuisance themselves. Should the property owners not abate the nuisance, they become delinquent, and after a period of 10 days of being notified, the City of Bozeman has the authority to abate the nuisance. See BMC 16.04.010 and 16.04.020

UNRESOLVED ISSUES: None known

ALTERNATIVES: As suggested by Commission

FISCAL EFFECTS: Weed and Overgrowth Abatement service fiscal effects for private property abatements are negligible, as property owners are invoiced for contracted services. Weed and Overgrowth Abatement for public property (alleyways, streets, paths, sidewalks, bike lanes) are anticipated to be around $12,000 to $15,000, which is budgeted and paid for out of the Neighborhood Services Department (General Fund).

Attachments:
Notice of Award Clean Slate Group.docx
2026 PSA Weed and Overgrowth Abatement.docx

Report compiled on: June 10, 2026

NOTICE OF AWARD

Dated: ___6/5/2026_____

TO: ___Clean Slate Group, LLC._____

ADDRESS: ___34 Outlier Way, Bozeman, MT 59718_____

PROJECT: _**Weed and Overgrowth Abatement 2026**_____

CONTRACT FOR: __**Weed and Overgrowth Abatement 2026**_____

You are notified that your Bid opened on__**5/27/2026**___, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the: _**Weed and Overgrowth Abatement 2026**____.

Three (3) copies of each of the proposed Contract Documents accompany this Notice of Award.

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

1. You must deliver to the OWNER Three (3) fully executed counterparts of the Agreement including all the Contract Documents.

2. You must deliver to the OWNER Three (3) fully executed counterparts of Appendix A (Nondiscrimination and Equal Pay affirmation)

3. List other conditions precedent: You must deliver with the executed Agreement the Certificates of Insurance as specified in the Professional Services Agreement section nine (9). You must also deliver a statement pursuant to section nineteen (19) of the Professional Services Agreement regarding the intent (or lack thereof) of utilizing Generative Artificial Intelligence (AI).

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: _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this **23rd** 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, **Clean Slate Group, LLC, 34 Outlier Way, Bozeman, MT 59718**, 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 **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. 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. Prevailing Wage Requirements

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 11, 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. Termination for City's Convenience:

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 12(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. **<u>City's Representative</u>**: City's Representative for the purpose of this Agreement must be Benjamin R. Bailey, Neighborhood Services and Code Compliance Program Manager 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 __***Scott Aamodt***_ 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. Web Accessibility and the ADA: Title II of the ADA prohibits discrimination against people with disabilities in all services, programs, and activities offered or made available by City. This includes ensuring that City's communications with people with disabilities are as effective as its communications with others.

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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. **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.

25. 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.

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

27. 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.

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

29. 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.

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

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

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

33. **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.

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

35. **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.

36. **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.

37. **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 Services Weed and Overgrowth Abatement 2026

1. WORK TO BE PERFORMED.

a. The conditions set forth herein shall apply to all work performed by the Contractor on behalf of City.

b. The Contractor will perform all work in accordance with the standards found in Bozeman Municipal Code Chapter 16 Article 4, Chapter 16 Article 5.330 (3)[b], and Chapter 38.400.100 (Street Vision Triangle) acting in place of the landowner when assigned by City representative.

2. SPECIFICATIONS.

a. The Contractor is to perform weed and overgrowth abatement of sidewalks, streets, alleyways, including some vacant unimproved private property parcels and any other areas determined by the City representative through various methods such as, but not limited to: cutting, trimming, mowing, bush hogging, disposal of trimmings, etc. The Contractor is also to develop Community Engagement and Education materials for distribution to the public.

b. The Contractor is required to maintain a database, using a platform approved by the City representative, of all documentation related to the execution of services herein.

c. The City will prepare a weekly list of properties that are in violation of the provisions outlined in Bozeman Municipal Code 16.04.010, 16.04.020, 16.05.330 (3)[b] and 38.400.100 (Street Vision Triangle), submit it to the Contractor no later than Monday at 5:00 pm for each week in which Contractor services are required. The City will take a photograph of the nuisance for each property in violation to document the condition of the nuisance on the property at the time cleanup is ordered and to aid the Contractor in identification. The City will also take a photograph of the door hanger left for each property in violation or upload a copy of the Notice of Violation. Both photographs/document will be provided to Contractor and must be maintained in a database organized by each property address.

d. The Contractor will take a photograph of the property immediately before and after the abatement proceedings. Photographs should show identifying

scene markers as to confirm address/property location. The property address, date and time of removal activities must be recorded on the photographs. Photographs should be taken from approximately the same location for easy reference at a later date. All photographs must be maintained in a database organized by each address and must accompany the Contractor's billing invoice for payment of any abatement services. The Contractor may be summoned to testify in court regarding photographs and work performed.

e. The Contractor shall use equipment which shall be of a weight that will not damage the sidewalk or adjacent property.

f. The Contractor shall maintain its operation within the public right of way, unless previously approved by the City of Bozeman staff for a private property abatement. **In no such cases should the use of chemicals be utilized for noxious weed abatement on private property without written consent of the property owner.**

g. Weeds and Overgrowth nuisances must be abated in accordance with the specifications set forth in 16.04.010, 16.04.020,16.05.330 (3)[b] and 38.400.100 (street vision triangle), before payment will be made to the Contractor, and all trimmings of such removed.

h. Should the use of chemicals be used/approved to abate a noxious weed on public property, Contractor shall refrain from depositing any resulting chemical deposits onto private property, grassed, or landscaped area.

3. TIME.

a. The Contractor shall complete abatement operations for each non-compliant property within five (5) days of being assigned by the City.

b. The City shall grant an equivalent time extension for each day past the deadline for submission to Contractor referenced in section 2c. The contractor may be required to work on any day of the week, including holidays.

4. MATERIALS, EQUIPMENT ANDLABOR.

a. The Contractor undertakes and agrees to furnish and pay for all work equipment, tools, materials, labor, transportation and supervision necessary to perform the work herein described.

5. INDEPENDENT CONTRACTOR.

It is agreed that in the performance of the work herein specified, the Contractor is an independent contractor, responsible to the City only as to the results to be obtained in the work herein specified, and to the extent that the work shall be done in accordance with the terms, plans and specifications furnished by the City.

6. PAYMENTS.

a. Payments shall be made by the City upon the Contractor furnishing satisfactory evidence of the work performed. Payment shall be made at the rate of **(see attachment A)** . The contractor shall keep written records necessary to justify claims for payment. Such records shall include the address at which the work was performed, the date and time the work was done and the square footage of abated work. The City shall make payment for work performed within thirty days after receipt of a written claim in City accepted format for payment.

b. The Contractor may charge a Mobilization Fee of not more than $**75** dollars for services which do not include UTV toolcat, and not more than **$125** dollars which include the UTV toolcat; in the event the Contractor is asked by the homeowner, or the City, to stop their work at any time before the work is complete. In the event partial work was performed the Contractor may charge the agreed rate for the square footage cleared in addition to the Mobilization Fee.

c. The Contractor reserves the right to charge less than quoted per square foot price, but not to raise prices without negotiating an amendment to the agreed upon contract.

d. Contractor shall submit billings to the City no later than the 10th of the month for all work completed during the prior month.

Attachment A

Service	Rates (per crew member)
Backpack Weed Spraying	$75/Hr + Chemical Cost
UTV (Toolcat) Weed Spraying	Mobilization Fee + up to 1hr machine time: $250 + Chemical costs Additional Machine Time: $120/hr billed in 15-minute increments + chemical costs
Manual/Handheld Equipment Hedge/Tree Trimming & Debris Disposal	$75/hr
UTV (toolcat) Brush Mowing	Mobilization + up to 1 hr Machine Time: $300 Additional Machine Time: $140/hr billed in 15-minute increments
Manual/Handheld Equipment Brush Cutting and Property Clearing	$75/hr
Community Engagement & Education Services/Materials Distribution	$75/hr + materials costs (e.g. door hangars) In-House Education Materials Graphic Design: $115/hr

General/Basic Labor	$65/hr

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Bob Murray, Project Engineer
Shawn Kohtz, Utilities Director

SUBJECT: Authorize the City Manager to Sign a Notice of Award for the Valley Center Lift Station and Force Main project to Sime Construction, Inc., for the Base Bid in the Amount of $1,892,731.72, and Final Contract Documents Once Received

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to sign the Notice of Award for the Valley Center Lift Station and Force Main project to Sime Construction, Inc., for the Base Bid in the amount of $1,892,731.72, and final contract documents once received

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

BACKGROUND: Attached is a copy of the Notice of Award for the above referenced project. This work is pursuant to an amendment to the Wastewater Facility Plan that was previously approved by the Commission. That amendment split the Hidden Valley drainage zone into two zones which allows development to occur west of Davis Lane including the Turnrow low-income housing development. Completion of the lift station by the City is a condition of an agreement with the Turnrow development (agreement attached). The project includes a new wastewater lift station that will be constructed near the Valley Center Road/Valley Center Spur intersection, and 3100 feet of force main to connect the lift station to the existing gravity sewer system near Davis Lane.

Bids for the above-referenced project were opened on June 10, 2026, with 2 bids being received. The low bid was submitted by Sime Construction, Inc. in the amount of $1,892,731.72. The engineer's estimate was $2,893,000. The Notice of Award, Engineers Award Recommendation, and the Bid Tabulation are attached.

UNRESOLVED ISSUES: None

ALTERNATIVES: As suggested by the Commission

FISCAL EFFECTS: $ 1,892,731.72 from the Wastewater Fund, Project Number WW134. The FY25-26 Carryover has a budget of $5,175,500 for the project.

Attachments:
Valley Center Lift Station and Force Main Project_Notice of Award.pdf
Recommendation to Award Contract and Bid Tab(Valley Center Lift Station and Force Main Project).pdf
2795883 Development Agreement for Provision of Utilities and Affordable Housing.pdf

Report compiled on: June 10, 2026

NOTICE OF AWARD

Date of Issuance: June 10, 2026

Owner: City of Bozeman — Owner's Project No.:

Engineer: HDR Engineering, Inc. — Engineer's Project No.: 10375316

Project: Valley Center Lift Station and Force Main Project

Contract Name: N/A Valley Center Lift Station and Force Main Project

Bidder: Sime Construction, Inc.

Bidder's Address: 190 Ramshorn Drive, Bozeman, MT 59718

You are notified that the Owner has accepted your Bid dated **June 9, 2026**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: **Valley Center Lift Station and Force Main Project.**

The Contract Price of the awarded Contract is **$1,892,731.72**. 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 (1) 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 two (2) 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.

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
By *(signature)*: _____
Name *(printed)*: _____
Title: _____
Copy: Engineer

June 10, 2026

Mr. Bob Murray, PE
Engineer III
City of Bozeman Engineering Division
20 East Olive Street
Bozeman, MT 59715

Subject: Recommendation to Award Contract (Valley Center Lift Station and Force Main Project)

Dear Mr. Murray,

This letter presents bid results related to the referenced project, provides a bid and bidder review, and provides a bid recommendation.

Bid Results Summary

HDR has completed its evaluation of the two (2) bids that were opened and publicly read on June 9, 2026, at 2:00 PM local time for the Valley Center Lift Station and Force Main Project. The table shown below presents the verified bid totals:

Valley Center Lift Station and Force Main Project Bid Totals

Contractor	Base Bid
Sime Construction, Inc.	$1,892,731.72
CK May Excavating, Inc.	$2,036,139.80

Each bid package submitted to the City of Bozeman has been reviewed by HDR for discrepancies. Based on our review of the bids submitted, Sime Construction, Inc. is the apparent low bidder with a bid of $1,892,731.72, which was lower than the Engineer's Opinion of Probable Construction Cost of $2,893,000. The difference between the Engineer's Opinion of Probable Construction Cost and the bids received is greater than typically anticipated for this type of construction project as a result of taking a conservative approach to the estimated construction costs associated with the required winter shutdown (e.g., multiple mobilizations, etc.), the potential for elevated pricing based on anticipated Contractor backlog due to bid timing, an increase in dewatering cost to account for the potential to encounter elevated groundwater conditions, and the likelihood of increased competition within the public bid environment, as it appears private development work might be in a slight cooling period relative to recent years. HDR does not believe that any major work elements were missed or not included in the bids that were received.

Bidder Responsiveness

Sime Construction, Inc. supplied the required documents with their bid, including a properly signed bid form and bid bond. Therefore, HDR considers Sime Construction, Inc.'s bid to be responsive.

Bidder Responsibility

As required by Article 3 in the Instructions to Bidders (Qualifications of Bidders), Sime Construction, Inc. submitted their Bid Questionnaire, and all required documentation. Upon review of Sime Construction, Inc.'s Bid Questionnaire and project references, HDR considers Sime Construction, Inc. to be a responsible bidder.

Recommendation

Based on HDR's review of the provided documentation, references, and availability to perform work; HDR recommends that Sime Construction, Inc. be awarded the contract based on the base bid of $1,892,731.72.

If you have any questions or concerns, please don't hesitate to contact me.

Sincerely,
HDR Engineering, Inc.



Jarrett Moran, PE
Project Manager

Enclosure: Certified Bid Tabulation

Cc File
Brooke Robinson, EIT

Bid Tabulation
City of Bozeman, MT
Valley Center Lift Station and Force Main Project
June 9, 2026

Base Bid	Sime Construction, Inc.	CK May Excavating, Inc.
Base Bid	$1,823,991.80	$1,965,980.00
Contingency Allowance	$50,000.00	$50,000.00
State of Montana Gross Receipts Tax (1%)	$18,739.92	$20,159.80
Total Base Bid Price	$1,892,731.72	$2,036,139.80

Certified By:



Jarrett Moran, PE
Project Manager
HDR Engineering, Inc.

After recording return to:
Bozeman City Clerk
PO Box 1230
Bozeman, MT 59771-1230

2795883
Page 1 of 12 02/16/2023 03:04:22 PM Fee: $96.00
Eric Semerad - Gallatin County, MT MISC

DEVELOPMENT AGREEMENT
FOR PROVISION OF UTILITIES AND AFFORDABLE HOUSING

This DEVELOPMENT AGREEMENT FOR PROVISIONS OF UTILITIES AND AFFORDABLE HOUSING ("Agreement") is made and effective this 31st day of January, 2023, by and between the CITY OF BOZEMAN, MONTANA, a self-governing municipal corporation organized and existing under its Charter and the laws of the State of Montana, 121 North Rouse Avenue, Bozeman, Montana, ("City") and Virga Venture II LLC with a mailing address of P.O. Box 1070, Bozeman, MT 59771 ("Developer"). The City and Developer may individually be referred to as "Party" or collectively referred to herein as "the Parties."

WHEREAS, the Developer desires completion of certain public wastewater system improvements to benefit its property, and all lots and parcels constituting the property, recently annexed into the City of Bozeman through resolution number 5440, adopted by the Bozeman City Commission ("City Commission") on November 15, 2022 and legally described as (the "Property"):

> Three parcels of land as described in Warranty Deed document number 2736653 Parcel 1 and Parcel 2 and the parcel described in Warrant Deed document number 2736654; situated in the NE 1/4 of Section 27, Township 1 South, Range 5 East, Principal Meridian, Gallatin County, Montana, and being more particularly described as follows:
>
> Commencing at the E 1/4 of Section 27, Township 1 South, Range 5 East, thence N.0°36'43"E. a distance of 189.78 feet to **the Point of Beginning** being the northeast corner of Tract 1 of Certificate of Survey No. 3035; thence N.0°36'43"E. a distance of 464.88 feet along the east line of said Section27 to the south line of highway right of way per Bargain and Sale Deed Book 145, Page 293; thence N.89°23'17"W. along said right of way a distance of 50.00 feet; thence N.0°36'43"E. a distance of 195.38 feet; thence along a non-tangent curve to the left having a radius of 523.09 feet and a central angle of 17°34'16" for an arc length of 160.42 feet, said curve having a chord bearing of N.9°16'00"W. for 159.79 feet to the southwest line of highway right of way per Bargain and Sale Deed Film 143, Page 643; thence N.33°51'43"W. a distance of 120.68 feet; thence N.53°32'27"W. a distance of 1350.11 feet; thence N.39°33'03"W. a distance of

62.05 feet; thence N.53°32'27"W. a distance of 302.20 feet; thence N.54°16'17"W. a distance of 147.56 feet; thence along a non-tangent curve to the left having a radius of 1849.86 feet and a central angle of 11°37'40" for an arc length of 375.42 feet, said curve having a chord bearing of N.61°36'08"W. for 374.77 feet; thence N.82°50'39"W. a distance of 59.79 feet; thence along a non-tangent curve to the left having a radius of 1834.86 feet and a central angle of 19°20'05" for an arc length of 619.18 feet, said curve having a chord bearing of N.78°53'01"W. for 616.25 feet; thence S.0°36'05"W. a distance of 2552.36 feet along the mid section line of Section 27 to the C 1/4 of Section 27; thence N.89°29'32"E. a distance of 2221.92 feet along the mid section line of Section27 to southwest corner of Tract 1 of Certificate of Survey No. 3035; thence N.0°36'43"E. a distance of 189.74 feet; thence N.89°29'25"E. a distance of 420.77 feet to **the Point of Beginning** containing 114.69 acres more or less;

WHEREAS, the City desires to facilitate the Developer's request to expedite the construction of a wastewater system improvement project, the Valley Center Lift Station, to service all lots and parcels within the Property that cannot gravity drain into the Cattail Creek Drainage Basin, the Hidden Valley Lift Station, Davis Lane Sewer Line or any other planned lift station;

WHEREAS, to expedite construction of the Valley Center Lift Station, the City must take certain discretionary actions to amend the City of Bozeman Wastewater Collection Facilities Plan, 2015 ("the Facility Plan") and to amend its wastewater facilities Capital Improvement Plan ("CIP");

WHEREAS, in exchange for the City's efforts to expedite construction of the Valley Center Lift Station and allowing a portion of the Property to gravity drain to the Cattail Creek basin, the Developer agrees to provide land and easements necessary for the construction of the Valley Center Lift Station and associated sanitary sewer infrastructure and contribute to the City's efforts to increase the availabiltiy of affordable housing, and;

WHEREAS the Developer and the City desire to set forth the terms of their agreement in writing.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation: The foregoing recitals of this Agreement are contractual and are hereby incorporated by reference.

2. City Required Actions:

a. The City must conduct a public meeting to determine whether to amend the Facility Plan to revise the Baxter Creek Drainage Basin into two smaller drainage basins based on topography, long-term operation and maintenance, constructability, and regional planning considerations. As a condition to the Developer's Required Actions, as listed below, the City must amend the Facility Plan as described herein. Should the City not amend the Facility Plan as described above, this Agreement is void and shall be released pursuant to Section 5 of this Agreement, subject to any survival provision in Section 13.

b. If the City amends the Facility Plan as described above, the City must conduct a public meeting to adopt a Capital Improvements Plan ("CIP") that includes the construction of the Valley Center Lift Station. As a condition to the Developer's Required Actions, as listed below, the City must amend the CIP as described herein. Should the City not amend the CIP as described above, this Agreement is void.

c. The City has completed a facility planning level analysis that shows a portion of the Property has the potential to gravity drain into the Cattail Creek Drainage Basin. The adjacent Cattail Creek Drainage boundary is located along the Davis Lane transportation corridor in relation to the Property. The approximate area within the Property that can or could potentially gravity drain into the Cattail Creek Drainage Basin is generally depicted on Exhibit A.

   Upon Developer's submission of one or more development applications proposing to connect development within the area generally depicted on Exhibit A and City approval of the development application(s), the City agrees to allow the lots, tracts and areas of the Property that can gravity drain to utilize the existing sanitary sewer facilities in the Cattail Creek Drainage Basin. All future development within the Property requesting to gravity drain into the Cattail Creek Drainage Basin must demonstrate that such a configuration satisfies City engineering design standards and specifications and conforms to the requirements in the Bozeman Municipal Code. All wastewater infrastructure required to serve the development must receive engineering infrastructure approval prior development approval.

   The drainage area depicted in Exhibit A is an approximation of the actual area of the Property that could potentially gravity drain into the Cattail Creek Drainage Basin and is shown strictly to clarify the terms of this Agreement. All other areas identified within the Property that cannot satisfy the City's engineering standards to gravity drain into the Cattail Creek Drainage Basin must gravity drain into either the future Valley Center Lift Station or Hidden Valley Lift Station as determined solely by the City in accordance with its Facility Plan, as amended.

d. The City will use best efforts to complete construction of the Valley Center Lift Station prior to December 31, 2026. The City will provide the Developer quarterly progress reports on the construction of the Valley Center Lift Station, including any construction delays and the cause thereof. All costs associated with construction of the Valley Center Lift Station and the construction of the sewer force main to connect the Valley Center Lift Station to the Cattail Creek Drainage Basin are the sole responsibility of the City. Future development of the Property is exempt from any special improvement district, payback district, or any other financing mechanism used by the City to fund construction of the Valley Center Lift Station, the sewer force main to connect the Valley Center Lift Station into the Cattail Creek Drainage Basin. The Property is not exempt from special improvement districts, payback districts, or other financing mechanisms for other infrastructure including but not limited to water supply and transportation infrastructure. Notwithstanding the above, the Property is subject to all impact fees, building permit fees, or any other generally applicable fees or assessments.

e. The City, at the City's sole cost, will use best efforts to construct a sewer force main to connect the Valley Center Lift Station into the Cattail Creek Drainage Basin concurrent with or prior to construction of the Valley Center Lift Station. The sewer force main connection will likely occur at the intersection of East Valley Center and Davis Lane, however the final tie-in location will be determined by the City during the design stage of the sewer force main and Valley Center Lift Station projects. The Developer is advised that the City does not reserve capacity of its sewer infrastructure. Use of capacity in sewer infrastructure is on a first come, first served basis.

3. Developer Required Actions:

a. Subject to the City amending the Facility Plan and adopting the CIP for the construction of the Valley Center Lift station and sewer force main connecting it to the Cattail Creek Drainage Basin, the Developer must grant a utility easement to the City for the location of the Valley Center Lift Station and related infrastructure, including but not limited to the sewer force main, in a location and size as agreed upon by the Parties, as generally depicted on Exhibit B, prior to approval of any preliminary plat application for any portion of Property that cannot gravity drain into the Cattail Creek Drainage Basin. Developer must also identify the proposed easement area on any preliminary plat submission.

b. Upon the filing of final plat with the Gallatin County Clerk and Recorder that includes the parcel on which the Valley Center Lift Station is located, Developer must transfer fee simple ownership of the parcel on which the utility easement exists, as identified on an approved preliminary plat application, on which the

City will locate and construct the Valley Center Lift Station and related infrastructure, as generally depicted on Exhibit B. Developer understands the construction of the Valley Center Lift Station is contingent upon approval of one or more actions by the City.

c. Developer agrees to transfer to the City of Bozeman, a community land trust, or other qualified third party acceptable to the City a five-acre parcel of land for the development of affordable housing (the "Affordable Housing Parcel"). The Affordable Housing Parcel lot must be created and platted concurrently with the parcel on which the Valley Center Lift Station will be located. After fulfillment of the City's Required Actions and concurrent with filing of a final plat with the Gallatin County Clerk and Recorder on which the Affordable Housing Parcel is located, Developer must transfer fee simple ownership of the Affordable Housing Parcel. The Affordable Housing Parcel must be subject to a Covenant, Condition, and Restriction acceptable to the City to run with the land for 75 years from the date the Covenant, Condition, and Restriction is recorded.

4. Conditions: Nothing in this Agreement removes the Developer's obligations to meet all applicable requirements for annexation, subdivision, or zoning. This Agreement does not give the Developer any interest or control in how the City completes the Valley Center Lift Station, nor does the Developer have an interest in or become a beneficiary of the City's design, engineering, or construction contracts associated with the Valley Center Lift Station.

5. Waiver of Claims, Limitation of Liability, and Indemnity: To the fullest extent permitted by law, Developer waives all claims against the City, its officers and employees, agents, insurers, contractors, and consultants for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to City's performance under this Agreement including the discretionary acts to amend the Facility Plan and adopt the CIP necessary to construct the Valley Center Lift Station and associated sewer infrastructure. In addition, this waiver applies to the City's construction of the Valley Center Lift Station, including delay of completion of the same that may affect Developer. Furthermore, the Developer recognizes that if the City does not complete the City's required actions, the Developer's sole and exclusive remedy against the City is to be relieved of all obligations under this Agreement, except those provisions of this Agreement that survive the termination of this Agreement. In the event of default by the City, at no fault of the developer, the City shall provide, in recordable form, a written release of the Developer from this Agreement.

   In addition to the above, the Developer shall defend and indemnify the City from any claims brought against the City by any of Developer's partners, investors, creditors, lenders, agents, or any other entity associated with the Developer for claims related to the City's performance under this Agreement including the discretionary acts to amend the

Facility Plan and adopt the CIP for the construction of the Valley Center Lift Station and sewer force main and the City's construction of the Valley Center Lift Station.

6. City Not Bound in Its Regulatory Authority: Developer recognizes the City enters this Agreement in its capacity as a municipality constructing public infrastructure and not in its regulatory role. Developer agrees that nothing herein binds the City to make certain approvals in its regulatory authority in review of subdivision, zoning, building, or other regulatory applications. Notwithstanding and subject to the Facility Plan and CIP being adopted by the City, the City agrees that the Developer may submit any development applications to develop the Property with the City and seek any necessary approvals from the City prior to or concurrent with the construction of the Valley Center Lift Station. In addition, should Developer obtain City approvals necessary to develop the Property, including but not limited to approvals for concurrent construction, infrastructure, and building permits, the City agrees that the Developer may develop the Property and construct all improvements concurrent with the construction of the Valley Center Lift Station.

7. Representations and Warranties: Each Party represents and warrants to the other that:

    a. Execution of this Agreement does not violate any agreement, bylaw, statute or ordinance binding on or applicable to such Party; and

    b. The individual executing this Agreement on behalf of the Party is duly authorized and empowered to execute this Agreement for the Party and following execution and delivery by both Parties this Agreement will be a legally binding obligation of the Party, enforceable against the Party in accordance with its terms.

8. Representatives and Notices:

    a. City's Representative: The City's Representative for the purpose of this Agreement shall be its Housing and Development Manager or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to the City's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City's Representative is not available, Contractor may direct its communication or submission to other designated City personnel or agents as designated by the City in writing and may receive approvals or authorization from such persons.

    b. Developer's Representative: The Developer's Representative for the purpose of this Agreement shall be Robert Lateiner or such other individual as Developer shall designate in writing. Whenever direction to or communication with Developer is required by this Agreement, such direction or communication shall be

directed to Developer's Representative; provided, however, that in exigent circumstances when Developer's Representative is not available, City may direct its direction or communication to other designated Developer personnel or agents.

c. Notices: All notices required by this Agreement shall be in writing and shall be provided to the Representatives named in this Section. Notices shall be deemed given when delivered, if delivered by courier to Party's address shown above during normal business hours of the recipient; or when sent, if sent by email or fax (with a successful transmission report) to the email address or fax number provided by the Party's Representative; or on the fifth business day following mailing, if mailed by ordinary mail to the address shown above, postage prepaid.

9. Modification and Assignability: This Agreement may not be enlarged, modified or altered except by written agreement signed by both Parties hereto. The Developer may not assign Developer's rights, duties or obligations arising hereunder, without the prior written consent of the City.

10. 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.

11. Attorney's Fees and Costs: In the event it becomes necessary for either Party to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel including the City Attorney's Office staff, expert costs and costs related to any appeal.

12. 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.

13. Survival: Developer's indemnification shall survive the termination or expiration of this Agreement for the maximum period allowed under applicable law. In addition, so long as Developer has met all of its obligations under this Agreement, the exemption of the

Developer, its successors and assigns, and any future owner of the Property, or any lots or tracts constituting the Property, from participating in any special improvement district, payback district, or any other financing mechanism used by the City to fund construction of the Valley Center Lift Station and associated sewer force main shall survive the termination or expiration of this Agreement. In the event of default or termination by the City, Developer may still gravity drain those lots and tracts on the Property that receive City approval to gravity drain, in accordance with the City's engineering standards, into the Cattail Creek Drainage Basin.

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

15. Severability: If any portion of this Agreement is held to be void or unenforceable then such portion of this Agreement shall be severed from the Agreement and the balance of this Agreement shall continue in effect.

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

17. Binding Effect: This Agreement runs with the land and is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

18. 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.

19. Counterparts: This Agreement may be executed in counterparts, which together constitute one instrument.

20. Integration: This Agreement and all Exhibits attached hereto constitute the entire agreement of the Parties. Representations not contained herein or made a part thereof by reference, are not binding upon the Parties. There are no understandings between the Parties other than as set forth in this Agreement. All communications, either verbal or written, made prior to the date of this Agreement are hereby abrogated and withdrawn unless specifically made a part of this Agreement by reference.

21. 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.

****** 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.

DATED this 31st day of January, 2023.

LANDOWNER

Virga Venture II LLC
By: Rob Lateiner
Title: Manager

STATE OF Montana)
:ss
COUNTY OF Gallatin)

On this 31st day of January, 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Rob Lateiner, Manager* known to me to be the landowner that executed the within instrument, and acknowledged to me that they executed the same for and on behalf of landowner.

* Virga Venture II LLC MM 2/16/2023

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Julie Hunter
(Printed Name Here)
Notary Public for the State of Montana
Residing at Bozeman
My Commission Expires: June 11, 2025
(Use 4 digits for expiration year)

JULIE HUNTER
NOTARIAL SEAL
STATE OF MONTANA
JULIE HUNTER
Notary Public
for the State of Montana
Residing at:
Bozeman, Montana
My Commission Expires:
June 11, 2025

DATED this 15th day of February, 2023.

CITY OF BOZEMAN

By: Jeff Mihelich, City Manager

ATTEST:

City Clerk

STATE OF MONTANA)
:ss
COUNTY OF GALLATIN)

On this 16th day of February, 2023, before me, a Notary Public for the state of Montana, personally appeared Jeff Mihelich 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)

JULIE HUNTER
Notary Public
for the State of Montana
Residing at:
Bozeman, Montana
My Commission Expires:
June 11, 2025

Notary Public for the State of Montana

EXHIBIT A

Exhibit A - Silo's Annexation Approximate Gravity Drainage Area

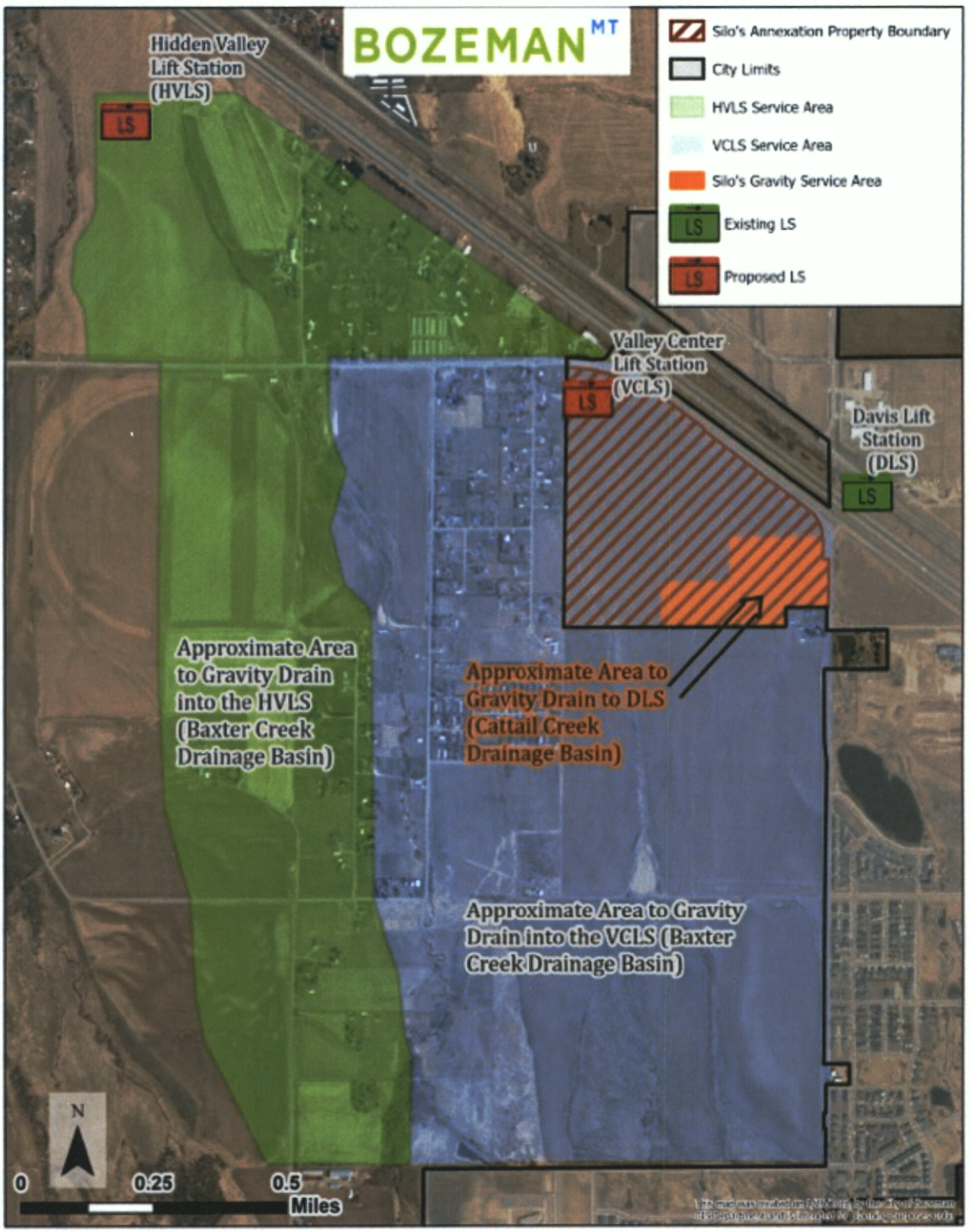
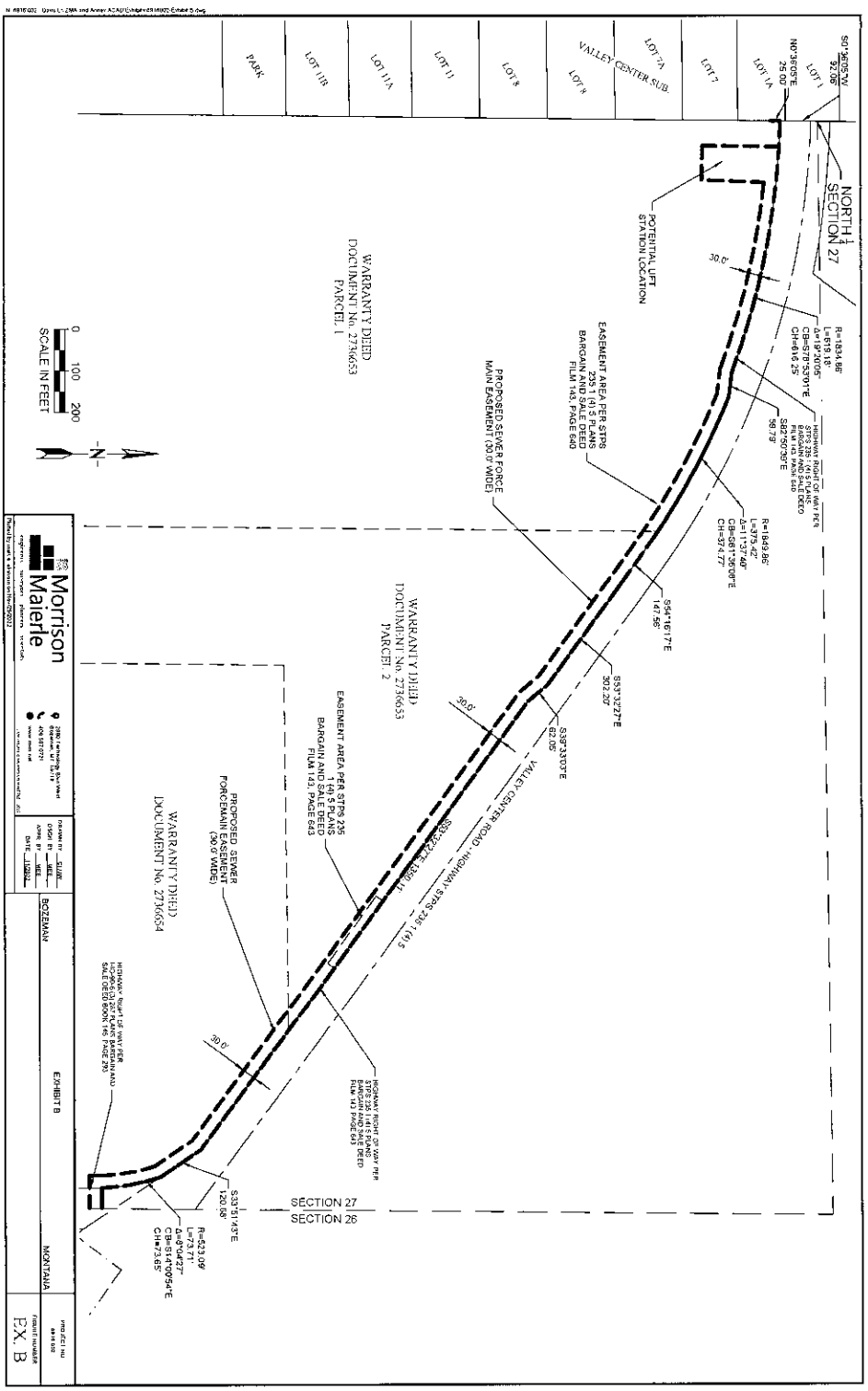


EXHIBIT B


PARK
LOT 11B
LOT 11A
LOT 11
LOT 8
LOT 9
VALLEY CENTER SUB.
LOT 7A
LOT 7
LOT 1A
LOT 1
NORTH 1/4 SECTION 27
POTENTIAL LIFT STATION LOCATION
WARRANTY DEED DOCUMENT No. 2736653 PARCEL 1
WARRANTY DEED DOCUMENT No. 2736653 PARCEL 2
WARRANTY DEED DOCUMENT No. 2736654
PROPOSED SEWER FORCE MAIN EASEMENT (30.0' WIDE)
EASEMENT AREA PER STPS 235 (1) 5 PLANS BARGAIN AND SALE DEED FILM 143, PAGE 640
EASEMENT AREA PER STPS 235 (1) 5 PLANS BARGAIN AND SALE DEED FILM 143, PAGE 643
VALLEY CENTER ROAD - HIGHWAY STPS 235 (1) 5
SECTION 27
SECTION 26
30.0'
SCALE IN FEET
0
100
200
Morrison Maierle
BOZEMAN
MONTANA
EXHIBIT B
EX. B

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 Opportunity Zone Proposal to the Montana Department of Commerce

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Agreement - Agency/Non-profit

RECOMMENDATION: Authorize the City Manager to sign the Opportunity Zone proposal to the Montana Department of Commerce.

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

BACKGROUND: The Tax Cuts and Jobs Act of 2017 established a new economic development program called Opportunity Zones designated to encourage long-term private investments in low-income communities. The program provides a federal tax incentive for taxpayers who reinvest unrealized capital gains into "Opportunity Funds", which are specialized vehicles dedicated to investing in low-income areas called "Opportunity Zones". The Opportunity Zone program was authorized for 10 years.

Opportunity Zone 2.0 is the permeant version of the Opportunity Zone program. Opportunity Zone 2.0 established a new framework of rules, 10-year rolling designations of eligible tracts, and stricter requirements. New program incentives favor rural investment.

The zones are identified as low-income community census tracts and designed by governors in every state and territory. The program has the potential to direct private capital toward distressed communities and serve as a catalyst for long-term, inclusive economic development. This may include downtown revitalization, workforce development, affordable housing, infrastructure, and business startup and expansion. In 2017, Governor Bullock designated Tract 11.02 in Bozeman as an Opportunity Zone.

The Governor of Montana may nominate up to 25 eligible low-income community census tracts for Opportunity Zone designation within the state. Census tracts are small statistical subdivisions of a county with population

sizes between 1,200 and 8,000. The zone's primary purpose is to provide a stable set of geographic units for the presentation of statistical data.

Following the U.S. Census Bureau's recent data update, the U.S. Treasury has confirmed fifty-eight low-income census tracts in Montana eligible for OZ designation. Three tracts have been identified within Gallatin County. One application will be scored for each eligible Census Tract requiring collaboration among jurisdictional partners (cities, towns, counties, tribal governments, certified regional development corporations (CRDCs), and local economic development organizations, etc.). If more than one application is submitted for an eligible Census Tract, the application with the most collaborating partners will be scored. If no application is received for an eligible tract, it will not be considered for recommendation.

Attached are applications for two of the eligible census tracts. Economic development staff collaborated with Northern Rocky Economic Development District and Prospera Business Network to identify and rank the following applications.

Gallatin County Census Tract 6 is proposed as the highest ranking application in Gallatin County. Tract 6 is favorable for OZ program use for a number of reasons:

- Proximity to rail and interstate infrastructure
- Existing infrastructure
- Multiple sites with large barriers to redevelopment, such as a K-Mart pad and former Idaho Pole Superfund Site.
- Access to additional financial tools, including tax increment financing, low income housing tax credits, and new market tax credits.

Gallatin County Census Tract 11.02 is proposed as the second priority application in Gallatin County. Tract 11.02 has the following advantages:

- Inclusion of the Montana State Innovation Campus
- Existing partnerships between Montana State University and private industry
- Demonstrated success in workforce development

Due to an extremely limited timeline, letters of support are still being received by the Economic Development Department.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As recommended by the City Commission.

FISCAL EFFECTS: None.

Attachments:
2027 Opportunity Zone Application Tract 6.pdf
2027 Opportunity Zone Application FINAL Tract 11.02.pdf

Opportunity Zone Application Form for Eligible Montana Census Tracts

1. Enter the organization and contact names of the partners that collaborated (City, Town, County, Tribe, Certified Regional Development Corporations, lead economic development organizations, etc.) who collaborated on the proposed census tract.

   City of Bozeman: Brit Fontenot, brit.fontenot@bozemanmt.gov
   Northern Rocky Economic Development District: Sarah Thomson, Sarah@nrmedd.org
   Prospera Business Network: Paul Reichert, preichert@prosperamt.org

2. Enter the unique 11-digit Census tract code(s) for your proposed Opportunity Zone nomination. You can view the map and details at the following link Opportunity Zone 2.0. If you are going to submit multiple applications, please indicate the priority at the top of the submitted application for each (starting with "1" for your top choice).

   30031000600 (Gallatin County Census Tract 6)

3. Strategic Alignment & Vision

- What is the reason you think an Opportunity Zone Designation is necessary for economic development in this Census tract?

  Gallatin County Census Tract 6 represents one of the most strategically important areas for investment in Bozeman because it sits at the intersection of housing, employment, and infrastructure. As Bozeman has experienced extraordinary growth, one of the community's most pressing challenges is housing affordability. Many of the workers who sustain the local economy—including teachers, healthcare professionals, public safety personnel, hospitality workers, retail employees, and tradespeople—are increasingly priced out of housing near their jobs. Tract 6 offers an opportunity to address this challenge through infill development in an area already connected to employment centers and community services. By attracting private capital, Opportunity Zone incentives can help make workforce housing projects financially viable and expand housing options for residents who are essential to Bozeman's continued economic success.

  Census Tract 6 contains some of Bozeman's most significant industrial and employment lands, including areas within the Pole Yard Urban Renewal District that are well-positioned for adaptive reuse and redevelopment. Industrial redevelopment within the tract presents an opportunity to transform underutilized or aging properties into modern employment

centers, light industrial facilities, flex-commercial developments, and other job-generating uses that support the region's growing economy.

The value of the Opportunity Zone designation becomes even more significant when viewed as part of a broader economic development toolkit that includes Tax Increment Financing (TIF), Low-Income Housing Tax Credits (LIHTC), and New Market Tax Credits. While each program serves a different purpose, together they can create a powerful capital stack capable of delivering transformative projects that would otherwise be difficult to finance.

- As an OZ would this Census Tract encourage rural development?

  Bozeman serves as a regional hub for economic development. Opportunity Zone investments in Bozeman encourages broader rural economic vitality by expanding markets for the surrounding rural businesses and retaining Montana talent.

- Why do you think the proposed tract will attract investment?

Census Tract 6 is uniquely positioned to attract investment because it combines several characteristics that investors, developers, and businesses actively seek: location, redevelopment opportunity, and access to multiple financing tools.

Located near major employment centers and key transportation corridors, the tract provides access to workforce, customers, and infrastructure already in place. The area benefits from proximity to Interstate 90 and access to rail infrastructure, making it attractive for industrial, manufacturing, and other traded sector generating development. These transportation assets enhance connectivity, reduce distribution costs, and support long-term economic growth.

The tract contains significant redevelopment opportunities within the Midtown and Pole Yard Urban Renewal Districts, including underutilized commercial and industrial properties that are well suited for modernization, adaptive reuse, and mixed-use development. Investment is further encouraged by the alignment of multiple economic development tools, including Opportunity Zone incentives, Tax Increment Financing, and potentially New Markets Tax Credits. Together, these programs can reduce development costs, improve project feasibility, and attract private capital. Combined with Bozeman's continued population and economic growth, Tract 6 offers investors the opportunity to participate in a

strong market while supporting projects that create jobs, expand housing options, improve infrastructure, and strengthen the community.

- What is the specific goal(s) for this zone? (e.g., preventing displacement, encouraging new development, fostering small businesses).

    - Increase the supply of workforce and attainable housing within proximity to jobs, services, and transportation corridors by encouraging development that supports a diverse workforce and reduces commuting burdens.

    - Foster economic diversification and traded and local sector job creation.

    - Redevelop underutilized industrial and commercial sites for employment-generating uses.

    - Encourage redevelopment projects that create family-supporting wages and long-term career opportunities.

    - Modernize aging industrial infrastructure and facilities. Support adaptive reuse of underutilized industrial properties.

    - Encourage projects that increase property values resulting in sustained growth of the local tax base and increased revenue to support public infrastructure, services, and community priorities.

- How does this tract fit into the area's broader economic development strategy? (e.g., housing, rural revitalization, industrial reshoring).

Census Tract 6 is well positioned within Bozeman's economic development framework because it encompasses areas specifically identified for reinvestment, infrastructure improvements, business growth, housing development, and industrial redevelopment in multiple local and regional planning documents. The tract includes both the Midtown Urban Renewal District, the Pole Yard Urban Renewal District, and the Northeast Urban Renewal District, placing it at the center of many of the community's highest-priority economic development initiatives.

The Bozeman Economic Vitality Strategy identifies the need to support business retention

and expansion, encourage entrepreneurship and innovation, diversify the economy, address workforce housing challenges, and invest in infrastructure that strengthens economic competitiveness. Census Tract 6 directly advances these objectives through its concentration of commercial, industrial, and mixed-use redevelopment opportunities. Its proximity to commercial centers, Interstate 90, and rail infrastructure makes it one of the few locations in the city where business growth, housing development, and infrastructure investment can occur simultaneously and at a meaningful scale.

The Midtown Urban Renewal Plan envisions Midtown as a vibrant mixed-use district that supports redevelopment, enhances connectivity, expands housing opportunities, and improves public infrastructure. Census Tract 6 contains much of this redevelopment area and provides opportunities for workforce housing, commercial investment, public space improvements, and enhanced multimodal transportation connections. The tract's Opportunity Zone designation would complement the Midtown Plan by attracting private investment that can leverage public infrastructure investments funded through Tax Increment Financing.

Similarly, the Pole Yard Urban Renewal Plan identifies the importance of modernizing industrial properties, improving infrastructure, supporting employment-generating land uses, and transforming underutilized sites into productive economic assets. Census Tract 6 contains many of the industrial and employment lands targeted by the plan and benefits from direct access to both rail and Interstate 90. These transportation assets position the tract as a strategic location for industrial redevelopment, manufacturing, logistics, innovation-oriented businesses, and other employment-generating uses that contribute to long-term economic resilience.

At the regional level, the Northern Rocky Mountain Economic Development District Comprehensive Economic Development Strategy (CEDS) 2022–2027 emphasizes economic diversification, workforce development, infrastructure investment, entrepreneurship, resiliency, and the creation of high-quality jobs. Census Tract 6 aligns closely with these priorities by providing a location where public and private investment can support business growth, attract new industries, expand employment opportunities, and strengthen regional competitiveness. The tract's redevelopment potential also supports the CEDS objective of leveraging existing infrastructure and strategic assets to maximize economic impact.

The overlap of the Opportunity Zone, Midtown Urban Renewal District, and Pole Yard Urban Renewal District within Census Tract 6 creates a rare convergence of economic development

tools and policy objectives. Together, these plans envision an area that serves as a center for housing, employment, innovation, industrial modernization, and infrastructure investment. By advancing the goals identified in the Bozeman Economic Vitality Strategy, the Midtown and Pole Yard Urban Renewal Plans, and the NRMEDD CEDS, Census Tract 6 functions as a critical implementation area where local and regional economic development priorities can be translated into tangible projects that create jobs, expand housing opportunities, strengthen infrastructure, and support sustainable long-term growth for the Bozeman community and the broader region.

- Does this Census Tract have the local community's stakeholder support for OZ development?

  Yes. Please see attached letters of support.

- As OZ investment is occurring what community structure and resources are in place to support the development?

Community Asset	**Development Support**
City of Bozeman	Planning and Zoning Assistance, Tax Increment Financing, LIHTC Support
Northern Rocky Economic Development District	Grant Writing, Economic Analysis, Stakeholder Engagement
Prospera Business Network	Business Assistance, Entrepreneurial Support, Community Engagement
Gallatin College	Workforce Development
Montana State University	Research and Innovation
Local Investment Network	Access to Capital, Financial Advising

4. Investment Readiness & Market Potential

- What amount, type, and timeline for investment is needed to accomplish the specific goal(s) for the zone?

In the near term (1–5 years), investment should focus on site preparation, infrastructure improvements, environmental remediation, housing development, and catalytic redevelopment projects. Public investments through Tax Increment Financing, state and

federal grants, and utility improvements can help unlock redevelopment sites and reduce barriers to private investment.

In the medium term (5–10 years), investment should accelerate construction of workforce housing, mixed-use projects, commercial redevelopment, and modernization of industrial properties. Opportunity Zone equity, Low-Income Housing Tax Credits, New Markets Tax Credits, and private financing can be leveraged to support projects that create jobs, expand housing options, and strengthen the local tax base.

In the long term (10–20 years), investment should focus on full buildout of redevelopment sites, expansion of employment-generating uses, continued infrastructure upgrades, and development of innovation, technology, and light industrial facilities that capitalize on the tract's access to Interstate 90, rail infrastructure, and broadband access. The ultimate objective is to transform Census Tract 6 into a mixed-use employment and housing hub that supports economic growth, housing affordability, industrial competitiveness, and long-term community prosperity.

Total investments needs to achieve the identified goals including workforce housing, adaptive reuse, infrastructure modernization, industrial redevelopment, and business growth are likely to be roughly $250 million in combined public and private capital.

- Does this tract have sufficient infrastructure (i.e. energy, water, and broadband) and property available for OZ investment?

  Yes. Census Tract 6 possesses infrastructure capacity, strategic assets, and development-ready sites necessary to support significant Opportunity Zone investment. Over the past decade, substantial public investment through the Midtown Urban Renewal District and Pole Yard Urban Renewal District has improved the tract's readiness for redevelopment. Tax Increment Financing (TIF) has supported upgrades to transportation networks, utility systems, streetscapes, stormwater infrastructure, and other public improvements that reduce development barriers and increase the capacity for new residential, commercial, and industrial projects.

  The tract also contains several redevelopment sites capable of accommodating new investment, including properties within the Pole Yard area. The ongoing remediation and environmental cleanup of the former Pole Yard site has transformed a historically underutilized property into a significant redevelopment opportunity, creating new

potential for employment-generating uses, mixed-use development, and private investment. This work has substantially reduced site constraints and improved the marketability on some of the tract's most strategic properties.

From an infrastructure perspective, the tract is well served by water, wastewater, transportation, and energy systems, and benefits from direct access to both Interstate 90 and rail infrastructure, providing advantages for industrial, manufacturing, logistics, and commercial development. In addition, the presence of high-speed broadband network provides modern digital infrastructure that supports technology businesses, advanced manufacturing, remote work, research activities, and other data-intensive industries. Access to reliable, high-capacity broadband is increasingly recognized as a critical economic development asset and enhances the tract's competitiveness for future investment.

- Are there already potential projects in the pipeline that would be suitable for OZ investment within the next year? If so, please describe.

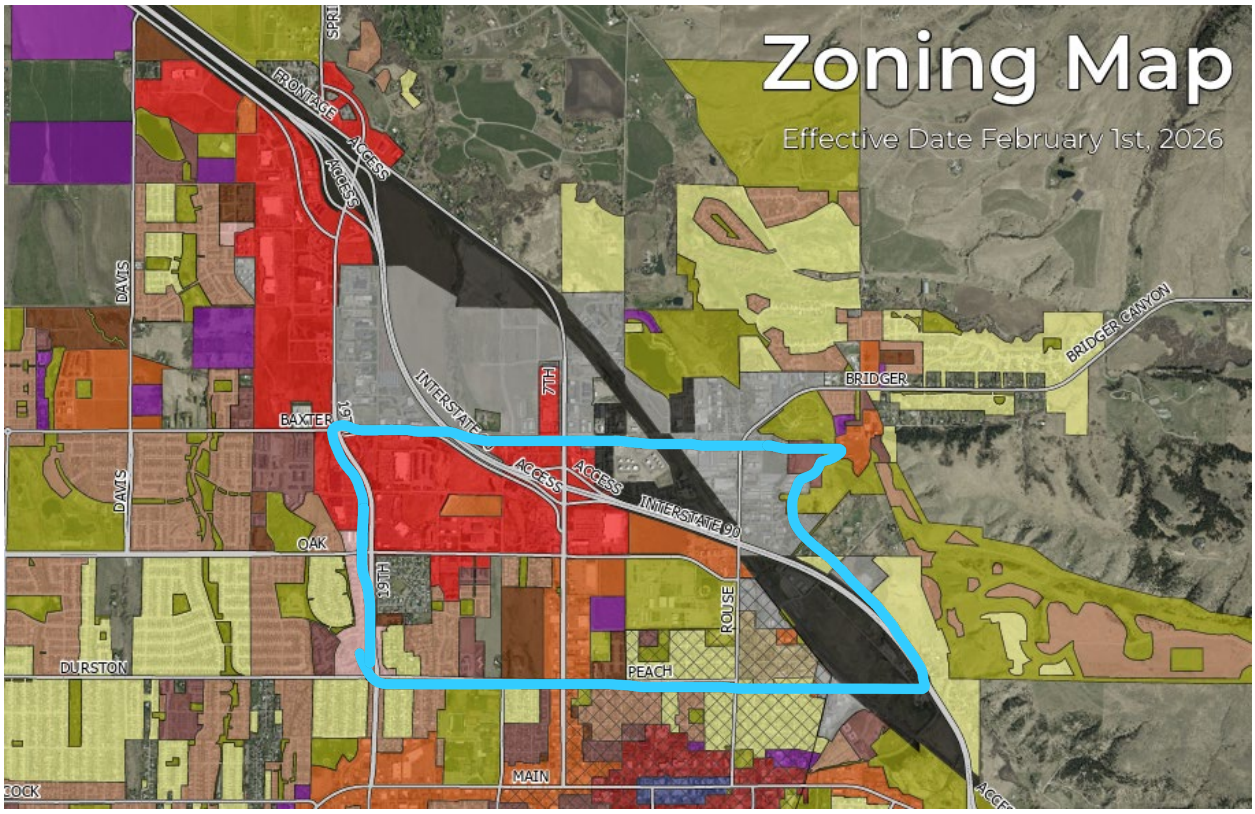
We are aware of two potential projects suitable for OZ investment.

The Bozeman Square Project proposes a mixed-use development on the site of a previously demolished K-Mart building. It contemplates approximately 150 units of affordable and workforce housing and a regional performing arts facility and convention center.

Redevelopment of the Idaho Pole site.

- What are the current zoning regulations for this Census Tract area? Does this zoning need to be modified to improve investment opportunities?

  Zoning does not need to be modified. Below is a description of the zoning and a map.
  - B2M, B2, REMU, PLI, M-2, M-1
    https://gisweb.bozeman.net/Html5Viewer/?viewer=planning



5. Impacts

- What is the strategy to protect existing businesses and residents from displacement?

  To minimize displacement while encouraging redevelopment in Census Tract 6, investment should prioritize vacant, underutilized, and environmentally remediated properties. The current potential projects in the pipeline reflect this strategy. By directing Opportunity Zone investment, TIF resources, and other incentives toward infill development and vacant sites, Tract 6 can achieve economic growth while preserving community character, maintaining economic diversity, and ensuring that existing residents and businesses share in the benefits of redevelopment.

- What secondary economic impacts might result from OZ development in this Census Tract (i.e. increase in jobs and housing, improved household income, businesses created)

Secondary Impact Area	**Outcome**
Jobs	Increase in jobs with livable wages
Housing	Additional housing options and rent stability

Household Income	Rising wages and reduced poverty rates
Tax Base	Increased property values and local revenue
Improved Infrastructure	Increased connectivity, enhanced quality of life

- How will you monitor and report on OZ investments? (e.g., tracking job creation, wages, and new housing units).

  Metrics associated with projects awarded tax increment financing include new taxable value, pubic to private investment ratio, number of affordable housing units, and new jobs created. All metrics can easily be tracked for properties that utilize OZ investments as well. Northern Rocky Economic Development District has provided a number of economic impact analysis in partnership with the City over the past several years and can provide the same service for opportunity zone investments after they occur.

Opportunity Zone Application Form for Eligible Montana Census Tracts

1. Enter the organization and contact names of the partners that collaborated (City, Town, County, Tribe, Certified Regional Development Corporations, lead economic development organizations, etc.) who collaborated on the proposed census tract.

City of Bozeman – Brit Fontenot and Jesse DiTomasso
Northern Rocky Mountain Economic Development District – Sarah Thompson
The Prospera Business Network – Paul Reichert

2. Enter the unique 11-digit Census tract code(s) for your proposed Opportunity Zone nomination. You can view the map and details at the following link Opportunity Zone 2.0. If you are going to submit multiple applications, please indicate the priority at the top of the submitted application for each (starting with "1" for your top choice).

   Census Tract 11.02
   GEOID 30031001102

3. Strategic Alignment & Vision

- What is the reason you think an Opportunity Zone Designation is necessary for economic development in this Census tract?

The Opportunity Zone designation for Census Tract 11.02 is necessary to attract long-term private investment to an area with demonstrated economic need and substantial development potential. While the tract benefits from the presence of Montana State University and the MSU Innovation Campus, significant capital is required to support workforce housing, business expansion, technology commercialization, and infrastructure improvements. The Opportunity Zone incentive helps bridge financing gaps, accelerate development, and attract patient capital that can create jobs, increase household income, support entrepreneurship, and promote economic growth. By leveraging existing institutional and community assets, the designation enables the tract to serve as a catalyst for economic opportunity within Bozeman and throughout Southwest Montana.

- As an OZ would this Census Tract encourage rural development?

Yes, although Census Tract 11.02 itself is located within the Bozeman urban area, Opportunity

Zone investments within the city limits can still encourage broader rural economic development across Gallatin County and Southwest Montana through several mechanisms. An extended OZ has the potential to support the following:

- Growing the regional employment hub
- Increasing rural entrepreneurship
- Expanding markets for rural business
- Retaining Montana talent
- Improving infrastructure and rural connectivity
- Increasing regional household incomes

- Why do you think the proposed tract will attract investment?

The Bozeman community has a high functioning business, educational and financial support ecosystem and network currently in place. The partnerships include: the Prospera Business Network, City of Bozeman, Bozeman Area Chamber of Commerce, Montana State University and its entities, MSU Innovation Campus (and Campus Partners), Gallatin County, Bozeman School District 7, Next Frontier Capital, Northwestern Energy, the Downtown Bozeman Partnership, the Northern Rocky Economic Development District, the Montana Manufacturing Extension Center, the Frontier Angle Fund, multiple area banks, and many, many others. These organizations have a history of partnership, cooperation, communication and success. Investors, companies, residents and students are attracted to the Bozeman area for its high quality of life, access to public lands and the outdoors, educational and employment opportunities, airport, broadband, financing and other amenities like healthcare and parks and trails. Bozeman is one of the fastest growing cities in the State of Montana and its growing national reputation positions it well to receive significant investment. The Bozeman market remains strong and attractive to investors.

- What is the specific goal(s) for this zone? (e.g., preventing displacement, encouraging new development, fostering small businesses).

The primary goals of extending the Opportunity Zone Census Tract 11.02 are to attract private investment, encourage innovation-driven development, foster entrepreneurship and small business growth, create high-quality jobs, expand workforce housing, increase household income, prevent displacement of existing residents, and strengthen the tract's role as a regional economic engine for Bozeman, Gallatin County, and Southwest Montana.

- How does this tract fit into the area’s broader economic development strategy? (e.g.,

housing, rural revitalization, industrial reshoring).

Census Tract 11.02 plays a central role in Bozeman's broader economic development strategy because it serves as a focal point for innovation, workforce development, business growth, and housing expansion. Anchored by Montana State University and the MSU Innovation Campus, the tract is positioned to attract research, technology, and entrepreneurial investment that supports the city's goal of diversifying its economy beyond traditional sectors such as tourism and construction. Opportunity Zone investment within the tract can help accelerate the development of research facilities, startup incubators, commercial space, and mixed-use projects that create high-quality jobs and strengthen Bozeman's competitiveness as a regional center for innovation and technology.

The tract also supports broader community goals related to housing affordability, workforce retention, and regional economic vitality. As Bozeman continues to experience rapid population and employment growth, additional investment in workforce housing and mixed-income development within Tract 11.02 can help address housing shortages that threaten long-term economic sustainability. Furthermore, the tract functions as a regional economic hub whose growth benefits surrounding rural communities through job creation, supply-chain opportunities, business partnerships, and workforce training. By leveraging the assets of Montana State University and attracting long-term private capital, Census Tract 11.02 advances Bozeman's strategy of fostering growth, supporting entrepreneurship, expanding housing options, and strengthening the regional economy across Southwest Montana.

- Does this Census Tract have the local community’s stakeholder support for OZ development?

Yes, evidenced by the attached letters of support.

- As OZ investment is occurring what community structure and resources are in place to support the development?

Community Asset	**Development Support**
Montana State University	Talent, research, innovation
MSU Innovation Campus	Business incubation and commercialization
City of Bozeman	Planning and infrastructure support
Northern Rocky Mountain EDD	SBA, Grants and business assistance
Prospera Business Network	Entrepreneurial assistance
Gallatin College Workforce Training Programs	Labor force development

Transportation Infrastructure	Regional connectivity
City of Bozeman and Housing Non-Profit Initiatives	Workforce attraction and retention
Local investment Networks	Capital access and business growth

4. Investment Readiness & Market Potential

- What amount, type, and timeline for investment is needed to accomplish the specific goal(s) for the zone?

Investment Category	**Estimated Range**
Business & Innovation Development	$50M–$150M
Housing Development	$75M–$200M
Infrastructure Improvements	$10M–$30M
Total	$135M–$380M

Recommended Investment Timeline in three phases:

Phase 1: Years 1–3 (Catalytic Investments)
$40M–$100M
Phase 2: Years 4–7 (Growth Phase)
$50M–$150M
Phase 3: Years 8–10 (Maturation Phase)
$45M–$130M

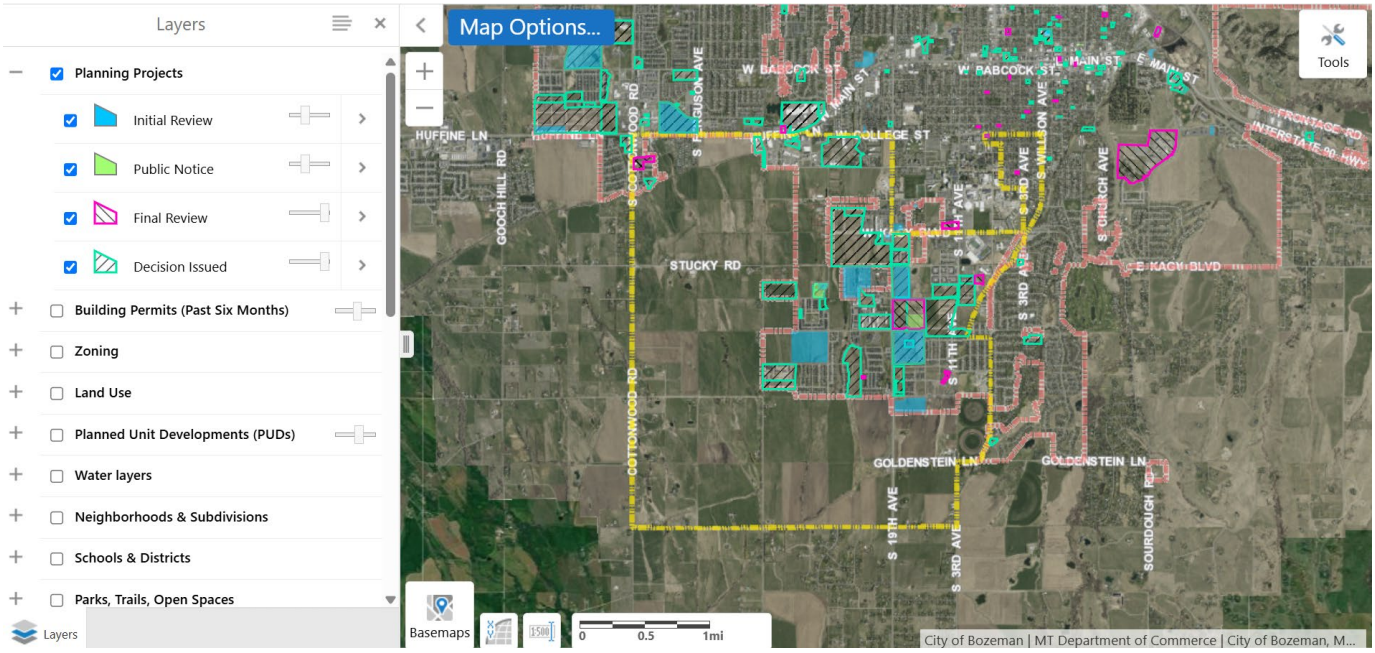
- Does this tract have sufficient infrastructure (i.e. energy, water, and broadband) and property available for OZ investment?

Census Tract 11.02 is generally well-positioned to support Opportunity Zone investment because it benefits from existing infrastructure and development assets associated with Bozeman's growth and the presence of Montana State University and the Innovation Campus. Some portions of the tract have access to municipal water and sewer systems, reliable electrical service, transportation networks, and expanding high-speed broadband infrastructure that can accommodate commercial, research, residential, and mixed-use development. In addition, the area contains developable land and redevelopment opportunities suitable for business expansion, workforce housing, innovation facilities, and mixed-use projects. While individual projects may require targeted utility upgrades or site-specific infrastructure improvements, the tract possesses the fundamental energy, water, broadband, and transportation resources necessary to support significant private investment and long-term economic development. These existing assets reduce development barriers and enhance the tract's attractiveness for Opportunity Zone investors seeking scalable and sustainable projects.

- Are there already potential projects in the pipeline that would be suitable for OZ investment within the next year? If so, please describe.

Cottonwood Apartments (Residential)
Oxbow Ph 2 (Residential)
Everhome Suites (Commercial)
Avaitor Building (Commercial)
Gateway PUD Parking (Commercial)
Aaker Ph 1 (Mixed Use)
Genesis Annex./ZMA (Comm./Transitional Housing)
Jarrett Subdivision (Residential)
Range 5 (Residential)
SRX and SRX II (Residential)
Meadow Bridge (Residential)
Blackwood Groves (Residential)
Sage Peak & Alder (Affordable Residential)
Campus Crest (Residential)
South University District Ph 3 (Residential)

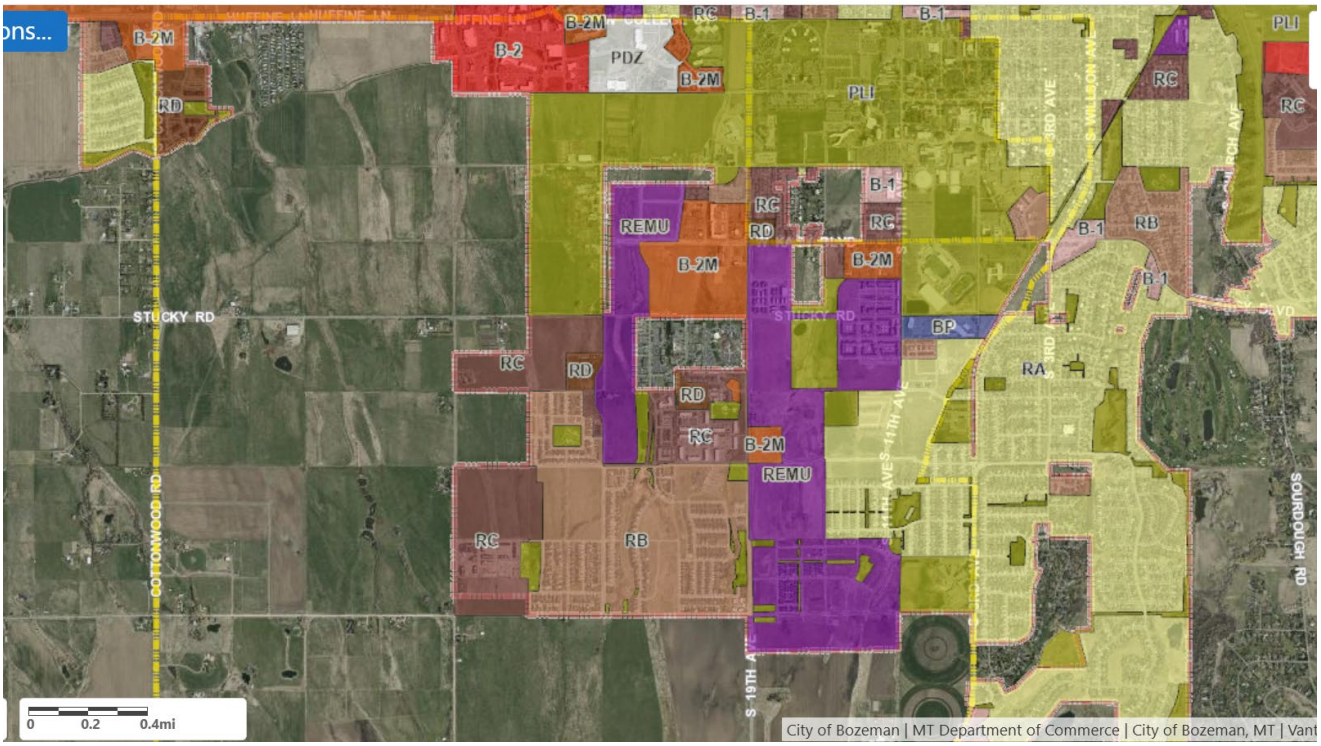
The image below depicts the current OZ in the yellow dashed boundary. Within the boundary are the projects that are in a state of development review and others completed. The Key on the left of the image provides the detail.



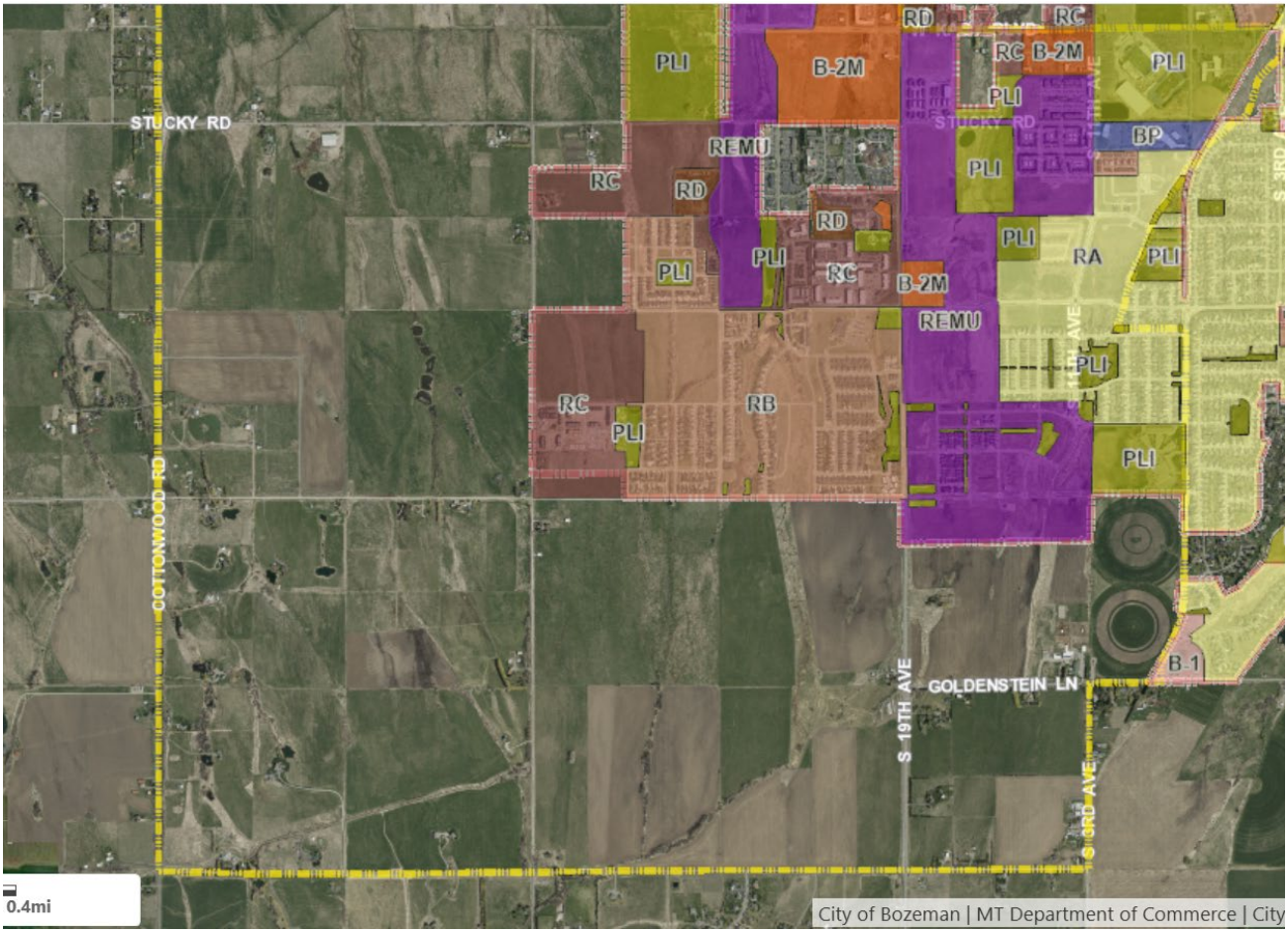
Link to the City's GIS Mapping Viewer:
https://gisweb.bozeman.net/Html5Viewer/?viewer=planning

- What are the current zoning regulations for this Census Tract area? Does this zoning need to be modified to improve investment opportunities?

The image below depicts all current portions of the OZ that are **inside** Bozeman city limits. The yellow dashed line is the current OZ boundary. Current city zoning inside the current OZ boundary includes: REMU, RB, RC, RD, PDZ, B2M, B-1, B-2 and BP.



The image below depicts portions of the current OZ that are not within Bozeman city limits. As property is annexed, compatible zoning will be established based on the city's growth policy.



Link to the City's GIS Mapping Viewer:
https://gisweb.bozeman.net/Html5Viewer/?viewer=planning

5. Impacts

- What is the strategy to protect existing businesses and residents from displacement?

In Census Tract 11.02, the strategy to protect existing businesses and residents from displacement focuses on promoting balanced growth that allows current community members to benefit from new investment opportunities. Opportunity Zone development could prioritize workforce and mixed-income housing, support locally owned businesses through access to capital and technical assistance and encourage the creation of jobs accessible to existing residents. Strong and intentional collaboration among developers, Montana State University, local government, housing organizations, and economic development partners can help guide

growth so that the resulting development does not disproportionately increase housing costs or commercial rents. By expanding housing supply, supporting small business retention and expansion, investing in workforce development, and engaging residents in planning decisions, the tract can attract new investment while preserving community character, maintaining economic diversity, and ensuring that long-term residents and businesses share in the benefits of economic growth.

- What secondary economic impacts might result from OZ development in this Census Tract (i.e. increase in jobs and housing, improved household income, businesses created)

Secondary Impact Area	**Likely Outcome**
Jobs	Growth in technology, research, construction, retail, and service employment
Housing	New residential development
Household Income	Rising wages and reduced poverty rates
Business Creation	More startups, small businesses, and university spin-offs
Tax Base	Increased property values and local revenues
Innovation Ecosystem	Expansion of the MSU Innovation Campus cluster

- How will you monitor and report businesses and on OZ investments? (e.g., tracking job creation, wages, and new housing units).

Census Tract 11.02 could be monitored and reported on Opportunity Zone investments through a comprehensive annual impact measurement program that tracks both economic and community outcomes. Project developers, businesses, and investment partners could provide data on capital invested, jobs created and retained, average wages, business formation and expansion, and workforce participation. Housing outcomes will be monitored through building permits, certificates of occupancy, and local housing data to measure the number of new housing units, workforce housing units, and affordability levels. Additional indicators such as median household income, poverty rates, and business occupancy rates can be reviewed to assess broader community impacts. Additionally, as property is annexed into the City, the growth of the city's tax base can be regularly evaluated.

-END-

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Katie Canter, Contracts and Sports Parks Coordinator
Addi Jadin, Parks Planning and Development Manager
Mitch Overton, Director of Parks and Recreation

SUBJECT: Authorize the City Manager to Sign a Professional Services Agreement with Beartooth Signs & Design, LLC for Wayfinding Fabrication and Installation for the Raptor Route and Cattail Anchor Route

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign a Professional Services Agreement with Beartooth Signs & Design, LLC for Wayfinding Fabrication and Installation for the Raptor Route and Cattail Anchor Route.

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

BACKGROUND:

On October 13, 2020, the City Commission of the City of Bozeman adopted Commission Resolution No. 5221 which authorized the contribution of up to $99,612.51 from the TOP Bond Fund toward completion of a connected bicycle and pedestrian trail route that stretches from the westernmost City limits, through neighborhoods, parks, schools and commercial districts, into the core areas of Bozeman, and points east to the “M” and Drinking Horse Trailheads. Due to the timing of the award and the Parks, Recreation and Active Transportation Plan directions, it was decided to develop city-wide active transportation wayfinding instead of signage only along the Raptor Route. Having created and adopted the wayfinding design intent drawings, this contract will enable the first round of construction for application within parks along the Raptor Route.

The contract with Beartooth Signs and Design is for certified fabrication and installation specifications, fabrication, and installation of active transportation wayfinding kiosks based on design intent drawings provided by the City. The first phase of wayfinding included in this contract are for the Raptor Route and Cattail Anchor Route. The kiosk locations will include the "M" Trail, Story Mill Community Park, Glen Lake Rotary Park, Cattail Lake Park, Bozeman Pond Park, and the Bozeman Sports Park.

The Transportation and Engineering Division will also install signs along the route that fall within the right of way. Trail markers and totems will be installed in a separate phase by the Parks Department.

UNRESOLVED ISSUES: None.

ALTERNATIVES: None.

FISCAL EFFECTS: Funding for general park and trail improvements was budgeted in FY26 in the Park Land Trust fund.

Attachments:
Professional Services Agreement for Wayfinding Kiosks - Beartooth Signs and Design.pdf
Exhibit A - Kiosk Design Intent Drawings.pdf
Exhibit B - Scope of Services.pdf

Report compiled on: June 2, 2026

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 23rd 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, Beartooth Signs and Design LLC, 2887 Jackrabbit Ln, Bozeman, MT 59718, 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 design certified fabrication and installation specifications, fabricate and install active transportation wayfinding based on design intent drawings provided by the City (Exhibit A) and itemized in the Scope of Services (Exhibit B).

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 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. 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.

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 11, 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. Termination for City's Convenience:

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 12(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. Intellectual Property and Ownership of Work Product:

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 Addi Jadin 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 Al Schwammlein 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.

20. 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.

21. 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.

22. **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.

23. **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.

24. **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.

25. **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.

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

27. **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.

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

29. **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.

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

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

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

33. **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.

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

35. **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.

36. **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.

37. **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

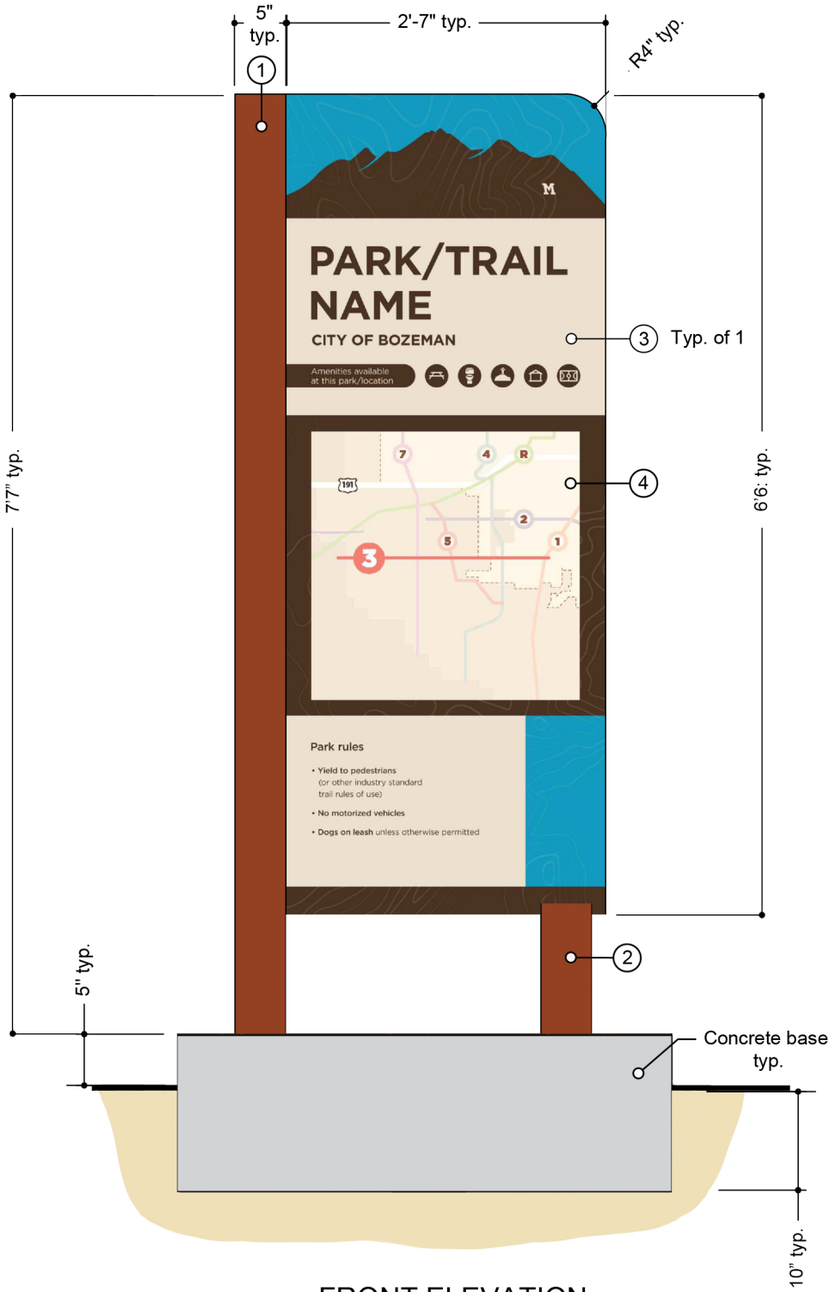
_____
CONTRACTOR (Type Name Above)

By_____

Print Name: _____
Print Title: _____

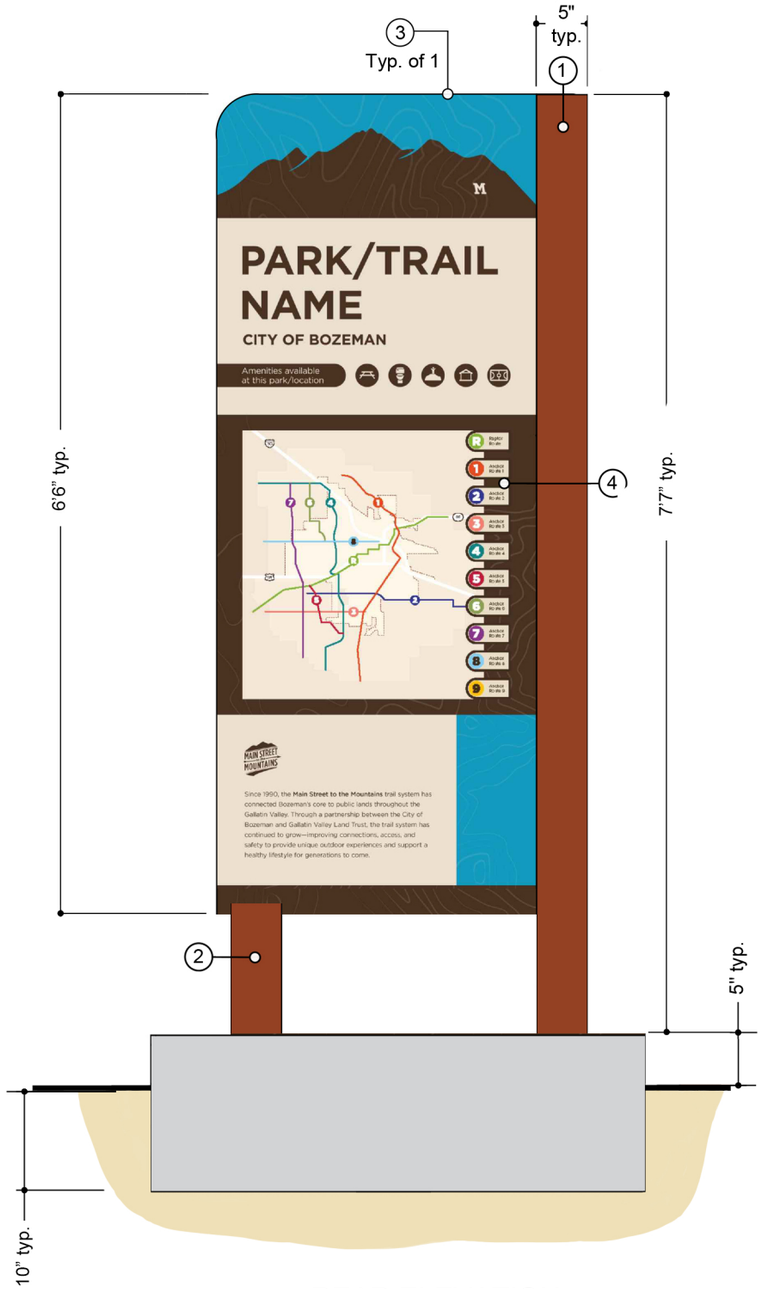
Exhibit A

All attachment details to be verified and engineered by contractor.



1 FRONT ELEVATION

Scale: 3/4" = 1'-0"



2 REAR ELEVATION

Scale: 3/4" = 1'-0"

KEY NOTES

1. **C-Channels**
   SIZE: 5" x 6.7" X 8'
   MATERIAL: STEEL C-CHANNEL (x2)
   FINISH: NATURAL FINISH

2. **C-Channels**
   SIZE: 5" x 6.7" X 13"
   MATERIAL: STEEL C-CHANNEL (x2)
   FINISH: NATURAL FINISH

3. **KIOSK SIGN PANEL**
   MATERIAL: 1/4" steel knife plate
   FABRICATION PROCESS: router cut; finished smooth
   GRAPHICS/TEXT/icons: retroreflective vinyl
   COATING: UV protection
   FASTENER: mechancially fastened to C-Channels

4. **MAP PANEL**
   MATERIAL: 1/8" aluminum or composite (Dibond or similar)
   FABRICATION PROCESS: router cut
   FASTENER: Adhesive
   MAP GRAPHICS/TEXT: printed on vinyl

NOTES:
1. These details for reference only; Use graphic standards for sign copy editing and printing.
2. See graphic standards (sheet 2) for sign copy, symbols, and icons.
3. For destination names that exceed given dimensions/extents, adjust kerning and, if needed, text height; Any adjustments to text kerning and/or height to be approved by city before printing.
4. Where feasible refer to City Sign Package for mounting hardware and appearance.

Design illustrates possible mounting and/or mounting hardware appearance and are for reference only. All hardware to be sized by contractor. Shop drawing submittals shall detail the actual hardware and connections. All connections must be designed for all applicable loads. Shop drawings shall not compromise the visual appearance of the sign shown.

alta
8 E Broadway, #203 | Salt Lake City, UT 84111
801-746-1435 | altago.com

KEY
W 1
Key Note
Color Designator
See sheet 2

This drawing is intended to illustrate design intent only and is not for construction. All final engineering and conditions of the project are the responsibility of the fabricator. Shop drawings by the fabricator must be submitted for approval, prior to proceeding with fabrication.

NOTES

City of Bozeman
CLIENT

Bozeman, MT Wayfindin
Design Intent Drawings
PROJECT

March 2024
DOCUMENT ISSUE

Trailhead Kiosk
SHEET TITLE

15
SHEET NUMBER

Exhibit B

QUOTATION & PURCHASE CONTRACT

Beartooth Signs
Job #1312
06/05/2026

Karin Stiles
Email:
info@beartoothsigns.com

BILL TO
City of Bozeman - Parks and Rec
Address not found

2885 Jackrabbit Lane
Bozeman, MT 59718
United States
Website: www.beartoothsigns.com
Phone: 406-388-5900

QUANTITY	DESCRIPTION	UNIT COST	COST
1	Prototype Fabrication Development and Implementation Documentation for kiosks; designs become property of the City of Bozeman	$2,000	$2,000
1	Engineering Analysis for Kiosks, with Stamped Drawings	$1,000	$1,000
6	Fabrication of Kiosks (estimated cost of general design: 8' high x 3' wide x 6" deep; 1/8"-thick printed and laminated panel with standoff map; exact cost to be determined after Prototype Fabrication Development and Implementation Documentation is finalized)	$5,900	$35,400
1	General Project Tasks (drawings, administration, communication, consumables, etc.)	$1,000	$1,000
1	Permit Acquisition Fee	$250	$250
1	Bozeman Permit Fee (estimated cost; exact cost is calculated by city of Bozeman after permit application submission and will be reflected on final invoice)	$890	$890
1	Installation of Kiosks (estimated; exact cost to be determined during Prototype Fabrication Development and Implementation Documentation, and Engineering Analysis)	$2,000	$2,000

THIS AGREEMENT IS ACCEPTED AND APPROVED BY:

City of Bozeman - Parks and Rec

Sign: _____

Print: _____

Date: _____

Beartooth Signs

Sign:_____

Print:_____

Date:_____

Subtotal	$42,540
Total Tax	$0
TOTAL CONTRACT	**$42,540**
Required Deposit	$21,270
FINAL BALANCE	$21,270

A 50% deposit based on the estimated project total is required before production can begin. Price reflects a not to exceed amount of $42,540.00. Any approved changes to the scope of work or cost will be reflected as a change order or contract amendment.

Terms: This proposal may be withdrawn if not accepted within 30 days. By signing, Customer accepts Company's proposal for the Job and agrees to all of the terms of the purchase contract.

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Emily Cope, Downtown Bozeman Partnership

SUBJECT: Authorize the City Manager to Sign a Professional Services Agreement with the Downtown Bozeman Partnership for the Administration of the Downtown Business Improvement District for Fiscal Year 2027

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Agreement - Agency/Non-profit

RECOMMENDATION: Authorize the City Manager to Sign a Professional Services Agreement with the Downtown Bozeman Partnership for the Administration of the Downtown Business Improvement District for Fiscal Year 2027

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

BACKGROUND: The City annually contracts the Downtown Bozeman Partnership to administer the Downtown Business Improvement District.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by Commission.

FISCAL EFFECTS: As specified in its annual work plan and budget, the Downtown Business Improvement District (BID) pays a fee to the Downtown Partnership to cover the administrative costs of managing the district and implementing the annual work plan. The FY2027 Downtown BID work plan and budget was unanimously approved by the board on February 18, 2026 and presented to and approved by the City Commission on May 12, 2026.

Attachments:
DBP-COB PSA for Management of BID District--FY2027.docx

Report compiled on: June 9, 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, Downtown Bozeman Partnership, 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 (BID Work Plan and Budget) 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 30 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 the amount specified in the Scope of Services, Exhibit A as the "Management Fee". 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.

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. Termination for City's Convenience:

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. Intellectual Property and Ownership of Work Product:

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 Chuck Winn or Melissa Hodnett 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 Emily Cope 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. **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.

25. 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.

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

27. 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.

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

29. 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.

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

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

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

33. 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.

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

35. **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.

36. **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.

37. **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

Emily Cope
CONTRACTOR (Type Name Above)

By_____

Print Name: _____
Print Title: _____

APPROVED AS TO FORM:

By_____
Greg Sullivan, Bozeman City Attorney

Exhibit A

	FY2027 Budget	FY2028 Budget	
Income			
BID Assessment	$ 295,000	$ 310,000	
BID Assessment--residual			
Contract Income	$ 26,000	$ 27,000	
Interest Income	$ 100	$ 100	
Mobile Vending Fees	$ 1,500	$ 1,500	
Flower Sponsorships	$ 10,000	$ 10,000	
Christmas Light Sponsorships	$ 3,000	$ 3,000	
Streetlamp Banners	$ 15,000	$ 15,000	
Total Income	**$ 350,600**	**$ 366,600**	
Expenses			
Management Fee	$ 89,000	$ 95,000	
Total Expenses	**$ 89,000**	**$ 95,000**	
Payroll Expenses			
Maintenance Staff	$ 85,000	$ 87,500	
Taxes	$ 5,500	$ 5,750	
Work Comp	$ 3,500	$ 4,000	
Maintenance Staff--Garage	$ 25,000	$ 26,000	
Taxes	$ 950	$ 950	
Work Comp	$ 950	$ 950	
Total Payroll Expenses	**$ 120,900**	**$ 125,150**	
Programs			
Downtown Safety Program	$ 15,000	$ 15,000	
Downtown Bozeman Association (DBA) Support	$ 28,500	$ 29,500	
Holiday Lights - Reserve Fund	$ 15,000	$ 15,000	
Holiday Lights	$ 2,500	$ 2,500	
Holiday Light Spider Repair	$ 2,500	$ 2,500	
Hoiday Decor Storage	$ 1,675	$ 1,800	
New Banners	$ 5,000	$ 5,000	
Flower Expenses	$ 36,000	$ 37,500	
Flower Water	$ 400	$ 500	
Marketing	$ 3,500	$ 4,000	
Maintenance Supplies	$ 5,000	$ 5,500	
Garbage Bags	$ 3,250	$ 3,250	
Graffiti Supplies	$ 750	$ 750	
Graffiti Contracted Removal	$ 5,000	$ 4,000	
Mule Service & Fuel	$ 2,100	$ 2,100	
Truck Service & Fuel	$ 2,700	$ 2,700	
Vehicle Insurance	$ 7,650	$ 8,000	
Hazmat Clean Up	$ 2,000	$ 2,000	
Program Contingency	$ 2,000	$ 2,000	
Total Program Expenses	**$ 140,525**	**$ 143,600**	
Total BID Expenses	**$ 350,425**	**$ 363,750**	
NET ASSESSMENT INCOME	**$ 175**	**$ 2,850**	

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Ellie Staley, DBP Executive Director

SUBJECT: Authorize the City Manager to Sign a Professional Services Agreement with the Downtown Bozeman Partnership for the Administration of the Downtown Urban Renewal District for Fiscal Year 2027

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Agreement - Agency/Non-profit

RECOMMENDATION: Authorize the City Manager to Sign a Professional Services Agreement with the Downtown Bozeman Partnership for the Administration of the Downtown Urban Renewal District for Fiscal Year 2027

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

BACKGROUND: The City annually contracts the Downtown Bozeman Partnership to administer the Downtown Urban Renewal District.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by Commission.

FISCAL EFFECTS: As specified in its annual work plan and budget, the Downtown URD pays a fee to the Downtown Partnership to cover the administrative costs of managing the district and implementing the annual work plan. The FY2026 Downtown URD work plan and budget was unanimously approved by the board on April 21, 2026 and presented to and approved by the City Commission on May 12, 2026.

Attachments:
DBP-COB PSA for Management of URD District--FY2027.docx

Report compiled on: June 9, 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, Downtown Bozeman Partnership, 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 5 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 the amount specified in the Scope of Services, Exhibit "A" as the "DBP Management Fee". 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.

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. Intellectual Property and Ownership of Work Product:

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 Chuck Winn or Melissa Hodnett 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 Ellie Staley 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.

19. 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.

20. 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.

21. <u>Intoxicants; DOT Drug and Alcohol Regulations/Safety and Training</u>: 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.

22. 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.

23. 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.

24. **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.

25. 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.

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

27. 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.

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

29. **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.

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

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

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

33. **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.

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

35. **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.

36. **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.

37. **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

Ellie Staley
CONTRACTOR (Type Name Above)

By_____

Print Name: _____
Print Title: _____

APPROVED AS TO FORM:

By_____
Greg Sullivan, Bozeman City Attorney

Exhibit A

Downtown Urban Renewal District Board - FY27/28 BUDGET

	Category	FY27 BUDGET	FY28 BUDGET
Income			
	Starting Cash Balance	$11,026,699	$4,273,598
	Income from TIF		
	COB Interlocal Share	$2,699,900	$2,759,200
	Entitlement Share State of Montana	$72,400	$72,400
	Interest Income	$166,200	$37,700
	Other Income		
	Total Income	**$13,965,199**	**$7,142,898**
Expenses			
	Operations		
	DBP Management Fee	$270,600	$292,250
	City Administrative Costs/Support	$71,000	$75,000
	Total Operations	**$341,600**	**$367,250**
	Infrastructure Improvements		
	Park Improvements	$50,000	$250,000
	Infrastructure/Utility Grants	$1,500,000	$2,000,000
	Wayfinding & Parking Signage	$10,000	$50,000
	Bozeman Creek Improvements	$10,000	$100,000
	Alternative Transportation Projects	$50,000	$10,000
	Street Furniture/Streetscape Improvements	$50,000	$50,000
	Intersection Cable Anchor Repairs	$10,000	$10,000
	Streetlamp Power Reconfiguration Project (SILD)	$50,000	$20,000
	Art Enhancement/CPTED Grant Program	$40,000	$40,000
	Housing Assistance		
	Residential Incentive Grant Program	$100,000	$100,000
	Workforce Housing Project - Fire Station One (ENC)	$1,600,000	
	Total Improvements	**$3,470,000**	**$2,630,000**
	Planning		
	Park Improvement Planning (Soroptimist/NBPP)	$50,000	
	Utility Infrastructure Improvement Planning	$50,000	$20,000
	Wayfinding Plan Development	$20,000	
	Bozeman Creek Planning		$20,000
	Alternative & Multi-Mobile Transportation Planning		$20,000
	DBIP General Implementation Planning	$200,000	$100,000
	Professional Services Term Contract	$50,000	$50,000
	Downtown Infrastructure & Public Realm Plan	$100,000	$20,000
	Technical Assistance Grant Program	$75,000	$75,000
	Parking - Designated Funds		
	Parking Supply, Management Planning & Data Collection	$5,000,000	$3,000,000
	Total Planning/Parking	**$5,545,000**	**$3,305,000**
	Parking Structure		
	Garage Bond Payment	$335,001	$335,001
	Total Parking Garage Payments	**$335,001**	**$335,001**
	Total Expenses	**$9,691,601**	**$6,637,251**
	Balance	**$4,273,598**	**$505,647**

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Cody Flammond, Engineer II
Nicholas Ross, Director of Transportation and Engineering

SUBJECT: Authorize the City Manager to Sign Task Order 3 of the Professional Services Master Task Order Agreement with Tetra Tech, Inc. to Conduct Tasks Related to the Operations, Maintenance, and Monitoring of the Story Mill Landfill in Fiscal Year 2027

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign Task Order 3 of the Professional Services Master Task Order Agreement with Tetra Tech, Inc. to Conduct Tasks Related to the Operations, Maintenance, and Monitoring of the Story Mill Landfill in Fiscal Year 2027.

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

BACKGROUND: The purpose of this task order is to allow Tetra Tech, Inc. continue operation, maintenance, and monitoring of the Story Mill Landfill site through June 2027. This work includes operation, monitoring, and maintenance of the remediation systems, semi-annual groundwater monitoring, quarterly perimeter methane monitoring, and performance evaluation of the remediation systems and their effect on adjacent groundwater quality. Continuing this work allows the City to maintain regulatory compliance and ensure that the installed remediation systems continue to effectively mitigate known risks to public and environmental health and safety. This task order also includes design of an expansion to the landfill gas extraction system on the unlined waste cell to increase methane collection efficiency. This task order will be implemented under the 2024 professional services agreement executed on August 13, 2024.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by the City Commission.

FISCAL EFFECTS: The cost of this work will be $306,000.00. This work has been budgeted in the amount of $306,000 for FY27 in the proposed FY27-28 biennium budget.

This work will be paid for using funds in the Solid Waste Landfill Post-Closure budget for Consultants and Professional Services (641-5910-448.50-10) contingent upon the City Commission approving the FY27 budget.

Attachments:
BLF 2026-2027 Bzn Landfill OM Task Order

Report compiled on: June 9, 2026

TETRA TECH

TASK ORDER
2026 - 2027 OPERATIONS, MAINTENANCE, AND MONITORING
BOZEMAN LANDFILL
May 26, 2026

CLIENT:	**CONSULTANT:**
The City of Bozeman	Tetra Tech, Inc.
P.O. Box 1230	895 Technology Blvd, Ste 101
Bozeman, Montana 59711-1230	Bozeman, Montana 59718
Attention: Mr. Cody Flammond	Attention: Mr. Shane Matolyak

INTRODUCTION

The purpose of this task order is to conduct tasks related to operations and maintenance of the Landfill Gas (LFG) handling system, Soil Vapor Extraction (SVE) system, and Air Injection (AI) system, and environmental monitoring of groundwater, methane, and leachate/condensate at the Bozeman Landfill (a.k.a. Story Mill Landfill). These activities will be conducted between July 1, 2026 and June 30, 2027 and are directed at meeting Montana Department of Environmental Quality (DEQ) Solid Waste rules and the requirements of DEQ's June 6, 2014 letter requiring the City of Bozeman (COB) to conduct a Corrective Measures Assessment and implement remedial measures.

This task order also includes engineering designs and drawings for expansion of the LFG system onto the lined waste cell, replacement of a non-functional LFG well on the unlined waste cell, and potentially an additional LFG well in an area of the unlined waste cell where methane capture could be improved.

SCOPE OF SERVICES

This task order includes the following work activities:

- Task 100 – LFG/SVE/AI Systems Operations and Maintenance
- Task 200 – Summer Groundwater Monitoring
- Task 300 – Winter Groundwater Monitoring
- Task 400 – Summer and Winter Groundwater Reporting
- Task 500 – LFG Engineering Design for Lined Cell and Improvements
- Task 600 – Project Management and Administrative Support

The scope of work for these tasks is outlined below.

Task 100: LFG/SVE/AI Systems Operations and Maintenance

This task is to provide operations, maintenance, and monitoring of the LFG/SVE/AI systems. This work includes regular monitoring of the system's Supervisory Control and Data Acquisition (SCADA) system to ensure proper functioning and to identify and predict potential issues requiring maintenance. Periodic site visits will also occur to replace consumable items (i.e., air filters, regreasing bearings), adjust ventilation and heaters in response to changing weather conditions, observe well heads to identify and replace degraded components, and other similar operations and minor maintenance activities.

Qualified subcontractors will complete major routine and unplanned maintenance as needed. Work completed by subcontractors will be billed directly to the COB and is not included in this Task Order however this work will be completed under the supervision of Tetra Tech and Tetra Tech's labor expenses are included in this task.

Other monitoring included in this task consists of quarterly measurements of gas concentrations and flow rates at individual LFG and SVE wells, AI well flow rates, and perimeter methane monitoring with subsequent reporting to COB and DEQ. Semi-annual monitoring and reporting of the leachate/condensate discharge to the municipal wastewater treatment facility will also be completed.

Task 200: Summer (June and August) Compliance Groundwater Monitoring

This task is to complete groundwater monitoring in accordance with the DEQ-approved *Groundwater Sampling and Analysis Plan (SAP), Bozeman Landfill, Gallatin County, Montana* prepared by Tetra Tech on July 14, 2023. This plan specifies monitoring of up to 24 locations (i.e., monitoring wells, a seep, and two water supply wells) for volatile organic compounds (VOCs), chloride, sulfate, nitrogen, and metals. The actual number of monitored locations varies by year as specified in the SAP. Additional samples are collected to assess quality control and quality assurance.

This work generally consists of procuring disposable sampling equipment, rental of water quality meters, sample collection, and analytical laboratory analysis. Due to sample volume and equilibration constraints introduced by the DEQ-approved use of passive sampling devices, this work is split between two different events: one occurring in June and the other in August.

Task 300: Winter Compliance Groundwater Monitoring

This task is to complete groundwater monitoring in accordance with the 2023 Sampling and Analysis Plan (SAP) during the month of November or December. This work includes monitoring of 11 locations (i.e., monitoring wells and a seep) for Volatile Organic Compounds (VOCs), chloride, sulfate, and nitrogen. Additional samples are collected to assess quality control and quality assurance.

As for Task 200, this work generally consists of procuring disposable sampling equipment, rental of water quality meters, sample collection, and analytical laboratory analysis.

Task 400: Summer and Winter Groundwater Monitoring Reports

This task includes completion of two annual reports, one for each of the monitoring events completed under Tasks 200 and 300. Each report will include descriptions of the work completed and any deviation from the methods described in the 2023 SAP. The reports will also include analytical laboratory reports and tabular and graphical depictions of pertinent data, comparison of water quality data to regulatory standards, statistical analysis of constituent detections and trends in conformance with the U.S. Environmental Protection Agency's (EPA) 2009 Statistical Analysis of Groundwater Monitoring Data at Resource Conservation and Recovery Act (RCRA) Facilities – Unified Guidance, data validation and interpretation, and recommendations for future work if warranted.

Each report will be submitted to COB in draft form for review and editing prior to submittal to DEQ's Solid Waste Division. Final versions of each report will be provided to COB in an electronic format that is compliant with the Americans with Disabilities Act (ADA) for posting to the COB website. Only portions of the report produced by Tetra Tech (i.e., typed text and applicable figures and tables) will be converted to meet ADA compliance standards. Handwritten field notes, analytical laboratory reports, and certain other portions of the reports are not possible to be converted by Tetra Tech.

Task 500: LFG Engineering Design for Lined Cell Expansion and System Upgrades

This task will include completion of engineering plans and drawings to be used for the construction of an expansion to the LFG system to recover methane from the lined waste cell. This work will include an evaluation of the feasibility of beneficial reuse of captured methane (i.e., as a heat source for the maintenance shop, source of liquified natural gas for sale to various consumers, etc.) which will help guide design of the LFG system. This task will also include design drawings for the addition and/or replacement of LFG wells on the unlined waste cell to increase the efficiency of methane collection from that source and also a drain system to address a leachate seep the forms seasonally along the western flank of the unlined waste cell.

Tetra Tech will assist the City of Bozeman with preparation of Bid Requests and other construction contracting work under this task as well as Tas 600 (Project Management).

Task 600: Project Management, Statistical Analysis, and Reporting

Project management will include monthly administration / invoicing and progress reporting; semiannual budget forecasting and project summaries, updating the project Health and Safety Plan, preparation of an updated Operations and Maintenance Plan, scheduling of personnel, supplies procurement, training of personnel, and other related activities; communication with COB and DEQ; data management; and task order preparation for 2027-2028 project activities.

PERIOD OF PERFORMANCE

Tetra Tech's anticipated schedule to complete deliverables associated with the above-described tasks will be the following:

Deliverable	Completion Date
Quarterly Methane Perimeter Monitoring and Report	July 1, 2026 through June 30, 2027
Semi-Annual Discharge Monitoring and Report (Reported to COB Wastewater Treatment Facility Pre-Treatment Coordinator)	December 1, 2026 and June 1, 2027
Summer Groundwater Monitoring	August 30, 2026 and June 30, 2027
Winter Groundwater Monitoring	December 31, 2026
Summer 2026 Groundwater Monitoring Report	December 30, 2026
Winter 2026 Groundwater Monitoring Report	April 31, 2027
LFG Expansion Engineering Design	May 30, 2027
Monthly Invoices and Progress Reports	July 1, 2026 through June 30, 2027
Semiannual Budget Forecasting and Project Summaries	Dec. 31, 2026 and June 30, 2027

COSTS

Estimated costs to complete the foregoing scope of services are shown below. Our costs will be on a time and materials basis. A detailed cost estimate can be provided upon request.

Task Description	Estimated Cost
Task 100: LFG/SVE/AI Systems Operations and Maintenance	$111,000.00
Task 200: Summer (June and August) Compliance Groundwater Monitoring	$27,000.00
Task 300: Winter Compliance Groundwater Monitoring	$11,500.00
Task 400: Summer and Winter Groundwater Monitoring Reports	$39,500.00
Task 500: LFG Engineering Design for Lined Cell Expansion and System Upgrades	$75,000.00
Task 600: Project Management, Statistical Analysis, and Reporting	$42,000.00
Total	**$306,000.00**

ATTACHMENT

Detailed Cost Estimate (including subcontractor costs billed directly to City of Bozeman)

SPECIAL CONDITIONS: Execution of this Task Order constitutes acceptance of all terms and conditions contained in Tetra Tech's Professional Services Agreement with the City of Bozeman, dated July 31, 2024.

CLIENT:	**CONSULTANT:**
City of Bozeman	Tetra Tech
By:	By: 
Printed Name:	Printed Name: Shane Matolyak
Title:	Title: Project Manager / Environmental Scientis
Date:	Date: May 26, 2026

NOTICE OF CONFIDENTIALITY *This Task Order (including attachments) contains information confidential to Tetra Tech, Inc., its subsidiaries, and subcontractors. It is intended only for City of Bozeman to consider Tetra Tech providing professional services at the Bozeman Landfill. Any other use is prohibited, without the prior written consent of Tetra Tech.*

ESTIMATED COST
2026 - 2027 Operations, Maintenance, and Monitoring
Bozeman Landfill
Period of Performance: July 1, 2026 through June 30, 2027
Prepared April 28, 2026

Task 100 LFG / SVE / AI Systems O&M	*RATE*	*UNITS*	*COST*
Weekly Tasks (check ops, change filters, emissions observation, etc.)			
LABOR			
Scientist V	$160.0	195	$31,200.00
Engineer I	$75.0	195	$14,625.00
DIRECT COSTS			
Vehicle mileage, per mile	$0.8	2184	$1,747.20
Quarterly Tasks (gas and flow monitoring, system maintenance and adjustment, perimeter CH4 monitoring)			
LABOR			
Scientist V	$160.0	100	$16,000.00
Engineer I	$75.0	100	$7,500.00
Sr. Engineer	$205.0	40	$8,200.00
Other (maintenance subcontractor oversight, shutdown response, contingency, Outfall 001 mon. and rept)			
LABOR			
Scientist V	$160.0	100	$16,000.00
Engineer I	$75.0	80	$6,000.00
Sr. Engineer	$205.0	20	$4,100.00
Database Manager	$95.5	20	$1,910.00
DIRECT COSTS			
Vehicle mileage, per mile	$0.8	140	$112.00
T-pH-SC-DO-ORP Meter, per day	$100.0	2	$200.00
LFG Monitor Recalibration	$1,000.0	1	$1,000.00
Calibration Gasses	$350.0	1	$350.00
Misc, (bearing grease, hardware store items, etc.)	$496.2	1	$496.18
Lab Analysis (VOCs), each	$100.0	2	$200.00
Lab Analysis (inorganics - chloride and sulfate)	$75.0	2	$150.00
Lab Analysis (metals), each	$300.0	2	$600.00
Lab Sample Shipping (overnight to lab), estimate	$150.0	2	$300.00
Tetra Tech 10% markup on direct costs excluding mileage and Tetra Tech meters			$309.62
Air Filters (billed direct to COB / no markup)	$700.0	1	$700.00
Air Compressor Maintenance Subcontractor (billed direct to COB / no markup)	$10,000.0	1	$10,000.00
Motor Alignment Subcontractor (billed direct to COB / no markup)	$2,500.0	0	$0.00
LFG/SVE Maintenance Subcontractor (CONTINGENCY FOR BREAK DOWNS billed direct to COB / no markup)	$10,000.0	1	$10,000.00
Flare Stack Emmissions Monitoring	$13,000.0	1	$13,000.00
Non-destructive Testing of Compressed Air Pipeline	$7,500.0	1	$7,500.00
Excavation and Repair of Compressed Air Pipeline	$30,000.0	1	$30,000.00
		Tetra Tech Costs	**$111,000.00**
		Costs Billed Direct to COB	$71,200.00
Task 100 Total			**$182,200.00**

	RATE	UNITS	COST
Task 200 Summer Groundwater Monitoring			
June VOC, anion, field parameter monitoring			
LABOR			
Scientist V, per hour	$160.0	38	$6,080.00
Sr. Engineer	$205.0	6	$1,230.00
DIRECT COSTS			
Vehicle mileage, per mile	$0.8	50	$40.00
T-pH-SC-DO-ORP Meter, per day	$100.0	2	$200.00
Water Level Meter, per day	$25.0	2	$50.00
Misc equipment (no markup)	$37.4	1	$37.39
Sampling Disposables - EON Products Passive Diffusion Samplers, each	$30.0	23	$690.00
Sampling Disposables - gloves, towells, decon, calibration buffers, lump sum	$100.0	1	$100.00
Lab Sample Shipping (overnight to lab), estimate	$400.0	1	$400.00
Lab Analysis (VOCs), each	$95.0	27	$2,565.00
Lab Analysis (inorganics - chloride and sulfate)	$56.0	19	$1,064.00
Lab Analysis (inorganics - nitrate+nitrite)	$38.0	22	$836.00
Tetra Tech 10% markup on direct costs excluding mileage			$565.50
Subtotal June Monitoring			$13,857.89
August metals monitoring			
LABOR			
Scientist V, per hour	$138.2	24	$3,316.08
Sr. Engineer	$205.0	1	$205.00
DIRECT COSTS			
Vehicle mileage, per mile	$0.8	50	$40.00
Sampling Disposables - EON Products Passive Diffusion Samplers, each	$30.0	24	$720.00
Sampling Disposables - gloves, towells, decon, calibration buffers, lump sum	$90.1	1	$90.10
Lab Sample Shipping (overnight to lab), estimate	$400.0	1	$400.00
Lab Analysis (metals), each	$300.0	25	$7,500.00
Tetra Tech 10% markup on direct costs excluding mileage			$871.01
Subtotal August Monitoring			$13,142.19
Task 200 Total			**$27,000.08**
Task 300 Winter Groundwater Monitoring			
LABOR			
Scientist V, per hour	$160.0	32	$5,120.00
Engineer I	$75.0	26	$1,950.00
DIRECT COSTS			
Vehicle mileage, per mile	$0.8	50	$40.00
Water Level Meter, per day	$25.0	2	$50.00
T-pH-SC-DO-ORP Meter, per day	$100.0	2	$200.00
Sampling Disposables - EON Products Passive Diffusion Samplers, each	$30.0	13	$390.00
Sampling Disposables - gloves, towells, decon, calibration buffers, lump sum	$215.0	1	$215.00
Lab Sample Shipping (overnight to lab), estimate	$399.0	1	$399.00
Lab Analysis (VOCs), each	$95.0	16	$1,520.00
Lab Analysis (inorganics - chloride and sulfate)	$56.0	14	$784.00
Lab Analysis (inorganics - nitrate+nitrite)	$38.0	12	$456.00
Tetra Tech 10% markup on direct costs excluding mileage			$376.40
Task 300 Total			**$11,500.40**

Task 400 Summer and Winter Groundwater Monitoring Reports	*RATE*	*UNITS*	*COST*
LABOR			
Scientist V	$160.0	100	$16,000.00
Scientist V	$153.0	80	$12,240.00
Sr. Engineer	$205.0	26	$5,330.00
GIS/Database Technician	$95.0	20	$1,900.00
Administrative Support	$90.0	40	$3,600.00
DIRECT COSTS			
SANITAS statistical software license renewal	$430.0	1	$430.00
Task 400 Total			**$39,500.00**

Task 500 LFG Expansion Engineering Design	*RATE*	*UNITS*	*COST*
LABOR			
Scientist V	TBD	TBD	TBD
Engineer	TBD	TBD	TBD
Sr. Engineer	TBD	TBD	TBD
Tetra Tech Costs			**$75,000.00**

Task 600 Project Management and Administrative Support	*RATE*	*UNITS*	*COST*
LABOR			
Scientist V	$160.0	100	$16,000.00
Scientist V	$153.0	72	$11,016.00
Sr. Engineer	$300.0	20	$6,000.00
GIS/Database Technician	$95.0	40	$3,800.00
Administrative Support	$120.0	40	$4,800.00
DIRECT COSTS			
Miscellaneous (Shipping etc)	$384.0	1	$384.00
Task 600 Total			**$42,000.00**

2026-2027 Tetra Tech Project Total ***$306,000.48***

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Cody Flammond, Engineer II

Nicholas Ross, Director of Transportation and Engineering

SUBJECT: Authorize the City Manager to Sign Task Order 3 of the Professional Services Master Task Order Agreement with Water and Environmental Technologies, LLC to Conduct Characterization and Monitoring at the East Gallatin Landfill in Fiscal Year 2027

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign Task Order 3 of the Professional Services Master Task Order Agreement with Water and Environmental Technologies, LLC to Conduct Characterization and Monitoring at the East Gallatin Landfill in Fiscal Year 2027.

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

BACKGROUND: The purpose of this task order is to allow Water and Environmental Technologies, LLC to continue characterization and monitoring at the East Gallatin Landfill site through June 2027. This work includes soil vapor and groundwater monitoring for impacts from the landfill. Continuing this work allows the City to continue monitoring for impacts from the landfill and ensure that risks found to the public and environmental health and safety are mitigated. This task order will be implemented under the 2024 professional services agreement executed on August 13, 2024.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by the City Commission.

FISCAL EFFECTS: The cost of this work will be $63,036.00. This work will be paid for using funds in the Non-Departmental budget for Consultants and Professional Services (010-5930-448.50-10). The FY27 Budget has allocated $63,100.00 in this fund for the work.

Attachments:

COBM04 - Old Bozeman Landfill_FY2027 Task Order

Report compiled on: June 9, 2026

Water & Environmental
TECHNOLOGIES

June 8, 2026

Mr. Cody Flammond
City of Bozeman
20 E. Olive Street
Bozeman, MT 59715

RE: FY 2027 Task Order

Dear Mr. Flammond,

Water & Environmental Technologies (WET) is pleased to provide this task order and cost estimate for further characterization and monitoring of the Bozeman Old City Landfill (Facility).

The scope of work for this task order was developed based on the findings and conclusions of WET's *Old Bozeman City Landfill 2026 Annual Report*, which presented an environmental data summary and conceptual site model (CSM). The sections below outline WET's proposed scope of work, estimated costs, and proposed schedule.

SCOPE OF WORK

The purpose of this work is to continue monitoring soil vapor and groundwater for impacts associated with the Old Bozeman City Landfill and make recommendations for future work based on monitoring results.

The proposed scope of work includes the following work tasks:

- **Task 1.** Project management and meetings and/or coordination with the MDEQ CECRA program as needed.
- **Task 2.** Data entry and validation.
- **Task 3.** Groundwater and soil vapor monitoring with laboratory analysis.
- **Task 4.** Prepare an Annual Report for fiscal year 2027 including a description of all monitoring activities conducted the previous year, the data collected, an updated site conceptual model and risk assessment, as well as recommendations for long-term monitoring or corrective action, if necessary.
- **Task 5.** Update the Corrective Action Plan.

Task 1. Project Management

Duties associated with this task include meetings and project updates with City personnel; coordination with MDEQ CECRA personnel, scheduling of field work and project reporting; coordination with area landowner(s) and other project stakeholders; and monitoring the project budget and deliverables. WET personnel will provide status reports to City of Bozeman on an as-needed basis, and with each invoice submitted.

Task 2. Data Management

WET proposes to enter groundwater and soil vapor sampling field data electronically in the field using ArcGIS Online Survey 123 forms. During and after data entry in the field, the data is initially stored electronically in the cloud. After conclusion of the sampling event, the database will sync with the cloud-based Survey 123 data and update automatically with the newly collected data. Backup field forms will be available for redundancy as needed, and the database will have a data entry form to manually enter or change field data if needed. A copy of the database will be provided to the City of Bozeman with the Annual Report and more frequently, upon request.

Task 3. Monitoring Activities

WET will sample the fourteen monitoring wells and the residential well located on the property immediately north of the Old Bozeman City Landfill during fiscal year 2027 to monitor groundwater quality and assess potential plume migration. Quality Assurance / Quality Control samples will be collected at a frequency specified in the CAP. Monitoring will be conducted using low-flow purge and sample procedures. Groundwater field parameters (temperature, pH, conductivity, dissolved oxygen, and oxidation reduction potential) will be measured during purging, and once parameters stabilize, a groundwater sample will be collected in laboratory-supplied bottles and analyzed for VOCs.

Soil vapor samples will be collected from each of the six existing SVPs using six-liter summa canisters and analyzed for VOCs.

Task 4. Project Reporting

Following receipt of laboratory analytical data, WET will prepare an Annual Report, which will include:

- A discussion of monitoring activities;
- Tabulated groundwater and soil gas monitoring data;
- Laboratory analytical reports;
- A summary of the findings;
- Recommendations for further monitoring / corrective actions.

Task 5. Corrective Action Plan (CAP) Update

Prior to conducting monitoring activities, WET will update the Facility CAP which will include a description of all activities to be conducted during fiscal year 2027.

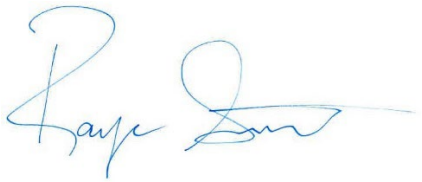
COST AND SCHEDULE

Work effort levels have been estimated using best professional judgement and typical scenarios related to work of this type. A cost estimate for fiscal year 2027 activities is provided as **Attachment A**.

WET will begin work on the project immediately upon receiving a notice to proceed from the City of Bozeman, with the intention of completing monitoring activities summer and winter of 2026. The actual start date will depend on weather conditions and access to the facility and its surroundings.

We greatly appreciate the opportunity to assist you with the Old Bozeman City Landfill project. If you have any questions or concerns regarding this task order, please contact me at 406-431-2447 or rsurratt@waterenvtech.com.

Sincerely,



Raye Surratt, MS
Senior Engineer

Attachments: Attachment A – Project Cost Estimate

Attachment A – Project Cost Estimate

FISCAL YEAR 2027

PROJECT COST ESTIMATE
WATER & ENVIRONMENTAL TECHNOLOGIES

Date:	January 14, 2026	**Client Phone #:**	(406) 582-2280
Client:	City of Bozeman	**Client Contact:**	Cody Flammond
Address:	20 East Olive Street	**Project Manager:**	Raye Surratt
Description:	Old Bozeman Landfill Monitoring		

TASK DESCRIPTION	PRICE	UNITS	QTY	PRICE
TASK 1. Project Management				
Senior Engineer III	$198.00	HOUR	6	$1,188.00
Senior Engineer II	$186.00	HOUR	25	$4,650.00
Staff Engineer III	$143.00	HOUR	10	$1,430.00
			SUBTOTAL:	**$7,268.00**
TASK 2. Data Management - Data Entry and QAQC				
Database Specialist	$186.00	HOUR	2	$372.00
Staff Engineer III	$150.00	HOUR	8	$1,200.00
			SUBTOTAL:	**$1,572.00**
TASK 3. Landfill Monitoring (Semi-Annual)				
TASK 3.1 Monitoring - Groundwater				
Staff Engineer/Hydrogeologist	$150.00	HOUR	96	$14,400.00
Meters and Equipment	$220.00	DAY	4	$880.00
Sample Consumables	$20.00	SAMPLE	32	$640.00
			SUBTOTAL:	**$15,920.00**
TASK 3.2 Monitoring - Soil Vapor				
Staff Engineer III	$150.00	HOUR	15	$2,250.00
Helium Meter	$40.00	HOUR	6	$240.00
			SUBTOTAL:	**$2,490.00**
TASK 3.3 Laboratory Analysis				
Groundwater VOCs	$155.00	SAMPLE	40	$6,200.00
Soil Gas VOCs - TO-15 SIM	$600.00	SAMPLE	8	$4,800.00
			SUBTOTAL:	**$11,000.00**
TASK 3.4 Drum Disposal				
Drum Purge Water Sampling	$350.00	SAMPLE	1	$350.00
Drum Disposal	$550.00	LUMP SUM	1	$550.00
			SUBTOTAL:	**$900.00**
TASK 4. Data Summary Report				
Senior Engineer II	$186.00	HOUR	24	$4,464.00
Staff Engineer III	$143.00	HOUR	80	$11,440.00
GIS Specialist	$129.00	HOUR	6	$774.00
			SUBTOTAL:	**$16,678.00**
TASK 5. CAP Update				
Senior Engineer II	$186.00	HOUR	8	$1,488.00
Staff Engineer III	$143.00	HOUR	40	$5,720.00
			SUBTOTAL:	**$7,208.00**
			ESTIMATED PROJECT TOTAL	**$63,036.00**

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Shawn Kohtz, Utilities Director

SUBJECT: Authorize the City Manager to Sign a First Option Amendment to Standard Form Commercial Lease with The Ridge Center, LLC for 7 E Beall Street

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Agreement - Property

RECOMMENDATION: Authorize the City Manager to Sign a First Option Amendment to Standard Form Commercial Lease with The Ridge Center, LLC

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

BACKGROUND: As the need for City staffing has grown, so has the need for additional office space. In April, 2022, the City signed a 5-year lease for office space at 7 E Beall Street. This location currently provides space for Water Conservation, Stormwater Division, and the Metropolitan Planning Office. It has also been used as temporary space for displaced workers when repairs and remodels have been made buildings where they are normally stationed. Signature of the First Option Amendment to Standard Form Commercial Lease with The Ridge Center, LLC will extend the term of the lease through April 1st, 2029.

UNRESOLVED ISSUES: None

ALTERNATIVES: As suggested by the Commission

FISCAL EFFECTS: Costs associated with the lease are covered by each Division's approved budget.

Attachments:
7 E Beall Lease 2022.pdf
First Option Amendment to Std Form Commercial Lease_2026_7 E Beall.pdf

Report compiled on: June 9, 2026

STANDARD FORM COMMERCIAL LEASE

ARTICLE ONE: **BASIC TERMS**

This Article One contains the basic terms (the "Basic Terms") of this Standard Form Commercial Lease ("Lease") between the Landlord and Tenant named below. Other Articles, Sections and Paragraphs of the Lease referred to in this Article One explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

Section 1.01. **Lease Commencement Date**: The date upon which this Lease has been fully executed by Landlord and Tenant.

Section 1.02. **Landlord**: The Ridge Center, LLC

Address of Landlord: PO Box 1795, Bozeman, MT 59715

Section 1.03. **Tenant**: City of Bozeman

Address of Tenant: 121 N Rouse Ave, Bozeman, MT 59715

Contact: Jeff Mihelich

Section 1.04. **Project**: The Project comprises the building located at 7 E. Beall in the City of Bozeman, Gallatin County, Montana 59715 together with all other structures, fixtures and other improvements (including the Leased Premises) which are now located or which may hereafter be located on the tract of land which is described on Exhibit "A" attached hereto and incorporated herein by reference.

Section 1.05. **Leased Premises**: The Leased Premises is that portion of the 1st floor of the Project containing approximately 4,036 square feet of net rentable area, more or less, in the Project located at 7 E. Beall in the City of Bozeman, Gallatin County, Montana 59715 (the "Building"). Along with the Leased Premises, Tenant will have the non-exclusive right to use all of the areas designated as "Common Areas" in and around the Building by Landlord, including, but not limited to, lobbies, sidewalks, parking areas and private driveways, if any, as more particularly described in this Lease.

Section 1.06. **Lease Term**: The Lease Term shall commence on the Rent Commencement Date and shall expire on the date which is Five (5) years after the Rent Commencement Date, subject to any earlier termination as expressly provided herein.

Section 1.07. **Rent Commencement Date**: The "Rent Commencement Date" shall be the earlier of the Occupancy Date (See Article 3.01) or April 1, 2022.

Section 1.08. **Permitted Uses**: General office use. Landlord recognizes Tenant is a governmental entity which requires public access to the Leased Premises.

Section 1.9. **Prepayment of Rent**: Tenant shall pay to the Landlord in full upon execution of this Lease an amount equal to the first month's rent for the first year of the Lease Term ($7,399.33), the receipt of which is hereby acknowledged.

Section 1.10. **Security Deposit**: Tenant shall pay to the landlord in full upon execution of this Lease an amount equal to one months rent of year 5 of the lease as a security deposit in the amount of $8,657.22, the receipt of which is hereby acknowledged.

Section 1.11. **Rent**: The term "Rent" as used hereunder shall mean and include the Base Rent, Tenant's Proportionate Share of Operating Costs, and all other charges payable by Tenant under this Lease, including the following:

(a) BASE RENT: Beginning on the Rent Commencement Date, Base Rent for the Lease Term will be payable in monthly installments and shall be equal to the following:

	Base Rate/SF	Annually	Monthly
Year 1	$22.00	$88,792.00	$7,399.33
Year 2	$22.88	$92,343.68	$7,695.31
Year 3	$23.80	$96,056.80	$8,004.73
Year 4	$24.75	$99,891.00	$8,324.25
Year 5	$25.74	$103,886.64	$8,657.22

(b) OPERATING COSTS: As used in this Lease, the term "Operating Costs" shall mean all expenses of Landlord with respect to the maintenance, servicing, repairing, and/or operation of the Project as more particularly described in Section 3.02 below.

(c) TENANTS PROPORTIONATE SHARE: The term "Tenant's Proportionate Share" means the proportion, expressed as a percentage, that the net rentable area in the Leased Premises, as reasonably determined by Landlord, bears to the total net rentable area in the Project, as determined by Landlord, as of the date that the computation is made. If additional square footage is added to the Project, the computation shall be adjusted by Landlord upon the completion of the construction of such additional square footage. Landlord and Tenant agree that Tenant's Proportionate Share, as of the date of the execution of this Lease is 41.32%, which was determined by dividing the net rentable area in the Leased Premises (4,036 square feet) by the net rentable area in the Project (9,768 square feet).

(d) ESTIMATED INITIAL OPERATING COST PAYMENT: (See Section 3.02). Initial Operating Costs for the entire Project are estimated to be $1513.66 per month and includes taxes, insurance, utilities and maintenance and repair. The Tenant is responsible for its own janitorial costs.

(e) AGREED UPON TENANT IMPROVEMENTS. Landlord agrees and hereby authorizes Tenant at Tenant's expense to install window treatments to prevent computer screen glare and regulate temperature of the Leased Premises. Any such improvements may remain after the Lease Term.

(e) NET RENTABLE AREA: For purposes of determining the Base Rent under this Lease and for all other purposes under this Lease, the net rentable area of the Leased Premises is deemed to be 4,036 square feet.

ARTICLE TWO: **LEASE TERM**

Section 2.01. **Lease For Lease Term**.

(a) Landlord leases the Leased Premises to Tenant and Tenant leases the Leased Premises from Landlord for the Lease Term. The Initial Lease Term is for the period stated in the Basic Terms and shall begin and end on the dates specified in the Basic Terms, unless the beginning or end of the Initial Lease Term is changed under any provision of this Lease.

(b) Tenant shall vacate the Leased Premises upon the expiration of the Lease Term or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord against all damages which Landlord incurs from Tenant's delay in vacating the Leased Premises. If Tenant does not vacate the Leased Premises upon the expiration of the Initial Lease Term or earlier termination of the Lease and Landlord thereafter accepts rent from Tenant, Tenant's occupancy of the Leased Premises shall be a "month-to-month" tenancy, subject to all of the terms of this Lease applicable to a month-to-month tenancy, except that the Base Rent then in effect shall be increased by fifty percent (50%) of the then Base Rent.

ARTICLE THREE: **RENT**

Section 3.01. **Time and Manner of Payment**. Tenant's obligation to pay Base Rent will commence on the Rent Commencement Date. Tenant's obligation to pay Tenant's Proportionate Share of Operating Costs will commence upon the earlier to occur of the Rent Commencement Date or actual occupancy of all or a portion of the Leased Premises by Tenant (the "Occupancy Date"). Commencing with the Occupancy Date, Tenant will pay Tenant's Proportionate Share of Operating Costs on the first day of each calendar month; provided, that, if the Occupancy Date is other than the first day of a calendar month, Tenant's Proportionate Share of Operating Costs for such month will be prorated to the end of the applicable calendar month. Commencing with the Rent Commencement Date, Tenant shall pay the Base Rent and Tenant's Proportionate Share of Operating Costs on the first day of each calendar month. If the Rent Commencement Date should be a date other than the first day of a calendar month, the monthly Base Rent set forth above and Tenant's Proportionate Share of Operating Costs, as applicable, shall be prorated to the end of the applicable calendar month and all succeeding installments hereunder shall be payable on or before the first day of each succeeding calendar month during the Initial Lease Term. All payments hereunder shall be made in advance, without offset, deduction or prior demand. The Base Rent, Tenant's Proportionate Share of the Operating Costs and all other sums due hereunder shall be payable at Landlord's address or at such other place as Landlord may designate in writing.

Section 3.02. **Operating Costs**.

(a) As used in this Lease, the term "Operating Costs" shall mean all reasonable expenses of Landlord with respect to the maintenance, servicing, repairing and/or operation of the Project, including, but not limited to the following: (1) maintenance, repair and replacement costs of all common areas not directly under the control of Tenants of the Project; (2) electricity, fuel, water, sewer, gas and other utility charges; (3) security, window washing and janitorial services, including trash removal; (4) Landlord's insurance costs as contemplated in Section 4.02 below as well as any other insurance costs incurred by Landlord in operating the Project; (5) landscaping and pest control; (6) maintenance of signs (other than tenants' signs); (7) rental or lease payments paid by Landlord for rented or leased personal property used in the maintenance or repair of the Common Areas; (8) management fees; (9) wages and benefits payable to employees whose duties are directly connected with the operation and/or maintenance of the Project which amounts will be

pro-rated if such employees are responsible for other properties or projects; (10) INTENTIONALLY LEFT BLANK; (11) the cost, including interest, amortized over its useful life, of installation of any device or other equipment which improves the operating efficiency of any system within the Project and thereby reduces operating expenses; provided, however, that (unless such device or equipment is approved in advance by Tenant) the amount of such annual cost included in Operating Costs will not exceed the annual amount of the actual reduction in Operating Expenses resulting from the device or equipment; (12) all other reasonable expenses which would customarily be regarded as non-capital operating and maintenance expenses to be incurred by a landlord and passed through to a tenant in projects similar to the Project in Bozeman, Montana; (13) all real property taxes and assessments, including dues and assessments by means of deed restrictions and/or owner's associations which accrue against the Project; (14) governmental levies or charges of any kind or nature assessed or imposed on the Project, whether by state, county, city or any political subdivision thereof; and (15) all insurance premiums Landlord is required to pay or deems necessary to pay, including public liability insurance and workers compensation insurance. Landlord and Tenant understand and agree that the term "reasonable" with regard to Operating Expenses will take into account market conditions and operation, repair and maintenance services customarily provided for other similar first class projects in the Bozeman, Montana area (and passed through to the tenants thereof) and the costs for such services.

(b) The term Operating Costs does not include the following (not the responsibility of Tenant unless otherwise stipulated in this Agreement): (1) expenses for repairs, restoration or other work occasioned by fire, wind, the elements or other casualty that are covered by (and collectible under) insurance or which are covered by (and collectible under) contractor or materials warranty or guaranty; (2) income and franchise taxes of Landlord; (3) expenses incurred in leasing to or procuring of tenants, including leasing commissions, advertising expenses and expenses for the renovating of space for new tenants; (4) interest or principal payments on any mortgage or other indebtedness of Landlord; (5) compensation paid to any employee of Landlord above the grade of property manager; (6) any depreciation allowance or expense (except as specifically referenced above); (7) any utilities or other expenses which are separately metered or calculated and charged to Tenant or any other tenant in the Project; (8) costs incurred by Landlord for alterations which are considered capital improvements and replacements under generally accepted accounting principles consistently applied (except as specifically referenced above); (9) costs incurred and reimbursed to Landlord due to violation by any tenant of the terms and conditions of any lease or other rental arrangement covering space in the Project or any portion thereof; and (10) any costs, fines and penalties incurred due to violations by Landlord of any currently existing (as of the date hereof) governmental rule or authority; and (11) rental income insurance.

(c) Prior to the Lease Commencement Date, and from time to time thereafter, Landlord shall deliver to Tenant its estimate of the Operating Costs to be incurred during the then-current calendar year. Landlord may adjust the estimate from time to time during the year to which it relates. On the first day of each month during the Initial Lease Term Tenant shall pay to Landlord in advance, as additional rent, without offset or deduction, an amount equal to one-twelfth (1/12) of Tenant's Proportionate Share of the estimated Operating Costs as calculated by Landlord (prorated for any partial month). The Estimated Initial Operating Costs monthly payment due from Tenant shall be the sum set forth in the Basic Terms (Section 1.12(b)). Within one hundred twenty (120) days following the end of each calendar year, Landlord shall furnish to Tenant a statement showing the total actual Operating Costs for the calendar year just expired, the amount of Tenant's Proportionate Share of the Operating Costs, and payments made by Tenant during such calendar year. Upon reasonable prior written notice from Tenant to Landlord, Tenant may review the books

and records of Landlord regarding the Operating Costs and the calculation of Tenant's Proportionate Share. If Tenant's Proportionate Share of the actual Operating Costs for such calendar year exceeds the aggregate of Tenant's monthly payments made during the calendar year just expired, Tenant shall pay to Landlord the deficiency within thirty (30) days after receipt of said statement. If Tenant's payments exceed Tenant's Proportionate Share of the actual Operating Costs as shown on such statement, Tenant shall be entitled to offset the excess against payments thereafter becoming due as Tenant's Proportionate Share of Operating Costs; provided, however, that any such excess exceeding Tenant's projected Proportionate Share of Operating Costs for the subsequent calendar year will be paid by Landlord to Tenant. No portion of the Operating Costs paid by Tenant shall be credited against the Base Rent or any other rental obligations hereunder.

Section 3.03. **Security Deposit**. The Landlord acknowledges receipt of a security deposit of $8,657.22. This deposit will be held on behalf of the Tenant by the Landlord for the Lease Term. During the Lease Term, should Tenant default or otherwise fall delinquent in its payment obligations to the Landlord, the Landlord shall have the right to apply the Security Deposit against such amounts owed until said amounts are satisfied. Within ten (10) days of notifying Tenant of the depletion of the Security Deposit, Tenant shall replenish the Security Deposit to its original value of $8,657.22 by remitting payment to Landlord. Failure to replenish the Security Deposit by Tenant shall constitute default of this Lease by the Tenant. At the end of the Lease Term, following a full review of the Leased Premises, the Landlord shall remit the Security Deposit to the Tenant less any amounts deducted from the Security Deposit for damage that exists within the Leased Premises or within the Common Areas which are agreed to be the direct result of actions of the Tenant.

Section 3.04. **Interest on Past Due Obligations**. Any sums required to be paid hereunder and not paid when due, including attorneys' fees, shall bear interest, until paid, at the lesser of the following rates: (i) 15% per annum; or (ii) the highest rate allowed under applicable law (such lesser rate being referred to herein as the "Past Due Rate"). All agreements between Landlord and Tenant, whether now existing or hereafter arising, whether herein contained or in any other instrument or agreement, whether written or oral, are hereby expressly limited so that in no contingency or event whatsoever shall any acceleration of rents due, late charges, returned check charges, interest charges, or any other charges whatsoever, be deemed as interest charged, contracted for or received in excess of the amount permitted under applicable law, it particularly being the intention of the parties hereto to conform strictly to the laws of the State of Montana. Any portion of such charges which are deemed as interest in excess of the amount permitted under applicable law, as of the date such charge is due, shall be applied to a reduction of the rental payment next coming due hereunder, or, if such portion of charges exceeds the rental payment next coming due hereunder, such amount shall be refunded to Tenant. To the extent permitted by law, determination of the legal maximum amount of interest shall at all times be made by amortizing, prorating, allocating, and spreading in equal parts during the period of the full term of this Lease, all amounts deemed as interest at any time contracted for, charged or received from Tenant in connection with this Lease.

ARTICLE FOUR: **UTILITIES AND SERVICES, INSURANCE AND COMMON AREAS**

Section 4.01. **Utilities and Services**. Landlord will provide normal utility service connections to the Building constituting the Leased Premises. As the utility services are jointly metered in the Project, Landlord will make a reasonable determination of Tenant's proportionate share of the cost of such services and Tenant will pay such share monthly as a part of its monthly proportionate a share of operating costs (See Section 1.12(B)). In a multi-occupancy Building, Landlord may provide water to the Leased Premises

in which case Tenant agrees to pay to Landlord its pro rata share of the cost of such water within ten (10) days of invoice. Tenant will pay all costs caused by Tenant introducing excessive pollutants or solids other than ordinary human waste into the sanitary sewer system, including permits, fees and charges levied by any governmental entity for any such pollutants and solids. Except as specifically set forth herein, Landlord will not be required to pay for any utility services, supplies or upkeep in connection with the Leased Premises. Utility services for the Common Areas will be part of the Operating Costs.

Tenant agrees that Landlord is not liable to Tenant in any respect for damages to either person, property or business on account of any interruption or failure of utilities or services furnished by Landlord. Except as otherwise specifically set forth below, no such interruption or failure may be construed as an eviction of Tenant or entitle Tenant to (i) any abatement of rent, (ii) terminate the Lease, or (iii) be relieved from fulfilling any covenant or agreement contained herein. Should any malfunction of the utility improvements or facilities to the Leased Premises or the Building (which are located outside the shell of the Building but after the meter or otherwise not the responsibility of the utility provider) occur for any reason, Landlord will use reasonable diligence to repair same promptly, but Tenant will not be entitled to any claim for rebate or abatement of rent or damages on account of such malfunction or of any interruption in service occasioned thereby or resulting therefrom unless cause in whole by Landlord's negligence.

Rent will abate during any interruption or failure of utility service to the Leased Premises to the extent that it is caused by the negligent act or omission of Landlord and renders greater than thirty percent (30%) of the Leased Premises untenantable, commencing with the fifteenth (15th) consecutive day of such interruption and continuing until such service is restored. If there is an interruption or failure of utility service caused by the negligent act or omission of Landlord which renders the Leased Premises untenantable for thirty (30) consecutive days, then Tenant may, at Tenant's option, terminate the Lease.

Section 4.02. **Insurance Policies**.

(a) **Liability Insurance**. During the Lease Term, Tenant shall maintain a policy of commercial general liability insurance (sometimes known as broad form comprehensive general liability insurance) insuring Tenant against liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the operation, use or occupancy of the Leased Premises. The insurance policy must: name Landlord as an additional insured under such policy for liability brought to Landlord through the city's actions, activities or operations. The limits of the policy will be the statutory tort cap limits for public entities in the State of Montana. Landlord will also obtain comprehensive public liability insurance in an amount and with coverage determined by Landlord insuring Landlord against liability arising out of ownership, operation, use or occupancy of the Leased Premises.

(b) **Leased Premises and Rental Income Insurance**. During the Lease Term: (i) Landlord shall maintain policies of insurance covering loss of or damage to the Building and the Landlord Improvements in the full amount of their replacement value; and (ii) Tenant shall maintain policies of insurance which name Landlord as an additional named insured and cover loss or damage to the Tenant Improvements in the full amount of their replacement value. Such policies shall contain an Inflation Guard Endorsement and shall provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage and any other perils which Landlord deems reasonably necessary. Landlord shall have the right to obtain flood insurance if required by any lender holding a security interest in the Leased Premises. Landlord shall not obtain insurance for Tenant's fixtures or equipment or the Tenant Improvements or any other building improvements installed by Tenant

on the Leased Premises. During the Lease Term, Landlord shall also maintain a rental income insurance policy, with loss payable to Landlord, in an amount equal to one year's Base Rent, plus estimated real property taxes and insurance premiums. Tenant shall not do or permit anything to be done which invalidates or increases the costs of any such insurance policies.

(c) **Payment of Premiums**. Tenant shall pay all premiums for the insurance policies described in Section 4.02(a) within ten (10) days after Tenant's receipt of a copy of the premium statement or other evidence of the amount due. The premiums for insurance policies maintained by Landlord will be included in the Operating Costs, and Tenant shall pay Tenant's Proportionate Share of such premiums. If the Lease Term expires before the expiration of an insurance policy maintained by Landlord, Tenant shall be liable for Tenant's prorated share of the insurance premiums. Before the Lease Commencement Date, Tenant shall deliver to Landlord a copy of any policy of insurance which Tenant is required to maintain under this Section 4.02. At least thirty (30) days prior to the expiration of any such policy, Tenant shall deliver to Landlord a renewal of such policy. As an alternative to providing a policy of insurance, Tenant shall have the right to provide Landlord a certificate of insurance, executed by an authorized officer of the insurance company, showing that the insurance which Tenant is required to maintain under this Section 4.02 is in full force and effect and containing such other information which Landlord reasonably requires.

(d) **General Insurance Provisions**.

(i) Any insurance which Tenant is required to maintain under this Lease shall include a provision which requires the insurance carrier to give Landlord not less than thirty (30) days' written notice prior to any cancellation or modification of such coverage.

(ii) If Tenant fails to deliver any policy, certificate or renewal to Landlord required under this Lease within the prescribed time period or if any such policy is canceled or modified during the Lease Term without Landlord's consent, Landlord may, after written notice to Tenant and a 10 day opportunity to cure such default, obtain such insurance, in which case Tenant shall reimburse Landlord for the cost of such insurance within fifteen (15) days after receipt of a statement that indicates the cost of such insurance. The foregoing notwithstanding, no notice to Tenant will be required if Tenant's required insurance hereunder has expired, lapsed or otherwise terminated prior to Landlord obtaining such insurance at Tenant's expense.

(iii)

Section 4.03. **Common Areas**.

(a) **Common Areas**. As used in this Lease, "Common Areas" shall mean all areas within the Project which are generally available for the common use of tenants of the Project and which are not leased or held for the exclusive use of Tenant or other tenants, including, but not limited to, driveways, sidewalks, loading areas, access roads, corridors, landscaping and planted areas. Landlord, from time to time, may change the size, location, nature and use of any of the Common Areas, convert Common Areas into leasable areas, construct additional parking facilities (including parking structures) in the Common Areas, and increase or decrease Common Area land and/or facilities. Tenant acknowledges that such activities may result in inconvenience to Tenant. Such activities and changes are permitted if they do not materially affect Tenant's use of the Leased Premises.

(b) **Use of Common Areas**. Tenant shall have the nonexclusive right (in common with other tenants and all others to whom Landlord has granted or may grant such rights) to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may establish from time to time. Tenant shall abide by such rules and regulations and shall use reasonable efforts to cause others who use the Common Areas with Tenant's express or implied permission to abide by Landlord's rules and regulations. At any time, Landlord may close any Common Areas to perform any acts in the Common Areas as, in Landlord's judgment, are desirable to improve the Project. Tenant shall not interfere with the rights of Landlord, other tenants or any other person entitled to use the Common Areas.

(c) **Vehicle Parking**. Tenant shall have the exclusive right to use seven (7) parking spaces of the thirty (30) parking spaces available at the Project. Tenant's parking shall be subject to the rules and regulations established by Landlord. Handicapped spaces shall only be used by those legally permitted to use them.

(d) **Maintenance of Common Areas**. Landlord shall maintain the Common Areas in good order, condition and repair. Tenant shall pay Tenant's Proportionate Share of all costs incurred by Landlord for the operation and maintenance of the Common Areas, provided such costs fall within the definition of Operating Costs (See Section 3.02).

ARTICLE FIVE: **USE OF LEASED PREMISES**

Section 5.01. **Permitted Uses**. Tenant may use the Leased Premises only for the Permitted Use set forth in the Basic Terms.

Section 5.02. **Manner of Use**. Tenant shall not cause or permit the Leased Premises to be used in any way which constitutes a violation of any applicable law, ordinance, or governmental regulation or order, which annoys or interferes with the rights of tenants of the Project, or which constitutes a nuisance or waste. Tenant, at Tenant's sole cost and expense, will comply with all laws, ordinances, orders, rules and regulations now in effect or enacted subsequent to the date hereof of state, federal, municipal or other governmental entities or agencies having jurisdiction over Tenant or the use, condition and occupancy of the Leased Premises. Tenant will comply with the rules and regulations of the Project adopted by Landlord which are set forth on Exhibit "B" attached hereto. Landlord is entitled, at all times, to change and amend the rules and regulations in any reasonable manner as Landlord deems advisable for the safety, care, cleanliness, preservation of good order and operation or use of the Project. All such changes and amendments to the rules and regulations of the Project must be in writing and sent to Tenant at the Leased Premises and thereafter must be carried out and observed by Tenant.

Section 5.03. **Hazardous Materials**. Throughout the Lease Term, Tenant shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Leased Premises other than in de minimis amounts and in strict compliance with all applicable federal, state, and local laws, rules, regulations, and orders. For purposes of this provision, the term "Hazardous Materials" shall mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any applicable local, state, or federal law, rule, regulation, or order. Tenant shall indemnify, defend and hold Landlord harmless from and against the following, to the extent any of the following are covered by or related to Tenant's use or occupancy of the Leased Premises and regardless of any strict liability of Landlord: (a) any loss, cost, expense, claim, or liability arising out of any investigation, monitoring, clean-up, containment, removal, storage, or restoration work (herein referred to as "Remedial Work") required by, or incurred by Landlord

or any other person or party in a reasonable belief that such Remedial Work is required by any applicable federal, state or local law, rule, regulation or order, or by any governmental agency, authority, or political subdivision having jurisdiction over the Leased Premises arising out of Tenant's use of the Leased Premises; and (b) any claims of third parties for loss, injury, expense, or damage arising out of the presence, release, or discharge of any Hazardous Materials on, under, in, above, to, or from the Leased Premises arising out of Tenant's use of the Leased Premises. In the event any Remedial Work is so required under any applicable federal, state, or local law, rule, regulation or order, Tenant shall promptly perform or cause to be performed such Remedial Work in compliance with such law, rule, regulation, or order. In the event Tenant shall fail to commence the Remedial Work in a timely fashion, or shall fail to prosecute diligently the Remedial Work to completion, such failure shall constitute an event of default on the part of Tenant under the terms of this Lease, and Landlord, in addition to any other rights or remedies afforded it hereunder, may, but shall not be obligated to, cause the Remedial Work to be performed, and Tenant shall promptly reimburse Landlord for the cost and expense thereof upon demand. Notwithstanding any provision herein to the contrary, Tenant will have no liability or responsibility with respect to any Hazardous Materials which were placed upon or within the Project or the Leased Premises prior to the Commencement Date of this Lease or which migrate on to the Project from other areas except to the extent that Tenant's negligently exacerbates any liability arising out of Hazardous Materials.

Section 5.04. **Signs**. Tenant may not place any signs on the Leased Premises or elsewhere within the Project without Landlord's prior written consent, which will not be unreasonably withheld. All expenses incurred in connection with any signage for Tenant's benefit will be borne solely by Tenant.

Section 5.05. **Indemnities**. TENANT SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD THE LANDLORD, WHILE ACTING WITHIN THEIR DUTIES AS SUCH, HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, DEMANDS, CAUSES OF ACTION, AND JUDGEMENTS (INCLUDING THE COST OF DEFENSE AND REASONABLE ATTORNEY FEES) ARISING IN FAVOR OR ASSERTED BY TENANT'S EMPLOYEES OR THIRD PARTIES ON ACCOUNT OF DAMAGE TO PROPERTY, BODILY OR PERSONAL INJURY, OR DEATH ARISING OUT OF ANY SERVICES PERFORMED, ACT OR OMISSION THAT IN ANY WAY RESULTS FROM THE ACTS OR OMISSIONS OF TENANT, EXCEPT THE NEGLIGENCE OF THE LANDLORD UNDER THIS AGREEMENT.

LANDLORD WILL INDEMNIFY TENANT AGAINST AND HOLD TENANT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS OR LIABILITIES (AND COSTS AND EXPENSES RELATED THERETO) (NOT OTHERWISE COVERED BY AND COLLECTIBLE UNDER APPLICABLE INSURANCE) TO THE EXTENT ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACT OR OMISSION OF LANDLORD RELATED TO (I) LANDLORD'S INSPECTION OF THE PROJECT OR THE LEASED PREMISES(II) LANDLORD'S OPERATION MAINTENANCE OR REPAIR OF THE COMMON AREAS OR OTHER AREAS OF THE PROJECT TO BE MAINTAINED BY LANDLORD, INCLUDING FOUNDATION, EXTERIOR WALLS AND ROOF, AND (Ill) LANDLORD PROVIDING ANY SERVICES THE COST OF WHICH IS PASSED THROUGH TO TENANT AS OPERATING COSTS. THIS INDEMNIFICATION WILL NOT COVER ANY CONSEQUENTIAL OR SPECIAL DAMAGES OF TENANT OR ANY OCCURRENCE OF LANDLORD EXERCISING SELF-HELP REMEDIES UPON A DEFAULT BY TENANT HEREUNDER.

Section 5.06. **Landlord's Access**. Subject to Tenant's reasonable security policies, Landlord or its agents may enter the Leased Premises at all reasonable times to show the Leased Premises to potential buyers, investors or tenants or other parties; to do any other act or to inspect and conduct tests in order to monitor Tenant's compliance with all applicable environmental laws and all laws governing the presence and use of Hazardous Material; or to do any other acts necessary or desirable for the use and operation of the Project; provided, however, that Landlord shall use reasonable efforts not to unreasonably disturb Tenant's use of the Leased Premises. Landlord shall give Tenant at least 24 hours prior notice of such entry, except in the case of an emergency. Landlord may place customary "For Sale" or "For Lease" signs on the Leased Premises.

Section 5.07. **Quiet Possession**. If Tenant pays the rent and complies with all other terms of this Lease, Tenant may occupy and enjoy the Leased Premises for the full Lease Term, subject to the provisions of this Lease. Landlord represents and warrants that it now has good and indefeasible fee simple title to the Project subject to certain laws, ordinances, regulations and rules affecting the Project and to the liens, easements and other encumbrances. Landlord represents and warrants that it has full authority to enter into this Lease with Tenant.

Section 5.08. **Security**. Tenant is responsible, at Tenant's sole cost and expense, to maintain security at the Leased Premises and any other security Tenant determines is reasonably necessary or desirable in the Building of which the Leased Premises are a part or in the Common Areas serving the Leased Premises (including the parking areas). Tenant may install locks including locks which provide for electronic access to all entrances into the Leased Premises; provided, however, that in no case shall any locking mechanism restrict Landlord access to Leased Premises in accordance with the terms of this Lease.

ARTICLE SIX: **CONDITION OF LEASED PREMISES; MAINTENANCE, REPAIRS AND ALTERATIONS**

Section 6.01. **Existing Conditions**. Except for material latent, design or construction defects in the Landlord Improvements and those defects identified in the initial walkthrough (See Section 6.05), Tenant accepts the Leased Premises in its condition as of the execution of the Lease, subject to the completion of the Landlord Improvements (and any punch list items noted by Landlord and Tenant at the time of tender of the Leased Premises), and subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Except as provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Leased Premises or the suitability of the Leased Premises for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Leased Premises and is not relying on any representations of Landlord or any broker or any other party acting for or on behalf of Landlord with respect thereto. The foregoing notwithstanding, Landlord will diligently and in reasonably good faith pursue any contractor or materials warranties or guarantees with regard to any defect, latent or otherwise, in the Leased Premises.

Section 6.02. **Landlord's Obligations**.

(a) Except as provided in Article Seven (Damage or Destruction) and Article Eight (Condemnation), Landlord shall (at its own cost and expense) keep the following in good order, condition and repair: the foundations, exterior walls and roof of the Leased Premises. Except as provided in Article Seven (Damage or Destruction) and Article Eight (Condemnation), Landlord shall keep the Common Areas in good order, condition and repair, it being understood and agreed that Operating Costs arising therefrom will be subject to Tenant's Proportionate Share of Operating

Expenses payment obligations. Landlord shall not be obligated to maintain or repair windows, interior doors, plate glass , the interior surfaces of exterior walls or damage to the roof caused by Tenant or Tenant's agents, employees, representatives or contractors (including but not limited damaged caused by any of the Tenant Improvements). Landlord shall make repairs under this Section 6.02 within a reasonable time after receipt of written notice from Tenant of the need for such repairs and will diligently prosecute such repairs to completion. In the event Landlord fails to commence repairs under this Section 6.02 within thirty (30) days after receipt of written notice from Tenant of the need for such repairs or, thereafter fails to diligently prosecute such repair to completion, Tenant may (after ten (10) days written notice to Landlord) cause such repairs to be made in a diligent and good and workmanlike manner. In such event, Landlord will reimburse Tenant all of Tenant's documented out-of-pocket reasonable costs and expenses related to such repairs within ten (10) days after receipt of an invoice, together with such documented costs and expenses. In no event will Tenant be entitled to offset Rent for any of the costs or expenses related to such repairs.

(b) Tenant shall not be responsible for the performance or cost of any repair and maintenance: (i) to the extent necessitated by the negligent acts or omissions of Landlord or its agents, employees or contractors; (ii) to the extent necessitated by any insurable casualty for which Landlord receives insurance proceeds therefor or by exercise of the power of eminent domain; (iii) because of construction defects, whether latent or not, in the Leased Premises, the Building or the Project occurring within one (1) year after the Commencement Date; (iv) arising from a failure to construct the Leased Premises, the Building or the Project in accordance with all laws in effect as of the date hereof; (v) for which Landlord has a right of reimbursement from others and actually collects such reimbursement; or (vi) which would constitute a capital expense, improvement or replacement under Generally Accepted Accounting Principles (except as otherwise provided in this Lease); and all of the preceding shall be performed by Landlord, at its sole cost and expense, except as otherwise permitted or provided in the Lease.

Section 6.03. **Tenant's Obligations**.

(a) Except as provided in Section 6.02, Article Seven (Damage or Destruction) and Article Eight (Condemnation), Tenant shall keep all portions of the Leased Premises (including nonstructural, interior, systems and equipment but excluding those portions for which Landlord is expressly responsible hereunder) in good order, condition and repair (including interior repainting and refinishing, as needed). Tenant shall be responsible for the preservation, maintenance and repair of the heating, ventilation and air-conditioning systems, plumbing, electrical and/or repairs, up to $500.00 per repair.

Section 6.04. **Alterations, Additions, and Improvements**.

(a) Except as provided herein, Tenant shall not make any alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount reasonably satisfactory to Landlord. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Section 6.04(a) upon Landlord's written request. All alterations, additions, and improvements shall be done in a good and workmanlike manner, in conformity with all applicable laws and regulations, and pursuant to plans and specifications and by a contractor both of which have been approved by Landlord. Upon completion of any such work,

Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials.

(b) Tenant shall pay when due all claims for labor and material furnished to the Leased Premises. Tenant shall give Landlord at least ten (10) days' prior written notice of the commencement of any work on the Leased Premises, regardless of whether Landlord's consent to such work is required. Landlord may elect to record and post notices of non-responsibility on the Leased Premises.

Section 6.05. **Condition upon Termination**. Upon the termination of the Lease, Tenant shall surrender the Leased Premises to Landlord, broom clean and in the same condition as received (including the Tenant Improvements) except for fire, casualty, and ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. In addition, Landlord may require Tenant to remove any alterations, additions or improvements, other than the Tenant Improvements, (whether or not made with Landlord's consent) prior to the expiration of the Lease and to restore the Leased Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the expiration or earlier termination of the Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Leased Premises. Tenant shall repair, at Tenant's expense, any damage to the Leased Premises caused by the removal of any such machinery or equipment. In no event, however, shall Tenant remove any of the following materials or equipment (which shall be deemed Landlord's property) without Landlord's prior written consent: any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment and decorations. The foregoing notwithstanding, Tenant and Landlord will mutually perform a walk through of the Leased Premises prior to the Tenants occupancy. During this walkthrough, the existing condition of the Leased Premises will be viewed and agreed to by Tenant and Landlord. Upon termination of the this Lease, Tenant will be required to return the Leased Premises to the Landlord in the same condition as was viewed by Tenant and Landlord during the walkthrough except for fire, casualty and ordinary wear and tear.

ARTICLE SEVEN: **DAMAGE OR DESTRUCTION**

Section 7.01. **Partial Damage to Leased Premises**.

(a) Tenant shall notify Landlord in writing immediately upon the occurrence of any damage to the Leased Premises. If the Leased Premises is only partially damaged (i.e., less than seventy percent (70%) of the Leased Premises is untenantable as a result of such damage or less than seventy percent (70%) of Tenant's operations are materially impaired) and if the proceeds received by Landlord from the insurance policies described in Section 4.02(b) are sufficient to pay for the necessary repairs, this Lease shall remain in effect and Landlord shall repair the damage as soon as reasonably possible and Landlord will notify Tenant within thirty (30) days of the casualty of the estimated time necessary to rebuild the Leased Premises. If such period exceeds sixty (60) days, Tenant may terminate this Lease within fifteen (15) days of receipt of such notice in which event, all unaccrued Rent will abate. If Landlord does not achieve substantial completion of such repairs within sixty (60) days of such casualty, Tenant may within ten (10) days of such failure and prior to substantial completion of the repairs by Landlord terminate this Lease, in which event all

unaccrued Rent hereunder will abate. Landlord may elect (but is not required) to repair any damage to Tenant's fixtures, equipment, or improvements.

(b) If the insurance proceeds received by Landlord are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by the insurance policies which Landlord and Tenant maintain under Section 4.02(b), Landlord may elect either to (i) repair the damage as soon as reasonably possible, in which case this Lease shall remain in full force and effect, or (ii) terminate this Lease as of the date the damage occurred. Landlord shall notify Tenant within thirty (30) days after receipt of notice of the occurrence of the damage whether Landlord elects to repair the damage or terminate the Lease. If the damage was due to a negligent act or omission of Tenant, or Tenant's employees, agents, contractors or invitees, or a default or breach by Tenant hereunder, Tenant shall pay the difference between the actual cost of repair and any insurance proceeds received by Landlord. If Landlord elects to terminate the Lease, Tenant may elect to continue this Lease in full force and effect, in which case Tenant shall repair any damage to the Leased Premises. Tenant shall pay the cost of such repairs, except that upon satisfactory completion of such repairs, Landlord shall deliver to Tenant any insurance proceeds received by Landlord for the damage repaired by Tenant. Tenant shall give Landlord written notice of such election within ten (10) days after receiving Landlord's termination notice.

(c) If the damage to the Leased Premises occurs during the last six (6) months of the Lease Term and such damage will require more than thirty (30) days to repair, either Landlord or Tenant may elect to terminate this Lease as of the date the damage occurred, regardless of the sufficiency of any insurance proceeds. The party electing to terminate this Lease shall give written notification to the other party of such election within thirty (30) days after Tenant's notice to Landlord of the occurrence of the damage.

Section 7.02. **Substantial or Total Destruction**. If the Leased Premises is substantially or totally destroyed by any cause whatsoever (i.e., the damage to the Leased Premises is greater than partial damage as described in Section 7.01), this Lease shall terminate as of the date the destruction occurred.

Section 7.03. **Temporary Reduction of Rent**. If the Leased Premises is destroyed or damaged and Landlord or Tenant repairs or restores the Leased Premises pursuant to the provisions of this Article Seven, any Rent payable during the period of such damage, repair and/or restoration shall be reduced according to the degree, if any, to which the Leased Premises are unavailable for use by Tenant. Except for such possible reduction in Rent, Tenant shall not be entitled to any compensation, reduction, or reimbursement from Landlord as a result of any damage, destruction, repair, or restoration of or to the Leased Premises.

Landlord and Tenant shall each have the right to terminate the Lease if (i) any damage to the Leased Premises occurs during the last year of the term of the Lease which renders 30% or more of the Leased Premises untenantable and (ii) it is estimated that necessary repairs will not be completed within sixty (60) days from the date of such damage, unless Tenant has an option to extend the term of the Lease and Tenant exercises such option within thirty (30) days of the date of such damage.

ARTICLE EIGHT: **CONDEMNATION**

If all or any portion of the Leased Premises is taken under the power of eminent domain or sold under the threat of that power (all of which are called "Condemnation"), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. If more than twenty percent (20%) of the floor area of the Leased Premises is taken, either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes title or possession, by delivering

written notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession). If neither Landlord nor Tenant terminates this Lease, this Lease shall remain in effect as to the portion of the Leased Premises not taken, except that the Base Rent and Tenant's Proportionate Share of the Operating Costs shall be reduced in proportion to the reduction in the floor area of the Leased Premises. If more than twenty percent (20%) of the parking area of the Leased Premises is taken, Tenant may, at Tenant's option, terminate this Lease as to a proportionate amount of space of the Leased Premises as of the date the condemning authority takes title or possession of such parking area, by delivering written notice to Landlord within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession of such parking area). The Lease, as to the remaining portion of the Leased Premises, shall remain in effect except that the Base Rent and Tenant's proportionate share of the Operating Costs will be reduced in proportion to the reduction in the floor area of the Leased Premises. Any Condemnation award or payment with regard to the Leased Premises shall be distributed in the following order: (a) first, to any ground lessor, mortgagee or beneficiary under a deed of trust encumbering the Leased Premises, the amount of its interest in the Leased Premises; (b) second, to Tenant, only the amount of any award specifically designated for loss of or damage to Tenant's trade fixtures or removable personal property, moving expenses and the unamortized value of the Tenant Improvements paid for by Tenant and not reimbursed by Landlord with the Allowance; and (c) third, to Landlord, the remainder of such award, whether as compensation for reduction in the value of the leasehold, the taking of the fee, or otherwise. If this Lease is not terminated, Landlord shall repair any damage to the Leased Premises caused by the Condemnation, except that Landlord shall not be obligated to repair any damage for which Tenant has been reimbursed by the condemning authority. If the severance damages received by Landlord are not sufficient to pay for such repair, Landlord shall have the right to either terminate this Lease or make such repair and include the expense thereof in the Operating Costs.

ARTICLE NINE: **ASSIGNMENT AND SUBLETTING**

Section 9.01. **Landlord Consent Required**. Tenant shall not assign, in whole or in part, this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise or mortgage or pledge the same, or sublet the Leased Premises, in whole or in part, without the prior written consent of Landlord, and in no event shall any such assignment or sublease ever release Tenant or any guarantor from any obligation or liability hereunder. Landlord's consent to a proposed assignment or sublease hereunder by Tenant will not be unreasonably withheld, conditioned or delayed and such consent will be reasonably determined by Landlord based solely on the financial condition, reputation, and operations (i.e., the permitted use hereunder, the density of personnel, and relative to other operations of tenants in the Project) of the proposed sublessee or assignee.

Section 9.02. **Conditions of Assignment or Sublease**. If Tenant desires to assign or sublet all or any part of the Leased Premises, it shall so notify Landlord in writing in advance of the date on which Tenant desires to make such assignment or sublease. Tenant shall provide Landlord with a copy of the proposed assignment or sublease and such information as Landlord might reasonably request concerning the proposed sublessee or assignee to allow Landlord to make informed judgments as to the financial condition, reputation, operations and general desirability of the proposed sublessee or assignee. Within fifteen (15) days after Landlord's receipt of Tenant's proposed assignment or sublease and all required information concerning the proposed sublessee or assignee, Landlord shall have the following options: (1) consent to the proposed assignment or sublease or (2) refuse (based on, among other things, the criteria set forth above) to consent to the proposed assignment or sublease. Landlord's failure to respond in writing within such fifteen (15) day period will be deemed as an approval of such assignment or sublease. Upon

the occurrence of an event of default by Tenant under this Lease, if all or any part of the Leased Premises are then assigned or sublet, Landlord, in addition to any other remedies provided by this Lease or provided by law, may, at its option, collect directly from the assignee or sublessee all rents becoming due to Tenant by reason of the assignment or sublease. No collection directly by Landlord from the assignee or sublessee shall be construed to constitute a novation or a release of Tenant or any guarantor from the further performance of its obligations under this Lease.

ARTICLE TEN: **DEFAULTS AND REMEDIES**

Section 10.01. **Default by Tenant**. The following shall be deemed to be events of default by Tenant under this Lease: (a) Tenant shall fail to pay when due any installment of Rent or any other payment required pursuant to this Lease and such failure continues for a period of five (5) business days from Tenant's receipt of written notice of such non-payment; (b) Tenant or any guarantor of Tenant's obligations hereunder shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due, or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations hereunder and the same is not dismissed within sixty (60) days; (c) Tenant or any guarantor of Tenant's obligations hereunder shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; (d) Tenant shall do or permit to be done any act which results in a lien being filed against the Leased Premises or the Project, and the same is not released or bonded around in manner satisfactory to Landlord within thirty (30) days; (e) the liquidation, termination, dissolution or (if the Tenant is a natural person) the death of Tenant or any guarantor of Tenant's obligations hereunder; or (f) Tenant shall be in default of any other term, provision or covenant of this Lease, other than those specified in subparts (a) through (e), above, and Tenant does not commence to cure such default within fifteen (15) days after written notice thereof to Tenant and thereafter diligently prosecute such cure to completion.

Section 10.02. **Remedies for Tenant's Default**. Upon the occurrence of any event of default set forth in this Lease, Landlord shall have the option to pursue any one or more of the remedies set forth in this Section without any additional notice or demand:

(a) Landlord may terminate this Lease and forthwith repossess the Leased Premises and be entitled to recover forthwith as damages a sum of money equal to the total of: (i) the cost of recovering the Leased Premises (including attorneys' fees and costs of suit); (ii) the unpaid Rent earned at the time of termination, plus interest thereon at the highest rate allowed by applicable law; (iii) the present value (discounted at the rate of ten percent (10%) per annum) of the balance of the Base Rent, Tenant's Proportionate Share of Operating Costs, and all other sums due hereunder for the remainder of the Lease Term less the present value (discounted at the same rate) of the fair market rental value of the Leased Premises for said period; and (iv) any other sum of money and damages owed by Tenant to Landlord.

(b) Landlord may terminate Tenant's right of possession (but not this Lease) and may repossess the Leased Premises by forcible detainer suit or otherwise, without demand or notice of any kind to Tenant and without terminating this Lease, in which event Landlord will use commercially reasonable efforts in accordance with Section 10.04 below to relet the Leased Premises for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord, in Landlord's sole and absolute discretion. For the purpose of such reletting, Landlord is authorized to make any repairs, changes, alterations, or additions in or to Leased Premises which Landlord may consider to be necessary, in Landlord's reasonable judgment. If Landlord does not relet the Leased Premises, then Tenant shall pay to Landlord as damages a sum equal to the amount

of the Rent and all other sums due hereunder, plus the cost of recovering possession of the Leased Premises, plus interest on all of the foregoing at the Past Due Rate. If the Leased Premises are relet and a sufficient sum is not realized from such reletting (after paying the cost of recovering possession of the Leased Premises, plus all of the costs and expenses of repairs, changes, alterations, and additions to the Leased Premises necessary to cause such condition to comply with the provisions of Section 6.05 hereof, plus all expenses of reletting the Leased Premises, plus interest on all of the foregoing at the Past Due Rate) to satisfy the Rent provided for in this Lease to be paid, plus all other sums owed by Tenant to Landlord, plus interest on all of the foregoing at the Past Due Rate, then Tenant shall satisfy and pay any such deficiency to Landlord upon demand therefor from time to time, and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this paragraph from time to time, and that no delivery or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord, nor shall such reletting be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention be given to Tenant by Landlord. The foregoing notwithstanding, it is understood and agreed that Landlord may (whether or not the Leased Premises are relet) recover from Tenant that portion of the Allowance allocable to Tenant Improvements not used by subsequent Tenant to the extent such Allowance has not been repaid by Tenant to Landlord amortized over the Term of the Lease. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

(c) Landlord may make such payments and/or take such actions (including, without limitation, entering upon or within the Leased Premises, by force if necessary) and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant covenants and agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, together with interest thereon at the Past Due Rate from the date paid by Landlord.

(d) Landlord shall have the right to cause a receiver to be appointed in any action against Tenant to take possession of the Leased Premises and/or to collect the rents or profits derived therefrom. The appointment of such receiver shall not constitute an election on the part of Landlord to terminate this Lease unless notice of such intention is given to Tenant.

(e) After terminating this Lease or Tenant's right to possession of the Leased Premises, Landlord may, without notice to Tenant or any other party, remove any and all personal property located in the Leased Premises and either dispose of or store such personal property at Tenant's expense.

(f) In addition to the other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation or attempted or threatened violation, of any of the provisions of this Lease, or to a decree compelling performance of any other provisions of this lease, or to any other remedy allowed at law or in equity.

(g) In addition to the other remedies provided in this Lease, if any payment of Rent is not received by Landlord on or before the 5th day after its due date, or if any other payment hereunder due Landlord by Tenant is not received by Landlord on or before the 5th day after the date of delivery by Landlord to Tenant of an invoice or statement for such payment, a late payment charge of three percent (3%) of such past due amount shall become due and payable in addition to all other amounts owed under this Lease.

Notwithstanding any other remedy or provision set forth in this Lease: (i) if Landlord has made rent concessions of any type or character, or waived any rent, and Tenant defaults at any time during the term of this Lease, the rent concessions, including any waived rent, shall be canceled and the amount of the rent concessions shall be due and payable immediately as if no rent concessions or waiver of any rent had ever been granted; (ii) this Lease may be terminated by Landlord only by written notice of such termination to Tenant given in accordance with the notice provisions of this Lease, and no other act or omission of Landlord shall be construed as a termination of this Lease; (iii) all rights and remedies of Landlord herein or existing at law or in equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other; (iv) Tenant agrees that acceptance of full or partial payments by Landlord after notice of termination or forfeiture will not constitute a waiver of the default, termination, or forfeiture unless Landlord agrees to a waiver in writing, nor affect any legal proceedings taken or to be taken by Landlord except to reduce Tenant's obligation to Landlord by the amount of such payment; and (v) waiver by Landlord of any defaults or breaches by Tenant of any provisions of this Lease shall not bar Landlord thereafter from requiring prompt performance by Tenant of the obligations of this Lease, nor shall Landlord be barred thereafter from immediate exercise of any of Landlord's rights or remedies in case of continuing or subsequent default or violation by Tenant.

Section 10.03. **LANDLORD'S LIEN**. [INTENTIONALLY OMITTED)

Section 10.04. **Mitigation of Damages**

(a) Both Landlord and Tenant shall each use commercially reasonably efforts to mitigate any damages resulting from a default of the other party under this Lease.

(b) Landlord and Tenant agree to the following criteria in connection with Landlord's obligation to mitigate damages after a default by Tenant under this Lease:

(1) Landlord will have no obligation to solicit or entertain negotiations with any other prospective tenants of the Leased Premises until and unless Landlord obtains full and complete possession of the Leased Premises, including without limitation, the final and unappealable legal right to relet the Leased Premises free of any claim of Tenant.

(2) Landlord will not be obligated to offer the Leased Premises to a prospective tenant when other premises suitable for that prospective tenant's use are (or soon will be) available in the Project or in any other building which is located in the vicinity of the Project and which is owned by Landlord or by any affiliate of Landlord. For all purposes under this Lease, affiliates of Landlord shall mean and include: (i) any person or entity owning or holding (directly or indirectly) any interest in Landlord; and (ii) any entity in which Landlord or any person or entity owning or holding any interest (directly or indirectly) in Landlord, owns or holds any interest (directly or indirectly).

(3) Landlord will not have any obligation to lease the Leased Premises for any rental less than the current rate then prevailing for similar space in the Project (or if no similar space is available in the Project, the current fair market rental then prevailing for similar space in comparable Building in the same market area as the Project) nor shall Landlord be obligated to enter into a new lease under any terms or conditions that are unacceptable to Landlord under Landlord's then current leasing policies for comparable space in the Project; provided, Landlord will be obligated to lease the Leased Premises to a prospective tenant willing to unconditionally assume Tenant's obligations hereunder for the unexpired portion of the Term provided that such prospective tenant satisfies the criteria set forth in Article 9 above.

(4) Landlord will not be obligated to enter into any lease with any prospective tenant whose reputation is not acceptable to Landlord, in Landlord's sole judgment and opinion, or whose presence or operations in the Building would, in Landlord's sole judgment and opinion: (i) disrupt the tenant mix or balance of the Building; (ii) violate any restriction, covenant or requirement contained in the lease of another tenant in the Building; (iii) adversely affect the reputation of the Building; or (iv) be incompatible with the operation of the Building.

(5) Landlord will not be obligated to enter into a lease with any prospective tenant: (i) which does not have, in Landlord's sole judgment and opinion, sufficient financial resources and operating experience to operate the Leased Premises in a first class manner and meet its financial obligations; (ii) whose proposed use of the Leased Premises is not a permitted use under the terms of this Lease.

(6) Landlord will not be required to expend any amount of money to alter, remodel or otherwise make the Leased Premises suitable for use by any prospective tenant.

(7) Landlord will have no obligation to advertise or expend any sums of money to market the Leased Premises.

Landlord and Tenant agree that if Landlord makes the Leased Premises available for reletting under the criteria set forth hereinabove, Landlord will be deemed to have fully satisfied Landlord's obligation to mitigate damages under this Lease and under any law or judicial ruling in effect on the date of this Lease or at the time of Tenant's default.

(c) Tenant's right to seek damages as a result of a default by Landlord under this Lease shall be conditioned on Tenant taking all actions reasonably required, under the circumstances, to minimize any loss or damage to Tenant's property or business, or to any of Tenant's officers, employees, agents, invitees, or other third parties that may be caused by any such default of Landlord.

ARTICLE ELEVEN: **PROVISIONS RELATING TO FINANCING OR SALE OF THE PROJECT**

Section 11.01. **Subordination**. Landlord shall have the right to subordinate this Lease to any ground lease, deed of trust or mortgage encumbering the Leased Premises, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof whenever made or recorded. Tenant shall cooperate with Landlord and any lender which is acquiring a security interest in the Leased Premises or the Lease. Tenant shall execute such further documents and assurances as such lender may reasonably require, provided that Tenant's obligations under this Lease shall not be increased in any material way (the performance of ministerial acts shall not be deemed material), and Tenant shall not be deprived of its rights under this Lease. Tenant's right to quiet possession of the Leased Premises during the Lease Term shall not be disturbed if Tenant pays the Rent and performs all of Tenant's obligations under this Lease and is not otherwise in default. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its ground lease, deed of trust or mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to such ground lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, deed of trust or mortgage or the date of recording thereof.

Section 11.02. **Attornment**. If Landlord's interest in the Leased Premises is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Leased Premises and recognize such transferee or successor as Landlord under this Lease; provided such lessor, beneficiary or purchaser assumes

Landlord's obligations hereunder which accrue after such acquisition and agrees not to disturb Tenant's use and possession of the Leased Premises in accordance with the terms and provisions of this Lease. Tenant waives the protection of any statute or rule of law which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Leased Premises upon the transfer of Landlord's interest.

Section 11.03. **Signing of Documents**. Tenant shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment or subordination and non-disturbance or agreement to do so in form reasonably acceptable to Tenant. If Tenant fails to do so within fifteen (15) days after written request from Landlord to execute such documentation or instrument in a form reasonably acceptable to Tenant and such failure continues for two (2) days after an additional notice thereof is hand delivered by Landlord to the Leased Premises and to Tenant, Tenant will pay additional rent hereunder in the amount of $500 per day until such agreement is executed and delivered by Tenant to Landlord. The failure by Tenant to respond in writing within such initial 15 day period to Landlord specifically setting forth any objections to such documentation or instrument will be a deemed approval of the form of such documentation or instrument. After Landlord has addressed any such written objections or comments to the form of such documentation or instrument, Landlord may re-submit same to Tenant in accordance with this Section 11.03 provided that such 15 day period will be reduced to a 5 day period. Such additional rent is in addition to all of Landlord's other legal rights and remedies arising out of such failure by Tenant.

Section 11.04. **Estoppel Certificates**. Tenant shall, from time to time, upon Landlord's written request, execute, acknowledge and deliver to Landlord written estoppel certificates in the form of Exhibit "C" attached hereto and incorporated herein by reference (with such changes and additions as are necessary to complete the form and such qualifications and revisions as may be necessary to make all statements therein factually accurate), or in any other form reasonably requested by Landlord. Tenant shall deliver each requested certificate to Landlord within fifteen (15) days after Landlord's written request for same. If Tenant fails to do so within fifteen (15) days after such written request to execute such certificate in the form attached hereto as Exhibit "C" or in such other from reasonably acceptable to Tenant and such failure continues for two (2) days after an additional notice thereof is hand delivered by Landlord to the Leased Premises and to Tenant, Tenant will pay additional rent hereunder in the amount of $500 per day until such certificate is executed and delivered by Tenant to Landlord. The failure by Tenant to respond in writing within such initial 15 day period to Landlord specifically setting forth any objections to such documentation or instrument will be a deemed approval of the form of such documentation or instrument (provided that Exhibit "C" is deemed approved). After Landlord has addressed any such written objections or comments to the form of such documentation or instrument, Landlord may re-submit same to Tenant in accordance with this Section 11.03 provided that such 15 day period will be reduced to a 5 day period. Such additional rent is in addition to all of Landlord's other legal rights and remedies arising out of such failure by Tenant.

Section 11.05. **Tenant's Financial Condition**. Landlord may request financial statements to verify the net worth of Tenant or any assignee or guarantor of Tenant when Landlord has a reasonable need for such financial information. The parties agree that Landlord shall have a reasonable need for such financial information in the event of default in the payment of rent or other amounts due and owing under the Lease or in the event of the sale of the Project or any interest therein or in the event of the refinancing or mortgaging of the Project. Landlord shall provide Tenant with a written request for such financial statements as Landlord shall reasonably require and Tenant and any assignee, subtenant or guarantor of Tenant, as applicable, shall deliver such financial statements to Landlord within thirty (30) days after receipt of written request from Landlord. Tenant represents and warrants to Landlord that Tenant's financial statement is a true and accurate statement as of the date of such statement. Landlord will use reasonable efforts to treat such information as confidential and not disclose such information without first obtaining a confidentiality agreement that is acceptable to the Tenant.

ARTICLE TWELVE: **LEGAL COSTS**

Section 12.01. **Legal Proceedings**. If Tenant or Landlord shall be in breach or default under this Lease, such party (the "Defaulting Party") shall reimburse the other party (the "Non-defaulting Party") upon demand for any reasonable legal fees and related costs that the Non-defaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. The Defaulting Party shall reimburse the Non-defaulting Party for any such reasonable costs or expenses upon ten (10) days written notice from the Non-defaulting Party. In the event that the parties cannot agree on which party is the Defaulting Party, the parties agree to submit that dispute to mediation. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action, upon final adjudication, shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. The losing party in such action shall pay such reasonable attorneys' fees and costs. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Leased Premises by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs Landlord incurs in any such claim or action.

ARTICLE THIRTEEN: **BANKRUPTCY OR INSOLVENCY**

Section 13.01. **Liquidation**. In the event that Tenant shall become a debtor under Chapter 7 of the U.S. Bankruptcy Reform Act of 1978, as amended (the "Bankruptcy Code"), and Tenant's trustee or Tenant shall elect to assume this Lease for the purpose of assigning the same or otherwise, such election and assignment may be made only if the provisions of this Section are satisfied. If Tenant or Tenant's trustee shall fail to assume this Lease within 60 days after the entry of an order for relief, this Lease shall be deemed to have been rejected. Immediately thereupon, Landlord shall be entitled to possession of the Leased Premises without further obligation to Tenant or Tenant's trustee and this Lease, upon the election of Landlord, shall terminate, but Landlord's right to be compensated for damages shall survive, whether or not this Lease shall be terminated.

Section 13.02. **Reorganization**. In the event that a voluntary petition for reorganization is filed by Tenant, or an involuntary petition is filed against Tenant under Chapter 11 of the Bankruptcy Code, or in the event of the entry of an order for relief under Chapter 7 in a case which is then transferred to Chapter 11, Tenant's trustee or Tenant, as debtor-in-possession, must elect to assume this Lease within 60 days from the date of the filing of the petition under Chapter 11 or the transfer thereto, or Tenant's trustee or the debtor-in-possession shall be deemed to have rejected this Lease. Immediately thereupon, Landlord shall be entitled to possession of the Leased Premises without further obligation to Tenant or Tenant's trustee, and this Lease, upon the election of Landlord, shall terminate. Landlord's right to be compensated for damages, shall survive, whether or not this Lease shall be terminated.

Section 13.03. **Conditions to Assumption**. No election by Tenant's trustee or the debtor-in-possess ion to assume this Lease, whether under Chapter 7 or Chapter 11, shall be effective unless each of the following conditions has been satisfied:

(a) Tenant's trustee or the debtor-in-possession has cured all defaults under this Lease, or has provided Landlord with evidence satisfactory to Landlord that it will cure all defaults capable of being cured by the payment of money within 10 days from the date of such assumption and that it will cure all other defaults under this Lease which are capable of being cured by the performance of any act within 30 days after the date of such assumption.

(b) Tenant's trustee or the debtor-in-possession has compensated, or has provided Landlord with evidence satisfactory to Landlord that, within 10 days from the date of such assumption, that it will compensate Landlord for any actual pecuniary loss incurred by Landlord arising from the default of Tenant, Tenant's trustee, or the debtor-in-possession as indicated in any statement of actual pecuniary loss sent by Landlord to Tenant's trustee or the debtor-in-possession.

(c) Such assumption will not breach or cause a default under any provision of any other lease, mortgage, financing agreement or other agreement by which Landlord is bound, relating to the Leased Premises.

(d) Tenant's trustee or the debtor-in-possession shall (i) provide Landlord with "Assurance", as defined below, of the future performance of each of the obligations under this Lease of Tenant, Tenant's trustee or the debtor-in-possession, and (ii) in addition to any other security deposits held by Landlord, deposit with Landlord, as security for the timely payment of Minimum Monthly Rent and for the performance of all other obligations of Tenant under this Lease, an amount equal to 3 monthly installments of Minimum Monthly Rent (in the amount then payable), and (iii) pay in advance to Landlord on the date each installment of Minimum Monthly Rent is due and payable, one-twelfth of Tenant's annual obligations for Impositions to be made by Tenant pursuant to this Lease. The obligations imposed upon Tenant's trustee or the debtor-in-possession by this subsection shall continue with respect to Tenant or any assignee of this Lease, after the conclusion of proceedings under the Bankruptcy Code.

For purposes of the foregoing subsection, the term "Assurance" shall mean no less than:

(1) Tenant's trustee or the debtor-in-possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that sufficient funds will be available to fulfill the obligations of Tenant under this Lease; and

(2) To secure to Landlord the obligations of Tenant, Tenant's trustee or the debtor-in-possession and to assure the ability of Tenant, Tenant's trustee or the debtor-in-possession to cure the defaults under this Lease, monetary and/or nonmonetary, there shall have been (A) sufficient cash deposited with Landlord, or (B) the bankruptcy court shall have entered an order segregating sufficient cash payable to Landlord, and/or (C) Tenant's trustee or the debtor-in-possession shall have granted to Landlord a valid and perfected first lien and security interest and/or mortgage in property of Tenant, Tenant's trustee or the debtor-in-possession, acceptable as to value and kind to Landlord.

Section 13.04. **Conditions to Assignment**. If Tenant's trustee or the debtor-in-possession has assumed this Lease pursuant to the terms and provisions of this Section for the purpose of assigning (or elects to assign) this Lease, this Lease may be so assigned only if the proposed assignee has provided adequate assurance of future performance of all of the terms, covenants and conditions of this Lease to be performed by Tenant. As used in this subsection "adequate assurance of future performance" shall mean at least that clauses (2)(B) and (2)(C) of the above definition of "Assurance", and each of the following conditions, has been satisfied:

(a) the proposed assignee has furnished Landlord with a current financial statement audited by a certified public accountant determined in accordance with generally accepted accounting principles consistently applied indicating a credit rating, net worth and working capital in amounts which Landlord reasonably determines to be sufficient to assure the future performance of such assignee of Tenant's obligations under this Lease, but in no event indicating a net worth less than the net worth of Tenant and any guarantors of this Lease, on the date of execution hereof;

(b) such assignment will not breach or cause a default under any provision of any other lease, mortgage, financing agreement or other agreement by which Landlord is bound, relating to the Leased Premises; and

(c) the proposed assignment will not release or impair any guaranty ofal I or any portion of this Lease.

Section 13.05. **Reasonable Charges**. When, pursuant to the Bankruptcy Code, Tenant's trustee or the debtor-in-possession shall be obligated to pay reasonable use and occupancy charges for the use of the Leased Premises, such charges shall not be less than the Minimum Monthly Rent and all additional amounts payable by Tenant under this Lease and shall be paid at the times and when due as though such charges were Minimum Monthly Rent and such additional payments.

ARTICLE FOURTEEN: **MISCELLANEOUS PROVISIONS**

Section 14.01. **Landlord's Liability; Certain Duties**.

(a) As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Leased Premises or Project or the leasehold estate under a ground lease of the Leased Premises or Project at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee all funds that Tenant previously paid if such funds have not yet been applied under the terms of this Lease.

(b) Tenant shall give written notice of any failure by Landlord to perform any of its obligations under this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Leased Premises whose name and address have been furnished to Tenant in writing. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Tenant's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord shall not be in default if such cure is commenced within such thirty (30)-day period and thereafter diligently pursued to completion.

(c) If Landlord fails to commence to perform any of its obligations hereunder within thirty (30) days after written notice from Tenant specifying such failure and thereafter to diligently prosecute such cure to completion, Tenant may, as its exclusive remedies, (i) sue for actual damages (but not special or consequential damages which are specifically waived by Tenant) or (ii) cure such failure and Landlord shall reimburse Tenant within thirty (30) days after demand for the reasonable out-of-pocket costs thereof (failing which Tenant may pursue a suit against Landlord for reimbursement of such reasonable costs); provided, however, Tenant shall only be allowed to

cure such failure if (i) such failure is related to the performance of maintenance or repairs within a building which is 100% occupied by Tenant; (b) such failure materially interferes with Tenant's use of the Leased Premises; and (c) Tenant has given Landlord a second (2nd) notice of such failure and Landlord has failed, within ten (10) days following receipt of such notice to cure such failure or give Tenant notice that Landlord disputes such failure and within ten (10) days thereafter submits such dispute to arbitration. Unless and until Landlord fails to so cure any default within such thirty (30) day period (or such longer period of time as may be reasonably required provided that Landlord is diligently prosecuting such cure), Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its possession of the Leased Premises and not thereafter. The term "Landlord" shall mean only the owner, for the time being, of the Leased Premises and, in the event of the transfer by such owner of its interest in the Leased Premises, such owner shall thereupon be released and discharged from all covenants and obligations of the Landlord thereafter accruing, provided that such covenants and obligations shall be binding during the Lease term upon each new owner for the duration of such owner's ownership. Notwithstanding any other provision of this Lease, Landlord shall not have any personal liability hereunder. In the event of any breach or default by Landlord in any term or provision of this Lease, Tenant agrees to look solely to the equity or interest then owned by Landlord in the Leased Premises or the Project; however, in no event shall any deficiency judgment be sought or obtained against any Landlord in the event the equity in the Project is not sufficient to satisfy a claim or judgment.

Section 14.02. **Severability**. A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 14.03. **Interpretation**. The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Leased Premises with Tenant's expressed or implied permission.

Section 14.04. **Incorporation of Prior Agreements; Modifications**. This Lease is the only agreement between the parties pertaining to the lease of the Leased Premises and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 14.05. **Notices**. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to the address specified in the Basic Terms. Notices to Landlord shall be delivered to the address specified in the Basic Terms. All notices shall be effective upon delivery. Either party may change its notice address upon written notice to the other party.

Section 14.06. **Waivers**. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding

on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

Section 14.07. **No Recordation**. Tenant shall not record this Lease or any memorandum of this Lease without prior written consent from Landlord.

Section 14.08. **Binding Effect**. This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease.

Section 14.09. **Corporate Authority; Partnership Authority**. If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this Lease binds the corporation. If Tenant is a partnership, each person or entity signing this Lease for Tenant represents and warrants that he or it is a general partner of the partnership, that he or it has full authority to sign for the partnership and that this Lease binds the partnership and all general partners of the partnership. Tenant shall give written notice to Landlord of any general partner's withdrawal or addition.

Section 14.10. **Joint and Several Liability**. All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

Section 14.11. **Force Majeure**. Except as set forth below with respect to Tenant's obligation to pay Rent, if either party cannot perform any of its obligations due to events beyond such party's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond a party's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and abnormal, adverse weather conditions. Notwithstanding any provision herein to the contrary, events beyond Tenant's control shall not excuse Tenant from the requirement to pay all Rent hereunder on a timely basis.

Section 14.12. **Execution of Lease**. This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single-binding instrument. Landlord's delivery of this Lease to Tenant shall not be deemed to be an offer to lease and shall not be binding upon either party until executed and delivered by both parties.

Section 14.13. **Representations and Warranties**. To induce Landlord to enter into this Lease, Tenant represents and warrants to Landlord as follows:

(a) This Lease is an enforceable obligation of Tenant.

(b) Tenant is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as such terms are defined in the Internal Revenue Code of 1986, as amended) and the regulations promulgated thereunder).

(c) The financial statements of Tenant and any guarantor of Tenant's obligations which have been provided to Landlord are true and correct in all material respects, have been prepared in accordance with generally accepted accounting principles, and fairly present the respective financial conditions of the subjects thereof as of the respective dates thereof. No materially adverse change has occurred in the financial conditions reflected therein since the respective dates thereof.

(d) There are no actions, suits or proceedings pending, or to the best of Tenant's knowledge, threatened, against or affecting it or the Leased Premises or any guarantor of Tenant's obligations

which, if adversely determined, would materially impair the ability of Tenant or any guarantor to satisfy their obligations under or relating to this Lease.

(e) Tenant is not in default under any obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement, which, either individually or in the aggregate, would adversely affect the financial condition of Tenant, or the ability of Tenant to perform its obligations hereunder, or comply with the terms of this Lease.

Section 14.14. **Rent Tax**. If applicable in the jurisdiction where the Leased Premises are situated, Tenant shall pay and be liable for all rental, sales and use taxes or other similar taxes, if any, levied or imposed by any city, state, county or other governmental body having authority, such payments to be in addition to all other payments required to be paid to landlord by Tenant under the terms of this Lease. Any such payment must be paid concurrently with the payment of the Base Rent, additional rent, operating expenses or other charge upon which the tax is based as set forth above.

Section 14.15. **Governing Law/Venue**. THIS LEASE MUST BECONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF MONTANA AND THE LAWS OF THE UNITED STATES OF AMERICA AS APPLICABLE TO TRANSACTIONS WITHIN THE STATE OF MONTANA. TENANT HEREBY SUBMITS TO THE JURISDICTION OF ANY COURT OF COMPETENT JURISDICTION SITTING IN GALLATIN COUNTY, MONTANA.

Section 14.16. INTENTIONALLY LEFT BLANK

Section 14.17. **Construction of Lease**. Tenant declares that Tenant has read and understands all parts of this Lease, including all printed parts hereof. It is agreed that, in the construction and interpretations of the terms of this Lease, the rule of construction that a document is to be construed most strictly against the party who prepared the same will not be applied, it being agreed that both parties hereto have participated in the preparation of the final form of this Lease. Wherever in this Lease provision is made for liquidated damages, it is because the parties hereto acknowledge and agree that the determination of actual damages (of which such liquidated damages are in lieu) is speculative and difficult to determine; the parties agree that liquidated damages herein are not a penalty.

Section 14.18. **Limitation of Warranties**. LANDLORD AND TENANT EXPRESSLY AGREE THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

Section 14.19. **Waiver and Releases**. TENANT SHALL NOT HAVE THE RIGHT TO WITHHOLD OR TO OFFSET RENT OR TO TERMINATE THIS LEASE EXCEPT AS EXPRESSLY PROVIDED HEREIN. TENANT WAIVES AND RELEASES ANY AND ALL STATUTORY LIENS AND OFFSET RIGHTS.

ARTICLE FIFTEEN: **SPECIAL PROVISIONS**

Section 15.01. **Broker's Fee**. Landlord and Tenant represent and warrant to each other that, except for a commission being paid by Landlord pursuant to separate agreement, neither party has contacted a real estate broker or agent entitled to a commission or fee in connection with this Lease and each agrees to indemnify and hold the other harmless from any losses, costs or damages arising out of a breach of such representation or warranty.

LANDLORD: **The Ridge Center, LLC**

By: _____
Its: Managing Member

Dated: Apr 6, 2022

TENANT: **City Of Bozeman**

By: _____
Its: _____

Dated: _____

EXHIBIT "A"-1st Floor Suite
(Leased Premises Highlighted in Blue)

PROPERTY DESCRIPTION

Lots 7, 8, 9, 10 and 11 in Block D of Beall's Second Addition to Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and recorder of Gallatin County, Montana.



EXHIBIT "B"

RULES AND REGULATIONS

ATTACHED TO AND MADE A PART OF THE LEASE

The following Rules and Regulations shall be in effect at the Project. Landlord reserves the right to adopt reasonable modifications and additions hereto. In the case of any conflict between these regulations and the Lease, the Lease shall be controlling.

1. Except with the prior written consent of Landlord, no tenant shall conduct any retail sales in or from the Leased Premises (other than internet or telephone sales), or any business other than that specifically provided for in the Lease.

2. Common areas of the Project shall not be obstructed by any tenant or used by it for any purpose other than for ingress to and egress from their respective Leased Premises. Except to facilitate the construction of the Tenant Improvements or to perform maintenance or repairs contemplated in the Lease and performed in accordance with the terms and provisions of the Lease, no tenant and no employees of any tenant shall go upon the roof of any Building in the Project without the written consent of Landlord, which shall not be unreasonably withheld, delayed, or conditioned.

3. Landlord shall in all cases reserve the right to control and prevent access thereto of all persons whose presence in the reasonable judgment of Landlord shall be prejudicial to the safety, character, reputation and interests of the Project and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals only for the purpose of conducting its business on the Leased Premises (such as clients, customers, office suppliers and equipment vendors, and the like) unless such persons are engaged in illegal activities.

4. The sashes, sash doors, windows, glass lights, and any lights or skylights that reflect or admit light into the halls or other places in the Building of the Project shall not be covered or obstructed without Landlord's written consent. The toilet rooms, water and wash closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose clerks, agents, employees, or visitors, shall have caused it.

5. Except for signage approved by Landlord and installed in accordance with the Lease, no sign, advertisement or notice visible from the exterior of the Leased Premises or any building in the Project shall be inscribed, painted or affixed by Tenant on any part of any such building in the Project or the Leased Premises without the prior written consent of Landlord. If Landlord shall have given such consent at any time, whether before or after the execution of this Lease, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of this Lease, and shall be deemed to relate only to the particular sign, advertisement or notice so consented to by Landlord and shall not be construed as dispensing with the necessity of obtaining the specific written consent of Landlord with respect to each and every such sign, advertisement or notice other than the particular sign, advertisement or notice, as the case may be, so consented to by Landlord.

6. In order to maintain the outward professional appearance of the Building and the Project, all window coverings to be installed at the Leased Premises shall be subject to Landlord's prior approval, not to be unreasonably withheld, delayed, or conditioned. If Landlord, by a notice in writing to Tenant, shall object to any curtain, blind, shade or screen attached to, or hung in, or used in connection with, any window or door of the Leased Premises, such use of such curtain, blind, shade or screen shall be forthwith discontinued by Tenant. No awnings shall be permitted on any part of the Leased Premises.

7. Unless Tenant agrees to pay for such insurance increases, Tenant shall not do or permit anything to be done in the Leased Premises, or bring or keep anything therein, which shall in any way increase the rate of fire insurance on the Building or the Project, or on the property kept therein, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them; or conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy upon the Building or the Project, or any part thereof, or with any rules and ordinances established by the Board of Health or other governmental authority.

8. No tenant shall sweep or throw or permit to be swept or thrown any dirt or other substance out of the doors or windows of the Building, and Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Leased Premises, or permit or suffer the Leased Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building or the Project by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be kept in or about the Building or the Project.

9. Except for the use of refrigerators, ice makers, soft drink dispensing machines, microwave ovens and coffee makers for Tenant's personal use, no cooking shall be done or permitted by Tenant on the Leased Premises, nor shall the Project be used for lodging.

10. Tenant shall not use or keep in the Project any kerosene, gasoline, or inflammable fluid or any other illuminating material, or use any method of heating other than that supplied by Landlord.

11. [Intentionally omitted]

12. Each tenant, upon the termination of its tenancy, shall deliver to Landlord all the keys of offices, rooms and toilet rooms which shall have been furnished such tenant or which such tenant shall have had made, and in the event of loss of any keys so furnished, shall pay Landlord therefor.

13. [Intentionally omitted]

14. Tenant shall see that the windows and doors of the Leased Premises are closed and securely locked before leaving the Building and Tenant shall exercise reasonable care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the Building so as to prevent waste or damage.

15. Subject to Tenant's normal security measures, Tenant shall not alter any lock or install a new or additional lock or any bolt on any door of the Leased Premises without prior written consent of Landlord, which shall not be unreasonably withheld, delayed, or conditioned. If Landlord shall give its consent, Tenant shall in each case furnish Landlord with a key for any such lock.

16. No shopping cart, or other vehicle or any animal shall be brought into the Leased Premises or the halls, corridors, elevators or any part of any building in the Project by Tenant.

17. Landlord shall have the right to prohibit the use of the name of the Building or the Project or any other publicity by Tenant which in Landlord's reasonable opinion tends to impair the reputation of the Building or the Project or their desirability for other tenants, and upon written notice from Landlord, Tenant will refrain from or discontinue such publicity.

18. Tenant shall not erect any aerial or antenna on the roof or exterior walls of the Leased Premises, the Building, or the Project without the prior written consent of Landlord, which shall not be unreasonably withheld, delayed, or conditioned.

EXHIBIT "C"

TENANT ESTOPPEL AGREEMENT

THE STATE OF MONTANA §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALLATIN §

THAT WHEREAS, The Ridge Center, LLC ("Landlord") is the current owner of the real property described on Exhibit "A" attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, the tenant listed below ("Tenant") occupies certain space in the improvements constructed upon the Property (the "Leased Premises") under the terms and provisions of that certain lease agreement, a copy of which is attached hereto as Exhibit "B" and is incorporated herein by reference (the "Lease"); and

WHEREAS, Landlord has requested that Tenant deliver this Tenant Estoppel Agreement under the terms and provisions of the Lease; and

NOW, THEREFORE, Tenant hereby certifies and agrees as follows:

1. Except as specifically described herein, the Lease is in full force and effect and has not been assigned, supplemented, modified, or amended, and there do not exist any other agreements concerning the Leased Premises, whether oral or written, between Tenant and Landlord. The copy of the Lease which is attached hereto as Exhibit "B" is full, complete and accurate in all respects. Without limitation on the foregoing, Tenant warrants and represents that: (i) copies of the original lease agreement and all amendments thereto, if any, are included within Exhibit "B" attached hereto and are referred to herein collectively as the "Lease"; (ii) there are no agreements between Landlord and Tenant concerning the Property or the Leased Premises other than those set forth in the Lease; (iii) Tenant has no rights or options to renew or extend the term of the Lease except as expressly provided in the Lease; (iv) Tenant has no options to purchase all or any portion of the Property except as expressly provided in the Lease; and (v) Tenant does not have any right, title or interest with respect to the Leased Premises other than as a lessee under the Lease.

2. Except as specifically described herein, each of the obligations of Landlord and Tenant to be performed to date under the Lease has been performed. There are no defaults under the Lease by either the Landlord or by the Tenant, and no acts on the Landlord's or Tenant's part have occurred which, with notice or lapse of time, or both, may become a default under the Lease.

3. The term of the Lease has commenced and any applicable rent is presently accruing under the Lease. No "discounts", "free rent", or "discounted rent" has been agreed to or are in effect except as provided in the Lease.

4. Tenant is in (and has accepted) possession of the Leased Premises, and any improvements required by the terms to be constructed by the Landlord under the Lease have been completed to the satisfaction of the Tenant. There are no understandings, contracts, agreements,

subleases, assignments, or commitments of any kind whatsoever with respect to the Lease or the Leased Premises except as expressly provided in the Lease.

5. There are no offsetting claims, defenses, or counterclaims against rents, and no prepaid rents paid except as may be reflected in the Lease. No rent has been paid by Tenant in advance under the Lease, except for the current month.

6. A security deposit of $8,657.22 has been paid by Tenant and is currently being held by the Landlord.

7. Tenant agrees that upon the acquisition of the Property by any purchaser of the Property ("Purchaser") or by any lender foreclosing any lien against the Property ("Lender"), Tenant will attorn and does attorn and agrees to recognize and does recognize such Purchaser or Lender as landlord on the condition that such Purchaser or Lender agrees by written instrument delivered to Tenant (i) to assume all obligations of Landlord under the Lease accruing after the date of transfer and (ii) to not disturb Tenant's possession of the Demised Premises and (iii) to recognize the Lease; subject however to the rights and remedies thereunder of Landlord in the event of a default by Tenant. The foregoing is subject to the qualification that such Purchaser or Lender shall have no liability or responsibility to Tenant, whether arising out of the Lease, by operation of law, or otherwise, for any cause of action or matter not disclosed herein or that accrues after such Purchaser or Lender ceases to own a fee interest in the Property.

8. Tenant agrees to execute such documents as any Purchaser or Lender reasonably requests for the purpose of subordinating the Lease to any mortgage or deed of trust to be placed upon the Property from time to time, provided that such subordination is subject to Tenant's continued quiet enjoyment of the Leased Premises for so long as Tenant is not in default under the Lease. Tenant further agrees to execute and deliver any estoppel certificates reasonably requested by any Purchaser or Lender from time to time in connection with the sale or encumbrance of the Leased Premises or the Property.

9. Tenant certifies that there are no unpaid bills relating to any materials furnished or labor performed in connection with the construction of any improvements to the Leased Premises by, through or under Tenant, and no liens have been filed against the Leased Premises or the Property in connection with the construction of any improvements to the Leased Premises or the Property by, through or under Tenant.

10. This Tenant Estoppel Agreement is made and given with the understanding that any Purchaser or Lender may rely on it in purchasing the Property or in making a loan which is secured by a lien against the Property, and that the certifications and representations made herein shall survive such acquisition or loan.

Executed this day of_____ 200_

TENANT:

City of Bozeman

By:_____
Printed Name:_____
Title:_____

First Option Amendment to Standard Form Commercial Lease

This First Option Amendment ("First Option Amendment") has been developed in accordance with Section 1.07 of the Standard Form Commercial Lease ("Lease") between The Ridge Center, LLC ("Landlord") and the City of Bozeman ("Tenant") whereby Tenant desires to renew the Lease for an additional three (3) years and agrees to Rent terms as stipulated herein.

To follow are the pertinent details and stipulations associated with the First Option Amendment and are hereby included with the Lease in its entirety and by execution below by both Landlord and Tenant, are considered part of the Lease in whole.

1. First Option Amendment Lease Term: The Lease Term of the Lease shall extend for a period of three years beginning on April 1, 2027, and ending on March 31, 2030 ("First Option Amendment Lease Term").
2. First Option Amendment Rent: The Rent associated with the First Option Amendment Lease Term shall mean and include the Base Rent, Tenant's Proportionate Share of Operating Costs, and all other charges payable by Tenant under the Lease, including the following:
    a. Base Rent: Beginning with the First Option Amendment Lease Term, Base Rent for the Lease Term will be payable in monthly installments and shall be equal to the following:

Lease Year Commencing on...	Per Square Foot Rental Price	Monthly Base Rent	Annual Base Rent
04/01/2027	$26.51	$8,916.20	$106,994.36
04/01/2028	$27.31	$9,185.26	$110,223.16
04/01/2029	$28.13	$9,461.06	$113,532.68

    b. Operating Costs: During the First Option Amendment Lease Term, the operating costs for the entire property are estimated to be $5,500 per month. In accordance with Section 1.11(c) Tenant shall pay its proportionate share of Operating Costs which equate to 41.32% of the estimated operating costs for the entire property, or $2,272.60. All other elements in the Lease related to Operating Costs, Tenant Proportionate Share, and the management of same by Landlord and Tenant as detailed in Section 3.02 shall remain unchanged.
    c. Tenant Improvements: Beginning with the execution of this First Option Amendment by both Landlord and Tenant, any alterations to the Leased Premises ("Tenant Improvements") can only be made after first being mutually agreed upon by Landlord and Tenant. As a part of such agreement, Landlord and Tenant shall fully describe in writing the Tenant Improvements to be made to the Leased Premises, the estimated cost for same, and shall mutually agree on the manner in which the costs for said Tenant Improvements are to be paid (collectively, "Plan"). The Plan shall be ratified by both Landlord and Tenant in the form of an amendment to the Lease ("Tenant Improvement

Amendment"). The Plan will stipulate the design, layout, and construction costs associated with the Tenant Improvements. The process of design and construction shall be managed solely by the Landlord, with input and participation by the Tenant. This section of the First Option Amendment replaces, in whole and without exception, Section 1.11(e) of the Lease.

All terms and stipulations associated with the Lease remain in full force and effect and are not otherwise altered except for those instances in which the information in this First Option Amendment differs from the same stipulation in the Lease, in which case the terms and conditions associated with the First Option Amendment shall prevail.

Both Landlord and Tenant agree to this First Option Amendment as set forth by the signatures below:

Landlord	**Tenant**
Ridge Center, LLC	City of Bozeman
By: Carrie Lawrence	By:
Printed Name: Carrie Lawrence	Printed Name:
Its: Property Manager/Partner	Its:
Date: 5/18/2026	Date:

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Karl Johnson, Engineer II
Shawn Kohtz, Director of Utilities

SUBJECT: Authorize the City Manager to Sign Amendment 11 to the Professional Services Agreement for the Field Survey Term Contract with Sanbell, to Facilitate Design of a Water Main Replacement Project on the Sourdough Transmission Main

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Approve and authorize the City Manager to Sign Amendment 11 to the Professional Services Agreement for the Field Survey Term Contract with Sanbell, to Facilitate Design of a Water Main Replacement Project on the Sourdough Transmission Main

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

BACKGROUND: Attached is a copy of the contract amendment with Sanbell to the original signed contract dated July 12, 2022. This amendment will add survey on the Sourdough Transmission Main near the intersection of Sourdough Road and Goldenstein Lane as described in the attached scope of work. This survey will be used to design replacement of a portion of the Sourdough Transmission Mains near the intersection of Sourdough Road and Goldenstein Lane. Staff has reviewed the amendment and found it to be commensurate with the work involved.

UNRESOLVED ISSUES: None

ALTERNATIVES: As suggested by the Commission

FISCAL EFFECTS: If approved, this amendment will increase the contract fee on a time and materials basis with a cost not to exceed in the amount of $18,750 bringing the total contract amount from $279,906 to $298,656. Funding has been appropriated in the FY26 Budget as project W04 and paid for from the City's Water Fund

Attachments:
Amendment 11-060326.pdf
Field_Survey_PSA_Amendment_No_11.docx

Report compiled on: June 4, 2026

AMENDMENT TO SERVICES AGREEMENT - NO. 11

1. PROJECT/SERVICES AGREEMENT INFORMATION

Effective Date of Original Services Agreement: 07/12/22

Project Name: City of Bozeman 2022 CIP Survey

Project Number: 22166

Client Name: City of Bozeman, Montana

2. NATURE OF AMENDMENT

- [x] Modifications to Sanbell scope of work and/or contract fee amount
- [ ] Modifications to Sub-consultant scope of work and/or contract fee amount
- [ ] Modifications to project schedule

3. DESCRIPTION OF SERVICES AGREEMENT MODIFICATIONS

Full topography survey per survey limits on attached exhibit on a Time and Materials Basis with a Not To Exceed Amount. Survey will also include locating property boundaries and easement lines in the area of the survey limits. Survey will also include locating approximate septic systems and wells within 100 feet of the existing water mains and surveying pothole locations and measuredown information on water valves, inspection ports, and sanitary sewer manholes. Underground and aboveground utilities will also be surveyed.

4. FEE MODIFICATIONS

Original services agreement fee:	$ 43,450.00	
Total fees for prior Amendments:	$ 236,456.00	
Total services agreement fee with prior Amendments:	$ 279,906.00	
Proposed fee for this Amendment:	$ 18,750.00	Not to Exceed
Total services agreement fee with all Amendments:	$ 298,656.00	Not to Exceed

Client and Sanbell hereby agree to modify the above-referenced Services Agreement as set forth in this Amendment. All provisions of the Services Agreement not specifically modified by this or any prior Amendments shall remain in effect. The effective date of this Amendment shall be the signature date of the Client as shown below.

CLIENT

Signature: _____

Printed: _____

Title: _____

Date: _____

SANBELL

Signature: _____

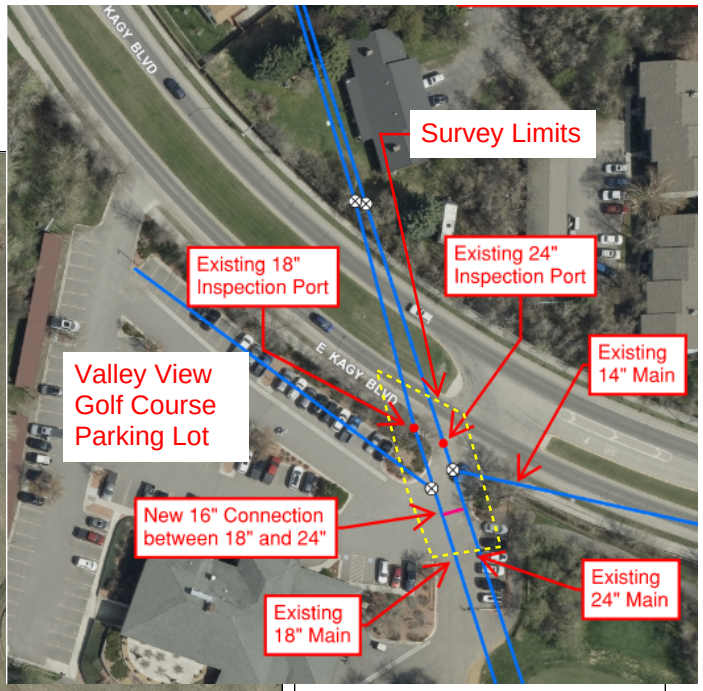
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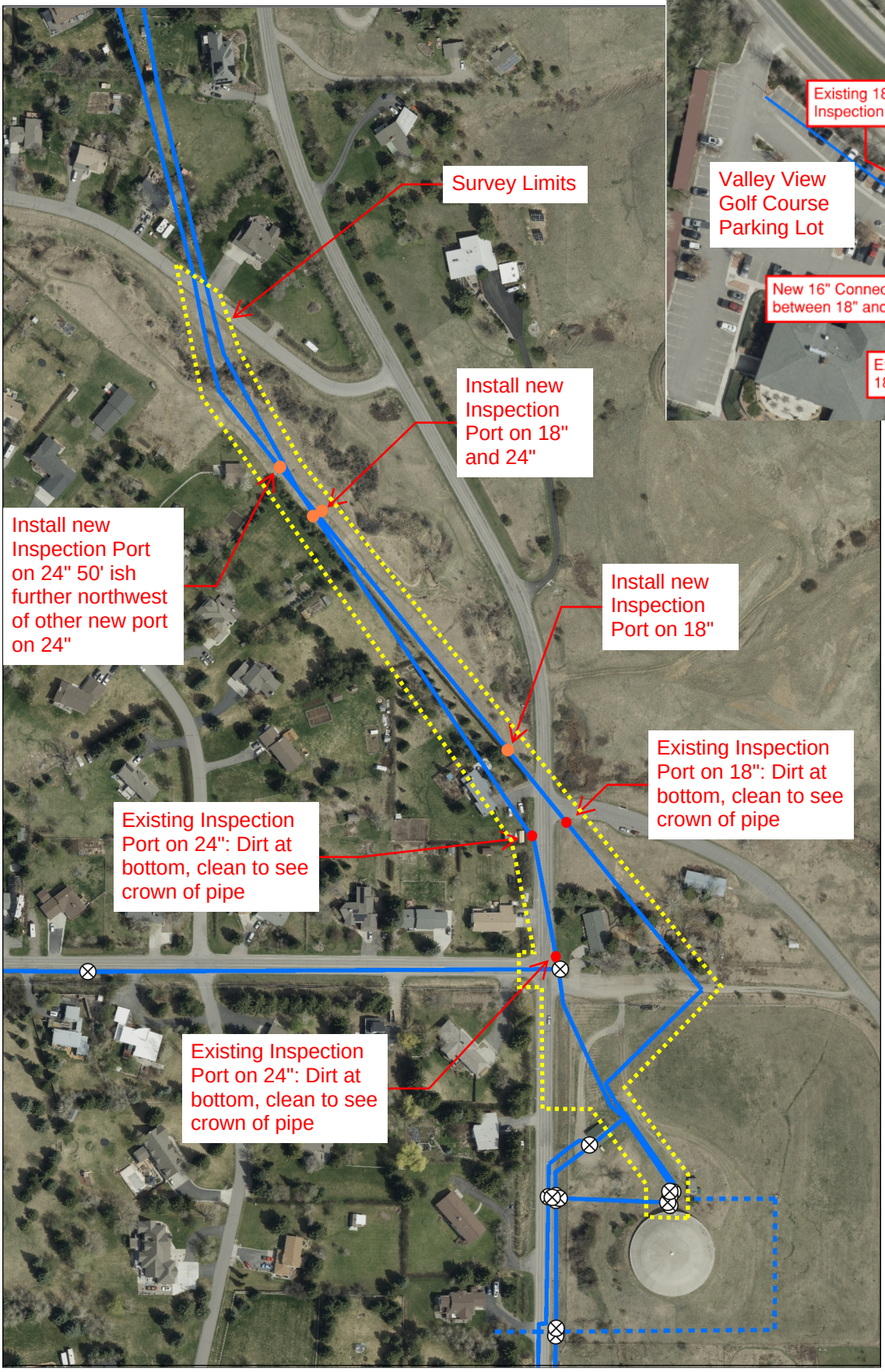
Title: _____

Date: _____

BOZEMAN MT

Title





Location



Created By:

Created For:

Date: 05/29/2026

526 0 263 526

Feet

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.

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.

ELEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS ELEVENTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR Field Survey Term Contract dated July 12, 2022 (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 **Sanbell,** 106 E Babcock Street, Suite L1, Bozeman, MT 59718 hereinafter referred to as "Contractor."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. Addition to Scope of Work. Attached Amendment 11

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

SANBELL

By_____
Print Name: Danielle Scharf
Title: Principal/Region Manager

APPROVED AS TO FORM

By_____
Greg Sullivan, Bozeman City Attorney

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Kaitlin Johnson, Budget Manager
Melissa Hodnett, Finance Director

SUBJECT: Resolution Establishing Compliance with IRS Reimbursement Bond Regulations

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Finance

RECOMMENDATION: I move to approve the resolution to establish compliance with IRS reimbursement bond regulations.

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: In order for the City to reimburse itself for expenditures with debt proceeds, treasury regulations require a Commission resolution declaring the official intent to reimburse expenditures with bond proceeds within 60 days of the original expenditure. The expenditure associated with this resolution is the purchase of a side-load refuse truck for the Solid Waste Department. The truck and associated debt proceeds and cost of issuance is included in appropriations and revenue estimates in the FY26 Annual Operating Budget.

UNRESOLVED ISSUES: None

ALTERNATIVES: The City's current long-range financial plan for the Solid Waste Fund assumes debt funding for the truck. Additional funding or budget reductions would need to be identified for the purchase if the resolution is not approved.

FISCAL EFFECTS: Debt service associated with any debt proceeds is included in the long-term financial model and recommended 2027 Biennium Budget scheduled for City Commission adoption on June 23, 2026.

Attachments:
Resolution Intent to Reimburse.pdf

Report compiled on: June 9, 2026

RESOLUTION

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, RELATING TO THE FINANCING OF EXPENDITURES INCURRED FROM THE PURCHASE OF A SIDE-LOAD REFUSE TRUCK FOR SOLID WASTE; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, to wit:

SECTION 1

Recitals.

1.01. The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that bonds be issued and the reimbursement allocation be made from the proceeds of such bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

1.02. The City desires to comply with requirements of the Regulations with respect to certain projects and costs hereinafter identified.

Section 2

Official Intent Declaration.

2.01. The City proposes to expend funds related to the purchase of a side-load refuse truck for the Solid Waste Department (the "Project").

2.02. Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds (as hereinafter defined), (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a "de minimus" amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Project have heretofore been paid by the City and no expenditures will be paid by the City until after the date of this Resolution.

2.03. The City reasonably expects to reimburse some or all of the expenditures made for costs of the Project out of proceeds of bonds, in one or more series, in an estimated maximum aggregate principal amount of approximately $500,000 (the "Bonds") after the date of payment of all or a portion of the costs of the Project. All reimbursed expenditures shall be capital expenditures or extraordinary working capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

2.04. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the portion of the Project expected to be financed, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

2.05. The City Finance Director shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate

amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Project and shall specifically identify the actual original expenditure being reimbursed.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 23rd day of June, 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: Addi Jadin, Park Planning and Development Manager
Mitch Overton, Director of Parks and Recreation

SUBJECT: Resolution Authorizing the City Manager to Sign Change Order One with Williams Civil Construction, Inc. for Bozeman Sports Park Phase 2

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Approve a Resolution Authorizing the City Manager to Sign Change Order One with Williams Civil Construction, Inc. for Bozeman Sports Park Phase 2

STRATEGIC PLAN: 3.4 Active Recreation: Facilitate and promote recreational opportunities and active health programs and facilities.

BACKGROUND: Williams Civil Construction is building a parking lot and doing mass grading for a new synthetic turf field at the Bozeman Sports Park within Phase 2. Soil moved through the site from Field 7 and reused as fill in Phase 2 is compacting and settling more than expected. This resulted in a significant savings on field prep within the Field Turf Contract ($174,267.00), but required additional excavation on site. Due to the additional work and time, this change order reflects additional excavation quantities and allows additional contract time to complete the work.

In addition, due to the Gallatin County Open Lands grant received, the savings balance, and project funds, the following value engineered items are being added into the scope of work for Williams at this time:

- Add Alt #1 - paving of the central spine pathway ($88,412.00)
- Add Alt #6 - bike racks ($23,003)
- Sidewalk at parking lot and restrooms ($13,708.50)

Additional work items may be added due to the grant or other funding balances as itemized costs are submitted and reviewed.

UNRESOLVED ISSUES: NA

ALTERNATIVES: Per Commission

FISCAL EFFECTS: As budgeted in FY26 and funded in partnership with the Bozeman School District and Gallatin County Open Lands Grant

Attachments:
Resolution_Williams-CO-1-BSP.docx
Williams-CO-1-BSP.pdf

Report compiled on: June 12, 2026

RESOLUTION

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, APPROVING CHANGE ORDER ONE TO THE WILLIAMS CIVIL CONSTRUCTION, INC CONTRACT FOR BOZEMAN SPORTS PARK PHASE 2

WHEREAS, the City Commission did, on the 16th day of December 2025, authorize signature of the contract with Williams Civil Construction, Inc for Bozeman Sports Park Phase 2; 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 Williams Civil Construction, 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 23rd day of June, 2026.

_____

JOEY MORRISON
Mayor

ATTEST:

_____

MIKE MAAS
City Clerk

APPROVED AS TO FORM:

_____

GREG SULLIVAN
City Attorney

CHANGE ORDER NO.:1

Owner: City of Bozeman
Engineer: Stahly Engineering & Assoc.
Contractor: Williams Civil Construction
Project: Bozeman Sports Park Ph2
Contract Name: Bozeman Sports Park Ph2
Date Issued: 6/12/26
Effective Date of Change Order: _____

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:

Description:
This Change Order modifies the contract to include:

- ADD Alt #1 - Center Spine 6" Concrete. (Additional $88,412 and 3 contract days)
- ADD ALT #6 - Bike Racks with an Additional $1000 Mobilization cost. (Additional $23,003 and 1 contract days)
- 4000 CY of reclamation topsoil fill for excavated soil at $5.20 per CY. (Additional $20,800 and 2 contract days)
- Additional 1406 SF to be added to contract line Item 313 – 6" Concrete Flatwork with Fiber mesh and Base Gravel. (Additional $13708.5 and 2 contract days)
- Additional 432 CY to be added to contract line Item 104 – Topsoil Stripping (15" Depth) & Finish Grade Respread. (Additional $1,987.20 and 5 Contract days)
- Additional 11102.7CY to be added to contract line Item 106 Haul and Grade to Subgrade. (Additional $49,962.15 and 10 contract days)
- Additional 23 contract days to account for weather and coordination of different trades

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $1,723,664.5	Original Contract Times: Substantial Completion: 120 days Ready for Final Payment: 6/24/26
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. N/A $N/A	**[Increase] [Decrease]** from previously approved Change Orders No. 1 to No. N/A Substantial Completion: N/A Ready for Final Payment: _____
Contract Price prior to this Change Order: $1,723,664.50	Contract Times prior to this Change Order: Substantial Completion: 120 days Ready for Final Payment: 6/24/26
[Increase] [~~Decrease~~] this Change Order: $197,872.85	**[Increase] [~~Decrease~~]** this Change Order: Substantial Completion: 38 days Ready for Final Payment: 8/1/26
Contract Price incorporating this Change Order: $1,921,537.35	Contract Times with all approved Change Orders: Substantial Completion: 158 days Ready for Final Payment: 8/1/26

Recommended by Engineer (if required)

By: _____

Title: _____

Date: _____

Accepted by Contractor

By: Clay Mullins Digitally signed by Clay Mullins Date: 2026.06.12 08:42:04-06'00'

Title: Project Manager

Date: 6/12/26

Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Mayor, Joey Morrison

SUBJECT: Mayoral Proclamation of July as Parks and Recreation Month

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Administration

RECOMMENDATION: Proclaim July as Parks and Recreation Month

STRATEGIC PLAN: 3.4 Active Recreation: Facilitate and promote recreational opportunities and active health programs and facilities.

BACKGROUND: Attached is a proclamation declaring July - Parks and Recreation Month in the City of Bozeman. This is national occurrence endorsed supported by the US House of Representatives since 2009.

UNRESOLVED ISSUES: None

ALTERNATIVES: As per the Mayor.

FISCAL EFFECTS: None

Attachments:
July as Parks and Recreation Month.docx

Report compiled on: June 9, 2026

Designation of July as Parks and Recreation Month

WHEREAS parks and recreation are an integral part of communities throughout this country, including the City of Bozeman; and

WHEREAS parks and recreation promote health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS parks and recreation promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS parks and recreation encourage physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS parks and recreation are a leading provider of healthy meals, nutrition services, and education; and

WHEREAS park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation are fundamental to the environmental well-being of our community; and

WHEREAS parks and recreation are essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the City of Bozeman recognizes the benefits derived from parks and recreation resources.

Therefore, I, Joey Morrison, Mayor of the City of Bozeman, recognize and proclaim July as Parks and Recreation Month throughout Bozeman, Montana.

Signed and Proclaimed this 23rd day of June, 2026.

_____

Joey Morrison
Mayor
Bozeman, Montana

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Mayor Joey Morrison

SUBJECT: Mayoral Proclamation to Commemorate America 250 for July 4th

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Administration

RECOMMENDATION: Proclaim July 4th as the 250th Anniversary of the Declaration of Independance

STRATEGIC PLAN: 5.1 Civic and Cultural Infrastructure: Expand Bozeman's civic and cultural "infrastructure" as the city grows.

BACKGROUND: Awaiting background

UNRESOLVED ISSUES: None

ALTERNATIVES: As per Mayor Morrison.

FISCAL EFFECTS: None

Report compiled on: June 9, 2026

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Melissa Hodnett, Finance Director
Chuck Winn, City Manager

SUBJECT: Resolution Adopting the FY27 Annual Operating Budget and the 2027 Biennium Budget

MEETING DATE: June 23, 2026

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: *I move to adopt Commission Resolution adopting the FY27 Annual Operating Budget and 2027 Biennium Budget.*

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: Municipal budgets serve a number of important functions. In addition to establishing a financial plan and allocating resources to meet community needs, Bozeman's budget:

- Is a principal policy and management tool for the City's administration, reflecting and defining the work program;
- Provides a framework for the City to accomplish its vision and strategic plan; and
- Reflects core City values of integrity, leadership, service, and teamwork.

The budget provides information about the City, along with information about the budget process, revenues, expenditures, and City programs and services. It is intended to provide an accessible, transparent way of learning about the City budget, while accurately showing how the City invests its resources.

The 2027 Biennium Recommended Budget and FY27 Recommended Annual Operating Budget are available online on the City's Budget and Financial Reports webpage and in the City Clerk's Office. Detailed budget presentations, including opportunities for questions, public comment, and discussion, were conducted on June 2 and June 9.

The adopted budget may be amended during the biennium through procedures established by the City Commission, including amendments approved by resolution following an opportunity for public comment.

Adoption of the proposed resolution will establish legal appropriations for FY27 and formally recognize the 2027 Biennium Recommended Budget as the City's financial plan for the 2027 biennium.

UNRESOLVED ISSUES: None

ALTERNATIVES: Changes to the Recommended Budget can be made and adopted by motion.

FISCAL EFFECTS: Fiscal effects have been discussed during the work sessions held on June 2 and June 9, and are included in the 2027 Biennium Recommended Budget document linked above and available in the City Clerk's Office. Page 22 of the document details the recommended budget by Budget Unit, as adopted in the budget resolution.

Attachments:
2027 Biennium Budget Resolution.pdf

Report compiled on: June 1, 2026

RESOLUTION 2026-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, APPROPRIATING FUNDS FOR VARIOUS BUDGET UNITS, AND FURTHER ESTIMATING RESOURCES NECESSARY TO OPERATE AND MAINTAIN SERVICES OR MUNICIPAL GOVERNMENT FOR THE FISCAL YEAR ENDING JUNE 30, 2027.

WHEREAS, the City Commission did, on the 28th day of May, 2026, receive the 2027 Biennium Recommended Budget; and

WHEREAS, the City Commission did, on June 2 and June 9, 2026, hold work sessions that were open to the public to discuss the details of the Recommended Budget; and

WHEREAS, the City Commission did, on the 23rd day of June, 2026, after due and proper legal notice, conduct a public hearing on the recommended municipal budget.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, to wit:

Section 1

Pursuant to Section 7-6-4030(3) M.C.A., the City Commission of the City of Bozeman, Montana, does hereby authorize and appropriate expenditures to defray the expenses or liabilities for the fiscal year and establishes legal spending limit for the budget units in the amounts designated herein, as follows. The City Commission further authorizes and re-appropriates the unexpended balance of Capital Improvement Program items, outstanding purchase orders, and other obligations, as approved by the City Manager, which were previously budgeted and have not been completed.

Budget Unit	Appropriations
General Fund	$ 66,004,900
Special Revenue Funds	97,654,200
Debt Service Funds	5,271,300
Construction Funds	1,489,400
Enterprise Funds	73,709,300
Internal Service Funds	48,043,000
Permanent Funds	-
Grand Total - Appropriations	**$ 292,172,100**

The City Commission of the City of Bozeman, Montana does hereby estimate resources for the various budget units, as follows:

Budget Unit	Estimated Resources
General Fund	$81,497,100
Special Revenue Funds	146,412,500
Debt Service Funds	6,713,800
Construction Funds	4,079,200
Enterprise Funds	103,467,800
Internal Service Funds	50,030,000
Permanent Funds	2,450,400
Grand Total - Estimated Resources	**$ 394,650,800**

Section 2

Pursuant to Section 7-6-4030, M.C.A., as a result of this budget, property taxes are estimated for homes valued at $100k, $300k, and $600k as follows:

Estimated Annual Property Tax per Household				
Home Value	FY26 Actual	FY27 Budget Estimated	FY27 Change ($)	FY27 Change (%)
$ 100,000	$ 144.94	$ 152.74	$ 7.80	5.4%
$ 300,000	$ 434.82	$ 458.23	$ 23.41	5.4%
$ 600,000	$ 999.32	$ 978.93	$ (20.39)	-2.0%

The chart above reflects estimates based on Fiscal Year 2026 taxable values, which were finalized in August 2025. These estimates will be updated in August 2026 when the Department of Revenue releases updated assessed values for Fiscal Year 2027.

Assessed values are determined annually by the Department of Revenue pursuant to Section 15-8-111, M.C.A. For Fiscal Year 2027, the City of Bozeman's property tax rate is estimated to increase by 5.4%, as measured per $100,000 of taxable value.

Section 3

That budget information contained in the "2027 Biennium Recommended Budget" and "FY27 Recommended Annual Operating Budget" documents pertaining to Policy Direction, Fiscal Policy, and the specific information concerning budgeting for each fund, as may be subsequently amended prior to final adoption of the budget, are hereby adopted as reference.

Section 4

Annual appropriations and transfers out for various departments for Fiscal Year 2027 will be controlled and monitored for budgetary compliance at the budget unit level.

Section 5

Pursuant to Sections 7-6-4006 and 7-6-4012, M.C.A., the City Commission hereby delegates appropriation and budget amendment authority to the City Manager for the expenditures from the following funds: debt service funds; fee-based budgets; trust funds; federal, state, and private grants accepted and approved by the City Commission; special assessments; monies borrowed during the year; proceeds from sale of land; and funds for gifts

or donations.

Section 6

Pursuant to Section 7-6-4030, M.C.A., this resolution, upon its passage, shall be in full force and effect as of July 1, 2026.

Section 7

That upon this resolution becoming effective, as provided in Section 6 above, all resolutions and parts thereof in conflict herewith are hereby repealed.

Section 8

That should it be found by any court of competent jurisdiction that any section, clause, portion, sentence, word, or phrase of this resolution is deemed to be contrary to any existing law or regulations, that in this instance, it is the intent of the City Commission of the City of Bozeman, Montana, that all other portions, sections, words, clauses, phrases, or paragraphs of this document shall remain in full force and effect.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 23rd day of June, 2026.

_____

JOEY MORRISON
Mayor

ATTEST:

_____

MIKE MAAS
City Clerk

APPROVED AS TO FORM:

_____

GREG SULLIVAN
City Attorney