BOZEMAN MT

THE CITY COMMISSION OF BOZEMAN, MONTANA

REGULAR MEETING AGENDA

Tuesday, July 14, 2026

City Commission meetings are open to all members of the public.
If you have a disability that requires assistance, please contact our ADA Coordinator, David Arnado, at 406.582.3232. Adaptive listening devices and handheld microphones are available for use by audience members upon request.

How to Participate:
If you are interested in commenting in writing on items on the agenda please send an email to comments@bozemanmt.gov or visit the Public Comment Page prior to 12:00 p.m. on the day of the meeting. At the direction of the City Commission, anonymous public comments are not distributed to the City Commission or staff.
Public comments will also be accepted in-person and through video conference during the appropriate agenda items but you may only comment once per item and oral comments are usually limited to three (3) minutes.
As always, the meeting will be recorded and streamed through the Commission's video page and available in the City on cable channel 190.
For more information please contact the City Clerks' Office at 406.582.2320.

A. Call to Order - 6:00 PM - Commission Room, City Hall, 121 North Rouse
This meeting will be held both in-person and also using an online video conferencing system. You can join this meeting:
Via Video Conference:
Click the Register link, enter the required information, and click submit.
Click Join Now to enter the meeting.
***Via Phone:** This is for listening only if you cannot watch the stream, channel 190, or attend in-person*
United States Toll
+1 669 900 9128
Access code: 933 7244 1920

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

C. Changes to the Agenda

D. FYI

E. Commission Disclosures

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

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

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

F.2 Request for Authorization to Write-Off Stale-Dated Accounts Payable Checks from the City's General Accounting Ledger(Clark)

F.3 Authorize the City Manager to Sign a Letter of Agreement Accepting a Donation in the Amount of $1,427,890.56 from Bozeman School District 7 for Initial Construction Services for Additional Facilities at the Bozeman Sports Park(Henderson)

F.4 Authorize the City Manager to Sign a Funding and Local Agency Guidelines (LAG) Agreement with the Montana Department of Transportation for the 2025 Transportation Alternatives Safe Routes to School Program(Mastel)

F.5 Authorize the City Manager to sign a Notice of Award and Contract Documents for Community Graffiti Removal with Clean Slate Group, LLC for FY27-FY29(Bailey)

F.6 Authorize the City Manager to Sign a Purchase Agreement with Terex Utilities for One Class 7 Electric Vehicle Aerial Bucket Truck(Bearzi)

F.7 Approve the Final Plat for the SRX II Subdivision and Authorize the Director of Transportation and Engineering, Director of Parks and Recreation and the Director of Community Development to Execute the Same on Behalf of the City of Bozeman, and authorize the Director of Community Development to Execute the Improvements Agreements on Behalf of the City of Bozeman, Application 26064 (Quasi-Judicial)(Garber)

F.8 Authorize the City Manager to Sign a GIS Software License Renewal for Small Municipal and County Government Enterprise Agreement (SGEA) with ESRI(Jorgenson)

F.9 Authorize the City Manager to sign the Scope of Work with Baker Tilly for a Housing Revenue Bond Proof of Concept for Affordable Multifamily Housing(Fontenot)

F.10 Authorize the City Manager to Sign a Professional Services Agreement with Mountain Goat Instructional Design LLC. to Implement Year Six through Eight of a Direct Student Engagement Program in Bozeman Public Schools Utilizing the Bozeman Water Conservation and Stormwater Management Educator Guide(Ahlstrom)

F.11 Authorize City Manager to Sign a Professional Services Agreement with Mediation Help Association, LLC, for Landlord Tenant Mediation Services for Bozeman Residents(Rowley)

F.12 Authorize the City Manager to Sign a Professional Services Agreement with Mimir Water LLC. for Commercial, Institutional and Industrial (CII) Water Audit Program Services(Ahlstrom)

F.13 Authorize the City Manager to Sign an Amendment with Baker Tilly for Municipal Financial Services(DiTommaso)

F.14 Authorize the City Manager to Sign Amendment 1 to the Professional Services Agreement with Nelson\Nygaard Consulting Associates, Inc. for Development of the Gallatin Valley

Metropolitan Planning Organization Long Range Transportation Plan(Butts)

F.15 Authorize City Manager to Sign a First Amendment to Professional Services Agreement with Samsara for Automatic Vehicle Location Services(Bearzi)

F.16 Authorize the City Manager to Sign Amendment 3 to the Professional Services Agreement for Digital Orthoimagery and LiDAR Acquisition for the Purpose of Amending the Scope of Services(Jorgenson)

F.17 Authorize the City Manager to Sign Amendment 3 to Task Order 3 with HDR Engineering Providing for Engineering Services in Support of Direct Construction Contract Negotiations for the Water Reclamation Facility Solar Generation Project(Heaston)

F.18 Authorize the City Manager to Sign Amendment 4 to the Professional Services Agreement with DOWL, LLC for Construction Administration for the MSU Sewer Interceptor Project(Gamradt)

F.19 Authorize the City Manager to Sign Amendment Number 5 to the Professional Services Agreement with Morrison-Maierle, Inc. for the Materials Testing and Inspection Term Contract(Gamradt)

F.20 A Resolution Approving Prime Change Order 2 with Haselden Montana Constructors for the Construction of the I-Ho Pomeroy Peace Park Project(Henderson)

F.21 A Resolution for the Certification of Delinquent City Assessments to the County (Hodnett)

F.22 Ordinance for the Final Adoption of a Text Amendment to Revise Division 38.330 (Wireless Facilities), Section 38.710.160 (Submittal Materials for Telecommunications), and Division 38.800 (Definitions) within Chapter 38 of the Bozeman Municipal Code, Application 26074(Minnich)

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. 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.

H.1 Ordinance Provisional Adoption of the 2026 Unified Development Code Housekeeping Amendments 1, to Amend Section 38.530.040 Unified Development Code, BMC, to Amend

Parking in the B-3 District After October 1, 2026, Application 26307(Saunders)

Consider the Motion: *Having reviewed and considered the Project report, draft ordinance, public comment, recommendation from the Community Development Board, and all information presented, I hereby adopt the findings presented in the parking amendment project report for application 26307 and move to provisionally adopt the ordinance revising parking in the B-3 zoning district on or after October 1, 2026.*

H.2 Ordinance Provisional Adoption for the 2026 Unified Development Code Housekeeping Amendments 1, to Amend Chapter 38 Unified Development Code, Bozeman Municipal Code, to Address Legacy Short Term Rentals in the RA district, Application 26307(Saunders)

Consider the motion: *Having reviewed and considered the Project report, draft ordinances, public comment, recommendation from the Community Development Board, and all information presented, I hereby adopt the findings presented in the Short Term Rental project report for application 26307 and move to provisionally adopt {Ordinance Alternative 1 or Alternative 2}.*

H.3 A Resolution Changing the Name of Thomas Drive to North 27th Avenue (Lonsdale)

Consider the Motion: *After incorporating the information in the staff report, oral findings made by the Commission during the public hearing, information contained in the proposed resolution, and after considering all protests and public comment, I move to adopt the Resolution renaming Thomas Drive to North 27th Avenue.*

H.4 A Resolution Changing the Name of Graf Street East of Tracy Avenue to East Graf Street(Lonsdale)

Consider the Motion: *After incorporating the information in the staff report, oral findings made by the Commission during the public hearing, information*
contained in the proposed resolution, and after considering all protests and public comment, I move to adopt the Resolution renaming Graf Street east of Tracy Avenue to East Graf Street.

I. Work Session

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

I.1 Bozeman Creek Vision Plan - Engagement Summary & Community Priorities (Henderson)

J. Appointments

Public comment will be called for on all appointments prior to City Commission voting. Oral comments are usually limited to three (3) minutes.

J.1 Appointments to the City-County Board of Health (Maas)

Consider the Motion: *I move to appoint one City Commission appointee to a term ending June 2029.*

J.2 Appointments to the Historic Preservation Advisory Board (Newby)

Consider the Motion: *I move to appoint to appoint one member to the Historic Preservation Advisory Board to the at-large position with a term expiring June 30, 2028 and two members with Professional Designation with terms expiring June 30, 2028*
AND
I move to appoint _____ as Chair
AND
I move to appoint _____ as Vice-chair.

J.3 Appointments to the Downtown Urban Renewal District Board (Newby)

Consider the Motion: *I move to appoint Mike Waterman as the Bozeman School District 7 representative to the Downtown Urban Renewal Board.*

K. FYI / Discussion

L. 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: July 14, 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 July 15, 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: Laurae Clark, City Treasurer
Aaron Funk, City Controller
Melissa Hodnett, Finance Director

SUBJECT: Request for Authorization to Write-Off Stale-Dated Accounts Payable Checks from the City's General Accounting Ledger

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Finance

RECOMMENDATION: The City Commission approve the "writing-off" from the City's general accounting ledger stale Accounts Payable warrants (also known as checks) issued by the City over a year ago that have not been cashed by the recipient

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: Per Section 7-6-4303 of Montana Code Annotated (MCA), the City may cancel municipal warrants that have remained outstanding or un-cashed for one year or longer. In alignment with MCA, this item requests that stale Accounts Payable checks (also known as warrants) issued by the City over a year ago that have not been cashed be "written off" of the General Ledger of the City. Attached to this report, the Commission will find details on the checks to be written off and information specific to attempts have made to contact check recipients. The Commission's action of writing-off these checks will not preclude the holder of a stale check from ever being paid the amount they are due. The action by the Commission will simply result in eliminating the effects of this stale activity from the City's Balance Sheet. This action allows the City to maintain records in conformity with Generally Accepted Accounting Principles which will be validated by the annual audit.

UNRESOLVED ISSUES: Recipients of checks (also known as warrants) from the City who have not cashed them have not responded to multiple inquiries. Writing the checks out of the general ledger does not remove the opportunity for a recipient to later cash a check. In the event a written off check is cashed, funds will be made available within the appropriate fiscal year's budgeted dollars which may include Reserve Funds. Reserve funds can be used for unexpected expenses such as these.

ALTERNATIVES: As suggested by the Commission.

FISCAL EFFECTS: The total amount of checks to be written off of the General Ledger is $39,739.43 As a result, Cash (an asset) will be added back to the City's balance sheet with a corresponding amount recorded to "Abandoned Property" (a liability), resulting in no change in the City's Net Financial Position.

Attachments:
Writeoff checks FY26.pdf

Report compiled on: June 30, 2026

Bank	Check #	Period	Date	Amount	Business Name/Last Name	First Name	Address	City	State	Zip	1st Sent	2nd Sent	3rd Sent
Operating	255992	1	7/17/24	65.66	DEENEY	SAMUAL	20 HOFFMAN DR UNIT 4	BOZEMAN	MT	59715	09/25/24	Returned	
Operating	255999	1	7/17/24	34.93	DIFFLEY	NOLAN	1075 ABIGAIL LN UNIT A	BOZEMAN	MT	59718	09/25/24	02/26/25	04/02/25
Operating	256027	1	7/17/24	35.98	HANSON	KAYLA	1612 W OLIVE ST UNIT 1	BOZEMAN	MT	59715	09/25/24	02/26/25	04/02/25
Operating	256089	1	7/17/24	61.76	OTTMERS	KARSTEN	2418 ANNIE ST UNIT A	BOZEMAN	MT	59718	09/25/24	02/26/25	04/02/25
Operating	256122	1	7/17/24	35.91	SWAIN	BEN	1649 WINDROW DR UNIT C1	BOZEMAN	MT	59718	09/25/24	02/26/25	04/02/25
Operating	256227	1	7/24/24	78.22	GRAYBEAL	TIFFANIE	2218 GALLATIN GREEN BLVD UNIT A	BOZEMAN	MT	59718	09/25/24	02/26/25	04/02/25
Operating	256238	1	7/24/24	493.00	INDUSTRIAL COMM & ELEC BOZEMAN INC		PO BOX 4437	BOZEMAN	MT	59772	09/25/24	02/26/25	04/02/25
Operating	256259	1	7/24/24	17.56	LARSEN	RYAN	2117 COLUMBINE DR	BILLINGS	MT	59105	09/25/24	02/26/25	04/02/25
Operating	256324	1	7/24/24	5.69	SMITH	LYJONA	5673 SAXON WAY UNIT B	BOZEMAN	MT	59718	09/25/24	Returned	
Operating	256357	1	7/24/24	44.94	UPS STORE #2007 - BOZEMAN		1627 W MAIN ST	BOZEMAN	MT	59715	09/25/24	02/26/25	04/02/25
Operating	256403	1	7/31/24	13.34	COLLINS	ZAC	409 N 10TH AVE	BOZEMAN	MT	59715	09/25/24	4/2/2025	
Operating	256503	1	7/31/24	18.70	RIEDEL	JEFFREY	2907 SECOR AVE	BOZEMAN	MT	59715	09/25/24	02/26/25	04/02/25
Operating	256506	1	7/31/24	28.35	ROGERS	SHEILA	1002 BRENTWOOD AVE	BOZEMAN	MT	59718	09/25/24	02/26/25	Returned
Operating	256549	1	7/31/24	14.01	YEATON	JEFFREY	223 E STORY ST	BOZEMAN	MT	59715	09/25/24	02/26/25	04/02/25
Operating	256590	2	8/7/24	60.98	ANDERSON	SYDNEY	2769 N 27TH ST, UNIT G	BOZEMAN	MT	59718	02/26/25	Returned	
Operating	256653	2	8/7/24	42.53	HANGAR 1 LLC		503 OXFORD DR	BOZEMAN	MT	59715	02/26/25	04/02/25	07/31/25
Operating	256665	2	8/7/24	11.27	JOHNSON	DYLAN	3269 N 27TH AVE UNIT D	BOZEMAN	MT	59718	02/26/25	04/02/25	07/31/25
Operating	256676	2	8/7/24	86.00	KLEMANN	COURTNEY	118 SUNLIGHT AVE	BOZEMAN	MT	59718	02/26/25	Returned	
Operating	256692	2	8/7/24	118.10	MIKHAILOVSKY	KIRILL	130 N F ST, UNIT 8	LIVINGSTON	MT	59047	02/26/25	04/02/25	07/31/25
Operating	256805	2	8/14/24	444.54	CURVIN	PATRICK	3003 OLIVER ST	BOZEMAN	MT	59718	02/26/25	04/02/25	07/31/25
Operating	256900	2	8/14/24	307.90	PARK	HAESUNG		BOZEMAN	MT	59718			
Operating	256922	2	8/14/24	47.91	SMITHGALL	BEN	1107 W DICKERSTON ST	BOZEMAN	MT	59715	02/26/25	04/02/25	07/31/25
Operating	257245	2	8/28/24	69.52	GRIFFITH	NORA	918 S TRACY AVE	BOZEMAN	MT	59715	02/26/25	04/02/25	07/31/25
Operating	257260	2	8/28/24	78.22	KANE	STEWART	3157 SUMMER VIEW LN	BOZEMAN	MT	59715	02/26/25	04/02/25	07/31/25
Operating	257274	2	8/28/24	79.33	LEONARDI	MITCH	5154 FALLON ST	BOZEMAN	MT	59718	02/26/25	04/02/25	07/31/25
Operating	257277	2	8/28/24	111.00	LUBE ALLEY		651 W OAK ST	BOZEMAN	MT	59715	02/26/25	04/02/25	07/31/25
Operating	257311	2	8/28/24	87.94	PECK	TEAGUE	3269 N 27TH AVE UNIT G	BOZEMAN	MT	59718	02/26/25	04/02/25	07/31/25
Operating	257328	2	8/28/24	396.20	SOUTH EIGHTH STREET LLC		929 NELSON RD	BOZEMAN	MT	59718	02/26/25	04/02/25	07/31/25
Operating	257332	2	8/28/24	52.15	STEELE	LEAH	2431 WHEELER DR UNIT B	BOZEMAN	MT	59718	02/26/25	04/02/25	07/31/25
Operating	257585	3	9/11/24	29.81	BOSHOFF	HERMANUS & VANESSA	PO BOX 1153	DUBOIS	WY	82513	02/26/25	04/02/25	07/31/25
Operating	257913	3	9/25/24	4.39	D & N PROPERTIES INC			BOZEMAN	MT	59718			
Operating	257915	3	9/25/24	32.87	D'ANGELO	NICK	2704 W MENDENHALL ST UNIT 2	BOZEMAN	MT	59718	02/26/25	04/02/25	07/31/25
Operating	257935	3	9/25/24	19.80	FLEURY	SAMUAL	705 S 15TH AVE	BOZEMAN	MT	59715	02/26/25	04/02/25	07/31/25
Operating	258015	3	9/25/24	53.21	SMITH	TANNER	710 N MONTANA AVE	BOZEMAN	MT	59715	02/26/25	04/02/25	07/31/25
Operating	258203	4	10/2/24	71.24	SARDY	THOMAS	825 S 5TH AVE	BOZEMAN	MT	59715	02/26/25	04/02/25	07/31/25
Operating	258404	4	10/9/24	16.69	SCHMID	RACHELLE RAE	1476 ALDER CREEK DR	BOZEMAN	MT	59715	02/26/25	04/02/25	07/31/25
Operating	258539	4	10/16/24	13.18	KNUDSEN	ZACHARY	1801 WILLOW WAY UNIT B	BOZEMAN	MT	59715	02/26/25	04/02/25	07/31/25
Operating	258641	4	10/16/24	57.81	VALDOVINOS	LUIS	PO BOX 3088	BOZEMAN	MT	59772	02/26/25	04/02/25	Returned
Operating	258699	4	10/23/24	400.00	HANSON	ALEX	1481 N 25TH AVE APT 121	BOZEMAN	MT	59718	02/26/25	04/02/25	Returned
Operating	258719	4	10/23/24	200.00	MELTON	VALERIE	5290 FALLON ST UNIT 203	BOZEMAN	MT	59718	02/26/25	Returned	
Operating	258903	4	10/30/24	48.44	RIESER	AMELIA	403 S 10TH AVE	BOZEMAN	MT	59715	02/26/25	04/02/25	07/31/25
Operating	259098	5	11/6/24	13.00	O'MELIA	LAUREN M	1104 S MONTANA AVE APT F-5	BOZEMAN	MT	59715	02/26/25	04/02/25	07/31/25
Operating	259166	5	11/13/24	238.88	BAKER & TAYLOR BOOKS		PO BOX 277930	ATLANTA	BA	30384	02/26/25	04/02/25	07/31/25
Operating	259378	5	11/20/24	41.74	JOHNSTON	ANA	730 S 13TH AVE	BOZEMAN	MT	59715	02/26/25	04/02/25	07/31/25
Operating	259422	5	11/20/24	921.39	PLATO MT 1 PROP CO LLC		301 COMMERCE ST STE 3300	FORT WORTH	TX	76102	02/26/25	04/02/25	07/31/25
Operating	259465	5	11/20/24	87.35	TROESTER	JESSICA	913 S BLACK AVE UNIT D	BOZEMAN	MT	59715	02/26/25	04/02/25	07/31/25
Operating	259541	5	11/27/24	129.00	ENGSTROM	COLIN	702 N TRACY AVE UNIT C	BOZEMAN	MT	59715	02/26/25	04/02/25	07/31/25
Operating	259601	5	11/27/24	55.86	MCELYEA	JON	1303 W KOCH ST	BOZEMAN	MT	59715	02/26/25	04/02/25	07/31/25
Operating	259821	6	12/11/24	21.17	AVILEZ	ESEQUIEL	115 MALLARD BLVD	SAN MARCOS	TX	78666	02/26/25	04/02/25	07/31/25
Operating	259945	6	12/11/24	74.92	SIMARD	SIDNEY	218 VIRGINIA WAY	BOZEMAN	MT	59718	02/26/25	04/02/25	07/31/25
Operating	259956	6	12/11/24	52.73	THOMPSON	HANNAH	969 CASSANDRA LN UNIT B	BOZEMAN	MT	59718	02/26/25	04/02/25	07/31/25
Operating	260118	6	12/18/24	44.40	THOMPSON	MIKE	80 DRY FLY LN	BOZEMAN	MT	59718	02/26/25	04/02/25	07/31/25
Operating	260168	6	12/25/24	27.01	BROGAN	GRANT	2200 W DICKERSON ST APT 48	BOZEMAN	MT	59718	02/26/25	04/02/25	07/31/25
Operating	260176	6	12/25/24	14.68	CHAPMAN	DAVID	3765 GALLOWAY ST APT B303	BOZEMAN	MT	59718	02/26/25	04/02/25	07/31/25
Operating	260230	6	12/25/24	1,170.00	GROUNDPRINT LLC		280 W KAGY BLVD STE D #236	BOZEMAN	MT	59718	02/26/25	04/02/25	07/31/25

Operating	260236	6	12/25/24	14.14	HARDIN	TROY C	113 S 19TH AVE UNIT D	BOZEMAN	MT	59718	02/26/25	04/02/25	07/31/25
Operating	260435	7	1/1/25	45.16	HORNER	IRA & VANESSA	3334 W BABCOCK ST UNIT C	BOZEMAN	MT	59718	04/02/25	07/31/25	03/16/26
Operating	260438	7	1/1/25	14.01	HUIDEKOPER	JEMMI	423 N 16TH AVE	BOZEMAN	MT	59715	04/02/25	07/31/25	03/16/26
Operating	260482	7	1/1/25	16.02	RAMSEY	ELISA	1110 BUR AVE	BOZEMAN	MT	59718	04/02/25	07/31/25	03/16/26
Operating	260504	7	1/1/25	24.91	SVEHLA	GUSTAV	PO BOX 9031	DALLAS	TX	75209	04/02/25	Returned	
Operating	260520	7	1/1/25	15.35	WEBSTER	CALVIN	1211 S 4TH AVE	BOZEMAN	MT	59715	04/02/25	07/31/25	03/16/26
Operating	260521	7	1/1/25	91.95	WILLIG	LILY	11511 CLEAR CREEK RD UNIT B102	SILVERDALE	WA	98383	04/02/25	07/31/25	03/16/26
Operating	260882	7	1/13/25	116.15	CRABAPPLE 22 LLC		289 ARROW TRL	BOZEMAN	MT	59718	04/02/25	07/31/25	03/16/26
Operating	260930	7	1/13/25	58.12	FERRERAS	DAISY	PO BOX 10112	BOZEMAN	MT	59719	04/02/25	Returned	
Operating	260941	7	1/13/25	7.03	FOSTER	MICHAEL & SARA D	55 W KIMBERLY CT	BOZEMAN	MT	59718	04/02/25	07/31/25	03/16/26
Operating	260948	7	1/13/25	146.09	GAGNE	MACREGOR K	705 ALMOND AVE	PATTERSON	CA	95363	04/02/25	Returned	
Operating	260968	7	1/13/25	43.29	GRIFFIN	BENJAMIN	210 S COTTONWOOD RD UNIT 202	BOZEMAN	MT	59718	04/02/25	07/31/25	03/16/26
Operating	261027	7	1/13/25	97.55	ISLER	SHARON TUDOR	2200 W DICKERSON ST UNIT 82	BOZEMAN	MT	59718	04/02/25	07/31/25	03/16/26
Operating	261067	7	1/13/25	105.20	KVASNICK	MICHAEL	720 N MONTANA AVE	BOZEMAN	MT	59715	04/02/25	07/31/25	03/16/26
Operating	261135	7	1/13/25	233.57	MILAN-MERINO	ALANA T	119 VILLAGE CROSSING WAY	BOZEMAN	MT	59715	04/02/25	07/31/25	03/16/26
Operating	261203	7	1/13/25	173.59	PHILLIPS	COBY A	209 DONNA AVE	BOZEMAN	MT	59718	04/02/25	07/31/25	03/16/26
Operating	261271	7	1/13/25	92.25	SEVENTKO	LINDSAY ALLISON	1020 BAXTER CREEK WAY UNIT B	BOZEMAN	MT	59718	04/02/25	07/31/25	03/16/26
Operating	261350	7	1/13/25	1,220.65	VICIEDO	DAVID	428 N WALLACE AVE	BOZEMAN	MT	59715	04/02/25	Returned	
Operating	261378	7	1/13/25	112.49	WILLIAMS	MARK S & CAROLYN E	2567 WEEPING ROCK LN	BOZEMAN	MT	59715	04/02/25	Returned	
Operating	261632	7	1/29/25	500.00	MCKENZIE	MADISON	PO BOX 174180	BOZEMAN	MT	59717	04/02/25	07/31/25	03/16/26
Operating	261642	7	1/29/25	15.50	MORROW	ZACH	301 W STORY ST UNIT 2	BOZEMAN	MT	59718	04/02/25	07/31/25	03/16/26
Operating	261644	7	1/29/25	17.60	NEAL	SUMMER	3204 SUMMERSET DR	BOZEMAN	MT	59715	04/02/25	07/31/25	03/16/26
Operating	261947	8	2/12/25	116.35	GALTON	WILL	1758 MIDFIELD ST	BOZEMAN	MT	59715	07/31/25	03/16/26	05/06/26
Operating	261978	8	2/12/25	32.00	KLEPPELID	BREANA	513 S DRAGONFLY ST	BOZEMAN	MT	59718	07/31/25	Returned	
Operating	262017	8	2/12/25	74.87	ROSENZWEIG	BRIAN	106 MICHAEL GROVE AVE	BOZEMAN	MT	59718	07/31/25	03/16/26	05/06/26
Operating	262022	8	2/12/25	16.20	SCHLENDER	JOEL	4132 MOONSTONE DR	BOZEMAN	MT	59718	07/31/25	03/16/26	05/06/26
Operating	262204	8	2/26/25	14.80	GLUSSER	ADAM	414 BONNER LN	BOZEMAN	MT	59715	07/31/25	03/16/26	05/06/26
Operating	262211	8	2/26/25	16.20	FLOYD	ANNA JANE	227 S 18TH AVE APT 3	BOZEMAN	MT	59715	07/31/25	03/16/26	05/06/26
Operating	262284	8	2/26/25	14.10	KRENIK	KYLE	2410 PAR CT	BOZEMAN	MT	59715	07/31/25	03/16/26	05/06/26
Operating	262327	8	2/26/25	16.20	PEARSON	SARAH	1016 HUNTERS WAY	BOZEMAN	MT	59718	07/31/25	03/16/26	05/06/26
Operating	262410	9	3/5/25	49.30	EIKE	CHRISTINA	2777 HAMILTON CT APT 2	BOZEMAN	MT	59718	07/31/25	03/16/26	05/06/26
Operating	262626	9	3/12/25	14.90	HADLEY	MORIAH	208 PONDERA AVE UNIT C	BOZEMAN	MT	59718	07/31/25	03/16/26	05/06/26
Operating	262627	9	3/12/25	56.67	HAMEL	THOMAS	1171 N 15TH AVE UNIT C	BOZEMAN	MT	59718	07/31/25	03/16/26	05/06/26
Operating	263270	10	4/9/25	14.80	FAHLQUIST	ADAM	2517 ANNIE ST	BOZEMAN	MT	59718	07/31/25	03/16/26	05/06/26
Operating	263305	10	4/9/25	19.00	ELLISON	CHASE	2125 DENNISON LN	BOZEMAN	MT	59718	07/31/25	03/16/26	05/06/26
Operating	263315	10	4/9/25	14.80	JOHNSON	COURTNEY	1211 HUNTERS WAY	BOZEMAN	MT	59718	07/31/25	03/16/26	05/06/26
Operating	263317	10	4/9/25	35.76	CROFT	MACY	414 1/2 S 15TH AVE	BOZEMAN	MT	59715	07/31/25	03/16/26	05/06/26
Operating	263330	10	4/9/25	46.65	DOMSALLA	BRANDON	2286 GALLATIN GREEN BLVD UNIT C	BOZEMAN	MT	59718	07/31/25	03/16/26	05/06/26
Operating	263363	10	4/9/25	14.80	SQUIRES	JACOB	777 HAGGERTY LN UNIT 49	BOZEMAN	MT	59715	07/31/25	03/16/26	05/06/26
Operating	263364	10	4/9/25	16.20	HOYEM	JEFF	104 WILDA LN	BOZEMAN	MT	59718	07/31/25	03/16/26	05/06/26
Operating	263365	10	4/9/25	26.14	JEFFERS	KYLEE	434 S BLACK AVE	BOZEMAN	MT	59715	07/31/25	Returned	
Operating	263366	10	4/9/25	18.30	RICE	JOANNAH	1190 SAXON WAY	BOZEMAN	MT	59718	07/31/25	Returned	
Operating	263391	10	4/9/25	44.44	LEVI	FATUTOA	3900 OAKLAND ST	COCOA	FL	32927	07/31/25	03/16/26	05/06/26
Operating	263398	10	4/9/25	181.80	MCCLARIN	BENJAMIN	2236 BAXTER LN UNIT K1	BOZEMAN	MT	59718	07/31/25	03/16/26	05/06/26
Operating	263401	10	4/9/25	12.00	CASEY	MEGAN	11 E VILLARD ST	BOZEMAN	MT	59715	07/31/25	03/16/26	05/06/26
Operating	263405	10	4/9/25	14.80	MCGUIRE	MICHAEL	414 S 15TH AVE	BOZEMAN	MT	59715	07/31/25	03/16/26	05/06/26
Operating	263457	10	4/9/25	93.41	SPRAGUE	COOPER	2822 W MENDENHALL ST	BOZEMAN	MT	59718	07/31/25	03/16/26	Returned
Operating	263468	10	4/9/25	12.00	HOLCOMBE	TOM	52 SHERIDAN PL	BOZEMAN	MT	59718	07/31/25	03/16/26	05/06/26
Operating	263480	10	4/9/25	48.28	WILTSE	JEFFREY	515 MICHAEL GROVE AVE UNIT 55	BOZEMAN	MT	59718	07/31/25	Returned	
Operating	263484	10	4/9/25	83.08	22 S GRAND LLC		311 N GRAND AVE	BOZEMAN	MT	59715	07/31/25	03/16/26	05/06/26
Operating	263655	10	4/23/25	13.40	BUSBY	PATRICK	515 W ASPEN ST STE 200E	BOZEMAN	MT	59715	07/31/25	03/16/26	05/06/26
Operating	263689	10	4/23/25	17.60	EMERLING	ERNEST	4418 ALEXANDER ST	BOZEMAN	MT	59718	07/31/25	03/16/26	05/06/26
Operating	263874	10	4/30/25	21.30	FALVEY	JAMES	1120 W BABCOCK ST UNIT 13	BOZEMAN	MT	59715	07/31/25	Returned	
Operating	263937	10	4/30/25	63.19	MOORE	AYA	1225 W KAGY BLVD	BOZEMAN	MT	59715	07/31/25	Returned	
Operating	263986	10	4/30/25	72.07	TITERA	ANTHONY	3230 N 27TH AVE UNIT 206	BOZEMAN	MT	59718	07/31/25	03/16/26	05/06/26
Operating	264093	11	5/7/25	16.18	CRISWELL	BAILEY	300 ENTERPRISE BLVD UNIT 215	BOZEMAN	MT	59718	07/31/25	03/16/26	

Operating	264111	11	5/7/25	13.53	GARDINER	CYLER	241 LILLIAN WAY UNIT B	BOZEMAN	MT	59718	07/31/25	03/16/26	05/06/26		
Operating	264409	11	5/21/25	40.00	BIELECKI	ALEXANDRIA	2750 MARLYN CT APT 3	BOZEMAN	MT	59718	07/31/25	03/16/26	05/06/26		
Operating	264498	11	5/21/25	130.00	NEWELL	ELLIE	LIBRARY				07/31/25	03/16/26	05/06/26		
Operating	264740	11	5/28/25	95.70	FREY	ZACHARY	50 MARKS WAY	BELGRADE	MT	59714	07/31/25	05/06/26			
Operating	264976	12	6/11/25	53.16	EATON	RACHEL	180 STONE FLY DR	BOZEMAN	MT	59718	03/16/26	05/06/26			
Operating	264997	12	6/11/25	42.48	HEATON	KODY	35 MICHAEL GROVE AVE	BOZEMAN	MT	59718	03/16/26	Returned			
Operating	265019	12	6/11/25	114.18	KILGO	BERRIGAN	702 N TRACY AVE UNIT B	BOZEMAN	MT	59715	03/16/26	05/06/26			
Operating	265090	12	6/11/25	62.00	THANG	CAITLIN	881 ROOKERY LN UNIT 3	BOZEMAN	MT	59718	03/16/26	05/06/26			
Operating	265107	12	6/11/25	24.77	YOUNG	KENDALL	400 HALE BOPP AVE	BELGRADE	MT	59714	03/16/26	Returned			
Operating	265359	12	6/25/25	73.68	CADIEUX	ALEXANDER	16 HOFFMAN DR UNIT 1	BOZEMAN	MT	59715	03/16/26	05/06/26			
Operating	265383	12	6/25/25	21.38	DANIEL	ADRIAN	1112 IDAHO ST	BELGRADE	MT	59714	03/16/26	05/06/26			
Operating	265406	12	6/25/25	12.00	FOX	JEFF	615 S BLACK AVE	BOZEMAN	MT	59715	03/16/26	05/06/26			
Operating	265416	12	6/25/25	84.89	GREEK	ANNA	2451 DAWS DR UNIT A	BOZEMAN	MT	59718	03/16/26	Returned			
Operating	265436	12	6/25/25	29.13	JENSEN	PARKER	5177 FALLON ST UNIT 103	BOZEMAN	MT	59718	03/16/26	05/06/26			
Operating	265459	12	6/25/25	81.72	LOCKWOOD	MARIANNA	1711 W KOCH ST UNIT 42	BOZEMAN	MT	59715	03/16/26	Returned			
Operating	265520	12	6/25/25	18.70	ROSAS	RAUL	3480 FEN WAY, UNIT 17	BOZEMAN	MT	59718	03/16/26	05/06/26			
Operating	265569	12	6/24/25	187.60	BMP KOCH STREET APTS LLC		302 LINDLEY PL	BOZEMAN	MT	59715	03/16/26	05/06/26			
Operating	265570	12	6/24/25	5.31	BOYD	RONALD SCOTT & FRANCES L	421 W BEALL ST	BOZEMAN	MT	59715	03/16/26	05/06/26			
Operating	265636	12	6/24/25	227.14	HESSE, ZACHARY R & KAITLIN A BEAR		2481 BOYLAN RD	BOZEMAN	MT	59715	03/16/26	05/06/26			
Operating	265656	12	6/24/25	110.22	JUNTUNEN	AARON	269 MCCLELLAN CREEK RD	CLANCY	MT	59634	03/16/26	05/06/26			
Operating	265660	12	6/24/25	80.28	KING	REBECCA & QUINTON	107 N WESTERN DR	BOZEMAN	MT	59718	03/16/26	05/06/26			
Operating	265693	12	6/24/25	277.44	MONEYHUN	ABIGAIL	1014 S 16TH AVE	BOZEMAN	MT	59715	03/16/26	Returned			
Operating	265707	12	6/24/25	95.83	PAO	JOHN	3992 EQUESTRIAN LN	BOZEMAN	MT	59718	03/16/26	05/06/26			
Operating	265721	12	6/24/25	97.55	RODBELL	ERIKA & DONALD	2200 W DICKERSON ST UNIT 45	BOZEMAN	MT	59718	03/16/26	Returned			
Operating	265748	12	6/24/25	248.11	UNDERWOOD	ANGELA L	9610 BRIARWOOD CIRCLE	SUN CITY	AZ	85351	03/16/26	05/06/26			
Operating	265756	12	6/24/25	1,037.86	WELLS FARGO BANK		PO BOX 49630	CHARLOTTE	NC	28277	03/16/26	05/06/26			
Operating	265767	12	6/24/25	237.93	315 S 13TH LLC		2555 DEER CREEK DR	BOZEMAN	MT	59715	03/16/26	05/06/26			
Operating	265955	12	6/30/25	64.30	HORNER	SAMUEL	1250 STUCKY RD APT 205	BOZEMAN	MT	59715	03/16/26	05/06/26	Returned		
Court	19504	1	07/10/24	$600.00	DOMINGUEZ	CARLOS	11610 GRAY ALDER DR	HOUSTON	TX	77038	09/25/24	2/27/2025	4/2/2025		
Court	19509	1	07/10/24	$100.00	JONES	SEAN MURRAY	TRANSIENT-NO ADDRESS				09/25/24				
Court	19516	1	07/10/24	$15.00	MARTZ	JAMES	776 HAGGERTY APT 202	BOZEMAN	MT	59715	09/25/24	2/27/2025	4/2/2025	Returned	
Court	19520	1	07/10/24	$390.00	SMITH	SCOTT	805 DAKOTA ST	BELGRADE	MT	59714	09/25/24	2/27/2025	4/2/2025		
Court	19521	1	07/10/24	$25.00	SHEEHAN	LISA MARIE	2889 N 27TH AVE APT 4	BOZEMAN	MT	59718	09/25/24	2/27/2025	4/2/2025		
Court	19550	1	07/22/24	$2,745.00	SOHN	OLIVIA	1611 W OLIVE ST APT A	BOZEMAN	MT	59715	09/25/24	2/27/2025	4/2/2025		
Court	19551	1	07/22/24	$15.08	PEAK BOZEMAN LLC		3482 PARKWAY AVE	BOZEMAN	MT	59718	09/25/24	2/27/2025	4/2/2025		
Court	19556	1	07/26/24	$102.65	AMEN	BRYSEN	1191 LONGBOW LN UNIT F	BOZEMAN	MT	59718	09/25/24	2/27/2025	4/2/2025		
Court	19580	2	08/09/24	$930.00	ALFREDO ARIAS LANDAVERDE		105 E GRANITE AVE	BOZEMAN	MT	59718	2/27/2025	4/2/2025	7/31/2025	Returned	
Court	19600	2	8/90/24	$65.00	GOFF	MIKE	6400 PENWELL BRIDGE RD	BOZEMAN	MT	59718	2/27/2025	Returned			
Court	19613	2	08/09/24	$289.95	REDGRAVE	PHILLIP JOHN	230 WATERLILY DR APT 16	BOZEMAN	MT	59718	2/27/2025	Returned			
Court	19616	2	08/09/24	$450.00	KOSHAR	THEO	1250 STUCKY RD APT 204	BOZEMAN	MT	59715	2/27/2025	4/2/2025	7/31/2025	Returned	
Court	19627	2	08/16/24	$35.00	FRAKER	AUSTIN MICHAEL	64 W KIMBERLY CT	BOZEMAN	MT	59718	2/27/2025	4/2/2025	7/31/2025		
Court	19630	2	08/16/24	$25.00	HAUGEN	AARON ALTON	15 RABBITTOWN RD	ASHLAND	MT	59003	2/27/2025	4/2/2025	7/31/2025	Returned	
Court	19641	3	09/03/24	$60.24	AMEN	BRYSEN	1191 LONGBOW LN UNIT F	BOZEMAN	MT	59718	2/27/2025	4/2/2025	7/31/2025		
Court	19682	3	09/03/24	$10.00	LAMMERS	LANNY DEAN	146 KIMBALL AVE	BOZEMAN	MT	59718	2/27/2025	Returned			
Court	19694	3	09/03/24	$20.00	SORRELL JR	TREVOR JON	107 BRANAGAN CRT #B	BOZEMAN	MT	59718	2/27/2025	4/2/2025	7/31/2025	Returned	
Court	19721	3	09/06/24	$50.00	MARTZ	JAMES	766 HAGGERTY APT 202	BOZEMAN	MT	59715	2/27/2025	4/2/2025	7/31/2025	Returned	
Court	19745	3	09/13/24	$125.00	STATE FARM INSURANCE		PO BOX 106170	ATLANTA	GA	30348	2/27/2025	4/2/2025	7/31/2025		
Court	19748	3	09/23/24	$100.00	BOND	ANDREW JEFFREY	252 SHEPHERDS TRAIL	BOZEMAN	MT	59718	2/27/2025	Returned			
Court	19749	3	09/23/24	$100.00	BOND	ANDREW JEFFREY	252 SHEPHERDS TRAIL	BOZEMAN	MT	59718	2/27/2025	Returned			
Court	19766	3	09/23/24	$115.00	JOAREZ	ELIZABETH GARRIDO	2235 TSCHACHE LN APT 111	BOZEMAN	MT	59718	2/27/2025	4/2/2025	7/31/2025	Returned	
Court	19786	4	10/07/24	$65.00	AMAYA DONAIRE & MARLIN FERNANDO		WINDROW DR UNIT b3	BOZEMAN	MT	59718	2/27/2025	Returned			
Court	19787	4	10/07/24	$69.90	AMEN	BRYSEN	1191 LONGBOW LN UNIT F	BOZEMAN	MT	59718	2/27/2025	4/2/2025	7/31/2025		
Court	19817	4	10/07/24	$5.00	GOULD	TIMOTHY	615 POTTER RD	CENTER CONWAY	NH	03813	2/27/2025	4/2/2025	7/31/2025		
Court	19829	4	10/07/24	$100.00	MARTZ	JAMES	776 HAGGERTY APT 202	BOZEMAN	MT	59715	2/27/2025	4/2/2025	7/31/2025	Returned	
Court	19897	4	10/10/24	$55.00	GOULD	TIMOTHY	615 POTTER RD	BOZEMAN	MT	59718	2/27/2025	4/2/2025	7/31/2025		
Court	19899	4	10/10/24	$100.00	KETCHEM	JOSH	1062 W OAK ST APT 7	BOZEMAN	MT	59715	2/27/2025	Returned			

Court	19925	4	10/18/24	$100.00	ALLEN	JANE	No addess provided	BOZEMAN	MT	59718				
Court	19935	4	10/18/24	$161.60	THORSON	TYLER	305 S 16TH AVE APT 3	BOZEMAN	MT	59715	2/27/2025	4/2/2025	7/31/2025	
Court	19968	4	10/29/24	$15.00	JOHNSON	LYCURGUS EUGENE	515 W ASPEN STE 310	BOZEMAN	MT	59715	2/27/2025	4/2/2025	7/31/2025	
Court	19973	4	10/29/24	$20.00	LOPEZ	KEVIN DFRANCO ALONGI	5673 SAXON WAY	BOZEMAN	MT	59718	2/27/2025	Returned		
Court	19974	4	10/29/24	$50.00	MARTZ	JAMES	776 HAGGERTY APT 202	BOZEMAN	MT	59715	2/27/2025	4/2/2025	7/31/2025	Returned
Court	19978	4	10/29/24	$61.18	PEAK BOZEMAN LLC		3482 PARKWAY AVE	BOZEMAN	MT	59718	2/27/2025	4/2/2025	7/31/2025	
Court	20014	5	11/22/24	$150.00	GILHOUSEN	DEREK JASON	41 HITCHING POST RD	BOZEMAN	MT	59715	2/27/2025	4/2/2025	7/31/2025	
Court	20021	5	11/22/24	$100.00	BARRY	JOHN	302 S BOZEMAN AVE	BOZEMAN	MT	59715	2/27/2025	4/2/2025	7/31/2025	Returned
Court	20024	5	11/22/24	$8.62	KING	KELLY	1006 LOWLING SPUR RD	BELGRADE	MT	59714	2/27/2025	4/2/2025	7/31/2025	
Court	20029	5	11/22/24	$100.00	MARTZ	JAMES	776 HAGGERTY APT 202	BOZEMAN	MT	59715	2/27/2025	4/2/2025	7/31/2025	Returned
Court	20060	5	11/22/24	$12.17	WALMART		1500 N 7TH AVE	BOZEMAN	MT	59715	2/27/2025	4/2/2025	7/31/2025	
Court	20061	5	11/22/24	$28.92	WALMART		1500 N 7TH AVE	BOZEMAN	MT	59715	2/27/2025	4/2/2025	7/31/2025	
Court	20070	5	11/29/24	$40.00	FLORES RIVERA	CARLOS ALFREDO	148 TEAKWOOD DR	BOZEMAN	MT	59718	2/27/2025	4/2/2025	7/31/2025	
Court	20073	5	11/29/24	$10.00	PIAMO ALIENDRES	ANDRES ALI	740 HAGGERTY LN UNIT 101	BOZEMAN	MT	59715	2/27/2025	4/2/2025	7/31/2025	
Court	20076	5	11/29/24	$500.00	SCHMIDT	JOSHUA LUCAS KAY	1512 E 39TH AVE	SPOKANE	WA	99203	2/27/2025	Returned		
Court	20093	6	12/16/24	$1,172.64	GREAT NORTHERN PHYSICAL THERAPY		1276 N 15TH AVE	BOZEMAN	MT	59715	2/27/2025	4/2/2025	7/31/2025	Returned
Court	20097	6	12/16/24	$250.00	MALTZ	HUDSON	1577 WINDROW DR	BOZEMAN	MT	59718	2/27/2025	Returned		
Court	20103	6	12/16/24	$30.00	MOJANA CASTRO	INGRID TATIANA	2985 S 21ST AVE APT 308	BOZEMAN	MT	59718	2/27/2025	4/2/2025	7/31/2025	
Court	20120	6	12/19/24	$365.88	AMEN	BRYSEN	1191 LONGBOX LN UNIT F	BOZEMAN	MT	59718	2/27/2025	4/2/2025	7/31/2025	
Court	20122	6	12/19/24	$25.73	ARIAL LANDAVERDE	NEHEMIAL ALFREDO	105 E GRANITE AVE	BOZEMAN	MT	59718	2/27/2025	4/2/2025	7/31/2025	Returned
Court	20124	6	12/19/24	$100.00	BURRON	ALLISON	217 W KOCH 204	BOZEMAN	MT	59715	2/27/2025	Returned		
Court	20158	6	12/26/24	$0.01	NELSON	BRUCE		BOZEMAN	MT	59718				
Court	20168	6	12/26/24	$50.00	JOYCE	KELLEN JOSEPH	1094 LONGBOW LN UNIT 4	BOZEMAN	MT	59718	2/27/2025	Returned		
Court	20183	7	01/03/25	$100.00	WAGNER	ADRIEN	1101 HORN RIDGE DR	HEART BUTTE	MT	59448	4/2/2025	7/31/2025	3/13/2026	
Court	20184	7	01/03/25	$100.00	WAGNER	ADRIEN	1101 HORN RIDGE DR	HEART BUTTE	MT	59448	4/2/2025	7/31/2025	3/13/2026	
Court	20247	7	01/03/25	$500.00	MAURER	BRADEN ROBERT	730 S 15TH AVE	BOZEMAN	MT	59715	4/2/2025	7/31/2025	3/13/2026	
Court	20249	7	01/03/25	$500.00	MONTROSS	SCOTT N	209 N 9TH AVE	BOZEMAN	MT	59715	4/2/2025	7/31/2025	3/13/2026	
Court	20250	7	01/03/25	$1,124.67	OLSEN	TAYLOR	417 W THAYER AVE	BISMARK	ND	58501	4/2/2025	7/31/2025	3/13/2026	
Court	20253	7	01/03/25	$105.00	TARGET AP RECOVERY		2200 NORTHERN BLVD STE 110	GREENVALE	NY	11548	4/2/2025	Returned		
Court	20255	7	01/08/25	$25.73	ARIEL LANDAVERDE	NEHEMIAL ALFREDO	105 E GRANITE AVE	BOZEMAN	MT	59718	4/2/2025	7/31/2025	Returned	
Court	20259	7	01/08/25	$550.00	SCHUBERT	OCEAN RAY	20 MICHAEL GROVE AVE	BOZEMAN	MT	59718	4/2/2025	7/31/2025	3/13/2026	
Court	20310	7	01/23/25	$50.00	MARTZ	JAMES	776 HAGGERTY APT 202	BOZEMAN	MT	59715	4/2/2025	7/31/2025	3/13/2026	Returned
Court	20342	8	02/03/25	$1,085.00	ORTEGA	JESUS RAMIREZ	3927 W NORTHVIEW AVE	PHOENIX	AZ	85051	7/31/2025	3/13/2026	5/6/2026	
Court	20343	8	02/03/25	$50.00	JOYCE	KELLEN JOSEPH	1094 LONGBOW LN APT D	BOZEMAN	MT	59718	7/31/2025	3/13/2026	5/6/2026	
Court	20353	8	02/03/25	$45.00	ROSSMEEIER	DAVID LEE	3285 LILY DR	BOZEMAN	MT	59718	7/31/2025	Returned		
Court	20369	8	02/11/25	$10.00	OLAYO DURON	LUIS	315 E GRIFFIN DR	BOZEMAN	MT	59715	7/31/2025			
Court	20371	8	02/11/25	$25.00	PEREZ MONNORY	PAULO DAVID	100 DISCOVERY DR	BOZEMAN	MT	59718	7/31/2025	Returned		
Court	20394	8	02/24/25	$115.00	GREENE	JOSEPH PARKER	1627 SHELTON RD	WALLA WALLA	WA	99362	7/31/2025	3/13/2026	5/6/2026	
Court	20400	8	02/24/25	$15.00	MCDUNN	EVA MAY	831 SACAJAWEA DR	GREAT FALLS	MT	59404	7/31/2025	3/13/2026	5/6/2026	
Court	20402	8	02/24/25	$10.00	NEIRA CONTRERAS	FRANKIN JAVIER &	4233 BENEPE ST	BOZEMAN	MT	59718	7/31/2025	Returned		
Court	20405	8	02/24/25	$135.00	SMITH	GREGORY JACKSON	NO ADDRESS							
Court	20407	8	02/24/25	$90.00	TORRES CEJA	JESUS	112 MEGHANS WAY	BOZEMAN	MT	59718	7/31/2025	3/13/2026	5/6/2026	
Court	20414	9	03/14/25	$30.00	BEST	ALEC M	540 ENTERPRISE BLVD	BOZEMAN	MT	59718	7/31/2025	3/13/2026	5/6/2026	
Court	20441	9	03/14/25	$165.00	MCDOWELL	SOUTH LAPETINA	1200 GLIDER LN UNIT A	BELGRADE	MT	59714	7/31/2025	3/13/2026	5/6/2026	
Court	20453	9	03/14/25	$50.00	SHEEHAN	LISA MARIE	2889 N 27TH AVE APT 4	BOZEMAN	MT	59718	7/31/2025	3/13/2026	5/6/2026	
Court	20461	9	03/14/25	$200.00	WHITE	CONNOR JAMES	1000 SILVERBOW ST	BELGRADE	MT	59714	7/31/2025	Returned		
Court	20467	9	03/21/25	$250.00	ARMANDO	ARRIETA	699 EMILY DR	BOZEMAN	MT	59718	7/31/2025	Returned		
Court	20473	9	03/21/25	$200.00	BURRON	ALLISON	217 W KOCH UNIT 204	BOZEMAN	MT	59715	7/31/2025	3/13/2026	5/6/2026	Returned
Court	20483	9	03/21/25	$1.40	ESTEVEZ PICO	GUSTAVO		BOZEMAN	MT	59718				
Court	20484	9	03/21/25	$3.48	FENMORE	JOEL STEPHEN		BOZEMAN	MT	59718				
Court	20498	9	03/21/25	$100.00	MARTZ	JAMES	776 HAGGERTY APT 202	BOZEMAN	MT	59715	7/31/2025	3/13/2026	5/6/2026	Returned
Court	20500	9	03/21/25	$65.00	MERIDETH COX TATE TRUST		PO BOX 4027	BOZEMAN	MT	59772	7/31/2025	3/13/2026	5/6/2026	
Court	20506	9	03/21/25	$61.81	PEAK BOZEMAN LLC		3482 PARKWAY AVE	BOZEMAN	MT	59718	7/31/2025	3/13/2026	5/6/2026	
Court	20538	10	04/02/25	$65.00	SIMS	BROCK	377 FAWN MEADOW RD	MANHATTAN	MT	59741	7/31/2025	3/13/2026	5/6/2026	
Court	20555	10	04/02/25	$215.00	RUBIANO	BOLIVAR	639 EMILY DR UNIT 3	BOZEMAN	MT	59718	7/31/2025	Returned		
Court	20563	10	04/10/25	$30.00	BEST	ALEC M	540 ENTERPRISE BLVD	BOZEMAN	MT	59718	7/31/2025	3/13/2026	5/6/2026	

Court	20577	10	04/10/25	$50.00	MARTZ	JAMES	776 HAGGERTY APT 202	BOZEMAN	MT	59715	7/31/2025	3/13/2026	5/6/2026	Returned
Court	20591	10	04/17/25	$38.60	ARIAL LANDAVERDE	NEHEMIAS ALF	105 E GRANITE AVE	BOZEMAN	MT	59718	7/31/2025	Returned		
Court	20593	10	04/17/25	$1.04	ESTEVEZ PICO	GUSTAVO		BOZEMAN	MT	59718				
Court	20595	10	04/17/25	$603.29	HERNANDEZ	MARTINEZ & WILSON	113 WHEELER MOUNTAIN WAY	BOZEMAN	MT	59718	7/31/2025	Returned		
Court	20607	10	04/25/25	$2.61	FENMORE	JOEL STEPHEN		BOZEMAN	MT	59718				
Court	20627	10	04/30/25	$100.00	MENGUAI SANDS	JASMINE LOVE	840 FLATHEAD CRK RD W	WILSALL	MT	59086	7/31/2025	Returned		
Court	20628	10	04/30/25	$365.00	RAMOS SUAZO	EMIL ALEXANDER	693 EMILY DR APT A	BOZEMAN	MT	59718	7/31/2025	3/13/2026	5/6/2026	
Court	20637	11	05/16/25	$100.00	BURRON	ALLISON	217 W KOCH ST UNIT 204	BOZEMAN	MT	59715	7/31/2025	3/13/2026	5/6/2026	Returned
Court	20646	11	05/16/25	$500.00	EDDINS	JOSELITO DERIS	517 N LAUREL PARKWAY	BOZEMAN	MT	59718	7/31/2025	Returned		
Court	20654	11	05/16/25	$50.00	JOYCE	KELLEN JOSEPH	1094 LONGBOW LN APT D	BOZEMAN	MT	59718	7/31/2025	3/13/2026	5/6/2026	
Court	20658	11	05/16/25	$50.00	MARTZ	JAMES	776 HAGGERTY LN APT 202	BOZEMAN	MT	59715	7/31/2025	3/13/2026	5/6/2026	Returned
Court	20661	11	05/16/25	$15.58	PEAK BOZEMAN LLC		3482 PARKWAY AVE	BOZEMAN	MT	59718	7/31/2025	3/13/2026	5/6/2026	
Court	20663	11	05/16/25	$850.00	RAMSBY	OWEN JASPER	316 N 10TH AVE UNIT B	BOZEMAN	MT	59715	7/31/2025	3/13/2026	5/6/2026	Returned
Court	20665	11	05/16/25	$50.00	ROCKY MOUNTAIN BANK		8645 HUFFINE LN	BOZEMAN	MT	59718	7/31/2025	Returned		
Court	20671	11	05/16/25	$50.00	SUNDSRUD	KURT LEROY	PO BOX 4758	BOZEMAN	MT	59718	7/31/2025	3/13/2026	5/6/2026	
Court	20683	11	05/16/25	$900.00	XINYU	WU	102 GRANT CHAMBERLAIN DR #3B	BOZEMAN	MT	59715	7/31/2025	Returned		
Court	20696	11	05/22/25	$15.64	PEAK BOZEMAN LLC		3482 PARKWAY AVE	BOZEMAN	MT	59718	7/31/2025	3/13/2026	5/6/2026	
Court	20712	12	06/02/25	$100.00	CAMBELL	CHRISTOPHER BLAKE	22 TAI LN UNIT 11	BOZEMAN	MT	59715	3/13/2026	Returned		
Court	20720	12	06/02/25	$30.00	JOHNSON	CALDER HENRY	512 S 15TH AVE	BOZEMAN	MT	59715	3/13/2026	5/6/2026		
Court	20736	12	06/02/25	$50.00	REED	RHONDA	431 N 7TH AVE	BOZEMAN	MT	59715	3/13/2026	5/6/2026		
Court	20743	12	06/06/25	$115.00	ALEJANDRO SUSTAITA	JORGE LARA	102 MICHAEL GROVE AVE	BOZEMAN	MT	59718	3/13/2026	5/6/2026		
Court	20747	12	06/06/25	$115.00	GANNON	TRUE ANNE	574 SWAN RIVER RD	BIG FORK	MT	59911	3/13/2026	Returned		
Court	20749	12	06/06/25	$50.00	JOYCE	KELLEN JOSEPH	1094 LONGBOW LN APT D	BOZEMAN	MT	59718	3/13/2026	5/6/2026		
Court	20752	12	06/06/25	$210.00	PROGRESSIVE		PO BOX 2930	CLINTON	IA	52733	3/13/2026	5/6/2026		
Court	20777	12	06/17/25	$160.00	NAFTZGER	MIRANDA	729 S 14TH AVE	BOZEMAN	MT	59715	3/13/2026	Returned		
Court	20778	12	06/17/25	$215.00	MITCHELL	TREYLON MARCUS	2953 N 27TH AVE UNIT 16	BOZEMAN	MT	59718	3/13/2026	5/6/2026		
Court	20779	12	06/17/25	$500.00	NAJERA ARIZMENDI	LUIS MIGUEL	NO ADDRESS							
Court	20783	12	06/17/25	$15.00	STRONG	MATTHEW LESTER	713 13TH ST UNIT B	BELGRADE	MT	59714	3/13/2026	5/6/2026		
Court	20799	12	06/29/25	$350.00	ORELLANO	EVER RONEY CHAVARRIO	659 ROOKERY LN	BOZEMAN	MT	59718	3/13/2026	Returned		
Court	20804	12	06/29/25	$265.00	HICKS	KYSON	2024 S ROUSE AVE	BOZEMAN	MT	59715	3/13/2026	5/6/2026	Returned	
Court	20807	12	06/29/25	$1,615.00	OLEARY	MANUS PATRICK	117 GRANT ST	COTTESLOE	WA	06011	3/13/2026	Returned		
Court	20808	12	06/29/25	$15.70	PEAK BOZEMAN LLC		3482 PARKWAY AVE	BOZEMAN	MT	59718	3/13/2026	5/6/2026		
Court	20809	12	06/29/25	$1,175.00	REED	RHONDA	431 N 7TH AVE	BOZEMAN	MT	59718	3/13/2026	5/6/2026		

39,739.43

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Jon Henderson, Assistant City Manager

SUBJECT: Authorize the City Manager to Sign a Letter of Agreement Accepting a Donation in the Amount of $1,427,890.56 from Bozeman School District 7 for Initial Construction Services for Additional Facilities at the Bozeman Sports Park

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Agreement - Agency/Non-profit

RECOMMENDATION: Authorize the City Manager to sign a Letter of Agreement accepting a donation in the amount of $1,427,890.56 from Bozeman School District 7 for initial construction srvices for additional facilities at the Bozeman Sports Park

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

BACKGROUND: The City of Bozeman is partnering with Bozeman School District #7 to construct an artificial turf athletic field at the Bozeman Sports Park, including the development of an approximately 100 space parking lot, along with related site plan components including sidewalks and pedestrian paths. Design considerations also include groundwork for an additional turf field, field lighting, and a storage structure to be funded and constructed at a later date. A mid-block pedestrian crossing along Oak will also be constructed adjacent to Gallatin High to ensure safety for all users.

In exchange for the District's financial contribution, the City agrees to allow priority use of the field. Once completed, the City will be responsible for costs of maintaining the turf field and related infrastructure. The School District will be responsible for winter snow removal from the parking lot and winter maintenance of the mid-block crossing.

This Letter of Agreement confirms the understanding reached by both parties and sets forth the terms and conditions of a contribution by Bozeman School District #7 for initial construction services. A subsequent agreement and transfer of additional funds necessary to complete the project will be necessary at the end of construction.

This agreement has been reviewed by the Legal Department and found to be acceptable in meeting the City's specifications and standards.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As directed by the City Commission.

FISCAL EFFECTS: This agreement accepts $1,427,890.56 to be allocated in support of initial construction services.

Attachments:
Letter of Agreement - Bozeman Sports Park School District Project - Initial Construction.docx

Report compiled on: June 29, 2026

Letter of Agreement

July 14, 2026

RE: Bozeman Sports Park School District Project—Letter of Agreement

This letter of agreement (the "Agreement") confirms the understanding reached by the parties and sets forth the terms and conditions of a Financial Contribution by the Bozeman School District #7 ("District") to the City of Bozeman ("City") to complete the development of additional facilities at the Bozeman Sports Park.

1. Parties to the Agreement and Notices:
    a. For District
        Contact: Mike Waterman, Executive Director Business and Operations
        Address: 404 West Main Street, Bozeman MT 59715

    b. For City
        Contact: Jon Henderson, Assistant City Manager
        Address: 121 N. Rouse Ave; Bozeman MT 59715

2. Background:

Details of the Project and the specific responsibilities of each party are outlined in the Agreement between the District and the City signed and executed on December 10, 2024.

This Agreement recognizes a Financial Contribution by the District to the City in the amount of $1,427,890.56 to support initial construction for the Project. Subsequent Agreements will be necessary for the transfer of additional funds after construction of the Project is complete.

3. District Responsibilities:
    a. Submit a check in the amount of $1,427,890.56 payable to the City no later than July 31, 2026.

4. City Responsibilities:
    a. Track the Financial Contribution and its uses separately and distinctly within its accounting records and provide those records to the District upon request.
    b. Utilize the funds exclusively for construction of the Project.
    c. Highlight the District's funding and involvement in the project in press releases or other promotional activities.

5. Acceptance:

By signing below, the undersigned represent that they are authorized to act on behalf of their respective parties and to bind their respective parties to the terms of this Agreement, and that the undersigned parties have read, understand and agree to the above.

Bozeman School District #7:

Signed: _____

Mike Waterman, Executive Director Business and Operations

Date: _____

City of Bozeman:

Signed: _____

Chuck Winn, City Manager

Date: _____

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Candace Mastel, TDM Coordinator, Transportation & Engineering
Taylor Lonsdale, Transportation Engineer, Transportation & Engineering
Emiliano Esparza, City Engineer, Transportation & Engineering
Nicholas Ross, Director of Transportation & Engineering

SUBJECT: Authorize the City Manager to Sign a Funding and Local Agency Guidelines (LAG) Agreement with the Montana Department of Transportation for the 2025 Transportation Alternatives Safe Routes to School Program

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Agreement - Agency/Non-profit

RECOMMENDATION: Authorize the City Manager to Sign a Funding and Local Agency Guidelines (LAG) Agreement with the Montana Department of Transportation for the 2025 Transportation Alternatives Safe Routes to School Program.

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

BACKGROUND:

In April of 2025, the City of Bozeman applied for a federal Transportation Alternatives (TA) grant to support its Safe Routes to School program. The city successfully received an award for funding in Fall of 2025. The next step of grant development is approval of a Funding and Local Agency Guidelines (LAG) agreement with the Montana Department of Transportation (MDT).

MDT is responsible for managing the distribution of this funding while the city will manage the scope of the project and ensure that funding received through the grant is used in accordance with the original grant application and the attached agreement.

The intent of this grant, as stated in the application from April 2025, is to expand the city's existing Safe Routes to School programming within School District 7 to compliment the educational components already being executed. The additional programming will support safe active transportation for children and will increase community capacity to address behavioral and cultural components of a safety strategy while engaging with community partners such as the Western Transportation Institute, school district administration and staff, parent groups, and other interested or relevant organizations. The full TA application is attached for additional

reference.

The agreement has been reviewed by staff and is recommended for approval.

UNRESOLVED ISSUES: None

ALTERNATIVES: None

FISCAL EFFECTS: The total project costs are $69,824.80. The federal reimbursement to the city will be $60,454.31. The city's match will be $9,370.49 and has been budgeted in FY27 Engineering Division Operations as part of our Transportation Demand Management programming.

Attachments:
UPN 10752000_SRTS-Bozeman-TA Agreement_June 17 2026_final.docx
2025 TA_City of Bozeman_Bozeman Safe Routes to School.pdf

Report compiled on: June 26, 2026

Funding and Local Agency Guidelines (LAG) Agreement

Federal Project ID TA STW-0(100)
SAFE ROUTES TO SCHOOL – BOZEMAN
UPN 10752000

This Agreement by and between the City of Bozeman (CITY or Local Agency), 121 N Rouse Ave, Bozeman, MT 59715, and the Montana Department of Transportation (MDT), 2701 Prospect Avenue, P.O. Box 201001, Helena, MT 59620 (collectively Parties) establishes the responsibilities and duties of the Parties with respect to Project activities within the City of Bozeman.

The Project Activities will be accomplished through Uniform Project Number 10752000, Federal-Aid Project Number TA STW-0(100) titled SAFE ROUTES TO SCHOOL-BOZEMAN. Transportation Alternatives (TA) is a federally funded initiative administered by the Federal Highway Administration (FHWA).

ARTICLE 1. PROJECT

SECTION 1.1 Purpose of Agreement. This Agreement provides for the CITY to execute a Safe Routes to School program ("Project") in accordance with the five goals stated in its Transportation Alternatives Program Application dated April 9, 2025 ("Application," attached hereto as Attachment A).

SECTION 1.2 Scope of Project. The CITY shall undertake, implement, and complete the Project as presented in its Application and in accordance with MDT and FHWA regulations and guidance. The CITY shall use its best efforts to efficiently and economically complete the Project.

Deviation from the funded activities will be approved by the Transportation Alternatives (TA) Engineer prior to execution or reimbursement.

SECTION 1.3 Period of Performance. This Agreement will be effective from the date of execution until the final Quarterly Progress Report is submitted to MDT in accordance with Section 1.4 below. The Project will be implemented for the 2026-2027 school year.

SECTION 1.4 Cost of Project. The expected total cost of the Project is **$69,824.80**; TA Federal Share will be a maximum of **$60,454.31** and the CITY match will be **$9,370.49**. MDT will make financial reimbursements to the CITY based upon MDT's approval of Quarterly Progress Reports and expense documentation submitted by the CITY. Any amount above the CITY match will be the CITY's responsibility.

1.4.1 Reporting. Quarterly Progress Reports and sufficient expense documentation will be submitted to the Transportation Alternatives Engineer with the MDT Consultant Design Bureau on a monthly basis and no longer than on a quarterly basis. The Quarterly Progress Reports will describe past quarter activities, such as local benefit received because of the Project, work accomplished,

difficulties encountered, number of attendees, schools attending, and decisions made or any other important information relative to the Project. The quarterly reports shall also elaborate on important activities planned for the ensuing quarter.

1.4.2 Project Closeout. Within thirty (30) days after completion of Project activities and no later than June 30, 2028, a final Quarterly Progress Report and expense documentation will be submitted to MDT's Transportation Alternatives Engineer for approval. The final reimbursement will be calculated from the approved final Quarterly Progress Report. Final TA program reimbursements will not be made after December 31, 2028. Modified Quarterly Progress Reports for additional expenditures will not be accepted after final reimbursement for this Agreement is issued and accepted by the CITY.

1.4.3 Invoicing. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the Local Agency and the Local Agency shall pay the same within thirty (30) days of its receipt of such invoices.

1.4.4 Indirect Costs. Mont. Code Ann. § 17-1-106 requires all state agencies, including MDT, which receives non-general funds to identify and recover indirect costs (IDC) in addition to direct project costs. MDT's IDC rate is recalculated annually as defined in 2 CFR Part 200, Appendix VII in consultation with the FHWA. The IDC rate in effect for the fiscal year MDT incurs the costs will be charged to the CITY in addition to the direct project costs. MDT does not expect to charge IDC for this project.

SECTION 1.5 Purchase of Project Equipment. The CITY shall purchase all Project equipment, as defined in 41 C.F.R. § 105-71.102, in accordance with applicable State law and the standards set forth by the Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments, 41 C.F.R. § 105-71. Project equipment shall be purchased in conformity with the latest approved Cost of Project as shown in Section 1.4.

SECTION 1.6 Title to Project Equipment. The CITY shall hold title to Project equipment purchased. MDT shall be the first secured party. MDT may enforce this provision through legal action to protect its security interests in the Project equipment.

SECTION 1.7 Use of Project Equipment. The CITY shall use Project equipment for Safe Routes to School program service described in its Application and in accordance with FHWA regulations. If any Project equipment is no longer needed for this service, the CITY shall immediately notify MDT, and MDT shall release any secured interest of such Project equipment.

SECTION 1.8 Maintenance. During the Agreement period, the CITY shall maintain the Project equipment and facilities at a high level of cleanliness, safety, and mechanical soundness. In addition, all accessible features and equipment used by people with disabilities must be maintained in operating condition. Equipment must be repaired promptly, and reasonable steps must be taken to continue serving people with disabilities while the repairs are being made (reference 49 C.F.R.§§ 37.161 and 37.163). MDT reserves the right to rehabilitate any Project equipment covered under this Agreement, after proper application by CITY and approval by MDT.

SECTION 1.9 Records, Reports and Information Access.

1.9.1 Recordkeeping. The CITY shall keep records regarding the use of Project property, compliance with the provisions of this Agreement, the federal assurances, and such records as MDT and the Federal Highway Administration (FHWA) may require, including financial

statements, program operation data, contracts and other Project-related documents. If a third party has exclusive possession of any required information and refuses or fails to provide that information, the CITY shall inform MDT and set forth its efforts to obtain this information. The CITY shall maintain these records for at least three years after termination of this Agreement or the conclusion of any claim, litigation, or exception relating to this Agreement.

1.9.2 Media. The CITY shall acknowledge and state that funding for this Project is provided through MDT in all publicity and earned media.

1.9.3 Information Access. The CITY shall permit MDT, FHWA, or their authorized representatives, to inspect all equipment purchased for the Project, and all records, data, and materials pertaining to the Project.

1.9.4. Information and Communication Technology. On or before April 24, 2026, City understands and agrees to comply with federal law, if applicable, on compliance with Health and Human Services (HHS) Section 508 and Accessibility Standards Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220), which requires that when State develops, procures, maintains, or uses information and communication technology (ICT), it shall be accessible to people with disabilities. State employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities. All products, platforms and services delivered as part of this Contract that are ICT, or contain ICT, must conform to the Revised 508 Standards, which are located at 36 CFR 1194.1 & Apps. A, B, & C, and available at https://www.access-board.gov/ict/. All requirements are applicable to support services and documentation deliverables. All functional performance criteria apply when using an alternative design or technology that achieves substantially equivalent or greater accessibility and usability by individuals with disabilities, than would be provided by conformance to one or more of the requirements in Chapters 4-6 of the Revised 508 Standards, or when Chapters 4-6 do not address one or more functions of ICT. For each proposed product or platform, a fully completed Accessibility Conformance Report (ACR) using the Voluntary Product Accessibility Template (VPAT) (https://www.itic.org/policy/accessibility/vpat) or HHS conformance checklist(s) (https://www.hhs.gov/web/section-508/accessibility-checklists/index.html) must be submitted. Prior to commencing performance, City must demonstrate conformance to the HHS Section 508 requirements via HHS Section 508 checklist(s) (https://www.hhs.gov/web/section508/accessibility-checklists/index.html). State reserves the right to perform testing on required ICT items to validate City's Section 508 conformance claims. If State determines at any time that Section 508 conformance does not meet the HHS Section 508 requirements, State shall, at its option, require City to remediate the item, at no additional fee or cost to State and align with the HHS Section 508 conformance requirements or immediately terminate this Contract with no additional fee or cost.

ARTICLE 2. DEFAULT AND TERMINATION

SECTION 2.1 Default. Nonperformance by the CITY of any obligation imposed by this Agreement or reduction of local Project cost funding will constitute default.

SECTION 2.2 Termination. This Agreement may be terminated by MDT by serving a notice of termination on the CITY. Termination may occur for either convenience or default. If termination is for convenience, the notice shall give the CITY thirty (30) days to wind down its activities under this Agreement. If termination occurs due to default, the notice shall state the nature of the CITY's default and offer the CITY ten (10) days for an opportunity to explain or correct its nonperformance. If MDT finds that the CITY has a reasonable excuse for nonperformance, which is beyond the control of the CITY, MDT may set up a new work schedule and allow the completion of this Agreement. In any

termination, MDT will make its contractual payments proportionate to the work properly performed in accordance with this Agreement to the time of termination. The CITY shall account for any Project property in its possession.

SECTION 2.3 Litigation. Controversy arising from this Agreement may result in litigation. Arbitration is not available. This Agreement shall be governed by Montana law.

SECTION 2.4 Venue. In the event of litigation concerning this Agreement, venue shall be in the First Judicial District of the State of Montana, in and for Lewis and Clark County.

ARTICLE 3. MISCELLANEOUS

SECTION 3.1 Agreement Modification. Any change to this Agreement will only be by written agreement of the Parties.

SECTION 3.2 Subcontracts. The CITY shall include in all subcontracts entered into pursuant to this Agreement a copy of this Agreement, and the subcontract will make the provisions of this Agreement a specific part of the subcontract. In addition, the CITY shall include the following provisions in any advertisement or invitation to bid for any procurement under this Agreement:

Statement of Financial Assistance
This agreement is subject to a financial assistance contract between the Montana Department of Transportation, the U. S. Department of Transportation, and the Federal Highway Administration.

SECTION 3.3 Hold Harmless and Indemnification. The CITY shall protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, suits, liabilities, demands, causes of action, penalties, fines, and judgments (including the cost of defense and reasonable attorney fees) on account of personal or bodily injury, death, or damage to property, arising out of, resulting from, or related to the actions or omissions of the CITY, its agents, employees, representatives, assigns, volunteers, contractors, or sub-contractors, under this Agreement, except for the negligence of MDT.

SECTION 3.4 Insurance and Self-Funded Plans.

3.4.1 General Requirements. Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance, a self-funded plan, or risk-pooling agreement covering claims for personal or bodily injury, death, or damage to property that may arise from or in connection with the performance of duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This coverage shall cover such claims as may be caused by any negligent act or omission.

3.4.2 General Liability. The CITY shall purchase and maintain coverage with single and combined single limits for bodily injury, personal injury, and property damage at or exceeding the requirements of Mont. Code Ann. § 2-9-108 to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided under this Agreement or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Montana Code Annotated Title 2, Chapter 9.

3.4.3 General Provisions. All coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. The CITY must notify MDT immediately of any material change in coverage, such as changes in limits, coverage, change in status of policy, etc. MDT reserves the right to request complete copies of the CITY's insurance policy or self-insured memorandum of coverage at any time.

3.4.4 Workers' Compensation Insurance. The CITY must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers' compensation coverage while performing work under this Agreement in accordance with Montana Code Annotated §§ 39-71-401 and 39-71-405. Proof of compliance must be in the form of worker's compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the CITY nor its contractors, subcontractors, and employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

SECTION 3.5 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.

SECTION 3.6 Non-discrimination. During the performance of any work arising out of this Agreement, the CITY, for itself and its contractors, subcontractors, assignees, and successors shall comply with all applicable non-discrimination regulations set forth in Attachment "B" hereto and made part of this Agreement.

SECTION 3.7 Settlement of Third-Party Agreement Disputes or Breaches. The term "third-party contract," as used in this Agreement, is defined as an agreement between the CITY and its subcontractor in which the CITY has procured a good and/or service commercially from the subcontractor. The FHWA has a vested interest in the settlement of disputes, defaults, or breaches involving any federally assisted third party contracts. The FHWA retains the right to a proportionate share, based on the percentage of the FHWA share committed to the Project, of any proceeds derived from any third-party recovery. Therefore, the CITY shall avail itself of all legal rights available under any third-party contract. The CITY shall notify MDT of any current or prospective litigation or major disputed claim pertaining to any third-party contract. FHWA reserves the right to concur in any compromise or settlement of the CITY's claim(s) involving any third-party contract, before making Federal assistance available to support that settlement. If the third-party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the Project account involved unless FHWA permits otherwise.

SECTION 3.8 Notice. All notices arising from the provisions of this Agreement shall be in writing and given to the parties at the addresses listed above, either by regular mail or delivery in person.

SECTION 3.9 Agency Assistance. No assistance, other than provided for by this Agreement, will be required, but may be provided at the discretion of MDT.

SECTION 3.10 Severability and Integration. If any part, or parts, of this Agreement are determined to be void, the remaining parts will remain valid and operative. This document, together with its schedules, attachments, and exhibits, represents the complete and entire understanding of the parties on its subject matter. No provision, express or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication, shall be a provision of this Agreement unless it is reduced to writing, signed by the parties, and attached to this document.

SECTION 3.11 Prohibited Interest. No employee, officer, board member or agent of the CITY shall participate in the selection, award, or administration of an agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(1) The employee, officer, board member or agent;
(2) Any member of his or her immediate family;
(3) His or her partner; or
(4) An organization which employs or is about to employ any of the above

has a financial or other interest in the firm selected for award. The CITY's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of any sub-agreement.

SECTION 3.12 Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

SECTION 3.13 Waivers. A party's failure to enforce any provision of this Agreement shall not be construed as a waiver excusing the other party's future performance.

SECTION 3.14 Ineligible Bidders. Bidders or suppliers whose names appear on the U. S. Comptroller General's List of Ineligible Contractors are not eligible for award of, or participation in, any contract that may be awarded as a result of this Agreement. Submission of a bid by any bidder constitutes certification that he or any subcontractor or suppliers to him, on this proposed Agreement, if one is awarded, are not on the Comptroller General's List of Ineligible Contractors. A subsequent determination by FHWA that a bidder knowingly made any misstatement of facts in this regard will be cause for immediate disqualification, suspension, or termination of the agreement for cause.

SECTION 3.15 Prohibition Against Use of Federal Funds for Lobbying. The CITY or its subcontractor(s) shall not use Federal assistance funds for publicity or propaganda purposes designed to support or defeat legislation or appropriations pending before Congress or a state legislature.

SECTION 3.16 Employee Political Activity. The provisions of the Hatch Act, 5 U.S.C. §§ 1501-1508 and 7321-7326, and implementing regulations set forth in 5 C.F.R. Chapter I, Subchapter B, Part 151 are applicable to State and local agencies and their officers and employees to the extent covered by the statute and regulations. The Hatch Act restricts the political activity of an individual principally employed by a State or local executive agency in connection with a program financed in whole or in part by Federal loans, grants, or cooperative agreement.

SECTION 3.17 False or Fraudulent Statements or Claims. The CITY acknowledges that, should it make a false, fictitious, or fraudulent claim, statement, submission, or certification to MDT or the federal government in connection with this Agreement, MDT reserves the right to pursue the procedures and penalties of 18 U.S.C. § 1001, 31 U.S.C. §§ 3801, et seq., and/or Title 49 U.S.C.,, as may be deemed by MDT to be appropriate.

SECTION 3.18 Debarment and Suspension. The CITY shall obtain from its third-party contractor(s) the certifications required by 49 C.F.R. Part 29 and shall otherwise comply with the requirements of those regulations.

SECTION 3.19 No MDT Obligations to Third Parties. MDT shall not be subject to any obligations or liabilities to any third party in connection with the performance of this Project without the specific written consent of MDT and FHWA. Neither the concurrence in nor the approval of the award of this Agreement or any subcontract, or the solicitation thereof, nor any other act performed by MDT under this Agreement shall constitute such consent.

SECTION 3.20 Federal Changes. The CITY shall at all times comply with all applicable FHWA regulations, policies, procedures, and directives.

SECTION 3.21 Authority. The CITY warrants that it has the lawful authority to enter this Agreement and that the undersigned signatory for the CITY has been lawfully delegated the authority to sign this Agreement on behalf of the CITY.

SECTION 3.22 Compliance with Laws. Some of the clauses contained in this Agreement are not governed solely by Federal law but are significantly affected by State law. The laws and regulations cited in this Agreement are not all inclusive of those which may apply to the successful completion of this Agreement. The CITY understands that it is its responsibility to learn what federal, state and local laws and regulations will apply to its operation under this Agreement, and that the CITY is solely responsible for compliance with them.

SECTION 3.23 Audit Requirement. The CITY grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents the CITY maintains in connection with this Agreement.

SECTION 3.24 Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, MDT's authorized representative has hereunto signed on behalf of the State of Montana, and the CITY's authorized representative on behalf of the CITY, has signed and affixed hereto the seal of the CITY.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____ _____
Montana Department of Transportation Date

_____
Approved for Legal Content

_____
Approved for Civil Rights

CITY OF BOZEMAN

_____
Chuck Winn
City Manager

Attest:

_____
Mike Maas
City Clerk

Approved for Legal Content:

_____
Greg Sullivan
City Attorney

ATTACHMENT A:
APPLICATION

ATTACHMENT B:
MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

GALLATIN VALLEY MPO

GALLATIN VALLEY METROPOLITAN PLANNING ORGANIZATION

TRANSPORTATION ALTERNATIVES (TA) PROGRAM

APPLICATION

Fill in all of the following sections and do not leave any blank.

Select one of the following: ☑ Local project administration
☐ Request MDT administration (not guaranteed)
Entities administering an urban area or with prior experience managing Federal-Aid projects must locally administer the project. Sponsors without prior experience managing Federal-Aid projects or no internal engineering staff may request project administration from MDT.

1. Project Name: Bozeman Safe Routes to School

2. Project Sponsor: City of Bozeman

3. Project Sponsor Contact Information:

Name: Nicholas Ross Title: Director of Transportation and Engineering

Address: PO Box 1230 City: Bozeman

State: MT Zip Code: 59771 Email: nross@bozeman.net Phone: 406-582-2280

4. Cost Table:

	Total Cost	TA Federal Share (100% or 86.58%)	Match (N/A or 13.42%)	Additional Contributions
Preliminary Engineering (PE)	0	0	0	0
Construction (CN)	$63,070.00	$54,606.01	$8,463.99	0
Construction Engineering (CE)	0	0	0	0
Right-of-Way (RW)	0	0	0	0
Incidental Construction (IC)	0	0	0	0
Subtotal	$63,070.00	$54,606.01	$8,463.99	0
IDC (10.71% SFY25)	$6,754.80	$5,848.30	$906.49	0
Grand Total	$69,824.80	$60,454.31	$9,370.49	0

Match Type: Local Match

State Match:	0
Local Match:	$9,370.49
Additional Contribution:	0
Estimated Project Sponsor Cost:	$9,370.49

5. Project Description: (10 points)

With rapid growth and the urbanization of Bozeman, there is a need to provide options that allow and empower all families and children, including those with mobility limitations, to get to school safely. Multiple factors are contributing to a causal loop that reinforces increased traffic and congestion near schools, while decreasing safety and limiting active modes of transportation. The results of a survey conducted in March of 2025 among Bozeman School District 7 (BSD7) parents (n=253) demonstrate that the safety of intersections (75%), the speed of traffic (58%), and the volume of traffic (67%) are the main concerns that influence parents' decision to not allow their children to walk or bike to school. This feedback loop leads to more parents driving their children to school and ultimately adding to more automobile traffic near schools. Safe Routes to School (SRTS) programming can help break this causal loop by educating youth on safe walking, bicycling, encouraging carpooling and the use of the school bus, while engaging families in creative solutions to create a safe transportation system that benefits all Bozeman residents.

(Project Description - Continued on page 2 of attached application)

6. Will the project be fully ADA compliant?

- (●) Yes
- ( ) No (explain below)

Explanation of technical infeasibility if not fully ADA complant:

This project improves public safety and addresses human behavior concerns by providing education and skill building for area youth, regardless of mobility status, while providing community-wide safety education for all transportation system users.
(ADA Compliance - continued on page 8 of attached application)

7. Describe the operation and maintenance plan for the facility:

The Bozeman Safe Routes to School Project, a partnership among the City of Bozeman, Bozeman School District, Western Transportation Institute (WTI), and other community partners, will be directed by The City of Bozeman's Transportation Demand Management Coordinator with technical assistance from Western Transportation Institute at Montana State University. The City of Bozeman will contract the Safe Routes to School Program Manager with WTI and School Coordinators with BSD7. Figure 4 depicts the logic model for this Project with resources needed, activities to be implemented, and expected short- and long-term outcomes due to implementation.

(Operation and Maintenance Plan - continued on page 9 of attached application)

8. Describe the project benefits: (45 points)

According to the Social Ecological Model of human behavior (previously explained in the Project Description) individual, interpersonal, organizational, environmental, and policy factors interact to impact human decision making, behavior, and safety outcomes across the community. Complementary to infrastructure projects historically funded through Montana's Transportation Alternatives Program, the Bozeman Safe Routes to School Project addresses the social environment (organizational and interpersonal supports, and individual knowledge and skills of community members) to influence behavior, culture, and transportation safety outcomes within our community. This project will support the Safe System Approach by expanding the impact of Transportation Alternatives Funding beyond Safer Roadway infrastructure by also impacting Safer People and Safer Speeds through development of individual knowledge and skill building, interpersonal coordination, organizational capacity, and community norms.

(Project Benefits - continued on page 13 of attached application)

9. Describe an analysis of the risks: (45 points).

The Bozeman Safe Routes to School Project will utilize local project administration – MDT Administration is not necessary.

(Risk Analysis - Continued on page 15 of attached application)

Other attached documents, as appendices:
Appendix 1 - Parent Perception Survey Highlighted Results
Appendix 2 - Western Transportation Institute Letter of Support
Appendix 3 - School District 7 Letter of Support

TRANSPORTATION ALTERNATIVES (TA) PROGRAM APPLICATION

Safe Routes to School Project Description

City of Bozeman
April 9, 2025

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Project Description:

With rapid growth and the urbanization of Bozeman, there is a need to provide options that allow and empower all families and children, including those with mobility limitations, to get to school safely. Multiple factors are contributing to a causal loop that reinforces increased traffic and congestion near schools, while decreasing safety and limiting active modes of transportation. The results of a survey conducted in March of 2025 among Bozeman School District 7 (BSD7) parents (n=253) demonstrate that the safety of intersections (75%), the speed of traffic (58%), and the volume of traffic (67%) are the main concerns that influence parents' decision to not allow their children to walk or bike to school. This feedback loop leads to more parents driving their children to school and ultimately adding to more automobile traffic near schools. Safe Routes to School (SRTS) programming can help break this causal loop by educating youth on safe walking, bicycling, encouraging carpooling and the use of the school bus, while engaging families in creative solutions to create a safe transportation system that benefits all Bozeman residents.

What is proposed:

The Bozeman Safe Routes to School Project, is a partnership among the City of Bozeman, Bozeman School District, Western Transportation Institute (WTI), and other community partners. Sponsored by the City of Bozeman, the Project will be a coordinated approach implemented across the community and within public and private school districts in the Bozeman Urbanized Area. The Project will increase community capacity to address the behavioral and cultural components of a comprehensive transportation safety strategy and increase efficacy of mode choice among community members, especially youth.

Under 23 U.S.C. 213(b) eligible activities under the Transportation Alternatives program include: **Safe Routes to School programs and non-infrastructure-related activities** to encourage walking and bicycling to school such as public awareness campaigns, education and enforcement, student sessions on bicycle and pedestrian safety, health, and the environment. Allowable activities also include funding for safe routes to school coordinators, program managers, and training volunteers.

We are asking for Transportation Alternatives funding to support Safe Routes to Schools programming in the Bozeman Urbanized area in the following ways:

1) **Safe Routes to School encouragement and skill building activities:** This component of the SRTS project includes supplies for BSD7 elementary schools to implement at least 48 encouragement and skill building activities across FY 26 and FY 27. Walk/Bike to School Day events, Bicycle Rodeos, Walking School Busses, and Bike Trains are examples of experiential skill building education that encourage active modes of transportation.
2) **Shared Commute Technology:** This technology supports parents' efforts to reduce school-related automobile trips by assisting in coordination of shared transportation options such as neighborhood carpooling groups, walking and bicycling groups, and extracurricular activity carpooling.
3) **Pedestrian and traffic safety education campaign:** This activity includes the development and placement of a local public education campaign to address transportation safety knowledge, attitudes, and beliefs of all roadway users in the Bozeman Urbanized Area. This public education

includes paid and earned media including school newsletter articles, social media posts, in-person and online presentations, in classroom education, etc.

4) **Coalition Meeting(s):** This activity will build capacity, partnerships, and collaboration among Safe Routes to School stakeholders and stakeholder groups in the Bozeman Urbanized Area. We are requesting funding to host two half-day meetings where School Coordinators, volunteers, and other mobility stakeholders will share resources, education, and training. This will be an opportunity for community partners to strategize efforts to meet shared goals while avoiding duplication.
5) **Safe Routes Program Manager:** The program manager will provide technical assistance and training to community stakeholders such as school district staff, school coordinators, and volunteers. Technical assistance will aid in the implementation and evaluation of context sensitive SRTS strategies within at least eight elementary schools. The program manager will allow for consistent and uniform implementation of Project activities across the Bozeman Urbanized Area.
6) **School Coordinator/Volunteer Incentives:** School coordinators and volunteers will work closely with the program manager to identify and implement SRTS education and engagement in their representative school. School coordinator stipends and volunteer incentives will ensure saturation of Project activities within each of the eight BSD7 elementary school communities. School Coordinators will identify opportunities for bicycle and pedestrian safety education, organize volunteers for encouragement and engagement events, encourage parent adoption of commute share technology, and ensure effective placement of safety campaign materials across their school community.

Measurable performance management goals and objectives for the Project are detailed in the Operation and Maintenance Plan section of this request for funding.

Consistency with transportation strategy:

The Bozeman Safe Routes to School Project supports the Safe Systems Approach and is consistent with many local planning documents, especially the City of Bozeman's "SAFE" (Streets are for Everyone) Plan (Figure 1), the 2017 Bozeman Transportation Master Plan, and the 2024-2026 City Commission Priorities.



Figure 1: The four P's of the City of Bozeman's SAFE Plan

The Safe Systems Approach

The Safe Systems Approach (Figure 2) identifies five objectives: Safer people, roads, vehicles, speeds, and post-crash care. This project will complement engineering projects by addressing the "Safer People" and "Safer Speeds" objective of the Safe Systems Approach. The Project's cultural and behavioral interventions reinforce the comprehensive safety strategy principal that "responsibility is shared" among individual roadway users, engineers, government agencies, and community organizations.



Figure 2: The Safe Systems Approach principles and objectives

Bozeman Safe Routes to School Project will directly impact the Safer People objective of the Safe Systems Approach by encouraging safe transportation among all people using the system, especially children and parents. The National Roadway Safety Strategy identifies that all tools, including education and outreach, are needed in addition to engineering solutions to address behavioral safety issues. Safe Systems Approach objectives impact outcomes and decisions across categories, therefore, the Bozeman Safe Routes to School Project is expected to also indirectly address safer vehicles through mode choice, safer speeds through community changes in knowledge attitudes and beliefs, and safer roads by engaging community in identifying needs and developing solutions. A comprehensive approach to influencing human behavior is necessary.

Behavior Change Theory

The Safe Systems Approach calls for a paradigm shift in transportation safety which requires transportation professionals to understand their roles as public health professionals and incorporate public health principles into their thinking and practice. Transportation safety, a public health issue, is impacted by public policy, the built environment, organizational structures, social influences, community culture, values and norms, and individual knowledge, attitudes, and skills. The Social Ecological Model, a behavior change model, explains factors affecting behaviors such as speeding, wearing seatbelts, or transportation mode choice. The Social Ecological Model (Figure 3) also provides guidance for developing successful behavior change interventions and highlights the multiple levels of influence and the fact that behaviors both shape and are shaped by the social environment (Birtwistle et.al, 2018).

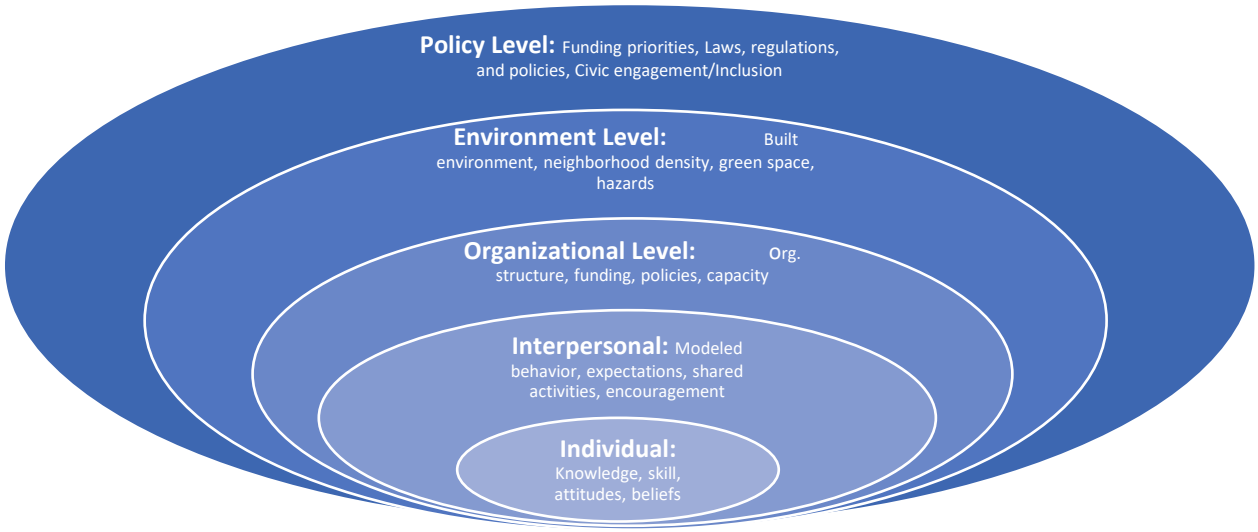


Figure 3: A visual representation of the Socio-Ecological Model, including examples for each level. The model suggests behavior is determined by an ongoing interaction between components at each level.

The Safe System Pyramid

The Safe Systems Pyramid (Figure 4) provides a framework for transportation safety professionals to utilize when choosing effective interventions while also considering individual autonomy. The pyramid identifies levels of intervention specific to transportation that influence population health impact, including Socioeconomic Factors, Built Environment, Latent Safety Measures, Active Measures, and Education. Interventions at each level support safety, while education, the top level of the pyramid, is necessary to create impact across all levels of the Social Ecology.

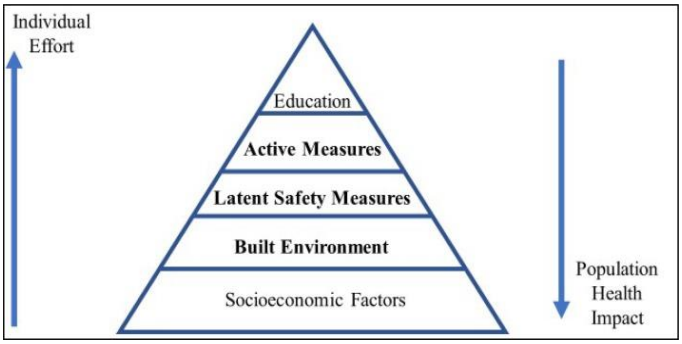


Figure 4: The Safe Systems Pyramid, an intervention ladder.

Educational interventions, like the Bozeman Safe Routes to School Project, contribute to transportation safety programs by raising awareness, promoting safety as a cultural value, helping people navigate the school bus or active transportation system, or trying walking and cycling as a means of teaching the rules of the road. “Education and Encouragement” measures are important for compliance with “Active Measures” that require individual knowledge, attitudes, and beliefs (i.e.: observing school zone speed limits or wearing helmets correctly). Education is also necessary to support adoption “Latent Safety Measures” or acceptance of “Built Environment” changes.

Consistency with local plans:

The Bozeman Safe Routes to School Project goals directly align with the City of Bozeman 2024-2026 Commission Priorities, Transportation SAFE Plan, and 2017 Bozeman Transportation Master Plan. Additionally, the Project aligns with Gallatin County's Triangle Community Plan, Triangle Trails Plan, Greater Triangle Area Transportation Plan, and the State of Montana's TransPlan MT 2017.

- The 2024 Bozeman City Commission prioritized "Ramp up the SAFE Plan and become a Gold level Bike Friendly Community" by continuing to improve bike safety throughout the community and establishing a community-wide education program for bike and pedestrian safety.
- The City of Bozeman Transportation SAFE Plan prioritizes public education about safe operating procedures between bicyclists, pedestrians, and vehicles.
- The 2017 Bozeman Transportation Master Plan calls for a "transportation system that allows citizens to choose what mode of travel they desire… while promoting an active lifestyle by choice for its citizens." The Plan also calls for implementation of safety initiatives and educational programs for all modes of transportation.
- Gallatin County's Triangle Community Plan highlights the challenges of rapid growth and identifies that serving students requires safe routes to school in addition to complete streets and infrastructure investments. The plan also highlights that school coordination with local government is needed to mitigate issues related to safety and connectivity.
- Gallatin County's Triangle Trails Plan (TTP) recognizes the need for coordinated efforts between Bozeman, Belgrade, and Gallatin County to connect residents to schools and other important destinations.
- Gallatin County's Greater Triangle Area Transportation Plan (GTAP) states that as the triangle area population grows, there will be an increased demand for services to accommodate bicyclists and pedestrians, and in addition to infrastructure improvements, education and enforcement are effective strategies to increase bicycle and pedestrian safety and reduce motor vehicle speeds.
- TransPlanMT 2017 top goal is to improve safety for all transportation users to achieve Vision Zero: zero fatalities and zero serious injuries. One of the strategies to achieve this goal includes leveraging relationships with education partners to foster a culture of safety on Montana Roadways. The Project directly addresses this strategy by assisting the City of Bozeman, Bozeman School District, and other community education partners to meet this safety goal.

Why is funding needed:

Historically, school districts in Bozeman provided Safe Routes to School traffic safety education and encouragement activities funded through the Federal Safe Routes to School Program. In 2014, the Federal Safe Routes to School Program was combined with other walking and bicycling programs into the Transportation Alternatives Program. Since that time, Transportation Alternative Program funding administered by the Montana Department of Transportation has prioritized infrastructure projects, leaving Safe Routes to School activities in Bozeman, MT unfunded, resulting in pedestrian and traffic safety education activities largely disappearing from Bozeman schools. The few SRTS activities that remain are not uniformly distributed throughout the community. The recent formation of the Gallatin Valley Metropolitan Planning Organization creates an opportunity for local government control over Transportation Alternatives Program funding and meeting local transportation priorities. This provides

Bozeman with the ability to implement a more comprehensive approach to meeting the objectives of the Safe System Approach as well as interventions that influence behavior and culture at the individual, interpersonal, and organizational levels of the social ecology.

ADA Compliance

This project improves public safety and addresses human behavior concerns by providing education and skill building for area youth, regardless of mobility status, while providing community-wide safety education for all transportation system users. Walking and bicycling can enable long-term levels of independence for individuals with mobility limitations. Many community members desire a wider array of mobility options. Providing early pedestrian and bicycle education around transportation is crucial for connecting all people, regardless of mobility limitations, to community destinations and enabling personal independence across the lifespan. The Project will provide opportunities for students and families to participate in Safe Routes to School education and encouragement activities by ensuring activities are physically adaptive and inclusive to people of all abilities.

After this project is completed, all young people participating in project activities will be more equipped with knowledge and skills to safely walk or bike to school.

Operation and Maintenance Plan

The Bozeman Safe Routes to School Project, a partnership among the City of Bozeman, Bozeman School District, Western Transportation Institute (WTI), and other community partners, will be directed by The City of Bozeman's Transportation Demand Management Coordinator with technical assistance from Western Transportation Institute at Montana State University. The City of Bozeman will contract the Safe Routes to School Program Manager with WTI and School Coordinators with BSD7. Figure 4 depicts the logic model for this Project with resources needed, activities to be implemented, and expected short- and long-term outcomes due to implementation. The City of Bozeman will ensure the following goals and objectives are met through this funding:

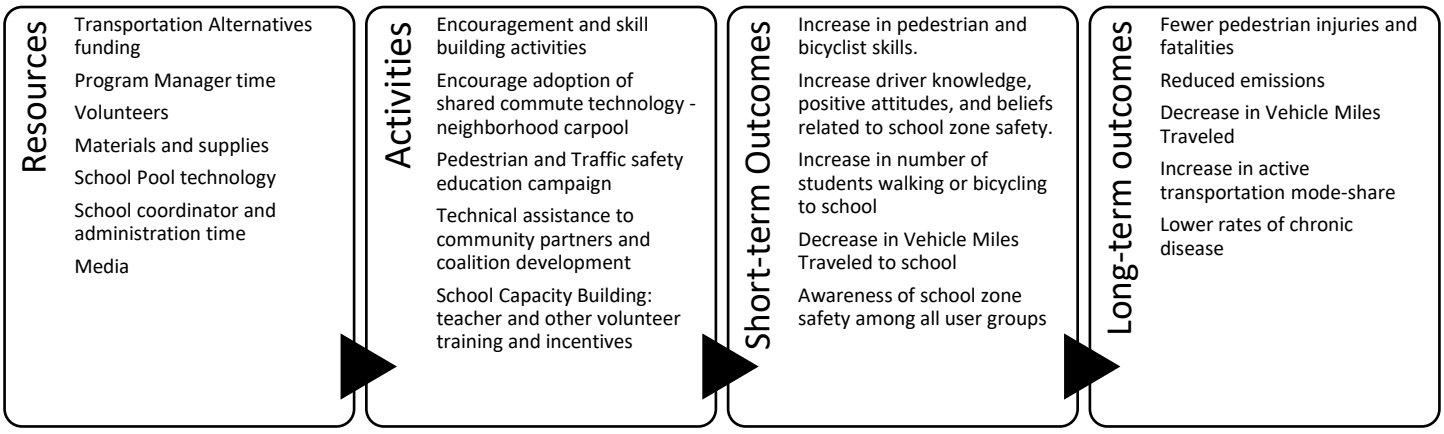


Figure 5: The logic model for the proposed SRTS program outlines the resources and inputs needed to implement proposed activities, resulting in short and long-term outcomes.

Goal 1: Implement Safe Routes to School encouragement and skill building activities.

Encouragement events help inspire students and parents to try walking or biking to school, and they can help make active transportation part of the culture of the school community

Goal 1, Objective 1: The project team will work with the Bozeman community to implement at least 48 Safe Routes to School encouragement and skill building activities across FY 26 and FY 27.

1.1.1 With assistance from the Program Manager, elementary school coordinators will host two Walk/Bike to school Day events for families in each of the eight BSD7 elementary schools across FY 26 and FY 27.

1.1.2 With assistance from the Program Manager, elementary school coordinators will host two Bicycle Rodeos or bicycle skill building events for students at each of the eight BSD7 elementary schools across FY 26 and FY 27.

1.1.3 With the assistance from the Program Manager, elementary school coordinators will host two multi-day Bicycle Trains or Walking School Busses at each of the eight BSD7 elementary schools.

Goal 2: Encourage adoption of shared Commute Technology:

School Pool technology supports parents' efforts to reduce school related automobile trips by assisting in coordination of shared transportation options such as neighborhood carpooling groups, walking and bicycling groups, and extracurricular activity carpooling.

Goal 2, Objective 1: School Coordinators will work with the Program Manager to develop and place promotional materials for the School Pool technology in appropriate school communication channels.

2.1.1 School Coordinators will develop or work with Project Manager to adapt at least one school newsletter "blurb" and one "how to" video to create awareness of School Pool Technology.

2.1.2 School Coordinators for each of the eight elementary schools will work with their school's Principal to place newsletter blurbs and "how to" videos in at least six parent-teacher communications and one school wide newsletter in the months of September and October of each year.

Goal 2, Objective 2: School Coordinators will work with parents of each elementary school to adopt use of technology and carpooling practices.

2.2.1: School Coordinators for each of the eight elementary schools will supply all parents with a secure link to sign up for School Pool.

2.2.2: School Coordinators will work with parents to ensure barriers to use of School Pool technology is addressed by connecting those parents' requesting assistance to the Program Manager.

Goal 3: Develop and disseminate a public pedestrian and traffic safety education campaign:

This activity includes the development and placement of a local public education campaign to address transportation safety knowledge, attitudes, and beliefs of all roadway users in the Bozeman Urbanized Area.

Goal 3, Objective 1: This public education includes paid and earned media including school newsletter articles, social media posts, in-person and online presentations, in classroom education, etc.

3.1.1 Across each school year, school coordinators will work with BSD7's eight school Principals to ensure a minimum of four pieces of roadway safety education media are included in the respective school's communications to parents annually.

3.1.2 The City of Bozeman will place a minimum of eight Safe Routes to School educational media pieces across social media networks and/or other public media channels in FY26 and FY27.

Goal 4: Provide technical assistance and training to community partners - Safe Routes Program Manager:

The Safe Routes to School Program Manager will allow for successful, consistent, and equitable implementation of Project activities across the Bozeman Urbanized Area by providing technical assistance and training and coordination with the project team.

Goal 4, Objective 1: The Program Manager will coordinate two annual meetings with City of Bozeman staff, BSD7 school administration, and eight school coordinators to orient them to the Safe Routes to School program, their roles, and shared goals.

4.1.1 Program Manager will provide annual education on Safe Routes to School history, benefits, and coordinated approach.

4.1.2 Program Manager will aid with coordination and task reporting to ensure the City of Bozeman and BSD7 Administration enter into a MOU to provide annual School Coordinator Stipend Payments.

Goal 4, Objective 2: The Program Manager will provide at least one annual training and technical assistance (as needed) to community stakeholders, school coordinators, and other volunteers to aid in the implementation and evaluation of context sensitive SRTS strategies across the Bozeman Urbanized Area.

4.2.1: The Program Manager will distribute and present Parent Perception Survey Results at least one time annually.

4.2.2: The program Manager will assist school coordinators in identifying individual school needs and developing solutions based on administration, staff, parent, and student feedback and/or data.

Goal 5: Ensure equitable distribution of youth Safe Routes to School education and encouragement by building school and community capacity:

Goal 5, Objective 1: The City of Bozeman and BSD7 will enter an MOU to provide paid opportunities for school staff or volunteers to coordinate SRTS activities across eight elementary schools within the Bozeman Urbanized Area.

5.1.1 School Coordinators (eight) will serve as a liaison between the City of Bozeman, Western Transportation Institute, and BSD7 school communities.

5.1.2 School coordinators (eight) will work closely with the Program Manager to implement Goals 1 and 2 of this workplan on an annual basis:

A: Coordinate and implement at least three Engagement/Encouragement Activities per school year:

B: Encourage parent adoption of shared commute technology.

Goal 5, Objective 2: Develop and coordinate Safe Routes to School/Mobility Coalition to provide opportunities for community partners to strategize efforts to meet shared goals while avoiding duplication.

5.2.1: The City of Bozeman will host (two) half-day meetings where School Coordinators, volunteers, and other mobility stakeholders will share resources, education, and training.

Project Benefits

According to the Social Ecological Model of human behavior (previously explained in Appendix 1: Project Description) individual, interpersonal, organizational, environmental, and policy factors interact to impact human decision making, behavior, and safety outcomes across the community. Complementary to infrastructure projects historically funded through Montana's Transportation Alternatives Program, the Bozeman Safe Routes to School Project addresses the social environment (organizational and interpersonal supports, and individual knowledge and skills of community members) to influence behavior, culture, and transportation safety outcomes within our community. This project will support the Safe System Approach by expanding the impact of Transportation Alternatives Funding beyond Safer Roadway infrastructure by also impacting Safer People and Safer Speeds through development of individual knowledge and skill building, interpersonal coordination, organizational capacity, and community norms.

Bozeman Safe Routes to School Project will directly impact the Safer People objective of the Safe Systems approach by encouraging safe transportation among all people using the system, especially children and parents. The National Roadway Safety Strategy identifies that all tools including education and outreach are needed in addition to engineering solutions to address behavioral safety issues. Safe Systems Approach objectives impact outcomes and decisions across categories, therefore, the Bozeman Safe Routes to School Project is expected to also indirectly address safer vehicles through mode choice, safer speeds through community changes in knowledge attitudes and beliefs, and safer roads by engaging community in identifying needs and developing solutions. A comprehensive approach to influencing human behavior is necessary.

There is a need for pedestrian and traffic safety education and programming for communities to achieve Vision Zero. According to the Montana Department of Transportation website, "Motorists, bicyclists, and pedestrians are all responsible for safety on Montana's roadways". This project will encourage safe and responsible behavior by all people who use the roads, regardless of mode, beginning at a young age. The project will impact individual knowledge, behaviors, and community norms while encouraging collaboration between parents, schools, and local governments to identify transportation programming and infrastructure improvements that mitigate human mistakes, encourage safer behavior, and facilitate safe travel by our most vulnerable users.

Since Safe Routes to School non-infrastructure funding was integrated into the Transportation Alternatives Program in 2014, Safe Routes to School education and programming has largely been unfunded in the Bozeman Urbanized Area. Without funding and coordination, Schools across Bozeman have struggled to equitably implement Safe Routes to School education and programming, creating gaps in knowledge and skills needed to travel safely in and around school zones. Transportation Alternatives funding for the Bozeman Safe Routes to School Project will ensure education and programming necessary for a comprehensive approach to safety is equitably implemented throughout the community.

As noted previously, the Bozeman Safe Routes to School Project is consistent with Gallatin County's Triangle Community Plan, Triangle Trails Plan, and The Greater Triangle Area Transportation Plan. The program goals directly align with the City of Bozeman's Community Transportation SAFE Plan and Transportation Master Plan. Gallatin County's Triangle Community Plan highlights the challenges of rapid growth and identifies that serving students requires safe routes to school in addition to complete streets and infrastructure investments. The plan also highlights that school coordination with local

government is needed to mitigate issues related to safety and connectivity. The Bozeman Safe Routes to School Program, as outlined above, will address the above planning objectives while resulting in long-term outcomes of fewer roadway injuries and fatalities, reduced emissions, decreases in vehicle miles traveled, increases in active transportation mode share, and ultimately a healthier community with lower rates of chronic disease.

Risk Analysis

Administration:

The Bozeman Safe Routes to School Project will utilize local project administration – MDT Administration is not necessary.

Budget Description:

Because we are requesting funding for a non-infrastructure project, line items do not directly match the category headings used within the table. A description of costs is included below:

Preliminary Engineering (Contracted Personnel):

This budget line item reflects the funds that will be used to pay for eight School Coordinators (or to provide incentives to school volunteers) and part of the Program Manager's salary for FY26 and FY27. The total is equal to $2400 annually for school coordinator stipends or volunteer incentives at each of the eight elementary schools times for FY26 and FY27. The City of Bozeman will contract with the Western Transportation Institute to provide technical assistance and serve as the Program Manager. Total funds provided to WTI equal $8,470 across the project timeframe. Total contracted personnel costs equal $46,870 including the local match.

Construction (Equipment and Supplies):

This budget line reflects the funds that will be used to pay for materials and supplies needed to implement SRTS programming throughout the Bozeman Urbanized Area. These materials include $3,700 for demonstration project supplies such as paint, bollards, and planters to conduct temporary traffic calming for events or school pick-up and drop-off. The School Pool subscription (commute share technology) through Ride Amigos has a fee estimated at $2,300 per year, totaling $4,600. Safety gear such as bike lights, and other high visibility clothing will be utilized as incentives for encouragement and engagement activities. We estimate the cost for these safety incentives at $3,700. Consumable materials such as chalk, cups, napkins, plates, and printing of advertisement materials is estimated at $800 for these engagement events. Coalition meeting materials and snacks are estimated at 20 participants at $10 per person totaling $400. And finally, paid media placement including paid social media at $1,500 per year or $3,000 of advertising over the course of FY26 and FY27. Total equipment and supply costs equal $16,200 including the local match.

The Bozeman Safe Routes to School Project totals $69,824.80 including the 10.71% of funds for MDT IDC. The federal share of TA funds requested by the City of Bozeman is $60,454.31 and the local match that the City will bring to the project equals $9,370.49

Matching Funds: Funds to meet the local match are in-hand and committed to paying costs associated with technical assistance from Western Transportation Institute serving as the Program Manager for the Project.

Project Maintenance:

The City of Bozeman will work closely with the Program Manager (WTI) and Program Coordinators to assist with planning and execution of program activities. The City of Bozeman will act as fiscal manager of TA funding and will contract with Western Transportation Institute and BSD7 to meet goals and

objectives outlined in the Operation and Maintenance Plan. Bozeman School District Administration will select qualified staff members to serve as School Coordinators and will ensure stipends are distributed accordingly. The Program Manager (WTI) will work closely with BSD7 Administration and selected School Coordinators to ensure performance management goals and objectives are accomplished.

Public Involvement:

The Project aligns with Bozeman City Commission priorities, the Bozeman Community Transportation SAFE Plan, and the 2017 Bozeman Transportation Master Plan. Transportation Master Plan formation included extensive public engagement such as public information meetings, oversight from the Bozeman Area Transportation Coordinating Committee, and technical working group. Additionally, the public was engaged through public outreach and stakeholder involvement. Informed by these planning documents, The Bozeman City Commission officially adopted 2024-2026 Commission Priorities including the following goal: "Ramp up the SAFE Plan and become a Gold level Bike Friendly Community" by continuing to improve bike safety throughout the community and establishing a community-wide education program for bike and pedestrian safety. The Commission Priorities were adopted at a public meeting with the opportunity for public input.

Other Risks:

The purpose of this project is to protect the safety of children within the community while they travel to school. Organization of formal walk/bike activities will assist community leaders in identifying possible dangers to children as they travel to and from school and institute reasonable precautions to protect against these dangers. The activities proposed increase knowledge of safety issues among youth and community members, provide opportunities for children to practice knowledge and safety skills in safe and controlled environments, and advance the practice of those skills through adult supervised walk and bike activities in the community.

Precautions will be taken to avoid or eliminate hazards that could occur in the process of implementing project activities. Below is a list of actions that will be taken to mitigate risks of the Bozeman Safe Routes to School Project:

- Bicycle Rodeos and other skill practice events will be implemented in controlled and safe environments void of motor vehicle traffic (playground or gated parking lot).
- Walk audits will be performed before Walking School Bus route implementation. Physical hazards along potential routes will be identified so they can be addressed or avoided. These walk audits will also allow for an opportunity for City officials to identify potential infrastructure changes needed to increase safety near area schools.
- Law enforcement will be engaged during Walk/Bike to School Day events to ensure driver compliance with traffic laws.
- Safety vests, high-visibility equipment, and first aid kits will be utilized by adult leaders at all activities implemented outside the classroom.

Area safety education campaigns will increase awareness of roadway and school zone safety issues so that all road users understand how to interact with each other, especially within proximity of schools. By reducing the number of cars near schools, and making sure they drive at slower speeds, SRTS programs make areas near schools safer for children.

The programs will educate children and build skills about traffic safety, and SRTS infrastructure upgrades help eliminate hazards for bicyclists and pedestrians. As a result, SRTS programming decreases the likelihood of an injury occurring in the first place.

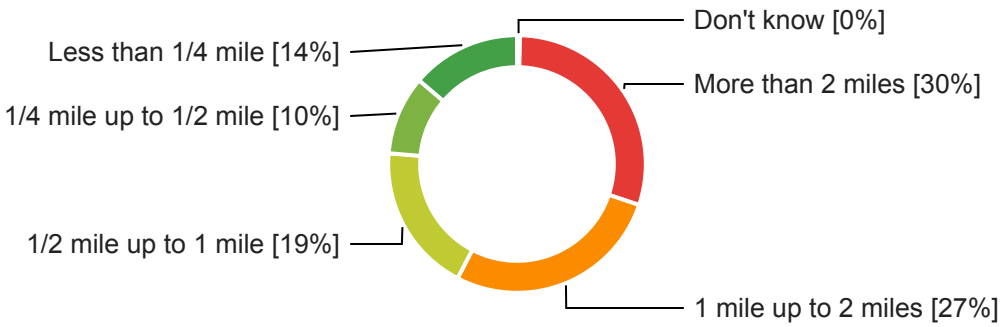
Appendix 1: Parent Perception Survey Highlighted Results

2025 Safe Routes to School - Parent Perception Survey

Highlighted Results (n=295)

Q5 - How far does your child live from school?

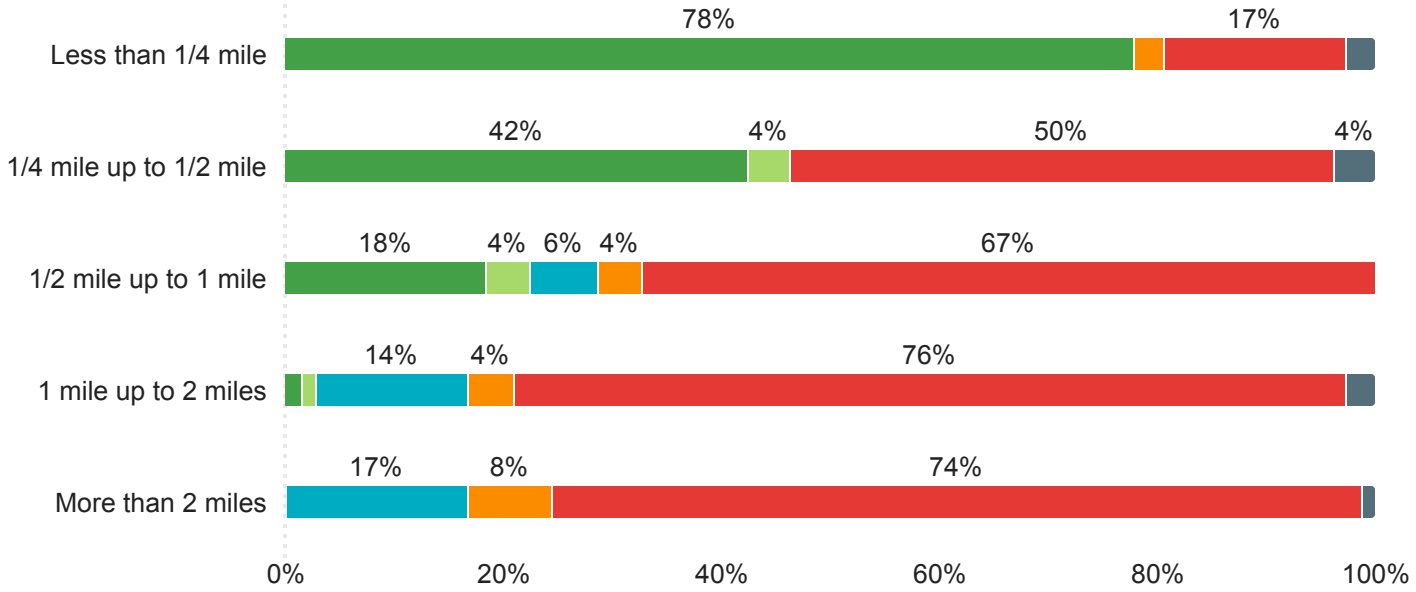
262 Responses



Don't know | More than 2 miles | 1 mile up to 2 miles | 1/2 mile up to 1 mile | 1/4 mile up to 1/2 mile | Less than 1/4 mile

Q6 - On most days, how does your child arrive to school?

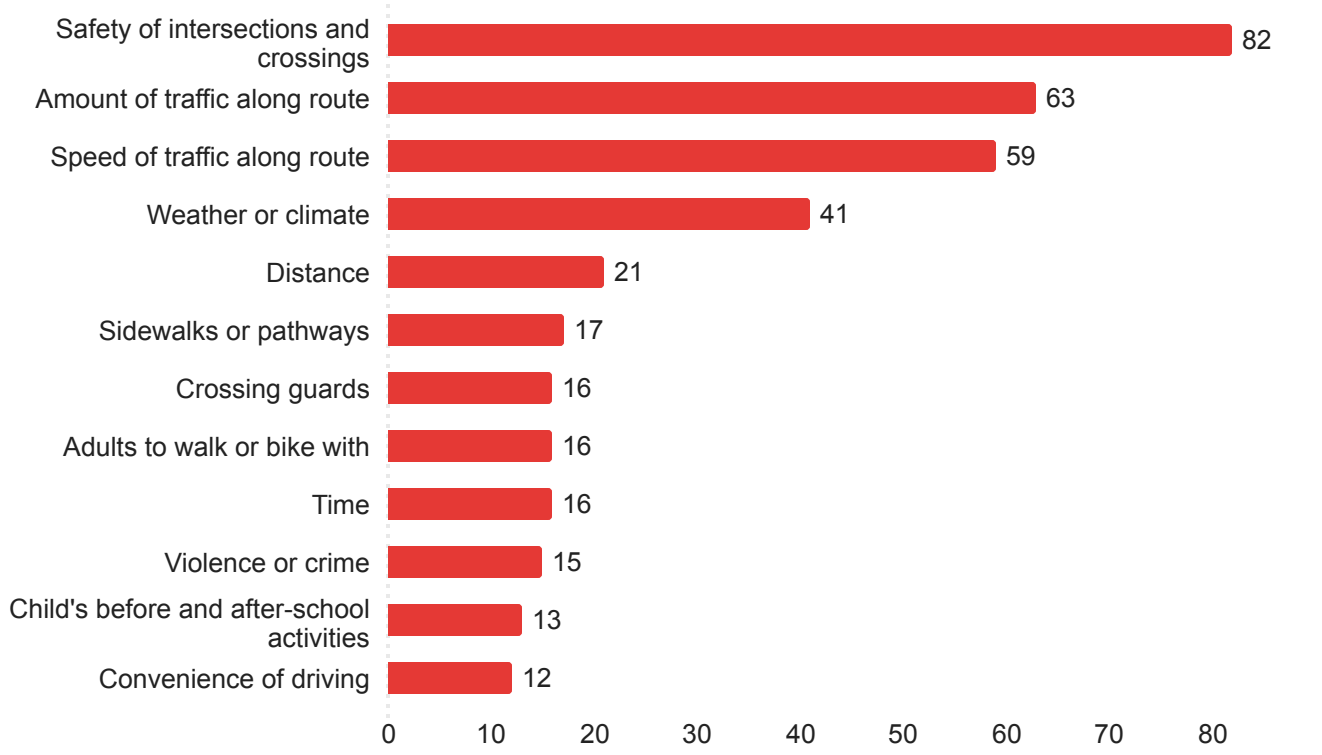
262 Responses



Walk | Bike | School Bus | Transit (Streamline Bus) | Carpool (children from other families) | Family vehicle (only children in your family) | Other

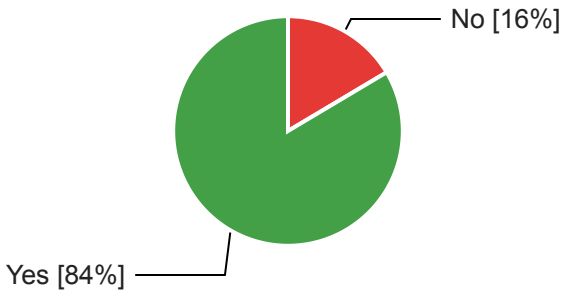
Q11 - What issues affect your decision to NOT allow your child walk or bike to school WITHOUT an adult? (Data filtered by less than 1 mile)

107 Responses



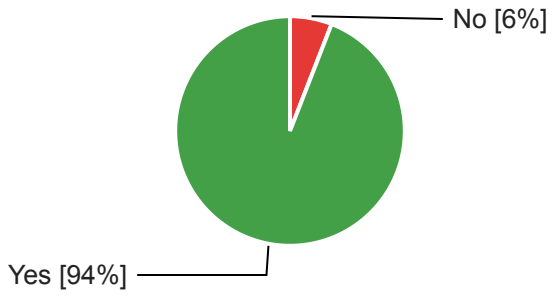
Q13_2 - Is walking or biking to/from school fun for your child?

237 Responses



Q13_3 - Is walking or biking to/from school healthy for your child?

237 Responses



Appendix 2: Western Transportation Institute Letter of Support

MONTANA STATE UNIVERSITY
College of ENGINEERING

March 31, 2025

Gallatin Valley MPO
7 East Beall
Bozeman, MT 59715
Subject: Support for the Bozeman Safe Routes to School Project

Dear Mr. Butts and TA Selection Committee,

The Western Transportation Institute (WTI) at Montana State University is pleased to express strong support for the City of Bozeman's funding proposal for the Bozeman Safe Routes to School (SRTS) Project. As an organization dedicated to advancing transportation safety and innovation, we recognize the vital role that safe, accessible, and multimodal transportation plays in fostering a connected and healthy community.

Western Transportation Institute

Bozeman's rapid growth has presented both opportunities and challenges, particularly in ensuring that students and families can travel safely to and from school. Increased traffic congestion near schools has contributed to safety concerns, leading to a reliance on personal vehicles and limiting the use of active transportation modes. The SRTS Project aims to reverse this trend by implementing proven strategies that encourage walking, biking, and shared transportation while fostering a culture of safety and mobility awareness.

This initiative is particularly compelling because it incorporates a comprehensive approach that combines education, community engagement, and technological solutions. The planned activities, including skill-building programs, pedestrian and traffic safety education, and the implementation of shared commute technology—are aligned with best practices in transportation safety. Additionally, the presence of a dedicated program manager and school coordinators will ensure consistent and effective program delivery across Bozeman's schools.

As a nationally recognized research institute specializing in transportation systems and solutions, WTI values the opportunity to collaborate with the City of Bozeman, Bozeman Public Schools, and other stakeholders in implementing this project. The SRTS initiative complements ongoing efforts to promote sustainable transportation, reduce congestion, and improve safety, aligning with local and regional transportation planning priorities, including the City of Bozeman's "SAFE" Transportation Plan and the 2017 Transportation Master Plan.

We strongly support the City of Bozeman's request for funding and believe that this investment will yield long-term benefits for the community. Thank you for your leadership in advancing transportation safety initiatives. Please feel free to reach out if further information or collaboration is needed.

Sincerely,



Kelvin Wang - Director
Western Transportation Institute (WTI)

P.O. Box 174250
Bozeman, MT 59717-4250
www.coe.montana.edu/wti

Tel (406) 994-6114
Fax (406) 994-1697

Mountains & Minds

Appendix 3: School District 7 Letter of Support

Bozeman Public Schools
404 West Main, P.O. Box 520
Bozeman, MT 59771-0520
www.bsd7.org

Mike Waterman
Executive Director of Business and Operations

Voice: (406) 522-6097
Fax: (406) 522-6050

March 25, 2025

Gallatin Metropolitan Planning Organization
CO Jeff Butts jbutts@bozeman.net
Bozeman, MT 59715

Subject: Letter of Support for the Bozeman Safe Routes to School Project

Dear Mr. Butts and TA Selection Committee,

On behalf of Bozeman Public Schools, I am pleased to offer our strong support for the City of Bozeman's Transportation Alternatives funding proposal for the Bozeman Safe Routes to School Project. As our community experiences rapid growth and urbanization, ensuring that all students and families—especially those with disabilities—have safe, accessible, and sustainable transportation options to and from school is critical. This initiative aligns with our commitment to fostering student well-being, promoting active lifestyles, and enhancing overall safety within our school communities.

Traffic congestion near our schools has increased significantly, creating safety concerns and limiting opportunities for students to walk or bike. Information from parents in our district indicate that high traffic speeds and volume contribute to perceptions of unsafe conditions, reinforcing a cycle in which more parents opt to drive their children, thereby exacerbating congestion. By implementing Safe Routes to School (SRTS) programming, we can help break this cycle, encourage sustainable transportation habits, and build a safer and healthier environment for our students.

The Bozeman Safe Routes to School Project proposes a comprehensive approach that includes encouragement and skill-building activities, shared commute technology, pedestrian and traffic safety education, and the support of dedicated program management and school coordinators. These efforts will not only increase transportation safety but will also cultivate a culture of active mobility and responsible road use within our community.

Bozeman Public Schools is committed to working closely with the City of Bozeman, the Western Transportation Institute, and other community partners to implement this program effectively. We urge your consideration and approval of funding for this
essential project. Thank you for your leadership and support in advancing transportation safety in Bozeman. Please do not hesitate to contact me if additional information is needed.

Sincerely,

Mike Waterman
Executive Director of Business & Operations

BOZEMAN MT

Memorandum

REPORT TO: City Commission

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

SUBJECT: Authorize the City Manager to sign a Notice of Award and Contract Documents for Community Graffiti Removal with Clean Slate Group, LLC for FY27-FY29

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to sign a Notice of Award and Contract Documents for Community Graffiti Removal with Clean Slate Group, LLC for FY27-FY29

STRATEGIC PLAN: 3.3 Friendly Community: Ensure Bozeman continues to welcome diversity through policies and public awareness.

BACKGROUND: The Community Graffiti Removal program has historically been housed within the Streets and Engineering Department. With the implementation of the FY27-FY29 biennium budget cycle; this contract has been moved to the Neighborhood Services Department. The Community Graffiti Removal Program was established to report, document and remove graffiti within the City of Bozeman. Graffiti removal is a city-wide effort involving all City departments including but not limited to, Streets and Engineering, Parks, Police, Fire, Facilities, Parking and Code Compliance Division. Removal services are primarily focused on assets owned and operated by the City of Bozeman. Private Property Graffiti abatement may be requested/needed should a resolution with the responsible party not be reached with Code Compliance. This program is specifically designed to achieve the quality of life and inviting environment that the City of Bozeman and its community, expect and deserve.

UNRESOLVED ISSUES: None known

ALTERNATIVES: As suggested by the Commission

FISCAL EFFECTS: Community Graffiti Removal has been budgeted for $75,000, from the General fund within the Neighborhood Services Department.

Attachments:
Notice of Award Graffiti Removal 2026.docx

2026 PSA General Community Graffiti Removal Services FY27-FY29.docx

Report compiled on: June 17, 2026

NOTICE OF AWARD

Dated: _**6/22/2026**___

TO: _**Clean Slate Group, LLC**_____

ADDRESS: _**34 Outlier Way, Bozeman, MT 59718**_____

PROJECT: __**Community Graffiti Removal Services 2026**_____

CONTRACT FOR: _**Community Graffiti Removal Services 2026**_____

You are notified that your Bid opened on__**6/11/2026**___, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the: _**Community Graffiti Removal Services, LLC**__. The Contract Price of your Contract is: **_$75,000**__ Dollars ($).

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 ten (10). You must also deliver a statement pursuant to section twenty (20) 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 **14th** day of **July, 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.

10. **Insurance:** In addition to and independent from Contractor's indemnity obligations under Section 9, Contractor must, at Contractor's expense, secure insurance coverage through an insurance company or companies duly licensed and authorized to conduct insurance business in Montana which insures the liabilities and obligations specifically assumed by Contractor in this Section. The insurance coverage must not contain any exclusion for liabilities specifically assumed by Contractor in Section 9.

The insurance must be occurrence-based, and cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by City without limit and without regard to the cause. Contractor must furnish to City an accompanying certificate of insurance and accompanying endorsements in amounts not less than as follows:

- Workers' Compensation – statutory;
- Employers' Liability - $1,000,000 per claim; $2,000,000 per occurrence;
- Commercial General Liability - $1,000,000 per claim; $2,000,000 per occurrence;
- Automobile Liability - $1,000,000 per property damage claim and $1,000,000 per bodily injury claim; $2,000,000 per accident; and
- Professional Liability - $1,000,000 per claim; $2,000,000 per occurrence.

The above amounts must be exclusive of defense costs. City must be endorsed as an additional insured on a primary non-contributory basis on the Commercial General, Employer's

Liability, and Automobile Liability policies. The insurance and required endorsements must be approved by City and must include no less than a thirty (30) day notice of cancellation or non-renewal. Contractor must notify City within two (2) business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason.

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

11. Waiver of Claims: Contractor also waives any and all claims and recourse against City, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except "responsibility for [City's] own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent" as per 28-2-702, MCA.

12. Termination for Contractor's Fault:

a. If Contractor refuses or fails to timely do the work, or any part thereof, or fails to perform any of its obligations under this Agreement, or otherwise breaches any terms or conditions of this Agreement, City may, by written notice, terminate this Agreement and Contractor's right to proceed with all or any part of the work ("Termination Notice Due to Contractor's Fault"). City may then take over the work and complete it, either with its own resources or by re-letting the contract to any other third Party.

b. In the event of a termination pursuant to this Section 12, Contractor must be entitled to payment only for those services Contractor actually rendered.

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

d. In the event of termination under this Section 12, Contractor must, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

13. 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 13, Contractor is entitled to payment only for those services Contractor actually rendered on or before the receipt of the Notice of Termination for City's Convenience.

d. The compensation described in Section 13(c) is the sole compensation due to Contractor for its performance of this Agreement. Contractor must, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

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

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

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

c. Return of Physical Property. Upon expiration or termination of this Agreement, Contractor agrees to return to City all City property, including but not limited to any and all

physical items such as documentation, records, and equipment, which is in Contractor's possession or under Contractor's control. Contractor must submit to City a detailed account of all of City's property in its possession or under Contractor's control. Contractor must return City's property in a method acceptable to City within ten (10) working days. Unless otherwise mutually agreed upon by the Parties, at no time must any of City's property be retained by Contractor upon expiration or termination of this Agreement.

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

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

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

15. 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.

16. Representatives and Notices:

a. **City's Representative**: 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.

17. Permits: Contractor must provide all notices, comply with all applicable laws, ordinances, rules, and regulations, obtain all necessary permits, licenses, including a City of Bozeman business license, and inspections from applicable governmental authorities, and pay all fees and charges in connection therewith.

18. Laws and Regulations: Contractor must comply fully with all applicable state and federal laws, regulations, and municipal ordinances including, but not limited to, all workers' compensation laws, all environmental laws including, but not limited to, the generation and disposal of hazardous waste, the Occupational Safety and Health Act (OSHA), the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination, affirmative action, and utilization of minority and small business statutes and regulations.

19. 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.

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

21. Nondiscrimination and Equal Pay: Contractor agrees that all hiring by Contractor of persons performing this Agreement must be on the basis of merit and qualifications. Contractor must have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. Contractor cannot refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual orientation, gender identity, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction. Contractor is subject to and must comply with Title VI of the Civil Rights Act of 1964; Section 140, Title 2, United States Code, and all regulations promulgated thereunder.

Contractor represents it is, and for the term of this Agreement will be, in compliance with the requirements of the Equal Pay Act of 1963 and Section 39-3-104, MCA (the Montana Equal Pay

Act). Contractor must report to City any violations of the Montana Equal Pay Act that Contractor has been found guilty of within 60 days of such finding for violations occurring during the term of this Agreement.

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

22. Intoxicants; DOT Drug and Alcohol Regulations/Safety and Training: Contractor must not permit or suffer the introduction or use of any intoxicants, including alcohol or illegal drugs, by any employee or agent engaged in services to City under this Agreement while on City property or in the performance of any activities under this Agreement. Contractor acknowledges it is aware of and must comply with its responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. City must have the right to request proof of such compliance and Contractor must be obligated to furnish such proof.

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

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

24. Reports/Accountability/Public Information: Contractor agrees to develop and/or provide documentation as requested by City demonstrating Contractor's compliance with the requirements of this Agreement. Contractor must allow City, its auditors, and other persons authorized by City to inspect and copy its books and records for the purpose of verifying that the reimbursement of monies distributed to Contractor pursuant to this Agreement was used in compliance with this Agreement and all applicable provisions of federal, state, and local law. Contractor cannot issue any statements, releases or information for public dissemination without prior approval of City.

25. **Non-Waiver**: A waiver by either Party of any default or breach by the other Party of any terms or conditions of this Agreement does not limit the other Party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.

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

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

28. Dispute Resolution:

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

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

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

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

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

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

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

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

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

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

37. **Consent to Electronic Signatures**: The Parties have consented to execute this Agreement electronically in conformance with the Montana Uniform Electronic Transactions Act, Title 30, Chapter 18, Part 1, MCA.

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

****** END OF AGREEMENT EXCEPT FOR SIGNATURES ******

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written or as recorded in an electronic signature.

CITY OF BOZEMAN, MONTANA

By_____
Chuck Winn, City Manager

_____
CONTRACTOR (Type Name Above)

By_____

Print Name: _____
Print Title: _____

APPROVED AS TO FORM:

By_____
Greg Sullivan, Bozeman City Attorney

Exhibit A

Scope of Services for Community Graffiti Removal

· Removal of all graffiti within the public right-of-way as discovered or reported.
· Removal of all graffiti from private property after proper noticing and collaboration with Code Compliance Division.
· Work with the City to establish protocol for the graffiti abatement program.
· Work with the City to document all instances of graffiti.
· Install vinyl wrap graffiti prevention as requested by the City and as funding allows.
· Use eco-friendly suite of graffiti abatement solutions:
    o Graffiti Removal Chemicals
    o Pressure Equipment
    o Vinyl Wrap Graffiti Prevention
    o Paint cover up (last resort)
· Create or utilize a well-organized graffiti management system for reporting and documenting graffiti.

Other services that may be required:

· Development of a secure web portal for City employees to log and report graffiti.
· Setup and monitoring of a graffiti removal hotline for City employees to report instances of graffiti within the City of Bozeman.
· Work with the City to document all instances of graffiti around town in a web-based platform, to give both the vendor and city visibility to the backlog and current project reporting.

Pricing

· Graffiti removal/abatement will be bill at $80 per hour, ½ hour minimum per effort, rounded up to the nearest ¼ hour. *This was created so there was no start/stop or transit being billed.
· Graffiti removal materials are billed at cost plus 15%.
· Anti-graffiti cabinet or other surface wraps will be billed at $22/sqft + labor
o COB uses a select view cabinet types and although they range in size, Bozeman's cabinets fall between $1,300 to $1500 per cabinet wrap, depending on the cabinet size.

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Sam Bearzi, Fleet Manager
Nicholas Ross, Director of Transportation and Engineering

SUBJECT: Authorize the City Manager to Sign a Purchase Agreement with Terex Utilities for One Class 7 Electric Vehicle Aerial Bucket Truck

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize City Manager to sign a Purchase Agreement with Terex Utilities for One Class 7 Electric Vehicle Aerial Bucket Truck

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

BACKGROUND: The City successfully applied and was awarded a portion of funding from the 2025-2026 Montana Department of Environmental Quality (DEQ) for the Clean Truck, Bus, and Airport Equipment grant program. The grant funding provides 85% to 15% funding match to replace an old class 4 truck or larger diesel truck with a fully electrified version. This grant will be used to replace the Signs and Signals department's 2008 Aerial Lift Truck (asset 3450) with a Mack MD Electric Class 7 truck outfitted with a Terex aerial lift platform that will be operated by an electric power take off (PTO) provision. The grant administrator selected this project out of two quotes submitted to the Montana DEQ that were Sourcewell cooperative purchasing contracts to comply with State and City procurement requirements. Exhibit A is the Customer Order Acknowledgement with Terex Utilities, Exhibit B is the Terex Utilities Sourcewell Contract and extension term, Exhibit C is the Grant Contract with the Montana DEQ.

UNRESOLVED ISSUES: None

ALTERNATIVES: As suggested by the Commission.

FISCAL EFFECTS: This project was approved in the FY27-31 Capital Improvement Plan and FY27-28 Biennium Budget, under project STR142. The total project cost will be $590,385.00. The Montana DEQ will be reimbursing the City for $499,788.10 upon completion of the grant contract. Total expenditures are expected to be $90,596.90 after reimbursement from the Montana DEQ.

Attachments:
Purchase Agreement - Bozeman & Terex
Exhibit A - Terex Customer Order Acknowledgement
Exhibit B - Sourcewell Contract Extension
Exhibit B - Sourcewell Contract
Exhibit C - Grant Contract

Report compiled on: June 30, 2026

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of July, 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, Terex USA LLC dba Terex Utilities, 3140 15th Avenue SE – Watertown, SD 57201, hereinafter referred to as "Seller." The City and Seller may be referred to individually as "Party" and collectively as "Parties."

In consideration of the mutual promises and agreements hereinafter contained, the parties agree as follows:

1. Property Purchased: Seller agrees to sell and City agrees to purchase the property requested and described in Terex Customer Order Acknowledgement, attached hereto as Exhibit A which is incorporated into this Purchase Agreement by this reference. By accepting this Purchase Agreement, Seller hereby agrees that the sale, use, or incorporation into manufactured products of all machines, software, hardware, materials and other devices furnished under this Purchase Agreement which are not of the Seller's design, composition, or manufacture shall be free and clear of infringement of any valid patent, copyright, or trademark. Seller shall hold the City harmless from any and all costs and expenses, including attorney fees, liability, and loss of any kind growing out of claims, suits, or actions alleging such infringement, and Seller agrees to defend such claims, suits, or actions.

2. Specifications: The Seller agrees that all material and workmanship in and upon this Property complies with Exhibit A as accepted by the City. Unless otherwise agreed to by the City, the items listed in Exhibit A, govern in the event of inconsistencies with the Seller's response to the same.

3. Price: The City agrees to pay the amount shown in Exhibit A, *Terex Customer Order Acknowledgment* (dated Feb. 25, 2026). as the purchase price. All prices include shipping and any applicable local, state or federal taxes that may be applied to the Property to be purchased. This price is firm and not subject to escalation unless agreed to in writing by the City.

4. Delivery and Payment: Time is important in the performance of this Purchase Agreement. Seller assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other served associated with delivery of the Property.

Seller agrees to delivery to the City in a fully operational status and all accessories properly installed no later than 660 days from signing of this agreement. Delivery will occur at 1812 N Rouse Ave, Bozeman, MT 59715, or at a place otherwise designated in writing by the City. If delivery of the Property and/or performance of services required under this Purchase Agreement cannot be made, Seller shall promptly notify the City of the earliest possible date for delivery or performance. Notwithstanding such notice, if Seller for any reason fails to deliver the Property within the time specific or to the City's satisfaction the City may terminate this Purchase Agreement or any part therefore without liability except for goods or services previously provided and accepted. The City's receipt or acceptance of any part of a non-conforming delivery or service shall not constitute a waiver of any claim, right or remedy the City has under this Purchase Agreement or applicable law. Upon delivery and for a ten-day period thereafter, City has the right to inspect the Property to ensure that it meets Specifications as modified by Seller's responses which have been accepted by City. If the Property meets the Specifications, City shall tender the purchase price stated above to Seller through the City's normal claim process. Unless otherwise agreed to in writing, payment terms shall be net thirty (30) days from the date of delivery of goods. Payment will be made to Seller at the address stated on the invoice unless Seller provides a different address in writing.

5. Nondiscrimination and Equal Pay: The Seller agrees that all hiring by Seller of persons performing this Agreement shall be on the basis of merit and qualifications. The Seller will have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. The Seller will not refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual orientation, gender identity, physical or mental disability, except when the reasonable demands

of the position require an age, physical or mental disability, marital status or sex distinction. The Seller shall be subject to and comply with Title VI of the Civil Rights Act of 1964; Section 140, Title 2, United States Code, and all regulations promulgated thereunder.

Seller 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, Montana Code Annotated (MCA) (the Montana Equal Pay Act) to the extent applicable to Seller. Seller must report to the City any violations of the Montana Equal Pay Act that Seller has been found guilty of within 60 days of such finding for violations occurring during the term of this Agreement.

Seller shall require these nondiscrimination terms of its subcontractors providing products under this Agreement.

6. Default/Termination/Remedies: In the event of Seller's breach of this Purchase Agreement, including if Seller fails to deliver the Property as set forth herein or fails to meet City's Specifications, City may, at its option, take any or all of the following actions without prejudice to any other rights or remedies available to the City by law: (i) declare the Seller in default and immediately cancel and rescind this Purchase Agreement if Seller fails to cure such default within ; (ii) require Seller to repair or replace any equipment or materials used in the Property, and upon Seller's failure or refusal to do so, repair or replace the same at Seller's expense; (iii) reject any material or equipment included in the Property containing defective or nonconforming equipment or material and return for credit or replacement at Seller's option; or (iv) cancel any outstanding deliveries and treat such breach by Seller as Seller's repudiation of this Purchase Agreement. Additionally, the City may pursue any other remedy it has at law or in equity.

In the event of the City's breach hereunder, Seller's exclusive remedy shall be Seller's recovery of the material or equipment or of the Purchase Price or portion of the Purchase Price payable for equipment and material delivered to the City prior to such breach.

7. Change Orders: The City shall have the right to revoke, amend, or modify this Purchase Agreement or the equipment or material included in the Quotation at any time upon written agreement of Seller. Seller's receipt of City's written change order without response received by the City within 10 (ten) business days or Seller's shipment or other performance reflecting the change, whichever occurs first, shall be Seller's acceptance of the change without any price or other adjustment.

8. WARRANTY: THE SELLER SHALL WARRANTY THE PROPERTY INCLUDING ALL COMPONENT PARTS IN ACCORDANCE WITH WARRANTY SPECIFICS LISTED IN EXHIBIT A AND SHALL ASSIGN TO THE CITY ALL WARRANTIES FOR ALL COMPONENT PARTS OF THE PROPERTY NOT WARRANTIED BY SELLER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE EXPRESSLY DISCLAIMED.

9. Insurance/Indemnification: The Seller shall insure the Property for a minimum of the purchase price against all damages during the delivery period per the Specifications. In addition to and independent from the above, during the delivery period Seller shall defend, indemnify, and hold the City, its officers, employees, and agents harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, to the extent arising or resulting from any intentional or negligent act on the part of Seller, it's agents or employees, except to the extent of any negligence or willful misconduct by the City, its officers, employees or agents. This provision shall survive delivery and acceptance by the city of the Property.

10. Assignment: Seller may not delegate, subcontract, or assign any duties and services or assign any rights or claims under this Purchase Agreement without the express written consent of City.

11. Entire Agreement: This Agreement, including its appendices, if any, embodies the entire understanding between the parties relating to the subject matter contained herein. No agent or representative of either party has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments of this Agreement, including the appendices, must be in writing and signed by an authorized representative of each of the parties hereto.

12. Applicability: This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana, venue shall be in the Eighteen Judicial District, Gallatin County Montana, and the same is binding upon the parties, their heirs, successors, and assigns.

13 **Permits**: Seller shall provide all notices, comply with all applicable laws, ordinances, rules, and regulations, obtain all necessary permits, licenses, and pay all fees and charges in connection therewith.

14. **Laws and Regulations**: Seller shall comply fully with all applicable state and federal laws, regulations, and municipal ordinances including, but not limited to, all workers' compensation laws, all environmental laws including, but not limited to, the generation and disposal of hazardous waste, the Occupational Safety and Health Act (OSHA), the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination, affirmative action, and utilization of minority and small business statutes and regulations.

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

16. **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.

17. **Attorney's Fees:** **Reserved.**

18. **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.

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

20. **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 have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF BOZEMAN

By_____
Chuck Winn, City Manager

Terex Utilities, Inc.

By_____
Stephanie Evans
Commercial Business Manager

APPROVED AS TO FORM:

By_____
Greg Sullivan, City Attorney

CUSTOMER ORDER ACKNOWLEDGEMENT

Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 25-FEB-2026 **Quote Number:** QU37262-TU-V2 **Unit:** TRX52
Sourcewell Contract Number: 110421-TER
City of Bozeman

Bozeman , Montana 59771
Year : 2028

Baseline Price: $590,385.00

Grand Total Each: $590,385.00

This written description and attached specifications have been produced by Terex USA, LLC dba Terex Utilities and shall not be released, disclosed, nor duplicated without the written permission of Terex USA, LLC dba Terex Utilities. Prices are subject to change until shipment. Applicable taxes and any applicable surcharges to be added. Taxes, shipping, handling and lead times are estimates and subject to change. Quoted prices are based on total package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. **Chassis price based off current pricing available at time of quote. Pricing is subject to change based on vehicle sourcing; final price to be confirmed prior to time of invoice**. Chassis payment is due within 30 days of chassis receipt at our facility. Quote withdrawn after 60 days.
Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.
Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to $550 per incident. For roadside assistance call 1-800-448-7825.
Terex-purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage $550 cap FEX applies. For roadside assistance call 1-800-FTL-HELP.

Notes:

1) Delivery Terms are CPT - 2020 .

- Delivery to customer included.

2) Payment Terms are Net 30 Pending Approval .

3) Delivery days from receipt of order shall be estimated 540-660 Days .

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.The information in this quote is considered confidential.
Buyer agrees that it shall not export or re-export Terex equipment or parts, technology, information or warranty related services directly or with its knowledge indirectly into: (a) Russia, Belarus or the following regions of Ukraine: Crimea, Sevastopol, Donetsk People's Republic (DNR), Luhansk People's Republic (LNR), Kherson and Zaporizhzhia; or (b) Iran, Cuba, Syria or North Korea without first obtaining written approval from Seller.

Terex USA, LLC dba Terex Utilities

Project Leader: Ben Storm

Account Manager: Michael Tilden

Accepted By: _____
PO Number: _____
Quantity: _____
Grand Total: _____
Date: _____

TEREX USA, LLC dba TEREX UTILITIES (“Seller”)
TERMS AND CONDITIONS OF SALE
U.S. and CANADA (except Quebec)

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as “Products”) shall be exclusively governed by these Terms and Conditions of Sale (“Terms and Conditions”) and Seller’s sales order acknowledgement (collectively referred to as “Agreement”). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2.Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5.Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer’s request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or

delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6.Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery(as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon

any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. **NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, Seller and its affiliates shall not be liable for, and specifically disclaim, any liability for any: (a) LOST PROFITS and/or business interruption (WHETHER DIRECT OR INDIRECT); and (b) indirect, incidental, consequential (whether direct or indirect) or other damages or losses of any kind whatsoever, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.**

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives,

successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at https://www.terex.com/en/products/telematics-tou.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____

LIMITED PRODUCT WARRANTY

TEREX USA, LLC dba TEREX UTILITIES (“Seller”),as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of **12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory**; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment’s “in-service” date. If requested by Seller, Buyer must return the defective equipment to Seller’s manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller’s obligation and liability under this warranty is expressly limited to, at Seller’s sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller’s parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller’s equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass jibs, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 year parts only warranty if the annual service inspection is performed by an approved entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE,AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller’s warranty is continuous for the stated period, and “stopping and restarting” such period is not permitted.

Seller’s obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

Parts Warranty: Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.

2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 25-FEB-2026 **Quote Number: QU37262-TU- V2** **Unit: TRX52**

City of Bozeman

Bozeman , Montana 59771

Qty. Description

UNIT

1 **TRX52 Telescopic Articulated Aerial**

One (1) new Terex Hi-Ranger TRX52 Articulating / Telescoping Aerial Device providing a working height of 56.5 ft (17.2 m).
Unit will be mounted behind the cab.
Design Criteria:
* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.
Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 KV phase to phase
per ANSI/SIA A92.2-2021
Turntable and Lower Boom Assembly:
Lower Boom:
* Filament wound high strength fiberglass insert providing an insulation gap.
* The lower boom articulation is from 0 to 84 degrees.
Lower Controls:
* Individual control levers are located in an accessible location on the turntable.
Rotation:
* Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.
Hydraulic System:
* Full pressure open center hydraulic system.
* Hydraulic hoses are equipped with permanent type fittings.
Miscellaneous:
* All metallic components of the complete aerial device are powder coat white.
* The fiberglass upper boom, boom inserts, platforms and covers are white.
* One complete paper manual and access to an electronic copy of the manual providing operational and maintenance procedures, and a replacement parts listing.
* Warning decals provided with unit.
Pedestal with 20 gallon integral tank.
* The pedestal is designed with access holes for maintenance of hydraulic plumbing.
* An internal 20-gallon hydraulic oil reservoir provided with a 60-mesh filler screen baffles gauge. 100 mesh suction screen with bypass clean out access hole and dip stick.
Sight Gauge With Thermometer:
* Mounted within an aluminum body to protect sight tube.
* Thermometer has a range of 0-300 degrees Fahrenheit.
Boom Tip with 4 Function Controls, Platform Rotator and 1000 lb. removable top mounted ranger jib that does not rotate with platform
*Jib is the 3⁄4 inch pin application.
Upper Controls: Control-Plus single stick controller.
* Enable lever must be actuated before operation.
The end mount platform rotator offering 180 degrees of hydraulic rotation.
Hydraulic Platform Tilt is provided at platform and lower controls.
Engine Stop/Start controlled at platform and lower controls.
Two-Speed Manual Throttle controlled at platform and lower controls.
Upper Boom:
* Filament wound high strength fiberglass boom providing an insulation gap.
* The upper boom travel is from -25 to 80 degrees.
Jib/Winch
* Levels with platform.
* Maximum jib capacity of 1000 lb.
* Includes up to 65' of 3/8 winch rope and hook.
* King post attached to jib. Low profile socket when jib removed to minimize interference and overall height.
Dual Hydraulic Tool Outlets At Platform With Flow Control:
* Installed at the platform to accommodate two open center hydraulic tools.

Date: 25-FEB-2026 **Quote Number: QU37262-TU- V2** **Unit: TRX52**

* Provides 5 GPM at 2250 psi at engine idle.
Platform capacity rated up to 500-lbs and jib capacity chart.
Platform, End Mount, 24 x 30 x 42:
* Includes one outside access step with slip-resistant surface.
A safety harness with lanyard is provided for fall arrest.
A platform rest provides platform support during road travel.
Insulated Platform Liner For 24 x 30 x 42 Platform:
* Tested at 50 KV AC.
Vinyl Platform And Control Cover For 24 x 30 Platform:
* Waterproof, internal elastic cord around edge and external elastic cord around control cover.
Continuous And Unrestricted Rotation:
* A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.
* A 6 channel electric collector ring is provided as standard.
Auxiliary Power:
* Allows the operation of any function for a time period limited by battery life.
*Includes 12 volt electric motor for use on a 12 volt chassis.
Note: This includes a switch for activation at pedestal for electric or air function.
Ub Rest, Ratchet Style
A boom rest with a ratchet style tie down strap is provided.
Subframe.
Tie down kit.
Heavy Duty Low Profile A-Frame Outriggers (438506).
Modified A-Frame Outriggers with swivel type stabilizer pads. (Q1348)
Controls For 2-Sets OF Outriggers (Open center systems):
* Recessed at rear of truck each side for ease of view for outrigger placement.
* Includes switches and alarm for outrigger in motion alarm.
Outrigger Interlock:
* To operate the boom the outriggers must be extended
Pump for systems requiring 8 gallons per minute:
*Fixed displacement gear pump

1 **Terex Advanced Chassis Controller**

Terex Advanced Chassis Controller:
* Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.
* Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.
* Programmable settings allow installer to customize/select options need for their application.
* Screw terminal-type connections and enclosure to cover connections.
* Recommended on Class 6 and above chassis with multiple outputs
* The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.

1 **Usa**

American flag displayed on unit.

1 **Limited Product Warranty - Standard**

Factory Warranty

1 **24x48x42 E/M platform ILO 24x30. 476973**

Date: 25-FEB-2026 **Quote Number: QU37262-TU- V2** **Unit: TRX52**

1	**Platform rest for larger platform ILO standard. 603288**
1	**Second Safety Harness for 2 man platform. 351015**
1	**Bucket Liner 24x48 ILO Standard. 619182**
1	**Vinyl Basket and Control Cover ILO Standard. 465295**
1	**Pedestal Sub Weldt 64" w/out internal tank. 20 Gal stand up w/Sight Gauge ILO standard. 1016404PWG - 495554**
1	**3 Port, 6 Ring collector Block ILO standard. 632388**
1	**PAL System for 2 man platform, E/M w/lifter**
1	**Demand Throttle ILO 2 Speed. 632366**
1	**Emergency Power for unit w/Demand Throttle. 624594**
1	**Auto boom Latch assy Install ILO stndrd. 627162**
1	**8348 A-Frame Outrigger, 1 Set Ext Heavy Duty ILO standard.**
1	**Delete the rear outrigger.**
1	**New T/D kit ILO standard**

Date: 25-FEB-2026 **Quote Number: QU37262-TU- V2** **Unit: TRX52**

1 **New Subframe P/N TBD ILO standard.**

1 **454134 O/R Controls 1 set w/Tools.**

1 **O/R Interlock for 1 Set ILO standard.**

1 **Q15747 - Add Platform Lifter**

1 **Mack MD742 EV Gen 2 Chassis per attached Specifications.**

1 **211 inch line body per the attached body specs**

1 **Install Tl Behind Cab**

Install Aerial Device Behind Cab And Install All Associated Components:
* Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.

1 **Hose & Fitting Kit Group 1**

Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.

1 **Misc Shop Supplies Group 3**

Miscellaneous shop supplies.

1 **Platform Rest Bottom Base Group 3**

Platform rest, bottom base

1 **Chassis Spring Add Left Rear(Req. Art)**

Chassis Spring Additions:
* Build up left rear chassis springs to level vehicle.

Date: 25-FEB-2026 **Quote Number: QU37262-TU- V2** **Unit: TRX52**

1 **Dot Inspection**

DOT Inspection.

1 **Set Chassis Parameters (Req\'D)**

Set chassis parameters.

1 **Ecco Back-Up Alarm**

Back-up alarm to sound when the vehicle is shifted into reverse.

2 **Wood 24 X 24 Painted Black (Standard)**

Laminated wood outrigger pad 24 x 24 x 2-1/4 with rope handle.

4 **Rubber Wheel Chock Eye Bolt (Standard)**

Rubber wheel chocks with eye bolt.

1 **Grab Handle Set Three Point Contact**

Grab Handle set for three point contact.

2 **Mud Flap - Terex Logo (Standard)**

Mud flap with logo.
Note: Trim As-Required.

1 **Mounting Bracket For Grounding Cable**

Bracket for storing grounding cable.

1 **Kit Ground Cable 2/O Black (Standard)**

2/0 Black Electrical Cable used for grounding per ASTM F855-04:
* 50' of multi-strand flexible copper cable, three grounding lugs, two ferrules and grounding clamp.
* Three point grounding system for grounding vehicle during work operations.
* Cable must be fully removed from bracket before use.
NOTE! Purchaser to verify this meets their company's requirements for fault current.

1 **Grounding Loop Kit (One Each)**

Grounding Loop Kit:
* Consists of (2) grounding copper rings located one at front and one at rear.

Date: 25-FEB-2026 **Quote Number: QU37262-TU- V2** **Unit: TRX52**

1 **Bed Mount Tl37-50 (65388508-65388620)**

Boom rest.

1 **Peterson 7-Lamp Led Kit Fmvss Dot**

Peterson LED 7-lamp DOT Lighting Package:
* Complies with FMVSS 108.
* Includes required lights, junction box and wiring harness.
* Note: Includes lighted License Plate Area
* Note: Includes Clearance Lights if Applicable to application.

2 **Kit 4 Amber Led Strobe Light/Guard(Std)**

Amber strobe light (LED) with 4 inch tall and 6 inch diameter lens and branch guard.

1 **Strobe Lht Kit 2-Cnr Fl Mt Led Amber 4**

Whelen 2 corner, 4 inch LED, Amber Strobe Light Kit with grommets.
*Wired into On/Off swtich in cab.

2 **Light Led Amber (Grill Mount)(One Light)**

Whelen LED 3.5 Amber Flash Light.
*3 LED Clusters, 10 flash pattern.

2 **Golight Led White Remote 20004gt**

Golight 20004GT LED spotlight, hand held remote and white in color.

35 **Hydraulic Oil - General Purpose**

Fill with Hydraulic oil for general purpose use.
* Refer to the product maintenance manual for specific type to be used.

1 **Viatec 28.8kwh - V3 With 6000w Charger And Ev Chassis**

HyPower SmartPTO - Viatec 28.8KWH

The system is a self-contained unit that includes an DC drive motor and vane pump powered by the enclosed lithium-ion batteries. It is connected to the trucks existing hydraulic system and is capable of operating all boom and outrigger functions without the engine running. On digger derricks, the winch and auger functions will operate at a reduced speed. If the batteries are depleted, operation can be continued using the engine and conventional hydraulic pump.

* Enclosure to sit on top of flatbed or top of Body.
* 1300W Level 1 (120V AC) Charger - Requires standard 3 prong NEMA 5-5 outlet, 15A rated and a 20 foot drop cord.
* 6000W Level II (240 AC) Charger

Date: 25-FEB-2026 **Quote Number: QU37262-TU- V2** **Unit: TRX52**

* Integrated battery heater, when the system is plugged in, the system will heat batteries when temperature approaches freezing.

1 **Safety Kit 5# Fire Extinguisher-Abc(Std)**

Safety Kit consists of the following:
* 5-lb ABC fire extinguisher with bracket.
* James King triangle reflector kit.

1 **Camera Rear Vision 5 Screen**

Rear view vision 2.5 round red marker light camera & 5 monitor system.

1 **Paint Body Floor With Non-Skid Paint**

Paint body floor with non-skid paint.

1 **Paint Compartment Top Non-Skid Paint**

Paint compartment top with non-skid paint.

1 **First Article Inspection, Factory Onsite**

First Article Inspection, Factory On-Site

Terex USA, LLC dba Terex Utilities

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included: Strobe Light; Wheel Chocks; Outrigger Pads; Outrigger Out of Stow Light; Truck Grounding Kit; Barricade Kit; Boom Stow Interlock; Auxiliary Let Down; Platform Liner; Platform Cover; Two-Speed; Start/Stop Controls; Oil Cooler; PAL; Anti-Two Block (Digger Derricks); Load Display (Digger Derricks) and Load Alert (Aerials).
3. Terex USA, LLC dba Terex Utilities strongly recommends all installation accessories be located up front in front in the quote or secondarily on the approved engineering drawing. Any accessories located or relocated during manufacturing may be subject to additional charges.
4. Terex USA, LLC dba Terex Utilities - Offers In-service Training.
5. Terex USA, LLC dba Terex Utilities - Assembly in Watertown.South Dakota is ISO 9001:2000 Certified.

Quotation Number	**17387**		
For the attention of	**Doug Pahl**		
Customer:	**Terex City of Bozeman**	Date	**2/23/2026**

DESCRIPTION

211" Aluminum Line Body 46 inches high X 94 inches wide. 18 Inch compartment depth.
58 Inch bed area.
25 Inch top of floor to top of body.
24 Inch horizontal compartment height.
.090 Aluminum. - Main body material
.125 Aluminum Tread-Brite - Full height rock guards to bottom of crossmembers.
.125 Aluminum Treadplate - Compartment tops
.188 Aluminum treadplate - Floor
Stainless Steel Automotive rotary type door latches.
5/16" Aluminum continuous rod - Door Hinge Rod.
Stainless Steel - Door Hinge Sockets.
Chain stops on all doors.
* Spring Assist on Horizontal Door Chain
.063 Aluminum Double Panel Body Doors.
Rubber rolled crown type fenders. **(Ship Loose - with Cutouts)**
Master door lock system.
LED Rope light compartment lights in all body compartments with Weather Pack Connectors.
* Does not include Boxes or Tailshelf Compartments
* Rope Lights Ship Loose.
Automotive Bulb Type Weatherstripping. **(Ship Loose)**
Front bulk head - Bolt on
E-Track mounted in bed area on Streetside.
Shelving / Hooks installed on DUAL Uni-Strut for infinite adjustment.
One (1) Removable Punched .125 Aluminum Smooth Panel 12" High x 60" Long installed below CS 1st & 2nd verticals.
One (1) Removable Punched .125 Aluminum Smooth Panel 12" High x 57" Long installed below SS 2nd & 3rd verticals.
Two (2) Rows of Uni-strut welded to CS compartment top 23-1/8" from rear.
Two (2) - 1/2" AL Plates welded flush with top of crossmembers in frame.
1/2" AL Tank Stand Plate welded in frame flush with top of crossmembers.
Angle and support plate added to CS front of body for punched guard to bolt to and extra support.

Streetside Compartmentation:

1st Vertical:
29 Inches wide with Five (5) - 1/2" Carriage Bolt Swivel / Locking material hooks 1-3-1.

2nd Vertical:
30 Inches wide with Two (2) shelves each with adjustable dividers on 6" centers.
Bolt-On Removeable Access Panel to Open Space Below Streetside 2nd & 3rd Vertical Compartments
* Panel 12" Tall x 57" Long

3rd Vertical:
30 Inches wide with Two (2) shelves each with adjustable dividers on 6" centers.
Bolt-On Removeable Access Panel to Open Space Below Streetside 2nd & 3rd Vertical Compartments
* Panel 12" Tall x 57" Long

4th Vertical:
40 Inches wide with Two (2) shelves each with adjustable dividers on 6" centers.
Barn type compartment doors.

Horizontal:
54 Inch open compartment.
Adjustable dividers installed in compartment bottom on 6" centers.

Rear Vertical:
30 Inches wide with Five (5) - 1/2" Carriage Bolt Swivel / Locking material hooks 1-3-1.

Hotstick Shelf:
211 Inches long with rear dropdown access door.

Curbside Compartmentation:

1st Vertical:
30 Inches wide with Five (5) - 1/2" Carriage Bolt Swivel / Locking material hooks 1-3-1.
Bolt-On Removeable Access Panel to Open Space Below Streetside 1st & 2nd Vertical Compartments
* Panel 12" Tall x 60" Long

2nd Vertical:
30 Inches wide with Two (2) shelves each with adjustable dividers on 6" centers.
Bolt-On Removeable Access Panel to Open Space Below Streetside 1st & 2nd Vertical Compartments
* Panel 12" Tall x 60" Long

3rd Vertical:
30 Inch wide Lift-up Gripstrut access steps to bed area.
* Access steps include Gas Cylinders and Two (2) Vents
* Back to be removable

4th Vertical:
40 Inches wide with Two (2) shelves each with adjustable dividers on 6" centers.
Barn type compartment doors.

Horizontal:
54 Inches wide with One (1) shelf with adjustable dividers on 6" centers.

Rear Vertical:

30 Inches wide with Five (5) - 1/2" Carriage Bolt Swivel / Locking material hooks 1-3-1.
Grounding Bracket: (Installed/ Bolt On to O/R cover)
* 3/16" HR flat with 3/8" round stock hooks.

Body Floor and Understructure:
* Cut out in bed area floor for customer supplied aerial/digger
* 3" Structural Frame

Subframe Installation:
Install customer supplied subframe, with outriggers.
Subframe is to be Bolted to Body - Do Not Weld to Sub Frame
* Subframe and O/R's will be wet painted Bold Black
* Grounding Bracket to be welded to Subframe at rear of truck and body
* Provide "Bolt In" style Filler Plate between Rear Jacks (If Required)

Stringer style body mounting includes the following:
to Provide Boom Rest.
Welding on B&G supplied body Mounting Angles

Aluminum Tailshelf:
Treadplate tailshelf 24 inches long X Full Width x 6 inches high with
Hose Tunnel Pass Through cutout needed
7-Lamp light bar installed at rear.
Valve mounting brackets on SS & CS of tailshelf.

Wheel Chock Storage:
Two each side built into body wheelwells.
* Pendulum Retainers.

Aluminum Outrigger Pad Storage: (Ship Loose)
Two (2) Double outrigger pad storage brackets.
* Pendulum Retainers.

Steel Cable Step: (Ship Loose)
One (1) Double Cable step for installing at rear of body.

Belted Step: (Ship Loose)
One (1) Rubber Belted type step for installing at side access.
* Flat on top of step

Bed Area Step: (Ship Loose)
One (1) Single Gripstrut step in bed area to access top of body.

Tailgate:
Removable Aluminum Tube tailgate 6" high installed around perimeter of tailshelf
Removable Aluminum Tube tailgate 6" high installed at top of side access
* Includes Pins and Lanyards

Aluminum Grab Handles: (Ship Loose)
Two (2) Bolt-On Type for installing at side access of body.
Two (2) Mini pool type grab handles for installing top of tailshelf.

Powder Coat Body:
Powder Coat Body and Inside of compartments White, Specify Paint Code.

CUSTOMER PROPOSAL

MACK®



PREPARED FOR

TEREX SOUTH DAKOTA INC
500 OAKWOOD RD
WATERTOWN
SD 572014166

DATE

10/23/2025

PREPARED BY

TRANSOURCE TRUCK AND EQUIPMENT, INC.
901 E 60TH ST N
SIOUX FALLS
SD 571040459

QUOTE INFORMATION

BLAN2025000127D391
MDe7 42R
Qty: 1

TEREX®

TRANSOURCE TRUCK & EQUIPMENT



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MDe7 42R
Qty: 1

Thank you for giving us this opportunity to provide a quote.

This proposal contains the complete specification and performance details of the Mack truck configured for your application. Every proposed spec from Mack is prepared with the highest return on investment as the key objective for our customers, reflecting Mack's focus on application excellence to deliver maximum uptime, fuel economy, reduced maintenance, driver satisfaction and productivity, and high resale value. The enclosed spec has been carefully designed to meet all these objectives.

Beyond the technical specifications contained in this proposal, it's important to remember that each Mack truck is backed by Mack Connect, the industry's leading uptime and productivity solution, plus a coast-to-coast network of Mack dealer service locations.

2025 marks 125 years of contributing to our customer’s legacy of success. By becoming a Mack owner, you become part of a proud heritage established by a community of people driven to be the very best. You can depend on Mack to help power your drive to succeed!

I look forward to meeting with you to discuss any questions you might have regarding this proposal.

Yours sincerely,

JEREMY HUMPAL

TRANSOURCE TRUCK AND EQUIPMENT, INC.

TECHNICAL SPECIFICATION

MDe7 42R

				WEIGHT (LB)	
APPLICATION PACKAGES			**DESCRIPTION**	FRONT	REAR
S	GSXC1X	CHASSIS HEIGHT	DOCK HEIGHT	0	0

				WEIGHT (LB)	
CUSTOMER/VEHICLE INFO			**DESCRIPTION**	FRONT	REAR
S	0020IK	CHASSIS (BASE MODEL)	MD742 BE - GEN2 - 42R MEDIUM DUTY, CLASS 7 BE, (MAX 33,000lbs GVWR) 107" BBC	3,305	605
	0051C5	VEHICLE USE & BODY/TRAILER TYPE	SERVICE/UTILITY TRUCK	0	0
	0341A2	VEHICLE VOCATION	PICKUP & DELIVERY / SHORT HAUL SERVICE	0	0
S	MP2001	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND	0	0
S	013001	TYPE OF SERVICE	COMMERCIAL	0	0
	694DDD	Order Subject to Meeting All Mack Policies, Terms and Conditions,	Including but not Limited to Applicable CARB and/or Section 177 States' Regulation requirements	0	0
	M84026	INTENDED REGISTRATION LOCATION	MONTANA	0	0
S	M98018	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION	0	0
S	MBT13T	EMISSION WARRANTY CERTIFICATION	Battery Electric CLASS 6/7 only	0	0
S	5050B5	INITIAL REGISTRATION LOCATION	USA REGISTRATION	0	0
S	534014	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH	0	0
S	032A99	OPERATING TERRAIN GRADE CONDITIONS	CITY, STARTING GRADES<6%	0	0
S	033A20	LOADING SURFACE FACTOR	ASPHALT LOADING AND / OR UNLOADING SURFACE	0	0
	Y3CD3X	PEDAL RSL SETTING	113 KM/H PEDAL ROAD SPEED LIMITER (70MPH)	0	0
	JFXNGX	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 113 KPH (70 MPH)	0	0
	JCXFEX	ROAD SPEED LIMITER SETTING	113 KM/H ROAD SPEED LIMITER (70MPH)	0	0
S	MOC007	OPERATING CLASS	OPERATING CLASS 7; 33000lb GVWR	0	0

				WEIGHT (LB)	
ENGINE & TRANSMISSION			**DESCRIPTION**	FRONT	REAR
S	1003D1	ENGINE / MOTOR	MACK MD BE, ELECTRIC MOTOR, ZERO EMISSION	336	177
S	A4EAFX	ENERGY STORAGE SYSTEM CAPACITY	ESS Total Energy 240 kWh (BOL)	1,936	1,279
S	1361Q7	TRANSMISSION	MACK MD BE, ELECTRIC PROPULSION	549	294

				WEIGHT (LB)	
ENGINE & TRANSMISSION EQUIPMENT			**DESCRIPTION**	FRONT	REAR
S	X1EAAX	MOTOR BRAKE TYPE	MOTOR BRAKE REGENERATIVE	0	0
	JDXA1X	CRUISE CONTROL	CRUISE CONTROL	0	0
S	132001	ALTERNATOR	W/O ALTERNATOR	0	0
S	3180A8	BATTERY DISCONNECT SWITCH	BATTERY DISCONNECT SWITCH	5	0
	V3EAAX	ELECTRICAL POWER TAKE OFF	ELECTRIC PTO PUMP CONNECTION	274	58
S	5NXZ1X	ENGINE BLOCK HEATER	WITHOUT ENGINE BLOCK HEATER	0	0
S	TYXZ1X	POWER TAKE OFF CONTROL	WITHOUT POWER TAKE OFF CONTROL	0	0

TECHNICAL SPECIFICATION *(cont.)*

				WEIGHT (LB)	
AXLE & SUSPENSION			**DESCRIPTION**	FRONT	REAR
S	2400S0	FRONT AXLE	12,000LB MERITOR MFS+ 5400 KG	1,142	0
S	2440C4	SPRINGS - FRONT	MACK TAPERLEAF 12300# (5500 KG) GROUND LOAD RATING	0	0
S	2410A1	FRONT AXLE BRAKES	MERITOR "S" CAM TYPE 16.5" x 5" Q+	0	0
S	1JAAAX	PARKING BRAKE VALVE	PARKING BRAKE VALVE, 1 YELLOW KNOB, ALL PARKING	0	0
S	698058	ANTILOCK BRAKE SYSTEM	BENDIX WITHOUT TRACTION CONTROL 4S4M	7	3
S	2520O2	REAR AXLE - SINGLE	21000# (9525 kg) MERITOR MS-21-14X, (W/ DIFF LOCK) CASING 11.0mm	0	1,189
S	260AA5	REAR SUSPENSION - SINGLE	21000# (9525kg) MULTILEAF	0	481
	ZAX99X	SUSPENSION LEVELLING DEVICE (CA in PC29 only)	WITHOUT SUSPENSION LEVELLING DEVICE	0	0
S	253AA4	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+	0	0
S	TAXNFX	REAR AXLE RATIO	RATIO 5.57, REAR AXLE	0	0

				WEIGHT (LB)	
CHASSIS EQUIPMENT			**DESCRIPTION**	FRONT	REAR
S	DPFAA1	DPF DIESEL PARTICULATE FILTER	W/O DIESEL PARTICULATE FILTER OR SCR	0	0
S	L3XN3X	BODY BUILDER MODULE	EL PREP KIT, TMC RP1404 EL. INTERFACE NO BODYBUILDER MODULE	0	0

				WEIGHT (LB)	
FRAME EQUIPMENT & FUEL TANKS			**DESCRIPTION**	FRONT	REAR
	271217	WHEELBASE	217" Wheelbase (150" CA) 85" After-frame	589	558
S	274194	FRAME RAILS	STEEL - 260MM X 70MM X 8MM -- (10.24" X 2.75" X 0.31"); RBM 1,580,000 LB-IN	0	0
S	288AA1	FUEL TANK - LH	WITHOUT LH FUEL TANK	0	0

				WEIGHT (LB)	
CAB INTERIOR			**DESCRIPTION**	FRONT	REAR
S	20XA1X	KEY TYPES FOR DOORS	BASIC UNIQUE KEY	0	0
S	198048	SPEEDOMETER -&- GAUGES - UNIT(s) OF MEASURE	U.S. UNITS (PREDOMINANT)	0	0
S	V5EJ1X	SOC OPERATING WINDOW RANGE	TRACTION BATTERY SOC OPERATING WINDOW 90 PERCENT	0	0
S	3MBA1X	PARK BRAKE ALARM	PARK BRAKE ALARM, SOUNDS IF BRAKE OFF & DRIVER'S DOOR OPENED	0	0
S	5RXA1X	BACK-UP ALARM	BACK-UP ALARM	0	0
S	LSXH1X	DAYTIME RUNNING LIGHTS	DRL WHEN ENGINE RUNNING & PARK BRAKE OFF	0	0
	40XAIX	FIRE EXTINGUISHER	HAND FIRE EXTINGUISHER 2.2 KG (5LB) ENGLISH DECAL, ABC	0	0
	4VX31X	WARNING TRIANGLE	THREE WARNING TRIANGLES	0	0
S	F8XAVX	AUDIO SYSTEM	RADIO, AM/FM, MP3, WEATHER BAND, W/ MUTE IN REVERSE	0	0
S	5EAA1X	AUDIO INTEGRAT. PHONE HANDSFRE	AUDIO INTEGRATED HANDSFREE PHONE, BLUETOOTH	0	0
S	5FAA1X	AUDIO COMMUNICATION CONNECTOR	AUDIO COMMUNICATION CONNECTOR, USB AUDIO	0	0
S	0LAA1X	AUDIO SHUTOFF	AUTOMATIC AUDIO SHUTOFF, REVERSE ENGAGED	0	0
S	D6XS1X	COMMUNICATION EQUIPMENT	FACTORY INSTALLED GEOTAB FLEET MANAGEMENT SYSTEM	0	0
S	00401E	INTERIOR TRIM	PREMIUM SATIN FINIFH INTERIOR TRIM, WITH OVERHEAD STORAGE CONSOLE	0	0
S	19603E	SEAT - DRIVER'S	MACK-AIR, VINYL HIGH BACK, 1 CHAMBER AIR LUMBAR	82	0
	3ZXG2X	DRIVER SEAT	MACK DRIVERS SEAT, AIR SUSPENDED	0	0
	U3CA1X	DRIVERS SEAT UPHOLSTERY	DRIVERS SEAT UPHOLSTERY, VINYL	0	0

TECHNICAL SPECIFICATION *(cont.)*

				WEIGHT (LB)	
CAB INTERIOR			**DESCRIPTION**	FRONT	REAR
S	19703R	SEAT - PASSENGER'S	MACK-FIXED, VINYL HIGH BACK	29	0
	34XB1X	PASSENGER SEAT	FIXED PASSENGER SEAT	0	0
	U4CA1X	PASSENGERS SEAT UPHOLSTERY	PASSENGERS SEAT UPHOLSTERY, VINYL	0	0
S	59200E	SEAT BELT(S)	ALL SEAT BELTS - ADJUSTABLE D-RING, BLACK	0	0
S	XRXB1X	STEERING WHEEL ADJUSTMENT	TILT / TELESCOPIC STEERING COLUMN	0	0
S	LYXF1X	STEERING WHEEL SWITCHES	FLAT BOTTOM STEERING WHEEL, WITH BUTTON CONTROLS	0	0

				WEIGHT (LB)	
CAB EXTERIOR			**DESCRIPTION**	FRONT	REAR
S	438003	CAB SUSPENSION TYPE	CAB SUSPENSION TYPE, AIR	0	0
S	P8XB8X	HEADLAMPS	HEADLAMPS, LED - HEATED	0	0
S	6MEB4X	HOOD RADIATOR GRILLE, FINISH	HOOD RADIATOR GRILLE FINISH, MATTE BLACK	0	0
S	W9EAFX	FRONT BUMPER FINISH	STEEL FRONT BUMPER, PAINTED GLOSS BLACK	0	0
S	42400Q	DOOR / WINDOW FEATURES	ELECTRIC WINDOWS AND DOOR LOCKS	0	0
S	Q4XADX	DOOR WINDOW FRONT	PEEP WINDOW ON PASSENGER SIDE DOOR	0	0
	1520F2	MIRRORS - EXTERIOR	HEATED AND MOTORIZED MIRRORS BOTH SIDES, BLACK (Anthem mirror)	29	0
S	58700D	GRAB HANDLES	EXTERIOR GRAB & DOOR HANDLES	0	0

				WEIGHT (LB)	
WHEELS & TIRES			**DESCRIPTION**	FRONT	REAR
	900AS0	TIRES BRAND/TYPE - FRONT	11R22.5 G BRIDGESTONE R268 ECOPIA (12350 lbs) (Total for QTY = 2)	243	0
	5310Z1	WHEELS - FRONT	22.5x8.25 ACCURIDE, 43644x POLISHED ALUMINUM DISC (Total for QTY = 2)	80	0
	FWT002	FRONT AXLE TIRE & WHEEL QUANTITY	TWO FRONT TIRES & WHEELS	0	0
	901090	TIRES BRAND/TYPE - REAR	11R22.5 G BRIDGESTONE M760 ECOPIA (23360 lbs) (DRIVE ONLY) (Total for QTY = 4)	0	538
	346186	WHEELS - REAR	22.5x8.25 ACCURIDE, 43644x POLISHED ALUMINUM DISC (Total for QTY = 4)	0	159
	RWT004	REAR AXLE TIRE & WHEEL QUANTITY	FOUR REAR AXLE TIRES & WHEELS	0	0

				WEIGHT (LB)	
PAINT			**DESCRIPTION**	FRONT	REAR
S	924014	PAINT TYPE	SOLID PAINT	0	0
S	944CQ2	PAINT COLOR - FIRST COLOR	GLACIER WHITE; P3029	0	0

				WEIGHT (LB)	
BASE WARRANTY & PURCHASED COVERAGES			**DESCRIPTION**	FRONT	REAR
S	M583Z9	ENGINE TOWING WARRANTY	ELECTRIC CONTROL SYSTEM & ELECTRIC POWERTRAIN TOWING, 36 MO/150K MILES	0	0
S	M79002	ELECTRIC CONTROL SYSTEM	36 MO/150K MILES - BASE ELECTRIC CONTROL SYSTEM COVERAGE	0	0
S	M80002	ELECTRIC POWERTRAIN	36 MO/150K MILES - BASE ELECTRIC POWERTRAIN COVERAGE	0	0
S	M81002	BATTERY - ELECTRIC TRUCK	36 MO/150K MILES - BASE BATTERY COVERAGE	0	0
S	M82998	MACK ULTRA SERVICE	NO SERVICE CONTRACT INCLUDED	0	0
S	898002	VEHICLE WARRANTY TYPE	NORMAL DUTY WARRANTY CLASSIFICATION	0	0

TECHNICAL SPECIFICATION *(cont.)*

				WEIGHT (LB)	
BASE WARRANTY & PURCHASED COVERAGES			**DESCRIPTION**	FRONT	REAR
S	M50020	BASIC CHASSIS COVERAGE	NORMAL DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (160,934 KM)	0	0
S	M51998	ENGINE WARRANTY	W/O ENGINE PLAN COVERAGE	0	0
S	M56026	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE	0	0
S	M57028	CHASSIS TOWING WARRANTY	STANDARD CHASSIS TOWING 90 DAYS OR 5,000 MILES	0	0

				WEIGHT (LB)	
SERVICES			**DESCRIPTION**	FRONT	REAR
S	S03033	MACK INTEGRATED UPTIME	GDC DIAGNOSTICS, ONECALL & ASIST - 24 MONTHS	0	0
S	S06018	PARTNERED SERVICES	GEOTAB PRO FOR MACK TRUCKS - 12 MONTH	0	0

FRONT / REAR AXLE WEIGHTS (LB)	8601	5336
TOTAL WEIGHT (LB)	13936	

PERFORMANCE - PREDICTOR

Inputs Required	DWGRef	Inputs	UOM
Vehicle Type		Aero Muscle Hood - Roof Fairing (0.60)	MPH
Performance Level		>67 MPH / >108KPH	MPH
Frontal Area		110.0	FEET²
Accessory Power Loss		11.0	HP

VEHICLE SPECIFICATION SUMMARY		
Model		CS 42R BE MEDIUM DUTY, CLASS 7
Gross Combination Weight		TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED
Vehicle Application		CITY, STARTING GRADES<6%
Body/Trailer Type		SERVICE/UTILITY TRUCK
Loading/Unloading Surface Type		ASPHALT LOADING AND / OR UNLOADING SURFACE
Engine		
Peak Power		@ -
Peak Torque		@
Transmission		
Rear Axle		21000# (9525 kg) MERITOR MS-21-14X, (W/ DIFF LOCK) CASING 11.0mm
Rear Axle Ratio		5.57
Rear Tire		11R22.5 G BRIDGESTONE M760 ECOPIA (23360 lbs) (DRIVE ONLY)
Tire Revolutions per	Mile	493
Total Reduction		0.00

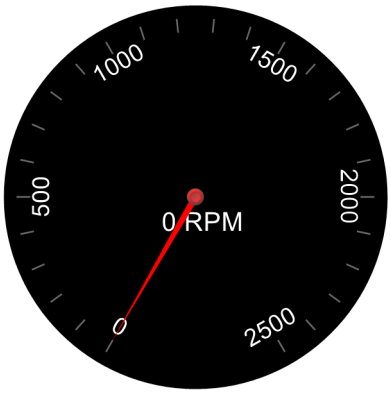
CALCULATED PERFORMANCE SUMMARY					
	Speed	UOM	RPM	Desired / Recommended Value	Status
Engine RPM @ 65 MPH	65.2	MPH			
Engine RPM @ Desired Cruise Speed	70.2	MPH	0	0 - 0 rpm	OK
Engine RPM @ Road Speed Limit (RSL)	0.0	MPH	0	< 0 rpm	OK
Sweet Spot Cruise Speed Range in Top Gear	-		-		
Top Gear Speed Range	-		-		OK
Minimum Practical Speed In Reverse					
Maximum Practical Speed in Reverse					
Minimum Practical Speed In Lowest Forward Gear					
Maximum Practical Speed In Lowest Forward Gear					

	Concrete / Asphalt	UOM		
Wheel HP Required at (65 MPH) Cruise Speed	/			
Wheel HP Required at (75 MPH) Road Speed Limit	/			
Wheel HP Required at (92 MPH) Top Speed	/			

PERFORMANCE - PREDICTOR *(cont.)*

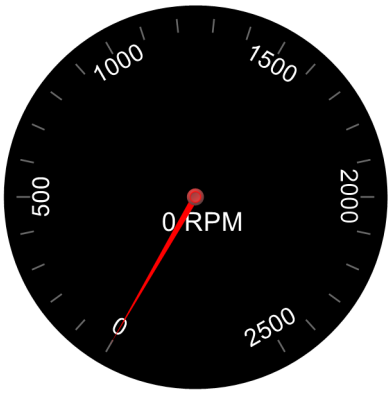
VEHICLE SPECIFICATION SUMMARY			
Gradeability		Recommended Min. Gradeability in Top Gear	
Maximum in Top Gear (Concrete)	%	%	OK
Maximum in Top Gear (Asphalt)	%	%	OK
Startability		Recommended Min. Startability	
In Lowest Gear	0.0%	6.0%	CHECK!
Loading/Unloading Surface Type	ASPHALT LOADING AND / OR UNLOADING SURFACE		
		Recommended Speed on 1.5% Grade	
Speed on a 1.5% Grade (Concrete)		>0	OK
	@ rpm in th gear		
Suggested Value for Gear Down Vehicle Speed	RSL - 10		
Driveability Rating	Status		
100% Max Power available after shift			
>95% Very Good >90% Acceptable			
Performance Level	Recommended Speed on 1.5% Grade	Min. Gradeability in Top Gear	
PL5 - High Performance	>67 MPH	1.9%	
PL4 - Performance	61 - 67 MPH	1.7%	
PL3 - Economy	54 - 60 MPH	1.5%	
PL2 - Fleet / Construction	47 - 53 MPH	1.3%	
PL1 - Heavy Haul	40 - 46 MPH	1.1%	

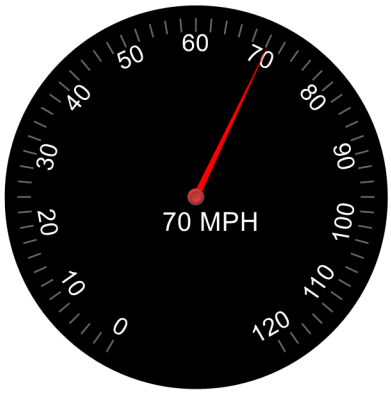
RPM at 65 MPH





RPM at Cruise Speed





	MPH	RPM
Minimun of Engine Range	0.0	0.00
Minimum of Economy Range	0.0	0.00
Cruise Speed	70.2	0.00
Maximum of Economy Range	0.0	0.00
Road Speed Limit	0.0	0.00
Maximum of Engine Range	0.0	0.00

Forward Geared Speed

No Data Available

Reverse Geared Speed

No Data Available

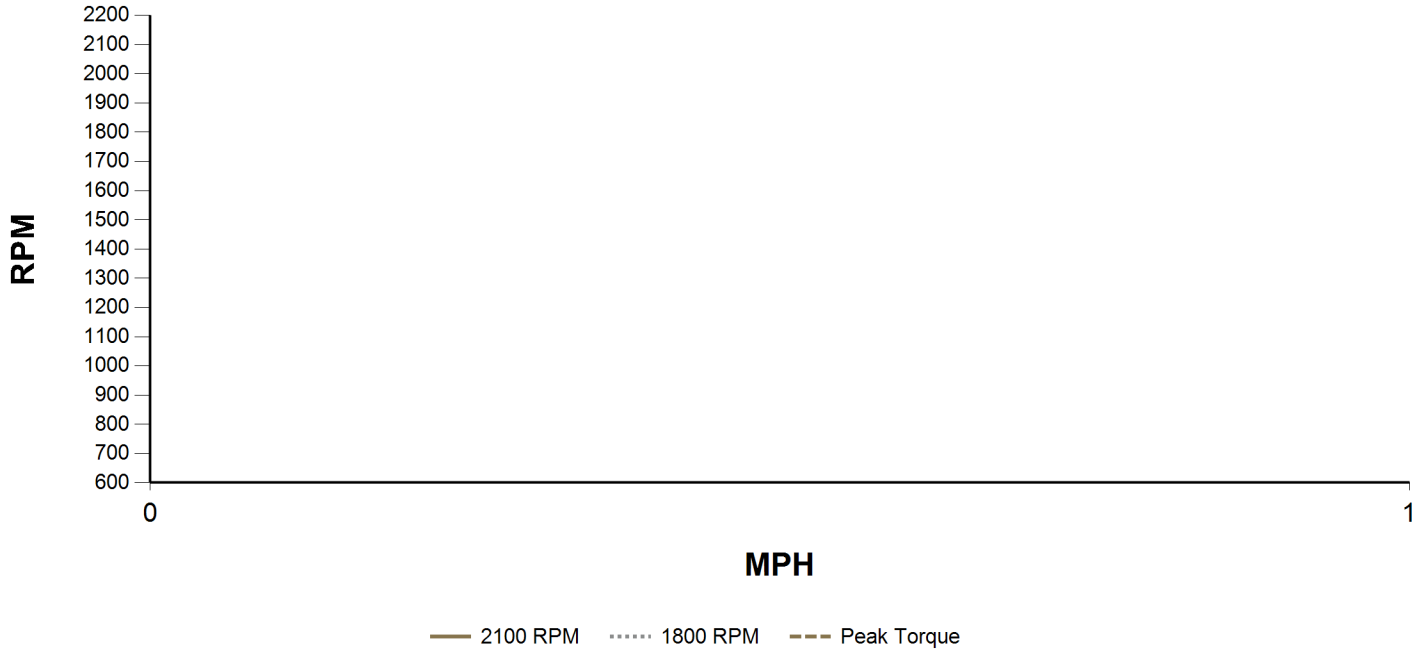
Startability

No Data Available

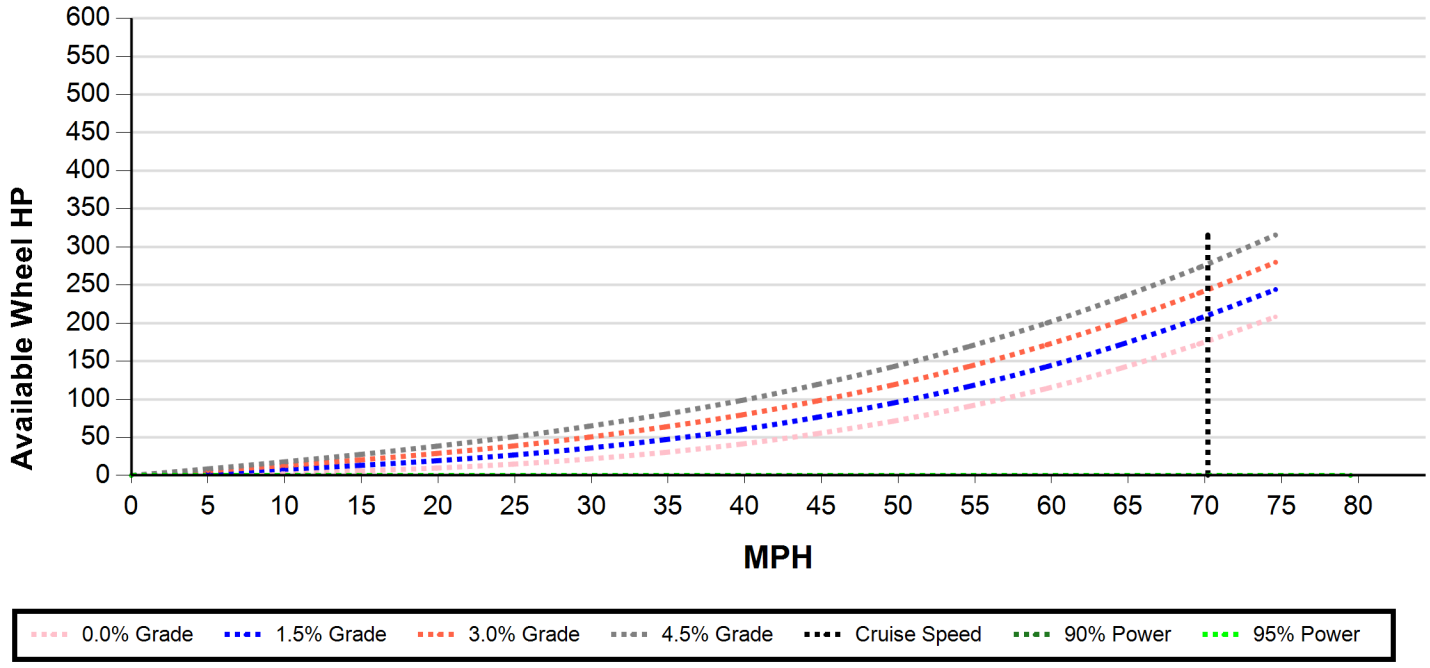
Gradeability at Max Torque

No Data Available

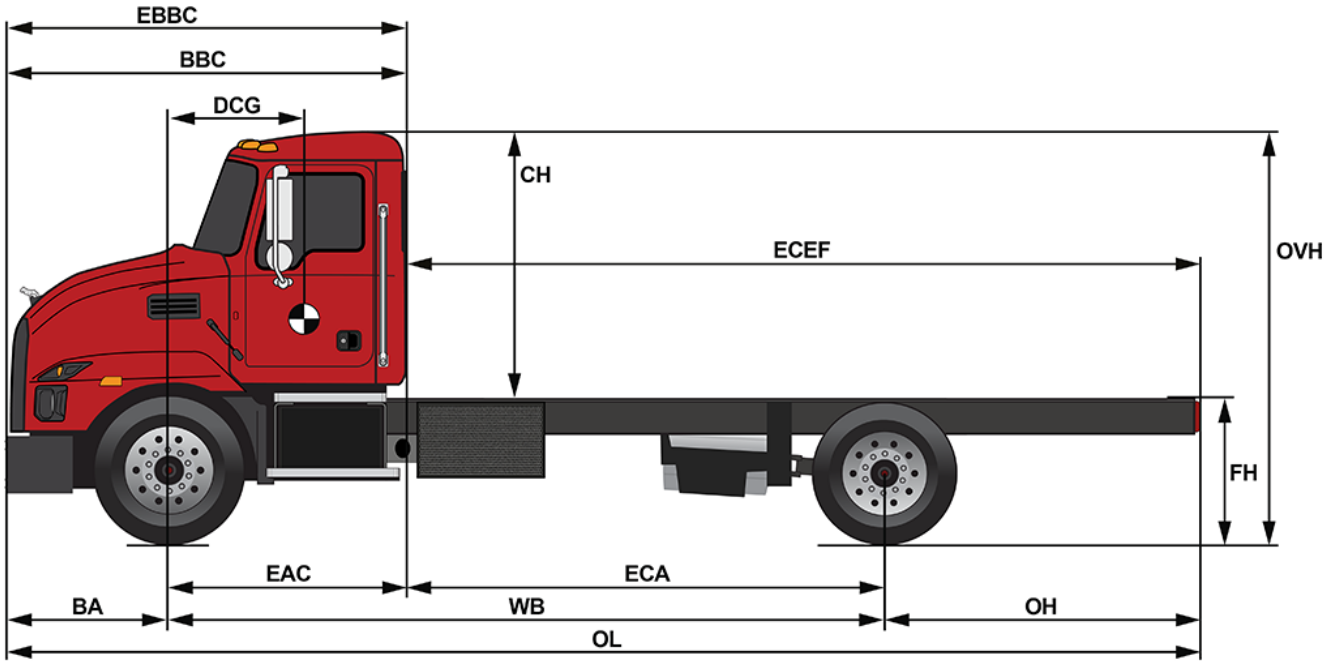
Shift Chart



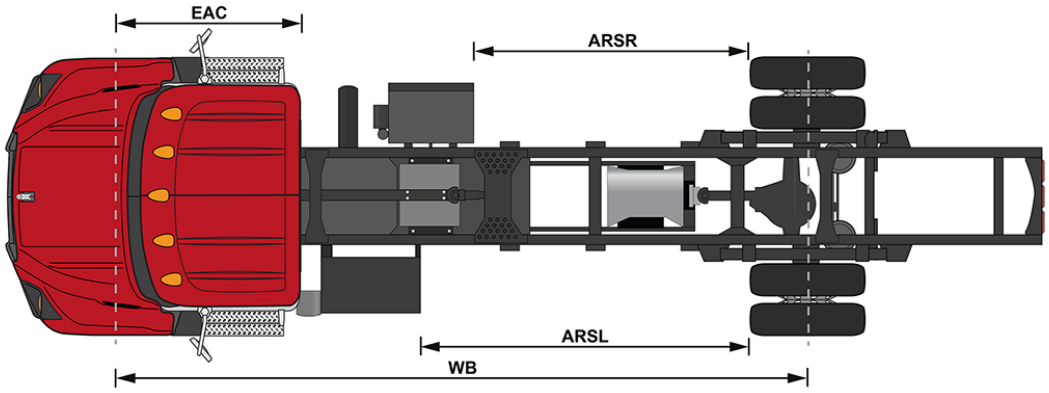
Horsepower VS. Speed



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY			
Description	Dwg Ref	Length	UOM
Front Frame Extension	**FE**	0.0	INCHES
Bumper to Front Axle	**BA**	40.0	INCHES
Eff. Bumper to Front Axle	**N/A**	40.0	INCHES
Wheelbase	**WB**	216.9	INCHES
Rear Overhang	**OH**	85.0	INCHES
Overall Length	**OL**	342.0	INCHES
Bumper to Back of Cab	**BBC**	107.0	INCHES
Eff. Bumper to Back of Cab	**EBBC**	107.0	INCHES
Eff. Cab to Rear Axle	**ECA**	149.9	INCHES
Eff. Front Axle to Back of Cab	**EAC**	67.0	INCHES
Eff. Cab to End of Frame	**ECEF**	235.0	INCHES
Unladen Frame Height	**FH**	40.9	INCHES
Cab Height	**CH**	69.1	INCHES
Overall Height	**OVH**	110.0	INCHES
Driver CG	**DCG**	59.1	INCHES

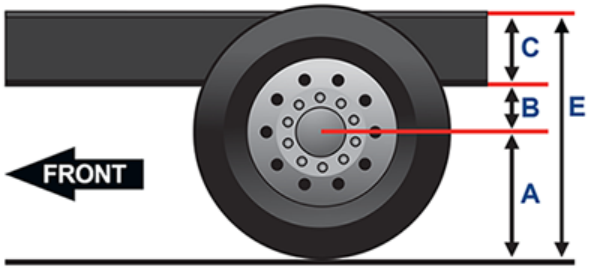


VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Description	Sales Code	Dwg Ref	Left Value(in)	Right Value(in)
Wheelbase	N/A	WB	216.9	216.9
Available Rail Space Right	N/A	ARSR	N/A	10215.9
Available Rail Space Left	N/A	ARSL	10215.9	N/A
Eff. Front Axle to Back of Cab	N/A	EAC	67.0	67.0

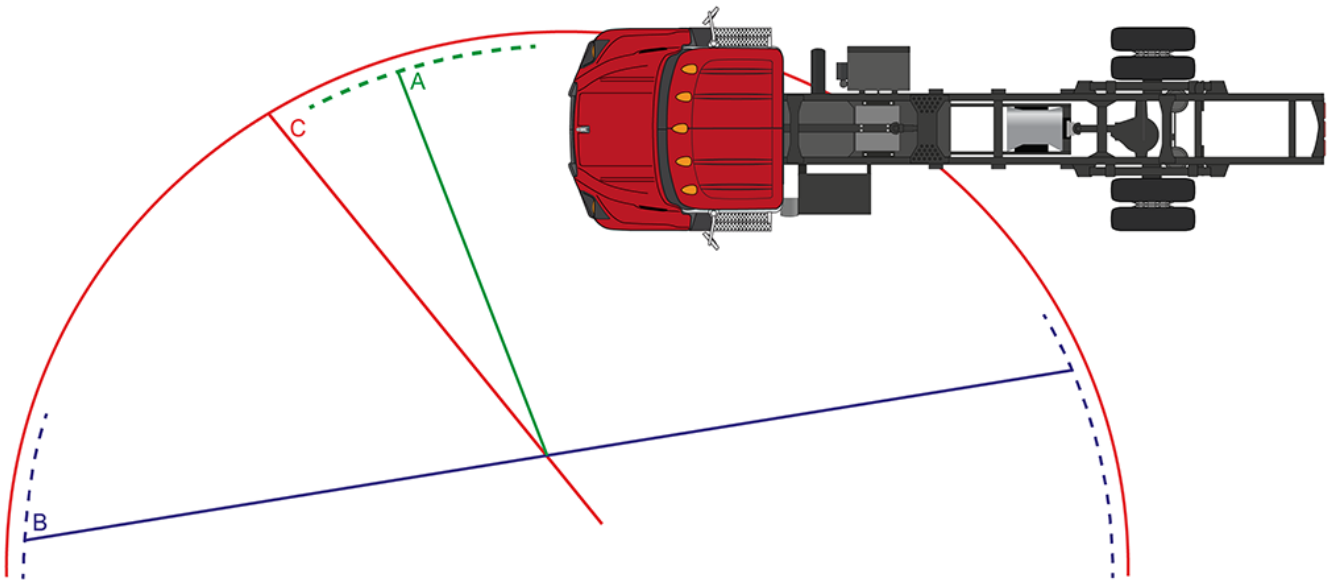


Top View image is intended for illustration purposes only and is not presented to scale. Wheelbase, Axle Spacing and After frame are not shown as specified, but are a representation. Customer Adaptation (CA) options and relocated components are not represented in these images. Most CA options impact the variation of the image, thus an image may not populate. Calculations are approximate to a tolerance of ± 4 inches due to component mounting variation. Certain chassis component options are NOT represented in the Top View image, such as, but not exclusive to, Front Frame Extensions, Fuel Water Separators, Air Dryers, PTOs, Fifth Wheels, Chassis Fairings, Toolboxes, Trailer Connections. For further information on these items and their respective locations on your specification, please refer to the data sheets associated with those items in the configurator.

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY					
			Rear		
Description	Sales Code	Dwg Ref	Unladen	Laden	UOM
Tire Radius	901090	**A**	21.1	19.6	INCHES
Suspension Height	260AA5	**B**	9.5	8.0	INCHES
Frame Depth	YBXD1X	**C**	10.2	10.2	INCHES
Total Height	N/A	**E**	40.9	37.8	INCHES



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY			
Description	Dwg Ref	Length	UOM
SAE Turning Radius	**A***	31.5	FEET
Adjusted Turning Radius	**A**	32.6	FEET
Curb-to-Curb Diameter	**B**	66.1	FEET
Wall-to-Wall Diameter	**C**	77.7	FEET



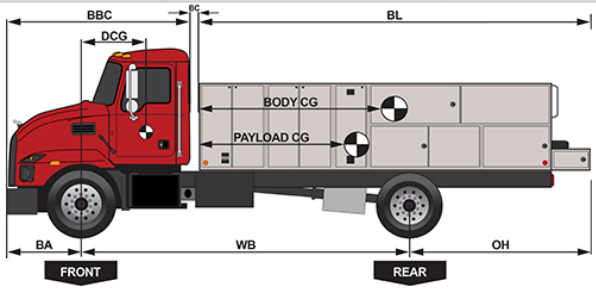
Tests have shown that the true location of the turning center is further to the rear than midway between drive axle sets (where applicable)

The actual location of the turning center depends on:

- Whether the drive tire equipment is single or dual.
- The overall load distribution for the vehicle (front/rear, between drive axles) in a loaded condition
- Manufacturing tolerances within the steering components

Inputs Required	DWGRef	Inputs	UOM
Driver(s) & Equipment Weight		201	LB
Total Body Length	TL	16.4	FEET
Body Tare Weight		3501	LB
Front of Body to Body CG	BODY CG	96.0	INCHES
Additional Clearance from Back of Exhaust to Front of Body	BC	6.0	INCHES

VEHICLE SPECIFICATION SUMMARY				
Description	Description	Dwg Ref	Length	UOM
Bumper to Front Axle	N/A	BA	40.0	INCHES
Wheelbase	N/A	WB	216.9	INCHES
Rear Overhang	N/A	OH	85.0	INCHES
Bumper to Back of Cab	N/A	BBC	107.0	INCHES
BOC Exhaust Space	130AA1	N/A	0.0	INCHES
Driver CG from Front Axle	N/A	DCG	59.1	INCHES



CALCULATED PERFORMANCE SUMMARY				
Tare Weights	Front Axle	Rear Axle (s)	Total	UOM
Chassis	8601	5336	13936	LB
Driver(s) & Equipment Weight	147	55	201	LB
Fuel	0	0	0	LB
Body/Trailer	773	2729	3501	LB
Total Tare	9519	8119	17637	LB
Payloads				
First Body Payload	-1243	-4393	-5637	LB
Total - Lift Axles Down	8275	3725	12000	LB
GAWR	12000	0	12000	LB

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Sub-Category	Sales Code	Sales Code Description	Value	UOM
Front Axle	2400S0	12,000LB MERITOR MFS+ 5400 KG	12000	LB
Front Suspension	2440C4	MACK TAPERLEAF 12300# (5500 KG) GROUND LOAD RATING	12000	LB
Front Tires	900AS0	11R22.5 G BRIDGESTONE R268 ECOPIA (12350 lbs)	12351	LB
Front Wheels	5310Z1	22.5x8.25 ACCURIDE, 43644x POLISHED ALUMINUM DISC	14801	LB
		Front GAWR	12000	LB
Rear Axle	2520O2	21000# (9525 kg) MERITOR MS-21-14X, (W/ DIFF LOCK) CASING 11.0mm	21000	LB
Rear Suspension	260AA5	21000# (9525kg) MULTILEAF	21000	LB
Rear Tires	901090	11R22.5 G BRIDGESTONE M760 ECOPIA (23360 lbs) (DRIVE ONLY)	23369	LB
Rear Wheels	346186	22.5x8.25 ACCURIDE, 43644x POLISHED ALUMINUM DISC	29601	LB
		Rear GAWR	0	LB
		Truck GVWR	12000	LB
		Gross Combination Weight Rating	0	LB
		Tax Value GVWR (USA FET Only)	12000	LB

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CONTRACT EXTENSION

Contract Number: 110421-TER

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

Terex
500 Oaktown Road

Watertown, South Dakota 57201
(Vendor)

have entered into Contract Number: 110421-TER
for the procurement of: Public Utility Equipment with Related Accessories and Supplies

The Contract has an expiration date of 2025-12-27 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-12-27 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

8/27/2025 | 7:52 PM CDT
Date

DocuSigned by:
Stephanie Evans
EBF11B993A72423...
Authorized Signature

Stephanie Evans
Name

Commercial Business Manager
Title

9/2/2025 | 6:19 AM PDT
Date

DocuSign Envelope ID: 11B4056B-15E7-47FD-8945-1885AFE7EAA2

Solicitation Number: RFP #110421

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Terex Utilities, Inc., 3140 15th Avenue SE, Watertown, SD 57201 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Utility Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity. Supplier's Limited Product Warranty is applicable to all Equipment, Products, and Services provided.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within ten days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will repair or replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities under this Contract. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

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circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Except to the extent of the negligence or willful misconduct of the respective indemnitee, Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. No party shall be liable hereunder for incidental, indirect, or consequential damages, even if advised of the possibility thereof.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

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2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any potential liability for damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Terex Utilities, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Jim Lohan 15EEB2AEF7BC437...
By: _____	By: _____
Jeremy Schwartz	Jim Lohan
Title: Chief Procurement Officer	Title: VP Sales and Marketing
Date: 12/20/2021 | 2:15 PM CST	Date: 2/1/2022 | 5:37 AM PST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 2/1/2022 | 7:41 AM CST

RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Terex Utilities
Does your company conduct business under any other name? If yes, please state:	Terex Utilities, Inc., Terex Services, Terex USA LLC, Terex GmbH
Address:	3140 15th Avenue SE Watertown, South Dakota 57201
Contact:	Michael Lenling
Email:	michael.lenling@terex.com
Phone:	940-704-9146
HST#:	

Submission Details

Created On:	Monday October 25, 2021 10:54:07
Submitted On:	Thursday November 04, 2021 12:54:24
Submitted By:	Michael Lenling
Email:	michael.lenling@terex.com
Transaction #:	bf572454-f3b5-451c-8873-bb6be1574db5
Submitter's IP Address:	165.225.217.48

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Terex Utilities, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Terex USA LLC, Terex GmbH	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Terex Utilities, Terex Services, Terex USA LLC, Terex GmbH	*
4	Proposer Physical Address:	3140 15th Avenue SE Watertown, SD 57201	*
5	Proposer website address (or addresses):	www.terex.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jim Lohan VP Sales and Marketing 3140 15th Ave SE, Watertown, SD 57201 jim.lohan@terex.com (612) 730-6927	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Lenling Territory Sales Manager 3155 S Burleson Blvd, Burleson, TX 76028 michael.lenling@terex.com (940) 704-9146	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stephanie Evans Sales Operations Manager 3140 15th Ave SE, Watertown, SD 57201 stephanie.evans@terex.com (605) 882-5604 Michele Laurie Technical Support Manager 3140 15th Ave SE, Watertown, SD 57201 michele.laurie@terex.com (605) 884-3837	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Terex Utilities, founded in 1945 with the advent of the groundbreaking Tel-E-lect digger derrick, has been rooted in the growth and maintenance of this nation's utility infrastructure for well over 70 years. We've seen the good times and the bad and through it all, we've been there for you. We've listened to you when you've approached us with problems that you run into during your daily operations and have turned them into workable solutions for you…throughout your good times and your bad times. Now, as we're traveling together into the 21st century, we are proud to be a part of the next exciting phase of providing you with state-of-the-art solutions steeped in the tradition of those people that built the power and communication grid…hard-working and inventive. Digger Derrick Development The 50's and 60's saw three innovations were introduced that are still in use today - the Rite-Way auger storage bracket. PG (pole grabbing) winch, and the hydraulic collector block. With the latter, for the first time digger derricks could rotate continuously and without restriction making them a much more versatile machine. The Telecon (TELelect ECONomy) was introduced which allowed a digger to be mounted on a smaller, lighter and more maneuverable chassis. The Commander I Series digger derrick was developed featuring two innovations that are still used as the standard today, box constructed booms and dual lift cylinders. Also we developed and introduced the first fiberglass third section built to eliminate pin-on third sections. We can't rest on our laurels however, and we're continuing to lead innovations today. Aerial Device Development The 70's, 80's and early 90's saw us broadening our equipment offerings to include aerial devices. The first was named the "Zip Boom" family and consisted of a telescopic aerial and a articulated aerial. A unique fiberglass boom manufacturing process was developed resulting in the Tele-Glass boom. 1992 was a pretty big advancement for us in the aerial device product category as we added one of the best known names to our family – Hi-Ranger. The name still arouses passion and continues to be used as a model designation for all of our aerial devices today. Right on the heels of that announcement was the introduction of the hydraulic lift which allowed aerial devices to add height to the working envelope without adding additional boom length by elevating the complete aerial device 15' higher. We've since added different configurations and heights which gives our products exceptional flexibility. And, of course, we're not done! Auger Drills & Auger Tooling Development We continue to develop our business from the ground up. Not only product development but through research, design, safety and our service channels. As with the recent addition of Auger Drills and Auger Tooling, we continue to expand into markets for continued growth. Compact and powerful Terex Auger Drills offer a wide range of drill speeds and the highest drill torque per class. In addition, Terex offers a vast line of auger tools for hard rock, dirt, and high production drilling, as well as coring systems, pilots, bits, hubs, boring heads, and shank plates. Today, we operate around the globe and we are properly positioned to help you even more. With our products, our innovations and our commitment to being right beside you, we look to partner with you into the next century . . . and beyond! Terex Utilities works for you by listening, responding and delivering solutions with speed. We understand yoru challenges. We have a diverse team of people who are committed to delivering reliable equipment to you. We work to develop innovative technology and services quickly. All of this is in an effort to find solutions that allow you to work more efficiently. Terex Way Values Integrity Respect Improvement Servant Leadership Courage Citizenship	*
10	What are your company's expectations in the event of an award?	Terex will provide a quality product, with support and service after the sale.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	NYSE ticker symbol: TEX https://investors.terex.com/investor-relations/financial-reporting/annual-reports/default.aspx Terex-Corporation-2020-Annual-Report Form 8-K	*
12	What is your US market share for the solutions that you are proposing?	35%	*
13	What is your Canadian market share for the solutions that you are proposing?	30%	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B. Manufacturer / Service Provider Terex Utilities is a leading manufacturer of utility equipment. We are also a large provider of service and parts for the utility equipment industry. We have a network of Account Managers across the majority of the United States with the exception of New England States and Florida. In these two areas we work through a third party distributor. The Account Managers covering the majority of the United States are our team members.	*

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	None are required. ISO 9001:2015. We are certified through June of 2024.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We do not have any.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Forbes' "The Just 100: America's Best Corporate Citizens in 2016!" Arbor Age A+ New Products Award for the XT PRO Series of Tree Trimmers Construction Equipment Top 100 Winner for the Hi-Ranger LTM Series	*
19	What percentage of your sales are to the governmental sector in the past three years	15%.	*
20	What percentage of your sales are to the education sector in the past three years	less than 5%.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We currently only hold a contract with Sourcewell but are exploring other cooperative purchasing options. While exact sales dollars is confidential, cooperative purchasing has increased incrementally each of the last 3 years. Over the last 3 years, our Sourcewell utilization has increased 68% from 2019-2020, and from 2020-2021 an increase of 59%. Total utilization increase from this period of 2019-2021 is almost 2.5x.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
North Texas Tollway Authority	Floyd Spencer - Fleet Manager	(214) 224-2268	*
CoServ	Tim Meyer - Fleet Manager	(940) 368-9294	*
Rusk County Electric Coop	Jim Dickeson - Operations Superintendent	(903) 646-3042	*
Seattle City Light	Dustin Atkin	(206) 459-3446	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Seattle City Light	Government	Washington - WA	Supplied and supplying distribution aerial and digger derrick devices.	undisclosed / confidential.	undisclosed / confidential.	*
Washington State DOT	Government	Washington - WA	Supplied and supplying distribution aerial devices.	undisclosed / confidential.	undisclosed / confidential.	*
Tennessee Valley Authority	Government	Tennessee - TN	Supplied transmission aerial devices.	undisclosed / confidential.	undisclosed / confidential.	*
City of Tallahassee	Government	Tennessee - TN	Supplied distribution aerial devices.	undisclosed / confidential.	undisclosed / confidential.	*
Los Angeles Department of Water and Power	Government	California - CA	Supplied distribution aerial devices.	undisclosed / confidential.	undisclosed / confidential.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Terex Utilities, along with distributors and rental partners Commercial Truck Equipment, JA Kiley Company, NESCO, Ring Power, Scott Powerline, Custom Truck One Source (CTOS) and Wajax continue to create the most comprehensive sales, rental and service offerings across North America for electric utility customers.	*

26	Dealer network or other distribution methods.	Our combined investments have an expansive network with a footprint of 20 factories and final-stage manufacturing locations, 60 service centers and 240 mobile hydraulic technicians – all working together to support our customers with shorter lead times on new equipment, outstanding rental availability, and the right parts and service support when and where they need it. We are committed and engaged with our partners to listen, understand and quickly provide innovative solutions for electric utility customers.	*
27	Service force.	Terex Services offers a broad range of service solutions focused on keeping customers' equipment and their operators productive and safe. Terex Services has more than 200 factory-trained technicians and more than 20 factory branch locations to service Terex aerial devices, digger derricks, construction equipment, mobile cranes and Genie booms and lifts. From inspections for compliance regulations, preventative maintenance work and general repairs to reconditioning, refurbishment and replacement parts, Terex Services provides quality work performed by factory trained technicians that are dedicated to increasing the uptime of your aerial work platform, construction, mobile crane and utility equipment.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Direct orders will be handled by Terex. Once the opportunity has been quoted and the customer approves to move forward, the Terex Territory Sales Manager (TSM) will receive a PO and/or signed Coversheet (1st page of quote) from the customer. The TSM will then submit the order internally for processing. Once the order has been processed, a Sales Order Acknowledgement will be created internally and provided to the TSM who will then pass this document to the customer. If the order comes from a Terex Dealer Partner, the order will be processed thru that respective dealer and Terex will be notified that the Sourcewell contract was utilized	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Terex Services offers a broad range of service solutions focused on keeping customers' equipment and their operators productive and safe. Terex Services has more than 200 factory-trained technicians and more than 20 factory branch locations to service Terex aerial devices, digger derricks, construction equipment, mobile cranes and Genie booms and lifts. From inspections for compliance regulations, preventative maintenance work and general repairs to reconditioning, refurbishment and replacement parts, Terex Services provides quality work performed by factory trained technicians that are dedicated to increasing the uptime of your aerial work platform, construction, mobile crane and utility equipment.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Terex strives to continue to provide high-quality equipment and services (branch and field services) to all customers including both Sourcewell participating entities and non-participants in the United States and Canada. Terex TSM's, Field Service Technicians, and Service Branches, along with our dealer partner network and their service capabilities, are devoted to supporting our customers and providing top-notch customer service. We strive to be the most customer-responsive company in the industry as determined by our customers. We are driven by our mission to provide solutions to our customers that yield superior productivity and return on investment. It is Terex commitment to serve all customers with the highest level of integrity.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Terex strives to continue to provide high-quality equipment and services (branch and field services) to all customers including both Sourcewell participating entities and non-participants in the United States and Canada. Terex TSM's, Field Service Technicians, and Service Branches, along with our dealer partner network and their service capabilities, are devoted to supporting our customers and providing top-notch customer service. We strive to be the most customer-responsive company in the industry as determined by our customers. We are driven by our mission to provide solutions to our customers that yield superior productivity and return on investment. It is Terex commitment to serve all customers with the highest level of integrity. Our dealer network in Canada has been an extension of Terex Utilities for many years. In 2018, Terex added two new factory dealer representatives covering Canada. Both of these representatives are familiar with the Sourcewell process and have been instructed to promote Sourcewell for the Canadian market as well.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our sales and service network covers from coast to coast in the US and all the population centers of Canada.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Terex will fully serve all Sourcewell participating entity sector customers throughout the entire United States and through our dealer partners both in the United States and Canada.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Third parties are utilized for both Hawaii and Alaska. Hawaii DMS Diesel Repair, LLC 24 Railroad Ave Hilo, HI 96720 Alaska Seaside Diesel Repair 5741 Concrete Way Juneau, AK	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our Marketing strategy would be to assign ownership to an Account Manager who would take the lead role and provide direction to other Sales people located in areas where we expect to have the most interaction.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Terex Utilities currently has a Twitter account (www.twitter.com/TerexUtilities), a Facebook account (www.Facebook.com/TerexUtilities), and also a LinkedIn account (www.linkedin.com/company/terexutilities/). Each outlet is used to post articles and information about our products and services. Another tool we use is Pardot, which allows us to create, deploy and manage online marketing campaigns. Through our utilization of Pardot and Salesforce, we are able to drive greater results from service and equipment marketing campaigns.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is currently part of our municipal and coop sales strategy. In every case possible we promote the value and simplicity of using Sourcewell to speed up or eliminate the bid process. In many cases we can convert the customer from going out to bid and use Sourcewell as a resource. Due to Sourcewell flexibility we have converted opportunities from using other state contracts to Sourcewell as well.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Replacement Parts for Terex Utilities are available for purchase through an online e-commerce platform shared with our AWP (Genie) division. Customer's with (B2B) or without (B2C) an account for either product line can be setup with online access. This provides live price and availability and access to placing orders from our parts catalog through both of our North American distribution hubs (Southaven, MS & North Bend, WA). The system also offers access to shipment tracking and invoicing. Accounts can also be configured to receive email acknowledgements and shipping confirmations to the individual that placed the order. www.myparts.terex.com (B2C) www.parts.terex.com (B2B)	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Terex offers onsite unit specific mechanic training tailored to the needs of the customer. We also offer operator training ranging from unit in-services to our Digger Derrick and Aerial Device Edge Operator Safety Training Programs. We also offer an extensive online course selection which includes: Aerial Inspections, Digger Derrick Inspections, Dielectric Testing, Driver Safety Training, Hydraulic Troubleshooting, Aerial Edge Operator Safety Training and Digger Derrick Operator Safety Training programs. Additionally we also offer Tech-Tips which take a technician step-by-step through numerous maintenance procedures on our public website.	*
40	Describe any technological advances that your proposed products or services offer.	Terex builds its reputation on reliability and not just having technological advances but making those technologies robust enough for the environment they are applied into. It is easy to make technological advances it is harder to make them reliable able to stand over time. That is where Terex excels. Terex continues to offer product innovations for safety, performance, green energy, and maintenance.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Terex has been down the road of high cost highly complex “Green” technology that provides very little theoretical payback and many times a net negative payback in actual practice. Terex has evolved in our outlook on “Green” Initiatives and in 2015 began developing the HyPower IM system. The HyPower IM system utilizes plug in battery power to do what batteries do best, eliminate idle, but relies on the engine for it to do what it does best and that is move the truck and booms. Terex realized a lower cost, lower weight, less complex system could be developed which eliminated a large part of the fuel burn and carbon emissions as well as noise in the duty cycle of equipment used in utility applications. It was developed around the simple idea of providing the customer the most advantages for the least cost and complexity and achieving a balance which would actually provide an economic benefit for the customer. In 2017 Terex made the decision that it would be the only “Green” system we would offer our customers going forward. In 2019, Terex partnered with Viatec to offer a new version of the HyPower system that operates completely independent from the chassis engine. The latest HyPower system can be upgraded with a variety of charge options and battery sizes. This new system provides real time feedback to the operator for idle hours mitigated, battery life, emissions saved. Terex opened a new manufacturing facility in 2020 that includes an onsite storm water treatment basin and drought resistant plantings, which include approximately 2,000 perennials and shrubs and prairie grass that is supportive of storm water infiltration and pollinator habitat. • The new facility also utilizes LED fi xtures, which have around 54% energy savings and LED Site poles, with around 70% energy savings. Terex works to meaningfully reduce waste and foster a culture of conservation. We continually work to identify waste reduction, recycling and re-use opportunities.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Terex Utilities is committed to providing accredited diverse business enterprises (“DBEs”), such as women, minority and service-disabled veteran owned businesses, maximum practicable opportunity to participate in providing products and services to Terex Utilities. By diversifying our supplier base, we enhance competition and innovation among our suppliers, which helps us to provide our customers with safe, reliable, and market competitive products. Terex Utilities has set a 5% goal on average for spending with DBEs. Terex Utilities achieves this goal through a supplier selection process focusing on local businesses, businesses in close proximity to our manufacturing facility, national DBE public web sites, and those suggest by our customer base.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Terex equipment is unique in that we traditionally have not cut corners when it comes to designing our equipment. Our welded derrick boom sections are the hardest boom in the industry to fabricate but provide the strongest strength to weight ratio. The same can be said for our rectangular, tapered fiberglass booms. All of our fiberglass booms are designed to maintain a strong bond with the steel which means they are many times stronger than required to meet industry required safety factors. This cost more money and takes more time but provides a much superior product that will maintain bonding and strength for the life of the equipment when used as designed. This has been the way our products have designed and built going back to the 1950’s and a proud tradition we carry on today.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes. See uploaded reference document, "TUFM 1050 Limited Product Warranty 1" and "Terex Utilities, Terms & Conditions of Sale, U.S".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All of our models are designed with intended use. If damage looks to be outside of normal use/wear and tear, communication is started with the customer to come to a resolution. See uploaded reference document, "TUFM 1050 Limited Product Warranty 1" and "Terex Utilities, Terms & Conditions of Sale, U.S".	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Standard warranty coverage includes 90 days of travel time and mileage, initiating at time of equipment delivery or vehicle in-service.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Terex has both certified field services technicians and service branches and leverages the field service and branch support of our dealer partners.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	See uploaded reference document, "TUFM 1050 Limited Product Warranty 1" and "Terex Utilities, Terms & Conditions of Sale, U.S". For equipment and install related items, Terex will cover the warranty. For chassis related issues, the OEM is responsible to provide warranty service.	*
50	What are your proposed exchange and return programs and policies?	Terex does not accept returns or exchanges of equipment. If a situation arises where a potential issue occurs, the situation will be reviewed and resolved via offering product training, field service, branch service, technical assistance, and will work with the customer on a mutually beneficial solution.	*
51	Describe any service contract options for the items included in your proposal.	Terex proposes a discounted hourly labor rate of services provided by Terex Branch and Field Service Technicians, included as an option in the RFP. Please see the uploaded document, "2022 Sourcewell Hourly Labor Rates_".	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	For Products or Services purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products or Services to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller may charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Seller shall be entitled to an equitable adjustment in the price of Products or Services in order to account for increases in the cost to Seller of labor or materials, or in the event of unanticipated or unforeseen circumstances.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	We offer Finance and Leasing solutions thru our Terex Financial Services. We can provide loans, fair market value leases, TRAC or Split TRAC Leases, Capital Leases. See uploaded "Financial Solutions" pdf.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Quote includes a coversheet to be executed with signature, date, and total dollar amount. This quote also includes the terms and conditions. For a new account, customers will be required to provide a W9 and fill out a Customer Information Form. See uploaded documents, "Cover Sheet Example" and "Terex Utilities, Terms & Conditions of Sale, U.S".	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Terex does accept the P-card procurement and payment process. The Sourcewell participating entity would be subject to a 2% for most P-Cards, but 3.25% for AmEx.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See provided pricing sheet for units and service.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Percentage range of discount is 2-5% (not including chassis).	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	A Sourcewell discount has been applied to the sale price of the units indicated in the attached document.	*
59	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	We facilitate these requests by adding "open market items" based on cost plus percentage. A quote is provided for "open market items".	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Chassis pricing has been excluded from our pricing response due to challenges acquiring/availability of chassis and related chassis pricing in the current marketplace. PDI & FAI will be included in the "open market items" depending on when the request is made.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery included in the Sourcewell contracted price with exception to Alaska, Hawaii, Canada, or any offshore delivery. These costs would be determined at time of final quote to customer.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Additional charges apply for delivery to Alaska, Hawaii, Canada, or any offshore delivery. These costs would be determined at time of final quote to customer.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	d. other than what the Proposer typically offers (please describe).	Terex pricing offered in this proposal is based on specifications developed specifically for Sourcewell participating entities.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	When an opportunity is first opened, the account manager selects "Sourcewell" when inputting in the information triggering the RFQ to use our contract pricing. Terex has one point of contact when it comes to Commercial Terms and another coordinator that tracks the invoicing thru our CRM system. Our system and process has been effective and reporting has been consistently provided to Sourcewell each month and quarterly under the current contract.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sourcewell metrics are tracked through our internal CRM system that provides us information such as past history, # of new opportunities, win rate, and more.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	Terex proposes a 1% administrative fee to Sourcewell.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Insulated Aerial Devices, Digger Derricks, Repair Service, and Inspections	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Terex Utilities can provide multiple types of equipment and services to Sourcewell members. We are a dealer for multiple service body manufactures and can upfit these at multiple locations across the US and Canada. We also tailor a service and inspection programs to maintain a safe operating fleet.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	(•) Yes ( ) No	Telescopic, articulated, and boom aerial lifts, buckets, and platforms.	*
71	Digger derricks, and cable placing, pulling, and tensioning equipment	(•) Yes ( ) No	Digger derricks	*
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	(•) Yes ( ) No	Digger derricks and auger tooling for various drilling conditions.	*
73	Utility locating equipment	( ) Yes (•) No	N/A	*
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	(•) Yes ( ) No	Repair Services, Equipment Remounts	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

Pricing - Pricing.zip - Thursday November 04, 2021 11:50:37
Financial Strength and Stability - Financial Strength and Stability.zip - Monday November 01, 2021 14:01:06
Marketing Plan/Samples - Marketing Plan_Samples.zip - Monday November 01, 2021 14:02:47
WMBE/MBE/SBE or Related Certificates - DBE figures YTD 2021.xlsx - Wednesday November 03, 2021 10:08:31
Warranty Information - TUFM 1050 Limited Product Warranty 1.pdf - Sunday October 31, 2021 20:19:04
Standard Transaction Document Samples - Standard Transaction Document Samples.zip - Monday November 01, 2021 14:04:40
Upload Additional Document - Terex Supporting Dcouments.zip - Monday November 01, 2021 14:06:25

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Lenling, Territory Sales Manager, Terex Utilities, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	☑	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	☑	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	☑	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	☑	1

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AMENDMENT #1
TO
CONTRACT #110421-TER

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Terex Utilities, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Public Utility Equipment with Related Accessories and Supplies to Sourcewell and its Participating Entities, effective February 1, 2022, through December 27, 2025 (Contract).

Supplier has updated its pricing terms, found in Line Item 60 under "Table 11: Pricing and Delivery." The first sentence of Line Item 60 is deleted in its entirety and replaced with the following:

> All chassis provided as sourced equipment will be cost plus 5% based on the cost at the time of the quote. Any changes in the chassis price due to model year changes or additional surcharges will be passed on to the customer at cost plus 5% as stated above.

Except as amended above, the Original Agreement remains in full force and effect.

So

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By:

Jeremy Schwartz, Chief Procurement Officer

Date: 8/1/2023 | 8:57 PM CDT

Te

DocuSigned by:
Jim Lohan
15EEB2AEF7BC437...

By:

Jim Lohan, VP Sales and Marketing

Date: 8/16/2023 | 8:40 AM PDT

Appr

DocuSigned by:
Chad Coauette
48BAF71B0894454...

By:

Chad Coauette, Executive Director/CEO

Date: 8/16/2023 | 10:42 AM CDT

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FY26 CLEAN TRUCK, BUS AND AIRPORT EQUIPMENT GRANT
CONTRACT NO. 526029

This Contract No 526029 is hereby made between City of Bozeman (Contractor) and the Montana Department of Environmental Quality (DEQ) for the purpose of replacing an old, high-polluting diesel aerial lift truck funded under this Contract. This Contract is issued in accordance with Title 18, Montana Code Annotated (MCA), and the Administrative Rules of Montana (ARM), Title 2, Chapter 5. The parties, in consideration of mutual covenants and stipulations described below, agree as follows:

SECTION 1. EFFECTIVE DATE AND DURATION

Performance of the Contract shall take effect on the date of final signature (execution date) and terminate 20 months after execution date. The services provided pursuant to Section A of Attachment A must be completed except for the assurances provided in Section A.2. of Attachment A, which is a continuing obligation, unless this Contract is terminated or modified as provided herein.

SECTION 2. SERVICES

Contractor shall follow all directions set forth in Attachment A: Scope of Work. All instances where "infrastructure" is referenced, that refers to the "Electric vehicle charging infrastructure."

SECTION 3. CONSIDERATION/PAYMENT

A. In consideration of services rendered pursuant to this Contract, the value of which constitutes good and sufficient consideration, DEQ agrees to reimburse Contractor 85% of the total cost for the purchase of one (1) new electric aerial lift truck up to a maximum of $499,788.10. Contractor agrees to provide at least 15% of the total aerial lift truck cost as match towards the purchase.
    1. Subject to DEQ approval of the documentation required under Attachment A, paragraph A, DEQ shall reimburse Contractor within 30 days after receipt and approval of said documentation.
    2. This Contract is funded through the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia.

SECTION 4. ACCOUNTING, AUDITING AND RETENTION OF RECORDS

A. Contractor shall maintain books, records, documents, other evidence directly pertinent to performance of work under this Contract and current accounting for all funds received and expended pursuant to this Contract in accordance with generally accepted accounting principles. Contractor's accounting system must be capable of allocating costs associated with this Contract in a manner that keeps these costs separate from the costs of other contracts, and Contractor shall so allocate all such costs accordingly.
B. DEQ, the Legislative Auditor, the Legislative Fiscal Analyst, the Wilmington Trust, or their authorized agents, have the right of access to accounting records of Contractor for purposes of inspecting, audit, excerpts, or transcripts of funds received and expended by Contractor pursuant to this Contract. Contractor shall maintain the records at the address of its Contract Manager (CM) in Section 15 and allow the entities in the preceding sentence to have access to them for review and copying during normal business hours for as long as the Contractor retains the records under paragraph IV.E. This Contract may be terminated by DEQ upon any refusal of Contractor to allow access to such records (§18-1-118, MCA).

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C. Contractor shall disclose all information and reports resulting from access to the records maintained in paragraph IV.A to any of the agencies referred to in paragraph IV.B.
D. Audits conducted under this section must be in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants and with established procedures and guidelines of the reviewing or auditing agency.
E. All books, records, reports, accounting, and other documents maintained by Contractor under this Contract must be retained for a period of eight years after either the completion date of this Contract, or the conclusion of any litigation, claim, audit or exception relating to this Contract taken by DEQ or a third party. Contractor may not destroy any records without first offering the records to DEQ.
F. If an audit shows that Contractor has not complied with federal or state laws and rules concerning the handling and expenditure of the funds received under this Contract, including any grant-related income, Contractor shall correct the areas of non-compliance within six months after DEQ receives the audit report.

SECTION 5. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

In accordance with §18-4-141, MCA, Contractor may not assign, transfer, or subcontract any portion of this contract, other than services related to the purchase and installation of the infrastructure, without the State's prior written consent. Any subcontracting of services under this Contract, must be done in a competitive manner. Contractor is responsible to DEQ for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and DEQ under this contract.

SECTION 6. DEFENSE/INDEMNIFICATION/HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the State and its elected and appointed officials, agents, and employees, from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of Contractor's negligent acts, errors, or omissions in work or services performed under this Contract, including but not limited to, the negligent acts, errors, or omissions of any Subcontractor or anyone directly or indirectly employed by any Subcontractor for whose acts Subcontractor may be liable.

SECTION 7. COMPLIANCE WITH LAWS

Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by Contractor subjects' subcontractors to the same provision. In accordance with section 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

SECTION 8. CONTRACT OVERSIGHT

A. **Right to Assurance.** If the State, in good faith, has reason to believe that Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this contract, the State may demand in writing that Contractor give a written assurance of intent to perform.

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Failure by Contractor to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at the State's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this contract.

B. **Stop Work Order.** The State may, at any time, by written order to Contractor, require Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the State after the order is delivered to Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The State Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

SECTION 9. CONFLICT OF INTEREST

For the purposes of the Montana Code of Ethics, Contractor and each of its employees and subcontractors, is a "public employee" for the purposes of this Section. As such, Contractor and each of its employees and subcontractors is subject to the requirements of Title 2, Chapter 2, MCA, regarding conflicts of interest, including but not limited to sections §2-2-104, §2-2-105, §2-2-121, and §2-2-201, MCA.

Contractor shall notify the State of any actual, apparent, or potential conflict of interest regarding any individual working on a work assignment or having access to information regarding a subcontract. Notification of any conflict of interest (which are defined as the same types of relationships as organization conflicts of interest, but applicable to an individual). If a personal conflict of interest exists, the individual who is affected shall be disqualified from taking part in any way in the performance of the assigned work that created the conflict-of-interest situation.

Contractor certifies that it has identified all current employees and proposed subcontractor's employees that will perform work under this Contract and that have worked for the State in the last two years prior to submitting the solicitation request which resulted in the award of this Contract. Contractor further certifies that no former employee of the State of Montana or local government may work under this Contract for a period of twelve months after voluntary termination of public employment, if by working under the Contract the employee will take direct advantage, unavailable to others, of matters with which the employee was directly involved during the employee's public employment.

SECTION 10. CONTRACT TERMINATION

A. **Termination for Cause with Notice to Cure Requirement.** Either party may terminate this Contract in whole or in part for failure of the other party to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving the other party written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

B. **Reduction of Funding.** In accordance with §18-4-313(4), MCA, DEQ must terminate this Contract if funds are not appropriated or otherwise made available to support DEQ's continuation of performance of this Contract in a subsequent fiscal period. If state or Settlement funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial Contract payment level or any Contract increases to that initial level) in subsequent fiscal periods, DEQ shall

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terminate this Contract as required by law. DEQ shall provide Contractor the date DEQ's termination shall take effect. DEQ shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, DEQ shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date DEQ's termination takes effect. This is Contractor's sole remedy. DEQ shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

C. **Bankruptcy or Receivership.** Voluntary or involuntary bankruptcy or receivership by Contractor may be cause for termination.
D. Any termination of this Contract is subject to the exception that Section 4 (ACCOUNTING, AUDITING AND RETENTION OF RECORDS), relating to retention of and access to records, must remain in effect.

SECTION 11. EVENT OF BREACH-REMEDIES

A. **Event of Breach.** Any one or more of the following acts or omissions of Contractor shall constitute an event of breach:
    1. Products or services furnished by Contractor fail to conform to any requirement of this contract; or
    2. Failure to submit any report required by this contract; or
    3. Failure to fulfil any of the other covenants and conditions of this contract, including beginning work under this contract without prior State approval.
B. **Actions in Event of Breach.** Upon the occurrence of any material breach of this contract, either party may take either one, or both, of the following actions:
    1. Give the breaching party a written notice specifying the event of breach and requiring it to be remedied within, in the absence of a greater specification of time, thirty (30) days from the date of the notice; and if the event of breach is not timely remedied, terminate this contract upon giving the breaching party notice of termination; or
    2. Treat this contract as materially breached and pursue any of its remedies at law or in equity, or both.

No failure by either party to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights regarding that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of either party to enforce each and all the provisions hereof upon any further or other breach on the part of the breaching party.

SECTION 12. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party uses its best efforts to remedy such failure or delays, A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five (5) working days after the onset. If the notice is not provided within the five (5) day period, then a party may not claim a force majeure event. A force majeure condition suspends a party’s obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

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SECTION 13. CONTRACT MANAGERS

Either party's contract manager may reach out with questions and/or status updates at will.

Contractor's liaison to DEQ for purposes of this Contract is Sam Bearzi or successor at Contractor's address 121 N. Rouse Ave, Bozeman, MT 59715, Phone: (406) 577-7406, e-mail: sbearzi@bozeman.net.

DEQ's liaison to Contractor for purposes of this Contract is Neal Ullman or successor at DEQ's Energy Bureau, PO Box 200901, Helena, Montana 59620, phone (406) 444-6582, e-mail neal.ullman@mt.gov.

SECTION 14. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.) A declaration by any court or any other binding legal source that any provision of the Contract is illegal, and void shall not affect the legality and enforceability of any other provisions of the Contract, unless the provisions are mutually and materially dependent.

SECTION 15. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-*148, 124 Stat. 119].

SECTION 16. PERSONAL PROPERTY TAX

All personal property taxes will be paid by Contractor.

SECTION 17. SCOPE, AMENDMENT AND INTERPRETATION

A. This Contract consists of 6 numbered pages, DEQ-RFP-2026-0217, and Attachments A-Scope of Work and Attachment B-Contractor's Application Response. In the case of dispute or ambiguity about the minimum levels of performance by Contractor to fulfill this Contract, the order or precedence of document interpretation is as follows: 1) amendments to this Contract, 2) this Contract, 3) Attachment B, 4) Attachment A, and 5) solicitation. A copy of the original has the same force and effect for all purposes as the original. Any enlargement, alteration, or modification requires a written amendment signed by both parties.

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SECTION 18. EXECUTION

To express the parties' intent to be bound by the terms of this Contract, they have executed this document on the dates set out below.

CITY OF BOZEMAN

06/03/2026
DATE

Signed by:
Chuck Winn
C711DEBEE43340D...

CHUCK WINN, City Manager
121 N. Rouse Ave.
Bozeman, MT 59715
FEIN – 81-6001238

MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

06/03/2026
DATE

DocuSigned by:
Rebecca Gregg
26E3658FC0C140E...

REBECCA GREGG, Contracts Officer
DEQ Operations, Financial Services Bureau
2401 Colonial Dr
Helena, MT 59620-0901

Approved as to Legal Content:

05/27/2026
DATE

DocuSigned by:
Jeremiah Langston
0136067AD0A4441...

DEQ Attorney

Docusign Envelope ID: D92998F0-47C2-8E60-8218-0D7EAF6B150E

ATTACHMENT A: SCOPE OF WORK

As a recipient of Volkswagen Environmental Mitigation Trust (EMT) funds, the Contractor shall complete the following tasks by the deadline stated in Contract Section 1, Effective Date and Duration or as otherwise provided within the Contract.

A. Contractor shall do the following:

1. Replace the following aerial lift truck. The Contractor shall purchase the aerial lift truck through blanket purchase agreements or some other mechanism that ensures a fair and reasonable price for the item from one of the vendors as submitted with the application. The aerial lift truck being scrapped and replaced will be:
    a. Make/Model/Year: Ford/F550/2008
    b. VIN: 1FDAF57R68ED99043
2. Ensure that for its minimum five-year lifespan, the aerial lift truck purchased with funding under this Contract is used only by the Contractor.
3. As soon as practicable, provide DEQ with the following:
    a. Copies of the title of the old aerial lift truck showing the VIN
    b. Photos of the old aerial lift truck VIN plate with the gross vehicle weight rating (GVWR)
4. Provide copy of the aerial lift truck Purchase Order (PO), including the line-item sheet, sent by the aerial lift truck manufacturer noting estimated delivery of the purchased aerial lift truck on or before Contract end date.
5. Upon manufacturer's delivery to Contractor of the new aerial lift truck, provide DEQ with copies of the bills of lading, reflecting total amount of the purchases, including line-item sheet indicating item-by-item pricing, and actual date(s) of delivery to the Contractor. The line-item sheet must include the model years and vehicle Identification Numbers (VIN) of the purchased aerial lift truck. The line-item sheets must also clearly identify the battery capacity, model, gross vehicle weight rating and horsepower.
6. Provide a copy of the invoices from the vendor showing total aerial lift truck purchase price.
7. Provide DEQ with photographic (color electronic images are sufficient) evidence of the new aerial lift truck, aerial lift truck serial/identification number, aerial lift truck production date, aerial lift truck VIN plate, title or proof of ownership, interior views, and side and front views showing the aerial lift truck number and license (if available at the time of photographing). Said written and photographic verification must be submitted to DEQ before final payment is processed.
8. Provide DEQ with documentation that shows Contractor complied with the RECYCLING/SCRAPPAGE requirements. This includes the method used to recycle the replaced aerial lift truck. Contractor must submit written and photographic verification of the aerial lift truck disposal process that includes the engine serial number and chassis vehicle identification numbers (VIN) of the aerial lift truck to be recycled described in Section II paragraph A.1, and the Certificate of Engine/Chassis Destruction with this information. Said written and photographic verification must be submitted to DEQ before final payment is processed.
9. Notify DEQ immediately should the Contractor receive notice of a significant delay in the delivery of the aerial lift truck that will impact completion of tasks required by this section, and work with vehicle manufacturer and DEQ to resolve any issues to the satisfaction of Contractor and DEQ. DEQ will issue a modification to formalize the delay and new anticipated delivery date. No related cost increases will be passed on to/requested from the State. The same completion deadlines once received apply as if the vehicles were on time. The State reserves the right to require Contractor to provide supporting justification documentation for extension requests.
10. Contribute matching funds equal or greater than 15% of the total aerial lift truck cost for the aerial lift truck shown on the final invoice.

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11. Comply with all applicable federal and state laws, executive orders, regulations, and applicable written policies in performance of services under this Contract.

B. Upon request**,** DEQ will provide consultation to Contractor concerning the subject matter of this Contract. Questions during the Solicitation phase MUST be submitted through the Q&A Board. Failure to do so is the Applicant's sole risk. No material changes will be considered during contract negotiation.

C. Both parties agree that Contractor shall have control over the disposition of the aerial lift truck at the conclusion of the aerial lift truck typical lifespan and that the requirements outlined in Section A no longer applies.

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ATTACHMENT B: CONTRACTOR'S APPLICATON RESPONSE

DEQ MONTANA

CLEAN TRUCK, BUS & AIRPORT EQUIPMENT

TRUCK & BUS APPLICATION FORM

INSTRUCTIONS

This Application Form supplements the Clean Truck, Bus & Airport Equipment Request for Applications (RFA). The RFA includes detailed information about project and application eligibility, funding schedule, cost-share and scoring criteria.

Carefully review the Two-Phase Solicitation Schedule below for dates and requirements in Section 5 of this RFA. Final Application Phase applications must complete and upload this form to the Supplier's Attachments page of the eMACS event by 5:00pm Mountain time on the application deadline.

1) Completed DEQ Clean Truck, Bus & Airport Equipment application form with signature of individual from the lead applicant responsible for authorizing and overseeing completion of the project. Proposals that do not use the DEQ application form will not be considered for funding.
2) Letter(s) of Commitment from the applicant demonstrating assurance that project will operate primarily in Montana (i.e., for at least half of its operating time/mileage) and for at least five years.
3) Letter(s) of Commitment for match from the applicant and from additional project funding partners (if applicable), who will provide necessary matching funds for the project.
4) Copy of existing vehicle title, including model year and VIN.
5) A clear, legible photo of the engine label that captures the engine make, model, year, horsepower, serial number and engine family name for each vehicle proposed for replacement.
6) A clear, legible photo of the VIN plate (if applicable) that includes VIN and gross vehicle weight rating (GVWR) for each vehicle proposed for replacement. If a VIN plate is not available, provide documentation of the GVWR.
7) Three different bids for the replacement vehicle. If you are not able to provide three bids, please include a written explanation of the reason why.

APPLICANT INFORMATION

Organization Name: City of Bozeman ■Government ☐ Nongovernment
Mailing Address: 121 N. Rouse Ave.
City: Bozeman County: Gallatin State: MT Zip Code: 59715
Employer/Taxpayer ID (EIN/TIN): 81-6001238 UEI (from SAM.gov): EEAPKALAEM35
Authorized Representative Name: Chuck Winn Title: City Manager
E-mail: cwinn@bozeman.net Phone: 406-582-2307
Alternate Representative Name: Sam Bearzi Title: Fleet Manager
E-mail: sbearzi@bozeman.net Phone: 406-577-7406

Is your organization/entity submitting more than one application for vehicle replacements?

Yes ❒ No ■ If yes, how many? _____

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PROJECT INFORMATION

Existing vehicle

Type: Bucket Truck Make: Ford Model: F550 Lift Truck Year: 2008
VIN: 1FDAF57R68ED99043 GVWR: 17950 Fuel Type: Diesel
Fuel Usage/Year: 300 gallons Annual Mileage Used: 1500
Total Mileage (Odometer or hour reading): 22236 (Bus Projects Only) Annual Ridership n/a
Estimated hours operated/year including idle hours: 250
Estimated remaining life, in hours & years: 3 years

Existing Engine

Type: Internal combustion Make: International Model: A325 Year: 2008 Serial/ID#1882243C1
Horsepower: 325

New vehicle

Type: Bucket Truck Make: Mack Model: MD Electric Year: 2027
GVWR: 33,000 lbs Fuel Type: Electric

New Engine

Type: Electric Make: Mack Model: MD BE Year: 2027 Horsepower: 260

Cost

Total vehicle Cost: $587,986.00 Total Funding Requested: $499,788.10
Percentage of Funding Requested of Total Project Cost: 85%
Total Infrastructure Cost (if applicable): $5,000
Total Infrastructure Funding Requested: $0

DESCRIPTION OF PROPOSED PROJECT

Responses to the following questions will be used to evaluate and score this application. Incomplete applications will not be evaluated. The Project Scoring Criteria Matrix is in Section 3 of the Clean Truck, Bus & Airport Equipment RFA.

A. **NOx emissions** – Please provide an estimate of the remaining useful life of the existing vehicle/AGSE, and emission calculation methodology explaining the annual NOx emissions reductions that will occur through the implementation of the proposed project. Projects achieving the greatest NOx emission reductions over the first five years of operation will receive priority over projects with lesser emissions reductions. Tools that can calculate annual NOx reduction estimates include Argonne National Lab's AFLEET tool located at: https://greet.es.anl.gov/afleet_tool and the EPA's Diesel Emissions Quantifier located at https://cfpub.epa.gov/quantifier/. (150 points)

The remaining useful life of the existing vehicle is estimated to be 3 years. Using the EPA Diesel Emissions Quantifier and based on the existing vehicle ' s annual mileage of 1500 miles, annual fuel usage of 250 gallons, and annual idling time of 250 hours, the annual NOx emissions of the existing vehicle are equal to 20.52 pounds per year. By replacing the existing vehicle with a fully electric vehicle NOx emissions would be reduced by an estimated 102.58 pounds over the first five years of operation.

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B. **Achieving long-term air quality benefits for the greatest number of Montanans** – Priority will be given to projects operating within counties that include areas that are currently in non-attainment, maintenance, or high risk for pollutants associated with mobile sources under the National Ambient Air Quality Standards (NAAQS); counties with the highest mobile-source NOx emission rankings for Montana as provided in the 2020 National Emissions Inventory (2020 NEI); and/or areas that are eligible for designation as a Class I area. See Appendix A for a listing of priority air quality counties and areas. (150 points)

This vehicle will operate exclusively in Gallatin County, #3 on highway N0x emissions. The intended use of this vehicle is for the maintenance and replacement of the street lighting and traffic signal infrastructure within city limits.

C. **Investing in clean alternative fuels/infrastructure** – Projects proposing to replace an older vehicle with an alternate fuel or all-electric vehicle will be given priority over proposals to replace diesel with diesel. (100 points)

This project will replace a 2008 diesel aerial lift truck with a fully EV aerial lift truck. This application is prone to high idling time due to the nature of the work being performed with the vehicle. The vehicle drives to a location, then may be stationary but idling to operate the apparatus for the duration of the work time.

D. **Project timeline** – Provide a proposed schedule detailing the steps necessary for completing the project including expected dates for key project milestones such as ordering and delivery of the new vehicle, scrapping the old vehicle, and when the new vehicle is expected to begin service. All project milestones must be completed within 20 months of the grant agreement/contract execution date. If requesting an all-electric or fuel cell vehicle, provide information about the required charging or fueling infrastructure and indicate if that infrastructure is in place or provide the installation timeline. (50 points)

The City of Bozeman has already procured a 120KWh (300a) DC fast charger and is in the process of installation with the anticipated completion in May, 2026. The City of Bozeman already has 12 level 2 CCS1 chargers operational and we will be installing dedicated level 2 chargers exclusively for the long term charging and battery maintenance of this EV. Installation of the dedicated charger will be completed within 3 months of notice of award.

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Milestones	Proposed Completion Date	Notes
Purchase order issued for new vehicle	June 30th, 2026	Purchase order shall be executed after execution of contract between DEQ and City of Bozeman.
Delivery of new vehicle	December 2nd, 2027 - May 2nd, 2028	Estimated delivery days from the vendor are 520-690 days.
Existing vehicle scrappage with required documentation (scrappage requirements listed in Section 2.E of RFA)	May 19th, 2028	Based on the latest estimated delivery date from the vendor. If the vehicle is delivered earlier, it could be decommissioned within two weeks of delivery.
New vehicle begins service	May 15th, 2028	Based on the latest estimated delivery date from the vender. If the vehicle is delivered earlier, it could be in service within one wee
Reimbursement request with required documentation	June 16th, 2028	Based on the latest delivery date window and receipt of the invoice from the vendor. The required documentation for reimburseme

E. Project budget – Detailed cost estimates for preferred vendor and any other purchase costs associated with the project to be paid by the applicant or with the requested funding. (50 points)

	Total Project Cost	Total Funding Request	Request Percentage of Total Project Cost	Cost Share from Applicant	Percentage Cost Share from Applicant
Vehicle replacement	$587,986.00	$499,788.10	85%	$88,197.90	15%
Electric vehicle or fuel cell charging infrastructure (if applicable)	$5,000	$0	0%	100%	100%

* Use N/A for any fields that are not applicable to this project.

F. Maintenance plan – Plan for ongoing maintenance of the new vehicle that details resources and/or personnel that will be utilized for both regular service and emergency repairs. (50 points)

In the short term, our vehicle maintenance technicians will repair and maintain basic low voltage components and the hydraulic system. The local dealer will be responsible for any repairs to the chassis involving the high voltage EV components. The local Mac dealer has 5 technicians certified to work on the EV chassis between their Bozeman and Billings locations. The manufacturer warranty will cover 36 months/150,000 miles on the electric powertrain and truck. Within 5-10 years we will have certifications and manufacturer based training for our vehicle maintenance technicians so that work can be performed in house. Those certifications will include ASE xEV High-Voltage Electrical Safety certification and training qualifications from Mack for their MDe7 chassis and drive train. We have the

G. Previous funding – Did applicant or project partner receive funds from DEQ in previous DEQ Volkswagen funding opportunities? (50 points)

☐ Yes ■ No

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APPLICATION ACKNOWLEDGEMENT

Authorized Representative Name: Chuck Winn Title: City Manager

Authorized Representative Signature: Signed by: Chuck Winn 509880919BDA472... Date: 1.28.2026

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INCOMPLETE VEHICLE MANUFACTURED BY FORD MOTOR COMPANY

DATE: 04/08

GVWR: 17950LB/ 8142KG

FRONT GAWR: 5600LB
2540KG
225/70R19.5G
19.5x6.0RW
AT 655 kPa/ 95 PSI COLD

WITH TIRES RIMS

REAR GAWR: 13660LB
6196KG
225/70R19.5G
19.5x6.0RW
AT 690 kPa/100 PSI COLD

WITH TIRES RIMS

VIN: 1FDAF57R68ED99043

DUAL

EXT PNT: Z1

WB	INT TR	TP/PS	RC: 24				DSO	
			R	AXLE	TR		SPR	
141	AS		7	8L	B		DDBB	8F716
					UNC		▽5U5A-1520472-BA	M05

D. BY: _____

Tamm Manufacturing

E OF MFR: MO. 06 YR. 08

VEH. MFD. BY:

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1882243C1

U.S. FED. FAMILY EMISSION LIMITS	HC + NOx	PART.
	1.2	-

LB - FT TORQ. @ RPM

600 @ 2000

DI, CAC, EGR, OC, PTOX

OWER.
TABLE.

ED SERVICE APPLICATION AS A
ND CONFORMS TO U.S. EPA.
ALIAN ADR-30 REGULATIONS FOR
FILO TO OPERATE ON DIESEL FUEL

ENTS

ONTA DIESEL ENGINE IDLE

BOZEMAN MT

Memorandum

REPORT TO: City Commission

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

SUBJECT: Approve the Final Plat for the SRX II Subdivision and Authorize the Director of Transportation and Engineering, Director of Parks and Recreation and the Director of Community Development to Execute the Same on Behalf of the City of Bozeman, and authorize the Director of Community Development to Execute the Improvements Agreements on Behalf of the City of Bozeman, Application 26064 (Quasi-Judicial)

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Community Development - Quasi-Judicial

RECOMMENDATION:

Having Reviewed and Considered the Memorandum, Application and Submitted Materials, I Hereby Adopt the Findings for Application 26064 and Approve the SRX II Subdivision Final Plat and Authorize the Director of Transportation and Engineering, Director of Parks and Recreation, and Director of Community Development to Execute the Same on Behalf of the City of Bozeman.

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

BACKGROUND:

On October 7, 2025, the Bozeman City Commission conducted their review of the Preliminary Plat application for the SRX II Subdivision, application 24112, and voted unanimously to approve the preliminary plat application. The findings of fact for the preliminary plat application may be found in the Public Folder for project 24112 . An application was submitted to the City of Bozeman Department of Community Development for Final Plat review for the SRX II Subdivision to further subdivide 5 lots to create 3 buildable lots, 1 restricted development lot, and road right-of-way extensions. The subdivision is on 35.06 acres and is zoned B-2M (Community Mixed Use) and REMU (Residential Emphasis Mixed Use).

The County Treasurer has certified that all real property taxes and special assessments assessed and levied on the land to subdivide have been paid. Development Review Committee staff has concluded that all terms and conditions of the preliminary plat approval have been met, and a digital copy of the final plat is attached. The original, signed mylars and the document attachments are on file with the Department of Community Development pending approval by the City Commission.

Improvements Agreements are required for final plat approval of this subdivision for the following financially guaranteed improvements. The following improvements are detailed on page 1 and page 3 of the plat.

Public Improvements

- Street improvements to South 15th Avenue, Staudaher Street, and South 17th Avenue including paving, curb & gutter, street lights, signing, and striping
- Sidewalks including shared use path widening along South 19th Avenue and West Graf Street
- Public boulevard landscaping, irrigation, and street trees

Private Improvements

- South 15th Avenue trail
- Seeding of temporary stormwater ponds

Improvements are subject to an approved concurrent construction plan. All guaranteed improvements must be installed within two years of the filing of the final plat and per the terms outlined in the improvements agreement.

UNRESOLVED ISSUES: None

ALTERNATIVES: None suggested

FISCAL EFFECTS:

Fiscal impacts are undetermined at this time, but will include increased property tax revenues from new development, along with increased costs to deliver municipal services to the property.

Attachments:
26064 SRX II Final Plat.pdf

Report compiled on: June 30, 2026

FINAL PLAT OF

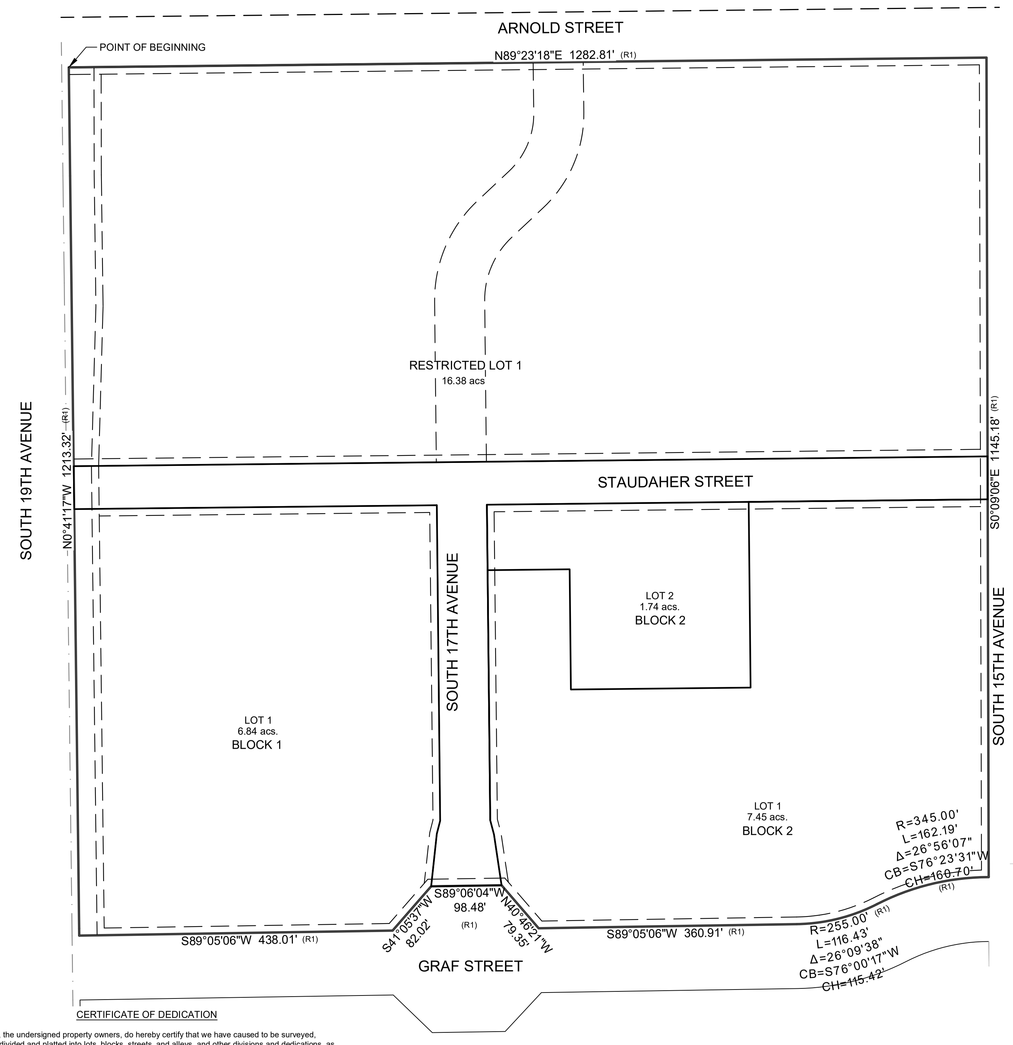
SRX - II SUBDIVISION

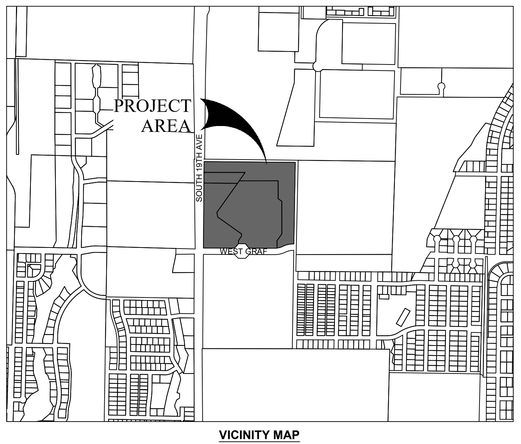
BEING LOTS 1, 2, 3, AND 4 OF BLOCK 1 OF YELLOWSTONE THEOLOGICAL INSTITUTE MINOR SUBDIVISION No. 494
LOCATED IN THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 EAST, PRINCIPAL MERIDIAN,
CITY OF BOZEMAN, GALLATIN COUNTY, MONTANA

ZONING
CITY OF BOZEMAN
REMU, B2-M

OWNER AND SURVEY COMMISSIONED BY
SRX II LLC
1450 TWIN LAKES AVE STE 201
BOZEMAN MT, 59718

PURPOSE
TO CREATE 3 LOTS, 1 RESTRICTED LOT AND DEDICATION OF PUBLIC RIGHTS-OF-WAY





VICINITY MAP

NOTES

NOTICE IS HEREBY GIVEN to all potential purchasers of Restricted Lot 1, of the **SRX - II Subdivision**, City of Bozeman, Gallatin County, Montana, that the final plat of the subdivision was approved by the Bozeman City Commission without completion of on and off site improvements required under the Bozeman Municipal Code, as is allowed in Section 38.780 of the Bozeman Municipal Code. As such, this Restriction is filed with the final plat that stipulates that any use of this lot is subject to further subdivision, and no development of this lot shall occur until all on and off site improvements are completed as required under the Bozeman Municipal Code. THEREFORE, BE ADVISED, that Building Permits will not be issued for Restricted Lot 1, of the SRX - II Subdivision, City of Bozeman, Gallatin County, Montana until all required on and off site improvements are completed and accepted by the City of Bozeman. No building structure requiring water or sewer facilities shall be utilized on this lot until this restriction is lifted. This restriction runs with the land and is revocable only by further subdivision or the written consent of the City of Bozeman.

AREA SUMMARY

LOTS	16.03 ACRES
RESTRICTED LOT	16.38 ACRES
RIGHT-OF-WAY	2.65 ACRES
TOTAL	35.06 ACRES

CERTIFICATE OF DEDICATION

We, the undersigned property owners, do hereby certify that we have caused to be surveyed, subdivided and platted into lots, blocks, streets, and alleys, and other divisions and dedications, as shown by the plat hereunto included the following described tract of land to wit:

Being **Lots 1,2,3, and 4 of Block 1 of Yellowstone Theological Institute Minor Subdivision Number 494**, located in the NW1/4 of Section 24, Township 2 South, Range 5 East, Principal Meridian, City of 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 and more particularly described as follows:

Beginning at the Northwest corner of Lot 4 of Block 1 of Yellowstone Theological Institute Minor Subdivision Number 494, being the **Point of Beginning**; thence N89°23'18"E along the Arnold Street Right of Way a distance of 1282.81 feet to South 15th Avenue Right of Way; thence S00°09'06"E along said right of way a distance of 1145.18 feet to the Graf Street Right of Way; thence along the Graf Street Right of Way the following (7) courses: thence along a non-tangent curve to the left having a radius of 345.00 feet, a delta angle of 26°56'07", for an arc length of 162.19 feet and a chord bearing of S76°23'31"W for 160.70 feet; thence along a tangent curve to the right having a radius of 255.00 feet, a delta angle of 26°09'38", for an arc length of 116.43 feet and a chord bearing of S76°00'17"W for 115.42 feet; thence S89°05'06"W a distance of 360.91 feet; thence N40°46'21"W a distance of 79.35 feet; thence S89°06'04"W a distance of 98.48 feet; thence S41°05'37"W a distance of 82.02 feet; thence S89°05'06"W a distance of 438.01 feet to the South 19th Avenue Right of Way; thence N00°41'17"W along said right of way a distance of 1213.32 feet to the **Point of Beginning**.

The area of the above described parcel of land is 35.06 acres, more or less.

The above-described tract of land is to be known and designated as "The Final Plat of **SRX - II SUBDIVISION**", City of Bozeman, Gallatin County, Montana; and the lands included in all streets, avenues, alleys, roads, highways, and parks, playgrounds, or public lands or other public improvements shown on said plat are hereby granted and donated to the City of Bozeman for the public use and enjoyment. Unless specifically listed herein, the lands included in all streets, avenues, alleys, roads, highways, and parks, or public lands or other public improvements dedicated to the public are accepted for public use, but the city accepts no responsibility for maintaining the same. The owner agrees that the city has no obligation to maintain the lands included in all streets, avenues, alleys, roads, highways, and parks, or public lands or other public improvements, hereby dedicated to public use. The lands included in all streets, avenues, alleys, roads, highways, and parks, or public lands or other public improvements dedicated to public for which the city accepts responsibility for maintenance are South 17th Avenue, South 15th Avenue, and Staudaher Street.

The undersigned hereby grants unto each and every person firm or corporation, whether public or private, providing or offering to provide telecommunications, electric power, gas, or other similar utility or service, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities in, over, under and across each area designated on this plat as "Utility Easement" to have and to hold forever.

SRX II LLC

By: _____
_____, Authorized Representative Dated

State of _____

County of _____

On this _____ day of _____, 20____, before me, the undersigned Notary Public for the State of _____ personally appeared _____, known to me to be the Authorized Representative of _____ and acknowledged to me that said _____ executed the same.

Notary Public in and for the State of _____
Printed Name _____
Residing at _____
My commission expires _____
Signature _____

CERTIFICATE OF COMPLETION OF IMPROVEMENTS

I, _____ and I, Matt Ekstrom, a Registered Professional Engineer licensed to practice in the State of Montana, hereby certify that the following improvements, required to meet the requirements of Chapter 38 of the Bozeman Municipal Code or as a condition(s) of approval of the Final Plat of **SRX - II SUBDIVISION** have been installed in conformance with the approved plans and specifications, or financially guaranteed and covered by the improvements agreement accompanying this plat.

Installed Improvements: (So 15th Ave, Staudaher St, So 17th Ave)
1. Street Improvements - Gravels
2. Sewer and Water Improvements
3. Storm Water Improvements

Financially Guaranteed Improvements: (So 15th Ave, Staudaher St, So 17th Ave)

1. Street Improvements - Paving, Curb & Gutter, Street Lights, Signing & Striping
2. Sidewalks
3. Public Boulevard Landscaping, Irrigation, and Street Trees

The subdivider hereby warrants said improvements against any and all defects for a period of two years from the date of acceptance by the City of Bozeman.

The subdivider grants possession of all public infrastructure improvements to the City of Bozeman and the city hereby accepts ownership of all public infrastructure improvements, subject to the above indicated warranty.

_____ Authorized Representative _____ Dated
SRX II LLC

_____ _____
Matt E. Ekstrom, PE Dated
MT Reg. No. 10853PE
Morrison Maierle, Inc.

_____ _____
Director of Transportation and Engineering Dated
City of Bozeman, Montana

CONSENT OF MORTGAGEE

We, the undersigned mortgagees or encumbrancers do hereby join in and consent to the described plat, we release our respective liens, claims, or encumbrances as to any portion of said lands now being platted into streets, avenues, parks or other public areas which are dedicated to City of Bozeman for the public use and enjoyment.

Dated this _____ day of _____, 20___.

_____
By: _____
Authorized Signatory

STATE OF MONTANA)
ss
COUNTY OF GALLATIN)

This instrument was acknowledged before me on _____, 20___, the undersigned Notary Public, personally appeared _____, known to me to be Authorized Signatory of Yellowstone Bank who signed the foregoing instrument and acknowledged to me that Yellowstone Bank executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

_____[signature]
Notary Public for the State of Montana
(S E A L) _____[printed name]
Residing at:_____, _____
(City) (State)
My commission expires:_____, 20___

CERTIFICATE OF EXCLUSION FROM MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW

The **SRX - II SUBDIVISION**, Gallatin County, Montana, is within the City of Bozeman, Montana, a first class municipality, and within the planning area of the Bozeman land use plan which was adopted pursuant to the Montana Land Use Planning Act, and can be provided with adequate storm water drainage and adequate municipal facilities. Therefore under the provisions of Section 76-4-125 _____ MCA, this subdivision is excluded from the requirement for Montana Department of Environmental Quality review.

Dated this _____ day of _____, 20____.

MFE # _____
Director of Transportation and Engineering
City of Bozeman, Montana

CERTIFICATE ACCEPTING CASH DONATION IN-LIEU OF LAND DEDICATION

Finding dedication of parkland within the platted area of SRX - II Subdivision would be undesirable for park and playground purposes, it is hereby ordered by the City of Bozeman, that land dedication for park purposed be waived and that cash-in-lieu, in the amount of $295,512.10 dollars, be accepted in accordance with the provisions of the Montana Land Use Planning Act and the Bozeman Municipal Code.

Dated this_____day of_____, 20____.

_____
City of Bozeman Director of Parks and Recreation

CERTIFICATE OF ACCEPTANCE OF DEDICATIONS

I, Director of Transportation and Engineering, City of Bozeman, Montana, do hereby accept the dedication to the City of Bozeman for the public use of any and all lands shown on the plat as being dedicated to such use.

Dated this _____ day of _____, 20____.

_____
Director of Transportation and Engineering
City of Bozeman, Montana

DEDICATION AND EASEMENT NOTE

All streets, alleys, and right-of-way, shown hereon as "DEDICATED", are not easements. The intent of dedication is to convey all the streets, alleys, and right-of-way to the public, upon acceptance by the governing authority,

CERTIFICATE OF GOVERNING BODY APPROVING PLAT

I, Community Development Director, City of Bozeman, Montana, do hereby certify that the accompanying plat has been duly examined and has found the same to conform to the law and approves it.

Dated this _____ day of _____, 20___.

_____
Community Development Director

CERTIFICATE OF COUNTY TREASURER

I, _____, Treasurer of Gallatin County, Montana, do hereby certify that the accompanying plat has been duly examined and that all real property taxes and special assessments assessed and levied on the land to be subdivided are paid.

00RGG70606
Lot 1 Tax ID No.

00RGG70608
Lot 2 Tax ID No.

00RGG70607
Lot 3 Tax ID No.

000RGG7308
Lot 4 Tax ID No.

Dated this _____ day of _____, 20____.

_____
Treasurer
Gallatin County, Montana

CERTIFICATE OF SURVEYOR

I, the undersigned, Jon C. Wilkinson, Registered Montana Professional Land Surveyor License No. 16411LS, do hereby certify that between February of 2024 and _____ of 2026, I surveyed the Final Plat of **SRX - II SUBDIVISION** and drew the same as shown on the accompanying plat and as described in accordance with the provisions of the Montana Land Use Planning Act and the Bozeman Municipal Code. I further certify that monuments which have not been set by the filing date of this instrument will be set by _____, 20____, due to public improvements construction pursuant to 24.183.1101(1)(d) A.R.M.

Dated this_____day of_____, 20____.

_____
Jon C. Wilkinson, PLS, CFedS
MT Reg. #16411LS
Morrison-Maierle, Inc.

CERTIFICATE OF CLERK AND RECORDER

I, Eric Semerad, Clerk and Recorder of Gallatin County, Montana, do hereby certify that the foregoing instrument was filed in my office at _____ o'clock, _____(a.m., or p.m.), this _____ day of _____, 20____, and recorded in Book _____ of Plats on Page _____ and Document # _____, Records of the Clerk and Recorder, Gallatin County, Montana.

Dated this _____ day of _____, 20____.

_____
Eric Semerad
Clerk and Recorder
Gallatin County, Montana



100 50 0 100 200
SCALE IN FEET

BASIS OF BEARING

Bobcat Coordinate System, NAD83(2011) per the "Rocky Mountain Tribal Coordinate Reference System" Handbook and User Guide, Published September 30th, 2014 and subsequent revisions, established by observations with survey-grade GNSS receivers.

LEGEND

(R1)	RECORDED DIMENSION PER MINOR SUBDIVISION No. 494
A.C.	ALUMINUM CAP
C.C.R.F.	CERTIFIED CORNER RECORDATION FORM
23 24	MID-SECTION CORNER
23 24 26 25	SECTION CORNER FOUND A.C. PER C.C.R.F. 4-484
▲	FOUND BRASS CAP
●	FOUND REBAR AS MARKED
◉	FOUND A.C. ON 5/8 INCH REBAR MARKED MERIDIAN LAND SURVEYING, INC.
○	SET A REBAR 5/8" DIA., WITH AN ORANGE PLASTIC CAP, "MMI 16411LS".

PUBLIC UTILITY EASEMENTS (P.U.E.)

ALL LOTS ARE SUBJECT TO THE FOLLOWING UTILITY EASEMENTS (EXCEPT THE RESTRICTED LOTS):
- 10' ALONG PUBLIC RIGHTS-OF-WAY
- 10' ALONG SIDE LOT LINES
- 10' ALONG REAR LOT LINES

Morrison Maierle
engineers • surveyors • planners • scientists
2880 Technology Blvd West, Bozeman, MT 59718
Phone: 406.587.0721
www.m-m.net
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1/4 SEC.	SECTION	TOWNSHIP	RANGE
NW	24	2 SOUTH	5 EAST

PRINCIPAL MERIDIAN, MONTANA
GALLATIN COUNTY, MONTANA

FIELD WORK: MMI	DATE: 05/12/2026	PLOTTED DATE: May/12/2026	PLOTTED BY: matt e. ekstrom
DRAWN BY: NM	SCALE: 1"=100'	CLIENT:	SHEET 1 OF 3
CHECKED BY: JW	PROJ. #: 5659.021		

DRAWING NAME: N:\5659\021 - SWX North Pre-Plat\ACAD\Survey\FINAL PLAT\5659.021 FINAL PLAT.dwg

FINAL PLAT OF

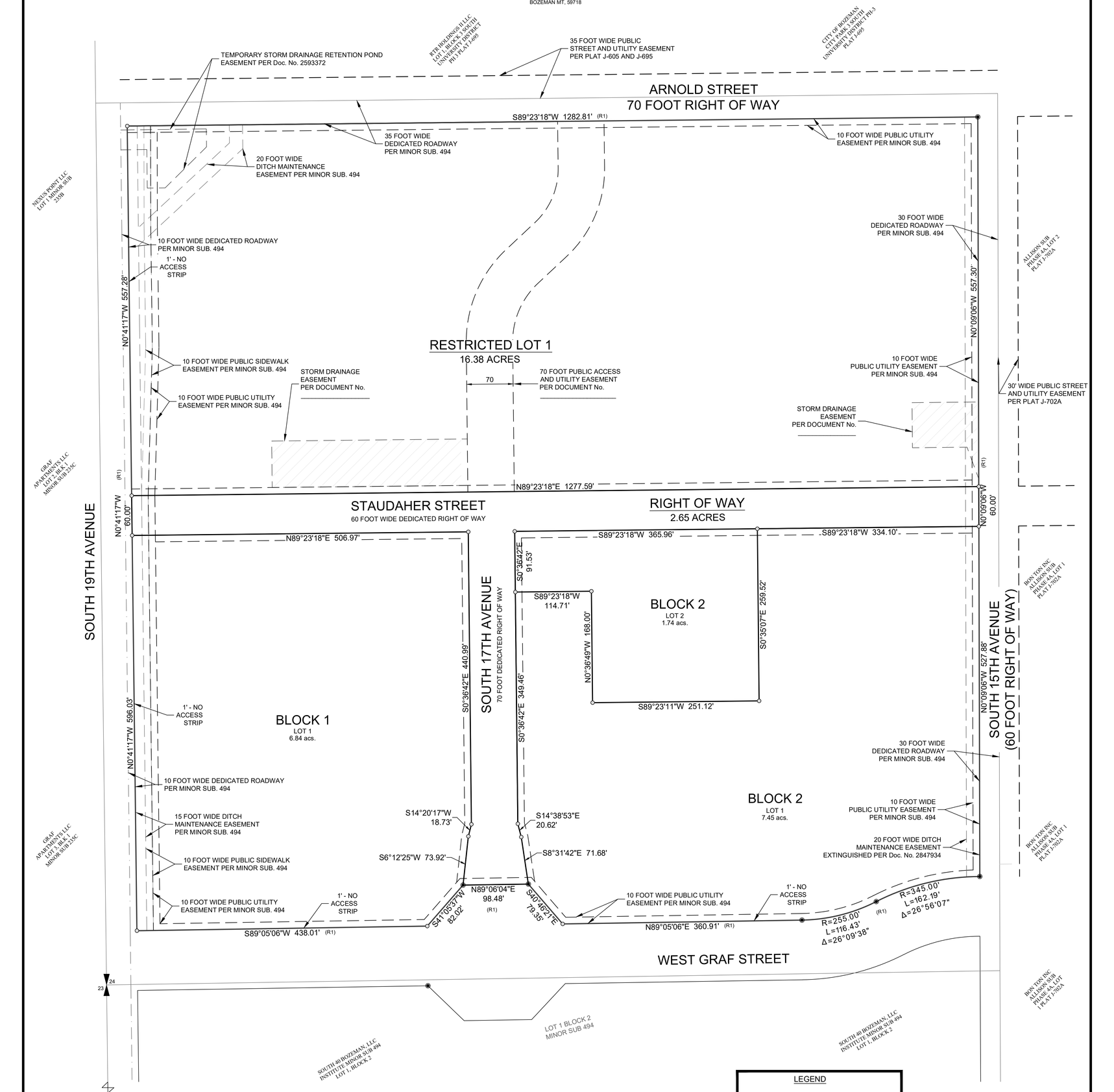
SRX - II SUBDIVISION

BEING LOTS 1, 2, 3, AND 4 OF BLOCK 1 OF YELLOWSTONE THEOLOGICAL INSTITUTE MINOR SUBDIVISION No. 494
LOCATED IN THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 EAST, PRINCIPAL MERIDIAN,
CITY OF BOZEMAN, GALLATIN COUNTY, MONTANA

ZONING
CITY OF BOZEMAN
REMU, B-2M

OWNER AND SURVEY COMMISSIONED BY
SRX II LLC
1450 TWIN LAKES AVE STE 201
BOZEMAN MT, 59718

PURPOSE
TO CREATE 3 LOTS, 1 RESTRICTED LOT, AND DEDICATION OF PUBLIC RIGHTS-OF-WAY



LEGEND

(R1)	RECORDED DIMENSION PER MINOR SUBDIVISION No. 494
A.C.	ALUMINUM CAP
C.C.R.F.	CERTIFIED CORNER RECORDATION FORM
23 24	MID-SECTION CORNER
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▲	FOUND BRASS CAP
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○	SET A REBAR 5/8" DIA., WITH AN ORANGE PLASTIC CAP, "MMI 16411LS".

70 35 0 70 140
SCALE IN FEET

PUBLIC UTILITY EASEMENTS (P.U.E.)
ALL LOTS ARE SUBJECT TO THE FOLLOWING UTILITY EASEMENTS (EXCEPT THE RESTRICTED LOTS):
- 10' ALONG PUBLIC RIGHTS-OF-WAY
- 10' ALONG SIDE LOT LINES
- 10' ALONG REAR LOT LINES

BASIS OF BEARING
Bobcat Coordinate System, NAD83(2011) per the "Rocky Mountain Tribal Coordinate Reference System" Handbook and User Guide, Published September 30th, 2014 and subsequent revisions, established by observations with survey-grade GNSS receivers.

Morrison Maierle
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1/4 SEC.	SECTION	TOWNSHIP	RANGE
NW	24	2 SOUTH	5 EAST

PRINCIPAL MERIDIAN, MONTANA
GALLATIN COUNTY, MONTANA

FIELD WORK: MMI
DRAWN BY: NM
CHECKED BY: JW
DATE: 03/23/2026
SCALE: 1"=70'
PROJ. #: 5659.021
PLOTTED DATE: Mar/23/2026 PLOTTED BY: jon c. wilkinson
CLIENT:
SHEET 2 OF 3

DRAWING NAME: N:\5659\021 - SWX North Pre-Plat\ACAD\Survey\FINAL PLAT\5659.021 FINAL PLAT.dwg

CONDITIONS OF APPROVAL SHEET FOR

FINAL PLAT OF SRX - II SUBDIVISION

BEING LOTS 1, 2, 3, AND 4 OF BLOCK 1 OF YELLOWSTONE THEOLOGICAL INSTITUTE MINOR SUBDIVISION No. 494
LOCATED IN THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 EAST, PRINCIPAL MERIDIAN,
CITY OF BOZEMAN, GALLATIN COUNTY, MONTANA

ZONING
CITY OF BOZEMAN
REMU, B-2M

OWNER AND SURVEY COMMISSIONED BY
SRX II LLC
1450 TWIN LAKES AVE STE 201
BOZEMAN MT, 59718

PURPOSE
TO CREATE 3 LOTS, 1 RESTRICTED LOT AND DEDICATION OF PUBLIC RIGHTS-OF-WAY

NOTIFICATIONS AND CERTIFICATIONS

(I), (We), the undersigned property owner(s), do hereby certify that the text and/or graphics shown on the Conditions of Approval sheet(s) represent(s) requirements by the governing body for final plat approval and that all conditions of subdivision application have been satisfied.

(I), (We), the undersigned property owner(s), do hereby certify that the information shown is current as of the date of this certification, and that changes to any land-use restrictions or encumbrances may be made by amendments to covenants, zoning regulations, easements, or other documents as allowed by law or by local regulations.

(I), (We), the undersigned property owner(s), do hereby certify that (I) (We) acknowledge that federal, state, and local plans, policies, regulations, and/or conditions of subdivision approval may limit the use of the property, including the location, size, and use as shown on the Conditions of Approval sheet or as otherwise stated. Buyers of property should ensure that they have obtained and reviewed all sheets of the plat and all documents recorded and filed in conjunction with the plat. Buyers of property are strongly encouraged to contact the local planning department and become informed of any limitations on the use of the property prior to closing.

DATED this _____ day of _____, _____.

(Acknowledged and notarized signatures of all record owners of platted property)

SRX II LLC

By: _____
_____ _____, Authorized Representative Dated

State of _____

County of _____

On this _____ day of _____, 20___, before me, the undersigned Notary Public for the State of _____ personally appeared _____, known to me to be the Authorized Representative of SRX II LLC and acknowledged to me that said Inc. executed the same.

Notary Public in and for the State of _____
Printed Name _____
Residing at _____
My commission expires _____
Signature _____

Record Documents:

Document No. 2600277 (MINOR SUBDIVISION NO. 494)

Document No. 2593372 (TEMPORARY STORM DRAINAGE RETENTION POND EASEMENT)

Document No. 2747624 (PLAT J-695)

Document No. _____ (STORM DRAINAGE EASEMENT)

Document No. _____ (STORM DRAINAGE EASEMENT)

Document No. _____ (SOUTH 17TH AVENUE 70 FOOT PUBLIC ACCESS AND UTILITY EASEMENT)

Document No. _____ (RELEASE AND RECONVEYANCE OF 30' WIDE PUBLIC ACCESS AND TRAIL EASEMENT)

Document No. _____ (RELEASE AND RECONVEYANCE OF TEMPORARY STORM WATER FACILITY EASEMENT PER DOC. No. 2593371)

Document No. _____ (RELEASE AND RECONVEYANCE OF STORM DRAINAGE EASEMENT ON LOT 2 COMMON OPEN SPACE)

Conditions of Approval:
Buyers of property should ensure that they have obtained and reviewed all sheets of the plat and all documents recorded and filed in conjunction with the plat and buyers of property are strongly encouraged to contact the local planning department and become informed of any limitations on the use of the property prior to closing.

The undersigned property owner acknowledges that there are federal, state, and local plans, policies, regulations, and/or conditions of subdivision approval that may limit the use of the property, including the location, size, and use.

1. All street rights-of-way contiguous to or within the proposed development site not used for street pavement, curbs, gutters, sidewalks or driveways (i.e., street boulevards) shall be landscaped, as defined in the Bozeman Municipal Code. See the applicable zoning standards in the Bozeman Municipal Code for tree spacing standards.
2. City standard sidewalks (including a concrete sidewalk section through all private drive approaches) shall be constructed on all public and private street frontages prior to occupancy of any structure on individual lots. Upon the 1 year anniversary (second with concurrent construction) of the plat recordation of any phase of the subdivision, any lot owner who has not constructed the required sidewalk shall, without further notice, construct within 30 days, the sidewalk for their lot(s), regardless of whether other improvements have been made upon the lot.
3. Ownership of all common open space areas and responsibility of maintenance thereof and for city assessments levied on the common open space lands shall be that of the property owners' association. Maintenance responsibility must include, in addition to the common open space all vegetative ground cover, snow removal, boulevard trees and irrigation systems in the public right-of-way boulevard strips along all external perimeter development streets and as adjacent to public parks or other common open space areas. All areas within the subdivision that are designated herein as common open space, including pathways, are for the use and enjoyment by the residents of the development and the general public. The property owners' association is responsible for levying annual assessments to provide for the maintenance, repair, and upkeep of all common open space areas and trails. At the same time of recording the final plat the subdivider shall transfer ownership of all common open space areas to the property owners' association created by the subdivider to maintain all common open space areas within the Subdivision.
4. This is a known area of high groundwater. No crawl spaces or basements will be permitted with future development of the site unless a professional engineer registered in the State of Montana certifies that the lowest point of any proposed structure is located above the seasonal high groundwater level and provides supporting groundwater data prior to release of building permit. In addition, sump pumps are not allowed to be connected to the sanitary sewer system. Sump pumps are not allowed to be connected to the drainage system unless capacity is designed into the drainage system to accept the pumped water. Water from sump pumps may not be discharged into streets, such as into the curb and gutter where they create a safety hazard for pedestrians and vehicles.
5. The property owners' association is responsible for maintenance of any lighting located outside of public street rights-of-ways.
6. The property owners' association is responsible for maintenance of all stormwater infrastructure located outside public street rights-of-way.
7. Pursuant to BMC Sec. 38.410.110. The City's water adequacy requirement had been deferred to future site development for the following lots: Block 1, Lot 1; Block 2 Lot 1 & 2; Restricted Lot 1. No cash-in-lieu of water rights have been paid for these lots. Prior to future development approval, the City's water adequacy requirements must be met.
8. Block 1, Lot 1 has been platted as a commercial lot and is exempt from park and recreation requirements per BMC Section 38.420.B.2. - parcels that are created which are non-residential. Development of Block 1, Lot 1 must be consistent with non-residential use. Upon subsequent development, if the lot is no longer exempt from the park dedication requirement the development is subject to BMC Section 38.420.020.A.

CERTIFICATE OF COMPLETION OF NON-PUBLIC IMPROVEMENTS

I, SRX II LLC, hereby certify that the following non-public improvements, required to meet the requirements of Chapter 38 of the Bozeman Municipal Code or as a condition(s) of approval of SRX II Subdivision, have been installed in conformance with any approved plans and specifications prepared in accordance with the standards of Chapter 38 or other City design standards, or have been financially guaranteed and are included with the subdivision improvements agreement ' and recorded with this plat.

Installed Improvements: Stormwater Pond Improvements

Financially Guaranteed Improvements: South 15th Ave trail, Seeding of Stormwater Ponds

I, SRX II LLC, hereby warrant said improvements against any and all defects for a period of two years from the date of acceptance by SRX II Property Owners' Association. Unless specifically listed in the Certificate of Dedication, the city accepts no responsibility for maintaining the same.
The subdivider hereby grants ownership of all non-public infrastructure improvements to the SRX II Owners' Association created by Document Number _____

SRX II LLC

By: _____
_____ _____, Authorized Representative Dated

South Range Crossing II - Block 2 REMU							
Total site area (ac)	9.19	(s) school or park sites (ac)		Total excluded (ac)	2.08	(D) Net residential density	48
Restricted lots		(a) ROW & easements (ac)	0.68	(N) Net residential lot area (ac)	7.11	Zoning District	REMU
(i) industrial lot area (ac)		(d) Open space/Park (ac)	1.40	(du) Number of units	341	(M) Max density by zone	12
Required land dedication		**Required cash-in-lieu**		**Adjustments to Parkland Requirements**		**Parkland Required**	
Net residential land area (ac)	7.11	Net residential land area (ac)	7.11	Parkland dedication required (ac)	1.71	**Land dedication (ac)**	**0.00**
Dwellings/acre (du)	8	Dwelling/acre (du)	4	Land already provided (ac)	0.00	**Cash-in-lieu ($)**	**$98,118.90**
Acre/du of land	0.03	Acre/du of land	0.03	Land dedication proposed (ac)	0.00	**Additional in-lieu ($)**	**$197,393.20**
Land dedication (ac)	1.71	Equivalent land area (ac)	0.85	Land equivalent required (ac)	1.71	**Total CILP/IILP**	**$295,512.10**
		land appraisal value ($/sf)	$2.65	Land appraisal value ($/sf)	$2.65	Total of **$295,512.10** paid as CILP	
		Cash-in-lieu ($)	$98,118.90	In-lieu fee equivalent ($)	$197,393.20		
South Range Crossing II - Block 1 B2-M							
Total site area (ac)	6.84	(s) school or park sites (ac)		Total excluded (ac)	0.00	(D) Net residential density	0
Restricted lots		(a) ROW & easements (ac)		(N) Net residential lot area (ac)	6.84	Zoning District	Other
(i) industrial lot area (ac)		(d) Open space/Park (ac)	0.00	(du) Number of units	0	(M) Max density by zone	12
Required land dedication		**Required cash-in-lieu**		**Adjustments to Parkland Requirements**		**Parkland Required**	
Net residential land area (ac)	6.84	Net residential land area (ac)	6.84	Parkland dedication required (ac)	0.00	**Land dedication (ac)**	**0.00**
Dwellings/acre (du)	0	Dwelling/acre (du)	0	Land already provided (ac)	0.00	**Cash-in-lieu ($)**	**$0.00**
Acre/du of land	0.03	Acre/du of land	0.03	Land dedication proposed (ac)	0.00	**Additional in-lieu ($)**	**$0.00**
Land dedication (ac)	0.00	Equivalent land area (ac)	0.00	Land equivalent required (ac)	0.00	**Total CILP/IILP**	**$0.00**
		land appraisal value ($/sf)	$2.65	Land appraisal value ($/sf)	$2.65	Block 1 has been platted as a commercial lot; no parkland dedication requirement	
		Cash-in-lieu ($)	$0.00	In-lieu fee equivalent ($)	$0.00		
Block 1 has been platted as a commercial lot; See Plat Note #8.						**Total Land dedication (ac)**	**0.00**
						Total Cash-in-lieu ($)	**$98,118.90**
						Total Additional in-lieu ($)	**$197,393.20**
						Total CILP/IILP	**$295,512.10**

			Density Bonus
	Net Residential Density	48	Net residential land area (ac) 7.11
	Max Density	12	Dwelling/acre (du) 36
	DU Bonus	36	Acre/du of land 0.03
			Equivalent land area (ac) 7.68
			land appraisal value ($/sf) $2.65
			Cash-in-lieu ($) $886,533.12

CERTIFICATE OF COMPLETION OF WATER-RELATED IMPROVEMENTS

I, _____, hereby certify that the following improvements, necessary to meet the requirements of Chapter 38 of the Bozeman Municipal Code or as a condition(s) of approval of The Final Plat of **SRX - II SUBDIVISION** have been installed in conformance with the approved plans and specifications, or financially guaranteed and covered by the improvements agreement accompanying this plat.

Installed Improvements: NONE

Financially Guaranteed Improvements: Street Blvd. Irrigation and Landscaping for South 17th Ave (from Graff St to Staudaher St), Staudaher St (from South 15th Ave to South 19th Ave), and South 15th Ave (from Graff St to Staudaher St), municipal irrigation meter pit.

The subdivider hereby warrants said improvements against any and all defects for a period of two years from the date of acceptance by the City of Bozeman.
The subdivider hereby grants ownership of all public infrastructure improvements to the City of Bozeman and the city hereby accepts ownership of all public infrastructure improvements, subject to the above indicated warranty.

_____ _____
Authorized Representative Dated
SRX II LLC

_____ _____
Director of Transportation and Engineering Department Dated
City of Bozeman, Montana

Morrison Maierle
engineers • surveyors • planners • scientists
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1/4 SEC.	SECTION	TOWNSHIP	RANGE
NW	24	2 SOUTH	5 EAST

PRINCIPAL MERIDIAN, MONTANA
GALLATIN COUNTY, MONTANA

FIELD WORK: MMI
DRAWN BY: NM
CHECKED BY: JW

DATE: 05/12/2026
SCALE:
PROJ. #: 5659.021

PLOTTED DATE: May/12/2026 PLOTTED BY: matt e. ekstrom
CLIENT:
SHEET 3 OF 3

DRAWING NAME: N:\5659\021 - SWX North Pre-Plat\ACAD\Survey\FINAL PLAT\5659.021 FINAL PLAT.dwg

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Gail Jorgenson, GIS Program Manager
Jon Henderson, Assistant City Manager

SUBJECT: Authorize the City Manager to Sign a GIS Software License Renewal for Small Municipal and County Government Enterprise Agreement (SGEA) with ESRI

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to sign a GIS software license renewal for Small Municipal and County Government Enterprise Agreement (SGEA) with ESRI.

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

BACKGROUND: The City of Bozeman entered into a license agreement with ESRI to provide enterprise-wide GIS software applications in 2014. This enterprise agreement provides a lower cost per unit for licensed software, substantially reduced administrative and procurement expenses, and provides complete flexibility to deploy software products when and where needed. The City relies on GIS as the backbone for work order management (Cityworks), performance measures (e.g., dashboard technology), community engagement (e.g., strategic plan communication tools), along with a host of other solutions such as interactive maps available to the public. This license renewal will secure a fixed fee for the next three years based on our current population.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As directed by the City Commission.

FISCAL EFFECTS: $60,300 (ELA), $19,102.50 (Velocity), $5,312.50 (Hub Premium) for year one within the agreement is currently approved within the FY27 operating budget for the Strategic Services Department. Future budget approvals will be necessary to fund subsequent fiscal years.

Attachments:
ESRI Small Municipal and County Government Enterprise Agreement (SGEA) 2026-2029.pdf

Report compiled on: June 8, 2026

Docusign Envelope ID: 63A58A59-4B0A-8937-82FA-84E15BE348CD

Quotation # Q-557351

Date: June 15, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 144125 Contract # ENTERPRISE AGREEMENT

City of Bozeman
GIS Dept
20 E Olive St
Bozeman, MT 59715-4790

ATTENTION: Gail Jorgenson
PHONE: (406) 582-2972
EMAIL: gjorgenson@bozeman.net

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/27/2026 To: 12/9/2026

Material	Qty	Term	Unit Price	Total
193206	1	Year 1	$60,300.00	$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 2	$60,300.00	$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 3	$60,300.00	$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
159166	1		$5,312.50	$5,312.50
ArcGIS Hub Premium ArcGIS Online Community Annual Subscription				
165630	1		$19,102.50	$19,102.50
ArcGIS Velocity Standard US Region Annual Subscription				

Subtotal:	$205,315.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$205,315.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Scott Wolter	swolter@esri.com	(360) 754-4727 x8671

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

WOLTERS **This offer is limited to the terms and conditions incorporated and attached herein.**

Docusign Envelope ID: 63A58A59-4B0A-8937-82FA-84E15BE348CD

Quotation # Q-557351

Date: June 15, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 144125 Contract # ENTERPRISE AGREEMENT

City of Bozeman
GIS Dept
20 E Olive St
Bozeman, MT 59715-4790

ATTENTION: Gail Jorgenson
PHONE: (406) 582-2972
EMAIL: gjorgenson@bozeman.net

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/27/2026 To: 12/9/2026

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Scott Wolter	swolter@esri.com	(360) 754-4727 x8671

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

WOLTERS **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-557351

Date: June 15, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 144125 Contract # ENTERPRISE AGREEMENT

City of Bozeman
GIS Dept
20 E Olive St
Bozeman, MT 59715-4790

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/27/2026 To: 12/9/2026

ATTENTION: Gail Jorgenson
PHONE: (406) 582-2972
EMAIL: gjorgenson@bozeman.net

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ **I agree to pay any applicable sales tax.**

X___ **I am tax exempt, please contact me if exempt information is not currently on file with Esri.**

DocuSigned by:
A11E06CE6D484D4...

Signature of Authorized Representative **Date** 6/15/2026

Gail Jorgenson
Name (Please Print)

GIS Program Manager
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Scott Wolter	swolter@esri.com	(360) 754-4727 x8671

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

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Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Enterprise Additional Capability Servers** ArcGIS Image Server **ArcGIS Online User Types** ArcGIS Online Viewer User Type **ArcGIS Enterprise User Types** ArcGIS Enterprise Viewer User Type

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	30	ArcGIS Enterprise Contributor User Type	30
ArcGIS Online Mobile Worker User Type	150	ArcGIS Enterprise Mobile Worker User Type	150
ArcGIS Online Creator User Type	150	ArcGIS Enterprise Creator User Type	150
ArcGIS Online Professional User Type	40	ArcGIS Enterprise Professional User Type	40
ArcGIS Online Professional Plus User Type	40	ArcGIS Enterprise Professional Plus User Type	40
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps and Other**	
ArcGIS Location Sharing for ArcGIS Online	40	ArcGIS Location Sharing for ArcGIS Enterprise	40
ArcGIS Online Service Credits	100,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	30

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

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Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

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1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

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owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

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supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 **Orders, Delivery, and Deployment**

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

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9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

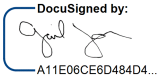
9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Certificate Of Completion

Envelope Id: 63A58A59-4B0A-8937-82FA-84E15BE348CD
Status: Completed
Subject: Updated EA Quote_6_15_26_GJ.pdf
Source Envelope:
Document Pages: 9
Signatures: 1
Envelope Originator:
Certificate Pages: 1
Initials: 0
Gail Jorgenson
AutoNav: Enabled
gjorgenson@bozeman.net
EnvelopeId Stamping: Enabled
IP Address: 155.190.3.8
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
6/15/2026 2:58:47 PM
Holder: Gail Jorgenson
gjorgenson@bozeman.net
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Gail Jorgenson gjorgenson@bozeman.net GIS Program Manager City of Bozeman Security Level: Email, Account Authentication (None)	DocuSigned by:  A11E06CE6D484D4... Signature Adoption: Drawn on Device Using IP Address: 155.190.9.7	Sent: 6/15/2026 3:01:00 PM Viewed: 6/15/2026 3:01:08 PM Signed: 6/15/2026 3:01:20 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/15/2026 3:01:00 PM
Certified Delivered	Security Checked	6/15/2026 3:01:08 PM
Signing Complete	Security Checked	6/15/2026 3:01:20 PM
Completed	Security Checked	6/15/2026 3:01:20 PM

Payment Events	Status	Timestamps

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Brit Fontenot, Economic Development Director

SUBJECT: Authorize the City Manager to sign the Scope of Work with Baker Tilly for a Housing Revenue Bond Proof of Concept for Affordable Multifamily Housing

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to sign the Scope of Work with Baker Tilly for a Housing Revenue Bond Proof of Concept for Affordable Multifamily Housing.

STRATEGIC PLAN: 4.5 Housing and Transportation Choices: Vigorously encourage, through a wide variety of actions, the development of sustainable and lasting housing options for underserved individuals and families and improve mobility options that accommodate all travel modes.

BACKGROUND:

Staff was directed to develop a proof of concept evaluating whether housing revenue bonds could serve as a feasible and repeatable financing tool to support affordable multifamily housing development in Bozeman. The study is intended to examine a specific financing approach rather than compare a broad range of alternatives.

Under the proposed scope, Baker Tilly will:

1. Develop assumptions and prototype project characteristics for affordable multifamily housing;
2. Create a conceptual housing revenue bond financing framework;
3. Build illustrative financial models showing how bond proceeds could be used to finance affordable housing projects;
4. Analyze bond sizing, repayment capacity, debt service coverage, and project feasibility;
5. Evaluate affordability scenarios and funding-gap requirements under varying assumptions; and
6. Prepare a proof-of-concept memorandum summarizing findings.

The work will provide information regarding project revenues, affordability

restrictions, operating performance, capital stack feasibility, public subsidy needs, and key factors affecting the viability of a housing revenue bond structure.

The study will be completed on a time-and-materials basis with a not-to-exceed amount of $9,000, plus any approved out-of-pocket expenses. The project is anticipated to be completed for use at the August 4th Commission work session on housing.

Bozeman continues to face significant housing affordability challenges. As housing costs increase, the City has an interest in identifying financing mechanisms that could help expand the supply of affordable multifamily housing while leveraging private and public resources effectively.

This proof-of-concept study will help determine whether housing revenue bonds could support affordable housing development in Bozeman by identifying potential debt capacity, affordability outcomes, funding gaps, and implementation considerations. The analysis will provide City officials, housing partners, and the community with a practical framework for evaluating whether housing revenue bonds could become part of the City's broader affordable housing strategy.

The study is not intended to authorize or initiate a bond issuance. Rather, it will provide the financial modeling and policy analysis necessary to inform future discussions regarding housing finance tools, potential legislative changes, and project-specific implementation opportunities.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As directed by the City Commission.

FISCAL EFFECTS: The cost of the analysis is up to $9,000 and will be coded to the Community Housing Fund.

Attachments:
Bozeman MT - Affordable Housing Revenue Bond Proof Of Concept Scope of Work.pdf

Report compiled on: June 24, 2026

RE: Housing Revenue Bond Proof of Concept for Affordable Multifamily Housing

DATE: June 18, 2026

This Scope Appendix is attached by reference to the Professional Services Agreement dated April 8th, 2025 ("Agreement") between the City of Bozeman, Montana ("City," or the "Client") and Baker Tilly Advisory Group, LP (BTAG) and relates to services to be provided by both BTAG and Baker Tilly Municipal Advisors, LLC (BTMA), collectively (Baker Tilly). For consideration of the following Scope Appendix, it should be understood that we will be acting as your Municipal Advisor in all capacities.

1. PURPOSE

The purpose of this Scope Appendix is to develop a proof of concept for the use of housing revenue bonds to support affordable multifamily housing projects in the City.

The proof of concept will focus on the financial modeling, policy rationale, and practical feasibility of a housing revenue bond structure. The work will illustrate how project revenues, affordability restrictions, public participation, and other available project sources may be organized to support repayment of bonds issued for affordable multifamily housing.

This scope is not intended to evaluate a broad menu of financing alternatives. Rather, it is intended to test and explain a specific concept: whether and how housing revenue bonds could be used as a replicable financing tool for affordable multifamily housing projects in the City.

2. SCOPE FOCUS

The scope will focus on the following core question:

Can a housing revenue bond structure be modeled in a way that demonstrates a feasible, understandable, and potentially repeatable method for financing affordable multifamily housing projects in the City, in furtherance of the policy objectives and needs of the City?

The analysis will emphasize:

- Bond sizing.
- Project revenues available for debt service.
- Affordability and rent restrictions.
- Operating cash flow.
- Debt service coverage.
- Capital stack feasibility.
- Public subsidy or gap financing requirements.
- Sensitivity to interest rates, construction costs, rents, operating costs, and occupancy.
- Project-level repayment capacity.
- Conceptual implementation requirements.

Since the basis of this review is to provide information to assist the City in potential policy or legal changes, discussion of potential issuance authorities will be limited and included only to frame how a housing revenue bond could be issued. The scope will not include a detailed legal analysis or comparison of all potential issuers.

3. PROJECT OBJECTIVES

The proof of concept will pursue the following objectives:

1. Develop a clear housing revenue bond concept for affordable multifamily housing in the City.
2. Prepare illustrative financial models showing how bond proceeds could support one or more affordable multifamily projects.
3. Estimate bond repayment capacity based on projected project revenues and available repayment sources.
4. Identify the level of affordability that may be supportable under different project assumptions.
5. Identify the amount of public, philanthropic, deferred, or subordinate funding that may be required to make a project feasible.
6. Demonstrate the relationship among rents, operating expenses, debt service, reserves, and affordability restrictions.
7. Provide a practical framework that City officials, housing partners, developers, and financial advisors may use to evaluate future housing revenue bond opportunities.
8. Identify next steps required to move from proof of concept to a project-specific financing plan.

4. SCOPE OF WORK

Baker Tilly will perform the following:

Task 1: Project Initiation and Assumption Setting

The project team will meet with the City, if necessary, to confirm the purpose, audience, and intended use of the proof of concept. This task will establish the working assumptions to be used in the housing revenue bond model.

Activities may include:

- Confirming the target project type or prototype.
- Establishing sample unit counts, bedroom mix, affordability levels, and rent assumptions.
- Identifying likely development cost assumptions.
- Establishing operating expense, vacancy, replacement reserve, and management assumptions.
- Identifying potential sources of repayment.
- Confirming whether the model should assume new construction, acquisition-rehabilitation, preservation, or a mixed-income structure.
- Confirming the desired affordability targets, such as households at specified area median income levels.
- Confirming presentation format and intended stakeholders.

Deliverable: Assumptions memorandum or assumptions matrix for use in the proof-of-concept model.

Task 2: Housing Revenue Bond Concept Framework

The project team will prepare a concise conceptual framework describing how a housing revenue bond structure could be used to finance affordable multifamily housing.

The framework will address:

- General structure of a housing revenue bond transaction.
- Potential issuer role, addressed only at a high conceptual level.
- Use of bond proceeds for eligible project costs.
- Project revenues available for debt service.
- Security and repayment concepts.
- Affordability restrictions.
- Reserve requirements.
- Relationship between bond proceeds and other project funding sources.
- Conceptual flow of funds.
- Key project risks and mitigation concepts.

Discussion of issuance authority will be limited to identifying the type of public entity or authority that may be relevant to a housing revenue bond structure. The scope will not include a detailed legal determination of issuer eligibility, statutory powers, or required approvals.

Deliverable: Housing revenue bond concept summary, including a transaction structure diagram or narrative flow of funds.

Task 3: Development of Illustrative Project Model

The project team will prepare an illustrative project-level financial model for an affordable multifamily housing project in the City. The model will be designed to demonstrate how housing revenue bonds could fund project costs and how repayment may be supported by project revenues.

The model may include:

- Development budget.
- Sources and uses of funds.
- Estimated bond proceeds.
- Estimated interest rate and amortization assumptions.
- Capitalized interest, cost of issuance, debt service reserve, and other bond-related assumptions.
- Rent schedule by unit type and affordability level.
- Gross potential rent.
- Vacancy and collection loss.
- Operating expenses.
- Net operating income.
- Annual debt service.
- Debt service coverage ratio.
- Replacement reserves.
- Operating reserves.
- Net cash flow after debt service.
- Funding gap or surplus.
- Affordability term assumptions.

- Summary of feasibility constraints.

Deliverable: Illustrative housing revenue bond financial model.

Task 4: Bond Sizing and Repayment Capacity Analysis

The project team will evaluate how much bond debt the sample project may be able to support under the agreed-upon assumptions.

The analysis will consider:

- Maximum bond size based on project revenues and debt service coverage.
- Impact of different amortization periods.
- Impact of different interest rate assumptions.
- Effect of rent restrictions on repayment capacity.
- Effect of operating expenses and vacancy assumptions.
- Need for funding or gap financing.
- Potential impact of reserves and issuance costs on net project proceeds.
- Relationship between bond sizing and affordability outcomes.

Deliverable: Bond sizing analysis showing estimated debt capacity under base-case and alternative scenarios.

Task 5: Affordability and Scenario Modeling

The project team will prepare limited scenario modeling to test how the housing revenue bond concept performs under different affordability, cost, and financing assumptions.

Scenarios may include:

- Different affordability mixes/assumptions.
- Different unit count or project sizes.
- Different operating expenses.
- Different interest rate assumptions.
- Different debt service coverage requirements.

The purpose of the scenario analysis will be to identify which project conditions are most likely to support a feasible housing revenue bond structure.

Deliverable: Limited scenario comparison table and summary of key feasibility drivers.

Task 6: Proof-of-Concept Memorandum

The project team will prepare a proof-of-concept memorandum summarizing the housing revenue bond model and its potential application to affordable multifamily housing in the City.

The memorandum will include:

- Executive summary.
- Purpose and scope of the proof of concept.
- Description of the housing revenue bond concept.
- Summary of project assumptions.
- Sources and uses summary.
- Bond sizing summary.
- Debt service and coverage analysis.
- Affordability scenario results.
- Funding gap analysis.
- Key feasibility drivers.
- Limited discussion of issuance considerations.
- Risks, constraints, and mitigation strategies.

Deliverable: Draft and final proof-of-concept memorandum.

Task 7: Stakeholder Presentation

The project team will prepare a presentation summarizing the housing revenue bond proof of concept for City leadership, City staff, or other stakeholders.

The presentation will explain:

- What a housing revenue bond is.
- How bond proceeds could fund affordable multifamily housing costs.
- How project revenues could repay the bonds.
- Why affordability restrictions affect bond sizing.
- What assumptions drive feasibility.
- What level of gap funding may be required.
- What decisions are needed before advancing housing objectives and legislative efforts.
- What additional professional review would be required before issuance.

Deliverable: Presentation deck and one stakeholder presentation meeting.

5. POTENTIAL OUTPUTS

The proof-of-concept package may include:

- Housing revenue bond concept summary.
- Transaction structure diagram.
- Flow of funds summary.
- Project assumptions matrix.
- Sources and uses model.
- Operating pro forma.

- Bond sizing model.
- Debt service coverage analysis.
- Affordability scenario comparison.
- Sensitivity analysis.
- Risk and mitigation summary.
- Limited issuance considerations checklist.
- Final memorandum and presentation materials.

6. ASSUMPTIONS

This scope assumes:

- The analysis will focus on a housing revenue bond concept and will not evaluate unrelated financing structures.
- Financial models will be illustrative and intended for proof-of-concept purposes only.
- The project team will rely on certain assumptions provided by the City, supplemented by reasonable modeling assumptions and market information where necessary.
- Bond interest rates, issuance costs, reserves, and coverage assumptions will be estimated for modeling purposes.
- Any discussion of issuance authority will be limited and conceptual as it is understood the basis of this work is to inform constituents for consideration of legislative adjustments.
- Legal and tax conclusions will require separate review by bond counsel.
- No bond issuance, rating, tax opinion, or legal opinion is provided under this scope.
- The model may include non-bond sources only to the extent necessary to demonstrate total project feasibility and the amount of funding required beyond bond proceeds.

7. CLIENT AND PARTNER RESPONSIBILITIES

The City will provide, as available:

- Housing policy goals and affordability targets.
- Operating model assumptions (owner-operate, or contract operator)
- Desired affordability restrictions.
- Review comments on draft materials.
- Direction regarding preferred modeling scenarios.

8. ANTICIPATED SCHEDULE

The proof of concept is expected to be completed over approximately six weeks following authorization to proceed and receipt of requested information.

A sample schedule is as follows:

- Week 1: Kickoff and confirmation of assumptions (if needed).
- Weeks 1–2: Development of housing revenue bond concept and base model.
- Weeks 2–3: Bond sizing and repayment capacity analysis.
- Weeks 3–4: Affordability and sensitivity scenarios.
- Week 4: Draft proof-of-concept memorandum.
- Week 5: Review meeting and revisions.
- Week 6: Final memorandum and stakeholder presentation.

9. KEY QUESTIONS TO BE ANSWERED

The proof of concept will be designed to answer the following questions:

1. How could a housing revenue bond structure be used to fund affordable multifamily housing in the City?
2. What project revenues may be available to repay the bonds?
3. How much bond debt could a sample project support?
4. What affordability levels are feasible under different assumptions?
5. How large is the remaining funding gap after modeled bond proceeds?
6. What assumptions most affect project feasibility?
7. What level of public or other support may be required?
8. What limited issuance considerations should be reviewed?
9. What characteristics should a pilot project have to support a housing revenue bond financing?
10. What additional analysis is required before moving from proof of concept to implementation?

10. COMPENSATION AND INVOICING

Fees for services set forth in this Scope Appendix will be billed based on work performed at a blended hourly rate of $370 per hour, not-to-exceed Nine Thousand Dollars ($9,000).

BTMA will invoice the Client for out-of-pocket expenses such as travel, copies, faxes, conference calls, credit reports, the cost of research information or other expenses necessary to complete this Scope Appendix. Additional work requested and authorized by the Client outside this scope of services shall be agreed upon separately. For general matters related to the work herein, the Client will not be billed for mileage or meals directly related to travel by Steve Scharff. All travel will be approved by the City prior to booking.

11. BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement. For this work, we will bill upon completion of services.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Agreement and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- Evaluate the adequacy and results of the nonattest services we perform.
- Accept responsibility for the results of our nonattest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

BTMA is unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time outside of what has been stated in the Agreement.

Termination

Notwithstanding termination provisions contained in the Agreement, this Scope Appendix is intended to be ongoing and applicable individually to specific services including debt issuance, continuing disclosure, (Sub-engagements) as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Signature,

BAKER TILLY MUNICIPAL ADVISORS, LLC



Steve Scharff, Director

bakertilly

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Jessica Ahlstrom, Water Conservation Program Manager
Adam Oliver, Stormwater Program Manager
Shawn Kohtz, Utilities Director

SUBJECT: Authorize the City Manager to Sign a Professional Services Agreement with Mountain Goat Instructional Design LLC. to Implement Year Six through Eight of a Direct Student Engagement Program in Bozeman Public Schools Utilizing the Bozeman Water Conservation and Stormwater Management Educator Guide

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign a Professional Services Agreement with Mountain Goat Instructional Design LLC. to Implement Year Six - Eight of a Direct Student Engagement Program in Bozeman Public Schools Utilizing the Bozeman Water Conservation and Stormwater Management Educator Guide.

STRATEGIC PLAN: 6.1 Clean Water Supplies: Ensure adequate supplies of clean water for today and tomorrow.

BACKGROUND: On October 15, 2015 the City entered into an agreement with Project WET Foundation, a local non-profit organization that provides action-oriented water education programs for students and teachers, to develop the Bozeman Water Conservation and Stormwater Management Educator Guide (Guide). The Guide, which correlates to Common Core and Next Generation Science Standard learning objectives at the 5th grade level, includes a series of five place-based, hands-on lessons that present complex concepts related to watersheds, water conservation and stormwater in a fun, relevant, and accessible manner.

From 2015-2018, nine Bozeman Public School teachers among seven schools volunteered to facilitate lessons included in the Guide to over 1,300 students. In 2017, the Bozeman Public School District adopted the Guide as a supplementary curriculum resource for all 5th grade classrooms.
Despite making a concerted effort to provide teachers with continuing education credits and flexible training to facilitate the Guide with students, it has become increasingly challenging to recruit teachers to utilize the Guide in the classroom. This is likely due in part to teacher turnover, heavy teacher workloads, and an increased time commitment to facilitate the lessons.

On January 25, 2022, the City of Bozeman launched the Bozeman Water Conservation and Stormwater Management Educator Guide Direct Student Engagement Program (Program) to provide 5th grade teachers with an opportunity to receive instructor support to teach the lessons directly to students - removing the time commitment associated with Guide implementation from the 5th grade teachers.
Previously, the Program had been managed under a single-year PSA and scope. To provide for long-term Program stability the attached PSA includes work to support the Program for the next three school years (2026-2027, 2027-2028, 2028-2029). Quotes to support this work were obtained and Mountain Goat Instructional Design LLC. was selected per purchasing policy requirements.

This program will advance the educational objectives of the Water Conservation and Stormwater Divisions by reaching more young learners with locally relevant, objective, and experiential water education. Additionally, the program will facilitate compliance with the City's MS4 Permit Outreach and Education and Public Involvement requirements.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by the Commission.

FISCAL EFFECTS: Total costs for this project are not to exceed $79,408.79 and will be paid for out of the approved Water Conservation and Stormwater Division professional services fund.

Attachments:
PSA_Mountain Goat Instructional Design_FY27.pdf
Exhibit A_Mountain Goat Instructional Design_FY27.pdf

Report compiled on: July 2, 2026

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 14 day of July, 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, Mountain Goat Instructional Design, LLC, 401 Sanders Ave. 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 14 day of July, 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.

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

9. Indemnity: For other than professional services rendered, to the fullest extent permitted by law, Contractor agrees to release, defend, indemnify, and hold harmless the City, its agents, representatives, employees, and officers (collectively referred to for purposes of this Section as the City) from and against any and all claims, demands, actions, fees and costs (including attorney's fees and the costs and fees of expert witness and consultants), losses, expenses, liabilities (including liability where activity is inherently or intrinsically dangerous) or damages of whatever kind or nature connected therewith and without limit and without regard to the cause or causes thereof or the negligence of any Party or Parties that may be asserted against, recovered from or suffered by the City occasioned by, growing or arising out of or resulting from or in any way related to: (i) the negligent, reckless, or intentional misconduct of Contractor; or (ii) any negligent, reckless, or intentional misconduct of any of Contractor's agents.

For the professional services rendered, to the fullest extent permitted by law, Contractor agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's agents or employees.

For any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes Contractor must indemnify, defend, and hold the City harmless from any and all claims, demands, costs, expenses, damages, and liabilities arising out of, resulting from, or occurring.

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

Contractor's indemnity under this Section must be without regard to and without any right to contribution from any insurance maintained by City.

Should the City be required to bring an action against Contractor to assert its right to defense or indemnification under this Agreement or under Contractor's applicable insurance policies required below, the City must be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines Contractor was obligated to defend the claim(s) or was obligated to indemnify the City for a claim(s) or any portion(s) thereof.

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

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

10. **Insurance:** In addition to and independent from Contractor's indemnity obligations under Section 9, Contractor must, at Contractor's expense, secure insurance coverage through an insurance company or companies duly licensed and authorized to conduct insurance business in Montana which insures the liabilities and obligations specifically assumed by Contractor in this Section. The insurance coverage must not contain any exclusion for liabilities specifically assumed by Contractor in Section 9.

The insurance must be occurrence-based, and cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by City without limit and without regard to the cause. Contractor must furnish to City an accompanying certificate of insurance and accompanying endorsements in amounts not less than as follows:

- Workers' Compensation – statutory;
- Employers' Liability - $1,000,000 per claim; $2,000,000 per occurrence;
- Commercial General Liability - $1,000,000 per claim; $2,000,000 per occurrence;
- Automobile Liability - $1,000,000 per property damage claim and $1,000,000 per bodily injury claim; $2,000,000 per accident; and
- Professional Liability - $1,000,000 per claim; $2,000,000 per occurrence.

The above amounts must be exclusive of defense costs. City must be endorsed as an additional insured on a primary non-contributory basis on the Commercial General, Employer's Liability, and Automobile Liability policies. The insurance and required endorsements must be

approved by City and must include no less than a thirty (30) day notice of cancellation or non-renewal. Contractor must notify City within two (2) business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason.

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

11. Waiver of Claims: Contractor also waives any and all claims and recourse against City, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except "responsibility for [City's] own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent" as per 28-2-702, MCA.

12. Termination for Contractor's Fault:

a. If Contractor refuses or fails to timely do the work, or any part thereof, or fails to perform any of its obligations under this Agreement, or otherwise breaches any terms or conditions of this Agreement, City may, by written notice, terminate this Agreement and Contractor's right to proceed with all or any part of the work ("Termination Notice Due to Contractor's Fault"). City may then take over the work and complete it, either with its own resources or by re-letting the contract to any other third Party.

b. In the event of a termination pursuant to this Section 12, Contractor must be entitled to payment only for those services Contractor actually rendered.

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

d. In the event of termination under this Section 12, Contractor must, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

13. 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 13, Contractor is entitled to payment only for those services Contractor actually rendered on or before the receipt of the Notice of Termination for City's Convenience.

d. The compensation described in Section 13(c) is the sole compensation due to Contractor for its performance of this Agreement. Contractor must, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

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

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

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

c. Return of Physical Property. Upon expiration or termination of this Agreement, Contractor agrees to return to City all City property, including but not limited to any and all physical items such as documentation, records, and equipment, which is in Contractor's

possession or under Contractor's control. Contractor must submit to City a detailed account of all of City's property in its possession or under Contractor's control. Contractor must return City's property in a method acceptable to City within ten (10) working days. Unless otherwise mutually agreed upon by the Parties, at no time must any of City's property be retained by Contractor upon expiration or termination of this Agreement.

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

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

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

15. 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.

16. Representatives and Notices:

a. **City's Representative**: City's Representative for the purpose of this Agreement must be Frank Greenhill, Stormwater Program Specialist, 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 Molly Iversen, Owner, Mountain Goat Instructional Design, LLC. or such other individual as Contractor must designate in writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication must be directed to Contractor's Representative; provided, however, that in exigent circumstances when Contractor's Representative is not available, City may direct its direction or communication to other designated Contractor personnel or agents.

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

17. **Permits**: Contractor must provide all notices, comply with all applicable laws, ordinances, rules, and regulations, obtain all necessary permits, licenses, including a City of Bozeman business license, and inspections from applicable governmental authorities, and pay all fees and charges in connection therewith.

18. **Laws and Regulations**: Contractor must comply fully with all applicable state and federal laws, regulations, and municipal ordinances including, but not limited to, all workers' compensation laws, all environmental laws including, but not limited to, the generation and disposal of hazardous waste, the Occupational Safety and Health Act (OSHA), the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination, affirmative action, and utilization of minority and small business statutes and regulations.

20. **Generative Artificial Intelligence (AI):** Contractor must inform the City's representative of its intention to utilize Generative AI to fulfill the deliverables or services detailed in the Scope of Services. City's representative may, in their discretion, permit or deny Contractor's use of Generative AI. If Contractor is permitted to use Generative AI, Contractor agrees to review any work created by Generative AI for accuracy, bias, and copyright infringement. Contractor agrees

it will never submit any confidential or personal identifiable information acquired through this Agreement into a Generative AI system. For the purposes of this section, Generative AI is defined as a deep learning model that can generate high quality content such as stories or writings, images, voice replication and music.

21. Nondiscrimination and Equal Pay: Contractor agrees that all hiring by Contractor of persons performing this Agreement must be on the basis of merit and qualifications. Contractor must have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. Contractor cannot refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual orientation, gender identity, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction. Contractor is subject to and must comply with Title VI of the Civil Rights Act of 1964; Section 140, Title 2, United States Code, and all regulations promulgated thereunder.

Contractor represents it is, and for the term of this Agreement will be, in compliance with the requirements of the Equal Pay Act of 1963 and Section 39-3-104, MCA (the Montana Equal Pay Act). Contractor must report to City any violations of the Montana Equal Pay Act that Contractor has been found guilty of within 60 days of such finding for violations occurring during the term of this Agreement.

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

22. Intoxicants; DOT Drug and Alcohol Regulations/Safety and Training: Contractor must not permit or suffer the introduction or use of any intoxicants, including alcohol or illegal drugs, by any employee or agent engaged in services to City under this Agreement while on City property or in the performance of any activities under this Agreement. Contractor acknowledges it is aware of and must comply with its responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. City must have the right to request proof of such compliance and Contractor must be obligated to furnish such proof.

Contractor must be responsible for instructing and training Contractor's employees and agents in proper and specified work methods and procedures. Contractor must provide continuous

inspection and supervision of the work performed. Contractor is responsible for instructing its employees and agents in safe work practices.

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

24. **Reports/Accountability/Public Information**: Contractor agrees to develop and/or provide documentation as requested by City demonstrating Contractor's compliance with the requirements of this Agreement. Contractor must allow City, its auditors, and other persons authorized by City to inspect and copy its books and records for the purpose of verifying that the reimbursement of monies distributed to Contractor pursuant to this Agreement was used in compliance with this Agreement and all applicable provisions of federal, state, and local law. Contractor cannot issue any statements, releases or information for public dissemination without prior approval of City.

25. **Non-Waiver**: A waiver by either Party of any default or breach by the other Party of any terms or conditions of this Agreement does not limit the other Party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.

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

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

28. **Dispute Resolution**:

a. Any claim, controversy, or dispute between the Parties, their agents, employees, or representatives must be resolved first by negotiation between senior-level personnel from each Party duly authorized to negotiate settlement agreements. Upon mutual agreement of the Parties,

the Parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. The Parties must attempt to resolve by negotiation within 90 days after the claim, controversy, or dispute has arisen.

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

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

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

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

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

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

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

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

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

37. **Consent to Electronic Signatures**: The Parties have consented to execute this Agreement electronically in conformance with the Montana Uniform Electronic Transactions Act, Title 30, Chapter 18, Part 1, MCA.

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

****** END OF AGREEMENT EXCEPT FOR SIGNATURES ******

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written or as recorded in an electronic signature.

CITY OF BOZEMAN, MONTANA

By_____
Chuck Winn, City Manager

APPROVED AS TO FORM:

By_____
Greg Sullivan, Bozeman City Attorney

Mountain Goat Instructional Design, LLC

By_____
Molly Iversen, Owner

Exhibit A: Scope of Services

Water Conservation and Stormwater Direct Student Engagement Program (Program)

I. Purpose

Educate 5th grade students in the Bozeman Public School District on Bozeman's watershed, the importance of water conservation, and stormwater runoff and pollution through the implementation of the Bozeman Water Conservation and Stormwater Management Educator Guide Curriculum.

II. Student Learning Objectives

- Knowledge in the main components of a watershed and how water moves within Bozeman's watershed;
- Understand major components of the Gallatin and Bozeman Municipal watersheds throughout the year;
- Gather information on water use data to calculate, organize, and understand the importance of implementing water conservation measures; and
- Understand how Bozeman's stormwater distribution system works and factors that affect water movement throughout the City.

III. Curriculum Description

- Seeing Bozeman's Watershed:
  - Students learn what a watershed is, describe how water flows in a watershed based on elevation, and use maps to identify key parts and functions of watersheds in general and in the Gallatin River and Bozeman Municipal Watersheds, specifically.
- Bozeman Home Water Investigation:
  - Students discuss Bozeman water sources and water conservation concepts, conduct a home water investigation, and compare and contrast results with and without the implementation of water conservation practices. Students then make recommendations for personal conservation strategies at home based on water and monetary savings.
- A Year in the Gallatin River Watershed:
  - Students participate in a hands-on exercise to describe how water flows in their watershed based on elevation and seasons.
- Stormwater Hike:
  - Students are introduced to City urban watershed concepts and the Bozeman stormwater distribution system through an investigation of water flow on their school grounds.
- Adding Up Stormwater Pollution:
  - Students demonstrate how runoff carries nonpoint source pollution into Bozeman's storm sewer system and ultimately into our waterways without going to a treatment plant. Focus is on everyone's contribution, group and individual action, the pollution of water as it flows through the City of Bozeman and how it can be reduced.

IV. Contractor Requirements & Responsibilities

- Contractor will facilitate the entire Bozeman Water Conservation and Stormwater Management Educator Guide Curriculum to all interested 19 5th grade classrooms in the Bozeman Public School District (BPSD) during the 2026-2027, 2027-2028, and 2028-2029 school years;
- Contractor will prepare and provide the City with a teaching plan, including but not limited to how the five (5) lessons in the Bozeman Water Conservation and Stormwater Management Educator Guide will be facilitated/administered for each participating classroom (frequency/duration of visits);
- Contractor will actively recruit all BPSD 5th grade classes to participate in the Program based on a method and approach agreed upon by the City;
- Contractor will work with all interested classes to schedule times to facilitate the lessons;
- Contractor will provide curriculum training to any subcontractors or educators that Contractor requires to assist with program implementation in order to effectively facilitate the Bozeman Water Conservation and Stormwater Management Educator Guide curriculum;
- Contractor will provide students with quantifiable pre- and post- curriculum knowledge assessments to track the effectiveness of this program;
- Contractor will be responsible for communicating and organizing scheduled teaching days with participating 5th grade teachers, as needed;
- Contractor will provide a summary report to the City outlining program successes, lessons learned and student impacts after completion of the program – including all pre- and post-assessment results.

V. City Responsibilities

- Provide the Bozeman Water Conservation and Stormwater Management Educator Guide curriculum to Contractor for teaching;
- Provide Contractor with pre- and post- curriculum knowledge assessments;
- Provide Contractor with relevant teaching materials pertaining to the curriculum.

VI. Cost & Timeline

School Year 2026-2027: Program Administration	
Scheduling, communications, assessments, training, data analysis and reporting.	Not to Exceed $6,581.25
School Year 2026-2027: Implementation	
Cost to present program in 19, 5th grade classrooms (three, 1.5 hour visits per classroom) is $1012.50 per classroom, or $337.50 per visit, totaling $19,237.50. Contractor shall invoice City only for visits completed.	Not to Exceed $19,237.50
School Year 2027-2028: Program Administration	
Scheduling, communications, assessments, training, data analysis and reporting.	Not to Exceed $6,745.78
School Year 2027-2028: Implementation	

Cost to present program in 19, 5th grade classrooms (three, 1.5 hour visits per classroom) is $1037.81 per classroom, or $345.94 per visit, totaling $19,718.44. Contractor shall invoice City only for visits completed.	Not to Exceed $19,718.44
School Year 2028-2029: Program Administration	
Scheduling, communications, assessments, training, data analysis and reporting.	Not to Exceed $6,914.43
School Year 2028-2029: Implementation	
Cost to present program in 19, 5th grade classrooms (three, 1.5 hour visits per classroom) is $1063.75 per classroom, or $354.59 per visit, totaling $20,211.40. Contractor shall invoice City only for visits completed.	Not to Exceed $20,211.40

Project timeline includes the entirety of the 2026-2027, 2027-2028, and 2028-2029 school years. The Program must be complete by the end of the 2028-2029 school year. Contractor will commit to one classroom day per week throughout the school year. Implementation may be spread unevenly across the school year (for example, contractor may work additional days per week during the fall, and fewer during the winter).

City shall pay 50% of the 2026-2027 school year program administration costs upon approval of this agreement ($3,290.63). City shall pay the remaining 50% program administration costs ($3,290.62) at the end of the first 30-day period after approval of the agreement. Contractor will then invoice no more than monthly. Amounts will be based on completed classroom visits. Final 2026-2027 school year invoice must be received by June 15, 2027.

City shall pay 50% of the 2027-2028 school year program administration costs ($3,372.89) not before July 1, 2027. City shall pay the remaining 50% program administration costs ($3,372.89) no sooner than 30 days after first payment. Contractor will then invoice no more than monthly. Amounts will be based on completed classroom visits. Final 2027-2028 school year invoice must be received by June 15, 2028.

City shall pay 50% of the 2028-2029 school year program administration costs ($3,457.22) not before July 1, 2028. City shall pay the remaining 50% program administration costs ($3,457.21) no sooner than 30 days after first payment. Contractor will then invoice no more than monthly. Amounts will be based on completed classroom visits. Final 2028-2029 school year invoice must be received by June 15, 2029.

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Cola Rowley, Assistant City Manager

SUBJECT: Authorize City Manager to Sign a Professional Services Agreement with Mediation Help Association, LLC, for Landlord Tenant Mediation Services for Bozeman Residents

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: I move to authorize the City Manager to sign the Professional Services Agreement with Mediation Help Association, LLC, for Landlord Tenant Mediation Services for Bozeman residents.

STRATEGIC PLAN: 3.3 Friendly Community: Ensure Bozeman continues to welcome diversity through policies and public awareness.

BACKGROUND:

In January of 2023, the City Commission, pursuant to Resolution 5626 (adopted August 6, 2024), established a priority to develop a tenant right to counsel program. On May 13, 2025, the City Commission held a work session on Tenant's Right to Counsel (TRC). At the conclusion of that work session, all members of the City Commission indicated their support to move forward with developing an ordinance for a civil right to legal counsel for tenants in the city. Additionally, a majority of commissioners expressed interest in exploring a mediation program open to both landlords and tenants in an effort to resolve disputes prior to or in lieu of litigation.

On December 2, 2025, the City Commission adopted Resolution 2025-77 and provisionally adopted Ordinance 2025-11 creating a Tenant Right to Counsel Program and a Landlord Tenant Mediation Program. Final adoption of the ordinance was December 16, 2025. The City went through two public request for proposal processes for the mediation program during the spring of 2026. This contract is a result of that procurement process and will create and implement a city funded mediation program open to all landlords leasing residential property in Bozeman and all residential tenants residing in Bozeman.

UNRESOLVED ISSUES: Program implementation.

ALTERNATIVES: As recommended by the City Commission.

FISCAL EFFECTS: One year contract for $50,000 with an ability to review in 6 months if demand for service is less than anticipated.

Attachments:
Mediation Servcies PSA.pdf
Exhibit A Mediation Scope of Service Final.pdf

Report compiled on: July 6, 2026

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 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, Mediation Help Association, LLC, with a mailing address of 280 W Kagy Blvd Box 210, Bozeman, MT 59715 hereinafter referred to as "Contractor." City and Contractor may be referred to individually as "Party" and collectively as "Parties."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the Parties to this Agreement agree as follows:

1. Purpose: City agrees to enter this Agreement with Contractor to perform 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 1st day of 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. 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. **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.

8. Insurance: In addition to and independent from Contractor's indemnity obligations under Section 7, 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 7.

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.

9. 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.

10. 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 10, Contractor must be entitled to payment only for those services Contractor actually rendered.

c. Any termination provided for by this Section 10 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 10, 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.

11. 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 11, 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 11(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.

12. 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.

13. Representatives and Notices:

a. **City's Representative**: City's Representative for the purpose of this Agreement must be **Assistant City Manager, Cola Rowley** 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 Bonnie Fedchock 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.

14. 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.

15. 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.

16. 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.

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

18. 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.

19. 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.

20. 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.

21. 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.

22. **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.

23. 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.

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

25. **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.

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

27. **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.

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

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

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

31. **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.

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

33. **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.

34. **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.

35. **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 Mediation Help Association, LLC

By _____
Bonnie Fedchock, Owner

Exhibit A

Landlord/Tenant Mediation Program Scope of Services

- Develop and maintain an email account for the Bozeman Landlord Tenant Mediation Program for inquires and communication and prioritize one (1) business-day response time on all communications.
- Develop an intake system for non-court ordered party-initiated mediation including but not limited to a welcome script, an organized way to request and gather the other party's contact information and a standardized way to reach out to the other party to inquire as to if they will be willing to mediate the issue. Two attempts at a request to mediate will be made.
- Develop an intake system for court referred mediation.
- Create a system for parties to provide relevant or requested documents to mediator ahead of mediation including but not limited to a lease agreement, brief description of the dispute and a proposed resolution when appropriate.
- Develop scheduling mechanisms for mediations.
- Conduct mediations online with the ability to caucus with the parties.
- Skillfully conduct mediations pursuant to obtained mediation training, skills and certifications.
- Memorialize any agreement reached in mediation in a written summary and provide a copy to both parties. Proposed stipulation agreements may be drafted by counsel representing the parties for the mediator to review and finalize. For court referred mediations, produce documentation as required by the referring court. In the interests of confidentiality, these documents will not be provided to the City.
- Maintain confidentiality of all mediation inquiries and participants.
- Review and provide feedback on City informational materials related to Mediation Program.
- Collect, maintain and provide to the City the following aggregated data on a quarterly basis:
    - Number of general inquiries received.
    - Number of mediations requested.
    - Number of unique clients vs repeat clients (broken out by Landlords and Tenants)
    - Which party-initiated request: Landlord or Tenant
    - Was contact made with other party? If so, did the other side agree to mediation?
    - Number of mediations held (broken out between party initiated vs. court referral)
    - Average duration of mediation session.
    - Average time from intake to resolution (i.e. 3 weeks).

    - Whether or not an agreement was reached in mediation (broken out between party initiated vs. court referral)
    - General issue being mediated (i.e. unpaid rent, repairs, pets, etc.)
    - Number of cases in which a party is represented by counsel (broken out by Landlord and Tenant).
- Work with the City to create short voluntary exit survey following mediation to gather basic demographics and feedback on process.
- Provide Quarterly Reports to the City including but not limited to the current state of the program, the quarterly data required in this Scope of Service, and any exit survey responses obtained during the reporting period. Quarterly reports are due to the City on October 15, 2026, January 15, 2027, April 15, 2027, and July 15, 2027.

Compensation: The City agrees to pay up to $50,000.00 for this one-year contract for mediation services. This will be distributed equally over the course of 12 months with payment made by the City at the end of every month in the amount of $4,166.67 to the Contractor. No monthly invoice is required by the Contractor; however the submittal of quarterly reports is required prior to the issuance of payment in October 2026, January 2027, April 2027 and July 2027. In the event of lack of reporting, no subsequent month will be compensated until the reporting is submitted.

The parties acknowledge and agree that this is a pilot program with unknown time and usage and that the compensation contemplated is based on an assumption that the Contractor will spend on average 8 hours per week fulfilling the scope of service. The parties agree to review the data upon the January 15, 2027, report. In the event the data reflects the demand for the program is less than anticipated and the data reflects the average hours spent on this contract is five (5) hours or less a week, the parties agree to renegotiate the compensation structure and/or rate based on usage.

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Jessica Ahlstrom, Water Conservation Program Manager
Shawn Kohtz, Utilities Director

SUBJECT: Authorize the City Manager to Sign a Professional Services Agreement with Mimir Water LLC. for Commercial, Institutional and Industrial (CII) Water Audit Program Services

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign a Professional Services Agreement with Mimir Water LLC. for Commercial, Institutional and Industrial (CII) Water Audit Program Services.

STRATEGIC PLAN: 6.1 Clean Water Supplies: Ensure adequate supplies of clean water for today and tomorrow.

BACKGROUND: Commercial, institutional, and industrial (CII) properties account for roughly 33% of total annual water use in the City of Bozeman, providing an opportunity to yield significant water savings when water efficiency measures are implemented in these facilities. The City offers several free products and services to water customers to help them save water, including free water use assessments for CII properties.

Assessing water use in CII facilities is complex and challenging.

- Many CII properties share a water meter with other properties, making it challenging to identify end uses attributed to each property connected to that meter.
- Numerous fixtures, cooling, and building systems are in place at CII facilities. These systems differ from site to site and are complex.
- Identifying opportunities to increase efficiency extends beyond upgrading equipment and identifying & fixing leaks. To realize meaningful water savings, it is important to understand complex systems and work with the property owner or manager to integrate water management into existing routines and assist with the development of standard operating procedures that include water efficiency.

In 2024 and 2025, the City hired Mimir Water LLC. to support the development of a robust CII water use assessment program. Program elements include providing on-site assessments to identify potential water efficiency projects, correcting mechanical failures, making operational

improvements, applying advanced submetering measurement technologies, evaluating high-resolution water signatures, working with property managers to integrate water efficiency into existing management routines, and/or identifying effective equipment upgrade options. All site visits with Mimir Water LLC. double as training opportunities to build internal capacity and knowledge. This includes equipment and process training prior to site assessments, on-site training, hands-on training with submeter installation and water pattern analysis, and all other CII customer support actions.

Over the last two years, the City has saved an estimated 17 million gallons of water through its CII water use assessment program, which is equivalent to the water needed to serve 209 single households or 417 multi-household units.

The attached professional services agreement outlines professional services provided by Mimir Water LLC. to continue and build upon this work, reaching more CII customers to achieve water conservation goals outlined in the 2013 Integrated Water Resources Plan and 2023 Water Conservation and Efficiency Plan.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by the Commission.

FISCAL EFFECTS: Total project costs will not exceed $24,000.00 and will be paid for from the approved Water Conservation Division professional services fund.

Attachments:
PSA_CII Water Audit Program_Mimir Water.pdf
Exhibit A_Scope of Services_CII Water Auditing Services.pdf

Report compiled on: July 1, 2026

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 14 day of July, 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, Mimir's Well, LLC (DBA Mimir Water) with a mailing address of 819 E C ST, Deer Park, WA 99006, hereinafter referred to as "Contractor." The City and Contractor may be referred to individually as "Party" and collectively as "Parties."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. Purpose: City agrees to enter this Agreement with Contractor to perform for City services described in the Scope of Services attached hereto as Exhibit A and by this reference made a part hereof.

2. Term/Effective Date: This Agreement is effective upon the Effective Date.

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

5. Contractor's Representations: To induce City to enter into this Agreement, Contractor makes the following representations:

a. Contractor has familiarized itself with the nature and extent of this Agreement, the Scope of Services, and with all local conditions and federal, state and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress or performance of the Scope of Services.

b. Contractor represents and warrants to City that it has the experience and ability to perform the services required by this Agreement; that it will perform the services in a professional, competent and timely manner and with diligence and skill; that it has the power to enter into and perform this Agreement and grant the rights granted in it; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party, whether rights of copyright, trademark, privacy, publicity, libel, slander or any other rights of any nature whatsoever, or violate any federal, state and municipal laws. The City will not determine or exercise control as to general procedures or formats necessary to have these services meet this warranty.

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

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, Montana Code Annotated (MCA), and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law.

Contractor shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

In the event that, during the term of this Agreement, any labor problems or disputes of any type arise or materialize which in turn cause any services to cease for any period of time, Contractor specifically agrees to take immediate steps, at its own expense and without expectation of reimbursement from City, to alleviate or resolve all such labor problems or disputes. The specific steps Contractor shall take shall be left to the discretion of Contractor; provided, however, that Contractor shall bear all costs of any related legal action. Contractor shall provide immediate relief to the City so as to permit the services to continue at no additional cost to City.

Contractor shall indemnify, defend, and hold the City harmless from any and all claims, demands, costs, expenses, damages, and liabilities arising out of, resulting from, or occurring in connection with any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes.

7. Indemnity/Waiver of Claims/Insurance: For other than professional services rendered, to the fullest extent permitted by law, Contractor agrees to release, defend, indemnify, and hold harmless the City, its agents, representatives, employees, and officers (collectively referred to for purposes of this Section as the City) from and against any and all claims, demands, actions, fees and costs (including attorney's fees and the costs and fees of expert witness and consultants), losses, expenses, liabilities (including liability where activity is inherently or intrinsically dangerous) or damages of whatever kind or nature connected therewith and without limit and without regard to the cause or causes thereof or the negligence of any party or parties that may be asserted against, recovered from or suffered by the City occasioned by, growing or arising out of or resulting from or in any way related to: (i) the negligent, reckless, or intentional misconduct of the Contractor; or (ii) any negligent, reckless, or intentional misconduct of any of the Contractor's agents.

For the professional services rendered, to the fullest extent permitted by law, Contractor agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or intentional misconduct of the Contractor or Contractor's agents or employees.

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

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

Should the City be required to bring an action against the Contractor to assert its right to defense or indemnification under this Agreement or under the Contractor's applicable insurance policies required below, the City shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines the Contractor was obligated to defend the claim(s) or was obligated to indemnify the City for a claim(s) or any portion(s) thereof.

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

Contractor also waives any and all claims and recourse against the City, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except "responsibility for [City's]

own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent" as per 28-2-702, MCA.

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

In addition to and independent from the above, Contractor shall at Contractor's expense secure insurance coverage through an insurance company or companies duly licensed and authorized to conduct insurance business in Montana which insures the liabilities and obligations specifically assumed by the Contractor in this Section. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by the Contractor in this Section.

The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the City without limit and without regard to the cause therefore and which is acceptable to the City. Contractor shall furnish to the City an accompanying certificate of insurance and accompanying endorsements in amounts not less than as follows:

- Workers' Compensation – statutory;
- Employers' Liability - $1,000,000 per occurrence; $2,000,000 annual aggregate;
- Commercial General Liability - $1,000,000 per occurrence; $2,000,000 annual aggregate;
- Automobile Liability - $1,000,000 property damage/bodily injury per accident; and
- Professional Liability - $1,000,000 per claim; $2,000,000 annual aggregate.

The above amounts shall be exclusive of defense costs. The City shall be endorsed as an additional or named insured on a primary non-contributory basis on the Commercial General, Employer's Liability, and Automobile Liability policies. The insurance and required endorsements must be in a form suitable to City and shall include no less than a thirty (30) day notice of cancellation or non-renewal. Contractor shall notify City within two (2) business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason.

The City must approve all insurance coverage and endorsements prior to the Contractor commencing work.

8. Termination for Contractor's Fault:

a. If Contractor refuses or fails to timely do the work, or any part thereof, or fails to perform any of its obligations under this Agreement, or otherwise breaches any terms or conditions of this Agreement, the City may, by written notice, terminate this Agreement and the Contractor's right to proceed with all or any part of the work ("Termination Notice Due to Contractor's Fault"). The City may then take over the work and complete it, either with its own resources or by re-letting the contract to any other third party.

b. In the event of a termination pursuant to this Section 8, Contractor shall be entitled to payment only for those services Contractor actually rendered.

c. Any termination provided for by this Section 8 shall be in addition to any other remedies to which the City may be entitled under the law or at equity.

d. In the event of termination under this Section 8, Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

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

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

b. Upon receipt of the Notice of Termination for City's Convenience, unless otherwise directed in the Notice, the Contractor shall immediately cease performance under this Agreement and make every reasonable effort to refrain from continuing work, incurring additional expenses or costs under this Agreement and shall immediately cancel all existing orders or contracts upon terms satisfactory to the City. Contractor shall do only such work as may be necessary to preserve, protect, and maintain work already completed or immediately in progress.

c. In the event of a termination pursuant to this Section 9, Contractor is entitled to payment only for those services Contractor actually rendered on or before the receipt of the Notice of Termination for City's Convenience.

d. The compensation described in Section 9(c) is the sole compensation due to Contractor for its performance of this Agreement. Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

10. Limitation on Contractor's Damages; Time for Asserting Claim:

a. In the event of a claim for damages by Contractor under this Agreement, Contractor's damages shall be limited to contract damages and Contractor hereby expressly waives any right to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature or kind.

b. In the event Contractor wants to assert a claim for damages of any kind or nature, Contractor shall provide City with written notice of its claim, the facts and circumstances surrounding and giving rise to the claim, and the total amount of damages sought by the claim, within thirty (30) days of the facts and circumstances giving rise to the claim. In the event Contractor fails to provide such notice, Contractor shall waive all rights to assert such claim.

11. Representatives and Notices:

a. City's Representative: The City's Representative for the purpose of this Agreement shall be Jessica Ahlstrom, Water Conservation Program 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. Contractor's Representative: The Contractor's Representative for the purpose of this Agreement shall be Annikki Chamberlain, President, Mimir Water, or such other individual as Contractor shall designate in writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication shall be directed to Contractor's Representative; provided, however, that in exigent circumstances when Contractor's Representative is not available, City may direct its

direction or communication to other designated Contractor personnel or agents.

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

12. Permits: Contractor shall provide all notices, comply with all applicable laws, ordinances, rules, and regulations, obtain all necessary permits, licenses, including a City of Bozeman business license, and inspections from applicable governmental authorities, and pay all fees and charges in connection therewith.

13. Laws and Regulations: Contractor shall comply fully with all applicable state and federal laws, regulations, and municipal ordinances including, but not limited to, all workers' compensation laws, all environmental laws including, but not limited to, the generation and disposal of hazardous waste, the Occupational Safety and Health Act (OSHA), the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination, affirmative action, and utilization of minority and small business statutes and regulations.

14. Nondiscrimination and Equal Pay: The Contractor agrees that all hiring by Contractor of persons performing this Agreement shall be on the basis of merit and qualifications. The Contractor will have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. The Contractor will not refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual orientation, gender identity, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction. The Contractor shall be subject to and comply with Title VI of the Civil Rights Act of 1964; Section 140, Title 2, United States Code, and all regulations promulgated thereunder.

Contractor represents it is, and for the term of this Agreement will be, in compliance with the requirements of the Equal Pay Act of 1963 and Section 39-3-104, MCA (the Montana Equal Pay Act). Contractor must report to the City any violations of the Montana Equal Pay Act that Contractor has

been found guilty of within 60 days of such finding for violations occurring during the term of this Agreement.

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

15. Intoxicants; DOT Drug and Alcohol Regulations/Safety and Training: Contractor shall not permit or suffer the introduction or use of any intoxicants, including alcohol or illegal drugs, by any employee or agent engaged in services to the City under this Agreement while on City property or in the performance of any activities under this Agreement. Contractor acknowledges it is aware of and shall comply with its responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. City shall have the right to request proof of such compliance and Contractor shall be obligated to furnish such proof.

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

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

17. Reports/Accountability/Public Information: Contractor agrees to develop and/or provide documentation as requested by the City demonstrating Contractor's compliance with the requirements of this Agreement. Contractor shall allow the City, its auditors, and other persons authorized by the City to inspect and copy its books and records for the purpose of verifying that the reimbursement of monies distributed to Contractor pursuant to this Agreement was used in compliance with this Agreement and all applicable provisions of federal, state, and local law. The Contractor shall not issue any statements, releases or information for public dissemination without prior approval of the City.

18. **Non-Waiver**: A waiver by either party of any default or breach by the other party of any terms or conditions of this Agreement does not limit the other party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.

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

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

21. **Dispute Resolution**:

a. Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions.

b. If the parties are unable to resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement.

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

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

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

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

27. **No Third-Party Beneficiary**: This Agreement is for the exclusive benefit of the

parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.

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

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

30. **Consent to Electronic Signatures**: The Parties have consented to execute this Agreement electronically in conformance with the Montana Uniform Electronic Transactions Act, Title 30, Chapter 18, Part 1, MCA.

31. **Extensions:** This Agreement may, upon mutual agreement, be extended for a period of one year by written agreement of the Parties. In no case, however, may this Agreement run longer than three years.

****** END OF AGREEMENT EXCEPT FOR SIGNATURES ******

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written or as recorded in an electronic signature.

CITY OF BOZEMAN, MONTANA

By_____
Chuck Winn, City Manager

MIMIR WATER LLC.

By_____
Annikki Chamberlain, President

APPROVED AS TO FORM:

By_____
Greg Sullivan, Bozeman City Attorney

Exhibit A: Scope of Services for City of Bozeman CII Water Use Assessment Program

Introduction

Mimir Water specializes in implementing water efficiency projects at commercial properties using a customer success strategy.

Successful water management is a goal for all commercial properties and would provide countless benefits to operations including cost reduction, time efficiency, asset protection, and more. Although water efficiency is desirable, there are hundreds of water-use endpoints spread across a property's irrigation, cooling, and building systems that properties must juggle with competing priorities. Projects or initiatives that require large departures from existing business routines are typically seen as too cumbersome, too expensive, or not relevant enough for businesses to adopt. Furthermore, commercial properties rarely have technical water expertise in-house and find it difficult to understand and implement water efficiency recommendations without technical support and guidance.

Mimir Water overcomes these common failure points by integrating practical water efficiency solutions into existing business routines and providing ongoing technical support. Habit-stacking water management onto existing routines minimizes disruption because it is seen as a 'process improvement' as opposed to a 'change'. Due to the nature of commercial operations, water management projects can be derailed by a simple unforeseen challenge or gap in technical knowledge if there is no support available to help resolve the issue. Mimir Water works directly with facilities staff to plan, implement, and evolve water management projects to ensure customer success. This has proven to be a successful strategy and, in fact, fosters a proactive water efficiency partnership between the water provider and the commercial property.

Methodology

Mimir Water will work with City staff to engage commercial customers, conduct assessments, implement recommendations, and evaluate results. All site interactions will double as training opportunities to build internal capacity.

Once the customer is engaged and scheduled, Mimir Water conducts a Water Efficiency Assessment to determine possible water management projects that will improve water efficiency. If needed, Mimir Water uses clamp-on submeters to collect high resolution water use data for

specific for areas or equipment. This provides invaluable information to identify both water volume and use patterns and can be used to diagnose the performance of irrigation systems, cooling towers, or other specialized equipment. A submeter diagnosis of water use also provides an invaluable benefit for commercial properties to understand water flows and efficiency and may help to initiate a partnership with the City of Bozeman.

Mimir Water will prioritize potential water efficiency projects to correct mechanical failures, make operational improvements, integrate water efficiency into existing management routines, and/or identify effective equipment upgrade options. A payback period is estimated for all projects and Mimir Water schedules a meeting to discuss the project details and benefits. Once projects are selected, Mimir Water will work with property staff to create an implementation plan and provide technical support through the entire implementation process. Realistically, this is a long process since property staff are typically implementing the project in addition to normal tasks. The Water Conservation Division can provide significant value at this point of project implementation by providing technical support and completing tasks that include research or development (i.e. data collection forms, troubleshooting, etc.).

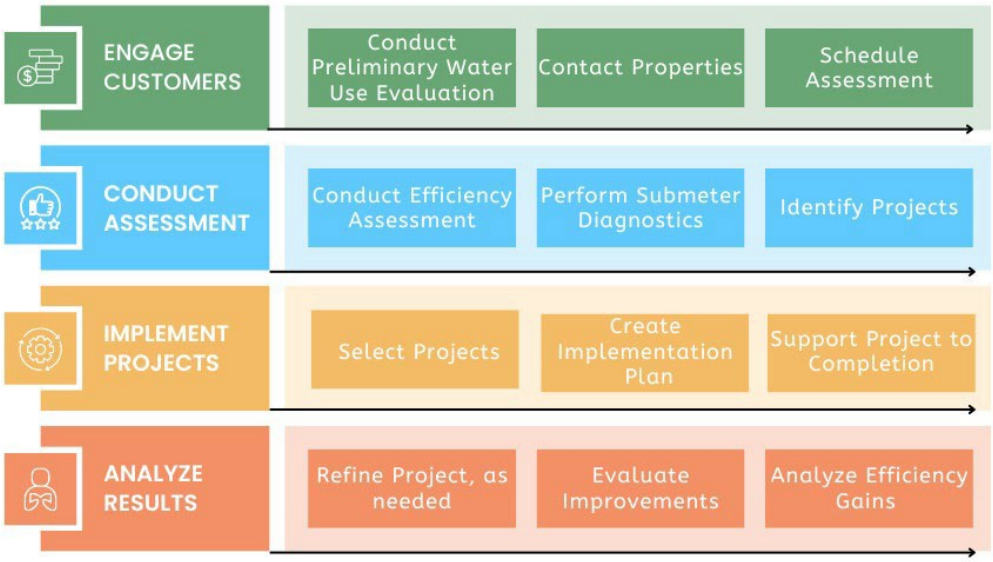


Figure 1. CII Water Conservation Program Methodology Overview

Once the project is implemented, Mimir Water will fine tune the project deliverables, as needed, and evaluate the project results. Ideally, the project outcome is a measurable increase in water efficiency. However, it may be implementing systems and practices that prevent or reduce mechanical failures (i.e. identifying valve failures). Mimir Water will strive to conduct a statistical analysis when possible but may also include qualitative analysis if appropriate.

Assessment Methodology

Mimir Water will conduct water assessments and identify water efficiency project opportunities using a 5 Step Formula designed to systematically diagnose, treat, and eliminate root-cause water waste issues commonly suffered by commercial water users (Figure 2). The general 5 Step Formula includes:

1. **Define Optimal Efficiency:** Determine optimal operating efficiency and communicate benchmark to relevant stakeholders such as service providers, technicians, property managers, staff, etc.
2. **Identify Mechanical Failures:** Find system mechanical components that are not operating as designed and resulting in water waste.
3. **Identify Operational Adjustments:** Identify operational adjustments that will improve efficiency. These adjustments typically include refining operator preferences such as setpoints, watering schedules, etc., to optimize water use based on available data, industry standards, and best management practices.
4. **Add Control Measures:** Control measures provide ongoing monitoring and reporting capabilities to maintain water efficiency indefinitely as part of normal operations. These measures include a wide variety of options such as expanding existing operating procedures, adding submeters, establishing reporting systems, etc.
5. **Upgrade Equipment:** Identify opportunities to replace fixtures or controllers with the best available technology.

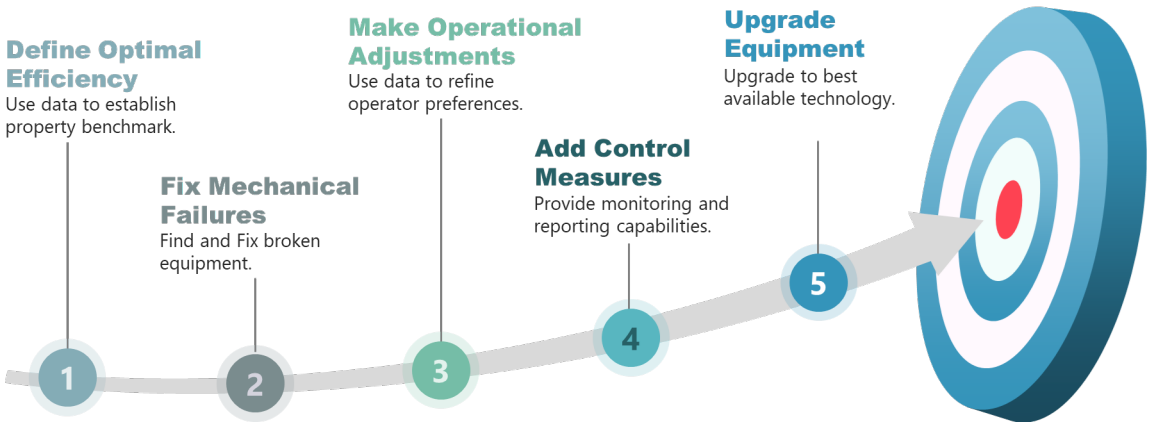


Figure 2 Mimir Water Efficiency Formula

This Mimir Water Formula, centered around in-depth water assessment and customer support, is refined based on one of three primary water use areas: outside water use, inside water use, and cooling water use.

Mimir Water Mobile App

Mimir Water offers a custom-built mobile application designed to streamline site assessments and support real-time water management. The app is fully compatible with iPads, iPhones, and Android systems and enables users to:

- **Capture Site Data On-Site**: Log equipment specifications, collect and organize site photos, create submeter installation plans, and troubleshoot equipment directly in the field.
- **Track Water Use Metrics**: Input meter readings, calculate flow rates, calculate irrigation and cooling tower efficiency using built-in calculators.
- **Generate Instant Reports**: Organize findings into clear, shareable reports to support customer engagement and decision-making.
- **Support Team Coordination**: Enable City staff and consultants to access shared assessments, reducing duplication and improving communication.

This tool saves time, ensures consistent documentation, improves communication, and strengthens technical support throughout the water auditing process.

Scope of Work

Mimir Water will work with City staff to engage commercial customers, conduct water efficiency and leak assessments, install submeters where relevant, provide diagnostic review of water use and patterns based on equipment design, provide cost effective recommendations based on the Mimir Water Efficiency Formula, help implement recommendations, integrate water management into existing routines for sustained performance, and evaluate results. All site interactions will double as training opportunities to build internal capacity. This includes equipment and process training prior to site assessment, on-site training, hands-on training with submeter installation and water pattern analysis, and all other commercial customer support actions. Mimir Water encourages City staff to lead projects and will serve as technical and experiential support to accelerate learning. Mimir Water is also available to work on behalf of the City of Bozeman, if needed. Mimir Water regularly conducts audits and communications as a representative of municipal water providers if staff is unavailable or other situations dictate.

Deliverables

Depending on site and program needs, deliverables may include but are not limited to:

- Commercial Water Assessments
- Submeter installations and monitoring plans
- Water system diagnostics and flow profiling
- Leak detection and inefficiency resolution
- SOPs, flow tracking tools, and audit reports
- Staff training sessions and case studies
- Policy Review and Updates

Mimir Water will work with City staff to determine deliverables for each project.

General Availability

Mimir Water is available as-needed for remote or virtual support. Mimir Water is available for in-person services year-round with advance notice of approximately 1 month. For urgent requests or special circumstances, Mimir Water will make every effort to accommodate visits with less notice. Initial customer contact and scheduling will be the responsibility of the City staff.

Rates

Mimir Water charges an hourly rate for all services. Mimir Water will charge the City of Bozeman a flat rate of $300 per visit (equivalent to 2 hours' time) for field assessments or other tasks that require on-site presence. This rate will assist with travel costs while allowing the majority of program costs to go directly to field work and program support services.
Mimir Water charges a monthly fee for the deployment of submeter kits. This fee pays for the maintenance and upkeep of the equipment while providing a cost-effective, use-based option to supplement the City meter inventory. Rates are detailed in the tables below.

Table 1. Service Rates

Service Description	Rate
Technical Support & Auditing	$150/hour
Onsite Travel and Lodging	$300 per trip
Submeter Use	Based on size and duration (Table 2)

Table 2: Monthly Meter Rental Rates

Meter Size (inches)	Monthly Rate
0.25 – 1.25	$49.79
1.5 – 2.0	$89.88
3.0	$112.71
4.0 – 5.0	$148.54
6.0 – 8.0	$196.46

Program Budget

Total program costs will not exceed $24,000.00.

Invoices will be submitted with itemized billing.

Project Manager Contact Information

Annikki Chamberlain
President, Mimir Water
Email: annikki@mimirwater.com
Phone: 928.910.0149

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 Amendment with Baker Tilly for Municipal Financial Services

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign an Amendment with Baker Tilly for Municipal Financial Services

STRATEGIC PLAN: 2.1 Business Growth: Support retention and growth of both the traded and local business sectors while welcoming and encouraging new and existing businesses, in coordination with the Economic Development Plan.

BACKGROUND: Baker Tilly currently serves as an outside municipal advisor for the City Finance Department on a term contract. The professional services agreement was approved by the City Commission on April 8, 2025 . The attached amendment will allow the City's Economic Development Department to utilize Baker Tilly for housing and economic development project financial analysis including developer review, public cash flow analysis and project viability, internal rate of return analysis, market feasibility, market verification and economic reasonableness, financial impact analysis, economic impact analysis of development scenarios, general economic development consulting, and related administrative and reporting services. Additional details of the services can be found in the attached scope of work. Economic development projects will be initiated via task order.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As recommended by the City Commission.

FISCAL EFFECTS: None at this time. Task orders will include project costs.

Attachments:
Bozeman MT - Economic Development Scope Appendix.pdf

Report compiled on: June 26, 2026

June 2, 2026

Baker Tilly Municipal Advisors, LLC
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Overland Park, KS 66213
+1 (816) 333 7200
and Anaconda, MT 59711
bakertilly.com

Ms. Jesse DiTommaso
City of Bozeman, Montana

Delivered electronically

RE: Economic Development Services

Dear Ms. DiTommaso:

This Scope Appendix is attached by reference to the Professional Services Agreement dated April 8th, 2025 ("Agreement") between the City of Bozeman, Montana ("City," or the "Client") and Baker Tilly Advisory Group, LP (BTAG) and relates to services to be provided by both BTAG and Baker Tilly Municipal Advisors, LLC (BTMA), collectively (Baker Tilly).

Scope of Work

BTMA will work collaboratively to evaluate the applicant's Project proposal, accomplish the Client's goals, minimize costs, and manage risk. The approach is designed to give the Client confidence that they are making an informed decision when considering public-private partnerships. BTMA's time-proven approach is summarized below.

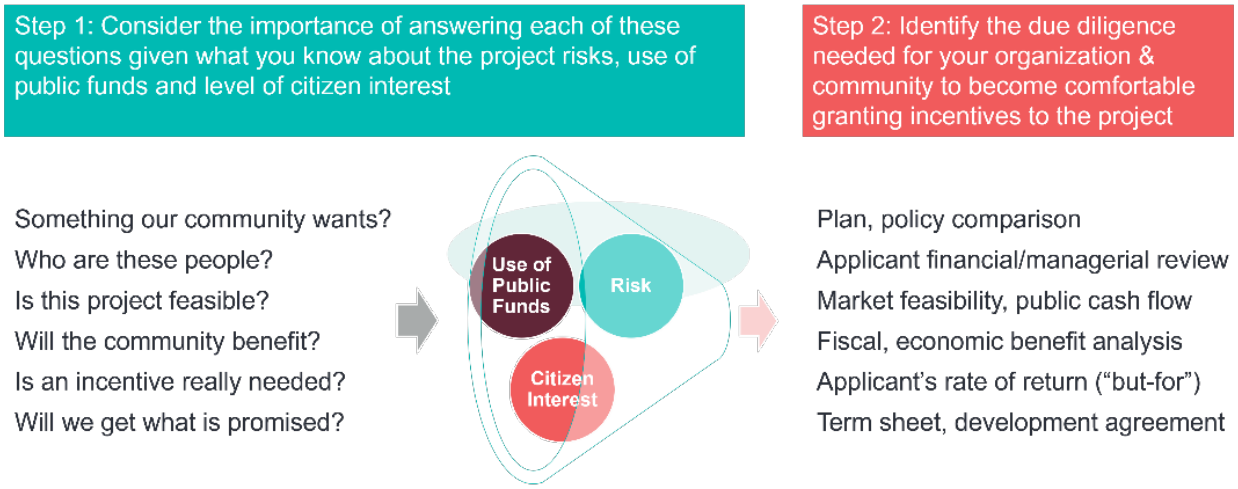
Housing and Economic Development Project Financial Analysis and Related Services:

BTMA TIME-PROVEN APPROACH	
Activity*	**Baker Tilly Added Value**
1. Receive application and negotiate funding agreement	Application design, standard funding agreement and non-disclosure language, policy and procedure refinement.
2. Determine due diligence to be performed, request information and prepare analysis	Sophisticated processes to request, receive and organize project information in a way that protects confidentiality. Recognition that analysis results are important; but asking ourselves "What could go wrong?" while preparing the analysis leads to valuable insights. Concise — but thorough — reports referencing authoritative third-party sources.
3. Negotiate term sheet using due diligence results	Experience negotiating hundreds of transactions totaling billions of dollars, always with a focus on finding mutually agreeable solutions.
4. Prepare and consider incentive documents	Unique ability to communicate — both written and verbally — complex financial information in a way that is easy to understand. Years of practice supporting attorneys in the preparation of agreements and incentive documents.
5. Administer incentives	A full range of incentive administration and cost certification services.

** While we've listed these activities sequentially, experience has shown that some projects require revisiting activities due to project, market or other environmental changes.*

At initiation of a project, BTMA will guide the Client through the following process to identify the needed due diligence, recognizing the Project's unique characteristics and risks.

Considering due diligence for economic development projects



BTMA will perform the services selected by the Client when requested, which may include one or more of the following.

Developer Review

BTMA will analyze whether the applicant possesses the financial and managerial capacity to deliver the Project as proposed to include a review of the applicant's financials, references and responses to disclosure questions. If there are gaps in information provided by the applicant, BTMA will identify those gaps and explain why and if they preclude a complete understanding of the applicant's capacity. Analysis results will be presented to the Client in a letter report.

Public Cash Flow Analysis and Project Viability

BTMA will prepare an analysis of the applicant's public revenue projections.

- Evaluation of the applicant's base assumptions
- Substitution of alternative assumptions, if warranted
- Calculation of projected revenues using applicant's and recommended alternative assumptions
- If applicable, estimation of the net bond proceeds which can be supported in the current marketplace by the combined Project revenue streams
- Analyze the development experience and financial capacities to deliver the proposed project

Internal Rate of Return (But-For) Analysis

BTMA will provide an internal rate of return analysis based upon the applicant's Project proforma.

- Review the applicant's proforma and related information to confirm accuracy of the calculations and reasonableness of assumptions
- Identify alternative assumptions, if warranted
- Calculate the unleveraged internal rate of return using the applicant's assumptions and BTMA's suggested alternative assumptions
- To the extent the requested incentive is exceeding targeted ranges, negotiate reasonable rates of return for private and public participants

Market Feasibility - Financial

Typically performed in conjunction with public cash flow and internal rate of return analysis, BTMA will consider the reasonableness of all assumptions in the applicant's Project proforma and confirm mathematical accuracy. An assessment of market absorption can be obtained through subconsultants.

Market Verification & Economic Reasonableness

To frame project impacts within the appropriate economic context, BTAG develops a market perspective that assesses conditions within the project's micro-market, surrounding submarkets, and metro environment. Our team will verify and provide additional context into neighborhood, citywide, and regional factors that will influence and/or enhance the development scenarios, including macro-level trends in community growth factors related to residential markets, commercial business activity, and industry clusters. Depending on project needs and considerations, our core analysis components can include:

- Analyze residential, visitor, and worker socio-economic profiles to map migration trends, daily commute patterns, and spending potential.
- Identify and map core real estate types in the delivery pipeline of the relevant surrounding micro- and submarkets to understand potential new unit volumes, quality, pricing, and absorption of product that may enter the market during the project's delivery schedule.
- Conduct a retail gap analysis and Experian Mosaic customer segmentation to assess potential tenanting strategies for mixed-use development scenarios.

The economic potential and alternatives analysis of the project's development scenarios will be further supported with Baker Tilly's extensive access to public and proprietary datasets. Our integrated data ecosystem allows our team to access key details about industry cluster performance, real estate markets, and commercial business activity across communities to understand local economic drivers and the potential for future investment. Our data sources help build a comprehensive perspective about market dynamics related to trends in labor, land, and capital in a given market, with sources including: ESRI Business Analyst, PolicyMap, Placer.ai, CoStar, GreenStreet, IBISWorld, Lightcast, and IMPLAN.

Fiscal Impact Analysis

BTMA will forecast the net fiscal impact to the Client and, if desired, other affected taxing entities based upon the requested level of incentive.

- Working with the Client and applicant, identify baseline assumptions for the analysis.
- Estimate anticipated primary and - if desired - secondary benefits and costs for each taxing entity during the incentive period. Calculate the net benefit/loss for each taxing entity.

Economic Impact Analysis of Development Scenarios

BTAG's economic impact analysis balances qualitative and quantitative considerations to model project impacts to relevant municipal jurisdictions and assess the alignment of community priorities with the

modeling results. Our methods will forecast the various tax revenues that will be generated, localized spending, and potential jobs that will be created, utilizing data-driven best practices and impact modeling in IMPLAN and Lightcast. Our core analysis components include:

- Conduct cost segmentation of the project's pro forma to appropriately allocate the project's capital expenditures into IMPLAN's cost specifications based on the project's delivery schedule.
- Build time series analysis of the project's delivery schedule to quantify impacts in inflation-adjusted dollars to appropriately account for changes in the time value of construction costs versus operational impacts.
- Build geography exclusion into the economic event modeling to appropriately account for inter-regional business activity and leakages through multi-regional input-output (MRIO) analysis.
- Analyze the impacts of ongoing business operations after project delivery with Lightcast modeling to assess gross revenue spending and job creation of tenants.
- Quantify the indirect and induced benefits of supply chain and community spending on local industries to assess the project's economic output.

General Economic Development Consulting

BTMA will provide general economic development consulting and municipal advisory services related to redevelopment projects, public-private partnerships, housing initiatives, infrastructure improvements, and other economic development activities undertaken by the Client. Services may include review and evaluation of applicant proposals, financial structures, incentive requests, redevelopment strategies, and related implementation considerations.

BTMA may assist the Client in negotiations with applicants and project stakeholders, preparation and review of development agreements and related entitlement documents, and documentation of negotiated business terms through term sheets and supporting materials. As requested, BTMA may participate in meetings with the Client's staff, governing body members, project teams, and other stakeholders regarding project status, financing considerations, negotiations, and implementation strategies.

Services may further include:

- Assistance with development agreement negotiations and implementation of redevelopment plans;
- Evaluation and negotiation support related to financial, security, timing, reimbursement, and default provisions;
- Integration of development agreements and financing structures into broader redevelopment plans and project documents;
- Evaluation of alternative funding sources, including grants, tax credits, and other public or private financing tools; and
- Limited project management and implementation support for selected redevelopment activities, as requested by the Client.

Related Administrative and Reporting Services

BTMA will provide administrative, analytical, reporting, and compliance-related services associated with the City's tax increment financing ("TIF") districts, redevelopment programs, and related economic development activities. Services may include, but are not limited to, the following:

- Review of City documentation for each district, including original and amended TIF plans, annual financial reports, financial statements, redevelopment agreements, governing documents, and other related records and supporting documentation;
- Analysis of historical financial activity within each district, including verification and review of reported revenues, expenditures, transfers, obligations, and fund balances;
- Performance of various compliance-related procedures and testing associated with applicable laws, regulations, policies, redevelopment plans, and governing documents related to district expenditures and activities;
- Preparation of written summaries and analytical memoranda for individual districts, including findings, observations, and recommendations, as appropriate;
- Preparation of memoranda and supporting documentation regarding overall TIF operations for permanent administrative and file record purposes;
- Evaluation and recommendation of options regarding the use of future or available fund balances, including consideration of City policies, outstanding obligations, projected revenue availability, district closeout timing, eligible expenditures, and strategies intended to maximize redevelopment and economic development opportunities within the City's TIF districts;
- Preparation of overview financial reports, implementation summaries, and action plans for individual TIF districts;
- Preparation and maintenance of summary reference materials and working documents intended to provide efficient day-to-day access to district information, operational considerations, compliance items, financial data, and implementation status.

Housing and Economic Development Financial Planning and Capital Budgeting

BTMA will assist and advise the City on economic development financing, capital planning, incentive evaluation, and municipal advisory matters related to redevelopment, housing, infrastructure, and economic development initiatives. Services may include, but are not limited to, the following:

Financing Analysis and Planning

- Identify, evaluate, and advise on both private and public financing options for proposed projects and economic development initiatives;
- Prepare financing plans and implementation strategies for public-private partnerships and redevelopment projects;
- Assist in identifying, evaluating, and developing alternative financial resources, including grants, tax credits, public incentives, debt financing structures, and other local, state, federal, or private funding mechanisms.

Strategic Financial Planning

BTMA will assist and advise the City with the development and implementation of long-range economic development strategic financial plans. Services may include:

- Identification and evaluation of strategic objectives and performance against established objectives;
- Review and analysis of cost-effective financing approaches, funding tools, and implementation alternatives;
- Estimation of revenue generation, financing requirements, and long-term funding capacities;
- Evaluation of fiscal sustainability and financial implementation strategies associated with economic development initiatives.

Capital Budgeting and Financial Capacity Analysis

BTMA will assist the City regarding the implementation and management of multi-year economic development capital budgets and financing programs. Services may include:

- Review and analysis of current and projected revenue sources and determination of available funding capacities;
- Assistance in scheduling and coordinating funding sources with project uses to optimize the City's overall financial position and available resources;
- Examination and analysis of fiscal impacts, debt capacity, and potential credit rating considerations associated with proposed projects or financing plans.

Economic Development Incentive and Market Comparisons

BTMA will assist the City regarding independent and community comparisons of economic development incentives, financing structures, and redevelopment outcomes. Services may include:

- Research and benchmarking of local, state, and federal incentive programs and their applications within Montana and comparable jurisdictions;
- Comparative analysis of economic development policies, incentive practices, fee structures, administrative approaches, and market conditions;
- Collection and presentation of sample policies, applications, and related economic development materials for City consideration.

Debt Programs and Municipal Advisory Services

BTMA will assist the City regarding the application, management, and administration of short- and long-term debt programs and related municipal advisory matters. Upon the determination that an obligation of the City will be issued, BTMA shall provide a separate scope appendix providing greater detail as it relates to the bond issuance process. Services may include:

- Assistance and advisory services related to debt obligations, including compliance considerations, financial capacity evaluations, refunding opportunities, and related administrative matters;
- Evaluation of public and private market conditions relating to the marketability and structuring of bonds and other financing instruments;
- Analysis regarding credit quality, debt structuring alternatives, and the marketability of potential debt issuances;
- Assistance with capital finance planning, debt issuance support, and related financing implementation activities. Upon the determination that an obligation of the City will be issued, BTMA shall provide a separate scope appendix providing greater detail as it relates to the bond issuance services provided.

Deliverables

Deliverables will be mutually determined by the Client and BTMA. For each service selected by the Client, BTMA will deliver a written report to the Client where appropriate. Draft reports will be provided and revised as directed by the Client. Final reports will be presented at meetings as directed by the Client.

Delivery dates will be mutually determined by the Client and BTMA. BTMA's ability to complete the work will be highly impacted by responsiveness to requests for information.

Engagement Team

Meet the leading municipal advisory team we've assembled to achieve everything you envision. Selected intentionally for your goals and backed by our specialized resources, these individuals are collaborative and multidisciplinary. Their passion for the public sector industry will make them an unstoppable force on your behalf. You'll find their bios as follows – including your long-standing lead advisor, Steve Scharff.

THE TEAM TO ACHIEVE THE CLIENT'S GOALS



Steve Scharff – Director

+1 (406) 692 7966 | steve.scharff@bakertilly.com

Residing in Anaconda, Steve is firmly committed to the State of Montana and its government clients. He has proudly served communities in this state for nine years. His experience primarily includes serving government entities by providing nuanced capital finance solutions through comprehensive debt and capital structuring, ongoing debt management, performing security pricing analysis, proforma cash flow forecasting, writing recommendations and structuring effective underwriting/lending requests for proposals; reviewing legal documents; providing tax impact and incremental revenue analysis, and performing various other ad-hoc reporting and analysis, most especially around legislative impact. He holds a Bachelor of Science in finance from Quincy University and a Master of Business Administration from the University of Minnesota-Carlson School of Management. Steve is MSRB Municipal Advisor Series 50 Qualified, Municipal Advisor Principal Series 54 Qualified, has a Series 65 Uniform Investment Advisor certification and was recently recognized as a Bond Buyer Rising Star - 2023 recipient.



Kolbe Krzyzanowski — Senior Manager

+1 (916) 333 6899 | kolbe@krzyzanowski@bakertilly.com

Kolbe joined the firm in 2021, bringing experience in local government and economic development. Prior to joining Baker Tilly Municipal Advisors, LLC, he worked as an independent research consultant and economist for a large city in Missouri. In that role, Kolbe played a key part in developing a $1.7 billion annual budget, provided analytical support for strategic initiatives, built complex financial models, and conducted policy, program, fiscal, and economic analyses. His work included preparing cost-benefit and feasibility studies for economic development projects.

Since joining Baker Tilly, Kolbe has delivered economic development advisory services on a wide range of projects across multiple states, supporting total investments exceeding $2 billion.

Kolbe earned both a Master of Arts in Economics and a Bachelor of Arts in Economics from the University of Missouri–Kansas City. He is a registered Municipal Advisor with the Securities and Exchange Commission.

Steve and Kolbe will be supported by our talented team of analysts and, depending on the requirements of the project, will draw on our specialists in areas such as real estate, construction audit and cost certification, affordable housing, site selection, and forensic audit. Kolbe and Steve are the tip of the spear, and you can stand confident in knowing that a broad range of professionals are supporting your efforts and engaged as needed, ensuring timeliness in response and delivery. Some of these supporting team members are:

Tony Ollman, Principal	Abigail Garrard, Consultant
Jolena Presti, Managing Director	Braden Ruge, Senior Consultant
Kristian Vaughn, Senior Manager	Joshua Davis, Senior Consultant
Lucas Peterson, Senior Consultant	Others

Compensation and Invoicing

Economic development is a “hurry up and wait” business. Deals typically come together in starts and stops. And when the foot comes off the brake, it usually goes down hard on the gas. Along the journey, the details of the transaction often change, requiring reconsideration of what has been previously determined. Unanticipated meetings are often called, sometimes with little notice.

The unpredictable nature of the work makes fee prediction fraught with risk for both the Client and BTMA. For that reason, BTMA typically performs economic development work on a time and materials basis. Most of BTMA’s clients negotiate funding agreements with applicants, passing on 100% of BTMA’s fees. This arrangement both protects the Client’s finances and incentivizes the applicant to make efficient use of everyone’s time.

Fees for services set forth in this Scope Appendix will be billed based on work performed at a blended hourly rate of $370 per hour.

Bond Issuance Exception: This scope shall be complimentary to, but not contain services directly related to debt issuance. Given the general variance that debt obligations can take, upon the determination that the City shall issue an obligation established through this Scope Appendix, a separate scope appendix shall be provided, outlining the work and deliverables to be provided by BTMA, which fee shall be agreed upon as part of the scope appendix for such services. The purpose of this Scope Appendix shall be to serve the City up to the point of determination that an issuance is suitable, where applicable.

Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify the Client thirty (30) days in advance of any change to fees. If the Client does not dispute such change in fees within that thirty (30) day period, the Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

BTMA will invoice the Client for out-of-pocket expenses such as travel, copies, faxes, conference calls, credit reports, the cost of research information or other expenses necessary to complete this Scope of Services. Additional work requested and authorized by the Client outside this scope of services will be invoiced at the standard hourly rates. For general matters related to the work herein, the Client will not be billed for mileage or meals directly related to travel by Steve Scharff.

Billing Procedures

Normally, the Client will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, BTMA may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, BTMA will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the Government Auditing Standards refer to as nonaudit services.

BTMA will not perform any management functions or make management decisions on behalf of the Client with respect to any nonattest services provided.

In connection with BTMA's performance of any nonattest services, Client agrees that they will:

- Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when submitted
- Designate an employee with suitable skill, knowledge and/or experience, preferably within senior management, to oversee the services performed
- Evaluate the adequacy and results of the nonattest services performed
- Accept responsibility for the results of nonattest services
- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function

Conflicts of Interest

BTMA is unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time outside of what has been stated in the Agreement.

Termination

This Scope Appendix will terminate according to the terms of the Agreement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you.

Sincerely,



Steve Scharff, Director
+1 (406) 692 7966 | Steve.Scharff@bakertilly.com

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms.

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agent and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LP, a tax and advisory firm. Baker Tilly Advisory Group, LP, trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Jeff Butts, MPO Manager
Nick Ross, Director of Transportation & Engineering

SUBJECT: Authorize the City Manager to Sign Amendment 1 to the Professional Services Agreement with Nelson\Nygaard Consulting Associates, Inc. for Development of the Gallatin Valley Metropolitan Planning Organization Long Range Transportation Plan

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: **Consider the motion:** *I move to authorize the City Manager to sign Amendment No. 1 to the Professional Services Agreement with Nelson\Nygaard Consulting Associates, Inc. for the Gallatin Valley Metropolitan Planning Organization Long Range Transportation Plan.*

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

BACKGROUND: Serving as host agency for the Gallatin Valley Metropolitan Planning Organization (MPO), the City of Bozeman (city) entered into a Professional Services Agreement with Nelson\Nygaard Consulting Associates, Inc. for development of the MPO Long Range Transportation Plan (LRTP). The LRTP is the first federally required long range transportation plan for the MPO and is being developed in coordination with local, state, transit, and community partners.

As the planning process advanced, additional technical and engagement needs were identified. A portion of this work was advanced by the consultant team to maintain project continuity and schedule during LRTP development. Amendment No. 1 updates the scope of services and contract budget to reflect this additional work and preserve sufficient contract capacity to complete the remaining LRTP tasks.

The amendment adds work to compile and integrate GIS files from jurisdictions within the Metropolitan Planning Area (MPA), refine Transportation Analysis Zone (TAZ) population projections for use in the Montana Department of Transportation (MDT) hosted gravity model, conduct an Existing Plus Committed model run to establish baseline future conditions, and expand community engagement through three additional in-person open house/workshop-style events.

The amendment expands the scope of services needed to complete the LRTP and increases the Agreement amount by $53,159.00, for a revised Agreement amount and contract ceiling of $401,156.95. The increased cost is fully reimbursable to the city through the MPO's federal Metropolitan Planning (PL) funds.

Amendment No. 1 was approved by the MPO Transportation Policy Coordinating Committee, which serves as the governing body for the MPO, on June 24, 2026. City Commission consent is now required to increase budget capacity as the host agency prior to federal reimbursement.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by the Commission.

FISCAL EFFECTS: Amendment No. 1 increases the Agreement amount by $53,159.00. The revised Agreement amount and contract ceiling are $401,156.95. Funding for the amendment is included in the MPO Unified Planning Work Program (UPWP) and is eligible for 100 percent reimbursement to the City.

Attachments:
Amendment 1 to Nelson\Nygaard PSA for LRTP
Amendment 1 to Nelson\Nygaard PSA for LRTP Fee

Report compiled on: June 30, 2026

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR GALLATIN VALLEY MPO LONG RANGE TRANSPORTATION PLAN dated May 6, 2025, (the "Agreement") is made and entered into this 14th day of July, 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 Nelson\Nygaard Consulting Associates, Inc., hereinafter referred to as "Contractor."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. **Scope of Services.** The Scope of Services is expanded to include additional services related to development of the Gallatin Valley Metropolitan Planning Organization Long Range Transportation Plan. The Agreement shall include the following additional work:
    a. **GIS Data Compilation and Integration.** Contractor shall collect and organize GIS files from jurisdictions within the Metropolitan Planning Area (MPA); combine those files into a usable format for development of the Gallatin Valley Metropolitan Planning Organization's Long Range Transportation Plan (LRTP); and provide the compiled GIS files and related documentation to the City of Bozeman for use by the City and the Gallatin Valley MPO.
    b. **Transportation Analysis Zone Population Projections.** Contractor shall refine population projections for Transportation Analysis Zones (TAZs) throughout the MPA. This work shall include coordination with land use staff or teams from jurisdictions across the MPA to support locally informed estimates. The refined TAZ population projections shall be prepared for use in the gravity model hosted by the Montana Department of Transportation.

c. **Existing Plus Committed Model Run.** Contractor shall conduct an Existing Plus Committed model run to establish baseline future conditions. The baseline model run shall be used to compare the three original alternatives and support development of the LRTP.

d. **Community Engagement.** The community engagement scope is expanded to include three in-person open house/workshop-style events. The events shall include one meeting in each community, with specific locations and scheduling coordinated with the City and Gallatin Valley MPO. Contractor shall support preparation, facilitation, and documentation of feedback from these events.

2. **Agreement Amount.** The Agreement amount is increased by Fifty-Three Thousand One Hundred Fifty-Nine Dollars and No Cents ($53,159.00). The original Agreement amount was Three Hundred Forty-Seven Thousand Nine Hundred Ninety-Seven Dollars and Ninety-Five Cents ($347,997.95), inclusive of Task 4, Additional Transit Focus. The revised Agreement amount and contract ceiling are Four Hundred One Thousand One Hundred Fifty-Six Dollars and Ninety-Five Cents ($401,156.95).

3. **Agreement still valid**. All remaining terms and provisions of the Agreement remain in effect.

****** END OF AGREEMENT EXCEPT FOR SIGNATURES ******

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BOZEMAN, MONTANA

By_____
Chuck Winn, City Manager

APPROVED AS TO FORM

By_____
Greg Sullivan, Bozeman City Attorney

NELSON\NYGAARD CONSULTING ASSOCIATES, INC.

By_____
Jonathan Watts, Director of Operations

Key Remaining Project Tasks	Percent Complete (As of 4/30)	Original Budget				Adjusted Budget (Factoring in % Complete)				Revised Budget Needed for Completion			
		N\N	Big Sky	DJ&A	Total	N\N	Big Sky	DJ&A	Total	N\N	Big Sky	DJ&A	Total
Task 5: Plan Development and Recommendations													
Vision, Goals, Objectives, and Performance Measures	90%	$4,655			$4,655	$466			$466	$466			$466
Project Evaluation Framework	80%	$8,437			$8,437	$1,687			$1,687	$1,687			$1,687
Project Identification, Screening, and Scoring	25%	$17,902		$6,330	$24,232	$13,427		~~$4,748~~	$18,174	$13,427		$0	$13,427
Scenario Development	50%	$4,199			$4,199	$2,100			$2,100	$2,100			$2,100
Financial Plan	0%	$5,249		$10,074	$15,323	$5,249		$10,074	$15,323	$5,249		$10,074	$15,323
Project Prioritization and Recommendations	0%	$18,294		$3,866	$22,160	$18,294		~~$3,866~~	$22,160	$18,294		$0	$18,294
Task 5 Total		**$58,736**	**$0**	**$20,270**	**$79,006**	**$41,222**	**$0**	**$18,688**	**$59,910**	**$41,222**	**$0**	**$10,074**	**$51,296**
Task 6: Draft and Finalize LRTP													
Draft LRTP	5%	$33,836	$2,000		$35,836	$32,145	~~$1,900~~		$34,045	$16,072	$0		$16,072
Final LRTP	0%	$20,791	$1,000		$21,791	$20,791	~~$1,000~~		$21,791	$20,791	$0		$20,791
Performance Dashboard	0%	$6,638			$6,638	~~$6,638~~			$6,638	$0			$0
Task 6 Total		**$61,265**	**$3,000**	**$0**	**$64,265**	**$59,573**	**$2,900**	**$0**	**$62,473**	**$36,863**	**$0**	**$0**	**$36,863**
Task 5 + Task 6 Total		**$120,001**	**$3,000**	**$20,270**	**$143,271**	**$100,795**	**$2,900**	**$18,688**	**$122,383**	**$78,085**	**$0**	**$10,074**	**$88,159**

Remaining Original Budget	
	$35,000
Budget Needed for Completion	
	$88,159
Budget Shortfall for Completion (Amendment)	
	$53,159

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Sam Bearzi, Fleet Manager
Nicholas Ross, Director of Transportation and Engineering

SUBJECT: Authorize City Manager to Sign a First Amendment to Professional Services Agreement with Samsara for Automatic Vehicle Location Services

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize City Manager to Sign the First Amendment to Professional Services Agreement with Samsara for Automatic Vehicle Location Services

STRATEGIC PLAN: 7.4 Performance Metrics: Utilize key performance and cost measures to monitor, track and improve the planning and delivery of City programs and services, and promote greater accountability, effectiveness and efficiency. Learn from those outside city government and measure specific tasks for performance.

BACKGROUND: The City is currently one year in to a 5-year Professional Services Agreement (PSA) for Automatic Vehicle Location Services (AVL) with Samsara authorized by the City Commission on June 10, 2025 . This service provides operational data and real time tracking for City departments to verify and appropriately respond to provide their services. This platform also provides vehicle telemetric data to our Vehicle Maintenance team to help prevent breakdowns and be informed of real time vehicle status regardless of vehicle location. We currently have 127 vehicles and equipment in the platform, some with dash cameras, and will be expanding our scope to encompass new fleet additions for FY27, dash camera deployments, and our Fire Department apparatus.

UNRESOLVED ISSUES: None

ALTERNATIVES: As suggested by the City Commission.

FISCAL EFFECTS: Total expenditures are expected to be $295.68 per vehicle, $147.84 per piece of equipment, $381.00 for rear facing cameras, and $295.68 per forward facing dash camera on a per year for a total addition of $10,417.20 per year for 4 years in addition to the existing contract. Total cost of $54,473.52 per year through FY31. Costs have been budgeted by Division and approved in the FY27-28 Biennium Budget.

Attachments:
First Amendment to the PSA for Samsara AVL Services
Exhibit D - FY27 Additions & Pricing
Exhibit E - Pilot Contract Consolidation
PSA for Samsara AVL Services

Report compiled on: June 30, 2026

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR EXPANDED AUTOMATIC VEHICLE LOCATION SERVICES dated June 10th, 2025 (the "Agreement") is made and entered into this 14th day of July, 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 Samsara, 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. **Scope of Services**. Section 4 of the Agreement shall include Exhibit A, Exhibit D, and Exhibit E. Expanding the scope of services provided by Samsara.
2. **Representatives and Notices.**
    a. Section A of the agreement, the City's Representative shall be Sam Bearzi, Fleet Manager.
    b. Section B of the agreement, the Contractor's Representative shall be McKenzie Wager.

3. **Agreement still valid**. All remaining terms and provisions of the Agreement remain in effect.

****** END OF AGREEMENT EXCEPT FOR SIGNATURES ******

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BOZEMAN, MONTANA

By_____
Chuck Winn, City Manager

Samsara Inc.

By_____
Adam Eltoukhy
Chief Legal Officer

APPROVED AS TO FORM

By_____
Greg Sullivan, Bozeman City Attorney

samsara

The Connected Operations Cloud

Quote #: Q-2721081

Issued Date: 07-07-2026
Expires 07-30-2026
Order Number: S-2858466
Payment Information:
Payment Method: Check/Wire
Payment Terms: Net 30
Payment Frequency: Direct Annual
Estimated Ship Date: 07-17-2026

Prepared For:
City of Bozeman
814 N Bozeman Ave
Bozeman,
Montana
59715-2955

Prepared By:
McKenzie Wager
mckenzie.wager@samsara.com

Cost Overview

License Term: 49 Months

Total License Cost over 49 Months	$28,652.26
Hardware and Accessories	Included
Shipping and Handling*	$157.14
Total Sales Tax*	$0.00
Total Contract Value[1]	$28,809.40
First Invoice[1]	$7,174.02
Recurring Invoice[2]	$7,016.88

[1]*Estimated value, actual invoice amount may change based on product fulfilment date, Includes estimated sales tax*

[2]*Amount displayed is for products purchased in this order only, Includes estimated sales tax*

**If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change*

**Sales tax subject to change: If Sales tax is "Pending" – Final amount will be provided prior to payment*

3% fee only applies to US - (CAD, MX, EMEA are exempt)

Product Overview

SHIP TO Sam Bearzi
814 N Bozeman Ave
Bozeman, Montana, 59715-2955
United States

Hardware & Accessories	Net Unit Price	Total Price
Forward-facing dash-camera, Series 4 HW-CM33• QTY: 10	Included	Included
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1• QTY: 10	Included	Included
Vehicle IoT Gateway, model VG55 HW-VG55-NA• QTY: 10	Included	Included
Rear Camera HW-MC31• QTY: 6	Included	Included
5m GX12 Female to GX12 Male Cable CBL-MC-GX5• QTY: 6	Included	Included
AHD Camera Connector (1 camera) HW-CM-AHD1• QTY: 6	Included	Included
3m (10ft) USB Extension Cable CBL-CM-B3AU• QTY: 6	Included	Included
AG53 Powered Asset Gateway HW-AG53• QTY: 2	Included	Included
AG J1939 9pin Cable CBL-AG-B9PIN• QTY: 2	Included	Included
Vehicle IoT Gateway, model VG55 HW-VG55-NA• QTY: 1	Included	Included
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1• QTY: 1	Included	Included

samsara

The Connected Operations Cloud

SHIP TO Sam Bearzi
814 N Bozeman Ave
Bozeman, Montana, 59715-2955
United States

Hardware & Accessories	Net Unit Price	Total Price
Total Price:		Included

Licenses	Annual Unit Price	Total Annual Price
License for Vehicle Gateways LIC-VG-ENT• QTY: 10	$295.68	$2,956.80
License for HD Camera Connector (1 camera) LIC-CM-AHD1• QTY: 6	$300.00	$1,800.00
License for Rear Camera LIC-MC-R• QTY: 6	$81.00	$486.00
License for Forward-Facing Dash Camera LIC-CM1-ENT• QTY: 4	$295.68	$1,182.72
Plus License for Powered Asset Gateways LIC-AG-PWR-PLUS• QTY: 2	$147.84	$295.68
License for Vehicle Gateways LIC-VG-ENT• QTY: 1	$295.68	$295.68
Total Price:		$7,016.88

Billing Details:

Bill To:
City of Bozeman
814 N Bozeman Ave
Bozeman, Montana, 59715-2955

Billing Contact::
Name: Sam Bearzi
Title:Fleet Manager
Billing Email: SBearzi@bozeman.net
Phone Number: 4065777406

Does your organization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

Thank you for considering Samsara

Samsara provides real-time visibility, business- relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara fleet tracking solution include cellular gateways, hardware accessories, and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Cellular data connectivity
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- WiFi hotspot connectivity (VG34 gateways, 500 MB/mo capacity)
- Over-the-air software feature upgrades
- API access as it relates to safety features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not charge per-feature license fees, or other hidden costs.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed

between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support And Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's

standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature _____

Print Name: _____

Date: _____

samsara

The Connected Operations Cloud

Quote #: Q-2687350

Issued Date: 07-08-2026
Expires 07-30-2026
Order Number: S-2615087

Payment Information:
Payment Method: Credit Card/ACH Debit
Payment Terms: Net 30
Payment Frequency: Direct Annual
Estimated Ship Date: 07-07-2026

Prepared For:
City of Bozeman
814 N Bozeman Ave
Bozeman,
Montana
59715-2955

Prepared By:
Derek Newsome
derek.newsome@samsara.com

Cost Overview

License Term: 49 Months

Total License Cost over 49 Months	$13,884.64
Hardware and Accessories	Included

Shipping and Handling*	$0.00
Total Sales Tax*	$0.00
Total Contract Value[1]	$13,884.64
First Invoice[1]	$3,400.32
Recurring Invoice[2]	$3,400.32

[1]*Estimated value, actual invoice amount may change based on product fulfilment date, Includes estimated sales tax*

[2]*Amount displayed is for products purchased in this order only, Includes estimated sales tax*

**If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change*

**Sales tax subject to change: If Sales tax is "Pending" – Final amount will be provided prior to payment*

3% fee only applies to US - (CAD, MX, EMEA are exempt)

Product Overview

Licenses	Annual Unit Price	Total Annual Price
License for Forward-Facing Dash Camera LIC-CM1-ENT• QTY: 5	$295.68	$1,478.40
License for Vehicle Gateways LIC-VG-ENT• QTY: 5	$295.68	$1,478.40
Plus License for Powered Asset Gateways LIC-AG-PWR-PLUS• QTY: 3	$147.84	$443.52
Total Price:		$3,400.32

Billing Details:

Bill To:
City of Bozeman
814 N Bozeman Ave
Bozeman, Montana, 59715-2955

Billing Contact::
Name: Sam Bearzi
Title:Streets Operator Foreman
Billing Email: SBearzi@bozeman.net
Phone Number: 4064513247

Does your organization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

Thank you for considering Samsara

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term

for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support And Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor,

shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature _____

Print Name: _____

Date: _____



PROFESSIONAL SERVICES AND SOFTWARE AS A SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of June, 2025 ("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, Samsara, hereinafter referred to as "Contractor." The City and Contractor may be referred to individually as "Party" and collectively as "Parties."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the Parties agree as follows:

1. Definitions:

a. "Aggregated Statistics" means data and information related to the City's use of the Services that is used by Contractor in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

b. "Authorized User" means the City's employees, consultants, contractors, and agents (i) who are authorized by the City to access and use the Services under the rights granted to the City pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

c. "Confidential Information" means, subject to Montana's Open Records Law, all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. With respect to the City, Confidential Information must also include any and all information transmitted to or stored by Contractor in connection with performance of its obligations under this Agreement, including, but not limited to, personally identifiable information ("PII") of residents, employees or people included within the City's data, including name, address, phone number, e-mail address, date of birth, social security number, patient records, credit card information, driver's license number, account numbers, PINs and/or passwords, any other information that could reasonably identify a person, and products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or

media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential."

Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without reference to or use of the disclosing Party's Confidential Information.

d. "City's Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of the City or an Authorized User through the Services, including, without limitation, the City's meter data and other energy data related to the City's facilities located in the State of Montana. This information, data, and content may also include that which is considered Confidential Information.

e. "Data Incident" means a breach of the City or the Contractor's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the City's Data through the Services licensed to the City by the Contractor.

f. "Documentation" means Contractor's user manuals, handbooks, and guides relating to the Services provided by Contractor to the City either electronically or in hard copy form/end user documentation relating to the Services.

g. "Intellectual Property Rights" or "IP Rights" means any and all rights that may exist under patent law, copyright law, publicity rights law, moral rights law, trade secret law, trademark law, unfair competition law or other similar protections, whether or not such rights are registered or perfected.

h. "Contractor IP" means the Services, the Documentation, and any and all intellectual property provided to the City or any Authorized User in connection with the foregoing. For the avoidance of doubt, Contractor IP includes Aggregated Statistics and any information, data, or other content derived from Contractor's monitoring of the City's access to or use of the Services, but does not include the City's Data.

i. "Services" means the Samsara software-as-a-service license described in the Scope of Services. *See attached* Exhibit A.

j. "System" means the GPS and camera monitoring hardware described in the Scope of Services. *See attached* Exhibit A.

2. Purpose: City agrees to enter this Agreement with Contractor to perform for City the System and Services described in the Scope of Services attached hereto as Exhibit A and by this reference made a part hereof.

3. Term/Effective Date: This Agreement is effective upon the Effective Date and will expire five (5) years from the Effective Date, unless earlier terminated in accordance with this Agreement.

4. Scope of Services: Contractor will perform the work and provide the System and 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. Contractor agrees to be bound by its responses to the City's Cloud Questions, attached to this Agreement as Exhibit B and made part of this Agreement. Such responses constitute material consideration for the City to enter into this Agreement and the responses are material representations regarding the Contractor's performance.

5. Access and Use:

a. Provision of Access to Services. Subject to and conditioned on the City's payment of fees and compliance with the terms and conditions of this Agreement, Contractor grants the City a non-exclusive, non-transferable license to the Services during the Term. This license to the Services is solely for use by the City and its Authorized Users and must be accessed and used in accordance with the terms and conditions set forth in this Agreement. Unless otherwise agreed upon and detailed in the Scope of Services, such access and use is limited to the City's internal use. If applicable, Contractor must provide to the City the necessary passwords and network links or connections to allow the City to access the Services.

b. Documentation License. Subject to the terms and conditions contained in this Agreement, Contractor grants to the City a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for the City's internal business purposes in connection with its use of the System and Services.

c. Designated Authorized Users. The City may designate the number of Authorized Users permitted to access the Services.

d. Reservation of Rights. Contractor reserves all rights not expressly granted to the City in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to the City or any third party any intellectual property rights or other right, title, or interest in or to the Contractor IP.

e. Suspension. Notwithstanding anything to the contrary in this Agreement, Contractor may temporarily suspend the City's and any Authorized User's access to any portion or all of the Services if:

i. Contractor reasonably determines 1) there is a threat or attack on any of the Contractor IP; 2) the City's or any Authorized User's use of the Contractor's IP disrupts or poses a security risk to the Contractor IP or to any other Customer or vendor of Contractor; 3) the City, or any Authorized User, are using the Contractor IP for fraudulent or illegal activities; or 4) Contractor's provision of the Services to the City or any Authorized User is prohibited by applicable law; or

ii. any vendor of Contractor has suspended or terminated Contractor's access to or use of any third-party services or products required to enable the City to access the Services.

Contractor must use commercially reasonable efforts to provide written notice within five (5) business days prior to any planned Service Suspension to the City and provide updates regarding resumption of Services following any Service Suspension. Contractor must use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Contractor may be subject to liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that the City or any Authorized User may incur as a result of a Service Suspension.

f. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Contractor may monitor the City's use of the Services, and collect and compile Aggregated Statistics. As between Contractor and the City, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Contractor. The City acknowledges that Contractor may compile Aggregated Statistics based on the City's Data input into the Services. The City agrees that Contractor may: 1) make Aggregated Statistics publicly available in compliance with applicable law, and 2) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify the City or the City's Confidential Information.

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

7. Contractor's Representations: To induce City to enter into this Agreement, Contractor makes the following representations:

a. Contractor has familiarized itself with the nature and extent of this Agreement, the

Scope of Services, and with all applicable local conditions and federal, state, and local laws, ordinances, rules, and regulations necessary to provide the Scope of Services.

b. Contractor represents and warrants to City that it has the experience and ability to provide the System and perform the Services required by this Agreement; that it will perform the Services in a professional, competent and timely manner and with diligence and skill; that it has the power to enter into and perform this Agreement and grant the rights granted in it; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party, whether rights of copyright, trademark, privacy, publicity, libel, slander or any other rights of any nature whatsoever, or violate any federal, state and municipal laws. The City will not determine or exercise control as to general procedures or formats necessary to have these services meet this warranty.

c. Contractor must ensure the System and Services delivered under this Agreement are adequately secure and must provide a secure environment for all of the City's Confidential Information that it may obtain, which may include, but is not limited to any hardware and software (including servers, network and data components) to be provided or used by the Contractor as part of its performance under this Agreement. Contractor represents that the security measures it takes in performance of its obligations under this Agreement are, and at all times, will remain, in compliance with all applicable laws and regulations governing Contractor's access to, use of, and handling of the City's Data.

8. Security: Contractor must provide a secure environment for all of the City's Confidential Information and any hardware and Software (including servers, network, and data components) to be provided or used by Contractor as part of its performance under this Agreement. Contractor represents that the security measures it takes in performance of its obligations under this Agreement are, and will at all times remain, in agreement with the industry's minimum standards. Contractor's failure to comply with the industry's minimum standards in fulfilling its obligations under this Agreement constitutes a breach of this Agreement. Additionally, Contractor must contractually require any subcontractors or agents with access to the City's Confidential Information to adhere to such Security Best Practices.

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

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, Montana Code Annotated (MCA), and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law.

Contractor shall furnish the City with copies showing one of the following: (1) an electronic record 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.

In the event that, during the term of this Agreement, any labor problems or disputes of any type arise or materialize which in turn cause any services to cease for any period of time, Contractor specifically agrees to take immediate steps, at its own expense and without expectation of reimbursement from City, to alleviate or resolve all such labor problems or disputes. The specific steps Contractor shall take shall be left to the discretion of Contractor; provided, however, that Contractor shall bear all costs of any related legal action. Contractor shall provide immediate relief to the City so as to permit the services to continue at no additional cost to City.

Contractor shall indemnify, defend, and hold the City harmless from any and all claims, demands, costs, expenses, damages, and liabilities arising out of, resulting from, or occurring in connection with any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes.

10. <u>Indemnity/Waiver of Claims/Insurance</u>: For other than professional services rendered, to the fullest extent permitted by law, Contractor agrees to indemnify, and 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 third-party claims, demands, actions, or proceedings (Collectively "Claims" to the extent such Claim **directly arises from**: (i) the gross negligent, reckless, or intentional misconduct of the Contractor; or (ii) any gross negligent, reckless, or intentional misconduct of any of the Contractor's agents and Contractor will indemnify the City for any costs, damages, and reasonable attorneys' fees attributable to such Claim that are awarded against the City.

Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the City as

indemnitee(s) which would otherwise exist as to such indemnitee(s).

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

Should the City be required to bring an action against the Contractor to assert its right to defense or indemnification under this Agreement or under the Contractor's applicable insurance policies required below, the City shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines the Contractor was obligated to defend the claim(s) or was obligated to indemnify the City for a claim(s) or any portion(s) thereof.

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

Contractor also waives any and all claims and recourse against the City, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except "responsibility for [City's] own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent" as per 28-2-702, MCA.

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

In addition to and independent from the above, Contractor shall at Contractor's expense secure insurance coverage through an insurance company or companies duly licensed and authorized to conduct insurance business in Montana which insures the liabilities and obligations specifically assumed by the Contractor in this Section. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by the Contractor in this Section.

The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the City without limit and without regard to the cause therefore and which is acceptable to the City. Contractor shall furnish to the City an accompanying certificate of insurance and accompanying endorsements in amounts not less than as follows:

- Workers' Compensation – statutory;

- Employers' Liability - $1,000,000 per occurrence; $2,000,000 annual aggregate;
- Commercial General Liability - $1,000,000 per occurrence; $2,000,000 annual aggregate;
- Automobile Liability - $1,000,000 property damage/bodily injury per accident;
- Professional Liability - $1,000,000 per claim; $2,000,000 annual aggregate; and
- Cyber Liability - $1,500,000 per occurrence; $3,000,000 annual aggregate.

The above amounts shall be exclusive of defense costs. The City shall be endorsed as an additional or named insured on a primary non-contributory basis on the Commercial General, Employer's Liability, and Automobile Liability policies. The insurance and required endorsements must be in a form suitable to City and shall include no less than a thirty (30) day notice of cancellation or non-renewal. Contractor shall notify City within two (2) business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason.

The City must approve all insurance coverage and endorsements prior to the Contractor commencing work.

11. Termination for Contractor's Fault:

If Contractor refuses or fails to timely do the work, or any part thereof, or materially fails to perform any of its obligations under this Agreement, or otherwise materially breaches any terms or conditions of this Agreement, the City may, by written notice and upon 30 days opportunity to cure, terminate this Agreement and the Contractor's right to proceed with all or any part of the work ("Termination Notice Due to Contractor's Fault"). The City may then take over the work and complete it, either with its own resources or by re-letting the contract to any other third party.

In the event of a termination pursuant to this Section 8, Contractor shall be entitled to payment only for those services Contractor actually rendered.

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

In the event of termination under this Section 11, Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost

productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

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

a.

Provided Customer has not changed its billing schedule, should conditions arise which, in the sole opinion and discretion of the City, make it advisable to the City to cease performance under this Agreement, the City may terminate this Agreement by written notice to Contractor ("Notice of Termination for City's Convenience"). The termination shall be effective in the manner specified in the Notice of Termination for City's Convenience and shall be without prejudice to any claims that the City may otherwise have against Contractor.

b. Upon receipt of the Notice of Termination for City's Convenience, unless otherwise directed in the Notice, the Contractor shall immediately cease performance under this Agreement and make every reasonable effort to refrain from continuing work, incurring additional expenses or costs under this Agreement and shall immediately cancel all existing orders or contracts upon terms satisfactory to the City. Contractor shall do only such work as may be necessary to preserve, protect, and maintain work already completed or immediately in progress.

c. In the event of a termination pursuant to this Section 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; however City will not be entitled to a refund for any payment already rendered to Contractor.

d. The compensation described in Section 12(c) is the sole compensation due to Contractor for its performance of this Agreement. Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

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

a. Contractor's Damages. In the event of a claim for damages by Contractor under this Agreement, Contractor's damages shall be limited to contract damages and Contractor hereby expressly waives any right to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature or kind. Except for material breach of Contractor's license restrictions, damages are limited to the money paid to Contractor under this agreement. This limitation of liability is cumulative and not per-incident. Damages caused by injury to persons or tangible property, or arising from any Contractor indemnification under this Agreement,

are not subject to a cap on the amount of damages.

In the event Contractor wants to assert a claim for damages of any kind or nature, Contractor shall provide City with written notice of its claim, the facts and circumstances surrounding and giving rise to the claim, and the total amount of damages sought by the claim, within thirty (30) days of the facts and circumstances giving rise to the claim. In the event Contractor fails to provide such notice, Contractor shall waive all rights to assert such claim. To the extent an undue delay prejudices City, then Samsara shall be responsible for such extra damages caused by such delay.

14. Audit Right: Contractor must retain a certified public accounting firm to perform an annual audit of the Services' data protection features and to provide a SOC 2 Type II report, pursuant to the current standards of the American Institute of Certified Public Accountants. In addition, Contractor must annually conduct its own internal security audit and address security gaps. Contractor must give the City a copy of the most current report from each audit conducted upon request.

If requested by the City, Contractor must, on a bi-annual basis, permit security reviews by the City on those systems storing or processing City Data, on Contractor policies and procedures relating to the foregoing, including without limitation its information security programs, and permit testing of all security processes and procedures during the term, including without limitation, penetration testing.

Contractor or its nominee (including its accountants and auditors) may, on reasonable request, inspect and audit the City's use of the Services under this Agreement at any time during the Term. The City must make available all books, records, equipment, information, and personnel, and provide all such cooperation and assistance, as may reasonably be requested by or on behalf of Contractor with respect to such audit.

15. Resources and Support: Contractor must, throughout the Term, make available such resources, including Contractor personnel, as are reasonably required to:

a. train designated employee(s) of the City in the use of the Services;
b. develop modifications to the Services as agreed to by the Parties in any exhibit attached to this Agreement; and
c. Contractor must provide technical support to the City as described in Exhibit A, Scope of Services, for the duration of this Agreement.

16. Confidential Information:

a. From time to time during the Term, a Party to this Agreement may disclose or make available to the other Party Confidential Information, as defined in Section 1 of

this Agreement, about its business affairs. The receiving Party must not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's Authorized Users who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations established in this Agreement.

b. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required:

i. in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order must first have given written notice to the other Party;

ii. to establish a Party's rights under this Agreement, including to make required court filings; or

iii. to any Authorized User who may need to access Confidential Information in order to facilitate or execute the purpose of this Agreement.

c. Unless otherwise required by law, each Party must not disclose Confidential Information to any other third party not otherwise identified in this agreement without the other Party's prior written consent. Each Party's obligations of non-disclosure regarding Confidential Information are effective as of the Effective Date, survive this Agreement, and do not terminate. However, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

d. Each Party must protect Confidential Information with the same degree of care it uses to protect its own Confidential Information with of similar nature and importance, but with no less than reasonable care. Each Party agrees to promptly notify the other Party if there is a misuse or misappropriation of Confidential Information.

17. **Data Location**: Except as otherwise permitted in the Agreement, Contractor must not transfer the City's Data outside of United States or the Contractor's location as identified in the first paragraph of this Agreement unless it receives the City's prior written consent or unless the transfer is to the Contractor's data center and such transfer is necessary for the execution of the Services.

18. **Access to Data**: The City may access and copy any of the City's Data in Contractor's possession at any time during the Term of this Agreement. Contractor must reasonably facilitate such access.

19. **Deletion of Data**: For the Term of the Agreement, except as authorized by applicable law, Contractor must not erase the City's Data or any copy without the City's prior written consent.

20. **Warranty:** Contractor offers a hardware warranty, a 99.99% uptime service level agreement, and 24/7 customer support. *See* Contractor's *Terms of Service* (last updated Feb. 2025), attached as Exbibit C, for hardware warranty.

21. **Malicious Code:** Samsara will not knowingly introduce any Malicious Code within the Samsara Software that seeks to maliciously damage, destroy or alter Customer Data; provided that if there is any Malicious Code in the Samsara Software, Samsara shall use commercially reasonable efforts to remove such Malicious Code. The limitation of liability described in Section 13 does not apply to this indemnification obligation.

22. **Representatives and Notices**:

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

b. **Contractor's Representative**: The Contractor's Representative for the purpose of this Agreement shall be Luke Wagner (luke.wagner@samsara.com) or such other individual as Contractor shall designate in writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication shall be directed to Contractor's Representative; provided, however, that in exigent circumstances when Contractor's Representative is not available, City may direct its direction or communication to other designated Contractor personnel or agents.

c. **Notices**: All notices required by this Agreement shall be in writing and shall be provided to the Representatives named in this Section. Notices shall be deemed given when delivered, if delivered by courier to Party's address shown above during normal business hours of the recipient; or when sent, if sent by email 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.

Samsara Inc.
Email: legalnotices@samsara.com
Telephone: (415) 985-2400
Address: Attn: Legal Team, 1 De Haro Street, San Francisco, CA 94107

23. **Permits**: Contractor shall comply with all applicable laws, ordinances, rules, and regulations.

24. **Laws and Regulations**: Contractor shall comply fully with all applicable state and federal laws, regulations, and municipal ordinances including, but not limited to, all workers' compensation laws, all environmental laws including, but not limited to, the 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.

25. **Nondiscrimination and Equal Pay:** The Contractor agrees that all hiring by Contractor of persons performing this Agreement shall be on the basis of merit and qualifications. The Contractor will have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. The Contractor will not refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual orientation, gender identity, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction. The Contractor shall be subject to and comply with Title VI of the Civil Rights Act of 1964; Section 140, Title 2, United States Code, and all regulations promulgated thereunder.

Contractor represents it is, and for the term of this Agreement will be, in compliance with the requirements of the Equal Pay Act of 1963 and Section 39-3-104, MCA (the Montana Equal Pay Act). Contractor must report to the City any violations of the Montana Equal Pay Act that Contractor has been found guilty of within 60 days of such finding for violations occurring during the term of this Agreement.

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

26. **Intoxicants; DOT Drug and Alcohol Regulations/Safety and Training**: Contractor shall not permit or suffer the introduction or use of any intoxicants, including alcohol or illegal drugs, by any employee or agent engaged in services to the City under this Agreement while on City property or in the performance of any activities under this Agreement. Contractor acknowledges it is aware of and shall comply with its responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. City shall have the right to request proof of such compliance and Contractor shall be obligated to furnish such proof.

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

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

28. **Reports/Accountability/Public Information**: Contractor agrees to develop and/or provide documentation as requested by the City demonstrating Contractor's compliance with the requirements of this Agreement. Contractor shall allow the City, its auditors, and other persons authorized by the City to inspect and copy its electronic records for the purpose of verifying that the reimbursement of monies distributed to Contractor pursuant to this Agreement was used in compliance with this Agreement and all applicable provisions of federal, state, and local law. The Contractor shall not issue any statements, releases or information for public dissemination without prior approval of the City.

29. **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.

30. **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.

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

32. **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.

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

34. **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 sections to which they refer.

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

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

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

38. **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.

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

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

41. **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.

CITY OF BOZEMAN, MONTANA

By_____
Chuck Winn, City Manager

APPROVED AS TO FORM:

By_____
Greg Sullivan, Bozeman City Attorney

Samsara
CONTRACTOR (Type Name Above)

By_____
Print Name: Adam Eltoukhy
Print Title: Chief Legal Officer

City of Bozeman

Samsara Scope of Services

Project Overview Samsara Inc. will provide the City of Bozeman with a fleet management solution that includes hardware, software licenses, and support services. This solution will enable real-time visibility, vehicle telematics, and advanced fleet analytics to enhance operational efficiency and safety.

Services Included:

Hardware Provisioning and Installation

- 95 Vehicle IoT Gateways (VG55)
- 39 Forward-Facing Dash Cameras (CM33)
- 30 Powered Asset Gateways (AG26)
- Various required cables for installation (OBDII, J1939, Caterpillar 9-pin and 14-pin)

Software and Licensing

- 63-month license term
- Vehicle Gateway Licenses for 95 units (Public Sector Only, No WiFi, No ELD)
- Forward-Facing Dash Camera Licenses for 39 units
- Plus Licenses for 30 Powered Asset Gateways
- Real-time location tracking, telematics, and vehicle diagnostics
- Dashboard access for fleet management
- Mobile Driver App for iOS and Android with unlimited driver accounts
- Over-the-air software updates
- API access for third-party system integrations

Shipping and Handling

- Equipment will be shipped to the City of Bozeman at 814 N Bozeman Ave, Bozeman, MT 59715
- Shipping costs included: $1,069.30

Support and Maintenance

- Customer support and maintenance included with active licenses
- Warranty coverage as per Samsara's Hardware Warranty Policy
- Assistance with troubleshooting and technical inquiries

Implementation and Training

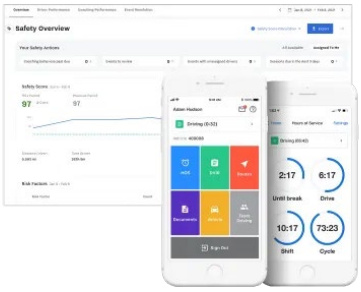
- Guidance on device installation and activation
- Training on dashboard use and fleet management tools
- Best practices for leveraging Samsara’s analytics and reporting features

Payment Terms

- Annual license fees payable via check
- The first invoice of $8,383.30 will cover hardware for an early implementation
- One-time license credit applied for the first month







<u>Solution:</u>

Hardware and Licenses:

95 Vehicle Gateways, including cables(GPS tracking on trucks and motor graders)

The Vehicle Gateway (VG55) is a plug-and-play advanced sensor platform for fleets. It provides operators with real-time location and diagnostics, sensor data, and accessory compatibility.

39 CM 33s including cables (forward facing cameras for trucks and motorgraders)

The CM33 road-facing camera is designed to minimize high-risk behaviors and reduce safety-related costs while enhancing visibility into fleet operations. With capabilities like live scene analysis, the CM33 helps exonerate drivers and lower incidents. It provides comprehensive insights into safety and security, crucial for safeguarding of operators.

7 Asset Gateways (GPS tracking for trailers)
The AGs track non-powered assets like trailers or equipment, providing their real-time location and usage data. They use long-life batteries to operate independently, ensuring continuous asset visibility without needing a power source. This helps in optimizing asset utilization and management.

Software:

- Real-Time GPS Data
- Vehicle Diagnostics
- Custom Reporting & Alerts
- Service Coverage Map
- Proximity Search
- Unlimited Users
- Custom Permissions Settings
- Single Sign On
- Samsara Driver and Fleet Apps
- 250+ Integrations

Warranty Policy

- ➔ Samsara's warranty for licensed devices, which in your proposal includes the dash camera, vehicle gateways and asset gateways, exists for as long as you maintain a valid license for those products. Here is a link to our Warranty and RMA policy. In the case of a 36 month agreement, these licensed products would be under warranty for the duration of that term.
- ➔

Samsara Customer Experience

- ➔ Access to our customer support team is included in the licensing (no additional cost)

- ➔ Samsara provides 24x7 phone and email support. Customers can also submit a web ticket directly via their cloud dashboard.
- ➔ Training Center Access
- ➔ Live New User Training

Prepared by: Luke Wagner
luke.wagner@samsara.com - (214)-493-9575

Cloud Services Questions

1) **Service Levels**: What level of service should we expect? What is the City's recourse for excessive downtime? Refund of percentage of monthly fee?
We offer a 99.99% uptime guarantee. Please refer to our Hosted Software SLA linked here: https://www.samsara.com/legal/hosted-software-sla

2) **Data Ownership**: Who owns the data we provide and what can be done with the data?
Per our terms of service, Customer owns its data and has controls over where and how long it is stored: https://kb.samsara.com/hc/en-us/articles/360043777351-Customizable-Data-Retention-Settings Please also see: https://security.samsara.com/controls#data-security `

3) **ADA Compliance:** If your proposed services include websites, they must be AA compliant as defined by WCAG (Web Content Accessibility Guidelines) standards.
    a. **Samsara cannot comply at this time with the WCAG 2.0 AA requirements. However, Samsara strives to provide a platform that is accessible to people with disabilities, and is working toward meeting international industry standards. As a company, Samsara has invested in a new team responsible for the entire dashboard experience, including core usability and accessibility, with the goal of reaching compliance with the Web Content Accessibility Guidelines ("WCAG") and similar accessibility standards, as applicable to Samsara.**

4) **Data Security**: How secure is our data and how is it being kept secure**?**

    a. If this is a multi-tenant environment on the same hardware how is our data kept separate and secure from other customers, including any PII (Personally Identifiable Information) that may be gathered?
        i. **Samsara is built on a secure multi-tenant cloud architecture with logical data separation. Customer data is logically separated across distributed databases with required authentication checks for every application-layer and data-layer access made to any tenant's data. The logical separation ensures that data is always associated with exactly one customer, and required authentication checks at the application and data layers ensure that data is completely isolated by customer and accounts provisioned for that customer.**
    b. If PII is gathered, is it encrypted in transit and at rest?
        i. **Data that is captured, stored or processed by Samsara is encrypted by default when in transit over public networks or at rest in the Samsara cloud. Specifically: Data in Transit Samsara uses the latest recommended secure protocols to secure traffic in transit, including TLS 1.2, AES256 encryption, and signatures. Data at Rest Data at rest in Samsara's production network is encrypted using FIPS 140-2 compliant encryption standards, which applies to data at rest within Samsara's systems—relational databases, file stores, backups, etc. All encryption keys are stored in an industry standard, secure system based on AWS's Key Management Service. Samsara has**

implemented appropriate safeguards to protect the creation, storage, retrieval, and destruction of secrets such as encryption keys and service account credentials. Secure Dashboard Viewing your Connected Operations in the Samsara cloud via the dashboard, Samsara mobile apps, and API requires secure, TLS-encrypted connections for all application traffic.

c. If credit card transactions are occurring is your system fully PCI compliant? **Yes.**

5) **Data Integrity**: What do you do as a vendor to ensure our data maintains its integrity?
   a. **Please see our data controls page here for all the measure we use to ensure data maintains its integrity: https://security.samsara.com/controls#data-security**

6) **We require data centers to be located in the United States**: What country will our data be located in?
   a. **Samsara uses AWS for cloud storage with data centers located in the US.**

7) **Responding to legal demands to disclose data**: What is your process when someone subpoenas or requests our data from you as a vendor?

   We respect customer data privacy. Where legally permitted, we provide Customers with notice when their data is being requested and only provide the minimum required to comply with the law. Please see this page for more information: https://www.samsara.com/legal/requestingcustomerdata

8) **Reporting**: What is your protocol for data breaches?
   a. **Samsara will notify Customer without undue delay upon Samsara becoming aware of a Personal Data Breach affecting Customer Personal Data.**

9) **Disaster Recovery**: What protections/protocols do you have in place to mitigate disasters?
   a. **Samsara has business continuity and disaster recovery plans in place to minimize impact to our customers.**

10) **Business Continuity/Exit**: If you decide to bring your business to an end or we end our relationship what happens to our data? If you give us a copy of our data, what format options will there be for our data and what assistance will you provide getting our data to us?
   a. **In the event the relationship is terminated, Customers have the right to export their data at any time during the term of the relationship and after termination Customer data will be deleted in accordance with Samsara's data retention policies detailed here: https://www.samsara.com/legal/privacy**
   b. **Format of data: There are two ways to export data: from the Samsara API or directly from the Samsara dashboard in comma-separated values (CSV) format. For more information please see: https://kb.samsara.com/hc/en-us/articles/10118697996813-Samsara-Data-Export-Types**

11) **Termination rights and consequences**: What is your termination policy both for you as a vendor and us as a customer?
    a. **For customer rights, we can agree to termination for material breach with 30 days opportunity to cure.**
    b. **For Samsara's right, we can agree to remove our right to terminate for convenience and limit termination to material breach.**

Questionnaire Completed by: Iva Gaylord Date: May 6, 2025

Exhibit C

LICENSING TERMS EXHIBIT

Samsara Inc. ("**Samsara**") and City of Bozeman, Montana ("**Customer**," and together with Samsara, the "**Parties**") hereby agree that this Licensing Terms Exhibit (this "**Exhibit**") shall be attached as an exhibit to, and form a part thereof, the Parties' Agreement under which Customer purchases Samsara products and/or services ("**Products**") from Samsara (the "**Agreement**"). This Exhibit is effective as of the same date as the Agreement. To the extent there is a conflict between this Exhibit and other provisions in the Agreement, this Exhibit shall prevail. The Parties hereby agree as follows:

1. End User License Agreement. Customer's use of Samsara's products and/or services ("**Products**") is subject to Samsara's terms of service available at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ ("**Terms of Service**").

2. Proprietary Rights. Notwithstanding anything to the contrary in the Agreement, Samsara owns all right, title and interest in and to the software Products and related technical documentation, including all improvements, modifications, and derivative works thereof.

3. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, NEITHER PARTY IS LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, AND EXCEPT AS TO A BREACH OF SECTION 10.2 OF THE TERMS OF SERVICE, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE.

IN WITNESS WHEREOF, the Parties have executed this Exhibit to the Agreement effective as of the effective date of the Agreement.

City of Bozeman	\	**Samsara Inc.**
By: _____		By: _____
Name: Chuck Winn		Name: Adam Eltoukhy
Title: City Manager		Title: Chief Legal Officer
Date: _____		Date: _____

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Gail Jorgenson, GIS Program Manager
Jon Henderson, Assistant City Manager

SUBJECT: Authorize the City Manager to Sign Amendment 3 to the Professional Services Agreement for Digital Orthoimagery and LiDAR Acquisition for the Purpose of Amending the Scope of Services

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign Amendment 3 to the Professional Services Agreement for Digital Orthoimagery and LiDAR Acquisition for the Purpose of Amending the Scope of Services

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

BACKGROUND: On February 2, 2025, the City Commission approved a Professional Services Agreement with Ayres Associates, Inc. for Digital Orthoimagery and LiDAR Acquisition. Amendment 3 expands the Scope of Services to include leaf-on aerial photography data acquisition in August 2026. This project covers the entire 78.7-square-mile planning boundary and adjacent watersheds. The City will use this high-resolution imagery to create updated land cover and turf datasets to support needs within the Water Conservation and Urban Forestry Divisions. This analysis builds on baseline data from summer 2023 to track landscape changes over time, support water conservation goals, and assess the urban tree canopy to calculate carbon sequestration. Flight operations are scheduled between August 1, 2026 and August 31, 2026, with final project deliverables due within 90 days of data acquisition. Ayres Associates, Inc. was selected through a competitive RFP process for professional services.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As directed by the City Commission.

FISCAL EFFECTS: Funds necessary to support this Amendment ($28,600) are included in the proposed FY27 budget.

Attachments:

Professional Service Agreement Third Amendment to Digital OrthoImagery and LiDAR Acquisition.pdf

Report compiled on: June 1, 2026

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR Digital OrthoImagery and LiDAR Acquisition dated the 2nd day of February 2025 (the "Agreement") is made and entered into this 14th day of July, 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 Ayres Associates Inc., 5201 E. Terrace Drive Suite 200, Madison, WI 53715, hereinafter referred to as "Contractor." The City and Contractor may be referred to individually as "Party" and collectively as "Parties."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. **Scope of Services** See Attachment 1

2. **Agreement still valid**. All remaining terms and provisions of the Agreement remain valid.

****** END OF AGREEMENT EXCEPT FOR SIGNATURES ******

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BOZEMAN, MONTANA

By_____
Chuck Winn, City Manager

Ayres Associates Inc.

By_____
Print Name:
Title:

APPROVED AS TO FORM

By_____
Greg Sullivan, Bozeman City Attorney

Attachment 1

SCOPE OF WORK & BUDGET

2027 Leaf On Digital Orthoimagery Acquisition

City of Bozeman, MT

May 14th, 2026

Ingenuity, Integrity, and Intelligence.

SCOPE OF WORK

The following scope of work pertains to the FY 2027 City of Bozeman Leaf On Orthoimagery project. Ayres will provide the following geospatial services for collecting and processing new 12-inch resolution orthoimagery of the City of Bozeman's 78.7 square mile project area in August of 2026.

Deliverables

Leaf On Orthoimagery 2026

- Project plan
- 12-inch resolution, 4-band orthoimages by tile, GeoTIFF format, UTM and State Plane
- 12-inch resolution, 4-band Orthomosaic for entire project area, MrSID format, UTM and State Plane

Reports

- Flight plan and logs
- Survey control report
- Aerial triangulation report
- FGDC metadata, .xml format
- Progress reports
- Final project report

Data Delivery

An external hard drive will be delivered to the City with all of the deliverables available to upload into the City GIS.

Ownership

Ayres has always assigned ownership and copyright to our clients at the completion of a project and will do the same with this project.

Schedule

Ayres proposes the following schedule to complete the City's project successfully. We are open to adjustments to this schedule based on input from the City of Bozeman, including expedited delivery of pilot areas and final deliverables.

MILESTONE	DATE
Project Kickoff Meeting	July – August 2026
Aerial imagery acquisition	August 1 to 31, 2026, (as conditions permit)
Initial delivery of orthoimagery	November 2nd, 2026
City review period of imagery	November 2nd – 6th, 2026
Final delivery of imagery products	Approximately November 16th, 2026

BUDGET

Ayres will be providing the following scope of services for the FY 2027 Leaf On 12-inch Orthoimagery project for the estimated fees as follows:

DIGITAL ORTHOIMAGERY ACQUISITION	
GEOSPATIAL SERVICES PROVIDED	LUMP SUM FEES
Aerial Imagery Acquisition and Processing	$28,600
Lump Sum Total Fees:	**$28,600**

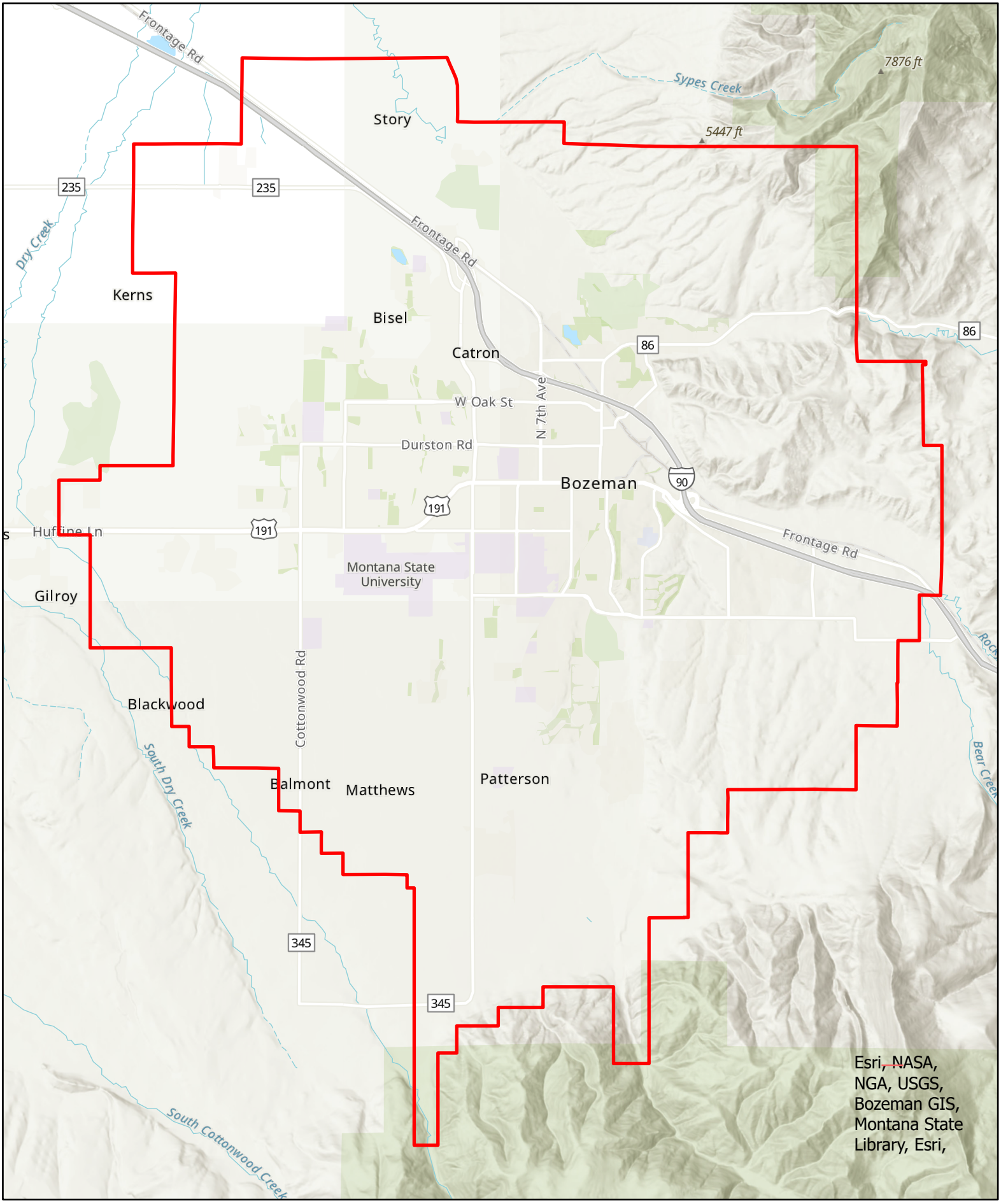
Project Deliverables

Leaf On Orthoimagery FY 2027

- Project plan
- 12-inch resolution, 4-band orthoimages by tile, GeoTIFF format, UTM and State Plane
- 12-inch resolution, 4-band Orthomosaic for entire project area, MrSID format, UTM and State Plane

Reports

- Flight plan and logs
- Survey control report
- Aerial triangulation report
- FGDC metadata, .xml format
- Progress reports
- Final project report



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1 0.5 0 Mile

2026 Bozeman Leaf-on Imagery Flight Boundary

BOZEMAN MT

Memorandum

REPORT TO: City Commission

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

SUBJECT: Authorize the City Manager to Sign Amendment 3 to Task Order 3 with HDR Engineering Providing for Engineering Services in Support of Direct Construction Contract Negotiations for the Water Reclamation Facility Solar Generation Project

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign Amendment 3 to Task Order 3 with HDR Engineering Providing for Engineering Services in Support of Direct Construction Contract Negotiations for the Water Reclamation Facility Solar Generation Project

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

BACKGROUND: The City is presently in direct negotiations for a construct contract for the Water Reclamation Facility (WRF) Solar Generation Project. Public bids were publicly advertised on two separate occasions and no responsible bids were received during either round of public bid solicitations. The City is now directly negotiating a construction contract utilizing a quasi-competitive process with two separate qualified local solar installations contractors. Statutory authority for direct contract negotiation after two failed bidding attempts is provided at MCA 18-2-301(3). The City Attorney and City Finance Director have both authorized these direct contract negotiations.

The attached Task Order 3 with HDR Engineering provides for technical services in support of the direct negotiation process. HDR prepared the plans, specifications, and bidding documents for the project and serves as the Engineer of Record. HDR therefore has an ongoing role in ensuring that any negotiated modifications to the project documents remains consistent with its engineer certifications.

UNRESOLVED ISSUES: The City has given a deadline of July 3, 2026 for the selected contractors to submit their respective project and price proposals. The City will review the proposals in coordination with HDR and select the proposal that provides the best value to the City to arrive at a final construction contract. The final

construction contract will be presented to the City Commission at a later date for authorization.

ALTERNATIVES: As suggested by the City Commission.

FISCAL EFFECTS: Amendment 3 to Task Order 3 provides a cost not to exceed of $15,000 for direct construction contract negotiation assistance. Costs are billable on a time and materials basis and are funded by CIP Project WW155 - WRF Solar Arrays. Sufficient budget exists to cover the amendment 3 costs.

Attachments:
10438546 Amendment 3 TO 3_Solar.pdf

Report compiled on: June 18, 2026

AMENDMENT NO. 3 TO AGREEMENT
WRF ON CALL TASK ORDER NO. 3
FOR ENGINEERING SERVICES

WHEREAS:

The CITY OF BOZEMAN ("City") and HDR ENGINEERING, INC. ("HDR") entered into an agreement on July 22, 2025, said agreement being Task Order No. 3 of the Professional Services Master Task Order Agreement with HDR Engineering, to perform engineering services for the final design of the WRF Non-Export Solar Power Installation Project ("WRF Solar Project");

The City desires to amend this Task Order No. 3 Agreement (the "Agreement") in order for HDR to perform services beyond those previously contemplated; and HDR is willing to amend the Agreement and perform the additional engineering services as set forth in this Amendment No. 3 to Task Order No. 3.

NOW, THEREFORE, HDR and the City do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Attachment A – Task Order No. 3 Scope of Work shall be amended with the following:
This Amendment establishes a new task for HDR Engineering, Inc. ("Engineer") to provide expanded engineering and owner's representative services in support of the City's direct negotiation and execution of a construction contract for the WRF Solar Generation Project.

New Task 500 – Direct Negotiation

500 – Under this Task Order, the Engineer may provide, but is not limited to the following services, as directed by the City:

Owner's Representative Services

- Act as the City's Engineer and Owner's Representative consistent with the roles, responsibilities, and authority defined in the General Conditions of the Construction Contract (based on the April 24, 2026, bidding documents), as modified through negotiation.

Support for Direct Negotiation Process

- Provide technical, contractual, and cost support to the City during direct negotiations with prospective contractors, including:
    - Review and evaluation of contractor proposals and redlined bidding documents
    - Identification and assessment of proposed deviations from the original design and specifications
    - Technical advisement

Review of Proposed Materials and Systems

- At the City's direction, review and provide recommendations regarding contractor-proposed materials, equipment, and system substitutions.

Design and Specification Clarifications

- Assist in resolving ambiguities, inconsistencies, or conflicts identified in the original bidding documents, including:
    - Issuance of clarifications or interpretive guidance
    - Documentation of agreed-upon revisions for incorporation into the negotiated contract

Cost and Scope Evaluation Support

- Support evaluation of contractor pricing proposals, including:
    - Review of division-based lump sum pricing
    - Identification of cost drivers, risks, and potential value engineering opportunities

Schedule Review

- Review contractor-proposed construction schedules and provide input

Documentation and Contract Finalization Support

- Assist the City in preparing final conformed construction documents, including:
    - Incorporation of negotiated changes into plans, specifications, and contract forms
    - Review of bonding, insurance, and contract compliance requirements

Compensation Section shall be amended as follows:

The tasks will be requested and directed by the City and HDR will work to complete the requests on a time and materials basis, as directed up to the funds available. Total not-to-exceed time & materials fee increase of this Amendment No. 3 to be **$15,000**, providing for an amended Agreement total of **$150,487**.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR") _____ ("_____")

By:_____ By:_____

Title:_____ Title:_____

Date:_____ Date:_____

MONTANA AREA
2026 HOURLY RATE SCHEDULE

BILLING CLASSIFICATION	RATE RANGES		
Principal/ Sr. Technical Advisor	$ 250.00	-	$ 400.00
Sr. Engineer/ Sr. Project Manager	$ 250.00	-	$ 400.00
Project Manager	$ 180.00	-	$ 350.00
Project Engineer	$ 150.00	-	$ 250.00
Design Engineer/EIT	$ 100.00	-	$ 200.00
CADD/GIS/Technician	$ 100.00	-	$ 200.00
Controls/Integration	$ 100.00	-	$ 300.00
Project Admin and Support	$ 85.00	-	$ 200.00
Environmental Specialist	$ 100.00	-	$ 250.00
Strategic Comm/Graphics	$ 100.00	-	$ 250.00
Construction Management/Inspection	$ 100.00	-	$ 300.00
Economics/Project Controls	$ 100.00	-	$ 300.00
Right-of-Way Specialist	$ 100.00	-	$ 250.00

2026 CHARGEABLE EXPENSE SCHEDULE

Direct project expenses will be charged at the rates listed below unless a separate rate is negotiated for a specific project.

SUBSISTENCE (PER DIEM)

Subsistence such as meals and lodging while out on a project will be charged at actual cost or at the per diem rate negotiated for a specific project.

TRAVEL

Travel expenses will be charged at the following rates unless a separate rate is negotiated for a specific

Vehicles	$	0.88 /mile
Rental Vehicles & Aircraft	$	Actual Cost /mile

2026 CHARGEABLE EXPENSE SCHEDULE (continued)

TELEPHONE/FAX/POSTAGE

Long distance calls, telegrams, fax, cellular phone, and any special class postage will be charged at

SPECIAL EQUIPMENT CHARGES

GPS - Handheld	$	20	/hr.
Survey Equipment	$	50	/hr.
UTV	$	350	/day

Other equipment to be determined as necessary

SURVEYING SUPPLIES (Includes: Flagging, Stakes, Etc.)	$	50	/mile

SUBCONSULTANTS

Subconsultants and expenses may be subject to markup

OVERHEAD

Overhead costs, such as rent, insurance, utilities, office furniture, employee benefits, and taxes are included in the hourly billing rates.

BOZEMAN MT

Memorandum

REPORT TO: City Commission

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

SUBJECT: Authorize the City Manager to Sign Amendment 4 to the Professional Services Agreement with DOWL, LLC for Construction Administration for the MSU Sewer Interceptor Project

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign Amendment 4 to the Professional Services Agreement with DOWL, LLC for Construction Administration for the MSU Sewer Interceptor Project

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

BACKGROUND: Attached is a copy of the Fourth Amendment to the Professional Services Agreement with Dowl, LLC for construction administration of the MSU Sewer Interceptor Project. The document is in the City's standard format.

The MSU Sewer Interceptor is a section of trunk sewer main that extends from the intersection of Kagy Boulevard and South 3rd Avenue to the north and west through the City and ending at the intersection of West Babcock Street and South 9th Avenue. This section of trunk sewer main was identified in the City's 2024 Wastewater Facility Plan Update as the City's highest priority sewer renovations project.

The MSU Sewer Interceptor Project has been designed, bid and awarded to Williams Civil Construction through the City's existing Professional Services Agreement with DOWL. The proposed amendment includes construction administration, inspection and project management throughout construction of phase 1 of this project. Phase 1 includes the section of trunk sewer main from Kagy and South 3rd Avenue to South Willson Avenue and Mason Street and the section of trunk sewer main from College and 4th Avenue to Babcock and 9th Avenue. The scope of work also includes the sections of collection sewer main within the limits of the Kagy Boulevard Reconstruction Project. These mains need to be replaced but were not covered under the scope of the Kagy Project.

Construction of the MSU Sewer Interceptor Project, Phase 1 is anticipated to

begin in late July, 2026 and conclude in the fall of 2027.

UNRESOLVED ISSUES: None

ALTERNATIVES: As Suggested by the Commission

FISCAL EFFECTS: The proposed amendment is on a time and materials basis with a cost not to exceed amount of $430,215.17. The original agreement and previous amendments totaled $489,093.36. With this amendment, the total cost of professional services will be $919,308.53. Funding for the design of this project has been appropriated in the FY26 Budget as Project WW138 for a total amount of $836,800 and paid for from the Wastewater Fund and the Wastewater Impact Fee Fund. The portion of construction administration for collection sewer pipe replacement in Kagy Boulevard will be paid from the Project Sewer Fund capital project WW08.

Attachments:
MSU_Sewer_Professional Services Agreement - Amendment 4.pdf

Report compiled on: June 18, 2026

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR MSU Sewer Interceptor Improvements dated November 14, 2025 (the "Agreement") is made and entered into this _____ day of _____, 2026, by and between the **CITY OF BOZEMAN, MONTANA,** a self-governing municipal corporation organized and existing under its Charter and the laws of the State of Montana, 121 North Rouse Street, Bozeman, Montana, with a mailing address of PO Box 1230, Bozeman, MT 59771, hereinafter referred to as "City," and **DOWL,** 2425 Technology Blvd.; Ste. 2174, 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 Exhibit A-1 Scope of Services for Construction Administration and Inspection Phases Services.

2. **Addition to Payment**.

    a. Modify Part 7.3 DIRECT LABOR COSTS with update rates as follows:

Principals (Snr Mngr 5)	$107.08
Engineer 9	$84.92
Engineer 8 (Proj. Manager)	$76.31
Engineer 7	$72.92
Engineer 6	$60.31
Engineer 4	$59.38
Engineer 3	$52.62
Engineer 2	$47.38
CADD Drafter (Engr Tech 2)	$40.62
Env. Specialist 9	$83.08
Env. Specialist 4	$51.08
GIS Specialist	$49.23
Constr. Inspector (Field Rep. IV)	$57.85
Clerical	$32.31

b. See Attached Cost Schedule

3. **Agreement still valid**. All remaining terms and provisions of the original Agreement remain valid.

****** END OF AGREEMENT EXCEPT FOR SIGNATURES ******

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BOZEMAN, MONTANA

By_____
Chuck Winn, City Manager

DOWL, LLC

By_____
Print Name: Jeff Shoemaker
Title: President
(jshoemaker@dowl.com)

APPROVED AS TO FORM

By_____
Greg Sullivan, Bozeman City Attorney

Exhibit A-1 – Scope of Services (Construction Administration and Inspection Phase Services)

The following text summarizes our understanding of the project and the proposed scope of services.

PROJECT DESCRIPTION

The City of Bozeman MSU Sewer Interceptor- Phase 1 project includes replacement of existing sewer mains as follows:

Phase 1: Sewer Replacements

- South 7thth Avenue – from West Babcock Street to West Story Street;
- West Story Street – from South 7th Avenue to South 4th Avenue;
- South 4th Avenue – from West Story Street to West College Street;
- Mason St. – across Langohr Park to S. Tracy Ave.;
- South Tracy Ave. – from Langohr Park to Kagy Blvd.;
- Kagy Blvd. – from South Tracy to South 3rd Ave. and approximately 300 feet south on South 3rd. Ave.

In addition to replacement of these sections of the MSU sewer interceptor, the project includes replacement of additional sanitary sewer in Kagy Blvd. as follows:

- Kagy Blvd. – from South 7th Ave. to South 3rd and north on South Willson beyond the limits of the Kagy Blvd. widening limits.
- South Tracy Ave. – from Spring Creek Dr. north across Kagy Blvd. to the intersection of Hoffman Dr.

The scope of this Amendment includes construction administration and inspection services as identified in the Agreement and as supplemented or amended as follows:

Task – 5.0 Construction Administration and Inspection

The Task 5.0 services for the construction phase will be provided in accordance with part 4.5 of the Agreement and as detailed in this Scope of Services.

Construction Phase Assumptions:

The “Phase 1” sewer system improvements includes two separate construction schedules and the corresponding allowable construction contract times.

Schedule 1: This schedule includes the work primarily on Kagy Blvd. Work on Kagy is anticipated to start no later than August 01, 2026 and must be completed by October 30, 2026, a minimum of thirteen (13) weeks of active construction. It is anticipated the contractor will work shifts exceeding ten (10) hours per day and/or more than five (5) days per week to complete the project within the allowable work window. For estimation of the anticipated construction inspection time, (53) hours per week aggregate between a primary RPR and a secondary RPR is assumed to provide full-time RPR coverage. This includes 45 hours/week for the primary RPR supplemented by an additional 8-hour day per week by the secondary RPR.

Schedule 2: This schedule is anticipated to start in the Spring of 2027 with an allowable construction contract time of 120 calendar days. It is not anticipated that work shifts exceeding ten (10) hours per day and/or weeks exceeding fifty (50) hours per week will be required to complete this schedule within the allowable construction contract time. A total of seventeen (17), weeks at 45 hours/week is assumed for the total amount of RPR time needed to provide full-time coverage of the construction phase.

Materials Testing:

Part 4.7 of the Agreement includes provision of construction testing services. The construction bidding documents include specific testing requirements and frequencies for the Contractor to provide this quality control testing. DOWL will review certifications and test results to document compliance with contract requirements and advise Owner of any concerns over the performance of the quality control testing. DOWL will not provide additional quality assurance testing for the project outside of oversight of the testing and evaluation of results for conformance with the project requirements. If needed, additional quality assurance testing will be requested from the Owner's "on-call" testing contractor.

Summary/Dashboard of Budgeted Costs & Profit (or Fixed Fee for CPFF Compensation)

Note: CPFF compensation may not be used if prime Consultant has Negotiated Billing Rates (NBRs). Subs may use NBRs and are included in the Total Cost NTE; however, NBRs already include profit. Therefore NBR-subs are not part of the profit or Fixed-Fee calculation.

PROJECT NAME: City of Bozeman; MSU Sewer Interceptor (Construction Administration & Inspection)

Section A: Total Contract/WOC or Amendment NTE Amount

This total includes - a) Non-contingency amount [all allowable costs and expenses, NBR subconsultant costs (if applicable), profit or Fixed-Fee amount]; and b) Contingency amount, if any [the total cost, expenses and profit for contingency tasks, each of which must be authorized by Agency].	**$ 430,215.17**

Section B: Non-Contingency Cost and Profit Summaries

Non-Contingency Cost Totals (Prime & Subs)

Total Non-Contingency Hours		2298.20
Total Non-Contingency Labor Costs	$	370,355.26
Total Non-Contingency Direct Expenses	$	4,306.60
Total Non-Contingency Cost Amount:	**$**	**374,661.86**

Profit Total (or Fixed Fee Amount for CPFF): **$ 55,553.31**

Non-Contingency Cost Summary by Firm

	Firm	Cost NTE Amount
Prime	DOWL, LLC	$ 374,661.86
Sub 1	[Enter Subconsultant 1's Name]	$ -
Sub 2	[Enter Subconsultant 2's Name]	$ -
Sub 3	[Enter Subconsultant 3's Name]	$ -
Sub 4	[Enter Subconsultant 4's Name]	$ -
Sub 5	[Enter Subconsultant 5's Name]	$ -
Sub 6	[Enter Subconsultant 6's Name]	$ -
Sub 7	[Enter Subconsultant 7's Name]	$ -

Profit Summary by Firm

Firm	Profit Amount
Prime	$ 55,553.31
Sub 1	$ -
Sub 2	$ -
Sub 3	$ -
Sub 4	$ -
Sub 5	$ -
Sub 6	$ -
Sub 7	$ -

Total Cost & Profit by Firm

$ 430,215.17
$ -
$ -
$ -
$ -
$ -
$ -
$ -

Breakdown of Costs - Dated: June 18, 2026

PROJECT NAME: City of Bozeman; MSU Sewer Interceptor (Construction Administration & Inspection)

BUDGET MULTIPLIERS		BILLING RATE MULTIPLIERS	
% of budget in Curr. Year (CY)	80%	Accepted Overhead	176.44%
% of budget in CY+1	20%	FCCM	0.00%
% of budget in CY+2	0%	Negotiated Profit	15.00%
% of budget in CY+3	0%	Annual Escalation Rate	3.50%
Weighted Escal'n Factor	1.007	Detailed Instructions are on the Instructions tab.	

Values will be 0 if a firm uses Negotiated Billing Rates (NBRs); otherwise use applicable Overhead and FCCM,.

Color Legend	
	Yellow-highlighted cells are for data entry.
	Green-highlighted cells are totals or subtotals.
	Orange-highlighted cells are for NBR entries only.
	Blue text indicates guidance/notes for end-user.

		DOWL, LLC												DOWL, LLC							Project Summary								
Job Classifications (Provide names if requested and for Key Persons)		Engr 9	Engr 8 (Johnson)	Engr 7 (Yakawich)	Engr 6	Engr 4	Eng 3	Engr 2 (Stewart)	Engr 3 (Potts)	GIS Specialist (Lewis)	Engr Tech 2 (Biegler)	Env. Specialist 9 (Peterson)	Job Classification (Individual)	Hours	Escalated Direct Labor or NBR $	Overhead	FCCM	Direct Expenses	Total Cost	Profit (or Fixed Fee amount for CPFF)	Hours	Escalated Direct Labor or NBR $	Overhead	FCCM	Direct Expenses	Total Cost	Profit (or Fixed Fee amount for CPFF)	Cost + Profit or Fixed Fee	% of Total Non-Contingency Labor Costs
Row 11: Enter Direct Salary Rate (Avg, Actual, Max) Current Year		$84.92	$76.31	$72.92	$60.31	$59.38	$52.62	$47.38	$52.62	$49.23	$40.62	$83.08	$0.00																
Row 12: Calculated Annualized Direct Salary Rate		$85.51	$76.84	$73.43	$60.73	$59.80	$52.99	$47.71	$52.99	$49.57	$40.90	$83.66	$0.00																
Row 13: Enter Negotiated Billing Rate (NBR) if applicable																176.44%	0.00%			15.00%									
Burdened Billing Rate W/O Profit for CPFF Compensation		$236.40	$212.43	$202.99	$167.89	$165.30	$146.48	$131.89	$146.48	$137.04	$113.08	$231.27	$0.00																
Task #	Fully Burdened Billing Rate	$271.86	$244.29	$233.44	$193.07	$190.09	$168.45	$151.68	$168.45	$157.60	$130.04	$265.97	$0.00																
NON-CONTINGENCY TASKS/DELIVERABLES																													
Unhide rows to assign Subtasks and Hide any unused rows.																													
		0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0%
														0	$ -	$ -	$ -		$ -	$ -	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0%
														0	$ -	$ -	$ -		$ -	$ -	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0%
5	TASK 5 - Construction Administration	0	216	434	0	0	0	152	2	0	40	0	0	844	$ 57,476.83	$ 101,412.14	$ -	$ 1,142.40	$ 160,031.37	$ 23,833.36	844	$ 57,476.83	$ 101,412.14	$ -	$ 1,142.40	$ 160,031.37	$ 23,833.36	$ 183,864.73	43%
														0	$ -	$ -	$ -		$ -	$ -	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0%
5.1	Project Management		40.2											40	$ 3,089.14	$ 5,450.48	$ -		$ 8,539.62	$ 1,280.94	40.2	$ 3,089.14	$ 5,450.48	$ -	$ -	$ 8,539.62	$ 1,280.94	$ 9,820.56	2%
5.2	Preconstruction Meeting		2	10				2	2					16	$ 1,089.39	$ 1,922.12	$ -		$ 3,011.51	$ 451.73	16	$ 1,089.39	$ 1,922.12	$ -	$ -	$ 3,011.51	$ 451.73	$ 3,463.24	1%
5.3	Submittals		12	40				80						132	$ 7,676.28	$ 13,544.03	$ -		$ 21,220.31	$ 3,183.05	132	$ 7,676.28	$ 13,544.03	$ -	$ -	$ 21,220.31	$ 3,183.05	$ 24,403.36	5.7%
5.4	General Construction Admin		60	120				24						204	$ 14,567.38	$ 25,702.69	$ -	$ 1,142.40	$ 41,412.47	$ 6,040.51	204	$ 14,567.38	$ 25,702.69	$ -	$ 1,142.40	$ 41,412.47	$ 6,040.51	$ 47,452.98	11%
5.5	RFI's		8	20				12						40	$ 2,655.90	$ 4,686.07	$ -		$ 7,341.97	$ 1,101.30	40	$ 2,655.90	$ 4,686.07	$ -	$ -	$ 7,341.97	$ 1,101.30	$ 8,443.27	2%
5.6	Field Orders		12	32										44	$ 3,271.90	$ 5,772.94	$ -		$ 9,044.84	$ 1,356.73	44	$ 3,271.90	$ 5,772.94	$ -	$ -	$ 9,044.84	$ 1,356.73	$ 10,401.57	2.4%
5.7	Work Directives, Change Orders		12	32				12						56	$ 3,844.44	$ 6,783.13	$ -		$ 10,627.57	$ 1,594.14	56	$ 3,844.44	$ 6,783.13	$ -	$ -	$ 10,627.57	$ 1,594.14	$ 12,221.71	2.9%
5.8	Constr. Progress Meetings		32	48										80	$ 5,983.67	$ 10,557.59	$ -		$ 16,541.26	$ 2,481.19	80	$ 5,983.67	$ 10,557.59	$ -	$ -	$ 16,541.26	$ 2,481.19	$ 19,022.45	4.5%
5.9	Site Visits		16	64										80	$ 5,929.05	$ 10,461.22	$ -		$ 16,390.27	$ 2,458.54	80	$ 5,929.05	$ 10,461.22	$ -	$ -	$ 16,390.27	$ 2,458.54	$ 18,848.81	4.4%
5.10	Progress Payments		8	12				18						38	$ 2,354.73	$ 4,154.69	$ -		$ 6,509.42	$ 976.41	38	$ 2,354.73	$ 4,154.69	$ -	$ -	$ 6,509.42	$ 976.41	$ 7,485.83	1.8%
5.11	Substantial Completion, Punchlists, Final Walkthrough		8	16				4						28	$ 1,980.49	$ 3,494.38	$ -		$ 5,474.87	$ 821.23	28	$ 1,980.49	$ 3,494.38	$ -	$ -	$ 5,474.87	$ 821.23	$ 6,296.10	1.5%
5.12	Closeout, Certification, Record Drawings		4	24							40			68	$ 3,705.88	$ 6,538.65	$ -		$ 10,244.53	$ 1,536.68	68	$ 3,705.88	$ 6,538.65	$ -	$ -	$ 10,244.53	$ 1,536.68	$ 11,781.21	2.8%
5.13	Warranty Period		2	16										18	$ 1,328.58	$ 2,344.15	$ -		$ 3,672.73	$ 550.91	18	$ 1,328.58	$ 2,344.15	$ -	$ -	$ 3,672.73	$ 550.91	$ 4,223.64	1.0%
														0	$ -	$ -	$ -		$ -	$ -	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
														0	$ -	$ -	$ -		$ -	$ -	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
														0	$ -	$ -	$ -		$ -	$ -	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
6	TASK 6 - Construction Inspection	0	0	0	0	0	0	104	1350	0	0	0	0	1454	$ 76,496.27	$ 134,970.02	$ -	$ 3,164.20	$ 214,630.49	$ 31,719.95	1454	$ 76,496.27	$ 134,970.02	$ -	$ 3,164.20	$ 214,630.49	$ 31,719.95	$ 246,350.44	57.1%
														0	$ -	$ -	$ -		$ -	$ -	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
6.1	On Site Inspection - Sch 1 RPR 1								585					585	$ 30,998.18	$ 54,693.19	$ -	$ 1,078.00	$ 86,769.37	$ 12,853.71	585	$ 30,998.18	$ 54,693.19	$ -	$ 1,078.00	$ 86,769.37	$ 12,853.71	$ 99,623.08	23.1%
6.2	On Site Inspection - Sch 1 RPR 2							104						104	$ 4,962.01	$ 8,754.97	$ -	$ 429.80	$ 14,146.78	$ 2,057.55	104	$ 4,962.01	$ 8,754.97	$ -	$ 429.80	$ 14,146.78	$ 2,057.55	$ 16,204.33	3.7%
6.3	On Site Inspection - Sch 2 RPR								765					765	$ 40,536.08	$ 71,521.86	$ -	$ 1,156.40	$ 113,214.34	$ 16,808.69	765	$ 40,536.08	$ 71,521.86	$ -	$ 1,156.40	$ 113,214.34	$ 16,808.69	$ 130,023.03	30.3%
														0	$ -	$ -	$ -	$ 500.00	$ 500.00	$ -	0	$ -	$ -	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	0.0%
														0	$ -	$ -	$ -		$ -	$ -	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
														0	$ -	$ -	$ -		$ -	$ -	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
		0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
														0	$ -	$ -	$ -		$ -	$ -	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
														0	$ -	$ -	$ -		$ -	$ -	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
	TOTAL Non-Contingency	0	216	434	0	0	0	256	1352	0	40	0	0	2298	$ 133,973.10	$ 236,382.16	$ -	$ 4,306.60	$ 374,661.86	$ 55,553.31	2298.2	$ 133,973.10	$ 236,382.16	$ -	$ 4,306.60	$ 374,661.86	$ 55,553.31	$ 430,215.17	
																		Cost + Fee or Profit =		$ 430,215.17								

Consulting Firm: **DOWL, LLC**

Complete a separate Expense Detail sheet for Prime and each subconsultant, as needed. Totals must be manually entered or linked into the BOC worksheet. Insert rows as needed.					
For subtasks that include ODCs, enter subtask number and name to correspond with associated subtask in Breakdown of Costs sheet.		If using any second or lower tier subs, identify name, Tax ID No., DBE status, and dollar amount for each. If firm is using their Social Security Number, just enter "SSN" and do not enter the actual number.			
Task #	**Description**	**Basis of Estimate**	**Qty.**	**Unit Price**	**Amount**
NON-CONTINGENCY TASKS/DELIVERABLES		Include enough detail for the reader to understand how the estimate was determined.			
					$0.00
5	**Construction Admin**				***$1,142.40***
5.4	Site Visits	3 trips/week x 34 weeks x 8 mi/trip	816	$1.400	$1,142.40
					$0.00
					$0.00
					$0.00
6	**Construction Inspection**				***$3,164.20***
6.1	Daily Inspection - Inspector 1	80 wrkg days x 8 mi'day *1.2	770	$1.400	$1,078.00
6.2	Daily Inspection - Inspector 2	16 weeks x 2 days or trips/week x 8 mi/trip x 1.2	307	$1.400	$429.80
6.3	Daily Inspection -RPR; Schedule 1	86 wrkg days x 8 mi/day	826	$1.400	$1,156.40
	Misc. Supplies, materials		1	$500.00	$500.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Kellen Gamradt, Engineer II
Nicholas Ross, Director of Transportation and Engineering

SUBJECT: Authorize the City Manager to Sign Amendment Number 5 to the Professional Services Agreement with Morrison-Maierle, Inc. for the Materials Testing and Inspection Term Contract

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign Amendment Number 5 to the Professional Services Agreement with Morrison-Maierle, Inc. for the Materials Testing and Inspection Term Contract

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

BACKGROUND: McIlhattan Road Bikefill Access improvements have been approved as Project A&C029 in the City's FY27-31 Capital Improvement Plan. This project will reconstruct a gravel portion of McIlhattan Road, identified as a Collector route in the city's Functional Classification System, within city limits with safety enhancements and asphalt pavement surfacing to provide safe access to the City's Bikefill project. The City is currently soliciting for construction bids with a projected bid opening date of July 9th and construction to be complete by the end of the year.

The proposed Amendment Number 5 to the Professional Services Agreement with Morrison-Maierle, Inc. for the City's Materials Testing and Inspection Term Contract will cover materials testing and inspection throughout construction of this project. The proposal submitted by Morrison-Maierle through our existing materials testing and inspection term contract was reviewed by staff and found to be more inclusive of service at a lower cost than a comparable quote received from the McIlhattan Road design firm. Staff recommends approval of Amendment Number 5.

UNRESOLVED ISSUES: None

ALTERNATIVES: As Suggested by the Commission.

FISCAL EFFECTS: Construction Inspection and Materials testing Services in the Amount of

$53,429 will be funded through Project A&C029 in the FY27 Arterial and Collector District Budget approved for a total of $1,500,000.

Attachments:
Materials Testing Term Contract Amendment 5.pdf

Report compiled on: June 16, 2026

FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR Materials Testing Term Contract dated June 28, 2022 (the "Agreement") is made and entered into this 14th day of July, 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 Morrison-Maierle, Inc., hereinafter referred to as "Contractor."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. **Scope of Services**. Scope of services and budget for McIlhattan Road Project is outlined in Attachment A-1.

2. **Addition to Payment.** Current Unit Rate Schedule. Attachment A-2 has been added to the payment provisions.

3. **Agreement still valid**. All remaining terms and provisions of the Agreement remain in effect.

****** END OF AGREEMENT EXCEPT FOR SIGNATURES ******

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BOZEMAN, MONTANA

By_____
Chuck Winn, City Manager

[Morrison-Maierle, Inc.]

By_____
Print Name: Travis Eickman
Title: Bozeman Operations Manager

APPROVED AS TO FORM

By_____
Greg Sullivan, Bozeman City Attorney

Attachment A-1

Scope of Services

Provide Resident Project Representative (RPR) and Material testing. Material testing will be performed in compliance with the City of Bozeman's Design Standards and Specification Policy for soils, aggregates, concrete, and asphalt. Material testing will be provided as necessary for the project listed below.

- McIllhattan Road Project

Results of failed tests will be provided to the contractor and the CIty upon the conclusion of the test. All testing results will be summarized in a weekly report specific to each project and will be provided to the City.

Testing is to be provided at the rates listed on the Laboratory Rate Schedule, Labor Rate Schedule and Expense Rate Schedule provided below:

Laboratory Rate Schedule

Test	Rate per Test
Proctor – AASHTO T180 – Material less than 3"	$420
Sieve Analysis – AASHTO T27 (ASTM C136) – Materials less than 3" (less than #4 washed)	$185
Sieve Analysis – AASHTO T27 (ASTM C136) – Materials 3" to 4" (less than #4 washed)	$450
Atterberg Limits - AASHTO T89, T90 (ASTM D4318)	$180
Concrete Cylinders – Strength Test – 4" Cylinders	$180 per set of 4
Bituminous Field Marshall – AASHTO T1559 (ASTM 245)	$550
Asphalt Core - Thickness and Density	$120 per set of 3

Laboratory rate includes labor and expenses for testing and reporting once the sample is delivered and cataloged into the lab for processing.

Labor Rate Schedule

See attachment A-2.

Expense Rate Schedule

Expense	Rate
Nuclear Density Meter	$15/hour or $50/day
Vehicle	$0.985/mile
Asphalt Coring (if outside service used)	Cost plus 5%
Miscellaneous Expenses	Cost plus 5%

Budget

Requesting addition amendment budget for the McIllhattan Road Project of $53,429 to be added to the professional services agreement. The overall project budget is approximately $1,500,000. Actual effort will be billed per the rate schedule and will be dependent on the amount of RPR time and testing required. RPR effort is estimated at 2 hours per day on average over the 75 calendar day construction period.

END

Morrison Maierle
engineers • surveyors • planners • scientists

Attachment A-2

Standard Rate Schedule
Effective Through
June 30, 2026

		Standard Rate	Overtime Rate
Administration	Administrative Coordinator	100.00	150.00
	Grant Manager	125.00	125.00
	Graphic Designer	125.00	125.00
	Project Coordinator	110.00	165.00
	Safety Administrator	160.00	160.00
	Technical Intern	88.00	132.00
Designer and Technician	Senior ICT Designer	255.00	255.00
	Senior Engineering Designer	190.00	190.00
	Engineering Designer	130.00	130.00
	CAD Designer III	180.00	180.00
	CAD Designer II	149.00	149.00
	CAD Designer I	136.00	204.00
	CAD Tech III	133.00	199.50
	CAD Tech II	115.00	172.50
	CAD Tech I	104.00	156.00
Distribution	Senior Distribution Designer	255.00	255.00
Engineer	Supervising Engineer V	305.00	305.00
	Supervising Engineer IV	297.00	297.00
	Supervising Engineer III	270.00	270.00
	Supervising Engineer II	260.00	260.00
	Supervising Engineer I	245.00	245.00
	Senior Engineer II	230.00	230.00
	Senior Engineer I	205.00	205.00
	Design Engineer II	194.00	194.00
	Design Engineer I	174.00	174.00
	Engineer Intern II	145.00	145.00
	Engineer Intern I	130.00	130.00
Planner	Supervising Senior Planner	241.00	241.00
	Senior Planner	212.00	212.00
	Planner III	162.00	162.00
	Planner II	148.00	148.00
	Planner I	130.00	130.00
Resident Project Representative	Senior Resident Project Representative	196.00	196.00
	Resident Project Representative II	180.00	180.00
	Resident Project Representative I	143.00	214.50
Scientist	Supervising Geologist	284.00	284.00
	Senior Geologist	238.00	238.00
	Geologist III	212.00	212.00
	Geologist II	172.00	172.00
	Geologist I	147.00	147.00
	Environmental Scientist III	197.00	197.00
	Environmental Scientist II	149.00	149.00
	Environmental Scientist I	129.00	129.00
Surveyor	Survey Group Leader	243.00	243.00
	Survey Group Office Leader II	184.00	184.00
	Survey Group Office Leader I	174.00	174.00
	Land Surveyor IV	177.00	177.00
	Land Surveyor III	168.00	168.00
	Land Surveyor II	155.00	155.00
	Land Surveyor I	125.00	125.00
	Survey Technician IV	118.00	177.00
	Survey Technician III	114.00	171.00
	Survey Technician II	111.00	166.50
	Survey Technician I	100.00	150.00
Expert Witness	Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.		

McIlhattan Road Project

June 9, 2026

Engineering Fee Estimate - Summary

MAJOR WORK ITEM		
Survey	Construction Staking	**$0**
Onsite Observation / Testing	RPR Onsite Observation Testing Plan Review Pre-Construction Conference	**$41,398**
Project Management	Coordination Reporting Pay Requests	**$7,720**
Direct Expenses	Direct Expenses	**$4,312**
	Estimate Total =	**$53,429**

ESTIMATE ASSUMPTIONS:

No overtime, no night , weekend and/or Holiday work.
Paving will be approximately three (3) days
75 day contract project observation at 25%

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Jon Henderson, Assistant City Manager

SUBJECT: A Resolution Approving Prime Change Order 2 with Haselden Montana Constructors for the Construction of the I-Ho Pomeroy Peace Park Project

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: A Resolution Approving Prime Change Order 2 with Haselden Montana Constructors for the Construction of the I-Ho Pomeroy Peace Park Project

STRATEGIC PLAN: 4.4 Vibrant Downtown, Districts & Centers: Promote a healthy, vibrant Downtown, Midtown, and other commercial districts and neighborhood centers â€“ including higher densities and intensification of use in these key areas.

BACKGROUND: On October 7, 2025 the City Commission approved a Notice of Award for the construction of the I-Ho Pomeroy Peace Park Project. This amendment contains provisions for altering the conditions of the agreement as authorized by the owner (City). Changes that will be addressed with this amendment include modifications to the project as described in the attached Prime Change Order #2 document. While every reasonable attempt was made to include everything in the original project plans and specs, projects of this size and complexity require changes during construction.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As directed by the City Commission.

FISCAL EFFECTS: The changes included in this request result in an increase of $10,855.41 to the overall contract amount, to be paid using funds available within the approved FY26 budget.

Attachments:
I-Ho Pomeroy Peace Park - Prime Change Order 2 - Resolution.docx
I-Ho Pomeroy Peace Park - Prime Change Order 2.pdf

Report compiled on: June 29, 2026

RESOLUTION

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, APPROVING ALTERATION OR MODIFICATION OF CONTRACT WITH HASELDEN MONTANA CONSTRUCTORS

WHEREAS, the City Commission did, on the 7th day of October 7, 2025 authorize award of the bid for the I-Ho Pomeroy Peace Park Project to Haselden Montana Constructors; and

WHEREAS, Section 7-5-4308, Montana Code Annotated, provides that any such alterations or modifications of the specifications and/or plans of the contract be made by resolution; and

WHEREAS, it has become necessary in the prosecution of the work to make alterations or modifications to the specifications and/or plans of the contract.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, to wit: that the proposed modifications and/or alterations to the contract between the City of Bozeman, a municipal corporation, and Haselden Montana Constructors, as contained in Prime Change Order No. 2, attached hereto, be and the same are hereby approved; and the City Manager is hereby authorized and directed to execute the contract change order for and on behalf of the City; and the City Clerk is authorized and directed to attest such signature.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 14th day of July, 2026.

_____

JOEY MORRISON
Mayor

ATTEST:

_____

MIKE MAAS
City Clerk

APPROVED AS TO FORM:

_____

GREG SULLIVAN
City Attorney

CHANGE ORDER NO.: 4

Owner: City of Bozeman
Engineer: Sanbell
Contractor: Haselden Montana Constructors LLC
Project: I-Ho Pomeroy Peace Park
Contract Name: I-Ho Pomeroy Peace Park
Date Issued: 6/9/2026

Owner's Project No.: 25072
Engineer's Project No.: 24006.03
Contractor's Project No.: 250604

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description: Change includes the removal and replacement of 2 ash trees on Mendenhall. This also includes the change of rock mulch to wood mulch in a ring around all trees in the newly mulched areas.

Attachments: XCO 5 – RFI 09 – Tree Replacement and Mulch Changes from Haselden; RFI #9: Tree Replacement and Mulch Changes

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ 509,593.63	Original Contract Times: Substantial Completion: 6/3/2026 Ready for final payment: 7/3/2026
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 3**:** $ 31,820.44	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. 2 : Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: $ 541,414.07	Contract Times prior to this Change Order: Substantial Completion: 6/3/2026 Ready for final payment: 7/3/2026
[Increase] [Decrease] this Change Order: $ 10,855.34	**[Increase] [Decrease]** this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: $ 552,269.41	Contract Times with all approved Change Orders: Substantial Completion: 6/3/2026 Ready for final payment: 7/3/2026

Recommended by Engineer (if required)	Accepted by Contractor
By: N/A	
Title:	
Date:	
Authorized by Owner	**Approved by Funding Agency (if applicable)**
By:	
Title:	
Date:	

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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Potential Change Order

HASELDEN MONTANA CONSTRUCTORS

HASELDEN MONTANA CONSTRUCTORS LLC
1283 NORTH 14TH AVENUE, STE 103
BOZEMAN, MT 59718

Project: I-HO POMEROY PEACE PARK
106 E MENDENHALL ST
BOZEMAN, MT 59715

To (Owner): CITY OF BOZEMAN
121 N ROUSE AVE
BOZEMAN, MT 59715

Contract Number: 250604-
I-HO POMEROY PEACE PARK

Proposed CO #: XCO 5
RFI 09 - Tree Replacement and Mulch Changes

Change Order Date : 05/12/26

Change in Days: 0

We are requesting to make the following changes in this Contract:

Change includes the removal and replacement of 2 ash trees on Mendenhall. This also includes the change of rock mulch to wood mulch in a ring around all trees in the newly mulched areas.

Contract Item	UM	Units	Description	Unit Price	Amount
329000. 9	LS		LANDSCAPING SUBCONTRACTOR		
			RFI 09 - Tree Replacement and Mulch Changes		9,932.34
				SUBTOTAL:	$9,932.34

Warranty	10.00
General Liability	66.00
Overhead & Profit	847.00
Total Markups:	**$923.00**

Total For Change Order: **$10,855.34**

Schedule Impact (Days): **0**

Authorized By Owner:
CITY OF BOZEMAN
121 N ROUSE AVE
BOZEMAN, MT 59715

By: _____
Date: _____

Accepted By Contractor:
HASELDEN MONTANA CONSTRUCTORS LLC
1283 NORTH 14TH AVENUE, STE 103
BOZEMAN, MT 59718

By: _____
Date: 5.12.26

Architect/Engineer:
,

By: _____
Date: _____

WEBBY
LANDSCAPING & MASONRY

150 Rae Lane
Belgrade, MT 59714
(406) 404-7377
info@webbylandscaping.com

CHANGE ORDER REQUEST

Date: 5/6/2026

Prepared for:		**Project:**	
Name	HASELDEN	Name	I-HO PEACE PARK
Address	1283 NORTH 14TH AVENUE #103	Project Address	106 EAST MENDENHALL
City, State, Zip	BOZEMAN, MT, 59715	City, State, Zip	BOZEMAN, MT, 59715

The estimate is valid for 30 days.

TREE REMOVAL

- Location: Intersection of East Mendenhall & North Black

- Scope of Work:
  * Remove (2) Green Ash trees
  * Primary removal focused on (2) trees closest to East Mendenhall
  * Haul away all debris and clean up work area

- Notes:
  * Trees located at intersection of East Mendenhall and North Black
  * Ensure safe access and traffic awareness during removal

STUMP GRINDING

- Scope of Work:
  * Grind stumps from removed trees
  * Grind approximately 24 inches (2 feet) below grade to allow for replanting in the same location
  * Perform extensive grinding to ensure adequate depth.

- Notes:
  * Depth required for future tree planting
  * Haul away grindings
  * Final area left ready for replanting
  * Removal of stumps not included, grinding only.

REPLACEMENT TREES

- Scope of Work:
  * Installation of (2) 2.25" Triumph Elms in the same locations of the 2 Green Ash removed. Per L3.1 Spec 1 on drawings
  * Installation of drip irrigation to supply adequate watering per L5.1 Spec 6 on drawings

---

Switching Rock Bark Around Trees to Shredded Western Cedar Mulch

- Scope of Work:
  * Deductive change for planned rock bark in 4' diameter around all specified trees on L2.2 SANBELL MARKUP 5.05.2026
  * Shredded Western Cedar Mulch installed 4' diameter around all specified trees on L2.2 SANBELL MARKUP 5.05.2026

- Notes:
  * Mulch will be watered and tamped down during installation, and slightly below surrounding grade of paved surfaces

---

Removing Newly Planted Plants Around Green Ash to be Removed

- Scope of Work:
  * Removal of plant material in immediate affected vicinity of Green Ash to be removed
  * Removal of drip irrigation in immediate affected vicinity of Green Ash to be removed
  * Re installation of plant material in immediate affected vicinity of Green Ash to be removed

* Re installation of drip irrigation in immediate affected vicinity of Green Ash to be removed

- Notes:
  * Plants to be removed will not be damaged in the process. Re installation of the same plants.

Subtotal	**$9,834**
1% Montana	
Gross Receipts Tax	**1%**
Total	**$9,932.34**

Haselden Construction, LLC
1174 Stoneridge Dr, Suite 59718
Bozeman, Montana 59718
P: (406) 555-5555

Project: 250604- I-Ho Pomeroy Peace Park
106 E. Mendenhall St.
Bozeman, Montana 59715

RFI #9: Tree Replacement and Mulch Changes

Revision	0	**Status**	Closed on 05/20/26
To	Kendra Piedalue (Sanbell)	**From**	Levi Prevost (Haselden Montana Constructors) 6950 South Potomac Street Centennial, Colorado 80112
Date Initiated	May 12, 2026	**Due Date**	May 15, 2026
Location			
Cost Impact	$11,000.00	**Schedule Impact**	
Spec Section		**Cost Code**	
Drawing Number	L1.1	**Reference**	
Linked Drawings			
Received From	Raine Martin (Webby Landscaping)		
Copies To			
RFI Reason	Design Change		

Activity

Question

Question from Levi Prevost Haselden Montana Constructors *on Tuesday, May 12, 2026 at 10:52 AM MDT*

Please confirm we are to remove replace the 2 trees on Mendenhall as discussed with the Alex Nordquest, the City of Bozeman arborist. These trees will be replaced with a Triumph Elm.

Please also confirm we are to change to wood mulch in a ring around all trees per the markup on the attached plan.

Attachments
Tree Removal Coordination_2026 0505.pdf

Official Response

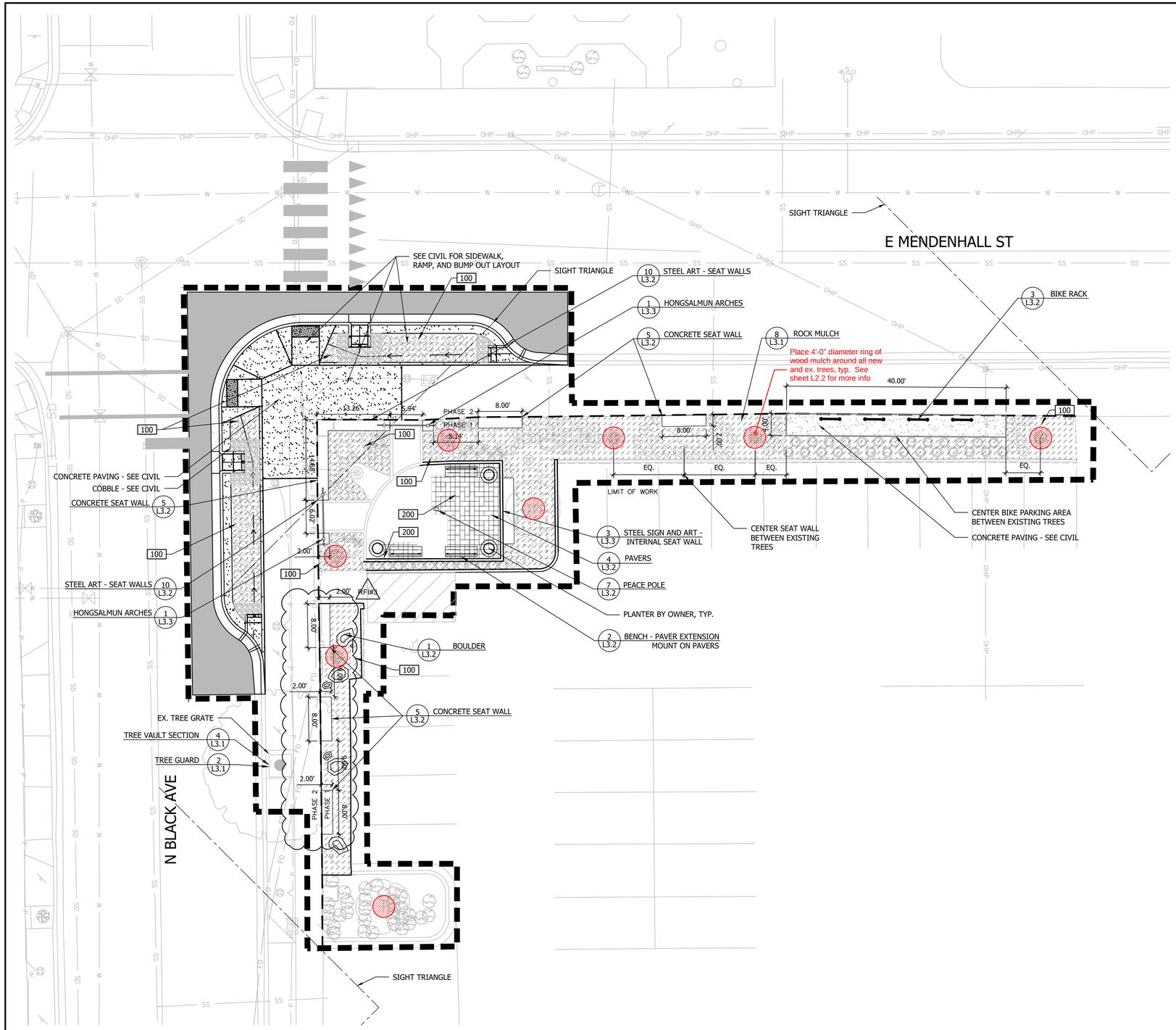
Response from Kendra Piedalue Sanbell *on Wednesday, May 20, 2026 at 03:22 PM MDT*

- Confirmed the removal of two trees on Mendenhall as discussed with Alex Nordquest.
- Confirmed replacement of said removed trees with Triumph Elm.
- Confirmed wood ring mulch around all trees per markup.

All Replies

Response from Kendra Piedalue Sanbell *on Wednesday, May 20, 2026 at 03:22 PM MDT*

- Confirmed the removal of two trees on Mendenhall as discussed with Alex Nordquest.
- Confirmed replacement of said removed trees with Triumph Elm.
- Confirmed wood ring mulch around all trees per markup.



LEGEND

SYMBOL	CODE	DESCRIPTION	QTY
	100	ROCK MULCH - MATCH EXISTING	1,606 SF
	200	PAVERS - MATCH EXISTING	208 SF

RFI#3

LAYOUT NOTES

1. ALL SITE IMPROVEMENTS SHALL BE FIELD SURVEYED AND STAKED BY CONTRACTOR. RECEIVE OWNER'S REPRESENTATIVE APPROVAL OF STAKED LOCATIONS OF IMPROVEMENTS PRIOR TO INSTALLATION START-UP.
2. RECEIVE OWNER'S REPRESENTATIVE APPROVAL OF FINAL STAKING BY CONTRACTOR OF ALL CONCRETE FLATWORK PRIOR TO CONSTRUCTION AND ALL FORM WORK PRIOR TO POURING.
3. ALL DIMENSIONS SHALL BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. ANY DEVIATION FROM THESE PLANS MUST BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
4. PRIOR TO EXCAVATION, UNDERGROUND UTILITIES SHALL BE FIELD VERIFIED.
5. NOTIFY OWNER'S REPRESENTATIVE IMMEDIATELY OF ANY DISCREPANCY BETWEEN WRITTEN COORDINATE POINTS/ELEVATIONS AND DIGITAL INFORMATION.
6. ALL CONTROL JOINTS SHALL BE SAWCUT AND SPACED AS INDICATED ON THE DRAWINGS AND DETAILS. EXPANSION JOINTS SHALL BE PLACED AS INDICATED ON THE DRAWINGS OR EVERY 80'.

MATERIAL NOTES

1. MATERIAL QUANTITIES SHOWN IN SCHEDULE FOR REFERENCE PURPOSES. CONTRACTOR TO SELF-VERIFY MATERIAL AMOUNTS AND TOTALS BASED ON PLAN REVIEW.
2. CONTRACTOR TO SUBMIT MATERIAL SAMPLES FOR APPROVAL BY LANDSCAPE ARCHITECTURE. ALL MATERIALS SHALL COMPLY WITH THEIR RESPECTIVE AND APPLICABLE STANDARDS.

FOR CONSTRUCTION

DRAWING HISTORY

DATE	DESCRIPTION
02.18.2025	SITE PLAN MOD
05.19.2025	SITE PLAN MOD 2
08.05.2025	BID SET
11.18.2025	IFC
-	-
-	-
-	-
-	-

FILE: 24006_03_LS_PROD.DWG
PROJECT NO: 24006_03
CAD: DE/KA/TH
QUALITY ASSURANCE: CN/KP

I-HO POMEROY PEACE PARK

POCKET PARK AND PARKING LOT IMPROVEMENTS
106 EAST MENDENHALL STREET
BOZEMAN, MONTANA

MATERIALS AND LAYOUT PLAN

L1.1

TREE REMOVAL COORDINATION
05.05.2026

SANBELL MARKUP

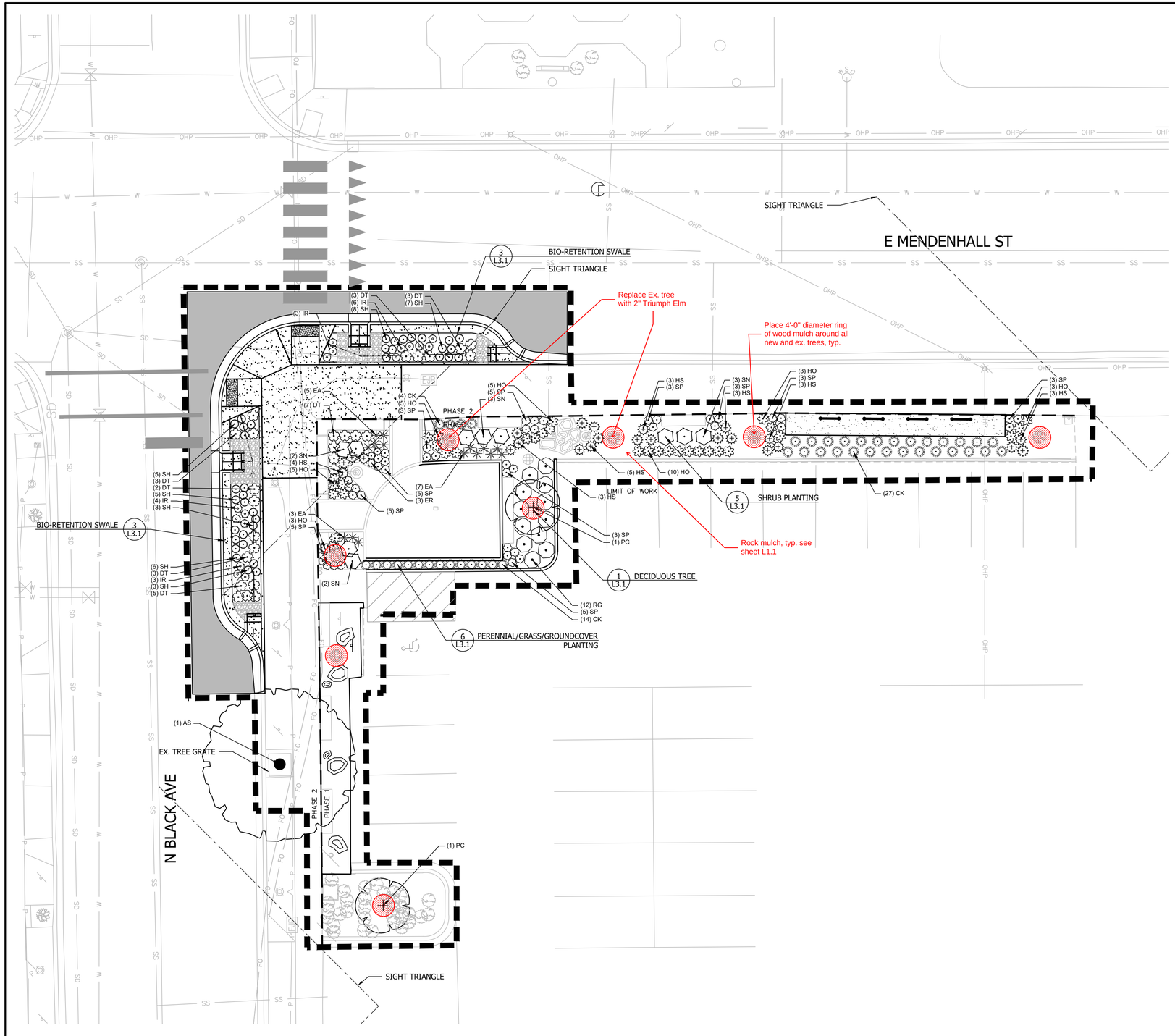
NORTH

SCALE: 1" = 10'
10 5 0 10

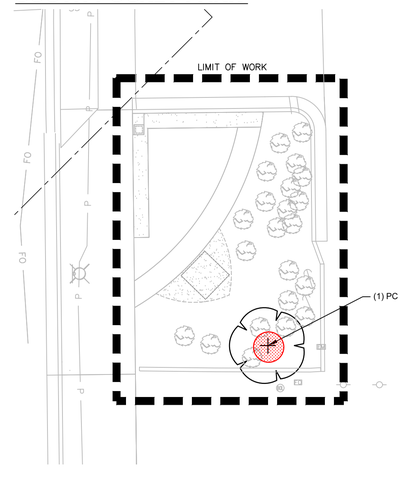
UULC
UTILITIES UNDERGROUND LOCATION CENTER
MONTANA ONE CALL
CALL BEFORE YOU DIG!
1-800-424-5555
www.Callbeforeyoudig.org

sanbell
Intelligent Infrastructure. Enduring Communities.

P:\24006_03_URD_DTN24\05\1_I-Ho_Peace_Park_Sign\CADD_CD\PRODUCTION_DWG\24006_03_LS_PROD.dwg L1.1 MATERIALS AND LAYOUT PLAN, 11/19/2025 1:05:24 PM, amarinock, 1:1



SOUTH POCKET PARK



NORTH

SCALE: 1" = 10'

10 5 0 10

TREE REMOVAL COORDINATION
05.05.2026

SANBELL MARKUP

UULC
UTILITIES UNDERGROUND LOCATION CENTER
MONTANA ONE CALL
CALL BEFORE YOU DIG!
1-800-424-5555
www.Callbeforeyoudig.org

FOR CONSTRUCTION

DRAWING HISTORY

DATE	DESCRIPTION
02-18-2025	SITE PLAN MOD
05-19-2025	SITE PLAN MOD 2
08-05-2025	BID SET
11-18-2025	IFC
-	-
-	-
-	-
-	-

FILE: 24006_03_LS_PLANTING.DWG
PROJECT NO: 24006_03
CAD: DE/KA/TH
QUALITY ASSURANCE: CN/KP

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I-HO POMEROY PEACE PARK

POCKET PARK AND PARKING LOT IMPROVEMENTS
106 EAST MENDENHALL STREET
BOZEMAN, MONTANA

PLANTING PLAN

L2.2

P:\24006_03_URD_DTK\24-0021_I-Ho_Peace_Park_Sign\CADD_CSD\PRODUCTION_DWG\24006_03_LS_PLANTING.dwg, L2.2 PLANTING PLAN, 11/18/2025 1:05:59 PM, anarisnok, 1:1

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Bernie Massey, Assistant Treasurer
Laurae Clark, Treasurer
Melissa Hodnett, Finance Director

SUBJECT: A Resolution for the Certification of Delinquent City Assessments to the County

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: Approve Resolution Certification of Delinquent City Assessments to the Gallatin County as submitted.

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: : MCA 7-6-4182, 7-6-4183 and 7-6-4423. The city or town may provide by ordinance for the collection by its city treasurer or town clerk of all special assessments and taxes levied and assessed in accordance with any of the provisions of part 42 and this part in the same manner and at the same time as taxes for general, municipal, and administrative purposes are collected by the county treasurer. All of the provisions of 7-6-4423 apply to the collection of the special taxes and assessments in the same manner as the provisions apply to the collection of other city or town taxes. Delinquent special assessments must be certified to the county clerk of the county in which the city or town is situated. The county treasurer shall collect the delinquent special assessments and taxes in the same manner and at the same time that taxes for general, municipal, and administrative purposes are collected.

UNRESOLVED ISSUES: None

ALTERNATIVES: As suggested by the City Commission

FISCAL EFFECTS: By certifying the delinquent City Special Assessments to Gallatin County we will ensure the collection of the 1st half amounts that were not paid by the due date of June 1, 2026. The amount we have certified and will in turn collect is $27,768.79.

as noted on Schedule “A” attached. These assessments will be placed as a lien against their property and their properties cannot be sold without bringing them current.

Attachments:
Resolution -Certification of Delinquent 2nd half-FY26.docx

Report compiled on: June 17, 2026

RESOLUTION

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, DECLARING ANNUAL AND SEMI-ANNUAL SPECIAL ASSESSMENT INSTALLMENTS DUE AND PAYABLE JUNE 1, 2026, AND UNPAID AS OF THAT DATE, DELINQUENT, PURSUANT TO SECTION 7-12-4183, MONTANA CODE ANNOTATED, AND AS PROVIDED BY CHAPTERS 2.32 AND 3.04 OF THE BOZEMAN MUNICIPAL CODE, AND DIRECTING THE FINANCE DIRECTOR TO CERTIFY THE SAME TO THE GALLATIN COUNTY TREASURER FOR COLLECTION.

WHEREAS, pursuant to Sec 2.06.670 of the Bozeman Municipal Code, the Finance Director has prepared and filed with the Commission of the City of Bozeman, attached hereto, a report entitled Schedule "A", describing the lot or parcel subject to the assessments, the name and address of persons assessed, showing all annual and semi-annual special assessments due and payable June 1, 2026, and unpaid as of that date, and the amount due thereunder, with penalty; and

WHEREAS, pursuant to Sections 7-6-4423 and 7-12-4188, M.C.A., the City Commission of the City of Bozeman deems it necessary and proper, in order to protect the interests of the residents of the City of Bozeman and the bondholders of the respective Special Improvement District bonds, to declare all annual and semi-annual special assessments due and payable by 5:00 p.m. on June 1, 2026, and unpaid as of that date, delinquent and to certify the same to the Gallatin County Treasurer for collection as other delinquent taxes, and the property and/or properties may be sold the same as other property is sold for taxes.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, to wit:

Section 1

That all annual and semi-annual special assessments and installments of special assessments, due

and payable June 1, 2026, and unpaid as of that date, as set forth in Schedule "A" hereto attached, and made a part hereof, are hereby declared delinquent.

Section 2

That the Finance Director is hereby directed to certify all annual and semi-annual special assessments and installments of special assessments delinquent, with penalty, as herein provided, and as shown by Schedule "A", to the County Treasurer of Gallatin County for collection as other delinquent taxes.

Section 3

That within ten (10) days from and after the filing of said certificate, the Finance Director shall publish in one issue of the *Bozeman Daily Chronicle*, Notice as provided by Sec 2.06.680 of the Bozeman Municipal Code.

Section 4

That the County Treasurer shall proceed with the collection of all annual and semi-annual special assessments or installments of special assessments, as set forth in Schedule "A", that the same shall be spread upon the delinquent tax list of the County of Gallatin for the Year 2025, and the same shall be collected as other delinquent taxes; and that in the case the same are paid, collection shall be made by the County Treasurer of Gallatin County, as provided by Sections 7-12-4181 and 7-12-4183, M.C.A., and that in the case the same are not paid, the whole property shall be sold as in the case of other properties sold for non-payment of taxes.

Section 5

That the Finance Director, under the direction of the City Manager, shall attend at the time and place for sale of the property for delinquent taxes, as provided by Sec 2.06.700 of the Bozeman Municipal Code.

Section 6

That a copy of Schedule "A" attached hereto and made a part hereof, shall on or before the 7th day of July, 2026 be filed with the County Clerk and Recorder and the County Treasurer of Gallatin County.

Section 7

That, pursuant to Sec 2.06 of the Bozeman Municipal Code, attached hereto and made a part hereof, shall be a certificate of the Finance Director.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the _____ day of _____, 20____.

_____

JOEY MORRISON
Mayor

ATTEST:

_____

MIKE MAAS
City Clerk

APPROVED AS TO FORM:

_____

GREG SULLIVAN
City Attorney

CERTIFICATE OF FINANCE DIRECTOR

I, Melissa Hodnett, duly appointed, qualified and acting as Finance Director of the City of Bozeman, Montana, do hereby certify that the attached schedule marked Schedule "A" and made a part of Commission Resolution No. XXXX is a true and correct list of all annual and semi-annual delinquent special assessments and subsequent installments of special assessments due and owing the City of Bozeman as of June 1, 2026, at 5:00 p.m.

That this certification and Schedule "A" attached hereto are made pursuant to and in conformance with Sec 2.06 of the Bozeman Municipal Code of the City of Bozeman, Montana.

IN WITNESS WHEREOF, I hereunto set my hand this 7th day of July 2026.

_____

MELISSA HODNETT
Finance Director

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Bailey Minnich, Development Review Planner
Chris Saunders, Community Development Manager
Erin George, Community Development Director
Jennifer Giuttari, Assistant City Attorney

SUBJECT: Ordinance for the Final Adoption of a Text Amendment to Revise Division 38.330 (Wireless Facilities), Section 38.710.160 (Submittal Materials for Telecommunications), and Division 38.800 (Definitions) within Chapter 38 of the Bozeman Municipal Code, Application 26074

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Ordinance

RECOMMENDATION: Final Adoption of the Ordinance.

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

BACKGROUND:

The City adopted the present code structure of telecommunication regulations in 1998 to respond to changes in federal law. In adopting these local laws, the City understands that it has a duty to protect the public health, safety, and welfare. The City recognizes that this duty must be considered when it regulates the placement, construction, and modification of wireless facilities. The City's local government authority to regulate wireless facilities is governed by the federal Telecommunications Act of 1996 which substantially preempts local control of telecommunication regulations.

The application proposes the adoption of code amendments necessary to ensure that the telecommunication and wireless facilities code under Bozeman Municipal Code (BMC) 38.330 Wireless Facilities is compliant with evolving federal law. The proposed wireless facilities standards are intended to ensure the City is properly regulating the location, placement, dimension, and design of wireless and telecommunication facilities, in compliance with federal and state law, FCC rulings, and case law updates.

The complete proposed amendments were published for public notice on May 2, 2026, May 9, 2026, and May 30, 2026, and subsequently combined and reformatted into the attached Ordinance. No public comments on the proposed amendments were submitted prior to or at the public hearings.

The Community Development Board, in their capacity as the Planning Commission, made a recommendation of approval to the City Commission on June 1, 2026 after conducting their public hearing, considering the draft document and public comments, and reviewing the required criteria for decision. The Board made a separate motion to amend Section 38.330.040.B.1.f *Aesthetics, All wireless facilities,* which has been double-underlined within the draft Ordinance and draft Division 38.330 Wireless Facilities, linked below and at the end of the attached staff report. Staff does not have a concern with the recommended language proposed by the Planning Commission at this time.

The Commission held a public hearing on the proposed Ordinance on June 16, 2026 and considered the recommended language proposed by the Planning Commission and the overall recommendation of approval. No public comment was provided at the meeting or received in writing for this item. After discussion of the proposed Ordinance, the City Commission accepted the recommendation by the Community Development Board, in their capacity as the Planning Commission, and provisionally adopted the Ordinance unanimously, 5-0. The approved language is reflected in the attached Ordinance and linked documents. A video of the June 16, 2026 City Commission meeting can be found HERE [External Link]. The item's presentation and discussion begin at 26:48 on the linked video.

- Draft Ordinance XXXX - Wireless & Telecommunications Ordinance [External Link] Showing all edits
- Division 38.330 Wireless Facilities [External Link] clean text showing final text
- Section 38.710.160 Submittal Materials for Telecommunications [External Link] clean text showing final text
- Division 38.800 Definitions [External Link] clean text showing final text

This is the first text amendment the City has processed under the Montana Land Use Planning Act (MLUPA). The Unified Development Code (UDC), at BMC Division 38.770, contains the process for completing text amendments and references the specific criteria of MLUPA as outlined in 76-25-304(2), Montana Code Annotated (MCA). The City's review of the MLUPA criteria is provided in the attached staff report. The proposed text amendment complies with all public hearing and notice requirements outlined within BMC 38.770.030.

UNRESOLVED ISSUES: None

ALTERNATIVES: As recommended by the Commission.

FISCAL EFFECTS: None at this time.

Attachments:
26074 Staff Report - Wireless Facilities Ordinance_City Commission.pdf
Ordinance Wireless-Telecommunications.docx

Report compiled on: June 18, 2026

26074 Staff Report for the City of Bozeman Wireless Facilities Ordinance

Public Hearings:

Community Development Board – June 1, 2026

City Commission – June 16, 2026

Project Description: Amend the Bozeman Municipal Code (BMC) **Chapter 38** to revise the regulation of wireless facilities in compliance with federal regulations.

Project Location: Revisions to the text are applicable city-wide in all zoning districts per Chapter 38 – Unified Development Code (UDC).

Recommendation: Meets applicable criteria for approval.

Community Development Board Motion: Having reviewed and considered the staff report, draft ordinance, public comment, and all information presented, I hereby adopt the findings presented in the staff report for application 26074 and move to recommend approval of the amendments.

City Commission Recommended Motion: Having reviewed and considered the staff report, draft ordinance, public comment, recommendation from the Community Development Board, and all information presented, I hereby adopt the findings presented in the staff report for application 26074, and move to provisionally adopt the ordinance.

Report: June 3, 2026

Staff Contact: Jennifer Giuttari, Assistant City Attorney

Bailey Minnich, Development Review Planner

Agenda Item Type: Action – Legislative

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EXECUTIVE SUMMARY

This report is based on the proposed ordinance text and public comment received to date.

Project Summary

The City adopted the present code structure of telecommunication regulations in 1998 to respond to changes in federal law. In adopting these local laws, the City understands that it has a duty to protect the public health, safety, and welfare. The City recognizes that this duty must be considered when it regulates the placement, construction, and modification of wireless facilities. The City's local government authority to regulate wireless facilities is governed by the federal Telecommunications Act of 1996 which substantially preempts local control of telecommunication regulations. Because of the technical nature of telecommunications law, the City sought out a consultant who specializes in wireless and telecommunications law so the City can ensure that it provides and issues clear and consistent regulations and standards for wireless and telecommunication facilities that are consistent with federal mandates.

The City published a request for proposals on November 23rd and December 7th, 2024, seeking firms and individuals who could provide expert consultation and advice on creating a revised wireless facilities/telecommunications ordinance and general telecommunications permitting processes. On March 11, 2025, the City Commission authorized the City Manager to sign a PSA with the selected firm, CityScape Consultants Inc., for legal services to assist with the previously stated objectives.

The City understood that, in consideration of the selected consultant's direction and advice, this update may include modifications to its telecommunication and wireless facilities code. The application proposes the adoption of code amendments necessary to ensure that the telecommunication and wireless facilities code under Bozeman Municipal Code (BMC) 38.330 Wireless Facilities is compliant with evolving federal law. The proposed wireless facilities standards are intended to ensure the City is properly regulating the location, placement, dimension, and design of wireless and telecommunication facilities, in compliance with federal and state law, FCC rulings, and case law updates.

The ordinance includes updates and modifications to Division 38.330 Wireless Facilities (external link at end of report), Section 38.710.160 Submittal Materials for Telecommunications (external link at end of report), and Division 38.800 Definitions (external link at end of report). The full details of the text amendment are provided in the attached Ordinance. As proposed, project applicants subject to the City's plan review process will be required to demonstrate compliance with the updated standards and processes.

Unresolved Issues

None.

Public Comment

Written public comment will be archived and available through the project folder in the City's Laserfiche archive. Comments provided orally at public meetings will be available through the recordings of those public meetings. Links to recordings will be added to this report as the review of the project moves forward. No public comment has been provided as of the date this report was written.

Community Development Board

The Community Development Board (CDB), in their capacity as the Planning Commission, made a recommendation of approval to the City Commission on June 1, 2026 after conducting their public hearing, considering the draft document and public comments, and reviewing the required criteria for decision. The Board made a separate motion to amend section 38.330.040.B.1.f *Aesthetics, All wireless facilities*, which has been double-underlined within the draft Ordinance and draft Division 38.330 Wireless Facilities linked at the end of this report. The proposed language is:

f. Exterior façade materials and the character of equipment ~~shelters~~ compounds used in residential areas must be ~~of~~ architectural materials of similar appearance as those commonly used in the immediate area. ~~The architectural design of the exterior of the shelter must be compatible with surrounding residential structures.~~ The purpose of the requirements of this subsection may be met by providing opaque fencing or other visual screening ~~compatible with the neighborhood,~~ in compliance with all other sections of this chapter, which will obscure the entire equipment ~~shelter~~ compound. The screening must be in place prior to the commencement of operations of the facility.

Staff does not have a concern with the recommended language proposed by the Planning Commission at this time.

Alternatives

1. Adopt the ordinance as presented;
2. Direct revisions to the ordinance prior to adoption;
3. Do not adopt the ordinance; or
4. Request additional information and continue discussion on the ordinance.

SECTION 1 - RECOMMENDATION AND FUTURE ACTIONS

Having considered the criteria established for a text amendment, the Staff finds the amendments meet the minimum criteria for approval as proposed.

The Community Development Board in their capacity as the Planning Commission, held a public hearing on June 1, 2026, at 6 pm.

The City Commission will hold a public hearing on the text amendment on June 16, 2026, at 6:00 p.m. and decide whether the proposed amendments should be adopted or not.

SECTION 2 - TEXT AMENDMENT STAFF ANALYSIS AND FINDINGS - ZONING

Federal Law – The Telecommunications Act of 1996 ("TCA") is a federal law that strictly dictates how local governments regulate telecommunication and wireless facilities. Since the passage of the TCA, various other federal legislation and rulings from the Federal Communications Commission have also been enacted. Thus, in addition to the TCA, local governments are also required to adhere to these additional laws when regulating telecommunications and wireless facilities. This vast body of law imposes specific restrictions and conditions on local governments, and establishes strict application and review procedures and timelines for wireless facility applications that local governments must follow. Staff and the Consultant find that the draft ordinance as proposed is consistent with the federal requirements for review and regulation of wireless facilities.

State Law - In considering applications for amendment approval under this title, the advisory boards and City Commission must consider the following criteria per MCA 76-25-304.2.c-2.d. As an amendment is a legislative action, the Commission has broad latitude to determine a policy direction.

A zone text amendment must be in accordance with the land use plan (criteria 2.c), accommodate needed housing types (criteria 2.c.i), contain five or more specific strategies to encourage development of housing (criteria 2.c.ii), reflect allowable uses and densities adequate to be served by public services (criteria 2.c.iii), allow sufficient area for existing, new or expanding commercial and industrial uses (criteria 2.c.iv), protect, minimize or avoid impacts and dangers to the natural environment (criteria 2.c.v-2.c.vii), and preliminary determine whether the amendment results in new or increased impacts to local facilities, services, natural resources, natural environment, or natural hazards previously analyzed in the assessment of the land use plan. Therefore, to approve a zone text amendment, the Commission must find that Criteria 2.c-2.d are met.

Local Law – In determining whether the criteria and guidelines under state law are met, Staff considers the entire body of plans and regulations for land use and development. Standards which prevent or mitigate negative impacts are incorporated throughout the entire municipal code but are principally in Chapter 38, Unified Development Code. Division 38.770 of the UDC contains the process for completing text amendments and references the specific criteria of MCA 76-25-304(2) listed previously. The proposed text amendment follows all public hearing and notice requirements outlined within BMC 38.770.030.

The existing municipal code provisions regulating wireless facilities were, at the time of adoption, found to satisfy all the required criteria. As such, the focus of this report is only on the amendments proposed. Unless shown as being edited in the draft ordinance, all existing standards stay as currently adopted. Where a finding of neutral is presented, it represents that the criteria or guideline has been considered and the change does not materially advance or detract from compliance. Therefore, a finding of neutral is not necessarily an indication of a deficiency in the proposed amendments or the existing standards.

Section 76-25-304, MCA Zoning Regulations Criteria

Zoning regulations must:

2.c. Be in substantial compliance with the land use plan.

Yes, the criterion is met. The proposed amendments are in conformance with the growth policy. As the growth policy provides a high-level vision of how a community hopes to develop over time, it does not dictate uses or specific standards to the level of detail contained in this ordinance. However, it does identify issues and priorities for consideration with specific goals and objectives that are desired outcomes.

The Bozeman Community Plan 2025 (BCP2025), adopted in November 2025, establishes the City's policies for growth and regulation of land uses and development. It continues concepts and community priorities that were established in several prior growth policies. Prior growth policies encouraged creation of development standards that supported predictable review processes and addressed areas of community concerns.

The following relevant goals and objectives included in the BCP2025 are supported by the proposed amendments. As such, the draft ordinance includes specific standards that are in accordance with the BCP2025 and referenced below.

R-2.5 Technical Soundness: Identify solutions that reflect best practices that have been tested and proven to work in similar local or regional contexts

R-2.6 Innovation: Advance new approaches and techniques that will encourage continual improvement and advancement of best practices.

- The proposed amendments are a result of updates to federal regulations which include best practices, new approaches, and advanced techniques from the wireless communication industry. During the development of the proposed ordinance, the City engaged with a professional consultant, experts in the field of wireless facilities, to ensure the ordinance reflects the changing technology and remains relevant and practical to Bozeman's circumstances. The proposed amendments provide clear and consistent regulations and standards for wireless and telecommunication facilities.

DCD-4.2: Continuously invite and give due consideration to the input of design and development professionals in the improvement of the city's project evaluation processes and development code.

- The proposed amendments were developed and refined by engaging with industry professionals who are well educated on the impacts of the changes in federal regulations and able to provide suggestions to improve the City's development standards and permitting process. Based on their recommendation for compliance with federal regulations, the proposed amendments include a new separate process for Eligible Facility Requests if compliant with required standards.

EE-1: Promote the continued development of Bozeman as an innovative and thriving economic center.

- Wireless communications are a necessary requirement for the development of a thriving economic center in the current modern world. Advances in telecommunication technologies, preferences, and remote work possibilities make standards for wireless facilities an important aspect of Bozeman's zoning regulations. The proposed regulations enable rapid deployment of changing technologies with minimized impacts on existing users by creating simplified review processes for smaller facilities. Emerging technologies focus on higher density use in smaller areas so placement is more frequent but usually shorter and less visually obtrusive.

EE-1.5 Support expansion of current and emerging infrastructure technologies including fiber optic service and other communication infrastructure.

- The proposed amendments are an implementation of the federal communication regulations and support both current and emerging communication infrastructure within Bozeman's city limits. The proposed wireless facilities standards are intended to ensure the City is properly regulating the location, placement, dimension, and design of wireless and telecommunication facilities, in compliance with federal and state law, FCC rulings, and case law updates.

No element of the proposed ordinance affects the future land use map as the process amendments do not change land use designations or zoning district boundaries. Therefore, no analysis of correspondence to the future land use map is provided.

2.c.i. Accommodates the projected needed housing types identified in 76-25-206.

Neutral. The proposed amendments to the wireless facilities standards do not apply to this criterion. The City's standards regarding accommodating housing types are established through the City's zoning districts, which are not changed with these amendments. The proposed wireless facilities standards are intended to ensure the City properly regulates the location, placement, dimension, and design of wireless and telecommunication facilities, in

compliance with federal and state law, FCC rulings, and case law updates. The City of Bozeman's Unified Development Code adopted in December 2025 was, at the time of adoption, found to satisfy the required criteria.

2.c.ii. Contains five or more specific strategies from 76-25-302 to encourage the development of housing within the jurisdiction.

Neutral. The proposed amendments to the wireless facilities standards do not apply to this criterion. As previously described, the proposed amendments are to bring the City's telecommunication standards into compliance with federal regulations. Modifications to standards related to the development of housing within the jurisdiction are not proposed with this update. The recent adoption of the City of Bozeman's Unified Development Code in December 2025 was, at the time of adoption, found to satisfy the required criteria.

2.c.iii. Reflects allowable uses and densities in areas that may be adequately served by public safety, emergency, utility, transportation, education, and any other local facilities or services identified by the local government in 76-25-207.

Criteria is met. Standards for the provision of municipal transportation, sewerage, schools, parks, and other public requirements are not being altered with this ordinance. The proposed wireless facilities standards are intended to ensure the City is properly regulating the location, placement, dimension, and design of wireless and telecommunication facilities, in compliance with federal and state law, FCC rulings, and case law updates. No changes to the specific types of wireless facilities permitted within each zoning district are proposed with this amendment.

Initial contact with emergency services is often through the 911 system serviced by wireless facilities. The updated regulations provide for coverage throughout the community to ensure the availability of emergency communications.

2.c.iv. Allows sufficient area for existing, new, or expanding commercial, industrial, and institutional enterprises the local government has identified in 76-25-208 for targeted economic growth in the jurisdiction.

Yes, the criterion is met. The proposed wireless facilities standards are intended to ensure the City is properly regulating wireless and telecommunication facilities, in compliance with federal and state law, FCC rulings, and case law updates. Wireless communications are an important requirement for the development of a thriving economic center. Advances in telecommunication technologies, preferences, remote work, as well as public health and safety for emergency communications, make standards for wireless facilities an important aspect of Bozeman's zoning regulations. The existing municipal code provisions regulating wireless facilities were, at the time of adoption, found to satisfy the required criteria, and

therefore, the standard continues to be met. The updated regulations further support collocation on existing structures which facilitates the provision of telecommunication services within employment areas.

2.c.v. Protects and maximizes the potential use of natural resources within the area, as identified in 76-25-209.

Neutral. Standards for the protection of the ability to develop natural resources are not being altered with this ordinance. The proposed wireless facilities standards are intended to ensure the City is properly regulating wireless and telecommunication facilities, in compliance with federal and state law. No changes to the specific types of wireless facilities permitted within each zoning district are proposed with this amendment. Additionally, the existing municipal code provisions regulating wireless facilities identify specific permitting processes for the modification of existing telecommunication facilities or the establishment of new facilities. Any new facilities must be reviewed in compliance with all City regulations including the wetland and watercourse standards in Divisions 38.610 and 38.620 of the Bozeman Municipal Code. Impacts to the natural resource area are addressed at the time of site-specific development review. The standards listed within BMC 38.610 and 38.620 are not being changed with the proposed amendments and therefore, this criterion continues to be met.

2.c.vi. Minimizes or avoids impacts to the natural environment within the area, as identified in 76-25-209.

Yes, this criterion is met. Standards for the protection of natural resources are not being altered with this ordinance. The proposed wireless facilities standards are intended to ensure the City is properly regulating wireless and telecommunication facilities, in compliance with federal and state law. Impacts to the natural resource area are addressed at the time of site-specific development review through an associated planning application and/or building permitting process. The existing municipal code provisions regulating wireless facilities identify specific permitting processes which must be reviewed in compliance with all City regulations, including the wetland and watercourse standards in Divisions 38.610 and 38.620 of the Bozeman Municipal Code. The standards listed within BMC 38.610 and 38.620 are not being changed with the proposed amendments and therefore, this criterion continues to be met.

2.c.vii. Avoids or minimizes dangers associated with natural hazards in the jurisdiction, as identified in 76-25-209.

Yes, the criterion is met. The recent adoption of the City of Bozeman's Unified Development Code in December 2025 was, at the time of adoption, found to satisfy the required criteria. The proposed amendments to the wireless facilities standards are intended to comply with all applicable federal and state laws regarding telecommunication services. No changes are proposed to the City regulations regarding the natural environment or natural hazards,

specifically BMC 38.610 and 38.620 regarding wetland and watercourse standards, or BMC 38.600 Floodplain Regulations. Potential dangers associated with natural hazards are identified and addressed at the time of site-specific development review through an associated planning application and/or building permitting process. Enabling the provision of adequate wireless services can facilitate the dispatch of emergency services to respond to hazards such as wildfire or human/animal conflict.

2.d. Preliminarily determine whether the proposed zoning regulation, map, or amendment results in new or increased impacts to or from local facilities, services, natural resources, natural environment, or natural hazards from those previously described and analyzed in the assessment conducted for the land use plan.

Yes, this criterion is met. The proposed amendments do not result in new or increased impacts to local facilities or services, natural resources, natural environments or natural hazards. The recent adoption of the City of Bozeman's Unified Development Code in December 2025 was, at the time of adoption, found to satisfy the required criteria. As previously stated, the proposed wireless facilities standards are intended to ensure the City is properly regulating wireless and telecommunication facilities, in compliance with federal and state law, FCC rulings, and case law updates. The Federal Communications Commission retains all authority to review any safety issues related to emissions from wireless facilities. The City is preempted from considering this issue. Therefore, considering the code as a whole, the standards listed in this criterion are not being changed with these amendments and therefore the standard continues to be met.

APPENDIX A - NOTICING AND PUBLIC COMMENT

Notice for text amendments must meet the standards of BMC 38.730. Notice was published in the Bozeman Daily Chronicle on 5/2/2026, 5/9/2026, and 5/30/2026. These notices contain all required elements. Notice was provided at least 15 business days before the public hearing conducted by the Community Development Board in their capacity as the Planning Commission, and not more than 45 days prior to the City Commission public hearing.

No public comments have been received as of the date this report was written.

APPENDIX B - APPLICANT INFORMATION AND REVIEWING STAFF

Applicant: City of Bozeman, PO Box 1230, Bozeman, MT 59771

Representative: City Attorney & Community Development, City of Bozeman, PO Box 1230, Bozeman, MT 59771

Report By: Jennifer Giuttari, Assistant City Attorney

Bailey Minnich, Development Review Planner

FISCAL EFFECTS

None at this time related to this Amendment.

ATTACHMENTS

The full application and file of record can be viewed digitally at the Community Development Department at 20 E. Olive Street, Bozeman, MT 59715, as well as digitally at https://www.bozeman.net/departments/community-development/planning/project-information-portal, select the "Project Documents Folder" link and navigate to application 26074.

Project documents are available at this direct link to the public Laserfiche archive for application 26074 with direct links to individual documents provided below:

Draft Ordinance XXXX – Wireless & Telecommunication Ordinance

Division 38.330 Wireless Facilities

Section 38.710.160 Submittal Materials for Telecommunications

Division 38.800 Definitions

ORDINANCE XXXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA AMENDING DIVISION 38.330 WIRELESS FACILITIES, SECTION 38.710.160 SUBMITTAL MATERIALS FOR TELECOMMUNICATIONS, AND DIVISION 38.800 DEFINITIONS, APPLICATION 26074

WHEREAS, the City adopted the present code structure on telecommunication regulations in 1998 to respond to changes in federal law; and

WHEREAS, wireless and telecommunications law is primarily governed by federal statutes such as the Telecommunications Act of 1996 and rulings from the Federal Communications Commission; and

WHEREAS, due to federal preemption, the City is obligated to ensure that its telecommunication and wireless laws comply with federal law; and

WHEREAS, the proposed Ordinances brings the Bozeman Municipal Code Sec. 38.330 – Wireless Facilities current with federal mandates; and

WHEREAS, because this Ordinance is considered a zone text amendment, the City is required to publish a public notice pertaining to the amendments and to go before the Planning Commission; and

WHEREAS, the City published three notices in the *Bozeman Daily Chronicle* on May 2, 9, and 30th 2026; and

WHEREAS, the Planning Commission held a public hearing on June 1, 2026 to review the proposed amendments; and

WHEREAS, the staff report reflects the Planning Commission's vote and recommendations; and

WHEREAS, during the June 16, 2026 City Commission meeting, the Commission considered the staff presentation, the Planning Commission's vote, the staff report, and proposed

ordinance, and voted unanimously to adopt the ordinance with the Planning Commission's recommended changes.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA:

Section 1

Bozeman Municipal Code. Section 38.330.010 shall be amended as follows:

Sec. 38.330.010. - Purpose and applicability.

A. It is the duty of the city to protect the public health, safety and welfare and the city has the authority to regulate the placement, construction and modification of wireless facilities in the advancement of that duty.

B. The city commission finds that:

1. The aesthetic character of the city is a matter of substantial economic importance and general concern to the citizens of the city, as described in the city's adopted land use plan, and is an important part of the public welfare;

2. Wireless facilities are often visually obtrusive due to their necessary height, support equipment and interruption of the viewscape, and can have substantial negative impacts on the character of the city and its surrounding viewsheds;

3. The impacts of wireless facilities can be reduced by establishing standards for location, structural integrity, compatibility and collocation;

4. To reduce visual and other impacts on the community the city desires to promote collocation, use of ~~stealth~~ concealed installations of wireless facilities and the use of smaller less intrusive facilities to minimize the need to construct new large scale wireless facilities;

5. The city desires to provide clear and consistent regulations for review of proposed wireless facilities;

6. The city desires to support the ability of telecommunication service providers to deliver such services to the community consistent with other community objectives;

7. The construction of new large scale wireless facilities is the action of last resort to provide for wireless communication services and should only be undertaken when alternatives are not available;

8. It is necessary to determine the locations and circumstances most appropriate for placement of wireless facilities to serve the community;

9. Consistent with applicable law, the city desires to minimize the adverse visual impacts of wireless towers and antennas and antenna arrays through careful siting, design, landscape screening and innovative camouflaging screening;

10. The city seeks to protect against potential health and safety hazards to citizens and prevent damage to adjacent properties;

11. The city intends to exercise its authority with respect to the regulation of the placement, construction and modification of wireless facilities, to the fullest extent permitted by applicable law;

12. The city recognizes the need to respond to the policies in the Telecommunications Act of 1996 and subsequent federal judicial and legislative interpretation, and has constructed its regulations in a manner that does not unreasonably discriminate between providers of functionally equivalent personal wireless service, and that does not prohibit or has the effect of prohibiting personal wireless service in the city;

13. The city recognizes that the Federal Communication Commission exercises certain sole authority in the licensing and other regulation of wireless services;

14. The adequate review of a telecommunications application may require expertise not typically possessed by city staff which would require the city to obtain qualified outside expertise to properly evaluate an application; and

15. Outside review would generate additional costs to the public to preserve the public interest these costs must be mitigated and should properly be mitigated by those causing such additional costs.

C. General application. All uses listed in this division are subject to the specific standards described for each use, in addition to all other applicable standards which may apply, and are limited to those districts specified. The provisions of this division apply to development and modification of large scale wireless facilities, micro-scale wireless facilities, non-broadcast telecommunication facilities and small ~~scale~~wireless facilities. These and other terms are defined in article 8.

1. The provisions of this division only apply to facilities which meet the definition of a wireless facility or that are otherwise specifically brought under the authority of this division.

Section 2

Bozeman Municipal Code. Section 38.330.020 shall be amended as follows:

Sec. 38.330.020. - Special submittal requirements.

In addition to the materials required by 38.710 for concept plans, sketch plans, site plans, or special use permits the materials required by 38.710.160 must be submitted.

Section 3

Bozeman Municipal Code. Section 38.330.030 shall be amended as follows:

Sec. 38.330.030. - Uses within districts and required review procedures.

A. Purpose. This section authorizes telecommunication uses in specific districts. Unless specifically exempted by this division, all other standards and procedures of this chapter apply.

B. Permitted wireless facility uses. No wireless facility may be permitted except in accordance with the development review processes indicated in Table 38.330.030-1, based on the applicable zoning district and scope of the proposed facility. All applications are subject to the review processes, submittal requirements and other requirements of article 7 as may be applicable. Previously approved applications may be modified per 38.740.120.

Table 38.330.030-1.

Review procedures. Uses:
P = Principal uses; S = Special uses; A = Accessory uses; — = Uses which are not permitted.

Zoning District	**Large Scale (Macro)**	**Small Wireless**	**Micro-Scale**	**Non-Broadcast**	**Eligible Facility Request**
PLI	P	P	A	P	A
M-2	P	P	A	P	A
M-1	P	P	A	P	A
B-P	S	P/S	A	P	A
B-3C	S	P/S	A	P	A
B-3	S	P/S	A	P	A
B-2	S	P/S	A	P	A
B-2M	S	P/S	A	P	A
B-1	P	P/S	A	P	A
REMU	S	P/S	A	P	A
NEHMU	P	P	A	P	A
R-D	S	S	A	P	A
R-C	S	S	A	P	A
R-B	S	S	P	P	A
R-A	S	S	P	P	A

C. Special review requirements by type.

1. For small ~~scale~~facilities listed as "P/S" in the table above, special use review is required when the proposed facility exceeds the height limitation of the district.

2. Collocation upon a previously approved wireless facility, when such additional facilities were contemplated as part of the original review, must be reviewed as ~~a sketch plan~~ an eligible facilities request in all zones.

3. A wireless facility may be permitted as an accessory use in any non-residential

district when:

a. It is for the exclusive use of a single on-site business when the business has otherwise been approved under 38.740 or 38.250, rather than offered to additional parties;

b. It is in compliance with the maximum building height limitations of the zoning district;

c. It complies with all setback and other zoning requirements; and

d. Has eight or less square feet of total antenna surface area.

4. Installations, other than an eligible facilities request, located within the neighborhood conservation overlay district (NCOD) are subject to ~~must be reviewed against the criteria of~~ 38.240.020 ~~as applicable, and a certificate of appropriateness is required before issuance of a building permit~~.

~~5. Prior to submitting an application for a large scale or small scale wireless facility, the applicant must complete a concept review per 38.740 with the community development department. The purpose of the concept review is to acquaint the participants with the applicable requirements of this division, as well as with any preliminary concerns the department may have.~~

~~6. The applicant's concept review submittal must include the following information with regard to the proposed facility:~~

~~a. Location;~~

~~b. Overall height;~~

~~c. Number of antennas proposed, including those of other providers to be collocated;~~

~~d. Type of wireless communication services to be provided; and~~

~~e. Coordination of ground equipment shelters.~~

~~7~~5. Adequate review of applications may require the city to retain consultants or other third party assistance to review an application. In such event the applicant must reimburse the city for the actual costs incurred prior to issuance of a building permit.

~~8~~6. The provisions of 38.790 ~~must~~ apply for all nonconforming facilities subject to this division.

~~9~~7. A large scale wireless facility may be allowed in the R-A, R-B, R-C, R-D and REMU districts by special use permit only when demonstrated to be necessary to meet federal requirements for continuity of service in

an area.

Section 4

Bozeman Municipal Code. Section 38.330.040 shall be amended as follows:

Sec. 38.330.040. - Standards.

A. Safety. All wireless facilities subject to this division must meet the following standards:

1. The structural design for all wireless facilities greater than 10 feet in height or which have more than four square feet of total antenna area must be certified by a professional structural engineer licensed to practice in the state. A building permit must be obtained prior to the installation of any facility subject to this division.

2. All wireless facilities must meet or exceed current standards and regulations of the FCC, FAA, and any other agency with the authority to regulate wireless facilities. If such standards are changed, the owner must modify the installation to comply with the new standards within six months of the effective date of the new standards or regulations unless a different implementation schedule is required by the issuing agency.

3. Wireless facilities with a base located at grade must be enclosed within a secure fence not less than six feet in height, or the tower itself must be equipped with an appropriate anti-climbing device.

B. Aesthetics.

1. **All wireless facilities**.

   a. The provisions of this section may be waived by the review authority as determined by ~~38.760~~ 38.700 where it has been demonstrated that the waiver will result in superior compliance with the purposes of this chapter.

   b. All installations must be as visually unobtrusive as is feasible. Facilities and equipment mounted on existing structures must be visually incorporated into the structure or background by the use of architectural elements, color, screening or other concealment methods.

   c. No exterior lighting or lighted signage is permitted.

   d. All structures must be constructed in conformance with the standards of the ~~city's~~ technical codes adopted ~~International Building Code~~ in Chapter 10 Article 2.

   e. ~~In addition to landscaping required by 38.540, v~~Visual screening of

ground mounted equipment must be provided in all residential areas and where a facility is located within a non-residential area which is visible, from a viewpoint five feet above grade, from a residential area. Screening must provide an opaque screen within 18 months of establishment and be a minimum of four feet in height. The screening may be of landscape materials or ~~a~~ an opaque fence which otherwise complies with this chapter. Chain link fence with slats does not meet the opacity requirement. ~~The site must comply with the landscaping provisions of article 5.~~

f. Exterior façade materials and the character of equipment ~~shelters~~ compounds used in residential areas must be ~~of~~ architectural materials of similar appearance as those commonly used in the immediate area. ~~The architectural design of the exterior of the shelter must be compatible with surrounding residential structures.~~ The purpose of the requirements of this subsection may be met by providing opaque fencing or other visual screening ~~compatible with the neighborhood,~~ in compliance with all other sections of this chapter, which will obscure the entire equipment ~~shelter~~ compound. The screening must be in place prior to the commencement of operations of the facility.

2. **Preferences.**

In order to justify the construction of a wireless structure, the applicant must demonstrate that higher ranking alternatives in the following hierarchy, beginning with subsection a.(1) below, do not constitute feasible alternatives. The order of preference, from most preferred to least preferred and based on technical feasibility, for new wireless facilities is:

a. Facility size.

(1) Micro-scale wireless facilities or collocation on existing large scale wireless facilities;

(2) Small ~~scale~~wireless facilities;

(3) Large scale wireless facilities 50 feet or less in height; and

(4) Large scale (Macro) wireless facilities ~~in excess of 50 feet in height~~.

b. A facility meeting the definition of ~~stealth~~ concealed, as defined in 38.800.200, is always preferred over a facility of the same scope which does not meet the definition of ~~stealth~~ concealed. ~~Stealth~~ Concealed facilities may be required in historic districts and under other circumstances.

c. As appropriate, the following evidence may also be submitted to

demonstrate compliance with this section:

(1) That no existing wireless communications facility within the search area meets the applicant's radio frequency engineering or height requirements;

(2) That no structure within the search area has sufficient structural strength to support the applicant's proposed antennas or antenna arrays; or

(3) That there are other verifiable limiting factors that render collocated or other more preferred options unsuitable or unreasonable.

~~d. Self-supporting lattice or guyed structures are generally preferred over monopoles.~~

3. **Special standards.** The following special standards apply as shown in Table 38.330.040-1:

Table 38.330.040-1.

Zoning District	Large Scale	Small Wireless	Micro-Scale	Non-Broadcast	Eligible Facility Request
PLI	b	b	b	-	b
M-2	b	b	b	-	b
M-1	b	b	b	-	b
B-P	c	a, c	b	-	b
B-3C	c	a, c	b	-	b
B-3	c	a, c	b	-	b
B-2	c	a, c	b	-	b
B-2M	c	a, c	b	-	b
B-1	c	a, c	b	-	b
REMU	d	a, c	b	-	b
NEHMU	b	b	b	-	b
R-D	d	a, c	a, b	-	b
R-C	d	a, c	a, b	-	b
R-B	d	a, c	a, b	-	b
R-A	d	a, c	a, b	-	b

Key: a = ~~Stealth~~ Concealed installation is required

b = Wireless facilities may exceed the maximum height of a district but are subject to the limitations of this section

c = The height limitation of the district may be exceeded by the least amount necessary to provide services, but only when service may not otherwise be provided by a ~~less intensive~~more preferred facility as set forth above or an alternative site

d = Only allowed when service may not be provided from an alternative site or a ~~less intensive~~more preferred facility installation or set of installations

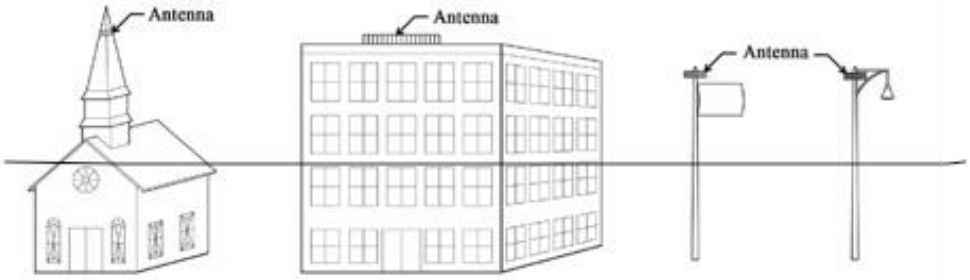
4. **~~Stealth~~ Concealed.**

   a. Installations located within the conservation overlay district must be ~~stealth~~concealed facilities.

   b. A ~~stealth~~concealed wireless facility may exceed the height limitations of the district by 10 feet.

5. **Small ~~scale~~wireless facilities.** All small ~~scale~~wireless facilities established in the neighborhood conservation district must be installed

in such a way as to maintain the historic or architectural character of the host site. ~~All sites must maintain the least possible visual obtrusiveness~~.



~~Figure 38.330.040-1.~~ ~~Small-scale wireless facilities.~~

6. **Large scale wireless facilities.**

   No large scale wireless facility will be permitted unless the applicant demonstrates that the proposed facility cannot be accommodated on an existing structure or by placement of a smaller facility. In order to justify the construction of a large wireless facility, the applicant must demonstrate that higher ranking alternatives in the hierarchy, beginning with 2.a.(1) above, do not constitute feasible alternatives. Such demonstration must be made by submission of a statement of position, qualifications and experience by a licensed radio frequency engineer; and must address the required findings of this section.

   a. If col<u>l</u>ocation is feasible, the owner of the large scale wireless facility must certify in writing, prior to final permit approval, that the owner will accept for collocation any FCC-licensed or licensing exempt wireless communication provider using compatible technology at reasonable and customary rates and terms up to the structural capacity to accommodate additional antennas <u>and/or antenna arrays</u>. Col<u>l</u>ocation may be denied based on verifiable and substantial expectations of interference from additional users. Later failure to comply with the requirements supporting collocation may result in the revocation of city approvals or other penalties stipulated by the municipal code as the requirements of the ~~title~~<u>chapter</u> will have been violated.

   b. The city must find the proposed guarantee, assurances or provisions for the perpetual maintenance and for removal of an abandoned large scale wireless facility to be adequate.

   c. A large scale wireless facility must not either:

(1) Exceed ~~190~~150 feet in height; or

(2) When located east of the alignment of Church Avenue/Sourdough Road and west of the extended alignment of Bozeman Trail Road/Arnica Drive;

(a) Exceed 100 feet in height when its base elevation is greater than 4,800 feet;

(b) Exceed 40 feet in height when its base elevation is above 4,850 feet;

(c) Notwithstanding the provisions of (a) and (b), these restrictions must not apply for those areas lying east of the extended alignment of Bozeman Trail Road/Arnica Drive and south of Interstate 90.

d. Where multiple service providers will be utilizing the same ground area and/or support structure, a single ~~structure~~ enclosed compound must be provided to house all ground based equipment.

e. Special setbacks for large scale wireless facilities must be provided and/or a design for internal structural collapse to avoid damage or injury to adjoining property or users must be provided.

(1) Residential district and mixed-use district setbacks for a large scale wireless facility must be 100 % of facility height, which may be reduced to no less than 50 % upon the provision and approval of an engineered design, stamped by a professional structural engineer licensed to practice in the state, establishing a smaller collapse area~~.~~ utilizing breakpoint technology.

(2) A large scale wireless facility in non-residential zones must provide a minimum setback from the property lines of 75 % of facility height, which may be reduced to no less than 30 % of facility height upon the provision and approval of an engineered design, stamped by a professional structural engineer licensed to practice in the state, establishing a smaller collapse area ~~.~~utilizing breakpoint technology. Large scale wireless facilities located within non-residential zones, but adjacent to a residential zone or residentially developed areas, must maintain a minimum setback from residential zoning or property boundaries of at least 50 % of facility height. All installations must maintain the minimum zoning district setbacks per article 2.

f. New ~~large scale~~macro wireless facilities ~~greater than 50 feet in height~~ must be designed in all respects to accommodate both the applicant's antennas and antennas for at least two additional users. A new ~~large~~

~~scale~~macro wireless facility may meet this requirement by correctly sizing the foundation and other structural elements to allow the future addition of height to the structure to accommodate additional users rather than immediately constructing the entire ~~large scale~~macro wireless facility. This requirement may be waived by the ~~governing body~~review authority upon a showing of fact to overcome the presumption that multiple transmitters are desirable on the proposed facility.

g. All ~~large scale~~macro wireless facilities ~~50 feet or greater in height~~, regardless of the zoning district in which the structure is located, must be located at least one mile, measured in a straight line, from any other ~~large scale~~macro wireless facility that is ~~50 feet or greater in height~~. An exception to this requirement may be granted by the ~~approval body~~review authority when it is found and factually supported in the written record that the criteria of 6.i below are met and a ~~critical~~ need exists for the proposed location to avoid service gaps, or that a closer placement is desirable to advance the purpose of this chapter.

h. A new ~~large scale~~macro wireless facility ~~greater than 50 feet in height must~~may only be approved when the applicant can demonstrate in writing that no existing or approved micro-scale, small ~~scale~~wireless facility or large scale wireless facility within the required separation distance of the proposed site can accommodate the applicant's proposed antenna.

i. In addition to the other review criteria of this chapter, affirmative findings for at least one of the following criteria ~~items~~ must be made in order for the conditions necessary for approval to exist:

(1) No existing or proposed structures located within the geographic ~~area~~ search ring are adequate to support the proposed antennas are required to meet the applicant's engineering and service requirements;

(2) Existing or approved structures are not of sufficient height to meet the applicant's engineering and service requirements and a combination of smaller scale facilities will not provide for adequate service delivery;

(3) Existing or approved structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment and cannot be reinforced to provide sufficient structural strength;

(4) The applicant's proposed antennas would cause electromagnetic interference with the antenna on the existing or approved antenna support structures, or the antenna on the existing or approved antenna support structures would cause interference with the applicant's proposed antenna;

(5) Property owners' or owners of existing or approved wireless facilities or locations for smaller scale installations are unwilling to accommodate the applicant's needs; or

(6) The applicant demonstrates that there are other factual and verifiable limiting factors that render existing or approved wireless facilities unsuitable.

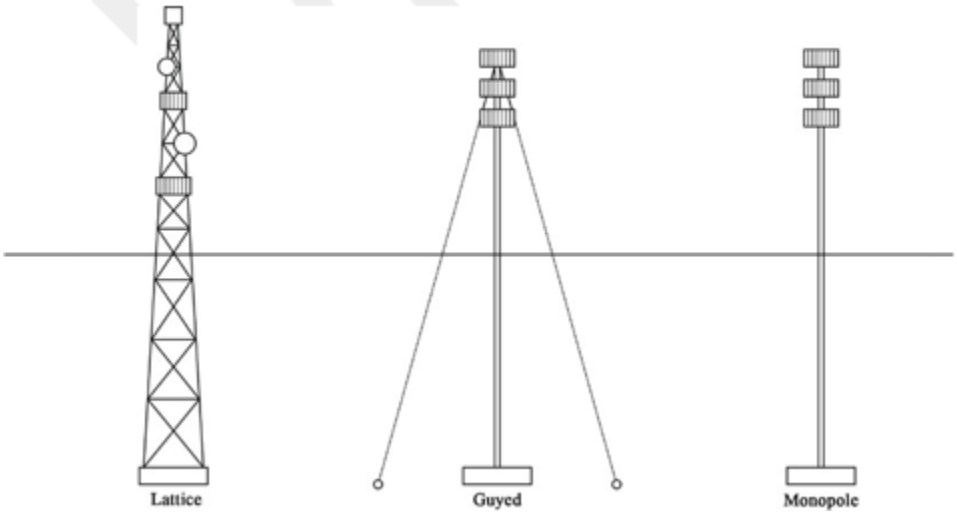
~~j. Height and number of users. A large scale wireless facility may be reviewed as a multiple phase project and be constructed over time. Prior to the approval of a final site plan, or a building permit if it is a latter phase of a phased project, an applicant must provide:~~

~~(1) For the first 70 feet of tower height, for an applicant who is not a wireless service provider, a copy of an executed lease from a wireless service provider of not less than 12 months duration;~~

~~(2) For a height of greater than 70 feet and not more than 110 feet of structure height, one additional executed lease;~~

~~(3) For a height greater than 110 feet, a second additional executed lease;~~

~~(4) Leases may be redacted to remove proprietary information but must identify the parties.~~



~~**Figure 38.330.040-2.** Large-scale wireless facilities.~~

7. Eligible Facility Requests. An eligible facility request for collocation on

or modification of an existing tower or base station must demonstrate that the proposed installation or modification will not constitute a "substantial change" as that term is defined in 38.800. Projects which are a "substantial change" are reviewed as a new facility.

~~7.~~ **8. Non-broadcast.** A non-broadcast telecommunication facility located within a B-1, B-2, B-2M, B-3 or B-3C district, a mixed-use district, the neighborhood conservation overlay district or a residential zoning district must be enclosed within a structure. The structure must be of materials and architectural character ~~compatible with the~~ substantially similar to adjacent properties~~.~~ and comply with 38.520.060. The facility must comply with all applicable ~~side, front and rear setback~~ setbacks.

C. Administrative.

1. An inventory of existing sites utilized by the applicant must be provided. The inventory must note the feasibility of accommodating other users. The city may share this information with other applicants or interested parties to encourage collocation.

~~2. The public land and agencies exemption from full compliance with zoning in MCA 76-2-402 does not apply to private entities utilizing publicly owned lands.~~

~~3.~~2. Any antennas or antenna support structures not utilized for the provision of wireless services for a continuous period of six months will be considered abandoned. All facilities must be removed within six months of the cessation of operations. If a facility is not removed within six months the city may remove the facility at the facility or landowner's expense. Where multiple users share a facility, the non-operational antennas and associated ground-mounted equipment may be removed, but any common equipment may be retained until all users have terminated the utilization of the site.

~~4.~~3. Any emergency power supply or other equipment installed at the facility must comply with 38.510.060.

~~5.~~4. No facilities which require employees to be present on a routine basis may be established in residential areas, with the exception of periodic maintenance activities, unless the zone allows offices and appropriate review has been completed.

~~6.~~5. Failure to comply with the terms of this chapter is grounds for facilities to be removed by action of the city at the facility or landowner's expense.

~~7.~~6. Any modifications to existing wireless sites that do not meet the definition of an eligible facility request" must only occur in compliance with the review procedures required in 38.330.030.

~~8. Denial of an application must be made only after the review body has determined that specific criteria of this chapter cannot be met. Said determination must be made in writing and must include the reasons for the denial and the evidence which supports those reasons. Public opposition alone is not sufficient to deny the application.~~

Section 5

That a new section of the Bozeman Municipal Code is adopted as follows:

Sec. 38.330.050. – Application Review Processes.

A. If this division is more restrictive than 38.740, this division controls. The application processes of this section are governed by federal law.

B. Eligible Facility Request Applications.

1. Timeframe for review. Within sixty (60) calendar days of the date on which an applicant submits an application for approval, the city shall approve the application unless it denies the application.

2. Tolling of the timeline for review. The sixty (60) calendar day period begins to run when the application is filed and may be tolled only by mutual agreement or in the case where the city determines that the application is incomplete.

3. The city must notify the applicant within thirty (30) calendar days of submission, or within some other mutually agreed upon timeframe, if the submission is incomplete.

4. Notices of application incompleteness shall identify specifically the deficiencies in the application which, if cured, would make the application complete. The clock stops on the date the notice is sent to the applicant.

5. The applicant may cure the deficiencies identified by the city and resubmit the application for review. Any subsequent review shall be limited to the deficiencies list in the prior denial.

6. The clock re-starts on the date of resubmission by the applicant. The city shall, within ten (10) calendar days of resubmission, notify the applicant of continuing deficiencies or the application will be deemed complete. The timeline for a decision shall be likewise tolled during the additional re-submission deficiency period until the 2nd resubmission.

Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

7. Approval or denial of a complete application shall be in writing and shall be delivered to the applicant by sixty (60) calendar days after the initial submission, excluding tolling.

8. Failure to Act. In the event the city fails to approve or deny an eligible facility request application within the timeframe for review (accounting for any tolling), the request shall be deemed granted. The deemed granted does not become effective until the applicant notifies the city in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

C. Applications for Small Wireless Facilities outside a public right-of-way and new collocation on any existing structure without wireless equipment or collocation exceeding the definition of eligible facility request.

1. Timeframe for review. Within ninety (90) calendar days of the date on which an applicant submits an application for approval, the city shall approve or deny the application.

2. Tolling of the timeline for review. The ninety (90) calendar day period begins to run when the application is filed and may be tolled only by mutual agreement or in the case where the city determines that the application is incomplete.

3. The city must notify the applicant within thirty (30) calendar days of submission (or within some other mutually agreed upon timeframe) if the submission is incomplete.

4. Notices of application incompleteness shall identify specifically the deficiencies in the application which, if cured, would make the application complete. The clock stops on the date the notice is sent to the applicant.

5. The applicant may cure the deficiencies identified by the city and resubmit the application for review. Any subsequent review shall be limited to the deficiencies list in the prior denial.

6. The clock re-starts on the date of resubmission by the applicant. The city shall, within ten (10) calendar days of re-submission, notify the applicant of continuing deficiencies or the application will be deemed complete. The timeline for a decision shall be likewise tolled during the additional re-submission deficiency period until the 2nd resubmission. Second or subsequent notices of incompleteness may not specify

missing documents or information that were not delineated in the original notice of incompleteness.

7. Approval or denial of a complete application shall be in writing and shall be delivered to the applicant by ninety (90) calendar days after the initial submission, excluding tolling.

8. Failure to Act. In the event the city fails to approve or deny an application under this subsection within the timeframe for review, and accounting for any tolling, the applicant shall have all remedies available at law.

D. Large scale wireless facility.

1. The time frame for review. Within one hundred fifty (150) calendar days of the date on which an applicant submits an application for approval, the city shall approve or deny the application.

2. Tolling of the timeline for review. The one hundred fifty (150) calendar day period begins to run when the application is filed and may be tolled only by mutual agreement or in the cases where the city determines that the application is incomplete.

3. The city must notify the applicant within thirty (30) calendar days of submission, or within some other mutually agreed upon timeframe, if the submission is incomplete.

4. Notices of application incompleteness shall identify specifically the deficiencies in the application which, if cured, would make the application complete.

5. The timeline clock stops on the day after the date the city sends notice of incompleteness to the applicant.

6. The applicant may cure the deficiencies identified by the city and resubmit the application for review. Any subsequent review shall be limited to the deficiencies list in the prior denial.

7. The clock re-starts on the date of resubmission by the applicant. The city shall, within ten (10) calendar days of re-submission, notify the applicant of continuing deficiencies or the application will be deemed complete. The timeline for a decision shall be likewise tolled during the additional re-submission deficiency period until the 2nd resubmission. Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

8. Approval or denial of a complete application shall be in writing and shall be delivered to the applicant by one hundred fifty (150) calendar days after the initial submission, excluding any tolling period.

9. Failure to Act. In the event the city fails to approve or deny an application under this subsection within the timeframe for review (accounting for any tolling), the applicant shall have all remedies available at law.

Section 6

That a new section of the Bozeman Municipal Code is adopted as follows:

Sec. 38.330.060. – Exempt Wireless Facilities. The following wireless facilities are exempt from the development standards of the chapter and only subject to the issuance of a building permit and building code requirements, notwithstanding any other provisions:

A. A government-owned wireless facility, upon the declaration of a state of emergency by federal, state, or local government, and a written determination of public necessity by the city, except that such facility must comply with all federal and state requirements. No wireless facility shall be exempt from the provisions of this division beyond the duration of the state of emergency.

B. A government-owned wireless facility erected for the purposes of installing antenna(s) and ancillary equipment necessary to provide communications for public health and safety.

C. A temporary wireless facility, upon the declaration of a state of emergency by federal, state, or local government, or determination of public necessity by the city and approved by the city, except that such facility must comply with all federal and state requirements. The wireless facility may be exempt from the provisions of this division up to sixty (60) calendar days after the duration of the state of emergency.

D. Over the air reception devices ("OTARD") are exempt provided that same do not require the construction of a tower or other structure, which height exceeds 12 feet above the residential structure of the consumer who desires to receive fixed wireless services, satellite transmissions, or over the air reception of television signals.

E. Noncommercial, amateur radio towers or antennas which are less than 100 feet in height and attached to the rear or side of residential or commercial structures or freestanding in an area directly behind the rear structural wall of a residential or commercial structure. Noncommercial, amateur, ham radio or citizen's band towers, antennas or antenna arrays with heights greater than 100 feet or not located directly behind the rear structural wall of a residential or commercial structure, or attached to the rear or side of residential or commercial structures shall be regulated in accordance with

this Section.

Section 7

That a new section of the Bozeman Municipal Code is adopted as follows:

Sec. 38.330.070. – Fees; Supplemental Review

A. Applicants shall pay an application review fee to the city as set forth in Section 38.700.140.

B. The city reserves the right to require a supplemental review for any application submitted pursuant to this Section subject to the following:

1. Where due to the complexity of the methodology or analysis required to review an application for a wireless facility, the city may require the applicant to pay for a technical review by a third-party expert, the costs of which shall be borne by the applicant and be in addition to other applicable fees. Schedules of current supplemental review fees consistent with applicable law are listed in the city Fee Schedule.

2. Based on the results of the supplemental technical review, the approving authority may require changes to the applicant's application or submittals.

3. The supplemental technical review may address any or all of the following:

a. The accuracy and completeness of the application and any accompanying documentation.

b. The applicability of analysis techniques and methodologies.

c. The validity of conclusions reached.

d. Whether the proposed wireless facility complies with the applicable approval criteria set forth in these codes.

e. Other items deemed by the city to be relevant to determining whether a proposed wireless facility complies with the provisions of these codes.

Section 8

Bozeman Municipal Code. Section 38.710.160 shall be repealed in its entirety and replaced as follows:

Sec. 38.710.160. Submittal material for telecommunications

A. The following information must be submitted for review of wireless facilities as applicable. Failure to provide required materials will result in a determination that the application is incomplete, and the application will not be processed. The table below identifies **required submittal materials by facility scale.** Items marked ● **Required**, ○ **Conditional / As Applicable**, or — **Not Required**. This table is intended for **application completeness**

determinations.

Required Material	Large Scale (Macro) Facilities	Small Wireless Facilities	Micro-Scale Facilities	Eligible Facilities Request (EFR)
Completed Application Form	●	●	●	●
Application & Review Fees	●	●	●	●
Narrative of Standards Compliance (per 38.370.040)	●	●	—	—
Technical Justification for Design, Location, Height, and Placement/Location	●	—	—	—
Technical Reason Collocation is Not an Option	●	—	—	—
Photo Simulations	●	●	—	—
Landowner Authorization Letter	●	●	●	●
Proof of Ownership/Lease/ Consent	●	●	●	●
If Applicable, Statement of FCC Exemption from Environmental Review (with citation and details)	●	●	●	●
Boundary & Topographic Survey (Sealed)	●	●	—	—
Existing Conditions Photos	●	—	—	●
Site Plan/Construction Drawings (including ground equipment layout and dimensions, facility elevation, facility height, concealment, landscape, screening, fall-zone, set back, fencing, signage)	●	●	●	●
Landscape & Screening Plan	●	●	—	—
Structural (Design) Analysis (PE Sealed) (as set forth by the building department and latest codes)	●	●	●	●
Foundation Design	●	—	—	—

Antenna Mount Analysis	●	—	—	●
Collocation Capacity Certification and Statement of Willingness to Allow Collocation at Reasonable Rates to all Providers	●	—	—	—
Engineering Statement Collocation Requirements are Met (per 38.330.040.B)	●	—	—	—
Redacted tenant lease(s) for initial tenant and all collocations	●	●	—	—
RF Statement of Need	●	●	—	—
RF Propagation Maps	●	●	—	—
Geographic Search Ring Map	●	—	—	—
Inventory of Applicant's Sites	●	●	—	—
Inventory of Surrounding Buildings or Structures (greater than 50' within one-mile radius)	●	—	—	—
FCC RF Emissions Compliance Statement/Report	●	●	●	●
FCC RF Interference Compliance Statement	●	●	●	●
FAA Determination No Hazard (Form 7460-1)	●	—	—	—
NEPA / SHPO Documentation	●	○	—	—
Floodplain / Wetlands Documentation	○	○	—	—
Visual Impact Analysis	●	○	—	—
Right-of-Way Permit (if applicable)	○	●	○	—
Utility Coordination Letters	○	○	—	—
Traffic / Mont. Dept. Transportation Plan	○	○	—	—
Address List & Mailing Envelopes per 38.730.020	●	○	—	—
Abandonment & Removal Plan	●	○	—	—

Maintenance & Access Plan	●	●	●	●
Emergency Contact Information	●	●	●	●

Notes:

● Required = must be submitted for application completeness
○ Conditional = required when applicable based on location, zoning, or facility design
— Not Required = not applicable for this facility scale

B. Prior to submitting an application for a large scale, or small wireless facility, the applicant must complete a concept review per 38.740 with the community development department. The purpose of the concept review is to acquaint the participants with the applicable requirements of this division 38.330, as well as with any preliminary concerns the department may have.

C. The applicant's concept review submittal must include the following information in addition to the materials required by 38.710.190 with regard to the proposed facility:

1. Overall height;

2. Number of antennas and antenna arrays proposed, including those of other providers to be collocated;

3. Type of wireless communication services to be provided; and

4. Design and coordination of ground equipment compounds.

Section 9

Bozeman Municipal Code Section 38.800 shall be amended as specified in *Exhibit A* to this Ordinance. *Exhibit A* shall not be codified and is attached to this Ordinance solely for legislative purposes.

Section 10

Repealer.

All provisions of the ordinances of the City of Bozeman in conflict with the provisions of this ordinance are, and the same are hereby, repealed and all other provisions of the ordinances of the City of Bozeman not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 11

Savings Provision. This Ordinance does not affect the rights and duties that matured, penalties that were incurred or proceedings that were begun before the effective date of this ordinance. All other provisions of the Bozeman Municipal Code not amended by this Ordinance shall remain in full force and effect.

Section 12

Severability.

That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof, other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Bozeman Municipal Code as a whole.

Section 13

Codification.

Sections 1 through 4 and 8 through 9 shall be amended and codified as indicated in this Ordinance. Sections 5 through 7 of this Ordinance shall be codified and included as new sections in the Bozeman Municipal Code.

Section 14

Effective Date.

This Ordinance shall be in full force and effect thirty (30) days after final adoption.

PROVISIONALLY ADOPTED by the City Commission of the City of Bozeman, Montana, on first reading at a regular session held on the _____ day of _____, 20__.

_____

JOEY MORRISON
Mayor ATTEST:

_____
MIKE MAAS
City Clerk

FINALLY PASSED, ADOPTED AND APPROVED by the City Commission of the City of Bozeman, Montana on second reading at a regular session thereof held on the ___ of _____, 20__. The effective date of this ordinance is _____, 20__.

_____
JOEY MORRISON
Mayor

ATTEST:

_____
MIKE MAAS
City Clerk
APPROVED AS TO FORM:

_____
GREG SULLIVAN
City Attorney

A DEFINITIONS	**Amateur Radio Tower.** A tower used exclusively for non-commercial amateur radio transmissions consistent with the "Complete FCC U.S. Amateur Part 97 Rules and Regulations" for amateur radio towers not to exceed 100 feet in height.
	Antenna. ~~One or more rods, panels, discs or similar devices used for the transmission or reception of radio frequency signals, which may include omni-directional antenna (rod), directional antenna (panel) and parabolic antenna (disc).~~Any apparatus designed for the transmitting and/or receiving of electromagnetic waves, including telephonic, radio or television communications. Types of elements include omnidirectional (whip) antennas, sectionalized (panel) antennas, wireline antennas, multi or single bay (FM and TV), yagi, or parabolic (dish) antennas.
	Antenna array. A single antenna or group of antenna elements and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving electromagnetic waves.
B DEFINITIONS	**Base station.** Equipment and non-tower supporting structure at a fixed location that enable wireless telecommunications between user equipment and a communications network. Examples include transmission equipment mounted on a rooftop, water tank, silo or other aboveground structure other than a tower. The term does not encompass a "tower" as defined herein or any equipment associated with a tower. "Base station" includes, but is not limited to: Equipment associated with wireless telecommunications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul; Radio transceivers, antennas, coaxial or fiber optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including distributed antenna systems (das) and small cell networks); and Any structure other than a tower that, at the time the application is filed, supports or houses equipment described in this definition that has been reviewed and approved under the applicable zoning or siting process, or under another City regulatory review process, even if the structure was not built for

	the sole or primary purpose of providing such support. "Base station" does not include any structure that, at the time the application is filed under this section, does not support or house wireless communication equipment.
	Breakpoint technology. The engineering design of a monopole, or any applicable support structure, wherein a specified point on the monopole is designed to have stresses concentrated so that the point is at least five percent more susceptible to failure than any other point along the monopole so that in the event of a structural failure of the monopole, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the monopole.
C DEFINITIONS	**Collocation.** The mounting or installation of transmission equipment on an eligible support structure for the purposes of transmitting and/or receiving radio frequency signals for communications purposes so that installation of a new support structure will not be required. ~~The placement of an antenna by two or more wireless service providers on a common antenna-supporting structure, or the addition or replacement of antennas on an existing structure.~~ The term "collocation" does not include roof-mounted or surface-mounted wireless facilities or the placement of other antenna on an amateur radio tower ~~antenna~~.
	Concealed. A tower, ancillary structure, or equipment compound that is not readily identifiable as a wireless facility and that is designed to be aesthetically compatible with existing and proposed building(s) and uses on a site or in the neighborhood or area, in a manner acceptable to the City. There are two types of concealed facilities: a) antenna attachments, including faux windows, dormers or other architectural features that blend with an existing or proposed building or structure and b) a freestanding concealed tower which looks like something else that is common in the geographic region such as a church steeple, windmill, bell tower, clock tower, light standard, flagpole with a flag that is proportional in size to the height and girth of the tower, or tree that grows naturally or is commonly found in the area.
E DEFINITIONS	**Eligible facilities request.** Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving: (i) collocation of new transmission equipment; (ii) removal of transmission equipment; or (iii) replacement of transmission equipment.

	Eligible facility. Existing wireless tower or base station that has been approved through a local government land use review process prescribed for the tower or base station.
	Equipment compound. The fenced-in area surrounding, inside or under a ground based wireless communication facility containing ancillary structures and equipment, such as cabinets, shelters, pedestals and generators, necessary to operate a wireless facility that is above the base flood elevation.
	Existing wireless facility. A constructed tower or base station is "existing" for purposes of this chapter if it has been reviewed and approved under an applicable City land use review process. "Existing" also includes a tower that was lawfully constructed but not reviewed because it was not in a zoned area when it was built.
G DEFINITIONS	**Geographic search ring.** An area designated by a wireless provider or operator for a new wireless facility, produced in accordance with generally accepted principles of wireless engineering.
H DEFINITIONS	**Height of wireless facility.** For placement of a wireless facility on an existing structure, the height is measured from the base of the wireless facility to the highest point of the wireless facility, including any antenna, lighting rod, or other equipment affixed thereto.

L DEFINITIONS	**Large scale wireless facility.** A wireless facility 25 feet or greater in height from the base to the highest point including attachments. Examples of supporting structures are monopoles, self-supporting (lattice) towers, guy-wire supported towers and other similar structures. When calculating the height of a facility, other structures designed for other uses such as buildings or water towers may not be included in the calculation.    Guyed Lattice Monopole **Figure 38.800.130-1.** Large scale wireless facilities.
M DEFINITIONS	**Macro wireless facility.** A large scale wireless facility in excess of 50 feet in height.
	Micro-scale wireless facility. A small wireless facility that is (i) not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, not longer than 11 inches and (ii) is mounted on a structure less than 10 feet in height from the base to the highest point, including attachments. When calculating the height of a facility, other structures designed for other uses, such as buildings or water towers, may not be included in the calculation.
	Modification to existing wireless facility. The addition, removal or change of any components to an existing wireless facility, including equipment compound.

O DEFINITIONS	**OTARD.** Over the air wireless receive-only devices which are limited to either a "dish" antenna one meter (1 m) (39.37 in) or less in diameter designed to receive direct broadcast satellite service, including direct to home satellite service, or to receive or transmit fixed wireless signals via satellite, or an antenna that is one meter (1 m) or less in diameter and is designed to receive video programming services via broadband radio service (wireless cable), or to receive or transmit fixed wireless signals other than via satellite or an antenna that is designed to receive local television broadcast signals.
R DEFINITIONS	**Radio frequency.** Electromagnetic waves in the spectrum from about 3 kHz to 300 GHz used for wireless communications.
	Replacement of wireless facility. A modification of an existing tower to increase the height, or to improve its integrity, by replacing or removing one or several tower(s) located in proximity to a proposed new tower in order to encourage compliance with the Zoning Ordinance, or improve aesthetics or functionality of the overall wireless network.
S DEFINITIONS	**Small ~~scale~~ wireless facility.** Small wireless facilities are wireless facilities that meet each of the following conditions: (1) The facilities are mounted on structures 50 feet or less in height including their antennas; or are mounted on structures no more than 10 percent taller than other adjacent structures; or do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater; (2) Each antenna associated with the deployment, excluding associated antenna equipment is no more than three cubic feet in volume; (3) All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume; (4) The facilities do not require antenna structure registration under FCC Rules; (5) The facilities are not located on Tribal lands; and (6) The facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 CFR 1.1307(b).





Figure 38.800.200-1. Small wireless facilities.

~~A wireless facility less than 25 feet in height from the base to the highest point including attachments. Examples of supporting structures are monopoles, self-supporting (lattice) towers, guy-wire supported towers and other similar structures. When calculating the height of a facility, other structures designed for other uses such as buildings or water towers may not be included in the calculation.~~ This definition excludes those facilities meeting the definition of a micro-scale wireless facility.

~~**Stealth or camouflaged.** Placement of a wireless facility in such a way that it may not be discerned as being separate from the principal use of a site. This may be accomplished through visual screening, use of color or encasement of the facility within an existing structure such as a steeple. A stealth installation may also include the placement of a new structure to contain the facility so long as the new structure complies with the height, setback and other requirements of the zoning code or is otherwise exempt from those requirements.~~

Substantial change to wireless facility. A wireless facility modification that changes the dimensions of an existing wireless facility is a substantial change if:

1. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible facilities, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater; Changes in height

	should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were previously approved; 2. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible facilities, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet; 3. For any eligible facility, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure; 4. It entails any excavation or deployment outside of the current site, except that, for towers other than towers in the public rights-of-way, it entails any excavation or deployment of transmission equipment outside of the current site by more than 30 feet in any direction. The site boundary from which the 30 feet is measured excludes any access or utility easements currently related to the site; 5. It would defeat the existing concealment elements of the eligible facility; or 6. It does not comply with conditions associated with the prior siting approval of the construction or modification of the tower or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in subsection (1) through (5) above.
U DEFINITIONS	**Utility Pole.** Any pole or structure designed to maintain or used for the purpose of lines, cables, or wires for communications or electrical service purposes or street lighting/signals.

W DEFINITIONS	**Wireless facility.** An unstaffed tower or base station ~~facility~~ used for the transmission or reception of radio frequency (RF), microwave or other signals for commercial communications purposes, as further defined in 47 USC Section 332(c)(7)(C)(ii), as amended and as interpreted under federal law, typically consisting of an equipment enclosure, an antenna support structure and one or more antennae. This definition excludes amateur radios towers, Essential Services (Type I), OTARD satellite earth stations and private receive-only antennae, such as for the reception of television signals.
	Wireless tower. Any support structure built for the primary purpose of supporting any antennas and associated facilities for commercial, private, broadcast, microwave, public, public safety, licensed or unlicensed, or fixed or wireless services. A tower may be concealed or non-concealed. Non-concealed towers include: 1. Guyed: A style of tower consisting of a single truss assembly composed of sections with bracing incorporated. The sections are attached to each other, and the assembly is attached to a foundation and supported by a series of wires that are connected to anchors placed in the ground or on a building. 2. Lattice: A self-supporting tapered style of tower that consists of vertical and horizontal supports with multiple legs and cross bracing, and metal crossed strips or bars to support antennas. 3. Monopole: A style of freestanding tower consisting of a single shaft usually composed of two or more hollow sections that are in turn attached to a foundation. This type of tower is designed to support itself without the use of guywires or other stabilization devices. These facilities are mounted to a foundation that rests on or in the ground or on a building's roof. All feed lines shall be installed within the shaft of the structure.

BOZEMAN MT

Memorandum

REPORT TO: City Commission

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

SUBJECT: Ordinance Provisional Adoption of the 2026 Unified Development Code Housekeeping Amendments 1, to Amend Section 38.530.040 Unified Development Code, BMC, to Amend Parking in the B-3 District After October 1, 2026, Application 26307

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Ordinance

RECOMMENDATION: **Consider the Motion:** *Having reviewed and considered the Project report, draft ordinance, public comment, recommendation from the Community Development Board, and all information presented, I hereby adopt the findings presented in the parking amendment project report for application 26307 and move to provisionally adopt the ordinance revising parking in the B-3 zoning district on or after October 1, 2026.*

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

BACKGROUND: The City adopted new development regulations in December 2026. Two time sensitive necessary corrections have been identified.

One is motor vehicle parking in the B-3 zoning district. In 2025, the MT Legislature adopted new law restricting local control on certain parking requirements. The new law takes effect on October 1, 2026. The Commission decided to establish parking regulations that transition from one standard to another on October 1, 2026. During the drafting of the regulations taking effect on October 1, 2026, some elements unique to the B-3 zoning district were unintentionally omitted. The proposed ordinance corrects the omissions.

The Community Development Board unanimously recommended approval of the amendments at their June 15, 2026 public hearing. See the attached project report for further information. See the attached ordinance for the full amendments.

UNRESOLVED ISSUES: As identified in the project report.

ALTERNATIVES:

1. Adopt the ordinances as presented;
2. Direct revisions to the ordinances prior to adoption;
3. Do not adopt the ordinances; or
4. Request additional information and continue discussion on the ordinances.

FISCAL EFFECTS: No budgeted funds are affected with this action.

Attachments:
26307 CC Project Report - 2026 Housekeeping Amendments 1 - B3 Parking.pdf
26307 B-3 Parking Post Oct 1, 2026 - Provisional Adoption.pdf

Report compiled on: June 18, 2026

26307 Project Report for the City of Bozeman Housekeeping Amendments 1 – B3 Parking

Public Hearings:

Community Development Board – June 15, 2026

City Commission – July 14, 2026

Project Description: Amend the Bozeman Municipal Code (BMC) **Chapter 38** to address parking in the B-3 district after October 1, 2026.

Project Location: Revisions to the text are applicable city-wide in all zoning districts per Chapter 38 – Unified Development Code (UDC).

Recommendation: Meets applicable criteria for approval.

Community Development Board Motion: Having reviewed and considered the Project report, draft ordinances, public comment, and all information presented, I hereby adopt the findings presented in the Project report for application 26307 and move to recommend approval of the amendments.

City Commission Recommended: Having reviewed and considered the Project report, draft ordinance, public comment, recommendation from the Community Development Board, and all information presented, I hereby adopt the findings presented in the parking amendment project report for application 26307 and move to provisionally adopt the ordinance revising parking in the B-3 zoning district on or after October 1, 2026.

Report: June 23, 2026

Staff Contact: Chris Saunders, Community Development Manager

Agenda Item Type: Action – Legislative

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EXECUTIVE SUMMARY

This report is based on the proposed ordinance text and public comment received to date.

Project Summary

The City adopted new development regulations in December 2025. Two time sensitive necessary corrections have been identified. First, legacy short term rentals (STR).

Second, motor vehicle parking in the B-3 zoning district which is the focus of this report. In 2025, the MT Legislature adopted new law restricting local control on certain parking requirements. The new law takes effect on October 1, 2026. The Commission decided to establish parking regulations that transition from one standard to another on October 1, 2026. During the drafting of the regulations taking effect on October 1, 2026, some elements unique to the B-3 zoning district were unintentionally omitted. The proposed ordinance corrects the omissions.

The City Commission authorized the review of the code amendments on May 12, 2026. This report is focused on the amendments addressing parking in the B-3 district.

The full details of the text amendment are provided in the attached Ordinances.

Unresolved Issues

None.

Public Comment

Written public comment will be archived and available through the project folder in the City's Laserfiche archive. Comments provided orally at public meetings will be available through the recordings of those public meetings. Links to recordings of meetings will be added to this report as the review of the project moves forward. No public comment has been received as of the date this report was written.

Community Development Board

The Community Development Board (CDB) recommends adoption of the proposed amendment to the City Commission after conducting their public hearing, considering the draft document, opportunity for public comments, and reviewing the required criteria for decision. Discussion of the amendments begins at 14:45 in the linked recording. Motion and discussion on the motion begins at 55:23 in the recording. The recommendation passed 4-0 in favor.

Alternatives

The City Commission has the following alternatives in deciding on the proposed amendments.

1. Adopt the ordinances as presented;
2. Direct revisions to the ordinances prior to adoption;
3. Do not adopt the ordinances; or
4. Request additional information and continue discussion on the ordinances.

SECTION 1 - RECOMMENDATION AND FUTURE ACTIONS

Having considered the criteria established for a text amendment, the Staff finds the amendments meet the minimum criteria for approval as proposed.

The Community Development Board in their capacity as the Planning Commission held a public hearing on June 15, 2026, at 6 pm and made a recommendation.

The City Commission will hold a public hearing on the text amendment on July 14, 2026, at 6:00 p.m. and decide whether the proposed amendments should be adopted or not.

SECTION 2 - TEXT AMENDMENT STAFF ANALYSIS AND FINDINGS - ZONING

In considering applications for amendment approval under this title, the advisory boards and City Commission must consider the following criteria per MCA 76-25-304.2.c-2.d. As an amendment is a legislative action, the Commission has broad latitude to determine a policy direction.

A zone text amendment must be in accordance with the land use plan (criteria 2.c), accommodate needed housing types (criteria 2.c.i), contain five or more specific strategies to encourage development of housing (criteria 2.c.ii), reflect allowable uses and densities adequate to be served by public services (criteria 2.c.iii), allow sufficient area for existing, new or expanding commercial and industrial uses (criteria 2.c.iv), protect, minimize or avoid impacts and dangers to the natural environment (criteria 2.c.v-2.c.vii), and preliminary determine whether the amendment results in new or increased impacts to local facilities, services, natural resources, natural environment, or natural hazards previously analyzed in the assessment of the land use plan. Therefore, to approve a zone text amendment, the Commission must find that Criteria 2.c-2.d are met.

In determining whether the criteria and guidelines under state law are met, Staff considers the entire body of plans and regulations for land use and development. Standards which prevent or mitigate negative impacts are incorporated throughout the entire municipal code but are principally in Chapter 38, Unified Development Code. Division 38.770 of the UDC contains the process for completing text amendments and references the specific criteria of MCA 76-25-304(2) listed previously. The proposed text amendment follows all public hearing and notice requirements outlined within BMC 38.770.030.

The existing municipal code provisions addressing related topics to the Housekeeping Amendments 1 were, at the time of adoption, found to satisfy all the required criteria. As such, the focus of this report is only on the amendments proposed. Unless shown as being edited in the draft ordinance, all existing standards stay as currently adopted. Where a finding of neutral is presented, it represents that the criteria or guideline has been considered and the change does not materially advance or detract from compliance. Therefore, a finding of neutral is not necessarily an indication of a deficiency in the proposed amendments or the existing standards.

Section 76-25-304, MCA Zoning Regulations Criteria

Zoning regulations must:

2.c. Be in substantial compliance with the land use plan.

Yes, the criterion is met. The proposed amendments are in conformance with the growth policy. As the growth policy provides a high-level vision and direction of how a community hopes to develop over time, it does not dictate uses or specific standards to the level of detail

contained in this ordinance. However, it does identify issues and priorities for consideration with specific goals and objectives that are desired outcomes.

The Bozeman Community Plan 2025 (BCP2025), adopted in November 2025, establishes the City's policies for growth and regulation of land uses and development. It continues concepts and community priorities that were established in several prior growth policies. Prior growth policies encouraged creation of development standards that supported predictable review processes and addressed areas of community concerns.

The following relevant goals and objectives included in the BCP2025 are supported by the proposed amendments. As such, the draft ordinance includes specific standards that are in accordance with the BCP2025 and referenced below.

Parking in the B-3 District on and after October 1, 2026

N-1.1. Promote housing diversity, including missing middle housing.

DCD-1.2. Remove regulatory barriers to infill.

DCD-3.6 Evaluate parking requirements and methods of providing parking as part of the overall transportation system for and between districts.

M-1.1 Prioritize mixed-use land use patterns. Encourage and enable the development of housing, jobs, and services in close proximity to one another.

Climate Action Plan - Action 3.G.2. Revise Development Code to Enhance Compact and Sustainable Development

These were all considered during the initial adoption of the update to Chapter 38 adopted in Ordinance 2151 on December 2, 2025. The staff report, beginning on page 9, contains discussion of compliance with the land use plan. Parking is discussed under several elements of land use plan substantial compliance. The proposed amendments with this ordinance correct missing references and text and do not change policy or compliance with the land use plan. Therefore, the findings of the original staff report remain applicable and the proposed language is in substantial compliance with the land use plan.

2.c.i. Accommodates the projected needed housing types identified in 76-25-206.

Criteria is met. The proposed amendments do not apply to this criterion. The City's standards regarding accommodating housing types are established through the City's zoning districts, which are not changed with these amendments. The proposed Housekeeping Amendments do not change uses allowed in individual zoning districts, nor do they amend the zoning map. The City of Bozeman's Unified Development Code adopted in December 2025 was, at the time of adoption, found to satisfy the required criteria. Therefore, there is no change to the project number of dwellings needed, types of housing authorized, or standards

(including parking) for construction of housing. Rather, they continue the existing standards applicable at this time for parking in the B-3 district and correct an inadvertent omission.

The recent adoption of the City of Bozeman's Unified Development Code in December 2025 was, at the time of adoption, found to satisfy the required criteria. Therefore, considering the code as a whole, the standards listed in this criterion are not being changed with these amendments and therefore the standard continues to be met.

2.c.ii. Contains five or more specific strategies from 76-25-302 to encourage the development of housing within the jurisdiction.

Criteria is met. The proposed amendments do not apply to this criterion. The City's standards regarding accommodating housing types are established through the City's zoning districts, which are not changed with these amendments. The proposed Housekeeping Amendments do not change uses allowed in individual zoning districts, nor do they amend the zoning map. The City of Bozeman's Unified Development Code adopted in December 2025 was, at the time of adoption, found to satisfy the required criteria.

State law recently changed the parking that a community may require of new dwellings. The proposed language is consistent with that law. The new law is more restrictive than the minimum compliance for parking in the housing support strategies.

The recent adoption of the City of Bozeman's Unified Development Code in December 2025 was, at the time of adoption, found to satisfy the required criteria. Therefore, considering the code as a whole, the standards listed in this criterion are not being changed with these amendments and therefore the standard continues to be met.

2.c.iii. Reflects allowable uses and densities in areas that may be adequately served by public safety, emergency, utility, transportation, education, and any other local facilities or services identified by the local government in 76-25-207.

Criteria is met. Parking is an element of a functional transportation system. The proposed revisions help ensure that parking as needed in the B-3 zoning district is provided and that the proposed standards are consistent with state law limitations. The revisions address dwelling types allowed in the B-3 district but not addressed with the initial adoption. The missing text would create confusion on what standard applied so the revision helps ensure adequate transportation services in the district. Other listed public services are not expected to be materially affected as the parking is supportive of the dwellings created and the evaluation of proposed dwellings to other standards of the code address those topics. The non-residential elements are carrying forward standards already adopted for the B-3 district and inadvertently omitted so the amendments will have no more or less impact than is already in place.

2.c.iv. Allows sufficient area for existing, new, or expanding commercial, industrial, and institutional enterprises the local government has identified in 76-25-208 for targeted economic growth in the jurisdiction.

Yes, the criterion is met. The proposed amendments do not modify the zoning map. The zoning map approved by Ordinance 2151 on December 2, 2025 was found to meet this criteria. Therefore, considering the code as a whole, the standards listed in this criterion are not being changed with these amendments and therefore the standard continues to be met.

2.c.v. Protects and maximizes the potential use of natural resources within the area, as identified in 76-25-209.

Neutral. Standards for the protection of the ability to develop natural resources are not being altered with this ordinance. The proposed amendments are correcting omissions from the original text of the update to Chapter 38 and are not expanding any area of development. Impacts to the natural resource subjects are addressed at the time of site-specific development review. The standards listed within BMC 38.610 and 38.620 or other relevant sections are not being changed with the proposed amendments and therefore, this criterion continues to be met.

2.c.vi. Minimizes or avoids impacts to the natural environment within the area, as identified in 76-25-209.

Yes, this criterion is met. Standards for the protection of natural resources are not being altered with this ordinance. The existing municipal code contain specific permitting processes which must be reviewed in compliance with all City regulations, including the wetland and watercourse standards in Divisions 38.610 and 38.620 of the Bozeman Municipal Code. The standards listed within BMC 38.610 and 38.620 are not being changed with the proposed amendments and therefore, this criterion continues to be met.

2.c.vii. Avoids or minimizes dangers associated with natural hazards in the jurisdiction, as identified in 76-25-209.

Yes, the criterion is met. The recent adoption of the City of Bozeman's Unified Development Code in December 2025 was, at the time of adoption, found to satisfy the required criteria. No changes are proposed to the City regulations regarding the natural environment or natural hazards, specifically BMC 38.610 and 38.620 regarding wetland and watercourse standards, or BMC 38.600 Floodplain Regulations. Potential dangers associated with natural hazards

are identified and addressed at the time of site-specific development review through an associated planning application and/or building permitting process.

2.d. Preliminarily determine whether the proposed zoning regulation, map, or amendment results in new or increased impacts to or from local facilities, services, natural resources, natural environment, or natural hazards from those previously described and analyzed in the assessment conducted for the land use plan.

This criterion is met. The proposed amendments do not result in new or increased impacts to local facilities or services, natural resources, natural environments or natural hazards. The recent adoption of the City of Bozeman's Unified Development Code in December 2025 was, at the time of adoption, found to satisfy the required criteria. The parking amendments are to correct an editing oversight and will ensure continuation of existing standards to lessen impacts of travel demand by providing for parking. Therefore, considering the code as a whole, the standards listed in this criterion are not being changed with these amendments and therefore the standard continues to be met.

APPENDIX A - NOTICING AND PUBLIC COMMENT

Notice for text amendments must meet the standards of BMC 38.730. Notice for text amendments is by publication. Notice was published in the Bozeman Daily Chronicle on 5/23/2026, 6/06/2026, and a revised notice was published on 6/20/2026 and 6/27/2026. These notices contain all required elements. Notice was provided at least 15 business days before the public hearing conducted by the Community Development Board in their capacity as the Planning Commission, and not more than 45 days prior to the City Commission public hearing. Additional notice will be provided by inclusion of this item on agendas for the Community Development Board and City Commission public hearings.

> No public comments during the notice period regarding the proposed ordinance has been received as of the date this report was written.

APPENDIX B - APPLICANT INFORMATION AND REVIEWING STAFF

Applicant: City of Bozeman, PO Box 1230, Bozeman, MT 59771

Representative: Community Development, City of Bozeman, PO Box 1230, Bozeman, MT 59771

Report By: Chris Saunders, Community Development Manager

FISCAL EFFECTS

None at this time related to this Amendment.

ATTACHMENTS

The full application and file of record can be viewed digitally at the Community Development Department at 20 E. Olive Street, Bozeman, MT 59715, as well as digitally at https://www.bozeman.net/departments/community-development/planning/project-information-portal, select the "Project Documents Folder" link and navigate to application 26307.

Project documents are available at this direct link to the public Laserfiche archive for application 26307.

ORDINANCE _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA AMENDING SECTION 38.530.040 NUMBER OF VEHICLE PARKING SPACES REQUIRED, APPLICATION 26307.

WHEREAS, the City of Bozeman (the "City") has adopted land development and use standards to protect public health, safety and welfare and otherwise execute the purposes of Title 76, Chapter 25, Montana Code Annotated, the Montana Land Use Planning Act; and

WHEREAS, necessary adjustments to the text adopted under Ordinance 2025-12 to clarify the application of standards relating to parking in the B-3 zoning district were identified;

WHEREAS, after proper notice, the Community Development Board in their capacity as Planning Commission required by 76-25-104 MCA held a public hearing on June 15, 2026, to receive and review all written and oral testimony on the proposed amendments to Chapter 38, BMC; and

WHEREAS, after considering all matters the Community Development Board recommended 4-0 to the Bozeman City Commission that this Ordinance be approved; and

WHEREAS, after proper notice, the City Commission held a public hearing on July 14, 2026, to receive and review all written and oral testimony on the proposed land use regulations; and

WHEREAS, the City Commission at its public hearing on July 14 ,2026, considered all relevant materials submitted by the public, the recommendation of the Community Development Board, and the proposed Ordinance; and

WHEREAS, the City Commission has reviewed and considered the applicable criteria for adoption of land use regulations established in Montana Code Annotated §§76-25, the Montana

Land Use Planning Act and found that this Ordinance [is/is not] in compliance with the criteria; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA:

Section 1

Legislative Findings

The City Commission hereby makes the following findings in support of adoption of this Ordinance:

1. The City adopted a growth policy, the Bozeman Community Plan 2025, by Resolution 2025-71 to establish policies for development of the community including zoning;
2. The Bozeman Community Plan 2025, Chapter 5, sets forth the policies by which the City reviews and applies the criteria for amendment of zoning established in 76-25-304, MCA;
3. Zoning must be in accordance with an adopted land use plan;
4. The required public hearings were advertised as required in state law and municipal code and all persons have had opportunity to review the materials applicable to the application and provide comment prior to a decision and the notice advised of the regulatory nature of the amendments;
5. The Bozeman Planning Commission has been established as required in state law and conducted their required public hearing; and after consideration of application materials, staff analysis and report, and all submitted public comment recommended approval of the application.
6. The City Commission conducted a public hearing to provide all interested parties the opportunity to provide evidence and testimony regarding the proposed amendment prior to the City Commission acting on the application.
7. The City Commission considered the application materials, staff analysis and report, Planning Commission recommendation, all submitted public comment, and all other relevant information.
8. The City Commission determines that, as set forth in the staff report and incorporating the staff findings as part of their decision, the required criteria for approval of the proposed amendments have been satisfied and the proposed amendments are in substantial compliance with the adopted land use plan.

Section 2

That paragraph 38.530.040.C.5, Minimum required motor vehicle parking – Effective October 1, 2026, be amended as follows:

5. B-3 district.

1. Minimum and maximum requirements.

a. In the B-3 district, the minimum number of required spaces shown in Table 38.430.040-3 or Table 38.530.040-4 can be provided as an alternative to the number of spaces required in Table 38.530.040-1 or 38.530.040-2.

b. Parking spaces provided beyond the maximum shown in ~~Table 38.430.040-3~~ Table 38.530.040-4 must be provided in a parking structure.

c. The first 3,000 gross square feet of non-residential floor area within a building is not included in the calculation of minimum required parking. This floor area is included in the calculation of maximum parking.

Table 38.530.040-3

Use	Minimum Parking Spaces Required
General Residential	
Dwelling less than 1,200 sq. ft.	None
Dwelling 1,200 sq. ft. or greater	1 per dwelling
Deed restricted affordable housing – any size dwelling	None
Group Residential	
Community residential	0.75 per person of approved capacity
Assisted living facilities	None
Group living/cooperative household/fraternity and sorority	First 25 residents: 1 per resident; Each resident beyond 25: 0.9 per resident Fraternity and sorority: Five guest spaces

Lodginghouse	0.75 per person of approved capacity
Transitional and emergency housing	0.25 per person of approved capacity. Additional services and facilities to serve non-residents must provide parking in accordance with *Table 38.530.040-4*.

Table 38.530.040-4

Use	**Minimum Parking Spaces Required**	**Maximum Vehicle Surface Parking Spaces**
All lodging uses	0.6 per room (including accessory uses up to 20% of the building area)	1.2 per room (including accessory uses up to 20% of the building area)
All other uses	1 per 1,000 square feet of gross floor area	2 per 1,000 square feet of gross floor area

Section 3

Repealer.

All provisions of the ordinances of the City of Bozeman in conflict with the provisions of this ordinance are, and the same are hereby, repealed and all other provisions of the ordinances of the City of Bozeman not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4

Savings Provision.

This Ordinance does not affect the rights and duties that matured, penalties that were incurred or proceedings that were begun before the effective date of this Ordinance. All other provisions of the Bozeman Municipal Code not amended by this Ordinance shall remain in full force and effect.

Section 5

Severability.

That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof, other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Bozeman Municipal Code as a whole.

Section 6

Codification.

This Ordinance shall be codified as directed in Section 2.

Section 7

Effective Date.

This Ordinance shall be in full force and effect thirty (30) days after final adoption.

PROVISIONALLY ADOPTED by the City Commission of the City of Bozeman, Montana, on first reading at a regular session held on the _____ day of _____, 2026.

_____

JOEY MORRISON
Mayor

ATTEST:

_____

MIKE MAAS
City Clerk

FINALLY PASSED, ADOPTED AND APPROVED by the City Commission of the City of Bozeman, Montana on second reading at a regular session thereof held on the ___ of _____, 2026. The effective date of this ordinance is _____, __, 2026.

_____

JOEY MORRISON
Mayor

ATTEST:

_____

MIKE MAAS
City Clerk

APPROVED AS TO FORM:

_____

GREG SULLIVAN
City Attorney

BOZEMAN MT

Memorandum

REPORT TO: City Commission

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

SUBJECT: Ordinance Provisional Adoption for the 2026 Unified Development Code Housekeeping Amendments 1, to Amend Chapter 38 Unified Development Code, Bozeman Municipal Code, to Address Legacy Short Term Rentals in the RA district, Application 26307

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Ordinance

RECOMMENDATION: **Consider the motion:** *Having reviewed and considered the Project report, draft ordinances, public comment, recommendation from the Community Development Board, and all information presented, I hereby adopt the findings presented in the Short Term Rental project report for application 26307 and move to provisionally adopt {Ordinance Alternative 1 or Alternative 2}.*

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

BACKGROUND: The City adopted new development regulations in December 2026 to complete a Commission priority established in 2021. Two time sensitive necessary corrections have been identified.

Short term rentals (STR). During the development of the new regulations several zoning districts were combined. This consolidation overlapped with updates to the STR regulations in 2023 by Ordinance 2149. The merging of the two ordinances had an unintended outcome in the new RA district that caused some STR Type 2 to become non-conforming. State law and local code protect lawfully established non-conforming uses. Two unresolved issues are identified in the project report and two alternatives to address them have been provided.

Alternative One is to adopt an ordinance clarifying how the non-conforming Short Term Rental Type 2 in the RA district should be reviewed and managed over time. This approach does not modify the Unified Development Code but provides direction on STR management. STR type 2 in RA would remain unallowed. It is expected that over time the non-conforming STR would

cease operations as owners chose not renew annual permits or sold the property. This could occur over a very long time frame.

At the Community Development Board public hearing on June 1st, the Board recommended an alternative approach. This Alternative Two is to add Short Term Rental Type 2 as an accessory use in the RA district. STR in some form are accessory uses in all residential districts. Alternative Two amends the text of 38.300.020 to add STR Type 2 to RA and causes the existing STR to no longer be non-conforming. This edit allows future STR Type 2 to be reviewed and approved in accordance with the existing standards and procedures in 38.320.060.B.

Details of each alternative are in the attached ordinances. Further information, including a hyperlink to the Community Development Board meeting are provided in the attached project report.

UNRESOLVED ISSUES: There are two as identified in the Executive Summary of the attached project report.

ALTERNATIVES:

1. Select a preferred alternative approach and adopt the applicable ordinance as presented;
2. Direct revisions to the ordinance prior to adoption;
3. Do not adopt the ordinances; or
4. Request additional information and continue discussion on the ordinances.

FISCAL EFFECTS: No budgeted funds are affected with this action.

Attachments:
Project Report - 2026 Housekeeping Amendments 1 - STR, Application 26307.pdf
Ordinance - Allow STR Type 2 in RA Post UDC Update - Alternative 2.docx
Ordinance - STR Type 2 Post UDC Update - Alternative 1.docx

Report compiled on: June 25, 2026

26307 Project Report for the City of Bozeman Housekeeping Amendments 1-STR

Public Hearings:

Community Development Board – June 15, 2026

City Commission – July 14, 2026

Project Description: Amend the Bozeman Municipal Code (BMC) **Chapter 38** to address legacy short term rentals in the RA zoning district.

Project Location: The proposed ordinance is applicable city-wide in the RA zoning district per Chapter 38 – Unified Development Code (UDC).

Recommendation: Meets applicable criteria for approval.

Community Development Board Motion: Having reviewed and considered the Project report, draft ordinances, public comment, and all information presented, I hereby adopt the findings presented in the Project report for application 26307 and move to recommend approval of the amendments including to allow type 2 short term rentals in in the RA zone rather than grandfather those in.

City Commission Recommended Motion: Having reviewed and considered the Project report, draft ordinances, public comment, recommendation from the Community Development Board, and all information presented, I hereby adopt the findings presented in the Short Term Rental project report for application 26307 and move to provisionally adopt {Ordinance Alternative 1 or Alternative 2}.

Report: June 23, 2026

Staff Contact: Chris Saunders, Community Development Manager

Agenda Item Type: Action – Legislative

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EXECUTIVE SUMMARY

This report is based on the proposed ordinance text and public comment received to date.

Project Summary

The City adopted new development regulations in December 2026. Two time sensitive necessary corrections have been identified. First, legacy short term rentals (STR) which is the topic of this report. During the development of the new land development regulations several zoning districts were combined. This consolidation timing overlapped with updates to the STR regulations in 2023 by Ordinance 2149. The merging of the two ordinances had an unintended outcome in the new RA district that caused some STR to become non-conforming. For a map of RA district locations in the City, see Section 1 of this report. State law and local code protect lawfully established non-conforming uses. The proposed STR ordinance provides additional clarity on the management of non-conforming STR.

Second, motor vehicle parking in the B-3 zoning district which is addressed in a different report and ordinance.

The City Commission authorized the review of the code amendments on May 12, 2026. This report is focused on the amendments addressing the STR Type 2 issue. The amendments were separated into separate actions on B3 parking and legacy STR Type 2.

The staff drafted an ordinance for public review and comment which addressed how to procedurally manage the non-conforming status of STR Type 2 in RA. The Community Development Board at their public hearing suggested an alternate approach, see below for more details.

Due to the very different findings and amendments required to implement the two alternatives a separate ordinance transmitting the revisions to implement the Community Development Board's recommendation was prepared. The Commission must choose which alternative they wish to pursue and then adopt the applicable alternative ordinance.

Unresolved Issues

One ordinance for STR as written is focusing on addressing non-conforming STR in the RA district. The RA district does not presently allow Type 2 STR. The ordinance for STR as written provides for non-conforming protection for STR applications received prior to the effective date of the ordinance being considered at this time. An alternative would be to set the beginning of protection for only those applications received prior to the February 1, 2026 effective date of the UDC.

The Community Development Board recommended that Short Term Rentals, Type 2 be allowed as accessory uses in the RA district at their public hearing on June 15, 2026. Should the Commission accept this alternative then STR Type 2 will no longer be non-conforming.

Public Comment

Written public comment will be archived and available through the project folder in the City's Laserfiche archive. Comments provided orally at public meetings will be available through the recordings of those public meetings. Links to recordings of meetings will be added to this report as the review of the project moves forward. No public comment has been provided as of the date this report was written.

Community Development Board

The Community Development Board (CDB) conducted a public hearing on June 15, 2026; considering the draft document and public comments, and reviewing the required criteria for decision. After deliberation the CDB recommended that the ordinance be amended to authorize Short Term Rental, Type 2 be added to Table 38.300.020 as an Accessory Use in the RA district. Discussion of the amendments begins at 14:45 in the linked recording. Motion and discussion on the motion begins at 55:23 in the recording. The recommendation

passed 4-0 in favor with an amendment to the main motion supporting the language on non-conforming uses to also add support for including STR Type 2 in RA as an accessory use.

The Board considered that the circumstances of very low housing vacancy rates which informed earlier decisions on where short term rentals should be allowed had significantly changed. They stated that it was better to allow the opportunity, within the requirements of the use standards, for landowners to determine when it was desirable to have or not have an STR. The revised standards with increased emphasis on Type 2 primary residency was influential. They discussed that the merger of districts during the Unified Development Code update that created the RA district had generally increased allowance for use in the district and that it was consistent with this approach to also allow the RA district to have STR Type 2. STR Type 1 are already allowed in the RA district.

If the Commission chooses to not amend the use table to allow STR Type 2 in RA then they agree with the suggested wording alternative to allow lawful non-conforming STR Type 2 to continue and that the timing of this allowance should be connected to the effective date of the proposed ordinance.

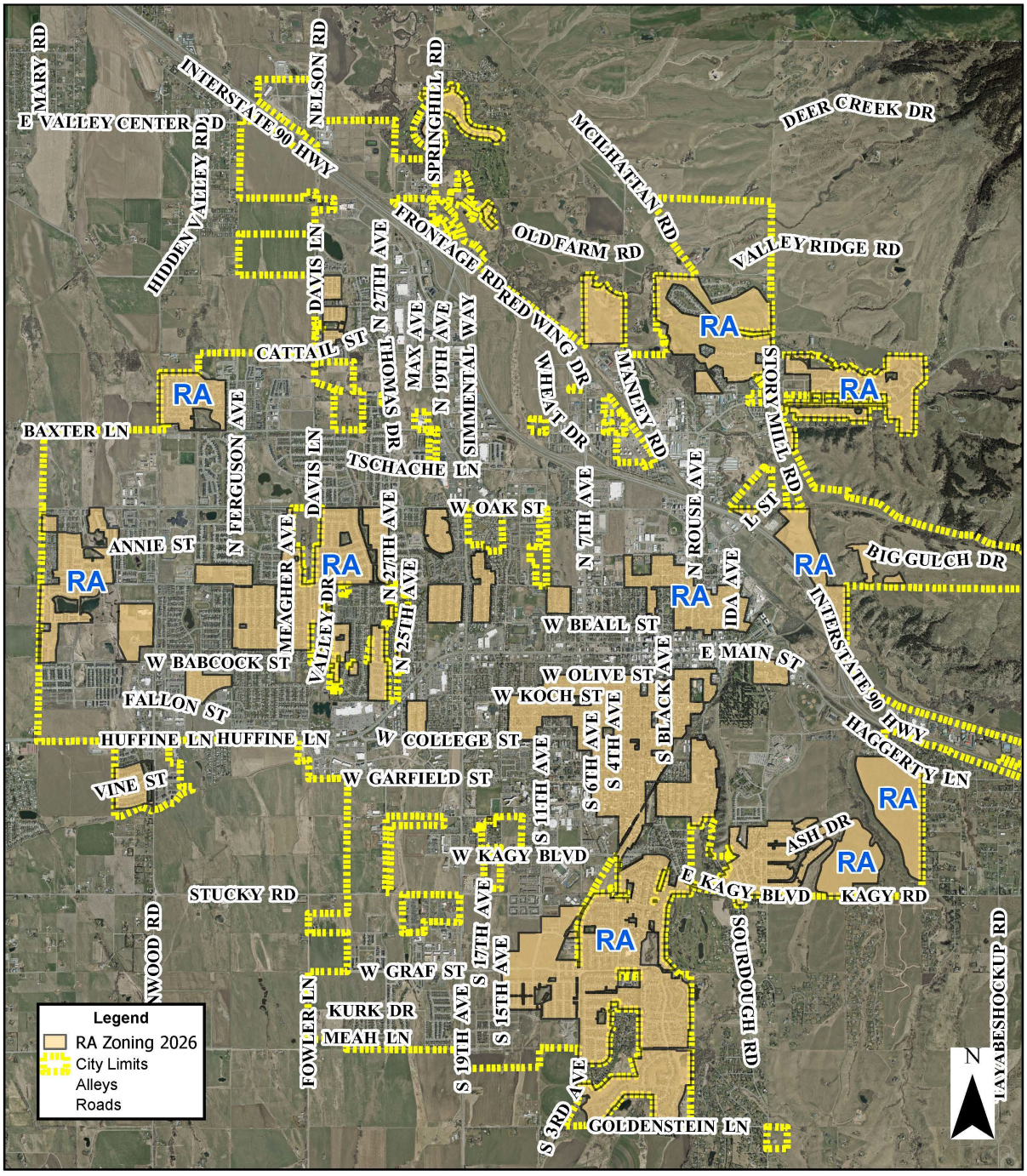
Staff concurs with the recommendation of the Community Development Board.

Alternatives

The City Commission has the following alternatives in deciding on the proposed amendments.

1. Select a preferred alternative approach and adopt the applicable ordinance as presented;
2. Direct revisions to the ordinance prior to adoption;
3. Do not adopt the ordinances; or
4. Request additional information and continue discussion on the ordinances.

SECTION 1 - MAPS



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

Revised: 6/16/2026

0 1,500 3,000 6,000 Feet

1:51,470

June 2026
RA Zoning with City Limits

BOZEMAN MT
Planning

SECTION 2 - RECOMMENDATION AND FUTURE ACTIONS

Having considered the criteria established for a text amendment, the Staff finds the amendments meet the minimum criteria for approval as proposed.

The Community Development Board in their capacity as the Planning Commission held a public hearing on June 15, 2026, at 6 pm. The recording of the hearing is available online. Discussion of the text amendment begins at 14:00 minutes in the recording, presentation by Staff regarding STR begins at 17:45 minutes in the recording, Motion and discussion on the motion begins at 55:23 in the recording.

The City Commission will hold a public hearing on the text amendment on July 14, 2026, at 6:00 p.m. and decide whether the proposed amendments should be adopted or not.

SECTION 3 - TEXT AMENDMENT STAFF ANALYSIS AND FINDINGS - ZONING

In considering applications for amendment approval under this title, the advisory boards and City Commission must consider the following criteria per MCA 76-25-304.2.c-2.d. As an amendment is a legislative action, the Commission has broad latitude to determine a policy direction.

A zone text amendment must be in accordance with the land use plan (criteria 2.c), accommodate needed housing types (criteria 2.c.i), contain five or more specific strategies to encourage development of housing (criteria 2.c.ii), reflect allowable uses and densities adequate to be served by public services (criteria 2.c.iii), allow sufficient area for existing, new or expanding commercial and industrial uses (criteria 2.c.iv), protect, minimize or avoid impacts and dangers to the natural environment (criteria 2.c.v-2.c.vii), and preliminary determine whether the amendment results in new or increased impacts to local facilities, services, natural resources, natural environment, or natural hazards previously analyzed in the assessment of the land use plan. Therefore, to approve a zone text amendment, the Commission must find that Criteria 2.c-2.d are met.

In determining whether the criteria and guidelines under state law are met, Staff considers the entire body of plans and regulations for land use and development. Standards which prevent or mitigate negative impacts are incorporated throughout the entire municipal code but are principally in Chapter 38, Unified Development Code. Division 38.770 of the UDC contains the process for completing text amendments and references the specific criteria of MCA 76-25-304(2) listed previously. The proposed text amendment follows all public hearing and notice requirements outlined within BMC 38.770.030.

The existing municipal code provisions addressing related topics to the Housekeeping Amendments 1 were, at the time of adoption, found to satisfy all the required criteria. As such,

the focus of this report is only on the amendments proposed. Unless shown as being edited in the draft ordinance, all existing standards stay as currently adopted. Where a finding of neutral is presented, it represents that the criteria or guideline has been considered and the change does not materially advance or detract from compliance. Therefore, a finding of neutral is not necessarily an indication of a deficiency in the proposed amendments or the existing standards.

Section 76-25-304, MCA Zoning Regulations Criteria

Zoning regulations must:

2.c. Be in substantial compliance with the land use plan.

Yes, the criterion is met. Both alternative proposed amendments are in substantial compliance with the growth policy. One alternative causes STR Type 2 in RA to no longer be non-conforming by making them an allowed use. The other provides procedures for managing non-conforming STR Type 2 in RA but does not change their status as allowed use. Either alternative resolves the uncertainty regarding this type of use which would be one of 36 special, principal, or accessory uses in the RA district.

As the growth policy provides a high-level vision and direction of how a community hopes to develop over time, it does not dictate uses or specific standards to the level of detail contained in this ordinance. However, it does identify issues and priorities for consideration with specific goals and objectives that are desired outcomes.

The Bozeman Community Plan 2025 (BCP2025), adopted in November 2025, establishes the City's policies for growth and regulation of land uses and development. It continues concepts and community priorities that were established in several prior growth policies and exactly carried forward goals and objectives initially adopted in 2020. Prior growth policies encouraged creation of development standards that supported predictable review processes and addressed areas of community concerns.

The following relevant goals and objectives included in the BCP2025 are supported by either alternative proposed amendments. As such, the draft ordinance includes specific standards that are in accordance with the BCP2025 and referenced below.

> *DCD-4.1 Implement a regulatory environment that supports the Community Plan goals: Ensure that the Planning Department is supported with the resources required to effectively implement this plan, to dedicate staff to long range and regional planning efforts, and to process development applications expeditiously.*

The correction relating to short term rentals is to resolve a conflict for non-conforming situations for existing short term rentals in the RA district. The initial findings relating to land use plan compliance contained in the ordinances which updated the overall regulatory structure for short term rentals remain applicable. The inclusion of STR Type 2 as an accessory use in the RA district will reduce administrative requirements in tracking non-

conforming uses and simplify review and decision on individual STR permits. Links to the two staff reports follow.

Ordinance 2131

Ordinance 2149

No element of either of the proposed ordinance alternatives affects the future land use map as the process amendments do not change land use designations or zoning district boundaries. Therefore, no analysis of correspondence to the future land use map is provided.

2.c.i. Accommodates the projected needed housing types identified in 76-25-206.

Criterion is met. The proposed amendments do not apply to this criterion. The City's standards regarding accommodating housing types are established through the City's zoning districts, which are not changed with these amendments. The proposed amendments do not change types of housing allowed in individual zoning districts, nor do they amend the zoning map. Short term rentals are an accessory use of otherwise approved dwellings. As an accessory use, they do not alter the number or type of housing provided. Dwellings may not be diverted to full time STR use. Therefore, there is no change to the project number of dwellings needed, types of housing authorized, or standards for construction of housing.

The recent adoption of the City of Bozeman's Unified Development Code in December 2025 was, at the time of adoption, found to satisfy the required criteria. Therefore, considering the code as a whole, the standards listed in this criterion are not being changed with these amendments and the criterion continues to be met.

2.c.ii. Contains five or more specific strategies from 76-25-302 to encourage the development of housing within the jurisdiction.

Criterion is met. The proposed amendments do not apply to this criterion. The City's authorization of housing types is established through the City's zoning districts, which are not changed with these amendments. The proposed amendments do not change principal or special uses allowed in individual zoning districts, nor do they amend the zoning map. Short term rentals remain an accessory use. Short term rentals are only authorized with an annual permit. If a person does not renew the permit then it expires and use of the dwelling for STR must stop. Short term rentals require that a dwelling be the primary dwelling of the person seeking the permit. Only in limited circumstances can a dwelling be used as an STR for more than 30% of the year.

The recent adoption of the City of Bozeman's Unified Development Code in December 2025 was, at the time of adoption, found to satisfy the required criteria. Therefore, considering the

code as a whole, the standards listed in this criterion are not being changed with these amendments and therefore the criterion continues to be met.

2.c.iii. Reflects allowable uses and densities in areas that may be adequately served by public safety, emergency, utility, transportation, education, and any other local facilities or services identified by the local government in 76-25-207.

Criterion is met. Listed public services are not expected to be materially affected as the use of property as an STR is an accessory use. Impacts of development are addressed with the initial evaluation of the dwelling.

Impacts of accessory uses are expected to be minor. Evaluation of where dwellings are allowed has been conducted with the overall code update and the impacts considered. The STR-related amendments focus on the method of reviewing and processing existing non-conforming STRs. Over time as property changes ownership or a license is not renewed per 38.320.060.B.8 it is expected that non-conforming STRs will terminate.

If the Commission determines it is better to allow STR Type 2 as an accessory use in RA district, then the existing units will no longer be non-conforming, and those issues will be resolved. Either way, the primary use as a dwelling will remain and demands for local services will remain largely the same as at the time of initial development review.

No impacts on this criterion are expected from this amendment.

2.c.iv. Allows sufficient area for existing, new, or expanding commercial, industrial, and institutional enterprises the local government has identified in 76-25-208 for targeted economic growth in the jurisdiction.

Yes, the criterion is met. The proposed amendments do not modify the zoning map. The zoning map approved by Ordinance 2151 on December 16, 2025, was found to meet this criterion. The RA district is a primarily residential district. The proposed amendments do not remove any commercial, industrial, or institutional enterprise from the table of uses. Therefore, considering the code as a whole, the standards listed in this criterion are not being changed with these amendments and therefore the criterion continues to be met.

2.c.v. Protects and maximizes the potential use of natural resources within the area, as identified in 76-25-209.

Yes, the criterion is met. Standards for the protection of the ability to develop natural resources are not being altered with this ordinance. The proposed amendments are not expanding any area or intensity of development. Impacts on the natural resource subjects are addressed at the time of site-specific development review. The standards listed within BMC

38.610 and 38.620 or other relevant sections are not being changed with the proposed amendments and therefore, this criterion continues to be met.

2.c.vi. Minimizes or avoids impacts to the natural environment within the area, as identified in 76-25-209.

Yes, this criterion is met. Standards for the protection of natural resources are not being altered with this ordinance. The existing municipal code contains specific permitting processes which must be reviewed in compliance with all City regulations, including the wetland and watercourse standards in Divisions 38.610 and 38.620 of the Bozeman Municipal Code. The standards listed within BMC 38.610 and 38.620 are not being changed with the proposed amendments and therefore, this criterion continues to be met.

2.c.vii. Avoids or minimizes dangers associated with natural hazards in the jurisdiction, as identified in 76-25-209.

Yes, the criterion is met. The recent adoption of the City of Bozeman's Unified Development Code in December 2025 was, at the time of adoption, found to satisfy the required criteria. No changes are proposed to the City regulations regarding the natural environment or natural hazards, specifically BMC 38.610 and 38.620 regarding wetland and watercourse standards, or BMC 38.600 Floodplain Regulations. Potential dangers associated with natural hazards are identified and addressed at the time of site-specific development review through an associated planning application and/or building permitting process.

2.d. Preliminarily determine whether the proposed zoning regulation, map, or amendment results in new or increased impacts to or from local facilities, services, natural resources, natural environment, or natural hazards from those previously described and analyzed in the assessment conducted for the land use plan.

This criterion is met. One alternative amendment addresses procedures for managing non-conforming STR. One alternative amendment may add an accessory use in one district. The Commission will select one of the two alternatives. A short term rental is an accessory use of a previously approved dwelling. Analysis of demands occurs during the review of the initial development of the dwelling.

Neither proposed amendment results in new or increased impacts to local facilities or services, natural resources, natural environments or natural hazards. The recent adoption of the City of Bozeman's Unified Development Code in December 2025 was, at the time of adoption, found to satisfy the required criteria. Therefore, considering the code as a whole, the standards listed in this criterion are not being changed with these amendments and therefore the standard continues to be met.

APPENDIX A - NOTICING AND PUBLIC COMMENT

Notice for text amendments must meet the standards of BMC 38.730. Notice for text amendments is by publication. Notice was published in the Bozeman Daily Chronicle on 5/23/2026, 6/06/2026, and a revised notice was published on 6/20/2026 and 6/27/2026. These notices contain all required elements. Notice was provided at least 15 business days before the public hearing conducted by the Community Development Board in their capacity as the Planning Commission, and not more than 45 days prior to the City Commission public hearing. Additional notice will be provided by inclusion of this item on agendas for the Community Development Board and City Commission public hearings.

> No public comments during the notice period regarding the proposed ordinance has been received as of the date this report was written.
>
> Sixteen public comments were submitted requesting the City Commission to address the non-conforming status of Type 2 STR in the RA district before the Commission gave direction for the amendment to be considered.

APPENDIX B - APPLICANT INFORMATION AND REVIEWING STAFF

Applicant: City of Bozeman, PO Box 1230, Bozeman, MT 59771

Representative: Community Development, City of Bozeman, PO Box 1230, Bozeman, MT 59771

Report By: Chris Saunders, Community Development Manager

FISCAL EFFECTS

None at this time related to this Amendment.

ATTACHMENTS

The full application and file of record can be viewed digitally at the Community Development Department at 20 E. Olive Street, Bozeman, MT 59715, as well as digitally at https://www.bozeman.net/departments/community-development/planning/project-information-portal, select the "Project Documents Folder" link and navigate to application 26307.

Project documents are available at this direct link to the public Laserfiche archive for application 26307.

ORDINANCE _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA AMENDING BOZEMAN MUNICIPAL CODE SECTION 38.300.020 – ALLOWED USE TABLE – TO ALLOW AS AN ACCESSORY USE SHORT TERM RENTAL TYPE 2 IN THE RA ZONING DISTRICT.

WHEREAS, the City of Bozeman (the "City") has adopted land development and use standards to protect public health, safety and welfare and otherwise execute the purposes of Title 76, Chapter 25, Montana Code Annotated, the Montana Land Use Planning Act; and

WHEREAS, pursuant to the Bozeman City Charter, in addition to authority to regulate short term rentals (STRs) conferred upon the City by the State of Montana, the City hereby relies upon its self-government powers; and

WHEREAS, the City has adopted regulations for STRs pursuant to Ordinance 1974 (effective December 1, 2017), Ordinance 2131 (effective August 11, 2023) and Ordinance 2149 (effective December 13, 2023); and

WHEREAS, on December 16, 2025, the City Commission adopted Ordinance 2025-12-2151, known as the Unified Development Code Update (UDC Update), which, among other actions, consolidated the R-S, R-1 and R-2 zoning districts into a new zoning designation of RA; and

WHEREAS, prior to the UDC Update, Type 1 Short Term Rentals (STR) were allowed as an authorized use in the R-S, R-1, and R-2 zoning districts and upon the effective date of Ordinance 2025-12-2151, Type 1 STRs were not listed as lawful uses in the RA zoning district. This unintended change was corrected through Bozeman City Attorney Codification Order 2026-01 on February 18, 2026; and

WHEREAS, prior to the UDC Update, Type 2 STRs were not authorized as a use in the R-S or R-1 districts, but were an authorized use in the R-2 district and upon the effective date of Ordinance 2025-12-2151, Type 2 STRs were not listed as lawful uses in the RA zoning district; and

WHEREAS, the City Commission did not intend to disallow lawfully existing Type 2 STRs from continuing lawful operation after the adoption of the UDC Update; and

WHEREAS, to remedy the unintended prohibition on Type 2 STRs in the RA zoning district, the Commission intends to allow Type 2 STRs in the RA zoning district, which expands the use of Type 2 STRs beyond what was allowed under the Unified Development Code prior to the UDC Update; and

WHEREAS, after proper notice, the Community Development Board in their capacity as Planning Commission required by 76-25-104, MCA held a public hearing on June 15, 2026, to receive and review all written and oral testimony on the proposed amendments to Chapter 38, BMC; and

WHEREAS, the Community Development Board considered an Ordinance declaring as lawful, non-conforming uses those Type 2 STRs that were lawfully operating prior to the effective date of the UDC Update. After considering all matters the Community Development Board recommended an alternate solution to the Bozeman City Commission. The Board recommends the City Commission adopt an Ordinance that allows Type 2 STRs as an accessory use in the RA zoning district. This Ordinance was drafted to carry forward the recommendation of the Community Development Board for consideration by the Bozeman City Commission on July 14, 2026; and

WHEREAS, after proper notice, the City Commission held a public hearing on July 14, 2026, to receive and review all written and oral testimony on this Ordinance; and

WHEREAS, the City Commission at its public hearing on July 14,2026, considered all relevant materials submitted by the public, the recommendation of the Community Development Board, and the proposed Ordinance; and

WHEREAS, the City Commission has reviewed and considered the applicable criteria for adoption of land use regulations established in Montana Code Annotated §§76-25, the Montana Land Use Planning Act and found this Ordinance is in compliance with the criteria.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA:

Section 1

Section 38.300.020 – Allowed use table is amended to read as follows. Edits are shown in red with the "–" in the first column for the RA zoning district struck next to Short Term Rentals Type 2 and replaced with "A" as shown below:

Sec. 38.300.020. - **Allowed use table.**

	RESIDENTIAL				COMMERCIAL & MIXED USE							INDUSTRIAL				
Use	R-A	R-B	R-C	R-D	B-1	B-2	B-2M	B-3	B-3C	REMU	NEHMU	B-P	M-1	M-2	PLI	Use Standard
General Residential																
Single-unit dwelling	P	P	P	P	—	—	—	—	—	P	P	—	—	—	—	
Two-unit dwelling	P	P	P	P	—	—	—	—	—	P	P	—	—	—	—	
Three-unit dwelling	P*	P	P	P	—	—	—	—	—	P	P	—	—	—	—	*38.320.030.A*
Four-unit dwelling	P*	P	P	P	—	—	—	—	—	P	P	—	—	—	—	*38.320.030.A*
Multi-unit dwelling	—	P*	P*	P	P*	P*	P	P	P*	P	P	P*	P*	—	—	*38.320.030.B*
Townhouse/rowhouse	P*	P*	P*	P*	P*	S*	P*	P*	—	P*	P*	P*	—	—	—	*38.320.030.C*

Group Residential																
Community residential																
Up to 8 residents	P	P	P	P	P	P	P	P	P*	P	P	P	—	—	—	*38.320.040.A*
9 or more residents	S	P	P	P	—	S	S	—	—	P	—	S	—	—	—	
Cooperative household	P	P	P	P	—	—	—	—	—	P	S	—	—	—	—	
Group living	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	—	—	—	*38.320.040.B*
Lodging house	S	S	P	P	—	S	S	S	S*	P	—	—	—	—	—	*38.320.040.C*
Recreational vehicle park	S*	S*	—	—	—	—	—	—	—	—	—	—	—	—	—	*38.320.040.D*
Transitional & emergency housing	S*	S*	S*	S*	—	S*	S*	S*	S*	S*	S*	S*	S*	—	S*	*38.320.040.E*
Recreation, Culture & Entertainment																
Adult business	—	—	—	—	—	—	—	—	—	—	—	—	P*	P*	—	*38.320.050.A*
Amusement & recreation	—	—	—	—	—	P	P	—	—	—	P	—	P	S	—	
Arts & entertainment center	—	—	—	—	P	P	P	P	P	P*	P	—	—	—	P	*38.320.050.B*
Casino	—	—	—	—	—	—	—	—	—	—	—	—	S	S	—	
Community center	P	P	P	P	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	*38.320.050.C*
Golf course	S	S	—	—	—	—	—	—	—	—	—	—	—	—	—	
Private schools, K-12	S	S	S	S	—	—	—	—	—	—	—	—	—	—	—	
Lodging																
Bed & breakfast	S	S	P	P	—	—	—	—	—	P	S	—	—	—	—	
Hotel/motel	—	—	—	—	—	P	P	P	P	P*	P	P	P	P	—	*38.320.060.A*
Public, Government & Regional																
Business, trade, technical or vocational school	—	—	—	—	P*	P	P	P	—	P	P	P	P	P	P	*38.320.070.A*
Cemetery	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	

KEY P = Permitted as a principal use A = Permitted as an accessory use;
S = Special use approval required * = Use standards apply — = Use Not allowed

Use	RESIDENTIAL				COMMERCIAL & MIXED USE							INDUSTRIAL				Use Standard
	R-A	R-B	R-C	R-D	B-1	B-2	B-2M	B-3	B-3C	REMU	NEHMU	B-P	M-1	M-2	PLI	
Essential services																
Type II	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	*38.320.070.B*
Type III	S*	S*	S*	S*	S*	P*	P*	S*	S*	S*	P*	P*	P*	P*	P*	*38.320.070.B*
Meeting hall	—	—	—	—	—	P	P	P	—	P	—	—	—	—	—	
Production manufacturing & generation (electric/gas)	—	—	—	—	—	—	—	—	—	—	—	—	—	S	P	
Public institution	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P*	*38.320.070.C*
Public building/publicly owned land used for a park, playground or open space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Solid waste transfer station	—	—	—	—	—	—	—	—	—	—	—	—	—	S	P	
Solid waste landfill	—	—	—	—	—	—	—	—	—	—	—	—	—	—	S	
Truck, bus or rail terminal	—	—	—	—	—	—	—	—	—	—	P	—	P	P	P	
Personal & General Service																
Animal shelter	—	—	—	—	—	—	—	—	—	—	S	—	S	S	P	
Automobile washing	—	—	—	—	—	P	P	S	—	S	P	—	P	P	—	
Daycare center	P	P	P	P	P	P	P	P	P*	P	P	P	S	S	P	*38.320.080.A*
General service	—	P*	P*	P*	P*	P	P	P	P	P	P	P*	P	S	—	*38.320.080.B*
Health & exercise	—	P*	P*	P*	P*	P	P	P	P	P	P	S*	P	P	—	*38.320.080.C*
Medical/dental office, clinic	—	—	S*	S*	P*	P	P	P	—	P	P	P	P	P	—	*38.320.080.D*
Mortuary	—	—	—	—	—	S	S	S	—	—	—	—	—	—	—	
Office	—	—	S*	S*	P*	P	P	P	P	P	P	P	P	P	—	*38.320.080.E*
Personal service	—	P*	P*	P*	P*	P	P	P	P	P	P*	P*	P*	P*	—	*38.320.080.F*
Truck, bus repair, washing, & fueling	—	—	—	—	—	—	—	—	—	—	S	—	S	P	P	
General Retail																
Alcohol sales, on-premise consumption	—	—	—	—	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	—	*38.320.090.A*
Automobile fuel sales/ repair	—	—	—	—	S*	S*	S*	S*	—	S*	P*	—	P*	P*	—	*38.320.090.B*
Convenience use	—	—	—	—	—	P*	P*	P*	—	P*	P*	—	—	—	—	*38.320.090.C*
Heavy retail and service establishment	—	—	—	—	—	P	S	S	—	S	P	—	P	P	—	
Restaurant	—	—	P*	P*	P*	P	P	P	P	P	P*	P*	P*	P*	—	*38.320.090.D*

KEY P = Permitted as a principal use A = Permitted as an accessory use;
S = Special use approval required * = Use standards apply — = Use Not allowed

	RESDIDENTIAL				COMMERCIAL & MIXED USE							INDUSTRIAL				
Use	R-A	R-B	R-C	R-D	B-1	B-2	B-2M	B-3	B-3C	REMU	NEHMU	B-P	M-1	M-2	PLI	Use Standard
Retail																
Less than 40,000 sf GFA	—	—	P*	P*	P*	P	P	P	P	P	P/S*	P*	S*	S*	—	*38.320.090.E*
40,000 sf and over GFA	—	—	—	—	P*	P*	P*	P*	P*	—	—	—	—	—	—	*38.320.090.E*
Industrial & Wholesale																
Junk salvage/automobile reduction/salvage yard	—	—	—	—	—	—	—	—	—	—	—	—	—	S	—	
Manufacturing																
Artisan	—	—	—	—	P	P	P	P	P	P	P	P	P	P	—	
Light	—	—	—	—	—	S	S	S	—	P	P	P*	P*	P	—	*38.320.100.A*
Moderate	—	—	—	—	—	S	S	—	—	—	P	P	P	P	—	
Heavy	—	—	—	—	—	—	—	—	—	—	—	—	S	P	—	
Outside storage	—	—	—	—	—	—	—	—	—	—	—	—	P	P	P	
Warehousing	—	—	—	—	—	—	—	—	—	—	P	—	P	P	—	
Warehousing, mini storage	—	—	—	—	—	—	—	—		—	P*	—	P*	P*	—	*38.320.100.B*
Agriculture																*38.320.110*
Community garden	P*	P*	P*	P*	P*	P*	P	P	P	P	P	P	P	P	P	*38.320.110.A*
Urban farm	P	—	—	—	P	P	P	P	P	P	P	P	P	P	P	*38.320.110*
Accessory																
Accessory buildings, uses and equipment	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	*38.320.120.A*
Accessory dwelling unit	A*	A*	A*	A*	—	—	—	—	—	A*	A*	—	A*	A*	—	*38.320.120.B*
Daycare center	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Essential services: Type I	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	*38.320.070.E*
Family/group day care	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Farm stand	A*	A*	A*	A*	—	—	—	—	—	—	A*	—	—	—	A*	*38.320.120.C*
Greenhouse	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	*38.320.120.D*
Home-based business	A*	A*	A*	A*	A	A	A	A	A	A	A	A	A	A	—	*38.320.120.F*
Outdoor sales and display	—	—	—	—	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	—	*38.320.120.G*
Outside storage	—	—	—	—	—	A	A	—	—	—	A	A	A	A	A	
Refuse & recycling containers	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Short term rental																
Type 1*	A	A	A	A	—	A	A	A	A	A	A	—	—	—	—	*38.320.060.B*
Type 2*	—A	A	A	A	—	A	A	A	A	A	A	—	—	—	—	*38.320.060.B*
Temporary buildings and yards incidental to construction work	A	A	A	A	—	—	—	—	—	—	A	A	A	A	—	

KEY P = Permitted as a principal use A = Permitted as an accessory use;
S = Special use approval required * = Use standards apply — = Use Not allowed

Use	RESIDENTIAL				COMMERCIAL & MIXED USE							INDUSTRIAL				Use Stan
	R-A	R-B	R-C	R-D	B-1	B-2	B-2M	B-3	B-3C	REMU	NEHMU	B-P	M-1	M-2	PLI	
Temporary sales & office building	A	A	A	A	—	—	—	—	—	—	—	—	—	—	—	
Other uses, buildings & structures typically accessory to allowed uses	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	

KEY P = Permitted as a principal use A = Permitted as an accessory use;
S = Special use approval required * = Use standards apply — = Use Not allowed

Section 2

Authority to Implement.

The Bozeman City Attorney is hereby authorized to take any action necessary to conform the Bozeman Municipal Code to Section 1. The Director of Community Development may adopt rules or an administrative interpretation to implement the provisions of Section 1.

Section 3

Repealer.

All provisions of the ordinances of the City of Bozeman in conflict with the provisions of this ordinance are, and the same are hereby, repealed and all other provisions of the ordinances of the City of Bozeman not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4

Savings Provision.

This Ordinance does not affect the rights and duties that matured, penalties that were incurred or proceedings that were begun before the effective date of this Ordinance. All other provisions of the Bozeman Municipal Code not amended by this Ordinance shall remain in full force and effect.

Section 5

Severability.

That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof, other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Bozeman Municipal Code as a whole.

Section 6

Codification.

Section 1 shall amend the existing code and be codified as indicated in this Ordinance.

Section 7

Effective Date.

This Ordinance shall be in full force and effect thirty (30) days after final adoption.

PROVISIONALLY ADOPTED by the City Commission of the City of Bozeman, Montana, on first reading at a regular session held on the _____ day of _____, 20__.

_____

JOEY MORRISON
Mayor

ATTEST:

_____

MIKE MAAS
City Clerk

FINALLY PASSED, ADOPTED AND APPROVED by the City Commission of the City of Bozeman, Montana on second reading at a regular session thereof held on the ___ of _____, 20__. The effective date of this ordinance is _____, __, 20__.

_____

JOEY MORRISON
Mayor

ATTEST:

_____

MIKE MAAS
City Clerk

APPROVED AS TO FORM:

_____

GREG SULLIVAN
City Attorney

ORDINANCE _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA DECLARING CERTAIN TYPE 2 SHORT-TERM RENTAL USES TO BE LAWFUL NON-CONFORMING USES AND RECOGNIZING NOTHING IN THIS ORDINANCE SUPERSEDES SECTION 8 OF ORDINANCE 1974 OR SECTION 7 OF ORDINANCE 2149.

WHEREAS, the City of Bozeman (the "City") has adopted land development and use standards to protect public health, safety and welfare and otherwise execute the purposes of Title 76, Chapter 25, Montana Code Annotated, the Montana Land Use Planning Act; and

WHEREAS, pursuant to the Bozeman City Charter, in addition to authority to regulate short term rentals (STRs) conferred upon the City by the State of Montana, the City hereby relies upon its self-government powers; and

WHEREAS, the City has adopted regulations for STRs pursuant to Ordinance 1974 (effective December 1, 2017), Ordinance 2131 (effective August 11, 2023) and Ordinance 2149 (effective December 13, 2023); and

WHEREAS, on December 16, 2025, the City Commission adopted Ordinance 2025-12-2151, known as the Unified Development Code Update (UDCU), which, among other actions, consolidated the R-S, R-1 and R-2 zoning districts into a new zoning designation of RA; and

WHEREAS, prior to the UDCU, Type 2 Short Term Rentals (STR) were not authorized as a use in the R-S or R-1 districts, but were an authorized use in the R-2 district and upon the effective date of Ordinance 2025-12-2151, Type 2 STRs were not listed as lawful uses in the RA zoning district; and

WHEREAS, the City Commission desires to allow any lawfully existing Type 2 STRs prior to the effective date of Ordinance 2025-12-2151 (February 1, 2026), or STRs for which a complete application was submitted to the City for review prior to the effective date of this ordinance, to continue to operate in the RA zoning district as long as all other requirements of

the Bozeman Municipal Code (BMC) are met and the STR host continues to obtain an annual hosting permit pursuant to Chapter 38, BMC; and

WHEREAS, the Commission desires to continue to recognize as lawful the STRs authorized pursuant to Section 8 of Ordinance 1974 and Section 7 of Ordinance 2149 as long as a host continues to comply with all requirements of said Ordinances and in doing so the Commission determines this Ordinance does not affect the lawful non-conforming status of any existing STR authorized pursuant to said ordinances; and

WHEREAS, pursuant to 38.320.060.B.8.j, BMC, all STR hosts in the City, even those authorized pursuant to Section 1 of this Ordinance, must annually renew their hosting permit to operate; as such, the Commission determines failure of a host to renew their hosting permit for the subject property prior to the expiration date of the annual permit shall result in a STR recognized as lawful non-conforming by this Ordinance no longer being considered a lawful non-conforming use; and

WHEREAS, after proper notice, the Community Development Board in their capacity as Planning Commission required by 76-25-104, MCA held a public hearing on June 15, 2026, to receive and review all written and oral testimony on the proposed amendments to Chapter 38, BMC; and

WHEREAS, after considering all matters the Community Development Board recommended to the Bozeman City Commission this Ordinance _____; and

WHEREAS, after proper notice, the City Commission held a public hearing on _____, 2026, to receive and review all written and oral testimony on this Ordinance; and

WHEREAS, the City Commission at its public hearing on _____ ,2026, considered all relevant materials submitted by the public, the recommendation of the Community Development Board, and the proposed Ordinance; and

WHEREAS, the City Commission has reviewed and considered the applicable criteria for adoption of land use regulations established in Montana Code Annotated §§76-25, the Montana Land Use Planning Act and found this Ordinance is in compliance with the criteria.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA:

Section 1

A Type 2 STR with an active permit operating lawfully prior to February 1, 2026 and located in the RA zoning district, is eligible to receive an annual permit after February 1, 2026 to operate as a "Legacy Type 2 RA STR".

To qualify a short term rental as a Legacy Type 2 RA STR, a host must comply with the following:

A. Prior to the expiration of a current Type 2 permit and on an annual basis thereafter, a host must apply to renew the annual permit, pay all applicable application fees, and be fully in compliance with all other requirements of 38.320.060.B.8.a-c and 38.320.060.B.8.e-i, BMC, and any subsequent amendments to Chapter 38, BMC;
B. To continue to remain eligible to qualify for a Legacy Type 2 RA STR permit for every subsequent year, a short-term rental permit must not expire. If in any permit year the host of a Legacy Type 2 RA STR fails to renew the annual permit prior to the permit's expiration, then, upon the expiration of the permit, the property is no longer eligible to be used as a Legacy Type 2 RA STR;
C. A person who seeks to qualify for a Legacy Type 2 RA STR who submits a complete application, pursuant to the requirements of section 38.320.060.B.8.b, for a Legacy Type 2 RA STR prior to the effective date of this Ordinance is eligible to be considered a Legacy Type 2 RA STR if the permit is approved, notwithstanding that the permit may be issued no longer than 180 days after the effective date of this Ordinance to allow completion of final issuance of the state tax registration number, completion of safety inspections, and approval of a health department public accommodations.
D. If the review authority determines a current Legacy Type 2 RA STR permit is forfeit for any reason including but not limited to a change in the status of the host, pursuant to 38.320.060.B.8.h, BMC, the property is no longer eligible to be used as a Type 2 short term rental and will forfeit its status as a Legacy Type 2 RA STR.
E. If the review authority revokes a Legacy Type 2 RA STR permit pursuant to 38.320.060.B.11, the property is no longer eligible to be used as a Type 2 short term rental and will no longer be considered a Legacy Type 2 RA STR.
F. Legacy Type 2 short term rental hosts are subject to all violation and enforcement provisions in 38.320.060.B.11, BMC.
G. Conversion of a Type 2 short term rental. A Legacy Type 2 RA STR may convert to a Type 1 short term rental authorized by and in compliance with section 38.320.060,

BMC. After a Legacy Type 2 RA STR converts to a Type 1 short term rental, it is no longer eligible to be considered a Legacy Type 2 RA STR.

H. Unlawful Type 2 short term rentals must cease operation. Type 2 short term rentals operating unlawfully after the effective date of this Ordinance are not eligible to receive an annual permit or continue operating a Type 2 short term rental and will not be eligible to operate a Legacy Type 2 RA STR.

I. A person who is denied Legacy Type 2 RA STR status by the review authority must follow the procedures in 38.320.060.B.11.b, BMC, prior to filing an appeal pursuant to 38.760.030, BMC.

Section 2

Authority to Implement.

The Bozeman City Attorney is hereby authorized to take any action necessary to conform the Bozeman Municipal Code to Section 1. The Director of Community Development may adopt rules or an administrative interpretation to implement the provisions of Section 1.

Section 3

Repealer.

All provisions of the ordinances of the City of Bozeman in conflict with the provisions of this ordinance are, and the same are hereby, repealed and all other provisions of the ordinances of the City of Bozeman not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4

Savings Provision.

This Ordinance does not affect the rights and duties that matured, penalties that were incurred or proceedings that were begun before the effective date of this Ordinance. All other provisions of the Bozeman Municipal Code not amended by this Ordinance shall remain in full force and effect.

Section 5

Severability.

That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect

the validity of this Ordinance as a whole, or any part or provision thereof, other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Bozeman Municipal Code as a whole.

Section 6

Codification.

This Ordinance shall not be codified but shall be kept by the City Clerk and entered into a disposition list with all other ordinances of the City.

Section 7

Effective Date.

This Ordinance shall be in full force and effect thirty (30) days after final adoption.

PROVISIONALLY ADOPTED by the City Commission of the City of Bozeman, Montana, on first reading at a regular session held on the _____ day of _____, 20__.

_____

JOEY MORRISON
Mayor

ATTEST:

_____

MIKE MAAS
City Clerk

FINALLY PASSED, ADOPTED AND APPROVED by the City Commission of the City of Bozeman, Montana on second reading at a regular session thereof held on the ___ of _____, 20__. The effective date of this ordinance is _____, __, 20__.

_____

JOEY MORRISON
Mayor

ATTEST:

_____

MIKE MAAS
City Clerk

APPROVED AS TO FORM:

_____

GREG SULLIVAN
City Attorney

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Taylor Lonsdale, Transportation Engineer
Nicholas Ross, Director of Transportation and Engineering

SUBJECT: A Resolution Changing the Name of Thomas Drive to North 27th Avenue

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: **Consider the Motion:** *After incorporating the information in the staff report, oral findings made by the Commission during the public hearing, information contained in the proposed resolution, and after considering all protests and public comment, I move to adopt the Resolution renaming Thomas Drive to North 27th Avenue.*

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

BACKGROUND: City of Bozeman Resolution 3628 Adopting a Rule of Procedure for the Change of Name of Streets and the Discontinuance, Abandonment or Vacation of Streets or Alleys outlines the process for changing the name of a street.

The Department of Transportation and Engineering has previously submitted a petition to change the name of Thomas Drive to North 27th Avenue. Bozeman City Commission previously approved Resolution 2026-44 establishing the intent to change the street name and scheduling the regular session of the City Commission on Tuesday, July 14, 2026 as the time and place where and when the City Commission will hear all objections to changing the name of Thomas Drive to North 27th Avenue. The Notice of Intent has been publicly noticed as required in Montana Code Annotated.

The City is currently under construction of a capital improvement project to connect North 27th from Baxter to Cattail which includes Thomas Drive in the current alignment on N 27th. It is City policy for all new streets to assume the name of the street with which it aligns unless the street does not and cannot in the future connect to an existing street segment along the alignment. Changing the name of Thomas Drive will bring the street segment into compliance with City policy and prevent directional confusion incurred by a small segment of a continuous street holding a separate name. Transportation and Engineering staff completed review of the street name change and recommend changing the name of Thomas Drive to North 27th

Avenue. The attached memo shall be considered the Engineering Staff Report as required by Resolution 3628.

At the time of preparation of the staff report and this memo, NO objections have been received from affected property owners and one protest was filed with the City Clerk requesting to keep the original name of Thomas Drive to maintain memorable identity. Staff concludes that there is no detriment to public health and safety from changing the name of Thomas Drive to North 27th Avenue.

UNRESOLVED ISSUES: None.

ALTERNATIVES: Do not adopt the resolution.

FISCAL EFFECTS: None

Attachments:
Resolution 2026-44 Intent to rename Thomas Drive to N 27th Ave
Notice of Intent - Thomas Dr to North 27th Ave
Thomas Drive to N 27th Ave - Exhibit A
Final Staff Report - Thomas Dr to North 27th Ave.pdf
Resolution ___ Renaming Thomas Drive to North 27th Avenue.docx

Report compiled on: June 29, 2026

Docusign Envelope ID: 8D427170-42FD-82F3-8264-F73F1C3E4906

RESOLUTION #2026-44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CHANGE THE NAME OF THOMAS DRIVE TO NORTH 27TH AVENUE IN THE CITY OF BOZEMAN, MONTANA.

WHEREAS it is City policy for all new streets to assume the name of the street with which it aligns unless the street does not and cannot in the future connect to an existing street segment along the alignment.

WHEREAS changing the name of Thomas Drive will bring the street segment into compliance with City policy.

WHEREAS changing the name of Thomas Drive will provide continuity and consistency for emergency response agencies, public services, and residents.

WHEREAS, it appears to the City Commission, based on the staff report submitted, that the subject street name can be changed without detriment to the public interests; and

WHEREAS it appears to the City Commission to be in the best interests of the City of Bozeman, and the inhabitants therein, that said Thomas Drive be changed to North 27th Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, to wit:

It is hereby declared to be the intention of the City Commission of the City of Bozeman, Montana, to change Thomas Drive to North 27th Avenue, said street being located:

> Along the west side of Lot 3 Remainder of Minor Subdivision 210, between Cattail Street and Baxter Lane, in Section 35, Township 1 South, Range 5 East, as shown on attached Exhibit A.

That the Clerk of the Commission of the City of Bozeman is hereby directed to publish notice in Bozeman Daily Chronicle per Section 7-1-4127, Montana Code Annotated, and mail notice to the affected property owners, which notice shall state the time and place at which objections will be heard.

Docusign Envelope ID: 8D427170-42FD-82F3-8264-F73F1C3E4906

On July 14, 2026, at 6:00 p.m., in the Commission Room of City Hall, 121 N Rouse Ave, Bozeman, Montana, the City Commission of the City of Bozeman will conduct a public hearing regarding changing the name of Thomas Drive to North 27th Avenue. This is the time that the Commission will hear all objections to the re-naming of said street.

Written protests pertaining to the renaming of Thomas Drive to North 27th Avenue may be filed by an owner of real property who would be affected by the change. Such protests must be delivered to the City Clerk at the City Hall, 121 N Rouse Ave, Ste 200, Bozeman, MT not later than 5:00 p.m., MST., on Monday, July 6, 2026.

Further information regarding the proposed change, or other matters in respect thereof, may be obtained from the City Engineer, PO Box 1230, Bozeman, MT 59771, or by telephone at (406)582-2280.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 2nd day of June 2026.

Signed by:
F93F93C9F2AB497...
JOEY MORRISON
Mayor

ATTEST:

DocuSigned by:
Mike Maas
F41F922095AB475...
MIKE MAAS
City Clerk

Signed by:

APPROVED AS TO FORM:

Signed by:
Greg Sullivan
81F9046BAABD403...
GREG SULLIVAN
City Attorney

Docusign Envelope ID: 8D427170-42FD-82F3-8264-F73F1C3E4906

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Bozeman, Montana (the "City") hereby certify that the attached resolution is a true copy of Resolution #2026-44 entitled: "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CHANGE THE NAME OF THOMAS DRIVE TO NORTH 27TH AVENUE IN THE CITY OF BOZEMAN, MONTANA." (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a meeting on June 2, 2026, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed. I further certify that, upon vote being taken on the Resolution at said meeting, the following Commissioners voted in favor thereof: Morrison, Fischer, Madgic, Bode, Sweeney voted against the same: _____ abstained from voting thereon: _____ or were absent: _____

WITNESS my hand officially this 2nd day of June, 2026.

Signed by:

DocuSigned by:
Mike Maas
F41F922095AB475...

MIKE MAAS
City Clerk

Docusign Envelope ID: 8D427170-42FD-82F3-8264-F73F1C3E4906

NOTICE OF PASSAGE OF RESOLUTION OF INTENTION TO CHANGE THE NAME OF THOMAS DRIVE TO NORTH 27th AVENUE IN THE CITY OF BOZEMAN, MONTANA.

NOTICE IS HEREBY GIVEN that on June 2, 2026, the City Commission (the "Commission") of the City of Bozeman, Montana (the "City"), adopted Resolution #2026-44, a Resolution of Intention to change the street name of Thomas Drive to North 27th Avenue. You are receiving this notice because you are considered an owner of real property within the area affected by the street name change.

NOTICE IS FURTHER GIVEN that a complete copy of said Resolution #2026-44 is on file in the office of the City Clerk, 121 N Rouse Ave., Ste 200, Bozeman, Montana, and is subject to inspection of all persons interested. The Resolutions and accompanying exhibits may be also viewed on the City's website at http://www.bozemanmt.gov/. .

On July 14, 2026, at 6:00 p.m., in the Commission Room of City Hall, 121 North Rouse Avenue, Bozeman, Montana, the City Commission will conduct a public hearing regarding adoption of Resolution renaming Thomas Drive to North 27th Avenue and pass upon all written protests regarding the renaming.

Written protests regarding the changing the name of Thomas Drive to North 27th Avenue may be filed by an owner of real property whose property in the area to be affected by the street name change. Such protests must be delivered to the City Clerk at the City Hall, 121 North Rouse Avenue, Suite 200, Bozeman, Montana not later than 5:00 p.m., MST., on Monday, July 6, 2026.

Further information regarding the proposed change or other matters in respect thereof may be obtained from the City Engineer, PO Box 1230, Bozeman, Montana, 59771 or by telephone at (406) 582-2280.

Docusign Envelope ID: 8D427170-42FD-82F3-8264-F73F1C3E4906

NOTICE OF INTENT TO CHANGE THE NAME
OF THOMAS DRIVE TO NORTH 27th AVENUE IN THE CITY OF BOZEMAN, MONTANA.

NOTICE IS HEREBY GIVEN that, at its regular meeting held on June 2, 2026, the City Commission of the City of Bozeman, Montana, duly and regularly passed and adopted Commission Resolution #2026-44, entitled:

COMMISSION RESOLUTION #2026-44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CHANGE THE NAME OF THOMAS DRIVE TO NORTH 27TH AVENUE IN THE CITY OF BOZEMAN, MONTANA.

NOTICE IS HEREBY FURTHER GIVEN that Tuesday, the 14th day of July 2026, at 6:00 p.m. in the Commission Meeting Room, City Hall, 35 N. Rouse Avenue, Bozeman, Montana, is designated as the time and place to hear objections to the renaming of the street, more particularly described in the Resolution of Intention, and is the time and place for any person affected by the proposed renaming to appear and object, if they wish to do so.

DATED this 2nd day of June 2026.

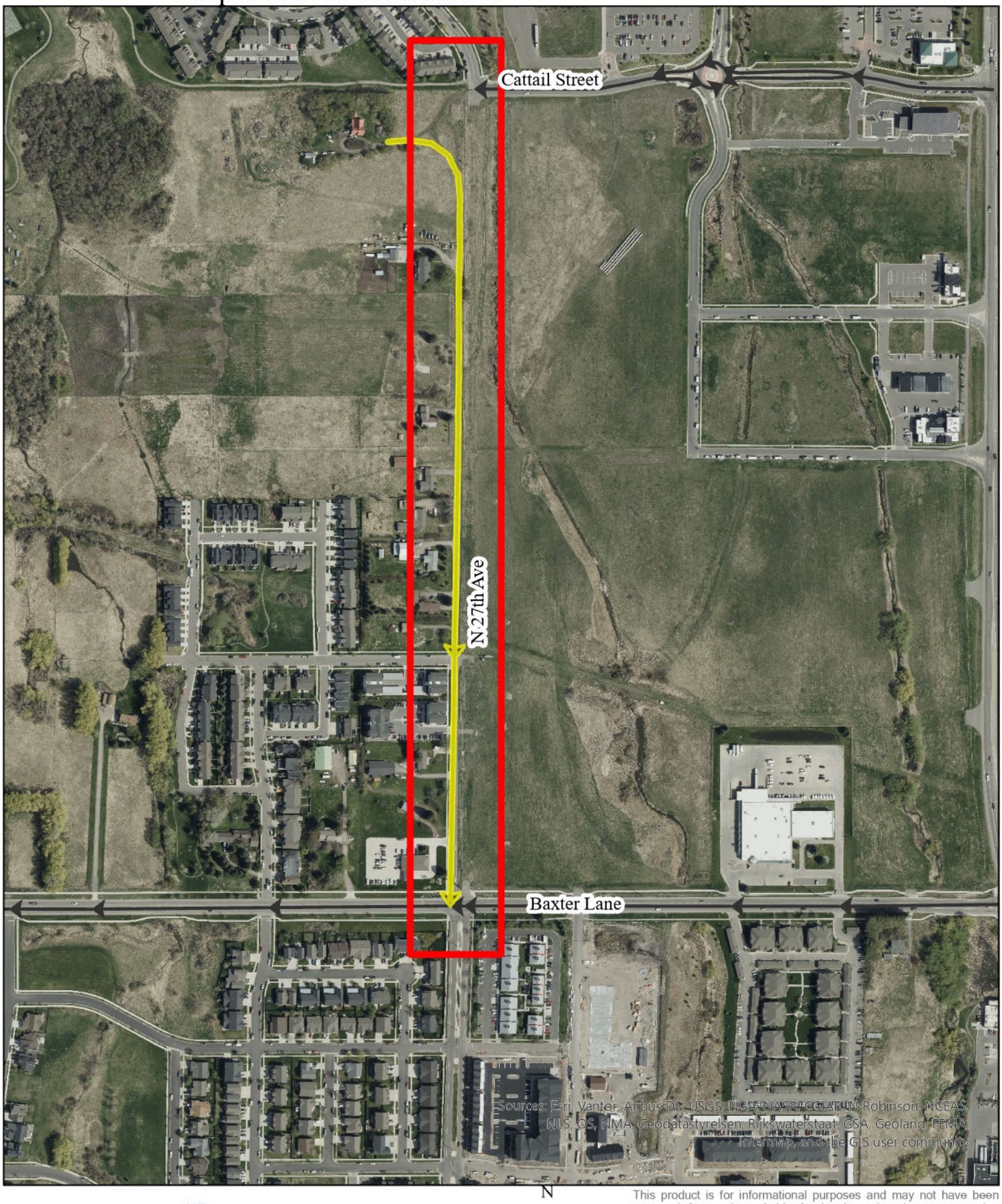
_____
MIKE MAAS
City Clerk

Legal Ad

Publish: June 13, 2026, and June 20, 2026

Docusign Envelope ID: 8D427170-42FD-82F3-8264-F73F1C3E4906

Exhibit A: Proposed N 27th Ave Area



BOZEMAN MT
Transportation & Engineering Division

0 0.05 0.1 Miles

N

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

DEPARTMENT OF TRANSPORTATION AND ENGINEERING STAFF REPORT

Proposal to change the street name of "Thomas Drive" to "North 27th Avenue".

Background

Thomas Drive is a dead-end north-south local street segment. The south end of Thomas Drive connects to North 27th Avenue at Baxter Lane. To the north Thomas Drive aligns with the intersection of North 27th Avenue and Cattail Street. North 27th Avenue exists north and south of Thomas Drive.

North 27th Avenue is identified as a Collector Street in the City's Transportation Master Plan because North 27th Avenue serves to connect neighborhoods and collect traffic from local streets. Over the last decade, several Gallatin County inholding parcels along Thomas Drive have annexed into the City. Through the City's Capital Improvement Program, the City plans to reconstruct Thomas Drive to meet the City's collector street standard. Specifically, the City's capital improvement Project SIF 152 – N27th Avenue: Baxter Lane to Cattail Street, which started construction on May 11, 2026, and will include a traffic signal at Baxter Lane and a roundabout at Cattail Street.

It is City policy for all new streets to assume the name of the street with which it aligns unless the street does not and cannot in the future connect to an existing street segment along the alignment. Changing the name of Thomas Drive will bring the street segment into compliance with City policy. Additionally, changing the name of Thomas Drive will provide continuity and consistency for emergency response agencies and residents.

Impact on adjacent properties

At present, there are currently 33 addresses that would be directly impacted by the proposed name change. The cost of changing the addresses for these properties is expected to be minimal, and the responsibility for covering this cost would fall to the respective property owners. The responsibility for installation of new street signs and all costs associated with new street signs, including installation and future maintenance, will be the responsibility of the City.

Impact on Traffic & Accessibility

The proposed name change will not impact the accessibility of the City's street network. However, the road's function and the flow of traffic will be improved by the City's capital improvement Project SIF 152 – N27th Avenue: Baxter Lane to Cattail Street, which started construction on May 11, 2026, and will include a traffic signal at Baxter Lane and a roundabout at Cattail Street.

Impact on Fire, Police, and Other Emergency Services

If the proposed name change is approved, the City Engineering Department will notify emergency services to ensure they are aware of the update. Additionally, the City's Geographic Information System Department will update both online and hard copy maps to reflect the change. The proposed street name change will implement a correction that will assist in providing navigation continuity for police, fire, and other emergency services.

Impact on Garbage Collection and Maintenance

If the proposed name change is approved, the City Engineering Department will notify the Solid Waste Department of the update. However, the impact on the City's Solid Waste Department is expected to be negligible, as the change involves only a small number of properties and will not significantly affect their operations.

Impact on Private & Public Utilities

The proposed street name change will have no impact on private or public utilities.

Public Comment

At the time of finalizing the staff report, NO objections have been received from property owners and one protest was filed with the City Clerk requesting to keep the original name of Thomas Drive to maintain memorable identity. Staff concludes that there is no detriment to public health and safety from changing the name of Thomas Drive to North 27th Avenue.

Alternative Considerations

The street name could be left as "Thomas Drive." The street would continue to function as is with no changes to addresses. However, not correcting the street name may cause impacts to services such as mail and emergency response.

Recommendation

Changing the name "Thomas Drive" to "North 27th Avenue" can be done without detriment to the public interest.

RESOLUTION #2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, TO CHANGE THE NAME OF THOMAS DRIVE TO NORTH 27th AVENUE IN THE CITY OF BOZEMAN, MONTANA.

WHEREAS, this Commission, on June 2, 2026, adopted Resolution No. 2026-44, pursuant to which this Commission declared its intention to change the name Thomas Drive to North 27th Avenue, said street being along the west side of Lot 3 Remainder of Minor Subdivision 210, between Cattail Street and Baxter Lane, in Section 35, Township 1 South, Range 5 East, as shown on attached Exhibit A, Gallatin County, Montana, as allowed under Montana Code Annotated, Title 7, Chapter 14, Part 41; and

WHEREAS, notice of passage of the Resolution of Intention was duly published in the *Bozeman Daily Chronicle* on June 13, 2026 and June 20, 2026, which is on file with the City Clerk of the City of Bozeman, and;

WHEREAS, notice of the adoption of said Resolution has been mailed, in all respects in accordance with law, to all persons who own property that abuts the above described street, and;

WHEREAS, said notice, as published and noticed, designated the 14th day of July 2026, at 6:00 o'clock p.m., in the Commission Room in the City Hall Building, Bozeman, Montana, as the time and place for hearing objections; and

WHEREAS, within the protest period, 1 (one) protest was filed with the City Clerk; and

WHEREAS, it is in the best interests of the City of Bozeman, and the inhabitants therein, that the name of Thomas Drive, be changed to North 27th Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, to wit: the road name of Thomas Drive, along the west side of Lot 3 Remainder of Minor Subdivision 210, between Cattail Street and Baxter Lane, in Section 35, Township 1 South, Range 5 East, as shown on attached Exhibit A, shall be approved and changed to North 27th Avenue.

The City Clerk of Bozeman is hereby directed to record this Resolution in the Gallatin County Clerk and Recorder's office and;

The City of Bozeman Engineering Department is hereby directed to take all steps necessary to change the name.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 14th day of July 2026.

_____

JOEY MORRISON
Mayor

ATTEST:

_____

MIKE MAAS
City Clerk

APPROVED AS TO FORM:

_____

GREG SULLIVAN
City Attorney

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Bozeman, Montana (the "City") hereby certify that the attached resolution is a true copy of Resolution No. 2026-XX entitled: "**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, TO CHANGE THE NAME OF THOMAS DRIVE TO NORTH 27TH AVENUE, IN THE CITY OF BOZEMAN, MONTANA.**" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a meeting on July 14, 2026, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commissioners voted in favor thereof: _____
voted against the same: _____
abstained from voting thereon: _____
or were absent: _____

WITNESS my hand officially this 14th day of July, 2026.

_____
MIKE MAAS
City Clerk

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Taylor Lonsdale, Transportation Engineer
Nicholas Ross, Director of Transportation and Engineering Department

SUBJECT: A Resolution Changing the Name of Graf Street East of Tracy Avenue to East Graf Street

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: **Consider the Motion:** *After incorporating the information in the staff report, oral findings made by the Commission during the public hearing, information contained in the proposed resolution, and after considering all protests and public comment, I move to adopt the Resolution renaming Graf Street east of Tracy Avenue to East Graf Street.*

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

BACKGROUND: City of Bozeman Resolution 3628 Adopting a Rule of Procedure for the Change of Name of Streets and the Discontinuance, Abandonment or Vacation of Streets or Alleys outlines the process for changing the name of a street.

The City of Bozeman received a petition from the South Meadow Condominium Owners Association representing properties within the subject area to change the name of Graf Street to East Graf Street. Bozeman City Commission previously approved Resolution 2026-43 establishing the intent to change the street name and scheduling the regular session of the City Commission on Tuesday, July 14, 2026 as the time and place where and when the City Commission will hear all objections to changing the name of Graf Street to East Graf Street. The Notice of Intent was published for public notice as required in Montana Code Annotated.

The Department of Transportation and Engineering has completed an evaluation of the petition and attached a Staff Report. At the time of the preparation of this memo, one protest has been filed with the City Clerk. Staff concludes that there is no detriment to public health and safety from changing the name of Graf Street to East Graf Street.

UNRESOLVED ISSUES: None.

ALTERNATIVES: Do not adopt the resolution.

FISCAL EFFECTS: None.

Attachments:
Resolution 2026-43 Intent to rename Graf Street to E Graf Street Final
Notice of Intent - Graf St to East Graf St Final
Final Staff Report - Graf St to East Graf St.pdf
Final Resolution ___ Graf Street to East Graf Street.docx
Exhibit A-Graf Street to East Graf Street.pdf

Report compiled on: June 29, 2026

Docusign Envelope ID: 06C51EAC-CB43-8862-8348-85EF32CC5235

RESOLUTION #2026-43

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CHANGE THE NAME OF GRAF STREET TO EAST GRAF STREET, FOR THE SEGMENT OF GRAF STREET EAST OF TRACY AVENUE, IN THE CITY OF BOZEMAN, MONTANA.

WHEREAS, changing the name of Graf Street will bring the street segment into compliance with City policy.

WHEREAS changing the name of Graf Street will provide continuity and consistency for emergency response agencies, public services, and residents.

WHEREAS, it appears to the City Commission, based on the staff report submitted, that the subject street name can be changed without detriment to the public interests; and

WHEREAS it appears to the City Commission to be in the best interests of the City of Bozeman, and the inhabitants therein, that said Graf Street be re-named to East Graf Street for the segment of Graf Street east of Tracy Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, to wit:

It is hereby declared to be the intention of the City Commission of the City of Bozeman, Montana, to change the name of Graf Street to East Graf Street for the segment of Graf Street east of Tracy Avenue, said street being located:

> In Sections 19 and 30, Township 2 South, Range 6 East, as shown on attached Exhibit A.

That the Clerk of the Commission of the City of Bozeman is hereby directed to publish notice in Bozeman Daily Chronicle per Section 7-1-4127, Montana Code Annotated, and mail notice to the affected property owners, which notice shall state the time and place at which objections will be heard.

Docusign Envelope ID: 06C51EAC-CB43-8862-8348-85EF32CC5235

On July 14, 2026, at 6:00 p.m., in the Commission Room of City Hall, 121 N Rouse Ave, Bozeman, Montana, the City Commission of the City of Bozeman will conduct a public hearing regarding the changing the name of Graf Street to East Graf Street for the segment of Graf Street east of Tracy Avenue. This is the time that the Commission will hear all objections to the re-naming of said street.

Written protests pertaining to the changing the name of Graf Street to East Graf Street may be filed by an owner of real property who would be affected by the change. Such protests must be delivered to the City Clerk at the City Hall, 121 N Rouse Ave, Ste 200, Bozeman, MT, not later than 5:00 p.m., MST, on Monday, July 6, 2026.

Further information regarding the proposed change, or other matters in respect thereof, may be obtained from the City Engineer, PO Box 1230, Bozeman, MT 59771, or by telephone at (406) 582-2280.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 2nd day of June 2026.

Signed by:
F93F93C9F2AB497...
Joey Morrison
Mayor

ATTEST:

Signed by:

DocuSigned by:
Mike Maas
F41F922095AB475...
MIKE MAAS
City Clerk

APPROVED AS TO FORM:

Signed by:
Greg Sullivan
81F9046BAABD403...
GREG SULLIVAN
City Attorney

Docusign Envelope ID: 06C51EAC-CB43-8862-8348-85EF32CC5235

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Bozeman, Montana (the "City") hereby certify that the attached resolution is a true copy of Resolution #2026-43 entitled: "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CHANGE THE NAME GRAF STREET TO EAST GRAF STREET, FOR THE SEGMENT OF GRAF STREET EAST OF TRACY AVENUE IN THE CITY OF BOZEMAN, MONTANA." (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a meeting on June 2, 2026, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed. I further certify that, upon vote being taken on the Resolution at said meeting, the following Commissioners voted in favor thereof: Morrison, Fischer, Madgic, Bode, Sweeney. The following voted against the same: ___ abstained from voting thereon: _
or were absent: _____

WITNESS my hand officially this 2nd day of June, 2026.

Signed by:

DocuSigned by:
Mike Maas
F41F922095AB475...

MIKE MAAS
City Clerk

Docusign Envelope ID: 06C51EAC-CB43-8862-8348-85EF32CC5235

NOTICE OF PASSAGE OF RESOLUTION OF INTENTION TO CHANGE THE NAME OF GRAF STREET (EAST OF TRACY AVE) TO EAST GRAF STREET IN THE CITY OF BOZEMAN, MONTANA.

NOTICE IS HEREBY GIVEN that on June 2, 2026, the City Commission (the "Commission") of the City of Bozeman, Montana (the "City"), adopted Resolution #2026-43, a Resolution of Intention to change the street name of Graf Street (east of Tracy Avenue) to East Graf Street. You are receiving this notice because you are considered an owner of real property within the area affected by the street name change.

NOTICE IS FURTHER GIVEN that a complete copy of said Resolution #2026-43 is on file in the office of the City Clerk, 121 N Rouse Ave., Ste 200, Bozeman, Montana, and is subject to inspection of all persons interested. The Resolutions and accompanying exhibits may be also viewed on the City's website at http://www.bozemanmt.gov/.

On July 14, 2026, at 6:00 p.m., in the Commission Room of City Hall, 121 North Rouse Avenue, Bozeman, Montana, the City Commission will conduct a public hearing regarding adoption of resolution to change the name of Graf Street (east of Tracy Avenue) to East Graf Street and pass upon all written protests regarding the renaming.

Written protests pertaining to the changing the name of Graf Street (east of Tracy Avenue) to East Graf Street may be filed by an owner of real property whose property in the area to be affected by the street name change. Such protests must be delivered to the City Clerk at the City Hall, 121 North Rouse Avenue, Suite 200, Bozeman, Montana not later than 5:00 p.m., MST., on Monday, July 6, 2026.

Further information regarding the proposed change or other matters in respect thereof may be obtained from the City Engineer, PO Box 1230, Bozeman, Montana, 59771 or by telephone at (406) 582-2280.

Docusign Envelope ID: 06C51EAC-CB43-8862-8348-85EF32CC5235

NOTICE OF INTENT TO CHANGE THE NAME OF GRAF STREET (EAST OF TRACY AVE) TO EAST GRAF STREET IN THE CITY OF BOZEMAN, MONTANA.

NOTICE IS HEREBY GIVEN that, at its regular meeting held on June 2, 2026, the City Commission of the City of Bozeman, Montana, duly and regularly passed and adopted Commission Resolution #2026-43, entitled:

COMMISSION RESOLUTION #2026- 43

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CHANGE THE NAME OF GRAF STREET (EAST OF TRACY AVE) TO EAST GRAF STREET, FOR THE SEGMENT OF GRAF STREET EAST OF TRACY AVENUE, IN THE CITY OF BOZEMAN, MONTANA.

NOTICE IS HEREBY FURTHER GIVEN that Tuesday, the 14th day of July 2026, at 6:00 p.m. in the Commission Meeting Room, City Hall, 35 N. Rouse Avenue, Bozeman, Montana, is designated as the time and place to hear objections to the renaming of the street, more particularly described in the Resolution of Intent, and is the time and place for any person affected by the proposed renaming to appear and object, if they wish to do so.

DATED this 2nd day of June 2026.

Signed by:
DocuSigned by:
Mike Maas
F41F922095AB475...

MIKE MAAS
City Clerk

Legal Ad

Publish: June 13, 2026, and June 20,

2026

DEPARTMENT OF TRANSPORTATION AND ENGINEERING STAFF REPORT

Proposal to change the street name of "Graf Street" to "East Graf Street" for the segment of Graf Street east of Tracy Avenue.

Background

The City of Bozeman received a petition from the South Meadow Condominium Owners Association, which includes 100 residential units, to change the name of Graf Street to East Graf Street. The requested street name change is for the segment of Graf Street east of Tracy Avenue.

The official street name on the recorded plats is Graf Street. However, in accordance with City Municode Section – 10.07.060.A (Numbering system described; base lines), all streets and avenues running north and south shall be numbered from Main Street as a base or division line and shall be numbered north and south therefrom. All streets running east and west shall be numbered from Tracy Avenue as a base or division line and shall be numbered east and west therefrom. Therefore, all streets that cross the east-west zero baseline shall be designated with the appropriate east or west directional prefix. The east-west zero baseline is Tracy Avenue.

When Graf Street was originally platted, it was not anticipated that it would cross the terminus line of Tracy Avenue. However, with the recent growth the City has been experiencing, Graf Street has crossed Tracy Avenue and not correcting the street name will yield duplication of address numbers on Graf Street, west and east of Tracy Avenue, and cause impacts to services such as mail and emergency response. Therefore, it is recommended by City staff to change the name of Graf Street to East Graf Street, for the Graf Street segment east of Tracy Avenue.

Impact on adjacent properties

At present, there are currently 160 addresses that would be directly impacted by the proposed name change; 100 of these addresses requested the street name change through a petition from the South Meadow Condominium Owners Association. The cost of changing the addresses for these properties is expected to be minimal, and the responsibility for covering this cost would fall to the respective property owners. The responsibility for installation of new street signs and all costs associated with new street signs, including installation and future maintenance, will be the responsibility of the City.

Impact on Traffic & Accessibility

The proposed name change will not impact the accessibility of the City's street network. There are no known changes to the adjacent properties and no traffic impact is anticipated with the name change. The road's function and the flow of traffic will remain unaffected by the name change.

Impact on Fire, Police, and Other Emergency Services

If the proposed name change is approved, the City Engineering Department will notify emergency services to ensure they are aware of the update. Additionally, the City's Geographic Information System Department will update both online and hard copy maps to reflect the change. The proposed street name change will implement a correction that will assist in providing navigation continuity for police, fire, and other emergency services.

Impact on Garbage Collection and Maintenance

If the proposed name change is approved, the City Engineering Department will notify the Solid Waste Department of the update. However, the impact on the City's Solid Waste Department is expected to be negligible, as the change involves only a small number of properties and will not significantly affect their operations.

Impact on Private & Public Utilities

The proposed street name change will have no impact on private or public utilities.

Public Comment

At the time of finalizing the staff report, one protest was filed by an impacted property owner with the City Clerk requesting to keep the original name of Graf Street to avoid the need of updating property addresses and any associated fees. Staff concludes that there is no detriment to public health and safety from changing the name of Graf Street to East Graf Street, for the Graf Street segment east of Tracy Avenue. Furthermore, the recommended street name change will implement a correction that will assist in maintaining public health and safety through correct and consistent navigation guidance for emergency services.

Alternative Considerations

The street name could be left as "Graf Street." The street would continue to function as is with no changes to addresses. However, not correcting the street name will yield duplication of address numbers on Graf Street, west and east of Tracy Avenue, and cause impacts to services such as mail and emergency response.

Recommendation

Changing the name "Graf Street" to "East Graf Street" can be done without detriment to the public interest.

RESOLUTION #2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, TO CHANGE THE NAME OF THE PORTION OF GRAF STREET EAST OF TRACY AVENUE, TO EAST GRAF STREET, IN THE CITY OF BOZEMAN, MONTANA.

WHEREAS, this Commission, on June 2, 2026, adopted Resolution No. 2026-43, pursuant to which this Commission declared its intention to change the name of the portion of Graf Street east of Tracy Avenue to East Graf Street, said street being located in Sections 19 and 30, Township 2 South, Range 6 East, as shown on attached Exhibit A, Gallatin County, Montana, as allowed under Montana Code Annotated, Title 7, Chapter 14, Part 41; and

WHEREAS, notice of passage of the Resolution of Intention was duly published in the *Bozeman Daily Chronicle* on June 13, 2026 and June 20, 2026, which is on file with the City Clerk of the City of Bozeman, and;

WHEREAS, notice of the adoption of said Resolution has been mailed, in all respects in accordance with law, to all persons who own property that abuts the above described street, and;

WHEREAS, said notice, as published and noticed, designated the 14th day of July 2026, at 6:00 o'clock p.m., in the Commission Room in the City Hall Building, Bozeman, Montana, as the time and place for hearing objections; and

WHEREAS, within the protest period, 1 (one) protest was filed with the City Clerk; and

WHEREAS, it is in the best interests of the City of Bozeman, and the inhabitants therein, that the name of said portion of Graf Street, be changed to East Graf Street.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, to wit: the road name of the portion of Graf Street, east of Tracy Avenue, located in Sections 19 and 30, Township 2 South, Range 6 East, Gallatin County, Montana, as shown on attached Exhibit A, shall be approved and changed to East Graf Street.

The City Clerk of Bozeman is hereby directed to record this Resolution in the Gallatin County Clerk and Recorder's office and;

The City of Bozeman Transportation and Engineering Department is hereby directed to take all steps necessary to change the name.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 14th day of July 2026.

_____

JOEY MORRISON
Mayor

ATTEST:

_____

MIKE MAAS
City Clerk

APPROVED AS TO FORM:

_____

GREG SULLIVAN
City Attorney

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Bozeman, Montana (the "City") hereby certify that the attached resolution is a true copy of Resolution No. 2026-XX entitled: "**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, TO CHANGE THE NAME OF THE PORTION OF GRAF STREET LYING EAST OF TRACY AVENUE, TO EAST GRAF STREET, IN THE CITY OF BOZEMAN, MONTANA.**" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a meeting on July 14, 2026, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commissioners voted in favor thereof: _____
voted against the same: _____
abstained from voting thereon: _____
or were absent: _____

WITNESS my hand officially this 14th day of July, 2026.

_____
MIKE MAAS
City Clerk

BOZEMAN MT

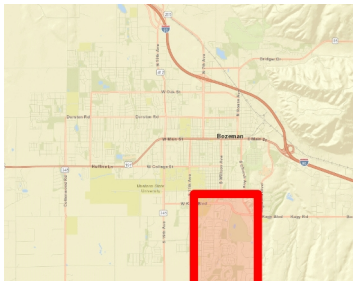
Exhibit A: Graf Street to East Graf Street



Legend

- City Limits
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 4.8m Resolution Metadata

Location



Created By:

Created For:

Date: 07/07/2026

2,331 0 1,165 2,331

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.

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Jon Henderson, Assistant City Manager

SUBJECT: Bozeman Creek Vision Plan - Engagement Summary & Community Priorities

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Plan/Report/Study

RECOMMENDATION: Bozeman Creek Vision Plan - Engagement Summary & Community Priorities

STRATEGIC PLAN: 6.6 Habitat: Work with partner organizations to identify at-risk, environmentally sensitive parcels contribute to water quality, wildlife corridors, and wildlife habitat.

BACKGROUND: The Bozeman Creek Vision Plan was approved as a City Commission priority on August 6th, 2024 via Resolution 5626 and further recognized in the 2025-2026 City Commission Priorities Work Plan adopted on June 23, 2026, in support of the following goals:

- Enhance flood mitigation efforts
- Improve water quality & ecological health
- Increase access and connectivity to parks & trails
- Support economic vitality opportunities
- Strengthen community connection to a vital resource

This project builds on previous work such as the 2012 Bozeman Creek Enhancement Plan, the 2020 Bozeman Creek Analysis Technical Assistance Grant Report, the 2023 Gallatin Valley Sensitive Lands Protection Plan , and the 2025 Bozeman Creek Flood Mitigation and Reclamation Preliminary Engineering Report, among other important efforts.

On December 9th, 2025, the City Commission adopted a Resolution approving a formal Community Engagement Plan, incorporating feedback received during an introduction to the project through a Special Presentation on October 7th, 2025.

PORT Architecture and Urbanism, LLC was selected following a competitive Request for Proposals and subsequently contracted under a Professional Services Agreement approved on January 27, 2026.

Furthermore, the City of Bozeman has partnered with SeeBozemanCreek in an effort to leverage the power of community-led interests towards a

holistic approach to achieving shared goals among a wide range of constituents.

A series of work sessions were held in February and April of 2026 with a wide variety of constituents, including Neighborhood Association representatives, Downtown Board members, Downtown property & business owners, Watershed Council leadership, SeeBozemanCreek Advisory Committee members, City staff, and others to begin exploring a number of project and policy options. Key takeaways included:

- A vision for Bozeman Creek should be in alignment with broader ecological context
- Emphasize quality of life improvements tied to enhanced ecosystem services
- Bozeman is becoming amenitized, which is not always aligned with community needs/goals
- The state and local legislative context is unique and nuanced
- A catastrophic flood event is not an 'if', but a 'when'

On June 2, 2026 a public open house was held at Soroptimist Park to give the community an opportunity to provide feedback on a number of "big ideas" that were generated through previous engagement, as described above. Moving forward, four distinct categories have begun to take shape, further described in the attached memo titled "Bozeman Creek Vision Plan Status".

The July 14, 2026 City Commission Work Session will provide a summary of efforts completed to date, including a review of the proposed recommendations, and an opportunity to provide guidance in response to the following questions:

- Do you have specific feedback regarding the proposed recommendations, and are there any projects or policies that you would like to prioritize, add, or remove?
- What should our target level of service be when considering the extent of flood mitigation (i.e., solving for a 100-year flood versus a 500-year flood, per FEMA regulations)?
- How should we consider tradeoffs as it relates to prioritizing ecological health of the creek versus community needs (i.e., removal of parking, increased access to the creek, etc.)?

On August 8, 2026 the public will have an opportunity to review a Draft Vision Framework Plan during the SLAM and Sweet Pea Festivals. Feedback gathered during this event will inform final refinements prior to development of the pre-final plan, which will be presented to a number of Citizen Advisory Boards in the month of September. A final public event will be held in November to provide an opportunity for clarification and affirmation prior to the City Commission's consideration of approval of the Bozeman Creek Vision Plan in December.

Beyond the Vision Plan, several strategies will be considered for implementation, further described in the attached memo titled "Bozeman Creek Planning Next Steps Guidance".

Additional information can be found on the City's Engage Bozeman website, where citizens can subscribe to regular updates.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As directed by the City Commission.

FISCAL EFFECTS: Funding for this effort has been allocated in the FY26 approved budget as a three-way split between the Parks Maintenance District, the Stormwater Fund, and the Public Works Administration Fund for a total of $150,000.

Attachments:
Bozeman Creek Vision Plan Status.pdf
Bozeman Creek Planning Next Steps Guidance.pdf

Report compiled on: June 29, 2026

port

June 25, 2026

MEMO: Bozeman Creek Vision Plan Status

Based upon the feedback received during the June 2, 2026 public event at Soroptimist Park—as well as further discussions with project stakeholders—PORT proposes to advance the "11 Big Ideas" presented for public feedback by sorting them into four distinct categories for further inquiry and development. These four categories—which are briefly described below—are intended to structure revisions, edits, and advancements of those big ideas that received support into a more actionable form. Note, some big ideas have been dropped based upon public feedback.

01 Flood Mitigation

- Identify recommendation for intended designed level of service for Bozeman Creek and the Mill Ditch as it relates to flood mitigation capital investments (ex. revised channel profile and hydraulic structure upgrades).
- Develop sequencing recommendations for capital projects
- Identify at-risk populations and property owners who will benefit from these upgrades.

02 Downtown Creekside Parks

- Advance spatial definition and extents of three proposed Downtown Creekside Parks (Bogert, Rouse-Soroptimist, and City Hall).
- Engage with adjacent and potentially impacted property owners.
- Liaise with agencies having jurisdiction on implementation considerations and concerns
- Clarify flood mitigation role of Downtown Creekside Parks

03 Zoning and Planning Policy Recommendations

- Develop recommendations for limited city acquisition (right of first refusal) for creek adjacent properties and potential funding structure
- Develop revised setback requirements for properties abutting Bozeman Creek
- Develop incentive recommendations for creek side trail easements and floodplain enhancement on private property
- Advance recommendations for redeveloping public property in or adjacent to Bozeman Creek floodplain for purpose of increased public benefit (affordable housing or sim)
- Develop stormwater/sponge park recommendations for improved water quality in creek

04 Connectivity and Access

- Identify areas of unused or under-used public right-of-way along creek corridor for potential creek/trail access projects.
- Further study of major capital connectivity projects (bridge over rail)

END OF MEMO

port

June16, 2026

Jon Henderson
Assistant City Manager
City of Bozeman

MEMO: Bozeman Creek Planning Next Steps Guidance

Dear Jon—

This memo outlines potential considerations for next steps related to the Bozeman Creek Vision Plan following the conclusion of the current scope or work on or around December 15, 2026, and coinciding with anticipated City Commission approval of the plan's proposed recommendations. As we are only roughly halfway through the Vision Plan process/schedule, the exact specificity of next steps is not yet clear. But given the direction the project is going, we can anticipate work needed in the following areas.

FLOOD MITIGATION

- Additional flood bypass and hydraulic structure modeling
- Development of implementation sequencing and preferred permitting path evaluation
- Coordination with local, state, and federal agencies having jurisdiction
- Exploration of water rights status and pursuit of rights transfer if necessary
- Development of Schematic Design (30%) for Mill Ditch and/or main channel hydraulic structure renovation or replacement

DOWNTOWN CREEKSIDE PARKS

- Schematic Design (30%) for Downtown Creekside Park(s)
- City Hall, Rouse Parking and Street, and/or Bogert Park
- Adjacent property owner coordination
- URA/Downtown BID coordination

NEW TRAILHEADS/PATHS/CONNECTOR PROJECTS

- Schematic Design (30%) for individual project
- Property Owner coordination
- Neighborhood group coordination
- Adjacent property owner coordination

port

ENGAGEMENT

- Continued engagement with SeeBozemanCreek Advisory Group
- Ongoing meetings with Downtown Businesses, Neighborhood Groups, Montana State University, and other stakeholders
- Ongoing Small Group and Open Public Workshops
- Bozeman Creek Vision Plan Website Content

COST ESTIMATION

- Formal Cost Estimation of Phase 1 project components
- Preparation of exhibits in support of costing evaluation
- Estimates would be incorporated into schematic design for projects described above and below

POLICY DEVELOPMENT

- Support for development of precise policy language to be incorporated into City of Bozeman Unified Development Code, zoning or similar
- Further development of policies related to setback incentivization, right of first refusal upon sale listing, establishment of city acquisition fund, and/or administration of creek maintenance

GRANT SUPPORT

- Preparation of visual exhibits, technical information, and narrative description for public and philanthropic grant applications
- Materials above related to both Planning and Capital Construction Grant Pursuit
- Note that provision of schematic design or further development as described above will often be necessary to secure larger capital construction grants
- Assistance in identifying/vetting and coordinating with new project-focused grant writer (CoB or SBC hire)

CAPACITY BUILDING

- Development of collaboration structure for establishment of Public Private Partnership between City of Bozeman and non-profit partner
- Coordination/support for See Bozeman Creek (or similar) being stood up as a registered 501(c)3 in order to function as project administrator (conservancy or friends of group) on behalf of the City of Bozeman

ADDITIONAL PLANNING/DESIGN STUDIES

- Urban design plans for redevelopment of city-controlled properties not directly touching the creek

- Examples could include identified considerations including City of Bozeman Public Works sites (creek-oriented affordable housing) and/or existing City of Bozeman Parks (sponge infrastructure)

We understand that your intent is to include capital costs for Bozeman Creek projects in the FY2028 budget which we agree is an appropriate goal. However, we would caution that there is significant additional work necessary following completion of the Vision Plan to have a clear sense of what that capital ask should be, specifically what it will support, and the particularities of the permitting and construction path necessary to complete the initial phase of work. With this in mind, our recommendation is that the City of Bozeman look to set aside an amount in FY27 commensurate with what was identified in the FY26 budget (+/-$150,000) to support development of selected aspects of the work described above during this next year's time-frame. Please note that all work described above cannot be completed in full for this amount alone.

The specifics of what we would recommend undertaking following completion of the Vision Plan will come into greater focus as our work moves into the fall of this year (Task 5). However, holding this amount for next year will assure that progress on the Creek's transformation is able to continue and that the City of Bozeman will not have to remobilize to continue this work after an extended pause that would risk loss of momentum.

We anticipate that different aspects of the work described above would be undertaken with different combinations of subconsultants, with PORT serving as the lead and coordinating entity for the identified work undertaken on the City of Bozeman's behalf. Collaborating consultants would likely include additional engineering, cost estimating, permitting, and restoration ecology beyond the current PORT and RIO ASE team

We would also point out that setting this amount aside for FY27 would allow these funds to potentially be identified as matching amounts for future partnerships with local philanthropic support and/or applications for grants, substantially expanding the impact of this funding. This ongoing buildup of a network of public-private support will help sustain the necessary work to deliver on the project's long term five-part goal set as described in the original RFP.

Please let us know if you have any questions or require any clarification. We would be happy to discuss these items in further detail at your convenience if that was of use to you.

END OF MEMO

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: Appointments to the City-County Board of Health

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Citizen Advisory Board/Commission

RECOMMENDATION: **Consider the Motion:** *I move to appoint one City Commission appointee to a term ending June 2029.*

STRATEGIC PLAN: 1.2 Community Engagement: Broaden and deepen engagement of the community in city government, innovating methods for inviting input from the community and stakeholders.

BACKGROUND: Danika Comey's term expired in June 2026. This appointment is to reappoint her to a new term until June 2029.

UNRESOLVED ISSUES: None identified

ALTERNATIVES: As per Commission

FISCAL EFFECTS: None

Attachments:
Danika Comey BoH App for Commission.pdf

Report compiled on: July 6, 2026

Application Form

Profile

Email Address

Danika
First Name

Middle Initial

Comey
Last Name

Home Address

Suite or Apt

Bozeman
City

MT
State

59718
Postal Code

Primary Phone

Alternate Phone

Office of Rural Health at Montana State University
Employer

Research Lead
Job Title

Research Lead
Occupation

Which Boards would you like to apply for?

Board of Health: Submitted

How did you hear about this Board/Commission or vacancy?

Currently Serving

Interests & Experiences

Please tell us about yourself and why you want to serve.

Do you live within Bozeman city limits? (Some positions do require you live within Bozeman city limits, while others do not.)

◉ Yes ○ No

How long have you lived in the Bozeman area? *

☑ 6-10 years

Have you ever served on a City or County Board or Commission?

◉ Yes ○ No

If yes, where, for how long, and on what Board/Commission?

Board of Health since 2023

Please describe your professional and personal experiences, interests, and qualifications that make you a good fit for this board.

I am a public health professional living in Bozeman, MT, and I am excited to submit my application for the Board of Health. I currently work as the Research Lead for Proyecto SALUD, a research lab based out of MSU's College of Nursing. In my position, I work to dismantle health inequities and disparities with the growing Latino population. My education in Public Health, including a Master's degree from Columbia University make me a great candidate for the Board of Health in Gallatin County

On December 19, 2023, the City Commission adopted the Belonging in Bozeman Plan via Resolution 5556. Please describe your understanding of the Belonging in Bozeman Plan and any thoughts related to implementing the plan.

I am passionate about DEI work, and I am proud of the City of Bozeman has made this work a priority. DEI work is at the core of public health work. I work each day to make sure that all members of the community have equal access and opportunity to be healthy and well. To expand my understanding of DEI work, I listen to our Latino community members through our Community Advisory Board, and I volunteer at Bridgercare as an LGBTQ+ Healthcare Trainer to help increase healthcare access for all.

References

Reference #1 Full Name

Christopher Coburn

Relationship to Reference

colleague

Phone Number

Email

Confirm Email

Reference #2 Full Name

Sally Moyce

Relationship to Reference

colleague

Phone

Email

Confirm Email

The Bozeman City Charter, voted in by the citizens of Bozeman in 2008, requires annual ethics training. If appointed, do you understand you will be required to take online and in person ethics training?

◉ Yes ○ No

If you have a disability that requires assistance or need accommodations, please contact our ADA Coordinator at 406.582.2439.

Please note that for most City Boards, materials are distributed electronically for each meeting.

Your application and all information submitted is considered a public record. All applications are included in the City Commission's Meeting materials for consideration which are electronically archived and available to the public.

BOZEMAN MT

Memorandum

REPORT TO: City Commission

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

SUBJECT: Appointments to the Historic Preservation Advisory Board

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Citizen Advisory Board/Commission

RECOMMENDATION: **Consider the Motion:** *I move to appoint to appoint one member to the Historic Preservation Advisory Board to the at-large position with a term expiring June 30, 2028 and two members with Professional Designation with terms expiring June 30, 2028*
AND
I move to appoint _____ as Chair
AND
I move to appoint _____ as Vice-chair.

STRATEGIC PLAN: 1.2 Community Engagement: Broaden and deepen engagement of the community in city government, innovating methods for inviting input from the community and stakeholders.

BACKGROUND: The Bozeman Historic Preservation Advisory Board was created under Chapter 2, Article 5, and Division 6 of the Bozeman Municipal Code. This chapter is designed as a measure to establish a local historic preservation program designed to promote the preservation of historic and prehistoric sites, structures, objects, buildings, and historic districts by addressing historic preservation issues at the local level and integrating them into local, state, and federal planning and decision-making processes. The historic preservation program includes identification, evaluation, and protection of historic resources within the city (Ordinance No. 1180, Section 2, 1985). The Bozeman Historic Preservation Advisory Board shall serve in an advisory capacity to the City Commission and other staff members or boards seeking advice on historic preservation issues (Ordinance No. 1454, Section 2, 1998; Ordinance No. 1180, Section 3, 1985).
Members are appointed to staggered two-year terms comprised of up to seven members per Ordinance 1927 via any combination of the following:
1. At least three members shall meet the Secretary of the Interior's Professional Qualification Standards in the disciplines of history, planning, archaeology, architecture, architectural history, historic archaeology, or

other historic preservation-related disciplines such as cultural geography or cultural anthropology.
2. At least one member shall be an architect holding state or NCARB registration. Retired professionals shall be given consideration equal to that of practicing professionals. Residency within the city shall not be a prerequisite for membership as a professional representative.
3. At least one member shall live in or own property in a Bozeman historic district, on file at the city planning office. A member may be chosen from a locally or nationally designed district.
4. At least four members shall be at-large representatives who reside or own property within the city limits.

This board currently has one professional designation vacancy, and one professional designation and one at-large position with expired terms. The City Clerk's Office has received four applications, with their relevant qualifications indicated below:

Applicant:
Gary Limesand, At-large Position
Mitchell Korus, At-large Position
Allyson Brekke, Professional Designation
Lisa Weilbacker, Professional Designation

Commissioner Sweeney is the City Commission liaison for this board. Bozeman Historic Preservation Advisory Board appointments are Commission appointments.

UNRESOLVED ISSUES: None

ALTERNATIVES: As suggested by the City Commission

FISCAL EFFECTS: None

Attachments:
HPAB Applications.pdf

Report compiled on: January 6, 2025

Application Form

Profile

Email Address

Gary
First Name

M
Middle Initial

Limesand
Last Name

Home Address

Suite or Apt

Bozeman
City

MT
State

59715
Postal Code

Primary Phone

Alternate Phone

Retired - 35 Year Career with Boeing Company
Employer

Flight Crew Operations - Engineer
Job Title

Engineer
Occupation

Which Boards would you like to apply for?

Bozeman Historic Preservation Advisory Board: Archived

How did you hear about this Board/Commission or vacancy?

Elle Limesand - daughter

Interests & Experiences

Please tell us about yourself and why you want to serve.

Do you live within Bozeman city limits? (Some positions do require you live within Bozeman city limits, while others do not.)

◉ Yes ○ No

How long have you lived in the Bozeman area? *

☑ 6-10 years

Have you ever served on a City or County Board or Commission?

○ Yes ◉ No

If yes, where, for how long, and on what Board/Commission?

0 Years

Please describe your professional and personal experiences, interests, and qualifications that make you a good fit for this board.

I grew up in Chester Montana and was a grandson of Montana homesteaders on both sides of my family. After graduating from Montana State University in engineering, I worked at Boeing 35 years before retiring and moving back to Bozeman Montana. I have always been interested in Montana history, and I believe Bozeman Montana has some of the most fascinating history of all Montana cities. During my professional career at Boeing, I worked with airline customers, pilots and engineers. My job responsibilities included running meetings and providing presentations to customers and Boeing managers on aircraft technologies and aircraft issues and solutions. This summer, I volunteered for Bozeman's Extreme History and was a guide on the Bozeman Creek and the Wheatfields, Railroads and Brewery walking tours. I'm currently volunteering for Befrienders and on the HOA board for the Legends II neighborhood.

On December 19, 2023, the City Commission adopted the Belonging in Bozeman Plan via Resolution 5556. Please describe your understanding of the Belonging in Bozeman Plan and any thoughts related to implementing the plan.

My understanding is that Resolution 5556 is to be inclusive of all Bozeman citizens. This would be important for the Bozeman Historic Preservation Advisory Board, since Bozeman history needs to reflect the actual history and not exclude people or history based on their race, sex or religion. In my professional career, I work overseas with workers from countries all over the world.

References

Reference #1 Full Name

Armand Begnoche

Relationship to Reference

neighbor

Phone Number

Email

Confirm Email

Reference #2 Full Name

Crystal Alegria

Relationship to Reference

Boss - Extreme History

Phone

Email

Confirm Email

The Bozeman City Charter, voted in by the citizens of Bozeman in 2008, requires annual ethics training. If appointed, do you understand you will be required to take online and in person ethics training?

(•) Yes ( ) No

If you have a disability that requires assistance or need accommodations, please contact our ADA Coordinator at 406.582.2439.

Please note that for most City Boards, materials are distributed electronically for each meeting.

Your application and all information submitted is considered a public record. All applications are included in the City Commission's Meeting materials for consideration which are electronically archived and available to the public.

Application Form

Profile

Email Address

Allyson (First Name) | B (Middle Initial) | Brekke (Last Name)

Home Address | Suite or Apt

Bozeman (City) | MT (State) | 59718 (Postal Code)

Primary Phone | Alternate Phone

Matrix Consulting Group (Employer) | Manager (Job Title) | Consultant (Occupation)

Which Boards would you like to apply for?

Bozeman Historic Preservation Advisory Board: Submitted

How did you hear about this Board/Commission or vacancy?

Current member

Interests & Experiences

Please tell us about yourself and why you want to serve.

Do you live within Bozeman city limits? (Some positions do require you live within Bozeman city limits, while others do not.)

- (•) Yes
- ( ) No

How long have you lived in the Bozeman area? *

- [x] 11 or more

Have you ever served on a City or County Board or Commission?

- (•) Yes
- ( ) No

If yes, where, for how long, and on what Board/Commission?

HPAB, 3 years

Please describe your professional and personal experiences, interests, and qualifications that make you a good fit for this board.

Current HPAB member (since 2022), AICP certified planner, 20+ years of local government planning experience, current consultant work includes examination of Community Development departments/divisions that include Historic Preservation functions.

On December 19, 2023, the City Commission adopted the Belonging in Bozeman Plan via Resolution 5556. Please describe your understanding of the Belonging in Bozeman Plan and any thoughts related to implementing the plan.

I am familiar with the Belonging in Bozeman Plan and would help ensure HPAB support the Community Safety and Civic Health chapter, specifically: Goal 2. Deepen engagement with underserved communities.; Goal 5. Elevate equity in city decision-making processes and policy development.

References

Reference #1 Full Name

Sarah (Rosenberg) Thompson

Relationship to Reference

Professional Colleague

Phone Number

Email

Confirm Email

Reference #2 Full Name

Aaron Baggarly

Relationship to Reference

Current Supervisor

Phone

Email

Confirm Email

The Bozeman City Charter, voted in by the citizens of Bozeman in 2008, requires annual ethics training. If appointed, do you understand you will be required to take online and in person ethics training?

- (•) Yes
- ( ) No

If you have a disability that requires assistance or need accommodations, please contact our ADA Coordinator at 406.582.2439.

Please note that for most City Boards, materials are distributed electronically for each meeting.

Your application and all information submitted is considered a public record. All applications are included in the City Commission’s Meeting materials for consideration which are electronically archived and available to the public.

Application Form

Profile

Email Address

Mitchell
First Name

Dsfmp
Middle Initial

Korus
Last Name

Home Address

Suite or Apt

Bozeman
City

MT
State

57918
Postal Code

Primary Phone

Alternate Phone

Self
Employer

Real estate Broker
Job Title

Realtor Broker
Occupation

Which Boards would you like to apply for?

Bozeman Historic Preservation Advisory Board: Submitted

How did you hear about this Board/Commission or vacancy?

currently serving

Interests & Experiences

Please tell us about yourself and why you want to serve.

Do you live within Bozeman city limits? (Some positions do require you live within Bozeman city limits, while others do not.)

◉ Yes ○ No

How long have you lived in the Bozeman area? *

☑ 1-5 years

Have you ever served on a City or County Board or Commission?

◉ Yes ○ No

If yes, where, for how long, and on what Board/Commission?

hpab

Please describe your professional and personal experiences, interests, and qualifications that make you a good fit for this board.

sincere desire to serve and help protect our wonderful historic district

On December 19, 2023, the City Commission adopted the Belonging in Bozeman Plan via Resolution 5556. Please describe your understanding of the Belonging in Bozeman Plan and any thoughts related to implementing the plan.

create equity and inclusion in our community

References

Reference #1 Full Name

Jeff Bent

Relationship to Reference

friend

Phone Number

Email

Confirm Email

Reference #2 Full Name

hall tripp

Relationship to Reference

friend

Phone

Email

Confirm Email

The Bozeman City Charter, voted in by the citizens of Bozeman in 2008, requires annual ethics training. If appointed, do you understand you will be required to take online and in person ethics training?

◉ Yes ○ No

If you have a disability that requires assistance or need accommodations, please contact our ADA Coordinator at 406.582.2439.

Please note that for most City Boards, materials are distributed electronically for each meeting.

Your application and all information submitted is considered a public record. All applications are included in the City Commission’s Meeting materials for consideration which are electronically archived and available to the public.

Application Form

Profile

Email Address

Lisa
First Name

Middle Initial

Weilbacker
Last Name

Home Address

Suite or Apt

BOZEMAN
City

NY
State

59715
Postal Code

Primary Phone

Alternate Phone

N/A
Employer

N/A
Job Title

N/A
Occupation

Which Boards would you like to apply for?

Bozeman Historic Preservation Advisory Board: Submitted

How did you hear about this Board/Commission or vacancy?

City of Bozeman email

Interests & Experiences

Please tell us about yourself and why you want to serve.

Do you live within Bozeman city limits? (Some positions do require you live within Bozeman city limits, while others do not.)

◉ Yes ○ No

How long have you lived in the Bozeman area? *

☑ Less than 1 year

Have you ever served on a City or County Board or Commission?

◉ Yes ○ No

If yes, where, for how long, and on what Board/Commission?

Kinderhook Historic Preservation Commission, 22 months

Please describe your professional and personal experiences, interests, and qualifications that make you a good fit for this board.

I have a M.S. in Historic Preservation from the University of Pennsylvania. I have over 30 years of experience in the historic preservation/museum/cultural non-profit field. I served as an alternate and commissioner for the Kinderhook Historic Preservation Commission located in the village of Kinderhook, NY for just under 2 years.

On December 19, 2023, the City Commission adopted the Belonging in Bozeman Plan via Resolution 5556. Please describe your understanding of the Belonging in Bozeman Plan and any thoughts related to implementing the plan.

I understand that the Resolution is the City of Bozeman's effort to promote equity, inclusion, accessibility and community engagement, a plan I whole heartedly support.

References

Reference #1 Full Name

Melissa Davis

Relationship to Reference

Colleague

Phone Number

Email

Confirm Email

Reference #2 Full Name

John Delikanakis

Relationship to Reference

Colleague

Phone

Email

Confirm Email

The Bozeman City Charter, voted in by the citizens of Bozeman in 2008, requires annual ethics training. If appointed, do you understand you will be required to take online and in person ethics training?

(•) Yes ( ) No

If you have a disability that requires assistance or need accommodations, please contact our ADA Coordinator at 406.582.2439.

Please note that for most City Boards, materials are distributed electronically for each meeting.

Your application and all information submitted is considered a public record. All applications are included in the City Commission's Meeting materials for consideration which are electronically archived and available to the public.

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Ellie Staley, Downtown Bozeman Partnership
Alex Newby, Deputy City Clerk
Mike Maas, City Clerk

SUBJECT: Appointments to the Downtown Urban Renewal District Board

MEETING DATE: July 14, 2026

AGENDA ITEM TYPE: Citizen Advisory Board/Commission

RECOMMENDATION: **Consider the Motion:** *I move to appoint Mike Waterman as the Bozeman School District 7 representative to the Downtown Urban Renewal Board.*

STRATEGIC PLAN: 1.2 Community Engagement: Broaden and deepen engagement of the community in city government, innovating methods for inviting input from the community and stakeholders.

BACKGROUND: In the 2025 Legislative Session, changes to the composition of Tax Increment Financing Boards required representatives of the additional taxing jurisdictions, the school district and the county.
This application is to fulfill the requirement for the school districts representative.

UNRESOLVED ISSUES: Gallatin County's representative still needs to be appointed and is pending determination by the Gallatin County Commission.

ALTERNATIVES: None

FISCAL EFFECTS: None

Report compiled on: July 6, 2026

Docusign Envelope ID: 06C51EAC-CB43-8862-8348-85EF32CC5235

NOTICE OF PASSAGE OF RESOLUTION OF INTENTION TO CHANGE THE NAME OF GRAF STREET (EAST OF TRACY AVE) TO EAST GRAF STREET IN THE CITY OF BOZEMAN, MONTANA.

NOTICE IS HEREBY GIVEN that on June 2, 2026, the City Commission (the "Commission") of the City of Bozeman, Montana (the "City"), adopted Resolution #2026-43, a Resolution of Intention to change the street name of Graf Street (east of Tracy Avenue) to East Graf Street. You are receiving this notice because you are considered an owner of real property within the area affected by the street name change.

NOTICE IS FURTHER GIVEN that a complete copy of said Resolution #2026-43 is on file in the office of the City Clerk, 121 N Rouse Ave., Ste 200, Bozeman, Montana, and is subject to inspection of all persons interested. The Resolutions and accompanying exhibits may be also viewed on the City's website at http://www.bozemanmt.gov/.

On July 14, 2026, at 6:00 p.m., in the Commission Room of City Hall, 121 North Rouse Avenue, Bozeman, Montana, the City Commission will conduct a public hearing regarding adoption of resolution to change the name of Graf Street (east of Tracy Avenue) to East Graf Street and pass upon all written protests regarding the renaming.

Written protests pertaining to the changing the name of Graf Street (east of Tracy Avenue) to East Graf Street may be filed by an owner of real property whose property in the area to be affected by the street name change. Such protests must be delivered to the City Clerk at the City Hall, 121 North Rouse Avenue, Suite 200, Bozeman, Montana not later than 5:00 p.m., MST., on Monday, July 6, 2026.

Further information regarding the proposed change or other matters in respect thereof may be obtained from the City Engineer, PO Box 1230, Bozeman, Montana, 59771 or by telephone at (406) 582-2280.

Docusign Envelope ID: 06C51EAC-CB43-8862-8348-85EF32CC5235

NOTICE OF INTENT TO CHANGE THE NAME OF GRAF STREET (EAST OF TRACY AVE) TO EAST GRAF STREET IN THE CITY OF BOZEMAN, MONTANA.

NOTICE IS HEREBY GIVEN that, at its regular meeting held on June 2, 2026, the City Commission of the City of Bozeman, Montana, duly and regularly passed and adopted Commission Resolution #2026-43, entitled:

COMMISSION RESOLUTION #2026- 43

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CHANGE THE NAME OF GRAF STREET (EAST OF TRACY AVE) TO EAST GRAF STREET, FOR THE SEGMENT OF GRAF STREET EAST OF TRACY AVENUE, IN THE CITY OF BOZEMAN, MONTANA.

NOTICE IS HEREBY FURTHER GIVEN that Tuesday, the 14th day of July 2026, at 6:00 p.m. in the Commission Meeting Room, City Hall, 35 N. Rouse Avenue, Bozeman, Montana, is designated as the time and place to hear objections to the renaming of the street, more particularly described in the Resolution of Intent, and is the time and place for any person affected by the proposed renaming to appear and object, if they wish to do so.

DATED this 2nd day of June 2026.

Signed by:
DocuSigned by:
Mike Maas
F41F922095AB475...

MIKE MAAS
City Clerk

Legal Ad

Publish: June 13, 2026, and June 20,

2026

Docusign Envelope ID: 06C51EAC-CB43-8862-8348-85EF32CC5235

RESOLUTION #2026-43

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CHANGE THE NAME OF GRAF STREET TO EAST GRAF STREET, FOR THE SEGMENT OF GRAF STREET EAST OF TRACY AVENUE, IN THE CITY OF BOZEMAN, MONTANA.

WHEREAS, changing the name of Graf Street will bring the street segment into compliance with City policy.

WHEREAS changing the name of Graf Street will provide continuity and consistency for emergency response agencies, public services, and residents.

WHEREAS, it appears to the City Commission, based on the staff report submitted, that the subject street name can be changed without detriment to the public interests; and

WHEREAS it appears to the City Commission to be in the best interests of the City of Bozeman, and the inhabitants therein, that said Graf Street be re-named to East Graf Street for the segment of Graf Street east of Tracy Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, to wit:

It is hereby declared to be the intention of the City Commission of the City of Bozeman, Montana, to change the name of Graf Street to East Graf Street for the segment of Graf Street east of Tracy Avenue, said street being located:

> In Sections 19 and 30, Township 2 South, Range 6 East, as shown on attached Exhibit A.

That the Clerk of the Commission of the City of Bozeman is hereby directed to publish notice in Bozeman Daily Chronicle per Section 7-1-4127, Montana Code Annotated, and mail notice to the affected property owners, which notice shall state the time and place at which objections will be heard.

Docusign Envelope ID: 06C51EAC-CB43-8862-8348-85EF32CC5235

On July 14, 2026, at 6:00 p.m., in the Commission Room of City Hall, 121 N Rouse Ave, Bozeman, Montana, the City Commission of the City of Bozeman will conduct a public hearing regarding the changing the name of Graf Street to East Graf Street for the segment of Graf Street east of Tracy Avenue. This is the time that the Commission will hear all objections to the re-naming of said street.

Written protests pertaining to the changing the name of Graf Street to East Graf Street may be filed by an owner of real property who would be affected by the change. Such protests must be delivered to the City Clerk at the City Hall, 121 N Rouse Ave, Ste 200, Bozeman, MT, not later than 5:00 p.m., MST, on Monday, July 6, 2026.

Further information regarding the proposed change, or other matters in respect thereof, may be obtained from the City Engineer, PO Box 1230, Bozeman, MT 59771, or by telephone at (406) 582-2280.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 2nd day of June 2026.

Signed by:
F93F93C9F2AB497...
Joey Morrison
Mayor

ATTEST:

Signed by:

DocuSigned by:
Mike Maas
F41F922095AB475...
MIKE MAAS
City Clerk

APPROVED AS TO FORM:

Signed by:
Greg Sullivan
81F9046BAABD403...
GREG SULLIVAN
City Attorney

Docusign Envelope ID: 06C51EAC-CB43-8862-8348-85EF32CC5235

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Bozeman, Montana (the "City") hereby certify that the attached resolution is a true copy of Resolution #2026-43 entitled: "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CHANGE THE NAME GRAF STREET TO EAST GRAF STREET, FOR THE SEGMENT OF GRAF STREET EAST OF TRACY AVENUE IN THE CITY OF BOZEMAN, MONTANA." (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a meeting on June 2, 2026, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed. I further certify that, upon vote being taken on the Resolution at said meeting, the following Commissioners voted in favor thereof: Morrison, Fischer, Madgic, Bode, Sweeney. The following voted against the same: ___ abstained from voting thereon: _
or were absent: _____

WITNESS my hand officially this 2nd day of June, 2026.

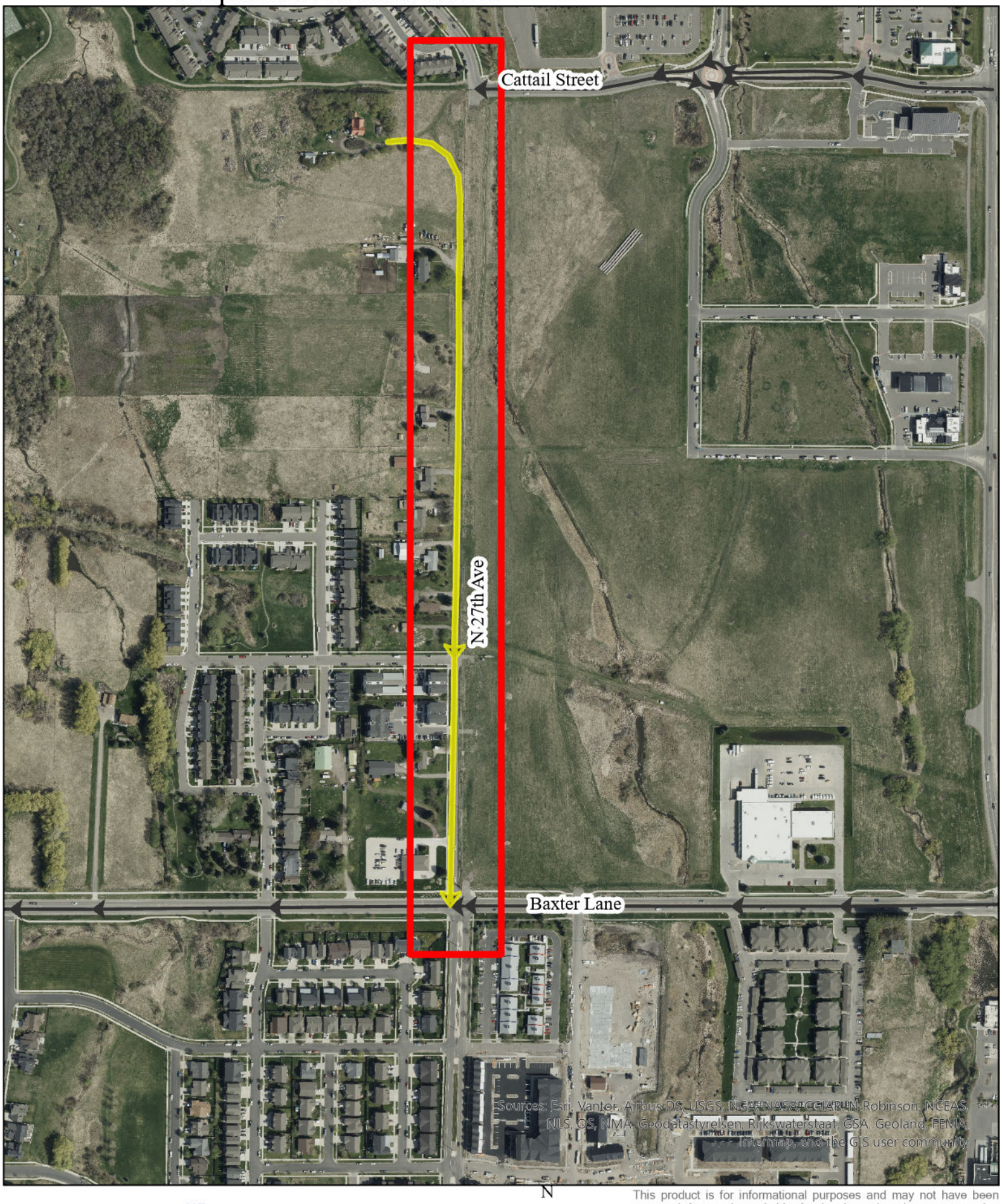
Signed by:

DocuSigned by:
Mike Maas
F41F922095AB475...

MIKE MAAS
City Clerk

Docusign Envelope ID: 8D427170-42FD-82F3-8264-F73F1C3E4906

Exhibit A: Proposed N 27th Ave Area



BOZEMAN MT
Transportation & Engineering Division

0 0.05 0.1 Miles

N

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Docusign Envelope ID: 8D427170-42FD-82F3-8264-F73F1C3E4906

NOTICE OF PASSAGE OF RESOLUTION OF INTENTION TO CHANGE THE NAME OF THOMAS DRIVE TO NORTH 27th AVENUE IN THE CITY OF BOZEMAN, MONTANA.

NOTICE IS HEREBY GIVEN that on June 2, 2026, the City Commission (the "Commission") of the City of Bozeman, Montana (the "City"), adopted Resolution #2026-44, a Resolution of Intention to change the street name of Thomas Drive to North 27th Avenue. You are receiving this notice because you are considered an owner of real property within the area affected by the street name change.

NOTICE IS FURTHER GIVEN that a complete copy of said Resolution #2026-44 is on file in the office of the City Clerk, 121 N Rouse Ave., Ste 200, Bozeman, Montana, and is subject to inspection of all persons interested. The Resolutions and accompanying exhibits may be also viewed on the City's website at http://www.bozemanmt.gov/. .

On July 14, 2026, at 6:00 p.m., in the Commission Room of City Hall, 121 North Rouse Avenue, Bozeman, Montana, the City Commission will conduct a public hearing regarding adoption of Resolution renaming Thomas Drive to North 27th Avenue and pass upon all written protests regarding the renaming.

Written protests regarding the changing the name of Thomas Drive to North 27th Avenue may be filed by an owner of real property whose property in the area to be affected by the street name change. Such protests must be delivered to the City Clerk at the City Hall, 121 North Rouse Avenue, Suite 200, Bozeman, Montana not later than 5:00 p.m., MST., on Monday, July 6, 2026.

Further information regarding the proposed change or other matters in respect thereof may be obtained from the City Engineer, PO Box 1230, Bozeman, Montana, 59771 or by telephone at (406) 582-2280.

Docusign Envelope ID: 8D427170-42FD-82F3-8264-F73F1C3E4906

NOTICE OF INTENT TO CHANGE THE NAME
OF THOMAS DRIVE TO NORTH 27th AVENUE IN THE CITY OF BOZEMAN, MONTANA.

NOTICE IS HEREBY GIVEN that, at its regular meeting held on June 2, 2026, the City Commission of the City of Bozeman, Montana, duly and regularly passed and adopted Commission Resolution #2026-44, entitled:

COMMISSION RESOLUTION #2026-44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CHANGE THE NAME OF THOMAS DRIVE TO NORTH 27TH AVENUE IN THE CITY OF BOZEMAN, MONTANA.

NOTICE IS HEREBY FURTHER GIVEN that Tuesday, the 14th day of July 2026, at 6:00 p.m. in the Commission Meeting Room, City Hall, 35 N. Rouse Avenue, Bozeman, Montana, is designated as the time and place to hear objections to the renaming of the street, more particularly described in the Resolution of Intention, and is the time and place for any person affected by the proposed renaming to appear and object, if they wish to do so.

DATED this 2nd day of June 2026.

_____
MIKE MAAS
City Clerk

Legal Ad

Publish: June 13, 2026, and June 20, 2026

Docusign Envelope ID: 8D427170-42FD-82F3-8264-F73F1C3E4906

RESOLUTION #2026-44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CHANGE THE NAME OF THOMAS DRIVE TO NORTH 27TH AVENUE IN THE CITY OF BOZEMAN, MONTANA.

WHEREAS it is City policy for all new streets to assume the name of the street with which it aligns unless the street does not and cannot in the future connect to an existing street segment along the alignment.

WHEREAS changing the name of Thomas Drive will bring the street segment into compliance with City policy.

WHEREAS changing the name of Thomas Drive will provide continuity and consistency for emergency response agencies, public services, and residents.

WHEREAS, it appears to the City Commission, based on the staff report submitted, that the subject street name can be changed without detriment to the public interests; and

WHEREAS it appears to the City Commission to be in the best interests of the City of Bozeman, and the inhabitants therein, that said Thomas Drive be changed to North 27th Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, to wit:

It is hereby declared to be the intention of the City Commission of the City of Bozeman, Montana, to change Thomas Drive to North 27th Avenue, said street being located:

> Along the west side of Lot 3 Remainder of Minor Subdivision 210, between Cattail Street and Baxter Lane, in Section 35, Township 1 South, Range 5 East, as shown on attached Exhibit A.

That the Clerk of the Commission of the City of Bozeman is hereby directed to publish notice in Bozeman Daily Chronicle per Section 7-1-4127, Montana Code Annotated, and mail notice to the affected property owners, which notice shall state the time and place at which objections will be heard.

Docusign Envelope ID: 8D427170-42FD-82F3-8264-F73F1C3E4906

On July 14, 2026, at 6:00 p.m., in the Commission Room of City Hall, 121 N Rouse Ave, Bozeman, Montana, the City Commission of the City of Bozeman will conduct a public hearing regarding changing the name of Thomas Drive to North 27th Avenue. This is the time that the Commission will hear all objections to the re-naming of said street.

Written protests pertaining to the renaming of Thomas Drive to North 27th Avenue may be filed by an owner of real property who would be affected by the change. Such protests must be delivered to the City Clerk at the City Hall, 121 N Rouse Ave, Ste 200, Bozeman, MT not later than 5:00 p.m., MST., on Monday, July 6, 2026.

Further information regarding the proposed change, or other matters in respect thereof, may be obtained from the City Engineer, PO Box 1230, Bozeman, MT 59771, or by telephone at (406)582-2280.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 2nd day of June 2026.

Signed by:
F93F93C9F2AB497...
JOEY MORRISON
Mayor

ATTEST:

DocuSigned by:
Mike Maas
F41F922095AB475...
MIKE MAAS
City Clerk

Signed by:

APPROVED AS TO FORM:

Signed by:
Greg Sullivan
81F9046BAABD403...
GREG SULLIVAN
City Attorney

Docusign Envelope ID: 8D427170-42FD-82F3-8264-F73F1C3E4906

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Bozeman, Montana (the "City") hereby certify that the attached resolution is a true copy of Resolution #2026-44 entitled: "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CHANGE THE NAME OF THOMAS DRIVE TO NORTH 27TH AVENUE IN THE CITY OF BOZEMAN, MONTANA." (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a meeting on June 2, 2026, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed. I further certify that, upon vote being taken on the Resolution at said meeting, the following Commissioners voted in favor thereof: Morrison, Fischer, Madgic, Bode, Sweeney voted against the same: _____ abstained from voting thereon: _____ or were absent: _____

WITNESS my hand officially this 2nd day of June, 2026.

Signed by:

DocuSigned by:
Mike Maas
F41F922095AB475...

MIKE MAAS
City Clerk

Docusign Envelope ID: 63A58A59-4B0A-8937-82FA-84E15BE348CD

Quotation # Q-557351

Date: June 15, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 144125 Contract # ENTERPRISE AGREEMENT

City of Bozeman
GIS Dept
20 E Olive St
Bozeman, MT 59715-4790

ATTENTION: Gail Jorgenson
PHONE: (406) 582-2972
EMAIL: gjorgenson@bozeman.net

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/27/2026 To: 12/9/2026

Material	Qty	Term	Unit Price	Total
193206	1	Year 1	$60,300.00	$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 2	$60,300.00	$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 3	$60,300.00	$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
159166	1		$5,312.50	$5,312.50
ArcGIS Hub Premium ArcGIS Online Community Annual Subscription				
165630	1		$19,102.50	$19,102.50
ArcGIS Velocity Standard US Region Annual Subscription				

Subtotal:	$205,315.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$205,315.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Scott Wolter	swolter@esri.com	(360) 754-4727 x8671

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

WOLTERS **This offer is limited to the terms and conditions incorporated and attached herein.**

Docusign Envelope ID: 63A58A59-4B0A-8937-82FA-84E15BE348CD

Quotation # Q-557351

Date: June 15, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 144125 Contract # ENTERPRISE AGREEMENT

City of Bozeman
GIS Dept
20 E Olive St
Bozeman, MT 59715-4790

ATTENTION: Gail Jorgenson
PHONE: (406) 582-2972
EMAIL: gjorgenson@bozeman.net

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/27/2026 To: 12/9/2026

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Scott Wolter	swolter@esri.com	(360) 754-4727 x8671

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

WOLTERS **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-557351

Date: June 15, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 144125 Contract # ENTERPRISE AGREEMENT

City of Bozeman
GIS Dept
20 E Olive St
Bozeman, MT 59715-4790

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/27/2026 To: 12/9/2026

ATTENTION: Gail Jorgenson
PHONE: (406) 582-2972
EMAIL: gjorgenson@bozeman.net

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ **I agree to pay any applicable sales tax.**

X___ **I am tax exempt, please contact me if exempt information is not currently on file with Esri.**

DocuSigned by:
A11E06CE6D484D4...

Signature of Authorized Representative **Date** 6/15/2026

Gail Jorgenson
Name (Please Print)

GIS Program Manager
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Scott Wolter	swolter@esri.com	(360) 754-4727 x8671

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Docusign Envelope ID: 63A58A59-4B0A-8937-82FA-84E15BE348CD

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Enterprise Additional Capability Servers** ArcGIS Image Server **ArcGIS Online User Types** ArcGIS Online Viewer User Type **ArcGIS Enterprise User Types** ArcGIS Enterprise Viewer User Type

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	30	ArcGIS Enterprise Contributor User Type	30
ArcGIS Online Mobile Worker User Type	150	ArcGIS Enterprise Mobile Worker User Type	150
ArcGIS Online Creator User Type	150	ArcGIS Enterprise Creator User Type	150
ArcGIS Online Professional User Type	40	ArcGIS Enterprise Professional User Type	40
ArcGIS Online Professional Plus User Type	40	ArcGIS Enterprise Professional Plus User Type	40
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps and Other**	
ArcGIS Location Sharing for ArcGIS Online	40	ArcGIS Location Sharing for ArcGIS Enterprise	40
ArcGIS Online Service Credits	100,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	30

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

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Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

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1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

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owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

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supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 **Orders, Delivery, and Deployment**

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

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9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

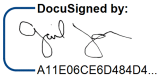
9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Certificate Of Completion

Envelope Id: 63A58A59-4B0A-8937-82FA-84E15BE348CD
Status: Completed
Subject: Updated EA Quote_6_15_26_GJ.pdf
Source Envelope:
Document Pages: 9
Signatures: 1
Envelope Originator:
Certificate Pages: 1
Initials: 0
Gail Jorgenson
AutoNav: Enabled
gjorgenson@bozeman.net
EnvelopeId Stamping: Enabled
IP Address: 155.190.3.8
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
6/15/2026 2:58:47 PM
Holder: Gail Jorgenson
gjorgenson@bozeman.net
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Gail Jorgenson gjorgenson@bozeman.net GIS Program Manager City of Bozeman Security Level: Email, Account Authentication (None)	DocuSigned by:  A11E06CE6D484D4... Signature Adoption: Drawn on Device Using IP Address: 155.190.9.7	Sent: 6/15/2026 3:01:00 PM Viewed: 6/15/2026 3:01:08 PM Signed: 6/15/2026 3:01:20 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/15/2026 3:01:00 PM
Certified Delivered	Security Checked	6/15/2026 3:01:08 PM
Signing Complete	Security Checked	6/15/2026 3:01:20 PM
Completed	Security Checked	6/15/2026 3:01:20 PM

Payment Events	Status	Timestamps

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FY26 CLEAN TRUCK, BUS AND AIRPORT EQUIPMENT GRANT
CONTRACT NO. 526029

This Contract No 526029 is hereby made between City of Bozeman (Contractor) and the Montana Department of Environmental Quality (DEQ) for the purpose of replacing an old, high-polluting diesel aerial lift truck funded under this Contract. This Contract is issued in accordance with Title 18, Montana Code Annotated (MCA), and the Administrative Rules of Montana (ARM), Title 2, Chapter 5. The parties, in consideration of mutual covenants and stipulations described below, agree as follows:

SECTION 1. EFFECTIVE DATE AND DURATION

Performance of the Contract shall take effect on the date of final signature (execution date) and terminate 20 months after execution date. The services provided pursuant to Section A of Attachment A must be completed except for the assurances provided in Section A.2. of Attachment A, which is a continuing obligation, unless this Contract is terminated or modified as provided herein.

SECTION 2. SERVICES

Contractor shall follow all directions set forth in Attachment A: Scope of Work. All instances where "infrastructure" is referenced, that refers to the "Electric vehicle charging infrastructure."

SECTION 3. CONSIDERATION/PAYMENT

A. In consideration of services rendered pursuant to this Contract, the value of which constitutes good and sufficient consideration, DEQ agrees to reimburse Contractor 85% of the total cost for the purchase of one (1) new electric aerial lift truck up to a maximum of $499,788.10. Contractor agrees to provide at least 15% of the total aerial lift truck cost as match towards the purchase.
    1. Subject to DEQ approval of the documentation required under Attachment A, paragraph A, DEQ shall reimburse Contractor within 30 days after receipt and approval of said documentation.
    2. This Contract is funded through the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia.

SECTION 4. ACCOUNTING, AUDITING AND RETENTION OF RECORDS

A. Contractor shall maintain books, records, documents, other evidence directly pertinent to performance of work under this Contract and current accounting for all funds received and expended pursuant to this Contract in accordance with generally accepted accounting principles. Contractor's accounting system must be capable of allocating costs associated with this Contract in a manner that keeps these costs separate from the costs of other contracts, and Contractor shall so allocate all such costs accordingly.
B. DEQ, the Legislative Auditor, the Legislative Fiscal Analyst, the Wilmington Trust, or their authorized agents, have the right of access to accounting records of Contractor for purposes of inspecting, audit, excerpts, or transcripts of funds received and expended by Contractor pursuant to this Contract. Contractor shall maintain the records at the address of its Contract Manager (CM) in Section 15 and allow the entities in the preceding sentence to have access to them for review and copying during normal business hours for as long as the Contractor retains the records under paragraph IV.E. This Contract may be terminated by DEQ upon any refusal of Contractor to allow access to such records (§18-1-118, MCA).

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C. Contractor shall disclose all information and reports resulting from access to the records maintained in paragraph IV.A to any of the agencies referred to in paragraph IV.B.
D. Audits conducted under this section must be in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants and with established procedures and guidelines of the reviewing or auditing agency.
E. All books, records, reports, accounting, and other documents maintained by Contractor under this Contract must be retained for a period of eight years after either the completion date of this Contract, or the conclusion of any litigation, claim, audit or exception relating to this Contract taken by DEQ or a third party. Contractor may not destroy any records without first offering the records to DEQ.
F. If an audit shows that Contractor has not complied with federal or state laws and rules concerning the handling and expenditure of the funds received under this Contract, including any grant-related income, Contractor shall correct the areas of non-compliance within six months after DEQ receives the audit report.

SECTION 5. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

In accordance with §18-4-141, MCA, Contractor may not assign, transfer, or subcontract any portion of this contract, other than services related to the purchase and installation of the infrastructure, without the State's prior written consent. Any subcontracting of services under this Contract, must be done in a competitive manner. Contractor is responsible to DEQ for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and DEQ under this contract.

SECTION 6. DEFENSE/INDEMNIFICATION/HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the State and its elected and appointed officials, agents, and employees, from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of Contractor's negligent acts, errors, or omissions in work or services performed under this Contract, including but not limited to, the negligent acts, errors, or omissions of any Subcontractor or anyone directly or indirectly employed by any Subcontractor for whose acts Subcontractor may be liable.

SECTION 7. COMPLIANCE WITH LAWS

Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by Contractor subjects' subcontractors to the same provision. In accordance with section 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

SECTION 8. CONTRACT OVERSIGHT

A. **Right to Assurance.** If the State, in good faith, has reason to believe that Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this contract, the State may demand in writing that Contractor give a written assurance of intent to perform.

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Failure by Contractor to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at the State's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this contract.

B. **Stop Work Order.** The State may, at any time, by written order to Contractor, require Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the State after the order is delivered to Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The State Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

SECTION 9. CONFLICT OF INTEREST

For the purposes of the Montana Code of Ethics, Contractor and each of its employees and subcontractors, is a "public employee" for the purposes of this Section. As such, Contractor and each of its employees and subcontractors is subject to the requirements of Title 2, Chapter 2, MCA, regarding conflicts of interest, including but not limited to sections §2-2-104, §2-2-105, §2-2-121, and §2-2-201, MCA.

Contractor shall notify the State of any actual, apparent, or potential conflict of interest regarding any individual working on a work assignment or having access to information regarding a subcontract. Notification of any conflict of interest (which are defined as the same types of relationships as organization conflicts of interest, but applicable to an individual). If a personal conflict of interest exists, the individual who is affected shall be disqualified from taking part in any way in the performance of the assigned work that created the conflict-of-interest situation.

Contractor certifies that it has identified all current employees and proposed subcontractor's employees that will perform work under this Contract and that have worked for the State in the last two years prior to submitting the solicitation request which resulted in the award of this Contract. Contractor further certifies that no former employee of the State of Montana or local government may work under this Contract for a period of twelve months after voluntary termination of public employment, if by working under the Contract the employee will take direct advantage, unavailable to others, of matters with which the employee was directly involved during the employee's public employment.

SECTION 10. CONTRACT TERMINATION

A. **Termination for Cause with Notice to Cure Requirement.** Either party may terminate this Contract in whole or in part for failure of the other party to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving the other party written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

B. **Reduction of Funding.** In accordance with §18-4-313(4), MCA, DEQ must terminate this Contract if funds are not appropriated or otherwise made available to support DEQ's continuation of performance of this Contract in a subsequent fiscal period. If state or Settlement funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial Contract payment level or any Contract increases to that initial level) in subsequent fiscal periods, DEQ shall

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terminate this Contract as required by law. DEQ shall provide Contractor the date DEQ's termination shall take effect. DEQ shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, DEQ shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date DEQ's termination takes effect. This is Contractor's sole remedy. DEQ shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

C. **Bankruptcy or Receivership.** Voluntary or involuntary bankruptcy or receivership by Contractor may be cause for termination.
D. Any termination of this Contract is subject to the exception that Section 4 (ACCOUNTING, AUDITING AND RETENTION OF RECORDS), relating to retention of and access to records, must remain in effect.

SECTION 11. EVENT OF BREACH-REMEDIES

A. **Event of Breach.** Any one or more of the following acts or omissions of Contractor shall constitute an event of breach:
    1. Products or services furnished by Contractor fail to conform to any requirement of this contract; or
    2. Failure to submit any report required by this contract; or
    3. Failure to fulfil any of the other covenants and conditions of this contract, including beginning work under this contract without prior State approval.
B. **Actions in Event of Breach.** Upon the occurrence of any material breach of this contract, either party may take either one, or both, of the following actions:
    1. Give the breaching party a written notice specifying the event of breach and requiring it to be remedied within, in the absence of a greater specification of time, thirty (30) days from the date of the notice; and if the event of breach is not timely remedied, terminate this contract upon giving the breaching party notice of termination; or
    2. Treat this contract as materially breached and pursue any of its remedies at law or in equity, or both.

No failure by either party to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights regarding that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of either party to enforce each and all the provisions hereof upon any further or other breach on the part of the breaching party.

SECTION 12. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party uses its best efforts to remedy such failure or delays, A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five (5) working days after the onset. If the notice is not provided within the five (5) day period, then a party may not claim a force majeure event. A force majeure condition suspends a party’s obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

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SECTION 13. CONTRACT MANAGERS

Either party's contract manager may reach out with questions and/or status updates at will.

Contractor's liaison to DEQ for purposes of this Contract is Sam Bearzi or successor at Contractor's address 121 N. Rouse Ave, Bozeman, MT 59715, Phone: (406) 577-7406, e-mail: sbearzi@bozeman.net.

DEQ's liaison to Contractor for purposes of this Contract is Neal Ullman or successor at DEQ's Energy Bureau, PO Box 200901, Helena, Montana 59620, phone (406) 444-6582, e-mail neal.ullman@mt.gov.

SECTION 14. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.) A declaration by any court or any other binding legal source that any provision of the Contract is illegal, and void shall not affect the legality and enforceability of any other provisions of the Contract, unless the provisions are mutually and materially dependent.

SECTION 15. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-*148, 124 Stat. 119].

SECTION 16. PERSONAL PROPERTY TAX

All personal property taxes will be paid by Contractor.

SECTION 17. SCOPE, AMENDMENT AND INTERPRETATION

A. This Contract consists of 6 numbered pages, DEQ-RFP-2026-0217, and Attachments A-Scope of Work and Attachment B-Contractor's Application Response. In the case of dispute or ambiguity about the minimum levels of performance by Contractor to fulfill this Contract, the order or precedence of document interpretation is as follows: 1) amendments to this Contract, 2) this Contract, 3) Attachment B, 4) Attachment A, and 5) solicitation. A copy of the original has the same force and effect for all purposes as the original. Any enlargement, alteration, or modification requires a written amendment signed by both parties.

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SECTION 18. EXECUTION

To express the parties' intent to be bound by the terms of this Contract, they have executed this document on the dates set out below.

CITY OF BOZEMAN

06/03/2026
DATE

Signed by:
Chuck Winn
C711DEBEE43340D...

CHUCK WINN, City Manager
121 N. Rouse Ave.
Bozeman, MT 59715
FEIN – 81-6001238

MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

06/03/2026
DATE

DocuSigned by:
Rebecca Gregg
26E3658FC0C140E...

REBECCA GREGG, Contracts Officer
DEQ Operations, Financial Services Bureau
2401 Colonial Dr
Helena, MT 59620-0901

Approved as to Legal Content:

05/27/2026
DATE

DocuSigned by:
Jeremiah Langston
0136067AD0A4441...

DEQ Attorney

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ATTACHMENT A: SCOPE OF WORK

As a recipient of Volkswagen Environmental Mitigation Trust (EMT) funds, the Contractor shall complete the following tasks by the deadline stated in Contract Section 1, Effective Date and Duration or as otherwise provided within the Contract.

A. Contractor shall do the following:

1. Replace the following aerial lift truck. The Contractor shall purchase the aerial lift truck through blanket purchase agreements or some other mechanism that ensures a fair and reasonable price for the item from one of the vendors as submitted with the application. The aerial lift truck being scrapped and replaced will be:
    a. Make/Model/Year: Ford/F550/2008
    b. VIN: 1FDAF57R68ED99043
2. Ensure that for its minimum five-year lifespan, the aerial lift truck purchased with funding under this Contract is used only by the Contractor.
3. As soon as practicable, provide DEQ with the following:
    a. Copies of the title of the old aerial lift truck showing the VIN
    b. Photos of the old aerial lift truck VIN plate with the gross vehicle weight rating (GVWR)
4. Provide copy of the aerial lift truck Purchase Order (PO), including the line-item sheet, sent by the aerial lift truck manufacturer noting estimated delivery of the purchased aerial lift truck on or before Contract end date.
5. Upon manufacturer's delivery to Contractor of the new aerial lift truck, provide DEQ with copies of the bills of lading, reflecting total amount of the purchases, including line-item sheet indicating item-by-item pricing, and actual date(s) of delivery to the Contractor. The line-item sheet must include the model years and vehicle Identification Numbers (VIN) of the purchased aerial lift truck. The line-item sheets must also clearly identify the battery capacity, model, gross vehicle weight rating and horsepower.
6. Provide a copy of the invoices from the vendor showing total aerial lift truck purchase price.
7. Provide DEQ with photographic (color electronic images are sufficient) evidence of the new aerial lift truck, aerial lift truck serial/identification number, aerial lift truck production date, aerial lift truck VIN plate, title or proof of ownership, interior views, and side and front views showing the aerial lift truck number and license (if available at the time of photographing). Said written and photographic verification must be submitted to DEQ before final payment is processed.
8. Provide DEQ with documentation that shows Contractor complied with the RECYCLING/SCRAPPAGE requirements. This includes the method used to recycle the replaced aerial lift truck. Contractor must submit written and photographic verification of the aerial lift truck disposal process that includes the engine serial number and chassis vehicle identification numbers (VIN) of the aerial lift truck to be recycled described in Section II paragraph A.1, and the Certificate of Engine/Chassis Destruction with this information. Said written and photographic verification must be submitted to DEQ before final payment is processed.
9. Notify DEQ immediately should the Contractor receive notice of a significant delay in the delivery of the aerial lift truck that will impact completion of tasks required by this section, and work with vehicle manufacturer and DEQ to resolve any issues to the satisfaction of Contractor and DEQ. DEQ will issue a modification to formalize the delay and new anticipated delivery date. No related cost increases will be passed on to/requested from the State. The same completion deadlines once received apply as if the vehicles were on time. The State reserves the right to require Contractor to provide supporting justification documentation for extension requests.
10. Contribute matching funds equal or greater than 15% of the total aerial lift truck cost for the aerial lift truck shown on the final invoice.

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11. Comply with all applicable federal and state laws, executive orders, regulations, and applicable written policies in performance of services under this Contract.

B. Upon request**,** DEQ will provide consultation to Contractor concerning the subject matter of this Contract. Questions during the Solicitation phase MUST be submitted through the Q&A Board. Failure to do so is the Applicant's sole risk. No material changes will be considered during contract negotiation.

C. Both parties agree that Contractor shall have control over the disposition of the aerial lift truck at the conclusion of the aerial lift truck typical lifespan and that the requirements outlined in Section A no longer applies.

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ATTACHMENT B: CONTRACTOR'S APPLICATON RESPONSE

DEQ MONTANA

CLEAN TRUCK, BUS & AIRPORT EQUIPMENT

TRUCK & BUS APPLICATION FORM

INSTRUCTIONS

This Application Form supplements the Clean Truck, Bus & Airport Equipment Request for Applications (RFA). The RFA includes detailed information about project and application eligibility, funding schedule, cost-share and scoring criteria.

Carefully review the Two-Phase Solicitation Schedule below for dates and requirements in Section 5 of this RFA. Final Application Phase applications must complete and upload this form to the Supplier's Attachments page of the eMACS event by 5:00pm Mountain time on the application deadline.

1) Completed DEQ Clean Truck, Bus & Airport Equipment application form with signature of individual from the lead applicant responsible for authorizing and overseeing completion of the project. Proposals that do not use the DEQ application form will not be considered for funding.
2) Letter(s) of Commitment from the applicant demonstrating assurance that project will operate primarily in Montana (i.e., for at least half of its operating time/mileage) and for at least five years.
3) Letter(s) of Commitment for match from the applicant and from additional project funding partners (if applicable), who will provide necessary matching funds for the project.
4) Copy of existing vehicle title, including model year and VIN.
5) A clear, legible photo of the engine label that captures the engine make, model, year, horsepower, serial number and engine family name for each vehicle proposed for replacement.
6) A clear, legible photo of the VIN plate (if applicable) that includes VIN and gross vehicle weight rating (GVWR) for each vehicle proposed for replacement. If a VIN plate is not available, provide documentation of the GVWR.
7) Three different bids for the replacement vehicle. If you are not able to provide three bids, please include a written explanation of the reason why.

APPLICANT INFORMATION

Organization Name: City of Bozeman ■Government ☐ Nongovernment
Mailing Address: 121 N. Rouse Ave.
City: Bozeman County: Gallatin State: MT Zip Code: 59715
Employer/Taxpayer ID (EIN/TIN): 81-6001238 UEI (from SAM.gov): EEAPKALAEM35
Authorized Representative Name: Chuck Winn Title: City Manager
E-mail: cwinn@bozeman.net Phone: 406-582-2307
Alternate Representative Name: Sam Bearzi Title: Fleet Manager
E-mail: sbearzi@bozeman.net Phone: 406-577-7406

Is your organization/entity submitting more than one application for vehicle replacements?

Yes ❒ No ■ If yes, how many? _____

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PROJECT INFORMATION

Existing vehicle

Type: Bucket Truck Make: Ford Model: F550 Lift Truck Year: 2008
VIN: 1FDAF57R68ED99043 GVWR: 17950 Fuel Type: Diesel
Fuel Usage/Year: 300 gallons Annual Mileage Used: 1500
Total Mileage (Odometer or hour reading): 22236 (Bus Projects Only) Annual Ridership n/a
Estimated hours operated/year including idle hours: 250
Estimated remaining life, in hours & years: 3 years

Existing Engine

Type: Internal combustion Make: International Model: A325 Year: 2008 Serial/ID#1882243C1
Horsepower: 325

New vehicle

Type: Bucket Truck Make: Mack Model: MD Electric Year: 2027
GVWR: 33,000 lbs Fuel Type: Electric

New Engine

Type: Electric Make: Mack Model: MD BE Year: 2027 Horsepower: 260

Cost

Total vehicle Cost: $587,986.00 Total Funding Requested: $499,788.10
Percentage of Funding Requested of Total Project Cost: 85%
Total Infrastructure Cost (if applicable): $5,000
Total Infrastructure Funding Requested: $0

DESCRIPTION OF PROPOSED PROJECT

Responses to the following questions will be used to evaluate and score this application. Incomplete applications will not be evaluated. The Project Scoring Criteria Matrix is in Section 3 of the Clean Truck, Bus & Airport Equipment RFA.

A. **NOx emissions** – Please provide an estimate of the remaining useful life of the existing vehicle/AGSE, and emission calculation methodology explaining the annual NOx emissions reductions that will occur through the implementation of the proposed project. Projects achieving the greatest NOx emission reductions over the first five years of operation will receive priority over projects with lesser emissions reductions. Tools that can calculate annual NOx reduction estimates include Argonne National Lab's AFLEET tool located at: https://greet.es.anl.gov/afleet_tool and the EPA's Diesel Emissions Quantifier located at https://cfpub.epa.gov/quantifier/. (150 points)

The remaining useful life of the existing vehicle is estimated to be 3 years. Using the EPA Diesel Emissions Quantifier and based on the existing vehicle ' s annual mileage of 1500 miles, annual fuel usage of 250 gallons, and annual idling time of 250 hours, the annual NOx emissions of the existing vehicle are equal to 20.52 pounds per year. By replacing the existing vehicle with a fully electric vehicle NOx emissions would be reduced by an estimated 102.58 pounds over the first five years of operation.

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B. **Achieving long-term air quality benefits for the greatest number of Montanans** – Priority will be given to projects operating within counties that include areas that are currently in non-attainment, maintenance, or high risk for pollutants associated with mobile sources under the National Ambient Air Quality Standards (NAAQS); counties with the highest mobile-source NOx emission rankings for Montana as provided in the 2020 National Emissions Inventory (2020 NEI); and/or areas that are eligible for designation as a Class I area. See Appendix A for a listing of priority air quality counties and areas. (150 points)

This vehicle will operate exclusively in Gallatin County, #3 on highway N0x emissions. The intended use of this vehicle is for the maintenance and replacement of the street lighting and traffic signal infrastructure within city limits.

C. **Investing in clean alternative fuels/infrastructure** – Projects proposing to replace an older vehicle with an alternate fuel or all-electric vehicle will be given priority over proposals to replace diesel with diesel. (100 points)

This project will replace a 2008 diesel aerial lift truck with a fully EV aerial lift truck. This application is prone to high idling time due to the nature of the work being performed with the vehicle. The vehicle drives to a location, then may be stationary but idling to operate the apparatus for the duration of the work time.

D. **Project timeline** – Provide a proposed schedule detailing the steps necessary for completing the project including expected dates for key project milestones such as ordering and delivery of the new vehicle, scrapping the old vehicle, and when the new vehicle is expected to begin service. All project milestones must be completed within 20 months of the grant agreement/contract execution date. If requesting an all-electric or fuel cell vehicle, provide information about the required charging or fueling infrastructure and indicate if that infrastructure is in place or provide the installation timeline. (50 points)

The City of Bozeman has already procured a 120KWh (300a) DC fast charger and is in the process of installation with the anticipated completion in May, 2026. The City of Bozeman already has 12 level 2 CCS1 chargers operational and we will be installing dedicated level 2 chargers exclusively for the long term charging and battery maintenance of this EV. Installation of the dedicated charger will be completed within 3 months of notice of award.

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Milestones	Proposed Completion Date	Notes
Purchase order issued for new vehicle	June 30th, 2026	Purchase order shall be executed after execution of contract between DEQ and City of Bozeman.
Delivery of new vehicle	December 2nd, 2027 - May 2nd, 2028	Estimated delivery days from the vendor are 520-690 days.
Existing vehicle scrappage with required documentation (scrappage requirements listed in Section 2.E of RFA)	May 19th, 2028	Based on the latest estimated delivery date from the vendor. If the vehicle is delivered earlier, it could be decommissioned within two weeks of delivery.
New vehicle begins service	May 15th, 2028	Based on the latest estimated delivery date from the vender. If the vehicle is delivered earlier, it could be in service within one wee
Reimbursement request with required documentation	June 16th, 2028	Based on the latest delivery date window and receipt of the invoice from the vendor. The required documentation for reimburseme

E. Project budget – Detailed cost estimates for preferred vendor and any other purchase costs associated with the project to be paid by the applicant or with the requested funding. (50 points)

	Total Project Cost	Total Funding Request	Request Percentage of Total Project Cost	Cost Share from Applicant	Percentage Cost Share from Applicant
Vehicle replacement	$587,986.00	$499,788.10	85%	$88,197.90	15%
Electric vehicle or fuel cell charging infrastructure (if applicable)	$5,000	$0	0%	100%	100%

* Use N/A for any fields that are not applicable to this project.

F. Maintenance plan – Plan for ongoing maintenance of the new vehicle that details resources and/or personnel that will be utilized for both regular service and emergency repairs. (50 points)

In the short term, our vehicle maintenance technicians will repair and maintain basic low voltage components and the hydraulic system. The local dealer will be responsible for any repairs to the chassis involving the high voltage EV components. The local Mac dealer has 5 technicians certified to work on the EV chassis between their Bozeman and Billings locations. The manufacturer warranty will cover 36 months/150,000 miles on the electric powertrain and truck. Within 5-10 years we will have certifications and manufacturer based training for our vehicle maintenance technicians so that work can be performed in house. Those certifications will include ASE xEV High-Voltage Electrical Safety certification and training qualifications from Mack for their MDe7 chassis and drive train. We have the

G. Previous funding – Did applicant or project partner receive funds from DEQ in previous DEQ Volkswagen funding opportunities? (50 points)

☐ Yes ■ No

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APPLICATION ACKNOWLEDGEMENT

Authorized Representative Name: Chuck Winn Title: City Manager

Authorized Representative Signature: Signed by: Chuck Winn 509880919BDA472... Date: 1.28.2026

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INCOMPLETE VEHICLE MANUFACTURED BY FORD MOTOR COMPANY

DATE: 04/08

GVWR: 17950LB/ 8142KG

FRONT GAWR: 5600LB
2540KG
225/70R19.5G
19.5x6.0RW
AT 655 kPa/ 95 PSI COLD

WITH TIRES RIMS

REAR GAWR: 13660LB
6196KG
225/70R19.5G
19.5x6.0RW
AT 690 kPa/100 PSI COLD

WITH TIRES RIMS

VIN: 1FDAF57R68ED99043

DUAL

EXT PNT: Z1

WB	INT TR	TP/PS	RC: 24				DSO	
			R	AXLE	TR		SPR	
141	AS		7	8L	B		DDBB	8F716
					UNC		▽5U5A-1520472-BA	M05

D. BY: _____

Tamm Manufacturing

E OF MFR: MO. 06 YR. 08

VEH. MFD. BY:

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1882243C1

U.S. FED. FAMILY EMISSION LIMITS	HC + NOx	PART.
	1.2	-

LB - FT TORQ. @ RPM

600 @ 2000

DI, CAC, EGR, OC, PTOX

OWER.
TABLE.

ED SERVICE APPLICATION AS A
ND CONFORMS TO U.S. EPA.
ALIAN ADR-30 REGULATIONS FOR
FILO TO OPERATE ON DIESEL FUEL

ENTS

ONTA DIESEL ENGINE IDLE

Docusign Envelope ID: 7AEAEC63-4764-4946-B3CA-4F22C90CDCEE

CONTRACT EXTENSION

Contract Number: 110421-TER

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

Terex
500 Oaktown Road

Watertown, South Dakota 57201
(Vendor)

have entered into Contract Number: 110421-TER
for the procurement of: Public Utility Equipment with Related Accessories and Supplies

The Contract has an expiration date of 2025-12-27 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-12-27 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

8/27/2025 | 7:52 PM CDT
Date

DocuSigned by:
Stephanie Evans
EBF11B993A72423...
Authorized Signature

Stephanie Evans
Name

Commercial Business Manager
Title

9/2/2025 | 6:19 AM PDT
Date