BOZEMAN MT

THE CITY COMMISSION OF BOZEMAN, MONTANA

REGULAR MEETING AGENDA

Tuesday, August 25, 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. Approval of Minutes

F.1 Approval of Regular City Commission Meeting Minutes from May 21, 2026 (Newby)

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

G. 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.

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

G.2 Authorize the City Manager to Sign a Term Contract with Economic and Planning Systems, Inc. for Economic Development Services and a Task Order 1 for time and materials(DiTommaso)

G.3 Authorize City Manager to Sign Release of Yellowstone Theological Institute Entitlements, Conditions, and Agreements, Releasing Conditions of Approval and Other Encumbrances on a Portion of the Yellowstone Theological Institute (YTI) Property that has been Further Subdivided by the Recently Recorded South Range Crossing II Final Plat with Conditions of Approval and Other Encumbrances that Supersede Those Associated with the Original YTI Subdivision.(Rischke)

G.4 Authorize the City Manager to Sign a Task Order 13 with Sanbell for Engineering Services on the North Broadway Street and Utility Rehab Renovations Project.(Johnson)

G.5 Authorize the City Manager to Sign Amendment 1 to the Professional Services Agreement with East Ridge Excavation for On-Call Residential Snow Plowing Services(Ross)

G.6 Authorize City Manager to sign Amendment No. 2 to the Professional Services Agreement with HDR Engineering, Inc. for the Valley Center Lift Station and Force Main Project(Murray)

G.7 Ordinance, Final Adoption, Establishing a Zoning Designation of R-1, Residential Low-Density District, in Association with the Annexation of 1.173 Acres, the 1071 Story Mill Road Annexation, Application 25525(Rogers)

G.8 Ordinance, Final Adoption, Establishing Zoning Designations of M-1, Light Manufacturing, in Association with the Annexation of 5.13 Acres, the 133 Maus Lane Annexation, Application 25213(Rogers)

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

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

H.1 Ordinance, Final Adoption, Establishing Zoning Designations of R-5 (RD), Residential High Density Mixed District, and R-3 (RB), Residential Medium-Density District, in Association with the Annexation of 163.9 Acres, the 5211 Baxter Lane Annexation, Generally Located at the Northwest Corner of Baxter Lane and Harper Pucket Road, Application 24570(Rogers)

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

This is the time to comment on any matter falling within the scope of the Bozeman City Commission. There will also be time in conjunction with each agenda item for public comment

relating to that item but you may only speak once per topic. Please note, the City Commission cannot take action on any item which does not appear on the agenda. All persons addressing the City Commission shall speak in a civil and courteous manner and members of the audience shall be respectful of others. Please state your name, and state whether you are a resident of the city or a property owner within the city in an audible tone of voice for the record and limit your comments to three (3) minutes.
Written comments can be located in the Public Comment Repository.

J. Mayoral Proclamation

J.1 Mayoral Proclamation

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

K.1 Work Session Regarding Possible Text Amendments Related to Maximum Building Height in the B-3 Zoning District and Zone Edge Transitions(Saunders)

L. FYI / Discussion

M. Adjournment

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: Approval of Regular City Commission Meeting Minutes from May 21, 2026

MEETING DATE: August 25, 2026

AGENDA ITEM TYPE: Administration

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

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

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

Improvements included:

- Live streaming broadcast of the City Commission Meeting
- Meeting efficiency
- Better access of meeting information for staff and the public
- Time savings
- Streamlined approach to citizen involvement and public comment In addition to the City Commission, many City Boards utilize the system as well.

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

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

UNRESOLVED ISSUES: None

ALTERNATIVES: As determined by the Commission.

FISCAL EFFECTS: None

Attachments:

04-21-26 City Commission Meeting Minutes.pdf

Report compiled on: August 20, 2026

THE CITY COMMMISSION MEETING OF BOZEMAN, MONTANA

MINUTES

April 21, 2026

Present: Joey Morrison, Jennifer Madgic, Douglas Fischer, Emma Bode, Alison Sweeney
Absent: None
Excused: None

Staff at the Dais: City Manager (CM) Chuck Winn, City Attorney (CA) Greg Sullivan, Deputy City Clerk (DCC) Alex Newby

A) 00:02:57 Call to Order - 6:00 PM - Commission Room, City Hall, 121 North Rouse

B) 00:04:38 Pledge of Allegiance and a Moment of Silence or Mindfulness

C) 00:05:22 Changes to the Agenda

D) 00:05:31 FYI

- 00:05:39 Commissioner Bode shared about Earth Day on Saturday April 25th at the Gallatin County Fairgrounds.
- 00:06:20 Clean up week for the City is beginning on April 25th. Bags, vests, gloves can be picked up at Earth Day if you are volunteering for cleanup.
- 00:07:06 Commissioner Bode reported that she attended the Extreme History presentation on the recent archaeological dig in the Historic Red-Light district of our town and shared about what was found.
- 00:08:23 Commissioner Madgic announced that the Transportation Board is tomorrow, Wednesday at 6:00 pm.
- 00:08:45 Commissioner Madgic shared that on Wednesday, April 29th at 5:15 Walk with a Commissioner at the Bozeman Creek Corridor will take place. She will be there together with Commissioner Sweeney.
- 00:09:23 Commissioner Sweeney thanked the TIF board for getting work plans ready, also with HPAB for taking time as well to work through NCOD guidelines with consultants.
- 00:10:15 CM Winn shared a press release about putting a stop to unsigned intersections in town. Over 400 stop signs will be placed at 328 intersections around town. The Transportation team will finish this project in 2029.

- 00:12:00 CM Winn announced that the Water Treatment Plant had a turbidity monitoring violation, a result of a monitor being left in calibration mode, a minor violation with no effect on water quality.
- 00:13:47 CM Winn announced that the 2026 National Community Survey is open to all participants. This survey helps the city understand what residents think about City services.

E) 00:15:12 Commission Disclosures

F) 00:15:23 Approval of Minutes

F.1 Approval of Regular City Commission Meeting Minutes from December 16th, 2026
12-16-25 City Commission Meeting Minutes.pdf

00:15:31 **Motion to approve:** *I move to approve the regular meeting minutes as submitted.*

Emma Bode: Motion
Jennifer Madgic: 2nd

00:15:38 **First Motion to amend:** *I move to amend the December 16, 2025 meeting minutes to reflect the following two changes: a. During public comment on Item I.1 beginning at timestamp 1:27:56, that the written meeting minutes will record all eight individuals speakers positions in favor of the increase of 90 ft height limit in the B3 zone and the eleven individual speakers position opposed to increasing the 90 ft sighting the affordable housing ordinance for those five speakers who listed that as a reason not to give away additional height.*

Alison Sweeney: Motion
Douglas Fischer: 2nd

00:16:31 **Second Motion to amend:** *Consider the Motion: And during conversation following the motion to return to 90 ft allowed in B3 at 2:29:19 the minutes will record Deputy Mayor elect Fischer's desire for a robust public discussion with advisory groups on the B3 height issue and the minutes will record Commissioner Madgic's desire for another level of discussion and input from the community and a work session with the public on the B3 height issue.*

Alison Sweeney: Motion
Douglas Fischer: 2nd

00:17:50 Discussion

00:30:24 **Vote on the First Motion to amend:** *I move to amend the December 16, 2025 meeting minutes to reflect the following two changes: a. During public comment on Item I.1 beginning at timestamp 1:27:56, that the written meeting minutes will record all eight individuals speakers positions in favor of the increase of 90 ft height limit in the B3 zone and the eleven individual speakers position opposed to increasing the 90 ft sighting the affordable housing ordinance for those five speakers who listed that as a reason not to give away additional height.* **The Motion carried 4 - 1.**

Approve:
Joey Morrison
Jennifer Madgic

Emma Bode
Alison Sweeney

Disapprove:
Douglas Fischer

00:30:42 **Vote on the Second Motion to amend:** *And during conversation following the motion to return to 90 ft allowed in B3 at 2:29:19 the minutes will record Deputy Mayor elect Fischer's desire for a robust public discussion with advisory groups on the B3 height issue and the minutes will record Commissioner Madgic's desire for another level of discussion and input from the community and a work session with the public on the B3 height issue.* **The Motion failed 1 - 4.**

Approve:
Alison Sweeney

Disapprove:
Joey Morrison
Jennifer Madgic
Douglas Fischer
Emma Bode

00:31:08 Discussion of Main Motion

00:31:46 **Vote on the Motion to approve:** *I move to approve the regular meeting minutes as submitted.* **The Motion carried 5 - 0.**

Approve:
Joey Morrison
Jennifer Madgic
Douglas Fischer
Emma Bode
Alison Sweeney

Disapprove:
None

G) 00:31:59 Consent

- G.1 Accounts Payable Claims Review and Approval
- G.2 Authorize the City Manager to Sign a Task Order 11 with Sanbell for Engineering Services on the Mendenhall Sanitary Sewer Replacement between 5th Avenue and 7th Avenue
  Task Order 011_Mendenhall Sewer_040926.pdf
- G.3 Authorize the City Manager to Sign the Annual Montana State Historic Preservation Office Certified Local Government Program Grant Award.
  MT-26-012 Bozeman.pdf
- G.4 Reject All Bids for the Water Reclamation Facility Solar Generation Project and Rebid the Project at a Later Date
  WRF Solar Bid Tab Signed.pdf

G.5 Approve the Gran Cielo Phase 3 Major Subdivision Preliminary Plat application to further subdivide 4 lots in Block 14 of Gran Cielo Subdivision Phase 2 into a 42 lot subdivision for residential single household and townhouse/rowhouse uses, Application 25703 (Quasi-Judicial)
25703 Staff Report CC.pdf

G.6 Resolution for the Intent to Create a Special Improvement Lighting District 797 for URBAN + FARM PHASE 2
Resolution 2026-XX Intent to Create SILD 797.docx
Exhibit A.pdf
Exhibit B.pdf

G.7 Resolution for the Intent to Create a Special Improvement Lighting District 798 for SOUTH RANGE CROSSING SUBDIVISION (SRX) - PHASE 4
Resolution 2026-XX Intent to Create SILD 798.docx
EXHIBIT A.pdf
EXHIBIT B.pdf

Public Comment on Consent

- There was no Public Comment on Consent

00:32:35 **Motion to approve:** *I move to approve Consent Items one through seven.*

Jennifer Madgic: Motion
Alison Sweeney: 2nd

00:32:44 **Vote on the Motion to approve:** *I move to approve Consent Items one through seven.* **The Motion carried 5 - 0.**

Approve:
Joey Morrison
Jennifer Madgic
Douglas Fischer
Emma Bode
Alison Sweeney

Disapprove:
None

H) 00:33:00 Public Comment on Non-agenda Items Falling Within the Purview and Jurisdiction of the Commission

00:33:59 Marilee Brown commented on the Airport Authority's Environmental Study.

00:37:07 John Meyer commented on multiple municipal policies.

00:39:53 Owen Minton commented on sustainable construction in the City of Bozeman.

00:41:29 Mary Bateson commented in favor of Interim Zoning.

00:43:46 Leisher commented on the Wetland Code of the City of Bozeman.

00:46:08 Missy Schmidt commented on Montana Nutrient standards in water quality.

00:49:26 Commissioner Brad Molnar of the Public Service Commission at the behest of the Commission gave a short presentation on rates Northwestern energy charge.

I) 00:59:32 Mayoral Proclamation

I.1 Mayoral Proclamation Celebrating Arbor Day
Proclamation Regarding Arbor Day 2026.docx

J) 01:02:51 Special Presentation

J.1 01:02:55 Fiber as Economic Infrastructure: An Economic Impact Analysis of Yellowstone Fiber
Yellowstone Fiber 2_20 FINAL.pdf

CM Winn Introduced Special Presentation J.1

01:03:25 Economic Development Manager (EDM) Brit Fontenot introduced Project Director at Northern Rocky Mountain Economic Development District Grace Gilbreth and Her Presentation Community Infrastructure and Economic Development.

01:05:28 Grace Gilbreth, Project Director at Northern Rocky Mountain Economic Development District (NRMED) presented Community Infrastructure and Economic Development: The Yellowstone Fiber Model, Background: Investment and Leadership, Infrastructure as Economic Development, Community & Customer Win, Why Fiber Wins, Replicable Model, Community-Driven Infrastructure Works,

01:18:25 Concluding comment by EDM Brit Fontenot.

J.2 01:19:13 Information Technology Operations-Telling our Story Presentation

01:19:34 CM Winn introduced the Director of Information Technologies Scott McMahan.

01:20:00 Director of Information Technologies (DIT) Scott McMahan presented Information Technology Operations: Telling our Story, Department of Information Technology, Who do we support?, IT Application Support, IT Systems Administration, IT Help Desk, Public Service Announcements, Phishing Attempts on the Rise, Email Address and Website Domain Changes.

K) 01:34:15 Action Items

K.1 A Resolution of the City Commission of the City of Bozeman, Montana Authorizing the Mayor to Enter into an Agreement on International Territorial Cooperation with the Community of Kopychyntsi, Ternopil Region, Ukraine, through the Cities4Cities Initiative
cc memo resolution C4C memo FINAL 4.10.26.docx
Resolution Affirming Partnership with Kopychyntsi Ukraine via Cities4Cities FINAL.pdf
Agreement on Territorial Cooperation - Kopychyntsi and Bozeman FINAL.pdf
C4C Proposal 12.12.25.pdf
Bridging Continents_ Bozeman's Lifeline to Kopychyntsi.pdf
C4C Profile - Kopychyntsi.pdf
Wiki Profile - Kopychyntsi.pdf

01:34:23 CM Winn introduced Action Item K. 1

01:35:11 Economic Development Manager (EDM) Brit Fontenot Presented A Resolution of the City Commission of the City of Bozeman, Montana Authorizing the Mayor to Enter into an Agreement on International Territorial Cooperation with the Community of Kopychyntsi, Ternopil Region, Ukraine, through the Cities4Cities Initiative, Don't Forget About Us, Map of Ukraine and Kopychyntsi, Partnerships Matter, Why Bozeman?, Why Kopychyntsi, Areas of Exchange, Sharing and Learning, Model + Mentor = Trust and Success, Economic Development, Governing and Governance, Education and Schools, Veterans Services, Partnerships Rooted in Service, Agreement on International Territorial Cooperation, Mustang by Jim Dolan now stands in Kopychyntsi's Main Square.

01:36:28 Bogdan Kelichavyi Mayor of Kopychyntsi introduced himself and Kopychyntsi citizens.

01:37:35 David O'Keeffe US Partner with Cities4Cities introduced himself and Cities4Cities.

01:38:38 Mayor Morrison and the Commission introduced themselves.

01:54:28 Mayor Bogdan Kelichavyi made comments in support of this program.

01:58:24 Questions of Staff

02:00:36 Public Comment

- There was no Public Comment

02:01:03 **Motion to approve:** *I move to approve the resolution authorizing the Mayor to enter into an Agreement on International Territorial Cooperation with the Municipality of Kopychyntsi, Ukraine through the City4Cities Initiative.*

Alison Sweeney: Motion
Douglas Fischer: 2nd

02:01:36 Discussion

02:08:45 **Vote on the Motion to approve:** *I move to approve the resolution authorizing the Mayor to enter into an Agreement on International Territorial Cooperation with the Municipality of Kopychyntsi, Ukraine through the City4Cities Initiative.* **The Motion carried 5 - 0.**

Approve:
Joey Morrison
Jennifer Madgic
Douglas Fischer
Emma Bode
Alison Sweeney

Disapprove:
None

L) 02:09:33 FYI / Discussion

- 02:09:43 Commissioner Sweeney asked if the Commission could have a conversation about the Public Service Commission (PSC) testimony.
- Commissioner Sweeney asked the Commission to have a public conversation about Interim Zoning.
- 02:14:45 DM Fischer commented on Yellowstone Fiber, and the vision the City had in the partnership with other bodies to install that infrastructure.
- 02:15:35 Commissioner Bode indicated her support in discussing the proposition Commissioner Molnar from the Public Service Commission brought this evening.
- 02:15:58 Commissioner Bode noted the Mariliee Brown comment about the Airport Authority Airport Expansion and the transportation sector around the Airport has the fastest growing sections of our greenhouse gas emissions as a city.
- 02:17:54 DM Fischer indicated he would also support consideration of Commissioner Molnar's presentation concerning the PSC.

M) 02:18:31 Adjournment

_____

Joey Morrison
Mayor

ATTEST:

_____

Mike Maas
City Clerk

PREPARED BY:

_____

Alex Newby
Deputy City Clerk

Approved on: August 25, 2026

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: August 25, 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 August 26, 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: Jesse DiTommaso, Economic Development Coordinator
David Fine, Economic Development Manager
Brit Fontenot, Economic Development Director

SUBJECT: Authorize the City Manager to Sign a Term Contract with Economic and Planning Systems, Inc. for Economic Development Services and a Task Order 1 for time and materials

MEETING DATE: August 25, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to sign a term contract with Economic and Planning Systems, Inc. for economic development services and a task order 1 for time and materials.

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

BACKGROUND: Since 2021, the City's Economic Development Department has used a third-party professional economic development consultant to assist in facilitating projects initiated by the City of Bozeman. The procurement seeks firms with extensive experience creating and implementing economic development plans, redeveloping corridors, community mixed-use districts, using tax increment financing, writing economic development action plans, attracting private investment via incentives, drafting and analyzing financial pro formas for development, providing incentive analysis, negotiating development agreements and facilitating public-private partnerships.

Economic and Planning Systems (EPS) was selected alongside Cascadia, LLC for a five year term contract following a competitive request for proposals (RFP) process. EPS will provide highly technical professional services to support the City's economic development and community housing programs. The Term Contract enables the City to maintain a continuity of advice and approach across projects, ordering services from the overall scope of service as needed using written task orders.

Task Order 001 will allow Staff to utilize EPS's expertise on an as-needed, time and materials basis as relevant opportunities arise.

UNRESOLVED ISSUES: None.

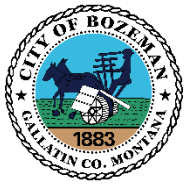
ALTERNATIVES: As recommended by the City Commission.

FISCAL EFFECTS: There is no fiscal effect to the Professional Services Agreement. All orders for services and associated cost will be assigned via written task orders for City Commission approval.

Task Order 1 for real estate and economic development advisory services is a time and materials task order not to exceed $20,000. Which is available in the professional services budget line item in the Economic Development budget, the North Park Urban Renewal District, the Northeast Urban Renewal District, the Midtown Urban Renewal District, and the South Bozeman Technology District.

Attachments:
Term Contract FY27-31 - EPS.pdf
EPS Task Order 1.pdf

Report compiled on: August 12, 2026



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of August, 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, Economic and Planning Systems, 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, 2030 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 specific services and corresponding schedule as mutually agreed upon by City and Contractor and included in each individual Task Order executed under the authority of this Agreement. Task Orders shall be attached and made part of this Agreement. For conflicts between this Agreement and the Scope of Services, unless specifically provided otherwise, the Agreement governs.

4. Payment: The terms of compensation to Contractor shall be agreed upon and included in each Task Order. City agrees to pay Contractor the amount specified in the individual Task Orders. 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 represents and warrants:

a. Contractor has familiarized itself with the nature and extent of this Agreement, the Scope of Services, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Scope of Services.

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

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

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

e. Contractor's performance of this Agreement must not infringe upon or violate the rights of any third Party, whether rights of copyright, trademark, privacy, publicity, libel, slander, or any other rights of any nature whatsoever, or violate any federal, state, and municipal laws.

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

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

Contractor must comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, Montana Code Annotated (MCA), and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor must maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law.

Contractor must furnish City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers'

compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

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

8. Indemnity: For other than professional services rendered, to the fullest extent permitted by law, Contractor agrees to release, defend, indemnify, and hold harmless the City, its agents, representatives, employees, and officers (collectively referred to for purposes of this Section as the City) from and against any and all claims, demands, actions, fees and costs (including attorney's fees and the costs and fees of expert witness and consultants), losses, expenses, liabilities (including liability where activity is inherently or intrinsically dangerous) or damages of whatever kind or nature connected therewith and without limit and without regard to the cause or causes thereof or the negligence of any Party or Parties that may be asserted against, recovered from or suffered by the City occasioned by, growing or arising out of or resulting from or in any way related to: (i) the negligent, reckless, or intentional misconduct of Contractor; or (ii) any negligent, reckless, or intentional misconduct of any of Contractor's agents.

For the professional services rendered, to the fullest extent permitted by law, Contractor agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's agents or employees.

For any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes, Contractor must indemnify, defend, and hold the City harmless from any and all claims, demands, costs, expenses, damages, and liabilities arising out of, resulting from, or occurring.

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

Contractor's indemnity under this Section must be without regard to and without any right to contribution from any insurance maintained by City.

Should the City be required to bring an action against Contractor to assert its right to defense or indemnification under this Agreement or under Contractor's applicable insurance policies required below, the City must be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines Contractor was obligated to defend the claim(s) or was obligated to indemnify the City for a claim(s) or any portion(s) thereof.

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

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

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

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

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

The above amounts must be exclusive of defense costs. City must be endorsed as an additional insured on a primary non-contributory basis on the Commercial General, Employer's Liability, and Automobile Liability policies. The insurance and required endorsements must be approved by City and must include no less than a thirty (30) day notice of cancellation or non-renewal. Contractor must notify City within two (2) business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason.

City must approve all insurance coverage and endorsements prior to Contractor commencing work.

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

11. Termination for Contractor's Fault:

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

b. In the event of a termination pursuant to this Section 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.

12. Termination for City's Convenience:

a. Should conditions arise which, in the sole opinion and discretion of City, make it

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

b. Upon receipt of the Notice of Termination for City's Convenience, unless otherwise directed in the Notice, Contractor must immediately cease performance under this Agreement and make every reasonable effort to refrain from continuing work, incurring additional expenses or costs under this Agreement and must immediately cancel all existing orders or contracts upon terms satisfactory to City. Contractor must do only such work as may be necessary to preserve, protect, and maintain work already completed or immediately in progress.

c. In the event of a termination pursuant to this Section 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 David Fine, Urban Renewal 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 Brian Duffany, Principal, 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

APPROVED AS TO FORM:

By_____
Greg Sullivan, Bozeman City Attorney

_____
CONTRACTOR (Type Name Above)

By_____

Print Name: _____
Print Title: _____

Exhibit A

SCOPE OF SERVICES

The selected consultant may assist the City on any task defined by the general scope of work as directed by written task order.

1) Economic Development Strategy and Data Analysis

- Provide strategic, data-driven advice regarding the feasibility of various development types and projects and provide guidance on the tools, public infrastructure, programs, partnerships, incentives and policies that can stimulate the desired development.
- Background and experience in analyzing regulations and development codes and policies to support strategic objectives
- Commercial and Mixed-Use District Development strategies and implementation.
- Perform market analysis to support policy and land use decisions.
- Create strategic Economic Development Strategies and Action Plans
- Create data driven marking materials that reflect community assets to welcome talent and business for key clusters

2) Economic Development and Real Estate Financial Analysis

- Provide robust and data rich assessments of Bozeman and Gallatin County's real estate and housing market.
    - Regional growth trends related to population, employment including tracking key employment sectors, and demographic data
    - For-sale Market
    - Rental Market
    - Commercial and Residential Market Trends
    - Affordability Indicators
- Provide data driven analysis to support economic development strategy and implementation of that strategy.

3) Public-Private Partnerships

- Assist in negotiating and structuring public-private partnerships that are beneficial to the City of Bozeman.
    - Provide guidance on the development of shared structured and surface parking facilities.
    - Provide guidance on attracting and facilitating mixed use investment in key districts.
    - Provide guidance on the development of workforce and affordable housing projects, deal structures and incentives
- Provide robust and detailed analysis and financial pro formas to examine the financial feasibility of specific projects and provide gap financing analysis to right size economic development incentives.
- Project TIF cash flows based on existing projects and projected projects to assist with obtaining financing, including bonding.

4) Building and Development Conceptualization

- Provide ongoing assistance in developing Bozeman's mixed-use districts as a specific kinds of places by working with property owners and developers to advance building concepts and formats that are consistent with the aspirations of Bozeman's guiding plans, while staying feasible in Bozeman's real estate market. The firm or team will demonstrate competency in urban and landscape planning and design and be able to produce visioning documents that show the integration of plans and projects with the built environment.

City of Bozeman Term Contract with Economic & Planning Systems, Inc.

Task Order Number 1: Economic and Real Estate Advisory Services

PROJECT: Economic Development and Community Housing Services

Issued under the authority of the City of Bozeman Professional Services Agreement Term Contract with Economic and Planning Systems, Inc. to support Economic Development and Community Housing programs.

This Task Order is dated August 25, 2026 between the City of Bozeman Economic Development Department and Economic & Planning Systems, Inc. (EPS) (Contractor).

The following representatives have been designated for the work performed under this Task Order:

City: David Fine, Economic Development Program Manager

Contractor: Brian Duffany, Executive Vice President, Economic & Planning Systems

SCOPE OF WORK: Housing and Economic Development real estate advisory services on a time and materials basis.

COMPENSATION: EPS will bill for its services on a time and materials basis with a project total not-to-exceed **$20,000**. The provisions of the Professional Services Agreement Term Contract shall govern the Work.

IN WITNESS WHEREOF, the parties authorized to commit resources of the parties have executed this Task Order:

City of Bozeman	**Economic & Planning Systems**
Chuck Winn City Manager	Brian Duffany Principal

BOZEMAN MT

Memorandum

REPORT TO: City Commission

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

SUBJECT: Authorize City Manager to Sign Release of Yellowstone Theological Institute Entitlements, Conditions, and Agreements, Releasing Conditions of Approval and Other Encumbrances on a Portion of the Yellowstone Theological Institute (YTI) Property that has been Further Subdivided by the Recently Recorded South Range Crossing II Final Plat with Conditions of Approval and Other Encumbrances that Supersede Those Associated with the Original YTI Subdivision.

MEETING DATE: August 25, 2026

AGENDA ITEM TYPE: Agreement - Property

RECOMMENDATION: Authorize the City Manager to sign the Release of Yellowstone Theological Institute Entitlements, Conditions and Agreements.

STRATEGIC PLAN: 4.1 Informed Conversation on Growth: Continue developing an in-depth understanding of how Bozeman is growing and changing and proactively address change in a balanced and coordinated manner.

BACKGROUND: In 2017 the Yellowstone Theological Institute Minor Subdivision 494 plat was recorded. The Yellowstone Theological Institute (YTI) property was never developed and no infrastructure was installed. The property was sold and a portion of it was recently further subdivided through the approval of final plat application 26064 by the City Commission on July 14, 2026 and recordation of the South Range Crossing II (SRX II) plat.

Through the SRX II subdivision, new conditions of approval and a new improvements agreement securing the installation of required infrastructure have been recorded. The SRX II conditions of approval and improvements agreement supersede the conditions of approval and improvements agreement associated with the original YTI plat on that portion of the YTI property that has been subsequently subdivided. The SRX II subdivider seeks to remove the YTI conditions of approval, improvements agreement, and other encumbrances found on the title report for the portion of the YTI property subdivided by the recent SRX II plat.

The City Attorney's office has reviewed the attached release. The original conditions of approval to be released for the Yellowstone Theological Institute Minor Subdivision 494 are found on page 3 of the attached YTI

plat.

UNRESOLVED ISSUES: None.

ALTERNATIVES: Do not authorize the City Manager to sign the Release and provide further direction to staff.

FISCAL EFFECTS: None.

Attachments:
Yellowstone Theological Institute Minor Sub 494 Final Plat.pdf
Release of YTI Entitlements Conditions and Agreements_8-11-26.pdf

Report compiled on: August 10, 2026

MINOR SUB 494

FINAL PLAT - CERTIFICATES

YELLOWSTONE THEOLOGICAL INSTITUTE MINOR SUBDIVISION No. 494

A TRACT OF LAND LOCATED IN THE NW1/4 AND SW1/4 SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 EAST, P.M.M., CITY OF BOZEMAN, GALLATIN COUNTY, MONTANA

THE PURPOSE OF THIS SURVEY IS TO CREATE A 5 MINOR LOT SUBDIVISION
THIS SURVEY WAS PERFORMED AT THE REQUEST OF MADISON ENGINEERING
OWNER OF RECORD: GILHOUSEN COMMUNITY PROPERTY TRUST

CERTIFICATE OF DEDICATION

I, the undersigned property owner, do hereby certify that I have caused to be surveyed, subdivided and platted into lots, blocks, roads and alleys, as shown by this plat hereunto included, the following described tracts of land, to-wit:

LEGAL DESCRIPTION

A tract of land being the SW1/4NW1/4 and the NW1/4SW1/4 of Section 24, Excepting therefrom that portion conveyed to the State of Montana in Bargain and Sale Deed recorded June 30, 1964 in Book 146 of Deeds, Page 24, Records of Gallatin County, located in the NW1/4 and SW1/4 of Section 24, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana, being more fully described as follows:

Beginning at the NW 1/16 corner of said Section 24, thence along the West line of C.O.S. 252 S 01°07'36" W a distance of 1322.36 feet to the C-W 1/16 corner of said Section 24, said point also being the Northwest corner of C.O.S. 792; thence along the West line of C.O.S. 792 and the West line of the Plat of Alder Creek Subdivision, Phase 5, respectively, S 00°59'23" W a distance of 1329.61 feet to the SW 1/16 corner of said Section 24; thence along the North line of the SW1/4SW1/4 of said Section 24 N 89°44'49" W a distance of 1300.07 feet to a point on the East right-of-way line of South 19th Avenue; thence along said right-of-way line the two (2) following courses; 1) N 00°02'55" E a distance of 152.86 feet; 2) N 00°35'25" E a distance of 2508.45 feet to a point on the South line of Lot 3, South University District Phase I; thence along the South line of said Lot 3 S 89°20'00" E a distance of 1323.14 feet to the Point of Beginning. Said tract containing in area 79.983 Acres, along with and subject to any easements.

The above described tract of land is to be known and designated as Yellowstone Theological Institute Minor Subdivision 494, City of Bozeman, Gallatin County, Montana; and the lands included in all streets, avenues, alleys and parks or public squares (including the 30 foot wide public access and trail easement crossing Lots 1 and 4 of Block 1) 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, and parks or public squares dedicated to the public are accepted for public use, but the City accepts no responsibility for maintaining the same. The owners agree that the City has no obligation to maintain the lands included in all streets, avenues, alleys and parks or public squares hereby dedicated to public use. The lands included in all streets, avenues, alleys and parks or public squares dedicated to the public for which the City accepts responsibility for maintenance include West Graf Street, Arnold Street, South 15th Avenue and South 19th Avenue.

The undersigned property owner, hereby grants unto each and every person, firm or corporation, whether public or private, providing or offering to provide telephone, electric power, gas, internet, cable television, water or sewer service to the public, 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.

The undersigned property owners hereby dedicate a ditch easement as shown on this plat to those persons and lands legally entitled to the water under an appropriated water right or permit of an irrigation district or other private or public entity formed to provide for the use of the water right.

DATED this 18 day of JULY, 2017.

Karen M. Gilhousen
Karen M. Gilhousen,
Trustee of the Gilhousen Community Property Trust

State of MONTANA)
s.s.
County of GALLATIN)

On this 18 day of JULY, 2017, before me, a Notary Public in and for said state, personally appeared Karen M. Gilhousen, Trustee of the Gilhousen Community Property Trust, known to me to be the person who signed the foregoing instrument and acknowledged to me that she executed the same.

Witness my hand and seal the day and year herein above written.

Signature

CHRIS BUDESKI
Printed name

Notary Public for the State of MONTANA

Residing at BOZEMAN, MONTANA

My commission expires NOVEMBER 26, 2019

NOTARIAL SEAL STATE OF MONTANA — CHRIS BUDESKI, Notary Public for the State of Montana, Residing at: Bozeman, Montana, My Commission Expires: November 26, 2019

CERTIFICATE OF COMPLETION OF IMPROVEMENTS

I, Karen M. Gilhousen, and I, Chris G. Budeski, a registered professional engineer licensed to practice in the State of Montana, hereby certify that the following improvements, required to meet the requirements of this title or as a condition(s) of approval of the Yellowstone Theological Institute Minor Subdivision No. 494, have been installed in conformance with the approved plans and specifications, or financially guaranteed and covered by the improvements agreement accompanying this plat.

The following improvements have been financially guaranteed in accordance with the Improvements Agreement for the Yellowstone Theological Institute Minor Subdivision No. 494:

1. The following landscape improvements:
a. South 19th Avenue street frontage and the watercourse setback planting plan landscape requirements;
b. Common Open Space, Lot 2, Block 1 including the detention facility;
c. North/South trail corridor; and
d. West Graf Street, street frontage.

The subdivider hereby warrants against defects in these improvements 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 possession of all public infrastructure improvements, subject to the above indicated warranty.

Karen M. Gilhousen — 7/18/2017
Karen M. Gilhousen
Subdivider

Chris G. Budeski, PE — 7/18/2017
Chris G. Budeski, PE
Registration No. 10825 PE

Director of Public Works — 12/1/2017

APPROVED AS TO FORM
Tim Cooper
City Attorney

CERTIFICATE OF DIRECTOR OF PUBLIC WORKS

I, Director of Public Works, 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, approves it, and hereby accepts 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 1 day of December, 2017.

Director of Public Works
City of Bozeman, Montana

APPROVED AS TO FORM
Tim Cooper
City Attorney

CERTIFICATE OF COUNTY TREASURER

I, Kimberly Buchanan the 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 surveyed have been paid.

Dated this 17 day of July, 2017.
Denise Stahl, Deputy
Treasurer of Gallatin County

RG6730B
Re-signed November 2, 2017 Denise Stahl, Deputy
Re-signed this 15th day of December 2017 Denise Stahl, Deputy

CERTIFICATE OF EXCLUSION FROM MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW

The Final Plat of Yellowstone Theological Institute Minor Subdivision No. 494, Gallatin County, Montana, is within the City of Bozeman, Montana, a first-class municipality, and within the planning area of the Bozeman growth policy which was adopted pursuant to §76-1-601 et seq., MCA, and can be provided with adequate storm water drainage and adequate municipal facilities. Therefore, under the provisions of §76-4-125(2)(d) MCA, this subdivision is excluded from the requirement for Montana Department of Environmental Quality review.

DATED this 1 day of December, 2017.

Director of Public Works
City of Bozeman, Montana

APPROVED AS TO FORM
Tim Cooper
City Attorney

CERTIFICATE OF SURVEYOR

I, Michael S. Lapp, the undersigned, Registered Land Surveyor, do hereby certify that between October 13th, 2014 and January, 2017, I surveyed and platted the same as shown on the accompanying plat and as described in accordance with the provisions of the Montana Subdivision and Platting Act (MCA §76-3-101 through §76-3-625), and the Bozeman Municipal Code.

Dated this 18TH day of JULY, 2017.

Michael S. Lapp, PLS
Montana Registration No. 18342 L.S.

MONTANA — MICHAEL S. LAPP 18342 LS — LICENSED PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF CLERK AND RECORDER

I, Charlotte Mills Clerk and Recorder of Gallatin County, Montana, do hereby certify that the foregoing instrument was filed in my office at:

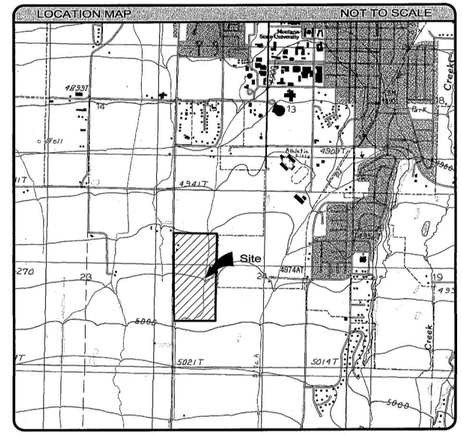
at 2:21 o'clock P M. this 4th day of December 2017
and recorded in Book Minor of Plats on Page 494,
Records of the Clerk and Recorder, Gallatin County, Montana.

Document Number 2600277

Charlotte Mills by Tom Kloss Deputy
Clerk and Recorder of Gallatin County

2600277
Page: 1 of 3 12/04/2017 02:21:33 PM Fee: $20.00
Charlotte Mills - Gallatin County, MT PLAT

LOCATION MAP — NOT TO SCALE



NOTES:

1. 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 are shown on the Conditions of Approval sheet.

2. Buyers of property should ensure that they have obtained and reviewed all sheets of the plat and all documents recorded and filed in conjunction with the plat and that buyers of property are strongly encouraged to contact the local planning department and become informed of any limitations on the use of the property prior to closing.

SHEET INDEX:

Sheet 1 - Final Plat - Certificates
Sheet 2 - Final Plat - Lot Layout
Sheet 3 - Conditions of Approval

MADISON ENGINEERING
895 Technology Boulevard
Suite 203, bozeman, mt 59718
(406) 586-0262 | (406) 586-5740 FAX

MERIDIAN LAND SURVEYING, INC.
64 BRECKEN COURT, BOZEMAN, MT 59718
Phone (406) 579 - 1746
e-mail: meridiansurveying@yahoo.com

PROJECT SURVEYOR:	MSL	SHEET 1 OF 3
DRAWN BY:	MSL	
REVIEWED BY:	MSL	148-22
DATE: 6/13/17	PROJECT NO. MT-020-051-24-148.2	

FINAL PLAT - LOT LAYOUT

YELLOWSTONE THEOLOGICAL INSTITUTE MINOR SUBDIVISION No. 494

A TRACT OF LAND LOCATED IN THE NW1/4 AND SW1/4 SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 EAST, P.M.M., CITY OF BOZEMAN, GALLATIN COUNTY, MONTANA

THE PURPOSE OF THIS SURVEY IS TO CREATE A 5 MINOR LOT SUBDIVISION
THIS SURVEY WAS PERFORMED AT THE REQUEST OF MADISON ENGINEERING
OWNER OF RECORD: GILHOUSEN COMMUNITY PROPERTY TRUST

MINOR SUB 494

NOTES:

1. 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 are shown on the Conditions of Approval sheet.

2. Buyers of property should ensure that they have obtained and reviewed all sheets of the plat and all documents recorded and filed in conjunction with the plat and that buyers of property are strongly encouraged to contact the local planning department and become informed of any limitations on the use of the property prior to closing.

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AREAS:

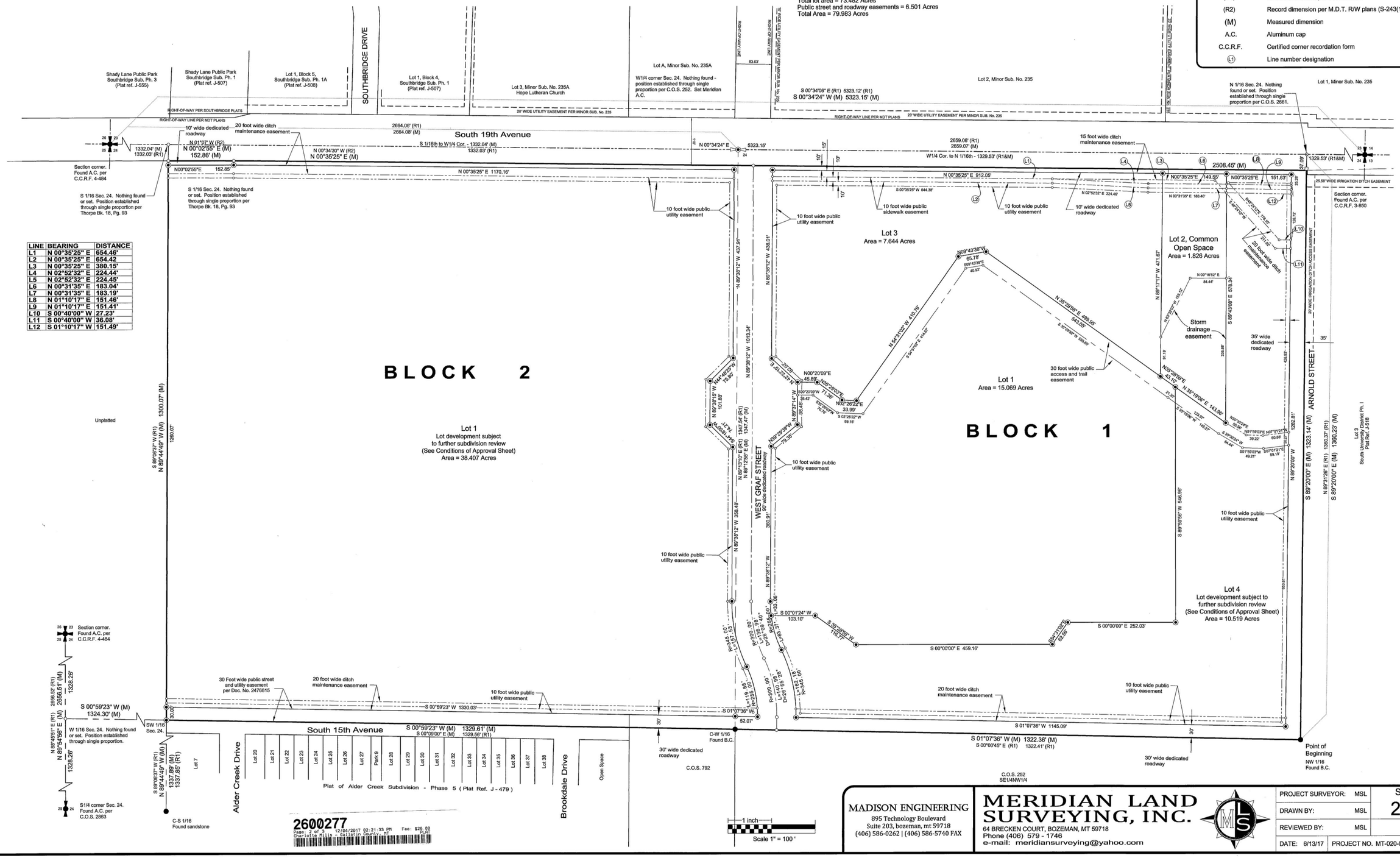
Total lot area = 73.482 Acres
Public street and roadway easements = 6.501 Acres
Total Area = 79.983 Acres

BASIS OF BEARING
Montana State Plane Coordinate System (Single Zone) Grid bearings

LEGEND OF SYMBOLS & ABBREVIATIONS

- Property corner - set Meridian A.C. on 5/8 inch diameter rebar
- Property corner - found monument as noted
- Property or easement corner - nothing found or set
- Section corner - found monument as noted
- 1/4 Corner - nothing found, set monument as noted
- 1/4 Corner - found monument as noted
- Property line
- Section line
- Interior aliquot part division line
- Easement
- (R1) Record dimension per C.O.S. 2161
- (R2) Record dimension per M.D.T. R/W plans (S-243(1))
- (M) Measured dimension
- A.C. Aluminum cap
- C.C.R.F. Certified corner recordation form
- (L1) Line number designation

LINE	BEARING	DISTANCE
L1	N 00°35'25" E	654.46'
L2	N 00°35'25" E	654.42
L3	N 00°35'25" E	380.15'
L4	N 02°52'32" E	224.44'
L5	N 02°52'32" E	224.45'
L6	N 00°31'35" E	183.04'
L7	N 00°31'35" E	183.19'
L8	N 01°10'17" E	151.46'
L9	N 01°10'17" E	151.41'
L10	S 00°40'00" W	27.23'
L11	S 00°40'00" W	36.08'
L12	S 01°10'17" W	151.49'



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PROJECT SURVEYOR:	MSL	SHEET 2 OF 3
DRAWN BY:	MSL	
REVIEWED BY:	MSL	148-22
DATE: 6/13/17	PROJECT NO. MT-020-051-24-148.22	

CONDITIONS OF APPROVAL

YELLOWSTONE THEOLOGICAL INSTITUTE MINOR SUBDIVISION No. 494

A TRACT OF LAND LOCATED IN THE NW1/4 AND SW1/4 SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 EAST, P.M.M., CITY OF BOZEMAN, GALLATIN COUNTY, MONTANA

THE PURPOSE OF THIS SURVEY IS TO CREATE A 5 MINOR LOT SUBDIVISION
THIS SURVEY WAS PERFORMED AT THE REQUEST OF MADISON ENGINEERING
OWNER OF RECORD: GILHOUSEN COMMUNITY PROPERTY TRUST

SHEET INDEX:

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BASIS OF BEARING
Montana State Plane Coordinate System (Single Zone) Grid bearings

1 inch
Scale 1" = 100 '

MINOR SUB 494

CONDITIONS OF APPROVAL

1. Per Section 38.38.020 - All areas reserved for open space and other common areas as identified on the plat are to be owned and maintained by the Yellowstone Theological Institute Association.

2. Per Section 38.39.030.B.2 Sidewalks. The final plat and property owners' association documents shall include language stating that "upon the third anniversary of the plat recordation of any phase of the subdivision, any lot owner who has not constructed said sidewalk shall, without further notice, construct within 30 days, said sidewalk for their lot(s), regardless of whether other improvements have been made upon the lot."

3. Due to the potential of high ground water tables in the area of this subdivision, it is recommended that structures with crawlspaces or full or partial basements not be constructed without first consulting a professional engineer licensed in the State of Montana and qualified in the certification of residential and commercial construction. No crawl spaces or basements should be constructed such that sump pumps are required to pump water from these spaces. Sump pumps are not allowed to connect to the sanitary sewer system. Sump pumps are also not allowed to be connected to the drainage system unless capacity is designed into the drainage system to accept the pumped water. Water from sump pumps may not be discharged onto streets, such as into the curb and gutters where they may create a safety hazard for pedestrians and vehicles.

4. All downstream water user facilities will not be impacted by this Subdivision. No changes or modifications shall be made to the agricultural water user facilities as they cross the proposed development without the written consent of the Ditch Company and the persons legally entitled to the water under an appropriated water right or permit of an irrigation district or other private or public entity formed to provide for the use of the water right on the subdivision lots. In addition, a 20 foot wide easement (Measured 10 feet on either side of the centerline) is hereby established along all irrigation canals and ditches on-site.

5. If a utility easement is greater than the building setback required under Chapter 38 of the Bozeman Municipal Code (B.M.C.) said easement shall apply.

6. NOTICE IS HEREBY GIVEN to all potential purchasers of Lot 4, Block 1 and Lot 1, Block 2, of the Yellowstone Theological Institute Minor 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 Chapter 38.39 of the Bozeman Municipal Code. As such, this Restriction is filed with the final plat that stipulates that any user of these lots is subject to further subdivision, and no development of these lots 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 Lot 4, Block 1 and Lot 1, Block 2, of the Yellowstone Theological Institute Minor 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 or structures are permitted to be constructed on these lots until this restriction is lifted. This restriction runs with the land and is revocable only by further subdivision and the written consent of the City of Bozeman.

7. No parkland dedicated with this subdivision. Development on land initially exempted from park dedication is required to provide park dedication if further development of the site does not continue to meet the criteria for exemption.

8. Maintenance of stormwater infrastructure is the responsibility of the property owners association.

9. Maintenance of private streets within the subdivision are the responsibility of the property owners association.

10. Maintenance of the pedestrian walks shall be the responsibility of the property owners association.

11. Legal and physical access is provided to the site through West Graf Street.

12. Water right cash-in-lieu (CIL) payments for this subdivision have been deferred. Future development will be required to pay CIL prior to site plan approval for each lot per BMC 38.23.180.

RELATED DOCUMENTS

Waiver of Right to Protest the Creation of Special Improvement Districts (SIDs) for a park maintenance district per Doc. No. 2582463, Gallatin County Records.

Waivers of Right to Protest Creation of Special Improvement Districts (SID's) for the following per Doc. No. 2582462, Gallatin County Records.

a. Street improvements to Graf Street including paving, curb/gutter, sidewalk, and storm drainage

b. Street improvements to S. 19th Avenue including paving, curb/gutter, sidewalk, and storm drainage

c. Street improvements to S. 15th Avenue including paving, curb/gutter, sidewalk, and storm drainage

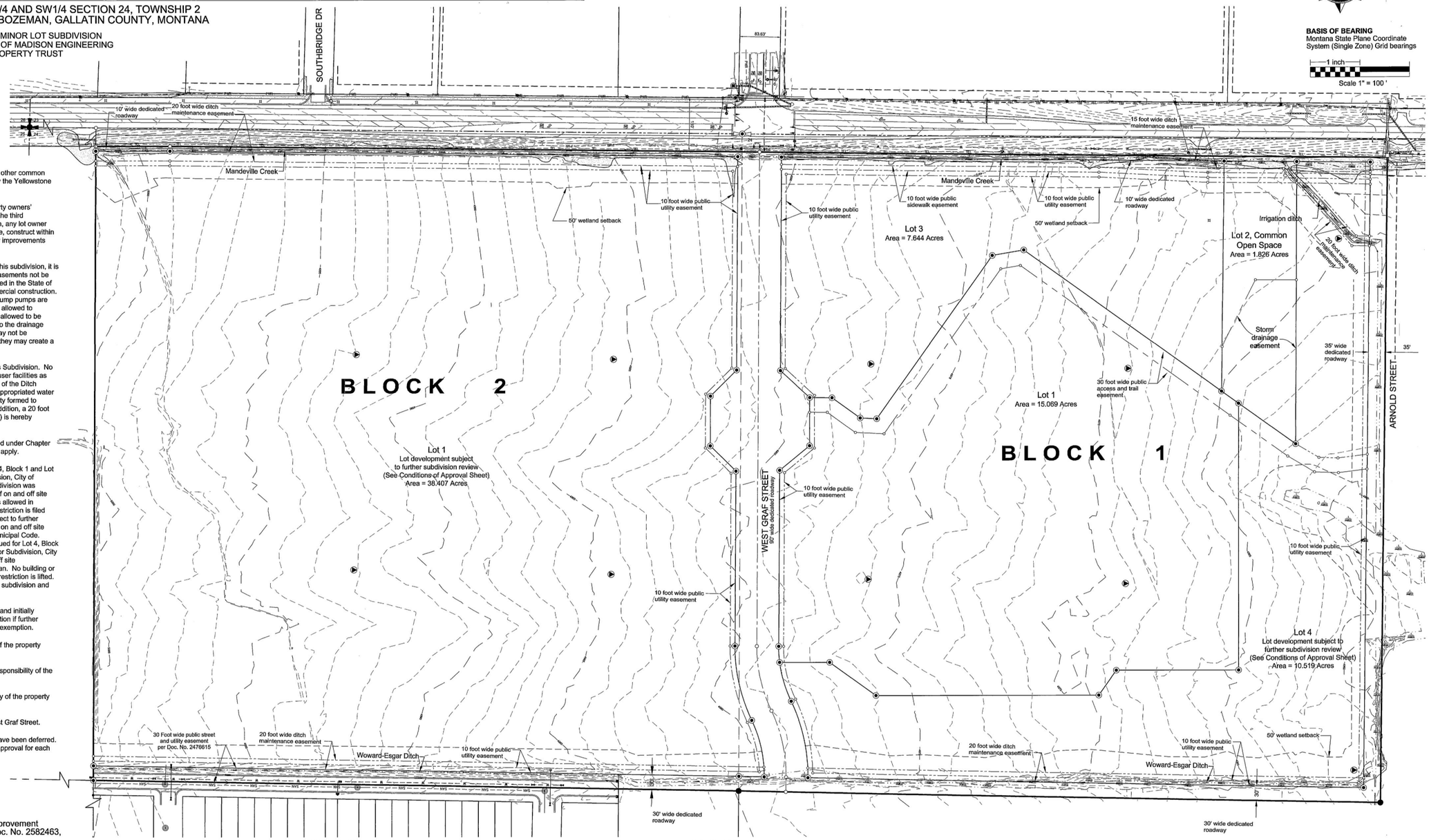
d. Street improvements to Arnold Street including paving, curb/gutter, sidewalk, and storm drainage

e. Intersection improvements to S. 19th Avenue and Graf Street

f. Intersection improvements to Graf Street and S. 11th Avenue

g. Intersection improvements to S. 19th Avenue and Stucky Road

h. Intersection improvements to S. 19th Avenue and Kagy Boulevard



LEGEND OF SYMBOLS & ABBREVIATIONS

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- 1/4 Corner - found monument as noted
- Property line
- Section line
- Interior aliquot part division line
- Easement
- Setback line
- Concrete curb
- Contour (Normal)
- 4690 Contour (Index)
- Water line
- Water valve
- Fire hydrant
- Sewer line
- Sanitary manhole
- Stop sign
- Gas line
- Buried communications line
- Phone pedestal
- Phone service drop
- Carsonite marker
- Concrete
- Fence
- Utility pole
- Overhead electric line or cable
- Buried electric line
- ET Transformer
- GM Power meter
- Wetland
- Culvert
- Storm drainage inlet
- Light pole
- Luminaire
- Traffic signal mast arm
- (R1) Record dimension per C.O.S. 2161.
- (R2) Record dimension per M.D.T. R/W plans (S-243(1))
- (M) Measured dimension
- A.C. Aluminum cap
- C.C.R.F. Certified corner recordation form
- Monitoring well
- Wetlands
- Floodplain

CERTIFICATE OF CONDITIONS OF APPROVAL

The text and/or graphics shown hereon represent the requirements by the governing body for final plat approval and all conditions of subdivision application have been satisfied. The information shown hereon is current as of _____. 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.

DATED this 18 day of JULY, 2017.

Karen M. Gilhousen
Karen M. Gilhousen

2600277
Page: 3 of 3 12/04/2017 02:21:33 PM Fee: $26.00
Charlotte Mills - Gallatin County, MT PLAT

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PROJECT SURVEYOR:	MSL	SHEET 3 OF 3
DRAWN BY:	MSL	
REVIEWED BY:	MSL	148-22
DATE: 6/13/17	PROJECT NO. MT-020-051-24-148.22	

After Recording, Please Return To
Providence Development LLC
1450 Twin Lakes Ave, Suite 201
Bozeman MT 59718

RELEASE OF YELLOWSTONE THEOLOGICAL INSTITUTE ENTITLEMENTS, CONDITIONS, AND AGREEMENTS

WHEREAS, Providence Development LLC, ("Providence Development"), as the applicant and property owner, received final plat approval for the South Range Crossing (SRX) II, Application 26064, recorded as document number 2882137, from the CITY OF BOZEMAN, a Municipal Corporation of the State of Montana ("City") with offices at 121 North Rouse Avenue, Bozeman, Montana 59715, for subsequent subdivision and development of the following real property in the City of Bozeman, Gallatin County, Montana, and more particularly described below as:

> Lots 1-4, Block 1 of Minor Subdivision No. 494, Located in the Northwest Quarter of Section 24, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana

(the "Property").

WHEREAS, the Yellowstone Theological Institute Minor Subdivision No. 494, Application 15574, a first minor subdivision of a tract of record to create five lots, was approved on the Property subject to certain conditions, including landscaping improvements, along with other conditions.

WHEREAS, the Property constitutes a portion of the previously subdivided Yellowstone Theological Institute Minor Subdivision No. 494, with a legal description of:

FINAL PLAT YELLOWSTONE THEOLOGICAL INSTITUTE MINOR SUBDIVISION No. 494 A TRACT OF LAND LOCATED IN THE NW1/ 4 AND SW1/4 SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 EAST, P. M. M., CITY OF BOZEMAN, GALLATIN COUNTY, MONTANA

WHEREAS, the following documents related to Yellowstone Theological Institute Minor Subdivision No. 494, Application 15574, are of record and remain encumbrances on the Property:

- Conditions of Approval, Yellowstone Theological Institute Minor Subdivision No. 494, Document No. 2600277, recorded December 4, 2017, Gallatin County Clerk and Recorder's Office, Gallatin County, Montana;

- All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of Yellowstone Theological Institute Minor Subdivision, No. 494;

- Yellowstone Theological Institute Subdivision Declaration of Covenants & Restrictions, Document No. 2597049, recorded October 20, 2017, Gallatin County Clerk and Recorder's Office, Gallatin County, Montana;

- Improvements Agreement upon the terms, conditions and provisions contained therein, between Yellowstone Theological Institute and the City of Bozeman, Document No. 2600279, recorded December 4, 2017, Gallatin County Clerk and Recorder's Office, Gallatin County, Montana;

("Documents").

WHEREAS, Yellowstone Theological Institute did not undertake the Yellowstone Theological Institute development approved by the City, nor did it construct the improvements contemplated thereby.

WHEREAS, Providence Development, subsidiaries thereof, and or future purchases of portions of the Property have applied for and received final plat approval for further subdivision of the Property from the City, and Providence Development now desires and the City agrees to release the further subdivided portion of the Property from the Conditions of Approval for the Yellowstone Theological Institute Minor Subdivision No. 494 and from all of the Documents listed above and the terms, conditions, and provisions therein.

THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledge, the parties agree and the City hereby certifies that the Yellowstone Theological Institute Minor Subdivision No. 494, conditions of approval, and all of the above-listed Documents, and the terms and conditions therein, are fully and forever vacated and released, discharged and of no further force and effect with respect to Lots 1-4, Block 1, Minor Subdivision No. 494, and correspondingly Providence Development, its successors and assigns, and the Property are hereby fully released and discharged from the Yellowstone Theological Institute Minor Subdivision No. 494, related conditions of approval, and the above-described Documents, and all terms and conditions therein.

DATED this 11 day of August, 2026.

Providence Development LLC



By: Bryan Klein
Its: Member

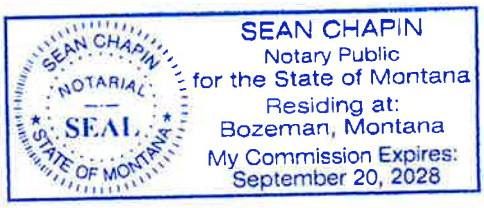
ACKNOWLEDGMENT

STATE OF MT)
:ss
COUNTY OF Gallatin)

On this 11th day of August, 2026, before me, a Notary Public for the State of MT, personally appeared Bryan Klein, Member, Providence Development LLC, known to me to be the person that executed the within instrument, and acknowledged to me that he executed the same for and on behalf of Providence Development LLC.

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

(SEAL)



Sean Chapin
(Printed Name Here) Sean Chapin
Notary Public for the State of _____
Residing at _____
My Commission Expires: _____
(Use 4 digits for expiration year)

SRX II LLC

By: Bryan Klein
Its: Manager

ACKNOWLEDGMENT

STATE OF MT)
:ss
COUNTY OF Gallatin)

On this 11th day of August, 2026, before me, a Notary Public for the State of MT, personally appeared Bryan Klein, Manager, SRX II LLC, known to me to be the person that executed the within instrument, and acknowledged to me that he executed the same for and on behalf of Providence Development LLC.

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

(SEAL)

SEAN CHAPIN NOTARIAL SEAL STATE OF MONTANA

SEAN CHAPIN
Notary Public
for the State of Montana
Residing at:
Bozeman, Montana
My Commission Expires:
September 20, 2028

(Printed Name Here) Sean Chapin
Notary Public for the State of _____
Residing at _____
My Commission Expires: _____
(Use 4 digits for expiration year)

CITY OF BOZEMAN

_____

By: Chuck Winn, City Manager

ATTEST:

_____

Mike Maas, City Clerk

STATE OF MONTANA)
:ss
COUNTY OF GALLATIN)

On this _____day of _____ , 2026, before me, a Notary Public for the State of Montana, personally appeared Chuck Winn and Mike Maas, known to me to the persons described herein and who executed the foregoing instrument as City Manager and City Clerk respectively, of the City of Bozeman, whose names are subscribed to the within instrument and acknowledged to me that they executed the same for and on behalf of said City.

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

(SEAL)

_____

(Printed Name Here) _____
Notary Public for the State of Montana
Residing at _____
My Commission Expires: _____
(Use 4 digits for expiration year)

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Karl Johnson, Engineer II
Shawn Kohtz, Utility Director
Nick Ross, Transportation and Engineering Director

SUBJECT: Authorize the City Manager to Sign a Task Order 13 with Sanbell for Engineering Services on the North Broadway Street and Utility Rehab Renovations Project.

MEETING DATE: August 25, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to sign a Task Order 13 with Sanbell for Engineering Services on the North Broadway Street and Utility Rehab Renovations Project.

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

BACKGROUND: North Broadway Avenue has aging and poor condition water mains and street surface. The goals of the project are to replace the water main from Mendenhall Avenue to Front Street, minor sewer main spot repairs, and replace the street surface from Mendenhall Avenue to Avocado Street. The water main improvements will include new main, appurtenances, and connections to crossing water mains. Street surface improvements include curb to curb asphalt replacement, pedestrian ramp replacements, and traffic calming. Sewer main improvements include targeted spot repairs only; the remainder of the existing sewer main is largely in good condition. This Task Order will provide engineering services to complete design of the project and limited construction management support. The original Professional Services Agreement can be seen here.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As recommended by the City Commission.

FISCAL EFFECTS: Professional services for the Task Order are billed on a cost-plus fixed fee basis with a not-to exceed amount of $104,686. Funding is split between the Water Pipe Replacement Program (W04) fund and Streets Improvement Asphalt Rehabilitation (STR71) in the amount of $78,515 and $26,171 respectively. Sufficient budget exists to authorize the professional services agreement.

Attachments:
Task Order 13 With Sanbell for Design of the North Broadway Street and Utility Renovation Project.pdf

Report compiled on: August 10, 2026

City of Bozeman Term Contract: Urban Renewal District

Task Order Number # 013

PROJECT: North Broadway Street and Utility Renovation

Issued under the authority of City of Bozeman Term Contract Professional Services Agreement With: Sanbell - Rockey Mountain (Formerly Sanderson Stewart)

For: Engineering Services

This Task Order is dated 08/25/2026 between:

City of Bozeman Utilities Department and Sanbell - Rocky Mountain

The following representatives have been designated for the work performed under this Task Order

City: Karl Johnson

Contractor: Joey Staszcuk

SCOPE OF WORK:

Scope of work for this task order is detailed in the attached Statement of Work.

COMPENSATION

Sanbell will bill for its services on accost-plus fixed fee basis with a not to exceed amount of $104,686 as specified in the attached Statement of Work including a detailed hourly breakdown. Sanbell shall submit invoices to the Client for work accomplished during each calendar month. The amount of each monthly invoice shall be determined on a "time-and-material basis" accruing to the attached current standard rate sheet for Sanbell.

IN WITNESS WHEREOF, the parties authorized to commit resources of the parties have executed this Task Order:

City of Bozeman	**Sanbell - Rocky Mountain**
Chuck Winn, City Manager	Danielle Scharf, Principal

City of Bozeman Economic Development Department
Scope of Work – Task Order No. 013
North Broadway Street and Utility Renovations Project
8/2/2026

Sanbell is pleased to provide this scope of work for design of a water main replacement, sanitary sewer main spot repairs, asphalt mill and overlay, and ADA ramp improvements project. The project consists of the design, bidding, contract administration, and limited construction services for the North Broadway Street and Utility Renovations project. The project includes approximately 2,000 lineal feet of water main replacement, relocating the main to preserve existing curb; five (5) sanitary sewer spot repairs; 3,100 square yards of asphalt mill and overlay; and 500 square feet of ADA ramp improvements. This design includes additions of water main stub for future development at E Avocado Street and Davis Street, and a sanitary sewer manhole replacement and main stub for future development at Fridley Street. The City of Bozeman will provide sizes for the above stubs. Professional services include design of the improvements described above, preparation of contract plans and specifications, project bidding and recommendation of award, contract plan and specification interpretation during construction, review of contractor pay estimates, construction staking, and assistance to City construction inspection/observation. The project phases and tasks are described in more detail below.

Scope of Work:

Phase 1 - Project Initiation and Field Research

This phase of the project includes general project management and field research tasks. Field survey was performed under a separate contract, so this contract will only include necessary pick-ups. Subtasks under Phase 1 include the following:

- Project management and general coordination of field work
- Review of as-builts, atlas maps, water service reports, CCTVs, and other historical project information provided by the City of Bozeman
- Survey pick-ups
- Processing of survey pick-ups

Phase 2 - Preliminary (60%) Design Services

This phase consists of all preliminary design tasks. Subtasks under Phase 2 include the following:

- Project management and coordination
- Internal kick-off design charette
- Meetings with the City
- CAD drawing setup
- Preliminary water alignment design
- Water pipe network/plan and profile design including extension to the east in the Davis intersection
- Preliminary sanitary sewer alignment design including extensions from manhole in Broadway to the east in Fridley
- Sanitary sewer spot repair pipe network/plan and profiles
- Storm drain infrastructure replacement design
- Surface improvement site plan drafting
- Preliminary grading of ADA ramp replacements
- Production drawing set-up/labeling
- Constructability review
- Prepare preliminary Special Provisions
- Prepare preliminary Cost Estimate
- Internal QA/QC of plans, specifications, and estimate
- Redline corrections based on internal review
- Submit preliminary (60%) plans, specifications, and estimate to the City of Bozeman for review
- Send preliminary plans to private utility companies

Phase 3 – Final (90%) Design Services

This phase consists of preparation of final plan drawings based on review comments from City of Bozeman. Subtasks under Phase 3 include the following:

- Project management and coordination
- Meeting with City staff to review comments on preliminary submittal
- Incorporate review comments into plans, specifications, and estimate
- Temporary water analysis/design
- Water main flushing and testing plan
- Sanitary sewer bypass pumping design
- Final ADA grading

- Prepare final plans and specifications
- Prepare bid form
- Prepare final cost estimate
- Prepare and compile contract documents
- Internal QA/QC of plans, specifications, and estimate
- Revisions based on internal review
- Prepare for and submit Montana Department of Environmental Quality Engineering Review
- Submit final plans, contract documents include bid alternates for utilities into the Simkins site, and estimate to the City of Bozeman

Phase 4 – Bid (100%) Design, Bid Administration, and Construction Administration Services

This phase consists of final preparation of contract documents, bid assistance, and one (1) round of limited construction services and administration. Subtasks under Phase 4 include the following:

- Project management and coordination
- Plan and specification revisions based on City and MDEQ comments
- Facilitate pre-bid meeting
- Answer bid questions and issue any needed addenda
- Facilitate pre-construction conference
- Review shop submittals
- Respond to Contractor and City Inspector requests for information. Issue necessary clarifications and interpretations of the Contract Documents
- Recommend and prepare Change Orders and Work Change Directives to the City as required
- Provide on-call construction observation during construction as requested by the City of Bozeman. This assumes 20 hours maximum of inspection by Sanbell staff.
- Process applications for payment submitted by the Contractor. City inspector will verify quantities
- Attend (City will lead) final inspection and prepare punchlist. Verify punchlist completion.
- Prepare record drawings based on as-built conditions and coordinate of notes/information from City inspector

- Attend (City will lead) two-year warranty inspection with City staff and Contractor. Generate punchlist and verify completion of punchlist.

The following items are not expected to be needed for this project and are therefore specifically excluded from this scope of work:

- Full topographic survey (completed prior by Sanbell under City Term Contract)
- Landscape restoration and irrigation plans
- Material testing (by City of Bozeman term contract) and initiated/coordinated by City inspector
- Coordinate testing of final utility and surface improvement installations (by City of Bozeman Inspector)
- Street lighting
- Traffic signal/intersection design
- Traffic calming measure design
- Stormwater calculations and report
- Stormwater Pollution Prevention Plan (SWPPP) permit
- Right-of-way coordination
- Wetland permitting and mitigation
- Erosion control plans
- Geotechnical investigation and report
- Construction staking

Fees and Billing Arrangements:

	Fee
Phase 1 – Project Initiation and Field Research	$3,190
Phase 2 – Preliminary (60%) Design Services	$40,425
Phase 3 – Final (90%) Design Services	$35,633
Phase 4 – Bid (100%) Design, Bid Administration, and Construction Administration Services	$25,438
Total Fee	**$104,686**

Sanbell will bill for its services on accost-plus fixed fee basis with a not to exceed amount of **$104,686** as specified in the fee table above and attached detailed hourly breakdown. Sanbell shall submit invoices to the Client for work accomplished during each calendar month. The amount of each monthly invoice shall be determined on a "time-and-material basis" accruing to the attached current standard rate sheet for

Sanbell-Rocky Mountain. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply.

Project Schedule:

The anticipated schedule for this project is a spring/summer 2027 construction with bidding documents ready in January 2027. This schedule shall include reasonable allowances for performance of services by Sanbell, and review and approval times as required by the City. This schedule shall be adjusted as the project progresses, allowing for any changes in scope requested by the City, or for delays or other causes beyond Sanbell's reasonable control.

City of Bozeman - N Broadway Street and Utility Reno Project
8/2/2026

	Labor Category	Total Hours	Direct Labor Rate	Overhead (1.7876)	Profit (12%)	Billing Rate	Total Plan Bill Amount
Phase 100: Project Initiation and Field Research	Project Engineer II	4.00	49.95	89.3	16.71	$155.95	$624
	Prof. Land Surveyor II	14.00	46.63	83.4	15.60	$145.58	$2,038
	Staff Engineer III	4.00	42.31	75.6	14.15	$132.10	$528
		22.00		**Phase 001 Subtotal**			**$3,190**
Phase 002: Preliminary Design (60%)	Project Engineer II	48.00	49.95	89.3	16.71	$155.95	$7,486
	Senior Engineer II	9.00	62.50	111.7	20.91	$195.13	$1,756
	Staff Engineer III	89.00	42.31	75.6	14.15	$132.10	$11,757
	Senior Engineer I	79.00	59.62	106.6	19.94	$186.14	$14,705
	Principal	17.00	88.94	159.0	29.75	$277.68	$4,721
		242.00		**Phase 002 Subtotal**			**$40,425**
Phase 003: Final Design (90%)	Project Engineer II	52.00	49.95	89.3	16.71	$155.95	$8,109
	Senior Engineer II	8.00	62.50	111.7	20.91	$195.13	$1,561
	Staff Engineer III	84.00	42.31	75.6	14.15	$132.10	$11,096
	Senior Engineer I	56.00	59.62	106.6	19.94	$186.14	$10,424
	Principal	16.00	88.94	159.0	29.75	$277.68	$4,443
		216.00		**Phase 003 Subtotal**			**$35,633**
Phase 400: Bid Design (100%)	Project Engineer II	60.00	49.95	89.3	16.71	$155.95	$9,357
	Senior Engineer II	4.00	62.50	111.7	20.91	$195.13	$781
	Staff Engineer III	31.00	42.31	75.6	14.15	$132.10	$4,095
	Senior Engineer I	43.00	59.62	106.6	19.94	$186.14	$8,004
	Const. Engineer II	26.00	39.43	70.5	13.19	$123.10	$3,201
		164.00		**Phase 004 Subtotal**			**$25,438**
Total for N Frontage Wastewater and Pathway Imp		**644.00**					**$104,686**

CITY OF BOZEMAN COST RATES

ROCKY MOUNTAIN

EFFECTIVE SEPTEMBER 13, 2025

sanbell
Intelligent Infrastructure. Enduring Communities.

STAFF PERSONNEL SERVICES

Staff Engineer I	$35.67/hour
Staff Engineer II	$38.73/hour
Staff Engineer III	$42.31/hour
Landscape Designer I	$33.17/hour
Landscape Architect I	$41.35/hour
Landscape Architect II	$44.23/hour
Senior Landscape Architect I	$55.29/hour
Planner II	$45.19/hour
Senior Planner II	$64.90/hour
Project Engineer I	$45.19/hour
Project Engineer II	$49.95/hour
Senior Engineer I	$64.90/hour
Senior Engineer II	$86.54/hour
Senior Engineer Manager	$65.38/hour
Senior Project Manager	$72.12/hour
Senior Eng Manager/Principal	$88.94/hour
Engineer Intern	$24.00/hour
Field Survey Technician II	$30.00/hour
Staff Surveyor II	$41.35/hour
Professional Land Surveyor II	$46.63/hour
Senior Professional Land Surveyor II	$56.73/hour
Construction Engineering Tech.	$39.43/hour
Designer II	$36.06/hour
Senior Designer Manager	$52.88/hour
Project Administrator	$31.25/hour
Senior Project Administrator	$39.90/hour
Accounting Specialist	$30.77/hour
Office Coordinator I	$25.48/hour
Office Coordinator II	$27.88/hour
HR Generalist/Specialist	$34.00/hour
Human Resources Assistant	$35.00/hour
IT Systems Admin II	$38.46/hour
Web/Graphic Designer	$38.46/hour
Marketing Coordinator	$39.90/hour
Senior Marketing Coordinator	$44.23/hour
Marketing Director	$64.90/hour

TRAFFIC DATA COLLECTION SERVICES

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

SURVEY CREW SERVICES

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

FAR OH Rate: 1.7876
(Provisional Rate approved by MDT for 7/1/26)

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

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Nicholas Ross - Director of Transportation and Engineering

SUBJECT: Authorize the City Manager to Sign Amendment 1 to the Professional Services Agreement with East Ridge Excavation for On-Call Residential Snow Plowing Services

MEETING DATE: August 25, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize the City Manager to Sign Amendment 1 to the Professional Services Agreement with East Ridge Excavation for On-Call Residential Snow Plowing Services.

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

BACKGROUND: The Department of Transportation and Engineering previously entered into a Professional Services Agreement with East Ridge Excavation for On-Call Residential Snow Plowing Service for the 2025-2026 snow year. These services provide backup support for the Streets Division necessary to maintain the city's targeted level of service of clearing all residential streets within seven days of storm events over 4" in accumulation.

Amendment 1 to this agreement extends the contract for the 2026-2027 snow year and authorizes a moderate fee increase to offset the rise in fuel costs.

UNRESOLVED ISSUES: None.

ALTERNATIVES: As suggested by Commission.

FISCAL EFFECTS: Funding in the amount of $100,000 has been approved in the Street Maintenance FY27 Operating Budget. Services shall be billed on a per-mile, as-needed basis.

Attachments:
Amendment_1_OnCallPlowing_EastRidge

Report compiled on: August 14, 2026

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR On-Call Residential Snow Plowing Services dated October 28, 2025 (the "Agreement") is made and entered into this _25_ day of _August_, 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 East Ridge Excavation, LLC, hereinafter referred to as "Contractor."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. **Extension of Term**. Section 31 of the Agreement is extended for an additional one (1) year period. The Agreement shall terminate on June 30, 2027.

2. **Payment.** Section 4 of the Agreement and the referenced Scope of Services shall be revised to $70 per centerline mile and $82 per centerline mile for loose accumulation above 8" in depth.

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

EAST RIDGE EXCAVATION, LLC

By_____
Print Name: Matt Dardani
Title: Owner

APPROVED AS TO FORM

By_____
Greg Sullivan, Bozeman City Attorney

BOZEMAN MT

Memorandum

REPORT TO: City Commission

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

SUBJECT: Authorize City Manager to sign Amendment No. 2 to the Professional Services Agreement with HDR Engineering, Inc. for the Valley Center Lift Station and Force Main Project

MEETING DATE: August 25, 2026

AGENDA ITEM TYPE: Agreement - Vendor/Contract

RECOMMENDATION: Authorize City Manager to sign Amendment No. 2 to the Professional Services Agreement with HDR Engineering, Inc. for the Valley Center Lift Station and Force Main Project

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

BACKGROUND: Attached is a copy of Amendment No. 2 to the Professional Services Agreement with HDR Engineering, Inc. for the Valley Center Lift Station and Force Main Project. The document is in the City's standard format.

The original professional services agreement and previous amendment were for the design phases of the project. The design has been completed, the project was bid and the construction contract has been awarded. This amendment will add the bidding and construction phase services to the engineering contract. The bidding and construction phases are paid on a time and materials basis, so only those hours needed to complete the project will be compensated.

UNRESOLVED ISSUES: None

ALTERNATIVES: As suggested by the City Commission

FISCAL EFFECTS: Addition of $262,201 to be paid from the Wastewater Fund (WW134). Construction of the project is included in the 2025 Biennium Budget at $2,288,000. The contract award was for $1,892,731.72 bringing the total with this amendment to $2,154,932.72.

Attachments:
Valley Lift Station Amendement 2.pdf

Report compiled on: August 13, 2026

Amendment No. 2 to Professional Services Agreement For Valley Center Lift Station and Force Main Project

THIS AGREEMENT is made as of this _____ day of August, 2026, between THE CITY OF BOZEMAN, a Municipal Corporation, Bozeman, Montana, herein referred to as OWNER and HDR Engineering, Inc., an Engineering Consulting Firm of Bozeman, Montana, herein referred to as ENGINEER.

WHEREAS, the parties have entered into a Professional Services Agreement dated November 14th, 2023, herein referred to as Original Agreement for professional engineering services; and

WHEREAS, the parties desire to further amend the provisions of this Agreement.

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

ARTICLE 1 - ENGINEERING SERVICES
Section 1.3 and Section 1.4 are added to the Original Agreement as follows:

1.3. Bid Phase, Contract Administration, and Construction Services – The scope of services under this contract is set forth in this Agreement and the attached EXHIBIT C "Valley Center Lift Station & Force Main Project – Bid Phase, Contract Administration, and Construction Services – Scope of Services" and EXHIBIT D "Valley Center Lift Station & Force Main Project – Bid Phase, Contract Administration, and Construction Services – Fee Estimate".

1.4. Exhibit A – Engineer's Status During Construction and Exhibit B – A listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative.

ARTICLE 4 - BASIC ENGINEERING SERVICES
Articles 4.4, 4.5, and 4.6 are added to the Agreement as follows:

4.4 **BIDDING OR NEGOTIATING PHASE**

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

4.4.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for construction contract(s) and record prospective bidders to whom Bidding Documents have been issued, receive and process deposits for Bidding Documents and conduct pre-bid conferences.

4.4.2. Provide interpretation or clarification to prospective bidders regarding the Bidding Documents, and issue addenda as appropriate.

4.4.3. Consult with and advise OWNER as to the acceptability of the prime contractor, subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein call "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

4.4.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

4.4.5. Attend the bid opening, prepare bid tabulation, evaluate bids, assess bidders' responsiveness and responsibility and make award recommendation to OWNER.

4.4.6 Facilitate contract award, and the execution and distribution of the contract documents for construction, materials, equipment and services. Furnish Owner two original signature sets of executed contract documents (including design drawings, specifications and contracts). Furnish contractor with one set of original signature executed contract documents and up to three sets of construction documents.

4.5 CONSTRUCTION PHASE

The responsibilities of the ENGINEER during the Construction Phase are summarized as follows:

4.5.1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER'S representative as provided in **EXHIBIT A - ENGINEER'S STATUS DURING CONSTRUCTION**, attached to and made part of this Agreement and may be further provided under the General Conditions of the contract documents. The extent and limitations of the authority, duties, and responsibilities of the ENGINEER on the construction job site as described here-in shall not be modified except as the ENGINEER and OWNER may otherwise agree in writing. All of OWNER's instruction to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in the General Conditions except as otherwise provided in writing.

In addition to the services provided under Article 10 (Exhibit A) the ENGINEER shall provide the following services during construction:

4.5.1.1 Schedule and conduct a pre-construction conference.

4.5.1.2 Provide personnel, equipment and supplies for construction layout and control, including establishment of line, grade, and blue top control staking.

4.5.1.3 Review Contractors' construction schedules and operations, and the Contractors' traffic control plans and its implementation prior to the start of construction.

4.5.1.4 Ascertain that the Contractor has secured required permits needed to accomplish his work.

4.5.1.5 Prepare and provide weekly activity and progress reports to the City's Task Director.

4.5.1.6 ENGINEER shall provide OWNER copies of all correspondence between the ENGINEER and Contractor.

4.5.1.7 Issue stop and resume work orders, in whole or in part, when work is not or cannot be performed in accordance with the Contract Documents.

4.5.1.8 Review and approve, for conformance with the project technical specifications all shop drawings, and other Contractor submittals required by the Contract Documents.

4.5.1.9 During construction review Contractors' construction schedules and evaluate conformance and progress under the Contract time provisions.

4.5.1.10 Prepare for OWNER'S approval any plan and specification changes which due to any initial design or engineering deficiencies are required to complete the project original design concept.

4.5.1.11 Inspect the project and when appropriate, and after conferring with OWNER, issue a Certificate of Substantial Completion to the Contractor.

4.5.1.12 Prior to recommending final payment, schedule and conduct with the OWNER a final project inspection and submit a report to the OWNER documenting any outstanding items or deficiencies requiring correction prior to final payment. Upon satisfactory project completion, ENGINEER shall certify in writing to the OWNER, and any required regulatory agencies, that the construction was completed in accordance with the approved plans and specifications and is performing in accordance with the design concept.

4.5.1.13 Twenty-three months after project substantial completion schedule and conduct with the Owner a Two-Year Warranty Inspection of the project and advise the owner in writing whether project deficiencies exist and if the project is performing in accordance with the design concept.

4.5.2. Resident Project Representative. ENGINEER shall provide a qualified Resident Project Representative at the job site to provide observation of the work as provided in

EXHIBIT B - A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE, attached to and made part of this Agreement.

The ENGINEER shall submit to the OWNER, for review and acceptance, the resume of each Resident Project Representative who may be assigned to the job site during the course of the Project not less than 10 calendar days prior to the pre-construction meeting. Any subsequent change in the resident representative shall also be subject to the OWNER'S approval.

4.5.3 Limitations of Responsibilities. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents; however, nothing contained in this Agreement shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

4.6. **PROJECT DOCUMENTATION**

ENGINEER shall furnish OWNER with (a) one mylar copy, two paper copies, and an electronic copy of the Project Record Drawings ("As-Builts"), (b) written monthly progress reports, and (c) a project notebook containing such correspondence and documentation as requested by OWNER.

ARTICLE 6 - COMPENSATION FOR ENGINEERING SERVICE

Article 6.2 is added to the Agreement as follows:

6.2 **DIRECT LABOR COST PAYMENT FOR BASIC SERVICES AND EXPENSES OF ENGINEER.**

Construction and project documentation services performed as Basic Engineering Services under sections 4.4 through 4.6 including General Administration of Construction Contract, Resident Project Representation, Project Documentation, and Construction Testing, shall be compensated in accordance with the following:

6.2.1 The OWNER shall pay for Construction Phase and Project Documentation Services an amount not to exceed $262,201 except as provided under 6.2.1.2 and 6.2.4.

6.2.1.1 Costs Compensation. Compensation for these services shall be based on the ENGINEER's Direct Labor Cost times a factor of 3.30 for services rendered which shall cover Direct Labor, Direct Labor Overhead, General & Administrative Overhead and Profit.

6.2.1.2 Notification. At any time during the construction that it becomes apparent that the Construction Phase and Project Documentation Services rendered under

this Agreement will exceed the negotiated compensation for these services, and prior to performing services in excess of the contract ceiling, the ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the scope and progress of the project work. ENGINEER shall obtain written authorization from OWNER, prior to any additional costs being incurred under paragraph 6.2.1.3. If it is determined that due to a change in project scope under paragraph 5.2.1, the ENGINEER is entitled to additional compensation, OWNER and ENGINEER may negotiate terms as provided under 6.2.1.1. The amount and terms of any additional compensation under 6.2.1.1 or 6.2.1.3 shall be negotiated and agreed in writing pursuant to 9.16.

6.2.1.3 Costs Exceeding Estimated Compensation. Except as allowed under 5.2.1, when the total cost of the original scope Construction Phase and Project Documentation Services exceeds the negotiated compensation for these services, the OWNER shall pay only for the direct costs incurred in excess of the estimated compensation. These costs consist of an amount equal to the ENGINEER'S Direct Labor Cost times a factor of 2.85 for services rendered which shall include Direct Labor, the federally audited payroll Direct Labor Overhead, and General & Administrative Overhead costs, but shall not include any allowance for profit.

6.2.2. Reimbursable Expenses, as defined in section 7.4 of this Agreement, for Basic Services and Approved Additional Services shall be paid to the ENGINEER by the OWNER in the actual amount of the costs incurred up to an amount not to exceed $8,757 which includes reimbursable expenses. The estimated reimbursable expenses are identified in Exhibit D "Valley Center LS & FM – Bid Phase, Contract Administration, and Construction Services – Fee Estimate".

6.2.3. Failed Test Expenses. The ENGINEER shall maintain and provide to the OWNER, a record of the costs associated with failing quality control tests performed for the OWNER during the course of the construction of the project and recommend an amount the OWNER deduct from the contractor(s) payments.

6.2.4 The OWNER shall pay an amount for Additional Services rendered by the ENGINEER and approved in writing by the OWNER on the basis of the ENGINEER'S Direct Labor Costs times a factor of 3.30, or an amount otherwise negotiated at the time such services are requested and approved by the OWNER.

ARTICLE 7 – MEANING OF TERMS

Article 7.3 is added to the Agreement as follows:

7.3 **DIRECT LABOR COSTS**

Direct Labor Costs used as a basis for payment mean the actual salaries and wages paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical and

business personnel; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement the principals and employees of the ENGINEER maximum billable Direct Labor Costs are:

Principals	$ 95.00 /hour
Project Manager	$ 85.00 /hour
Senior Engineer	$ 90.00 /hour
Staff Engineer	$ 60.00 /hour
Junior Engineer	$ 40.00 /hour
SCADA/Programming	$ 65.00 /hour
CADD/BIM	$ 65.00 /hour
Accountant	$ 45.00 /hour
Project Administration	$ 40.00 /hour

Except as specifically amended herein, the original agreement shall remain in full force and effect and the Parties shall be bound by all terms and conditions therein.

IN WITNESS WHEREOF, the parties hereto do make and execute this Agreement on the day and year first above written.

CITY OF BOZEMAN
By:

_____
Chuck Winn
City Manager

ATTEST:

_____
Mike Maas
City Clerk

APPROVED AS TO FORM

By:_____
Greg Sullivan
City Attorney

ENGINEER

By:_____
Tim Erickson, PE
Vice President

ATTEST:
By:_____

EXHIBIT A

TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

ENGINEER'S STATUS DURING CONSTRUCTION

This Exhibit is attached to, made a part of and incorporated by reference with the Agreement made on _____, between **CITY OF BOZEMAN** (OWNER) and **HDR Engineering, Inc.** (ENGINEER) providing for professional engineering services.

ARTICLE 10 - ENGINEER'S STATUS DURING CONSTRUCTION

10.1. OWNER'S REPRESENTATIVE

ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

10.2. VISITS TO THE SITE

ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER's greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

10.3. PROJECT REPRESENTATION

If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in **EXHIBIT B, A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE.**

10.4. CLARIFICATIONS AND INTERPRETATIONS

ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable

from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in the General Provisions of the construction Contract Document.

10.5. AUTHORIZED VARIATIONS IN WORK

ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in the General Conditions of the Construction Contract.

10.6. REJECTING DEFECTIVE WORK

ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in the General Provisions of the construction Contract Document whether or not the work is fabricated, installed, or completed.

10.7. SHOP DRAWINGS, CHANGE ORDERS AND PAYMENT

10.7.1. The ENGINEER's responsibility for Shop Drawings and samples shall comply with the shop drawing provisions of the General Provisions of the construction Contract Document

10.7.2. The ENGINEER's responsibilities for Change Orders shall comply with the change order provisions of the General Provisions of the construction Contract Document.

10.7.3. The ENGINEER's responsibilities for contractor's Application for Payment shall comply with the payment provisions of the General Provisions of the construction Contract Document.

10.8. DETERMINATIONS FOR UNIT PRICES

ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written recommendation thereon (by recommendation of an Application for Payment or otherwise) to OWNER.

10.9. **DECISION ON DISPUTES**

10.9.1. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under The General Conditions of the Construction Contract in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be promptly reported and copied to the OWNER.

10.9.2. When functioning as interpreter under paragraphs 10.8 and 10.9.1, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 10.8 and 10.9.1 with respect to any such claim, dispute or other matter will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

10.10. **LIMITATIONS ON ENGINEER'S RESPONSIBILITIES**

10.10.1. Neither ENGINEER's authority to act under this Article or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Sub-contractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

10.10.2. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 4.5.3.

EXHIBIT B

TO AGREEMENT BETWEEN OWNER AND
ENGINEER FOR PROFESSIONAL SERVICES

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE.

This Exhibit is attached to, made a part of and incorporated by reference with the Agreement made on _____, between **CITY OF BOZEMAN** (OWNER) and **HDR Engineering, Inc.** (ENGINEER) providing for professional engineering services.

ARTICLE 11 - DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents and in particular the specific limitations set forth in section 4.5 of the Agreement are applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in this agreement and in the construction Contract Documents, and are further limited and described as follows:

11.1. **GENERAL**

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

11.2. **DUTIES AND RESPONSIBILITIES OF RPR**

11.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

11.2.2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and the project-related meetings, and prepare and circulate copies of minutes thereof.

11.2.3. Liaison:

11.2.3.1. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR.

11.2.3.2. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

11.2.4. Shop Drawings and Samples:

11.2.4.1. Record date of receipt of Shop Drawings and samples.

11.2.4.2. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.

11.2.4.3. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring Shop Drawing or sample if the submittal has not been app approved by ENGINEER.

11.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests:

11.2.5.1. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

11.2.5.2. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

11.2.5.3. Verify that tests, equipment and systems startup and operating and maintenance training are conducted in the presence of appropriate personnel, and the CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startup.

11.2.5.4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

11.2.6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

11.2.7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

11.2.8. Records:

11.2.8.1. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

11.2.8.2. Keep a detailed and accurate diary or log book, recording CONTRACTOR hours on the job site, weather conditions, prime and subcontractor daily work force, daily log of equipment onsite or on standby, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

11.2.8.3. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

11.2.9. Reports:

11.2.9.1. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

11.2.9.2. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

11.2.9.3. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.

11.2.9.4. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

11.2.10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11.2.11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

11.2.12. Completion:

11.2.12.1. Submit to CONTRACTOR, and ENGINEER a list of observed items requiring completion or correction before ENGINEER may issue a Certificate of Substantial Completion.

11.2.12.2 Assess completion or correction of items noted under 11.2.12.1, advise ENGINEER on their status, and make recommendation to Engineer regarding issuance of a Certificate of Substantial completion.

11.2.12.3. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.

11.2.12.4. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning final acceptance.

11.3. **LIMITATIONS OF AUTHORITY**

Resident Project Representative:

11.3.1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.

11.3.2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.

11.3.3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.

11.3.4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

11.3.5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

11.3.6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.

11.3.7. Shall not authorize OWNER to occupy the Project in whole or in part.

11.3.8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

EXHIBIT C

CITY OF BOZEMAN, MONTANA
VALLEY CENTER LIFT STATION AND FORCE MAIN PROJECT

BID PHASE, CONTRACT ADMINISTRATION, AND CONSTRUCTION OBSERVATION SERVICES

AMENDMENT NO. 2 – SCOPE OF SERVICES

Scope of Services

The scope of services identified herein is for the Bid Phase, Contract Administration, and Construction Observation related to the Valley Center Lift Station and Force Main Project.

Task 1000. Project Management

HDR will provide project management and administrative activities throughout the duration of the Bid Phase, Contract Administration, and Construction Observation of the construction project and generally include the following:

- Invoicing, work planning, and administrative activities to manage, to the extent possible, scope, budget, and schedule relative to activities summarized within this scope of services.

Task 1000 Deliverables

- Monthly invoices.
- Memoranda and meeting notes, as required.

Task 1100. Bid Phase Services

HDR will provide bid phase services to assist the City in the selection of a Contractor for the construction of the project. These services will consist of the following:

Subtask 1101 – Bidding Administrative Assistance

Prepare Bid Documents and facilitate online bid services through QuestCDN for prospective bidders. Develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of bidders' questions and requests and the response thereto. HDR will provide technical interpretation of the Bid Documents and will prepare proposed responses to bidders' questions and requests, which may be in the form of addenda, and assist the City in arranging and conducting a pre-bid conference. HDR will develop the agenda and content of the pre-bid conference and will record minutes and document the results of the pre-bid conference. *Budget assumes seventy-two (72) hours total over the bidding period.*

Subtask 1102 – Bid Opening Assistance

Conduct the bid opening at the date and time specified in the solicitation. HDR will electronically open bids, using QuestCDN's secure bid opening function, and will publicly read and publish the names of bidders, base bids, and other required bid items as applicable. Bid results will be recorded, and a bid tabulation prepared. *Budget assumes two (2) hours total over the bidding period.*

Subtask 1103 – Post-Bid Administrative Assistance

Review and evaluate bids for responsiveness and bid amount. HDR will also verify through reasonable investigation the financial and performance history documentation submitted by the apparent low bidder and provide a Recommendation to Award to the City and Issue Notice of Award. *Budget assumes twenty (20) hours total over the bidding period.*

Task 1100 Deliverables

- Pre-Bid Conference Agenda and Minutes.
- Plan Holders List.
- Addenda, as needed.
- Recommendation to Award and Certified Bid Tab.
- Notice of Award.

Task 1200. Construction Services

Subtask 1201 – Contract Administration

The overall objective of Contract Administration services to be provided by HDR is to provide technical consultation during construction.

Specific services to be performed by HDR under this task include the following:

1201.1 Contract Administration

- Contractor coordination and correspondence as required to facilitate the project, for the contract duration listed in the Bid Documents.
- Review requests for payments submitted by the Contractor for compliance with the work performed. This task assumes up to seven (7) requests for payment based on the contract duration listed in the Bid Documents.
- *Budget assumes fifty-six (56) hours total over the construction duration.*

1201.2 Conformed Documents

- Develop Conformed Documents for the Contractor's use. *Budget assumes six (6) hours for Conformed Document development.*

1201.3 Pre-Construction Meeting

- Conduct one in-person (1) pre-construction meeting with the Owner, Contractor and other interested parties in the Owner's office or at the project site. Two (2) HDR staff will attend the pre-construction meeting. *Budget assumes one (1) pre-construction meeting, two (2) hours total, for the pre-construction meeting.*

1201.4 Progress Meetings

- Attend virtual bi-weekly progress meetings with the Contractor to discuss schedule, progress, problems, and coordination of activities with construction of the pump station. HDR will develop meeting minutes for monthly progress meetings. Two (2) HDR staff will attend each monthly progress meeting. *Budget assumes fourteen (14) progress meetings; twenty-eight (28) hours total, over the construction duration.*

1201.5 Shop Drawing Review

- Review shop drawings, equipment submittals, and construction drawings submitted by the Contractor for compliance with the construction plans and specifications. Approximately 75 original technical submittals and 25 technical re-submittals are assumed for this effort. This includes Schedule of Values, Progress Schedule, Submittal Schedule, technical shop drawings, O&M manual submittals, performance test. Major substitution submittals, instrumentation and control submittals, various equipment submittals based on previous design discussions will be shared with the City for review and comment upon receipt from the Contractor. *Budget assumes 216 hours total over the construction duration.*

1201.6 Requests for Information (RFIs) and Work Change Directives (WCD)

- Respond to Requests for Information (RFIs), inquiries, and suggestions submitted by the Contractor. Coordinate and maintain log of Contractor submittals and RFIs. Approximately 10 RFIs are assumed for this effort.
- Resolve changed site conditions, design conflicts, and prepare supplemental drawings and sketches to resolve conflicts.
- Prepare Work Change Directives (WCD) and Change Orders. Evaluate Contractor's proposals with independent estimates of cost and time impacts. Approximately 3 WCDs are assumed for this effort.
- *Budget assumes forty (40) hours total over the construction duration.*

1201.7 Startup Coordination

- Conduct substantial completion inspection, prepare punch lists, and establish the contractual warranty period for construction work. Conduct final inspection using substantial completion punch lists. The final inspection shall take place after infrastructure has been completely installed in accordance with approved plans and specifications. *Budget assumes twelve (12) hours total over the construction duration.*
- Upon completion of the project, HDR will coordinate the preparation of final record drawings based on construction records. HDR will furnish the Contractor with a half-size copy of the project drawings for recording construction information. Progress payment

processing will be predicated upon the status of the Contractor's record drawings. HDR will submit the final approved record drawings. Records drawings will include one (1) full-size set on paper, and an electronic version in .pdf format. These drawings will be based on construction records from the Contractor and construction observations. *Budget assumes sixty (60) hours total over the construction duration.*

Subtask 1202 – Construction Observation

The objective of Construction Observation services is to provide on-site observation during active construction and to monitor the performance of the Contractor and assist in responding to events that occur during construction or during critical construction activities.

1202.1 Construction Observation

- It is assumed for budgeting purposes that on-site observation will consist of a seven-month construction duration for four (4) hours per day for onsite field observation for a total of 150 workdays (600 hours) and four (4)-hour-site visits by the Project Manager to observe ongoing work by the Contractor (timing of Project Manager site visits to align with critical construction activity) for a total of eight (8) workdays (32 hours). Eight (8)-hour-site visits (including travel time) for specific disciplines (e.g., structural, electrical, and I&C observation/coordination) from HDR's Missoula Office for onsite observation and/or coordination for a total of four (4) workdays (32 hours). *Budget assumes 680 hours total over the construction duration.*

1202.2 Special Inspections

- Perform special inspections in accordance with the International Building Code (IBC). A Schedule of Special Inspections will be completed and submitted to the City of Bozeman Building Official, including the Statement of Special Inspections. Eight (8)-hour-site visits (including travel time) for structural special inspections from HDR's Missoula Office for a total of two (2) workdays (16 hours). *Budget assumes sixteen (16) hours total over the construction duration.*

HDR's observation and monitoring portions of the work performed under construction contracts shall not relieve the Contractor from its responsibility for performing work in accordance with applicable contract documents. HDR shall not control, have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. HDR shall not be responsible for the acts or omissions of the Contractor or other parties on the project.

Exclusions

- Construction materials testing and compaction testing will be performed by the City's testing firm (Morrison-Maierle, Inc.).

Subtask 1203 – SCADA Programming and Integration

The overall objective of SCADA Programming and Integration is to include application programming (PLC, OIT, and HMI) to incorporate and integrate the capability and functionality defined in the project documents, integrate new infrastructure into the City's existing system (Ignition), and to work with the City's Information Technology (IT) Department for network support. Subtask 1203 will include the following:

- Review sample code provided by the City to develop programming consistency with programming that is currently in use at other City lift stations, and in accordance with applicable City standards. Provide programming in accordance with the developed IO lists and project documentation, incorporating the capability and functionality as defined in the Contract Documents.
- Prepare functional descriptions to facilitate development and programming associated with the System Integrator-provided control panel utilizing the City's SCADA standards.
- Integrate the Package Lift Station controller, provided by Others, into the Valley Center Lift Station PLC. HDR assumes communication with the Package Lift Station controller will be via EtherNet/IP and that the Contractor's submittal will include documentation of the required data registers necessary to monitor and control the lift station.
- Program and configure the Valley Center Lift Station PLC program, incorporating the City's standard User Defined Data Types (UDT) in the PLC.
- Develop an OIT application using ISA standards for high-performance graphics, unless otherwise directed by the City. This application will include no more than ten (10) screens and will be configured for monitoring only. OIT screens shall include Alarms, Overview, Pump Status, PLC Overview, and Maintenance.
- HDR understands that the City utilizes a Master PLC (City Shops) that polls remote lift stations into a common point that is then referenced by the City's SCADA system. HDR will make the necessary modifications to the Master PLC logic to include the Valley Center Lift Station into the polling routine. HDR assumes means of communication are defect free between the Master PLC and the Valley Center Lift station and that the connection between those two points will be made by Others.
- Provide support during installation and equipment start-up.
- Coordinate with electrical and instrumentation of Contractors/Subcontractors and equipment suppliers regarding equipment calibration and equipment configuration necessary for PLC programing.
- Coordinate instrumentation and control (I&C) and programming with the City's SCADA Manager.
- *Budget assumes 156 hours total (for programming and SCADA integration) and 16 hours total (for PM and I&C Engineer) over the construction duration.*

Exclusions

- VFD commissioning and configuration of parameters to be performed by the VFD supplier.
- Ignition programming will be performed by the City (e.g., alarm notification programming and software programming).
- Automated reporting.
- Networking, network appliance configuration, radio installation, radio configuration and switch configuration.

Subtask 1204 – Project Closeout / Certification / Warranty Inspection

- Develop a list of observed construction deficiencies for the construction of the infrastructure. Provide observation of the correction of these deficiencies, review final payment applications, and assist in making recommendations for final payment. Submit contract closeout paperwork and provide certification of project completion as required by Montana Department of Environmental Quality (DEQ). Attend a one (1) and two (2) year warranty inspection walkthrough. *Budget assumes sixteen (16) hours total for Project Closeout / Certification / Warranty Inspection.*

Task 1200 Deliverables

- Pre-construction Conference Agenda and Meeting Minutes.
- Copies of Reviewed Shop Drawings.
- Progress Payment Recommendations.
- Copies of RFIs, WCDs, Change Proposals, etc.
- Bi-Weekly Construction Meeting Agenda and Meeting Minutes.
- Daily Field Reports and Photos.

EXHIBIT D

July 17, 2026
Client: City of Bozeman
Project: Valley Center Lift Station and Force Main Fee Estimate

Task	Task Description	Project Manager	Junior Engineer (EIT)	Electrical / I&C Engineer	Structural Engineer	SCADA / Programming	CADD/BIM	Accountant	Project Admin	Total Hours	Labor	TOTAL DIRECT EXPENSES	Total Fee
1000	**Project Management**												
1000	Project Management	24						16	4	44			
	Subtotal Project Management	**24**						**16**	**4**	**44**	**9,056.00**		
1100	**Bid Phase Services**												
1101	Bidding Administrative Assistance	32	24		4		12			72			
1102	Bid Opening Assistance	2								2			
1103	Post-Bid Administrative Assistance	12	8							20			
	Subtotal Bid Phase Services	**46**	**32**		**4**		**12**			**94**	**19,390.00**		
1200	**Construction Services**												
1201.1	Contract Administration	32	24							56			
1201.2	Conformed Documents	2					4			6			
1201.3	Pre-Construction Meeting	2	2							4			
1201.4	Progress Meetings	28	28							56			
1201.5	Shop Drawing Review	48	96	40	32					216			
1201.6	Requests for Information (RFIs) and Work Change Directives (WCD)	6	30	2	2					40			
1201.7	Startup Coordintation	8	4				60			72			
1202.1	Construction Observation	32	600	24	24					680			
1202.2	Special Inspections				16					16			
1203	SCADA Programming and Integration	8		8		156				172			
1204	Project Closeout / Certification / Warranty Inspection	12	4							16			
	Subtotal Construction Services	**178**	**788**	**74**	**74**	**156**	**64**			**1,334**	**224,998.00**		
	Total Hours	248	820	74	78	156	76	16	4	1472			
	Total Fee										**$ 253,444**	**$ 8,757**	**$ 262,201**

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Tom Rogers, Senior Planner
Chris Saunders, Community Development Manager
Erin George, Interim Director of Community Development

SUBJECT: Ordinance, Final Adoption, Establishing a Zoning Designation of R-1, Residential Low-Density District, in Association with the Annexation of 1.173 Acres, the 1071 Story Mill Road Annexation, Application 25525

MEETING DATE: August 25, 2026

AGENDA ITEM TYPE: Ordinance

RECOMMENDATION: Finally adopt Ordinance.

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

BACKGROUND: The Commission (5:0) approved Application 25525 on February 10, 2026, to annex 1.173 acres and voted (5:0) to establish an initial zoning designation of R-1, Residential Low-Density District, now RA, subject to terms of annexation and contingencies for zoning. Final documents and easements have been received. A signed annexation agreement was received on June 30, 2026.

The property is addressed at 1071 Story Mill Road and generally located on the southwest corner of Story Mill and Boylan Roads. The applicant and property owners seek to annex two existing parcels and establish an initial zoning of R-1 (RA), Residential Low-Density District. The property is currently zoned M-1, Light Manufacturing, within the County administered Gallatin County Bozeman Area Zoning District (the Donut).

As stated by the applicant, “The Great Northern Golf Company of Montana intends to continue the current use of this property while gaining access to essential services such as water and sewer. Since the property is currently dry, the owners have relied on temporary restroom facilities on site or directed employees to use facilities at the clubhouse on McIlhattan Road. With Gallatin County’s population growth and the rising demand for outdoor recreation, Bridger Creek Golf Course has experienced steady increases in number golfers’ season after season. This growth has required additional maintenance staff, and planning for long-term employee needs has become a priority.”

Golf courses and support services are permitted use in the R-1 district with an approved Special Use Permit. Golf courses are permitted use in the R-A and R-B districts with a special use permit in the recently adopted Unified Development Code (UDC). The existing use will not change because of annexation and zoning, but any future changes will be subject to municipal standards and processes.

The Future Land Use Map in the Bozeman Community Plan (BCP) 2020 designates the property as "Urban Neighborhood" which includes the R-1 (RA) district as implementing zoning districts. Adjacent municipal zoning includes B-2M to the east, R-1(RA) and R-3 (RB) to the north and west, and another inholding of un-annexed property to the south.

The proposed annexation provides additional rights-of-way for Story Mill Road.

Provisional adoption of the Ordinance was on August 4, 2026.

UNRESOLVED ISSUES: There are no unresolved issues with this application.

ALTERNATIVES: As determined by the Commission

FISCAL EFFECTS: No unusual fiscal effects have been identified. No presently budgeted funds will be changed by this Annexation or Zone Map Amendment. Future development will incur costs and generate review according to standard City practices.

Attachments:
25525 1071 Story Mill Road Ordinance.pdf
05_Zoning Exhibit - Map.pdf

Report compiled on: July 20, 2026

ORDINANCE

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA AMENDING THE CITY OF BOZEMAN ZONING MAP TO INITIALLY DESIGNATE 1.173 ACRES AS R-1, RESIDENTIAL LOW-DENSITY DISTRICT, KNOWN AS THE 1071 STORY MILL ROAD ZONE MAP AMENDMENT, APPLICATION 25525.

WHEREAS, the City of Bozeman has adopted zoning regulations and a zoning map pursuant to Sections 76-2-301 and 76-2-302, M.C.A.; and

WHEREAS, Section 76-2-305, M.C.A. allows local governments to amend zoning maps if a public hearing is held and official notice is provided; and

WHEREAS, Section 76-2-307, M.C.A. states that the Zoning Commission must conduct a public hearing and submit a report to the City Commission for all zoning map amendment requests; and

WHEREAS, the City of Bozeman Zoning Commission has been created by Section 2.05.2700, BMC as provided for in Section 76-2-307, M.C.A.; and

WHEREAS, Chapter 38, Article 2 of the Bozeman Unified Development Code sets forth the procedures and review criteria for zoning map amendments; and

WHEREAS, the proposed zone map amendment application to amend the City of Bozeman Zoning Map to establish a zoning classification of R-1 (Residential Low-Density), now called the RA District, for approximately 1.173 acres has been properly submitted, reviewed, and advertised; and

WHEREAS, after proper notice, the Bozeman Community Development Board acting in their capacity as the Zoning Commission held a public hearing on January 26, 2026, to receive and review all written and oral testimony on the request for a zone map amendment; and

WHEREAS, the Bozeman Zoning Commission recommended the Bozeman City Commission that application No. 25525 the 1071 Story Mill Road Zone Map Amendment be approved as requested by the applicant; and

WHEREAS, after proper notice, the City Commission held its public hearing on February 10, 2026, to receive and review all written and oral testimony on the request for the zone map amendment; and

WHEREAS, the City Commission has reviewed and considered the zone map amendment criteria established in Section 76-2-304, M.C.A., and found that the proposed zone map amendment would be in compliance with the criteria.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA:

Section 1

Legislative Findings

The City Commission hereby makes the following findings in support of adoption of this Ordinance:

1. The City adopted a growth policy, the Bozeman Community Plan 2020, by Resolution 5133 to establish policies for development of the community including zoning;
2. The Bozeman Community Plan 2020, Chapter 5, sets forth the policies by which the City reviews and applies the criteria for amendment of zoning established in 76-3-304, MCA;
3. Zoning, including amendments to the zoning map, must be in accordance with an adopted growth policy;
4. A staff report analyzing the required criteria for a zone map amendment, including accordance to the Bozeman Community Plan 2020, has found that the required criteria are satisfied;
5. The two required public hearings were advertised as required in state law and municipal code and all persons have had opportunity to review the materials applicable to the application and provide comment prior to a decision;
6. The Bozeman Zoning Commission has been established as required in state law and conducted their required public hearing; and after consideration of application materials, staff analysis and report, and all submitted public comment recommended approval of the application;
7. The City Commission conducted a public hearing to provide all interested parties the opportunity to provide evidence and testimony regarding the proposed amendment prior to the City Commission acting on the application;
8. The City Commission considered the application materials, staff analysis and report,

Zoning Commission recommendation, all submitted public comment, and all other relevant information; and

9. The City Commission determines that, as set forth in the staff report and incorporating the staff findings as part of their decision, the required criteria for approval of the 1071 Story Mill Road Zone Map Amendment have been satisfied.

Section 2

That the zoning district designation of the following-described property is hereby designated as RA, Residential Low District:

An area of land comprised described as follows:

Two parcels of land as described in Warranty Deed Film 151, Page 3806, Document No. 302254 - Parcel 1 and Parcel 2, along with adjacent portions extended to the centerline of Boylan Road and Story Mill Road; situated in the SE 1/4 of Section 31, Township 1 South, Range 6 East, Principal Meridian, Gallatin County, Montana, and being more particularly described as follows:

Beginning at a point on the centerline of Story Mill Road 40.01' from the Southeast Corner of Tract A of Osborne Subdivision, Plat H-47, being **the Point of Beginning**; thence S.87°40'20"W. a distance of 518.83 feet to the east line of Bridger Creek Subdivision Phase 1; thence N.34°11'50"W. a distance of 152.53 feet along said east line to the centerline of Boylan Road; thence along a curve to the right having a radius of 298.78 feet and a central angle of 3°31'51" for an arc length of 18.41 feet and a chord bearing of N.85°51'06"E. for 18.41 feet; thence N.87°44'01"E. a distance of 584.03 feet to the centerline of Story Mill Road; thence S.0°58'20"E. a distance of 129.53 feet to **the Point of Beginning,** containing 1.671 acres more or less.

Said portion contains 1.173 acres, more or less. SUBJECT to all easements of record or apparent from visual inspection of the property.

Section 3

Repealer.

All provisions of the ordinances of the City of Bozeman in conflict with the provisions of this ordinance are, and the same are hereby, repealed and all other provisions of the ordinances

of the City of Bozeman not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4

Savings Provision.

This Ordinance does not affect the rights and duties that matured, penalties that were incurred or proceedings that were begun before the effective date of this Ordinance. All other provisions of the Bozeman Municipal Code not amended by this Ordinance shall remain in full force and effect.

Section 5

Severability.

That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof, other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Bozeman Municipal Code as a whole.

Section 6

Codification.

This Ordinance shall not be codified but shall be kept by the City Clerk and entered into a disposition list in numerical order with all other ordinances of the City.

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 4th day of August 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

ZONE MAP

TRACT A OF OSBORNE SUBDIVISION PLAT H-47 AND THAT PORTION OF THE ABANDONED RAILROAD RIGHT OF WAY ADJACENT TO SAID TRACT A THAT IS NORTH AND EAST OF FORMER RAILROAD CENTERLINE, AS STATED IN WARRANTY DEED FM. 151, PAGE 3806, ALONG WITH ADJACENT PORTIONS EXTENDED TO THE CENTERLINE OF BOYLAN ROAD AND STORY MILL ROAD; SITUATED IN THE SE 1/4 OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 6 EAST, PRINCIPAL MERIDIAN, GALLATIN COUNTY, MONTANA.

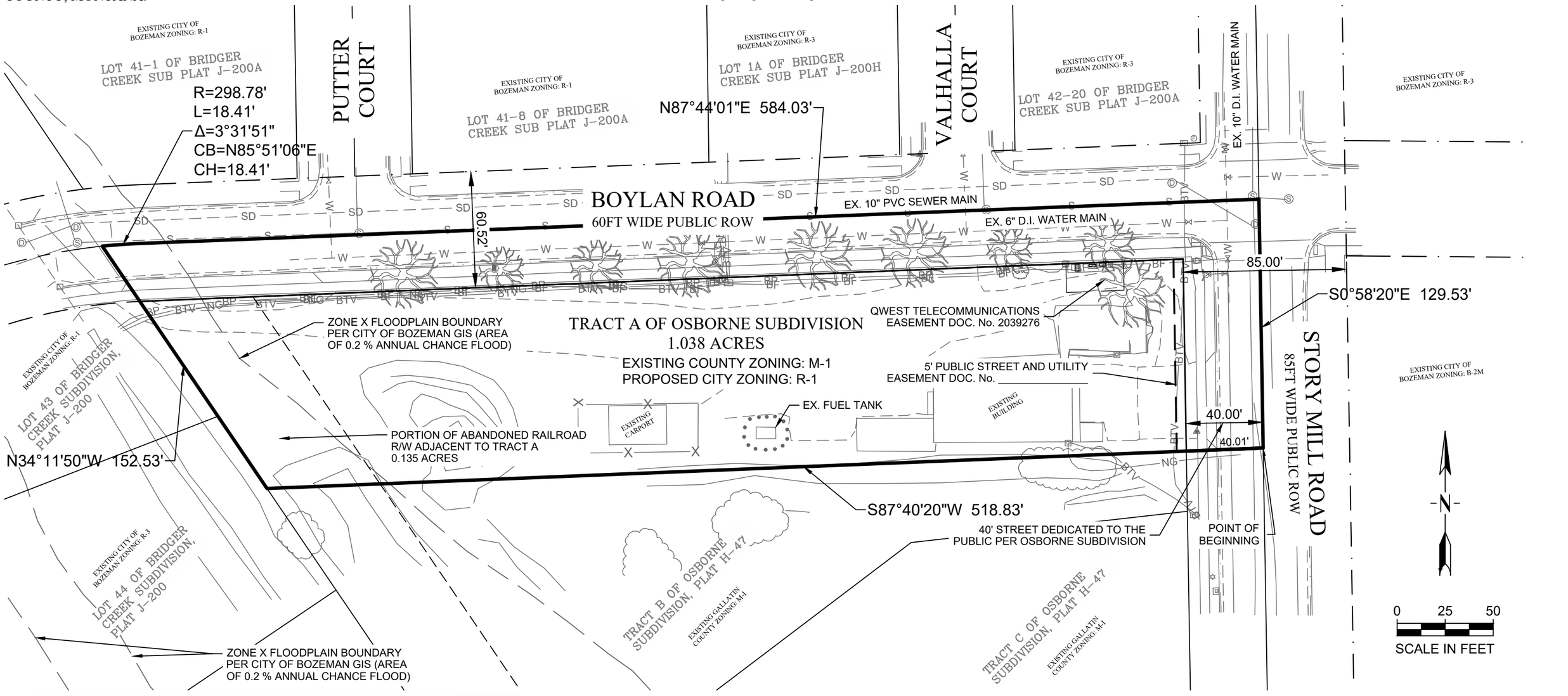
DESCRIPTION

Two parcels of land as described in Warranty Deed Film 151, Page 3806, Document No. 302254 - Parcel 1 and Parcel 2, along with adjacent portions extended to the centerline of Boylan Road and Story Mill Road; situated in the SE $\frac{1}{4}$ of Section 31, Township 1 South, Range 6 East, Principal Meridian, Gallatin County, Montana, and being more particularly described as follows:

Beginning at a point on the centerline of Story Mill Road 40.01' from the Southeast Corner of Tract A of Osborne Subdivision, Plat H-47, being **the Point of Beginning**; thence S.87°40'20"W. a distance of 518.83 feet to the east line of Bridger Creek Subdivision Phase 1; thence N.34°11'50"W. a distance of 152.53 feet along said east line to the centerline of Boylan Road; thence along a curve to the right having a radius of 298.78 feet and a central angle of 3°31'51" for an arc length of 18.41 feet and a chord bearing of N.85°51'06"E. for 18.41 feet; thence N.87°44'01"E. a distance of 584.03 feet to the centerline of Story Mill Road; thence S.0°58'20"E. a distance of 129.53 feet to **the Point of Beginning,** containing 1.671 acres more or less.

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.



ANNEXATION AREA SUMMARY

R-1 ZONING	TRACT A: 1.038 ACRES (45,222.43 SQ. FT.) ABANDONED RAILROAD R/W: 0.135 ACRES (5,887.66 SQ. FT.)
TOTAL ANNEXATION AREA: 1.173 ACRES (51,110.09 SQ.FT.)	

Morrison Maierle
engineers ▪ surveyors ▪ planners ▪ scientists
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Bozeman, MT 59718
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www.m-m.net

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Plotted by jon c. wilkinson on Nov/11/2025

DRAWN BY: JAZ
DSGN. BY: JAZ
APPR. BY: CMS
DATE: 08/2025

1071 STORY MILL ROAD
BOZEMAN MONTANA

PROJECT NO. 10851.001

ZONE MAP

FIGURE NUMBER FIG. 2

P:\10851 - Great Northern Golf Co\001 - 1071 Story Mill Rd\ACAD\Exhibits\Annexation & Zoning\10851.001 - Annexation & Zoning Exhibit.dwg

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Tom Rogers, Senior Planner
Chris Saunders, Community Development Manager
Erin George, Interim Director of Community Development

SUBJECT: Ordinance, Final Adoption, Establishing Zoning Designations of M-1, Light Manufacturing, in Association with the Annexation of 5.13 Acres, the 133 Maus Lane Annexation, Application 25213

MEETING DATE: August 25, 2026

AGENDA ITEM TYPE: Ordinance

RECOMMENDATION: Finally adopt Ordinance.

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

BACKGROUND: The Commission unanimously (5:0) approved Application 25213 on December 9, 2025, to annex 5.13 acres and establish an initial zoning designation of M-1, Light Industrial District, subject to terms of annexation and contingencies for zoning. Final documents and easements have been received. A signed annexation agreement was received on July 14, 2026.

The applicant and property owner requested annexation of an existing parcel consisting of 5.13 acres including adjacent rights-of-way into the City limits and establish an initial zoning of M-1, Light Manufacturing District. The property is currently zoned M-1, Light Manufacturing, within the County administered Gallatin County Bozeman Area Zoning District.

The property has been used for a variety of uses over the years and hosts two structures. The warehouse building is served by a failed septic system. The lot is wholly surrounded by the city and is bounded by Montana Rail Link to the northeast.

The Future Land Use Map in the Bozeman Community Plan 2020 (BCP 2020) designates the property as “Industrial” which includes the M-1 district as implementing zoning districts. Adjacent municipal zoning includes M-2 and M-1 zoning.

A previous owner of the subject property submitted application to annex

this property which was considered by the City Commission on May 17, 2010. The Commission voted to accept the petition to annex the property subject to terms of annexation and contingencies for zoning. The property owner did not complete the required steps to finalize the process. See application A-10001 Williams Industrial Annex.

The proposed annexation brings in additional right of way to build out sections of Maus Lane upon future development of an additional internal local street network.

Provisional adoption of the Ordinance was on August 4, 2026.

UNRESOLVED ISSUES: None

ALTERNATIVES: As determined by the Commission

FISCAL EFFECTS: No unusual fiscal effects have been identified. No presently budgeted funds will be changed by this Annexation or Zone Map Amendment. Future development will incur costs and generate review according to standard City practices.

Attachments:
25213 133 Maus Lane Ordinance.pdf
02- Zone Map.pdf

Report compiled on: July 20, 2026

ORDINANCE

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA AMENDING THE CITY OF BOZEMAN ZONING MAP TO INITIALLY DESIGNATE 5.13 ACRES AS M-1, LIGHT MANUFACTURING DISTRICT, KNOWN AS THE 133 MAUS LANE ZONE MAP AMENDMENT, APPLICATION 25213.

WHEREAS, the City of Bozeman has adopted zoning regulations and a zoning map pursuant to Sections 76-2-301 and 76-2-302, M.C.A.; and

WHEREAS, Section 76-2-305, M.C.A. allows local governments to amend zoning maps if a public hearing is held and official notice is provided; and

WHEREAS, Section 76-2-307, M.C.A. states that the Zoning Commission must conduct a public hearing and submit a report to the City Commission for all zoning map amendment requests; and

WHEREAS, the City of Bozeman Zoning Commission has been created by Section 2.05.2700, BMC as provided for in Section 76-2-307, M.C.A.; and

WHEREAS, Chapter 38, Article 2 of the Bozeman Unified Development Code sets forth the procedures and review criteria for zoning map amendments; and

WHEREAS, the proposed zone map amendment application to amend the City of Bozeman Zoning Map to establish a zoning classification of M-1 (Light Manufacturing District), for approximately 5.13 acres has been properly submitted, reviewed, and advertised; and

WHEREAS, after proper notice, the Bozeman Community Development Board acting in their capacity as the Planning Commission held a public hearing on December 1, 2025, to receive and review all written and oral testimony on the request for a zone map amendment; and

WHEREAS, the Bozeman Planning Commission recommended the Bozeman City Commission that application No. 25213 the 133 Maus Lane Zone Map Amendment be approved as requested by the applicant; and

WHEREAS, after proper notice, the City Commission held its public hearing on December 9, 2025, to receive and review all written and oral testimony on the request for the zone map amendment; and

WHEREAS, the City Commission has reviewed and considered the zone map amendment criteria established in Section 76-2-304, M.C.A., and found that the proposed zone map amendment would be in compliance with the criteria.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA:

Section 1

Legislative Findings

The City Commission hereby makes the following findings in support of adoption of this Ordinance:

1. The City adopted a growth policy, the Bozeman Community Plan 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 76-3-304, MCA.
3. Zoning, including amendments to the zoning map, must be in accordance with an adopted growth policy.
4. A staff report analyzing the required criteria for a zone map amendment, including accordance to the Bozeman Community Plan 2025, has found that the required criteria are satisfied.
5. The two required public hearings were advertised as required in state law and municipal code and all persons have had opportunity to review the materials applicable to the application and provide comment prior to a decision.
6. The Bozeman Zoning Commission has been established as required in state law and conducted their required public hearing; and after consideration of application materials, staff analysis and report, and all submitted public comment recommended approval of the application.
7. The City Commission conducted a public hearing to provide all interested parties the opportunity to provide evidence and testimony regarding the proposed amendment prior to the City Commission acting on the application.
8. The City Commission considered the application materials, staff analysis and report, Zoning Commission recommendation, all submitted public comment, and all other relevant information.
9. The City Commission determines that, as set forth in the staff report and incorporating

the staff findings as part of their decision, the required criteria for approval of the 133 Maus Lane Zone Map Amendment have been satisfied.

Section 2

That the zoning district designation of the following-described property is hereby designated as M-1, Light Manufacturing District:

An area of land comprised described as follows:

A PARCEL OF LAND BEING LOT 20 OF THE GORDON MANDEVILLE STATE SCHOOL SECTION SUBDIVISION, PLAT E-38, AND A PORTION OF MAUS LANE; LOCATED IN THESE 1/4 OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 5 EAST, PRINCIPAL MERIDIAN, GALLATIN COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest corner of Lot 20 of the Gordon Mandeville State School Section Subdivision, Plat E-38, being the POINT OF BEGINNING; thence S33°25'42"W along the westerly right-of-way of Maus Lane for a distance of 82.36'; thence S00°38'00"E for a distance of 25.00' to the Northeast corner of Lot 28 of said subdivision, also being the north line of Annexation Resolution No. 4139; thence N89°58'17"E along said Annexation line for a distance of 60.48' to the easterly right-of-way of Maus Lane; thence along a curve to the right having a radius of 40.00', a delta angle of 81°09'23", for an arc length of 56.66', and a chord bearing of N48°50'35"E for 52.04'; thence N89°25'17"E for a distance of 559.21' to the westerly side of the railroad right-of-way; thence N37°37'22"W along said railroad right-of-way for 677.40' to the Northeast corner of Lot 20 of the Gordon Mandeville State School Section Subdivision, Plat E-38, also being the south line of Annexation Ordinance No. 1107; thence S89°52'18"W along said Annexation for a distance of 199.10' to the Northwest corner of said Lot 20; thence continuing along said Annexation S0°07'56"W for a distance of 482.29' to the POINT OF BEGINNING. Containing 5.13 acres, more or less, and is subject to any existing easements.

Said portion contains 5.13 acres, more or less. SUBJECT to all easements of record or apparent from visual inspection of the property.

Section 3

Repealer.

All provisions of the ordinances of the City of Bozeman in conflict with the provisions of this ordinance are, and the same are hereby, repealed and all other provisions of the ordinances of the City of Bozeman not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4

Savings Provision.

This Ordinance does not affect the rights and duties that matured, penalties that were incurred or proceedings that were begun before the effective date of this Ordinance. All other provisions of the Bozeman Municipal Code not amended by this Ordinance shall remain in full force and effect.

Section 5

Severability.

That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof, other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Bozeman Municipal Code as a whole.

Section 6

Codification.

This Ordinance shall not be codified but shall be kept by the City Clerk and entered into a disposition list in numerical order with all other ordinances of the City.

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 4th day of August 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:

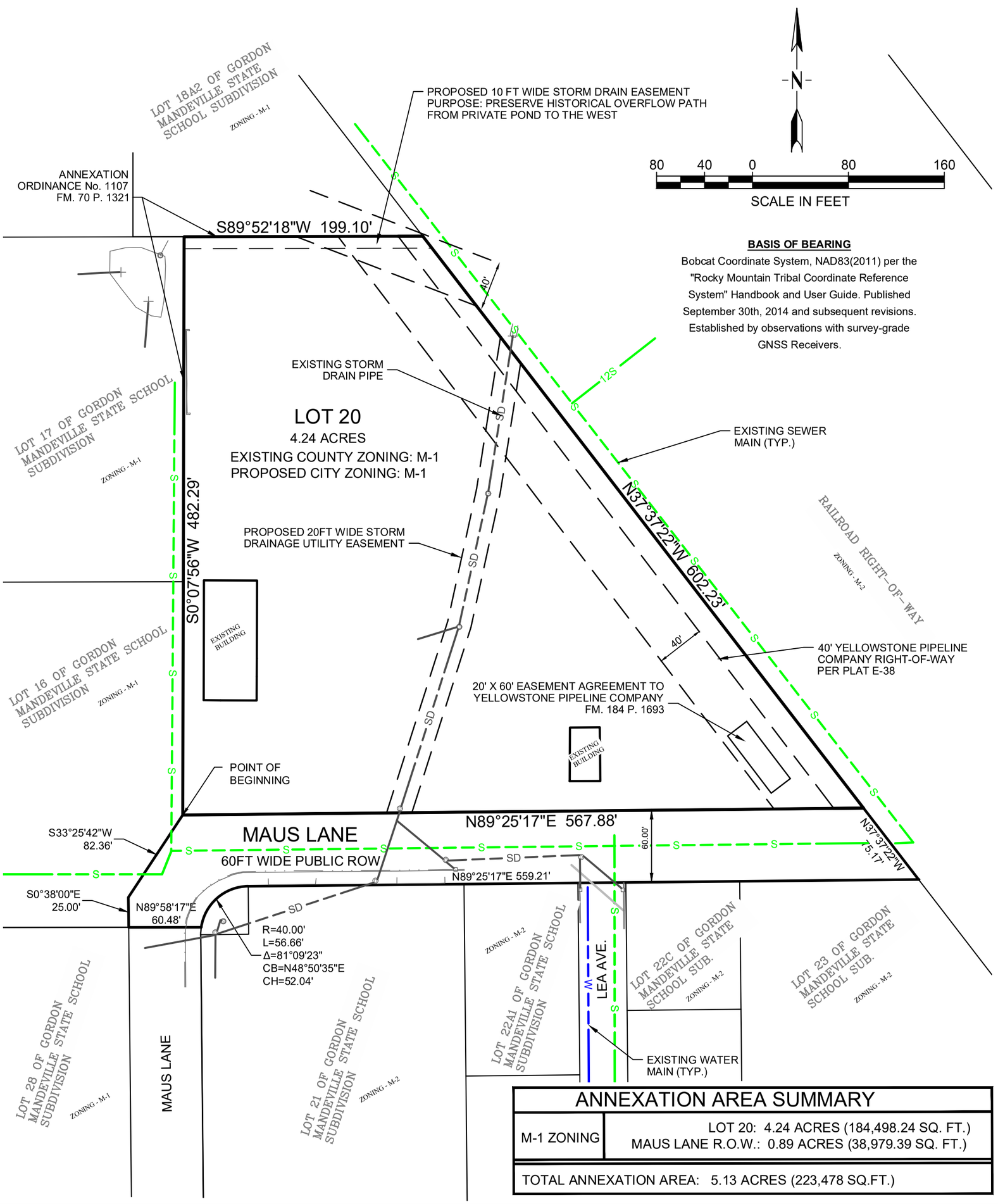
_____

GREG SULLIVAN
City Attorney

TRACT 20 OF GORDON MANDEVILLE STATE SCHOOL SECTION SUBDIVISION, PLAT E-38; SITUATED IN THE SE1/4 OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 5 EAST, PRINCIPAL MERIDIAN, GALLATIN COUNTY, MONTANA

A PARCEL OF LAND BEING LOT 20 OF THE GORDON MANDEVILLE STATE SCHOOL SECTION SUBDIVISION, PLAT E-38, AND A PORTION OF MAUS LANE; LOCATED IN THE SE 1/4 OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 5 EAST, PRINCIPAL MERIDIAN, GALLATIN COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest corner of Lot 20 of the Gordon Mandeville State School Section Subdivision, Plat E-38, being the POINT OF BEGINNING; thence S33°25'42"W along the westerly right-of-way of Maus Lane for a distance of 82.36'; thence S00°38'00"E for a distance of 25.00' to the Northeast corner of Lot 28 of said subdivision, also being the north line of Annexation Resolution No. 4139; thence N89°58'17"E along said Annexation line for a distance of 60.48' to the easterly right-of-way of Maus Lane; thence along a curve to the right having a radius of 40.00', a delta angle of 81°09'23", for an arc length of 56.66', and a chord bearing of N48°50'35"E for 52.04'; thence N89°25'17"E for a distance of 559.21' to the westerly side of the railroad right-of-way; thence N37°37'22"W along said railroad right-of-way for 677.50' to the Northeast corner of Lot 20 of the Gordon Mandeville State School Section Subdivision, Plat E-38, also being the south line of Annexation Ordinance No. 1107; thence S89°52'18"W along said Annexation for a distance of 199.10' to the Northwest corner of said Lot 20; thence continuing along said Annexation S0°07'56"W for a distance of 482.29' to the POINT OF BEGINNING.
Containing 5.13 acres, more or less, and is subject to any existing easements.



ANNEXATION AREA SUMMARY

M-1 ZONING	LOT 20: 4.24 ACRES (184,498.24 SQ. FT.) MAUS LANE R.O.W.: 0.89 ACRES (38,979.39 SQ. FT.)
TOTAL ANNEXATION AREA: 5.13 ACRES (223,478 SQ.FT.)	

Morrison Maierle
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DRAWN BY: JW
FLD WK. BY: JW
CHK. BY: CK
DATE: 04/2025

133 MAUS LANE
BOZEMAN MONTANA
ZONE MAP

PROJECT NO. 10768.001
SHEET NUMBER FIG. 2

Plotted by cooper krause on Aug/18/2025
N:\10768\001\ACAD\Exhibits\Annexation\Annexation and Zoning.dwg

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Tom Rogers, Senior Planner
Chris Saunders, Community Development Manager
Erin George, Interim Director of Community Development

SUBJECT: Ordinance, Final Adoption, Establishing Zoning Designations of R-5 (RD), Residential High Density Mixed District, and R-3 (RB), Residential Medium-Density District, in Association with the Annexation of 163.9 Acres, the 5211 Baxter Lane Annexation, Generally Located at the Northwest Corner of Baxter Lane and Harper Pucket Road, Application 24570

MEETING DATE: August 25, 2026

AGENDA ITEM TYPE: Ordinance

RECOMMENDATION: Finally adopt Ordinance.

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

BACKGROUND: The Commission approved Application 24570 on July 8, 2025, to annex 163.9 acres and establish initial zoning designations of R-3 (RB), Residential Medium Density, on 103.5 acres and R-5 (RD), Residential High Density Mixed, on 60.47 acres, subject to terms of annexation and contingencies for zoning. Final documents and easements have been received.

The property is addressed at 5211 Baxter Lane and generally located on the northwest corner of Baxter Lane and Harper Pucket Road.

Final documents and easements were received by the Applicant. A signed annexation agreement was received on June 16, 2026, and signed easements on July 17.
The Commission voted (4:1) to approve the annexation, Commissioner Madgic dissenting. The Commission voted (4:1) to approve the zone map amendment for the property, Commissioner Madgic dissenting.

The proposed annexation would bring in additional right of way to build sections of Harper Pucket Road, Baxter Lane, Cattail Street, and Laurel Parkway, and upon future development additional internal local street network.

The property is currently vacant with no existing development or city services on the parcel. Nearby municipal zoning includes REMU, R-5, R-4, and R-1. The remaining area is bordered by un-annexed property zoned A-S in the Gallatin County Bozeman Area Zoning District. The subject properties are within the urban planning and municipal service area for the City.

The Ordinance was provisionally adopted on August 4, 2026.

UNRESOLVED ISSUES: There are no unresolved issues with this application.

ALTERNATIVES: As determined by the Commission

FISCAL EFFECTS: No unusual fiscal effects have been identified. No presently budgeted funds will be changed by this Annexation or Zone Map Amendment. Future development will incur costs and generate review according to standard City practices.

Attachments:
24570 5211 Baxter Annex Ord.pdf
002 - ZMA Map.pdf

Report compiled on: July 21, 2026

ORDINANCE

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA AMENDING THE CITY OF BOZEMAN ZONING MAP TO INITIALLY DESIGNATE 103.50 ACRES AS R-3 (RB), RESIDENTIAL MEDIUM-DENSITY DISTRICT, AND R-5 (RD), RESIDENTIAL HIGH-DENSITY MIXED DISTRICT, KNOWN AS THE 5511 BAXTER LANE ZONE MAP AMENDMENT, APPLICATION 24570.

WHEREAS, the City of Bozeman has adopted zoning regulations and a zoning map pursuant to Sections 76-2-301 and 76-2-302, M.C.A.; and

WHEREAS, Section 76-2-305, M.C.A. allows local governments to amend zoning maps if a public hearing is held and official notice is provided; and

WHEREAS, Section 76-2-307, M.C.A. states that the Zoning Commission must conduct a public hearing and submit a report to the City Commission for all zoning map amendment requests; and

WHEREAS, the City of Bozeman Zoning Commission has been created by Section 2.05.2700, BMC as provided for in Section 76-2-307, M.C.A.; and

WHEREAS, Chapter 38, Article 2 of the Bozeman Unified Development Code sets forth the procedures and review criteria for zoning map amendments; and

WHEREAS, the proposed zone map amendment application to amend the City of Bozeman Zoning Map to establish zoning classifications of R-3 (RB), Residential Medium Density, on 103.50 acres and R-5 (RD), Residential High Density Mixed, on 60.47 acres plus the adjacent right-of-way respectively has been properly submitted, reviewed, and advertised; and

WHEREAS, after proper notice, the Bozeman Community Development Board acting in their capacity as the Zoning Commission held a public hearing on June 16, 2025, to receive and review all written and oral testimony on the request for a zone map amendment; and

WHEREAS, the Bozeman Zoning Commission recommended the Bozeman City Commission that application No. 24570 the 5211 Baxter Lane Zone Map Amendment, be approved as requested by the applicant; and

WHEREAS, after proper notice, the City Commission held its public hearing on July 8, 2025, to receive and review all written and oral testimony on the request for the zone map amendment; and

WHEREAS, written protest on the proposed zoning classification was submitted. Written protest met the State threshold of 76-2-305, Mont Code Ann. Requiring a 2/3rds majority vote to pass the proposed zoning classification; and

WHEREAS, the City Commission has reviewed and considered the zone map amendment criteria established in Section 76-2-304, M.C.A., and found that the proposed zone map amendment would be in compliance with the criteria.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA:

Section 1

Legislative Findings

The City Commission hereby makes the following findings in support of adoption of this Ordinance:

1. The City adopted a growth policy, the Bozeman Community Plan 2020, by Resolution 5133 to establish policies for development of the community including zoning;
2. The Bozeman Community Plan 2020, Chapter 5, sets forth the policies by which the City reviews and applies the criteria for amendment of zoning established in 76-3-304, Mont. Code Ann.;
3. Zoning, including amendments to the zoning map, must be in accordance with an adopted

growth policy;

4. A staff report analyzing the required criteria for a zone map amendment, including accordance to the Bozeman Community Plan 2020, has found that the required criteria are satisfied;
5. The two required public hearings were advertised as required in state law and municipal code and all persons have had opportunity to review the materials applicable to the application and provide comment prior to a decision;
6. The Bozeman Zoning Commission has been established as required in state law and conducted their required public hearing; and after consideration of application materials, staff analysis and report, and all submitted public comment recommended approval of the application.
7. The City Commission conducted a public hearing to provide all interested parties the opportunity to provide evidence and testimony regarding the proposed amendment prior to the City Commission acting on the application.
8. The City Commission considered the application materials, staff analysis and report, Zoning Commission recommendation, all submitted public comment, and all other relevant information.
9. The City Commission determines that, as set forth in the staff report and incorporating the staff findings as part of their decision, the required criteria for approval of the 5211 Baxter Lane Zone Map Amendment have been satisfied.

Section 2

That the zoning district designation of the following-described property is hereby designated as R-3, Residential Medium-Density District:

An area of land comprised described as follows:

A tract of land, said tract being Tract 1 of Certificate of Survey No. 2553A, located in the Southeast Quarter of Section 33, Township 1 South, Range 5 East, Principal Meridian, Montana, Gallatin County, Montana, and being further described as follows:

Beginning at the southeast corner of said Section 33; thence South 89°27'49" West on the south line of said Section 33, a distance of 2675.56 feet to the south quarter corner of said Section 33; thence North 00°20'48" East on the north-south mid-

section line of said Section 33, a distance of 2680.16 feet to the center of said Section 33; thence North 89°50'39" East on the east-west mid-section line of said Section 33, a distance of 2672.80 feet to the east quarter corner of said Section 33; thence South 00°17'31" West on the east line of said Section 33, a distance of 2662.37 feet to the Point of Beginning.

The described tract has an area 163.979 acres, more or less. The described tract is as shown on the accompanying exhibit and is along with and subject to any existing easements.

All as depicted on the 5211 BAXTER LANE Zone Map.

That the zoning district designation of the following-described property is hereby designated as R-5, Residential High-Density Mixed District:

An area of land comprised described as follows:

A tract of land, said tract being a portion of Tract 1 of Certificate of Survey No. 2553A, located in the Southeast Quarter of Section 33, Township 1 South, Range 5 East, Principal Meridian, Montana, Gallatin County, Montana, and being further described as follows:

Beginning at the southeast corner of said Section 33; thence South 89°27'49" West on the south line of said Section 33, a distance of 2675.56 feet to the south quarter corner of said Section 33; thence North 00°20'48" East on the north-south mid-section line, a distance of 814.62 feet; thence North 89°50'39" East, a distance of 2674.58 feet; thence South 00°17'31" West on the east line of said Section 33, a distance of 796.84 feet to the Point of Beginning.

The described tract has an area of 49.48 acres, more or less. The described tract is as shown on the accompanying exhibit and is along with and subject to any existing easements.

And

A tract of land, said tract being a portion of Tract 1 of Certificate of Survey No. 2553A, located in the Southeast Quarter of Section 33, Township 1 South, Range

5 East, Principal Meridian, Montana, Gallatin County, Montana, and being further described as follows:

Beginning at the center of said Section 33; thence North 89°50'39" East on the east-west mid-section line of said Section 33, a distance of 169.13 feet; thence South 00°20'48" West, a distance of 725.50 feet; thence North 89°50'39" East, a distance of 230.47 feet; thence South 00°20'48" West, a distance of 125.00 feet; thence North 89°50'39" West, a distance of 399.60 feet; thence North 00°20'48" East, a distance of 850.50 feet to the Point of Beginning.

The described tract has an area of 3.96 acres, more or less. The described tract is as shown on the accompanying exhibit and is along with and subject to any existing easements.

And

A tract of land, said tract being a portion of Tract 1 of Certificate of Survey No. 2553A, located in the Southeast Quarter of Section 33, Township 1 South, Range 5 East, Principal Meridian, Montana, Gallatin County, Montana, and being further described as follows:

Beginning at the east quarter corner of said Section 33; thence South 00°17'31" West on the east line of said Section 33, a distance of 850.50 feet; thence North 89°50'39" West, a distance of 359.99 feet; thence North 00°17'31" East, a distance of 850.21 feet; thence North 89°50'39" East, a distance of 359.99 feet to the Point of Beginning.

The described tract has an area of 7.03 acres, more or less. The described tract is as shown on the accompanying exhibit and is along with and subject to any existing easements.

All as depicted on the 5211 BAXTER LANE Zone Map.

Section 3

Repealer.

All provisions of the ordinances of the City of Bozeman in conflict with the provisions of this ordinance are, and the same are hereby, repealed and all other provisions of the ordinances

of the City of Bozeman not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4

Savings Provision.

This ordinance does not affect the rights and duties that matured, penalties that were incurred or proceedings that were begun before the effective date of this ordinance. All other provisions of the Bozeman Municipal Code not amended by this Ordinance shall remain in full force and effect.

Section 5

Severability.

That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof, other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Bozeman Municipal Code as a whole.

Section 6

Codification.

This Ordinance shall not be codified but shall be kept by the City Clerk and entered into a disposition list in numerical order with all other ordinances of the City and shall be organized in a category entitled “Zone Map Amendments.”

Section 7

Effective Date.

This ordinance shall be in full force and effect thirty (30) days after final adoption.

PROVISIONALLY ADOPTED by the City Commission of the City of Bozeman, Montana, on first reading at a regular session held on the ___th day of _____, 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:

_____

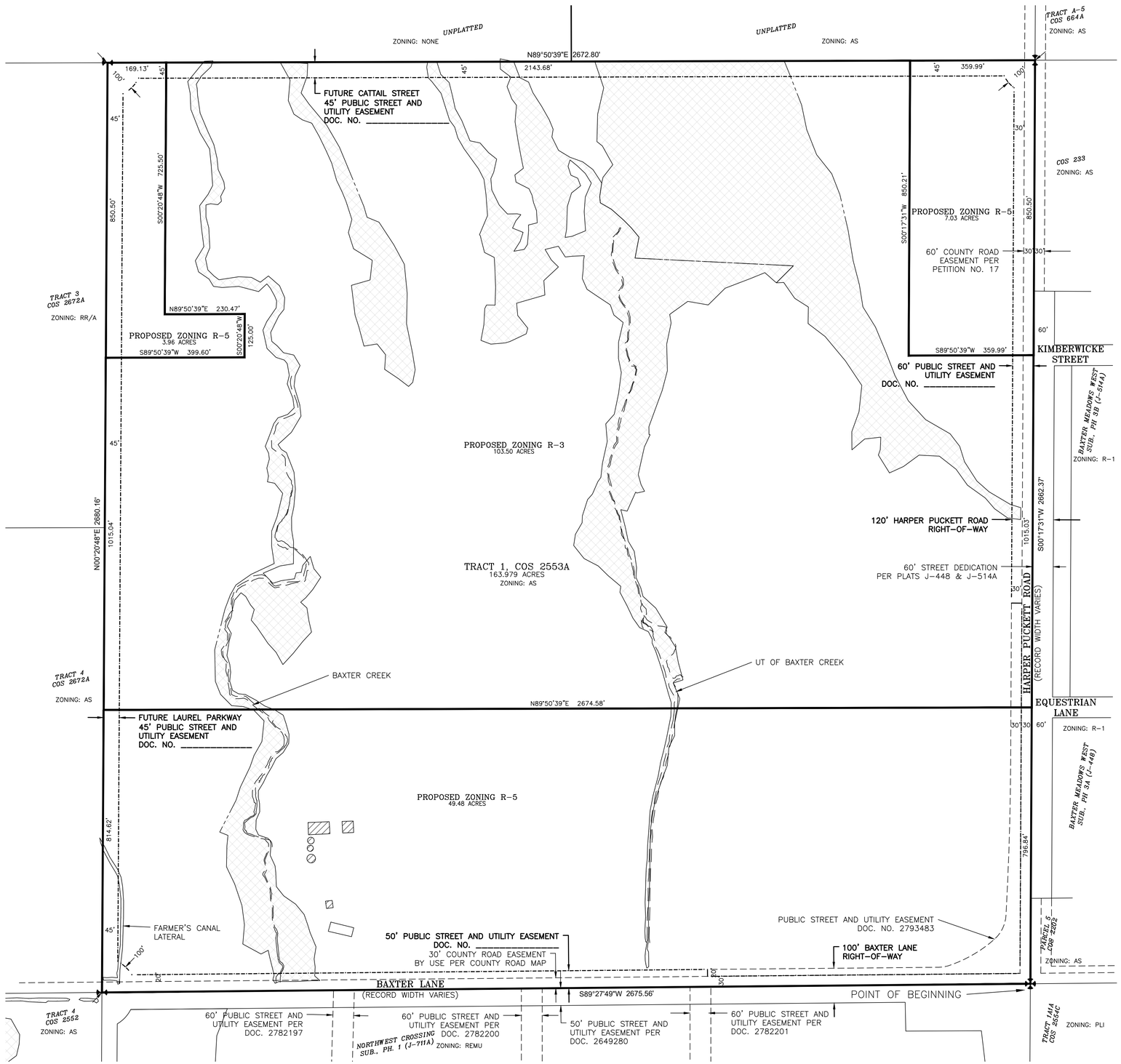
GREG SULLIVAN
City Attorney

SD BAXTER MT, LLC
ZONE MAP AMENDMENT

ZONING R-3 & R-5 (PREVIOUSLY ZONED AS)

A TRACT OF LAND BEING TRACT 1 OF CERTIFICATE OF SURVEY NO. 2553A, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST, PRINCIPAL MERIDIAN, MONTANA, GALLATIN COUNTY, MONTANA.

AREA: 163.979 ACRES
(COMPUTED AREA IN SQUARE FEET = 7,142,914)



LEGEND

PROPOSED	EXISTING	DESCRIPTION
		BUILDING
		WETLAND
		EDGE OF WATER
		EASEMENT LINE

0 150 300 450
SCALE

LEGAL DESCRIPTION:

A tract of land, said tract being Tract 1 of Certificate of Survey No. 2553A, located in the Southeast Quarter of Section 33, Township 1 South, Range 5 East, Principal Meridian, Montana, Gallatin County, Montana, and being further described as follows:

Beginning at the southeast corner of said Section 33; thence South 89°27'49" West on the south line of said Section 33, a distance of 2675.56 feet to the south quarter corner of said Section 33; thence North 00°20'48" East on the north-south mid-section line of said Section 33, a distance of 2680.16 feet to the center of said Section 33; thence North 89°50'39" East on the east-west mid-section line of said Section 33, a distance of 2672.80 feet to the east quarter corner of said Section 33; thence South 00°17'31" West on the east line of said Section 33, a distance of 2662.37 feet to the Point of Beginning.

The described tract has an area 163.979 acres, more or less. The described tract is as shown on the accompanying exhibit and is along with and subject to any existing easements.

NOTES

1. THE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN BASED ON MARKS PLACED BY ONE-CALL UTILITY LOCATORS IN RESPONSE TO THE FOLLOWING UTILITY LOCATE TICKET NUMBER: 24086649, &/OR BY CITY OF BOZEMAN GIS.

2. BEARING BASIS: BOBCAT COORDINATE SYSTEM AS DETERMINED BY SURVEY GRADE GPS RECEIVERS WITH THE CENTRAL MERIDIAN RUNNING THROUGH LAT. 46°15'00" N, LONG. 111°15'00" W.

SURVEYOR CERTIFICATE

I, Colin Brady, do hereby certify that this exhibit is based field work performed by me or under my direct supervision in July, 2024, and that the information shown hereon is true and correct to the best of my knowledge.

Dated this 25th day of February, 2025

Colin Brady, PLS
Montana License No. 95656 LS

MONTANA
COLIN BRADY
No. 95656LS
LICENSED PROFESSIONAL LAND SURVEYOR

REV	DATE	REVISION
1	7/17/24	UPDATED ZONE BOUNDARIES

TD&H Engineering
tdhengineering.com

DRAWN BY: CJB/BST
DESIGNED BY:
QUALITY CHECK:
DATE: 10/29/24
JOB NO. B24-046
FIELDBOOK

SD BAXTER MT, LLC ZONE MAP AMENDMENT
GALLATIN COUNTY, MONTANA

B24-046ANNX ZMA6.DWG

SHEET 2 OF 2

BOZEMAN MT

Memorandum

REPORT TO: City Commission

SUBJECT: Mayoral Proclamation

MEETING DATE: August 25, 2026

AGENDA ITEM TYPE: Administration

RECOMMENDATION: Receive the proclamation from Mayor Morrison.

BOZEMAN MT

Memorandum

REPORT TO: City Commission

FROM: Tom Rogers, Senior Planner
Chris Saunders, Community Development Manager
Erin George, Community Development Director

SUBJECT: Work Session Regarding Possible Text Amendments Related to Maximum Building Height in the B-3 Zoning District and Zone Edge Transitions

MEETING DATE: August 25, 2026

AGENDA ITEM TYPE: Community Development - Legislative

RECOMMENDATION: Provide direction on identified questions.

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's Unified Development Code establishes maximum height standards in zoning districts and has adopted many standards to address public concerns on the mass and scale of new buildings. One of those, zone edge transitions, requires buildings to be designed with certain features if located at the boundary between some zoning districts. The City Commission will hold a work session to discuss these issues on Aug 25, 2026, and welcomes thoughts and recommendations on these issues in support of that discussion.

The standards were recently adopted during the 2025 Unified Development Code update. Maximum building height for B-3 is set in Section 38.220.050 and the rule of interpretation for height is in Section 38.260.100. The rule of interpretation describes how heights are measured, allowed encroachments above maximum height, and other details. Zone edge transitions are described and applied per Section 38.260.070. The UDC text [external PDF] is available online.

A staff memo, maps, and other information are attached to this agenda item. Public comments related to this item are available in Laserfiche [external link]. Staff will summarize the content in the memo and present additional materials. Several advisory boards have also discussed these topics. Links to meetings are included beginning on page 2 of the attached

staff memo.

UNRESOLVED ISSUES: As identified by Commission.

ALTERNATIVES: Determine direction, if any, for drafting of amendments for public review.

FISCAL EFFECTS: Remaining contracted consultant funds from the UDC update project were carried over into the FY27 budget to assist with preparation for this discussion, and the possibility of additional code work.

Attachments:
Memo re B-3 Height and Transitions CC 8-25-2026.pdf
BZN Taller Building Heights - 6.9.2026e.pdf
Updated Tall Buildings Map 2026 11x17.pdf
Building Height Discussion Map.pdf
ZoneEdgeTransitionMap.pdf
Commercial Zoning Districts Map.pdf
38.260.070 - Transitions - Excerpts.pdf

Report compiled on: August 14, 2026

BOZEMAN MT
Planning

Unified Development Code (UDC) Discussion on Building Height in B-3 Zoning District and Zone Edge Transitions

Report To: City Commission

From: Tom Rogers, Senior Planner

Chris Saunders, Community Development Manager

Erin George, Community Development Director

Meeting Date: August 25, 2026

Memo Organization:

- Questions for Consideration
- General Background Information
  - Immediate History
  - State Law and Local Plans
  - General Regulation Information
- Current Code
  - Building Heights
  - Wall Plate
  - Articulation
  - Zone Edge Transitions and Step Backs
  - Street Trees
- Public Comment

Questions for Consideration

The following questions will be discussed by the City Commission on August 25, 2026. The Commission requests input on these questions.

1) Retain the 90 feet building height authorized in the B-3 zoning district?

2) Direct review of a potential amendment in height with no other changes?

3) Establish additional minimum standard applicable for buildings over XX feet and retain the 90 feet maximum building height?

4) Direct a review of a potential amendment to how zone edge transitions function?

General Background

Immediate History

The City Commission has requested a work session regarding the maximum building height in the B-3 zoning district (38.220.050.B.1) and Zone Edge Transitions (38.260.070). Transitions and a seven story building height in the B-3 zoning district were included in the August 2023 public review draft of the Unified Development Code.

The height and transition standards now in place came from revisions to earlier standards and were adopted in December 2025 and are available through the City's website [external PDF]. During the formation of the current standards, the City engaged with advisory boards and the public through variety of outreach opportunities. The City Commission held a work session on regulatory tools to control mass and scale of buildings. This work session was held on June 24, 2025. The video recording [external link] and packet materials [external PDF] are available through the City's website. The work session begins at 1:05:45 in the recording and on page 45 in the Commission packet. As part of the work session the Commission directed a change in height measurement from stories to feet with the translation of seven stories to 90 feet as an outcome in B-3.

During the public engagement process for the UDC update prior to the June 2025 work session several questions in surveys and comments in other engagement opportunities addressed mass and scale of buildings and how best to manage mass and scale. That information was made available to the Community Development Board, City Commission, and public prior to the work session.

Provisional adoption of the updated Unified Development Code occurred on December 2, 2025; and final adoption occurred on December 16, 2025. The recording of the December 2nd meeting is available online [external link] and discussion begins at 4:15:15 in the recording and concludes at 9:41:20. The recording of the December 16th meeting is available online [external link] and discussion begins at minute 55:50 in the recording and concludes at 3:03:30. The Commission discussed and modified the maximum height in the B-3 district in both meetings and finalized the code with a 90 foot maximum height.

No new buildings have been constructed following the revised 2025 development code that includes the substantially increased zone edge transition section. All the recently constructed buildings were reviewed and approved under the previous development code.

Community Development Board

The Community Development Board, at their meeting on August 3, 2026, discussed this material. The recording [external link] of the meeting is available with the following occurring through the discussion:

- Staff presentation – 6:30

- Board questions – 35:45
- Public comment – 55:15
- Board discussion – 1:03:25
- Board recommendation – 1:42:30
    - 1) Height – I move that we recommend to City Commission in the matter of B-3 building heights to retain the 90 feet height maximum in the B-3 zoning district but also consider adding additional required stepbacks and/or setbacks that limit the perceived mass and scale for buildings in the B-3 zone for buildings above a defined height. Passed 6-0.
    - 2) Transitions – Recommended to include in transitions (38.260.070) the opportunity for a subject lot to build up to the limits allowed in the abutting lot(s) before any transition requirement applies. No motion but all agreed.

Interneighborhood Council

The Interneighborhood Council, at their meeting on August 13, 2026, discussed this material. No motions were made. The discussion of the Board can be seen at the recording [External Link] of the August 18th meeting available through the City's Meeting Videos website. Discussion begins at 7:35 in the recording.

Downtown Area Urban Renewal Board

The Downtown Area Urban Renewal Board, at their meeting on August 18, 2026, discussed this material. This discussion came after the due date of the City Commission packet. The discussion of the Board can be seen at the recording of the August 18th meeting available through the City's Meeting Videos website [External Link].

Bozeman Downtown Business Improvement District Board

The Bozeman Downtown Business Improvement District Board, at their meeting on August 19, 2026, discussed this material. This discussion came after the due date of the City Commission packet. The discussion of the Board can be seen at the recording of the August 19th meeting available through the City's Meeting Videos website [External Link].

Historic Preservation Advisory Board

The Historic Preservation Advisory Board, at their meeting on August 19, 2026, discussed this material. This discussion came after the due date of the City Commission packet. The discussion of the Board can be seen at the recording of the August 19th meeting available through the City's Meeting Videos website [External Link].

Overall Context

The desire to control the built environment (mass, scale, height) is not new. The early purposes of zoning in the United States included control of bulk in places like New York and Chicago. The purpose has evolved with time. As has the justification for adopting zoning regulations.

The first use of basic zoning was to address social, environmental, and health issues. Jacob Riis, How the Other Half Lives" [External Link], written in 1890, provides a stark and vivid portrayal of how communities have evolved, how the built environment needs to respond to changing conditions, and how the built environment affects people. As building codes and other regulations have changed to address some issues the need for zoning to also address those issues has changed.

State Law and Local Plans

The state first passed authorization for municipal zoning in 1929 and amendments occurred over time. Evolution of the law continued with the passage in 2023 of the Montana Land Use Planning Act (MLUPA). MLUPA gives authority to the City to plan for and regulate land use and development. The City must conform to MLUPA. MLUPA primarily addresses procedures and leaves some latitude to local decision makers in many areas to address non-procedural matters. Some very detailed requirements for development standards are included in MLUPA including minimum heights in some types of zoning districts, such as those covering the downtown area.

MLUPA itself is guided by the MT Constitution including Article 2 Section 3 that both identifies property rights and responsibilities that go with it. Zoning is a tool to help balance rights that may be in competition and to identify responsibilities and how to meet them.

> ***Section 3. Inalienable rights.*** *All persons are born free and have certain inalienable rights. They include the right to a clean and healthful environment and the rights of pursuing life's basic necessities, enjoying and defending their lives and liberties, acquiring, possessing and protecting property, and seeking their safety, health and happiness in all lawful ways. In enjoying these rights, all persons recognize corresponding responsibilities.*

MLUPA requires that regulations governing land use be in accordance with the adopted land use plan. The City updated its land use plan in October 2025 and carried forward the goals and objectives initially adopted in 2020 after a 2.5-year public drafting and review process.

The adoption of the BCP2025 also carried forward the adopted Downtown Bozeman Improvement Plan, [external link] (DBIP) initially adopted in May 2019. The DBIP further develops guiding principles related to the continuing development and evolution of the Downtown area, largely defined by the B-3 zoning district boundary at the time of adoption. The DBIP itself was an update to the Downtown Improvement Plan adopted in 2009 which encouraged further development in the B-3 area surrounding Main Street. Additional housing as well as commercial activities are encouraged.

One of the DBIP key ideas was that Downtown needed to expand north and south of Main Street, see More than Main Street beginning on page 52. In the portion of the DBIP titled The Heart of a

Thriving City, starting on page 32, there is discussion about growth trends and mixes and how Downtown may differ from other areas of the community. Overall, the DBIP recommends that Downtown expand urban density uses north and south of Main Street into other areas zoned B-3 to facilitate additional employment and housing opportunities.

At the same time, the DBIP also identifies a desire to address the existing historic districts both along Main Street and near to the Downtown. To help address both opportunities for development and existing areas the DBIP recommended resolution of several inconsistencies between the land use plan, zoning, and existing development types. These are discussed under the section titled Welcoming to Everyone beginning on page 102 and were largely resolved with revisions to the future land use map in 2020 and the UDC zoning map update completed in 2025. The Welcoming to Everyone section also recommends an increase in authorized building height to enable seven story buildings. It further discusses the idea of height transitions to be responsive to context. The City Commission adopted formal standards for building height transitions in 2018 and revised them in 2025. See below for further discussion.

Appendix B of the DBIP makes several suggestions for possible revisions to regulations relating to building height and transitions to implement the DBIP. These were evaluated as part of the UDC update completed in 2025 and several were included in whole or with revisions beginning with the initial public review draft in August 2023.

Balancing the desire for incremental development and redevelopment with meeting the needs for housing for existing and relocating individuals, providing for employment, and enabling services to meet needs, while at the same time addressing various civil rights is complex. The Bozeman Community Plan 2025 (BCP2025) [External link] includes seven themes. Maximizing each outcome tends to create tension between competing outcomes as maximizing one may be detrimental to another.

- A resilient city
- A city of unique neighborhoods
- A city bolstered by downtown and complementary districts
- A city influenced by our natural environment, parks, and open lands
- A city that prioritizes accessibility and mobility choices
- A city powered by its creative, innovative, and entrepreneurial economy
- A city engaged in regional coordination

The BCP2025 addresses the fundamental tensions of growth. How do we maintain existing developed areas and accommodate those who wish to join the community or address changing needs. Chapter One addresses “To Grow or Not to Grow” and “Does the City Have to Grow.”

Local land development and use standards must conform to the purposes and limits of zoning and established in law, whether by the legislature or the courts. The UDC is the primary implementation tool of the adopted land use plan. With each revision of the long-range planning documents, the city made edits to zoning to realize the community's desires and conform with legal requirements. Since 2003, state law has required regulations to be in accordance with the adopted land use plan. The current UDC text and map reflect this requirement.

General Regulation Information

Anticipating the update to the development regulations after adoption of the land use plan in 2020, the city performed a code assessment to identify possible changes that could improve the Unified Development Code (UDC), zoning map, and development review processes to both maintain needed standards and outcomes, and remove regulatory barriers to the creation of affordable housing [Unified Development Code Affordable Housing Assessment]. Changes to form and intensity standards are discussed beginning on page 23. The recent UDC update implemented many recommendations from the report.

There is a wide range of resources describing concepts to control the built environment. Individual controls all have pros and cons depending on the context being employed and what the community hopes to achieve by a particular set of regulations. Some terms are explicitly defined in the UDC. The meaning of specific terms is also influenced by State and Federal definitions.

A variety of tools are available to influence the size and proportions of a structure and its relationship to adjacent properties. Most zoning codes employ more than one tool, and the interactions must be considered collectively to work. Functional tools are influenced by the context of the community in setting specific standards. What works in one community may not achieve another's desired outcome. These zoning standards impact land use efficiency, housing stock, and costs. The following tools to influence building mass and scale are included as part of the UDC and may have also been adopted by prior versions of the code:

- Lot Setbacks: Required distances between a building and property lines, roads, or other structures.
- Lot Area: The minimum amount of land required within the boundaries of a lot. This tool is much more limited in application under the new code.
- Lot Coverage: The percentage of the surface of a lot that can be covered by buildings, ensuring open space for landscaping, recreation, or other non-building uses.
- Vertical Massing (Height): Maximum building height. Bozeman measures height in feet from grade.
- Wall plate: A limitation on maximum height from ground to where a roof line or step back needs to begin to limit overall visual mass of a building.

- Horizontal Massing (Width): A limitation on the maximum building width in relation to the street.
- Building size: A limitation on the maximum building total floor area.
- Park dedication and on-site open area: A minimum amount of area which must be set aside from development or developed to provide recreational functions for residents.
- On-site commercial and residential open space requirements. Provides amenity space for residents and "third spaces" for human interaction and creates additional transition areas.
- Elevation Design Requirements: Ratios, formulas, or specific measurements on the street-facing front elevation of a home based on certain conditions, such as a garage. There are multiple elements including but not limited to: articulation, activation of ground floor, ground floor heights, windows, blank walls, entrances.
- Step backs and planes: Required changes to the façade of a building to move back from the placement at ground level.
- Screening requirements for utility to serve basic needs of power, garbage, delivery service areas, etc.
- Transitions: Standards for building design to reduce the maximum wall height of taller allowed building heights in one district to an adjacent district.
- Building Frontage: How buildings relate to streets and public spaces.
- Relationship to adjacent properties: Addresses placement along side and rear property lines.

Bozeman's development code uses these tools in residential, commercial, and industrial zones. For the current form and intensity standards (setbacks, height, lot area, etc.) in the updated UDC [external link] see Article 2 and the individual descriptions of each zoning district and Division 38.520.

No single standard adequately addresses all the concerns of the community or the characteristics of construction relating to bulk and scale of buildings. The following graphic helps illustrate the way these concepts interact. Each identified subject (illustrated by a colored circle) allows for a range of actions or sets a standard. A project must meet each of the regulations. Only where a proposed project can meet all the standards can it be approved (illustrated by the orange shape). Each standard helps constrain the potential for excess in other standards.

When considering how these standards work together it is important to remember and consider the range of uses that will be subject to the standard. If only homes are considered then a different outcome may be acceptable than when the schools, churches, daycares, offices, retail, and other activities also allowed in a zoning district are part of the consideration. The same tools are used in non-residential and mixed-use zoning districts although the numeric standard may vary by district.

Building Height

Lot Width

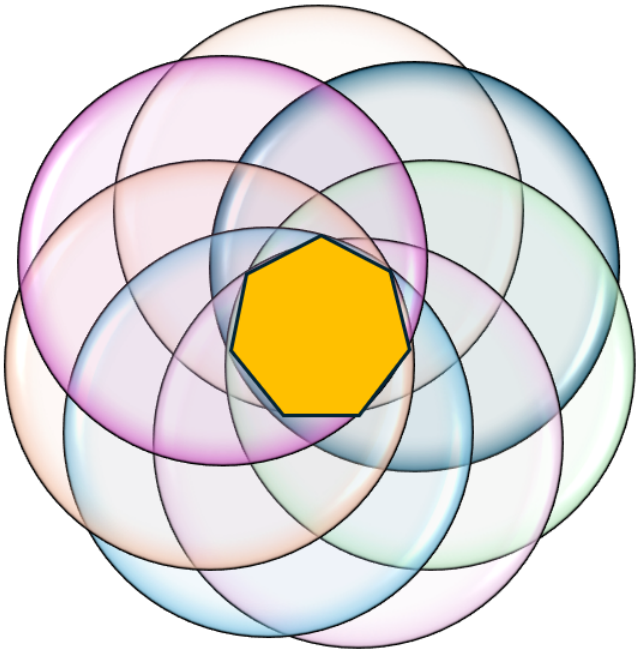
Lot Coverage

Building Setbacks

Environmental

Open Space

Building Width/Size



Each regulatory tool has nuances, and many have some flexibility in their application. If there is a code reference listed such as shown in the standards of the B-3C district in 38.220.060.B.1 and shown further below, it means there is additional detail at the referenced section. To understand the standard, you should read the additional details as well as the initial standard description. Those details often include a reference to "relief" which is the defined flexibility in application of the standard.

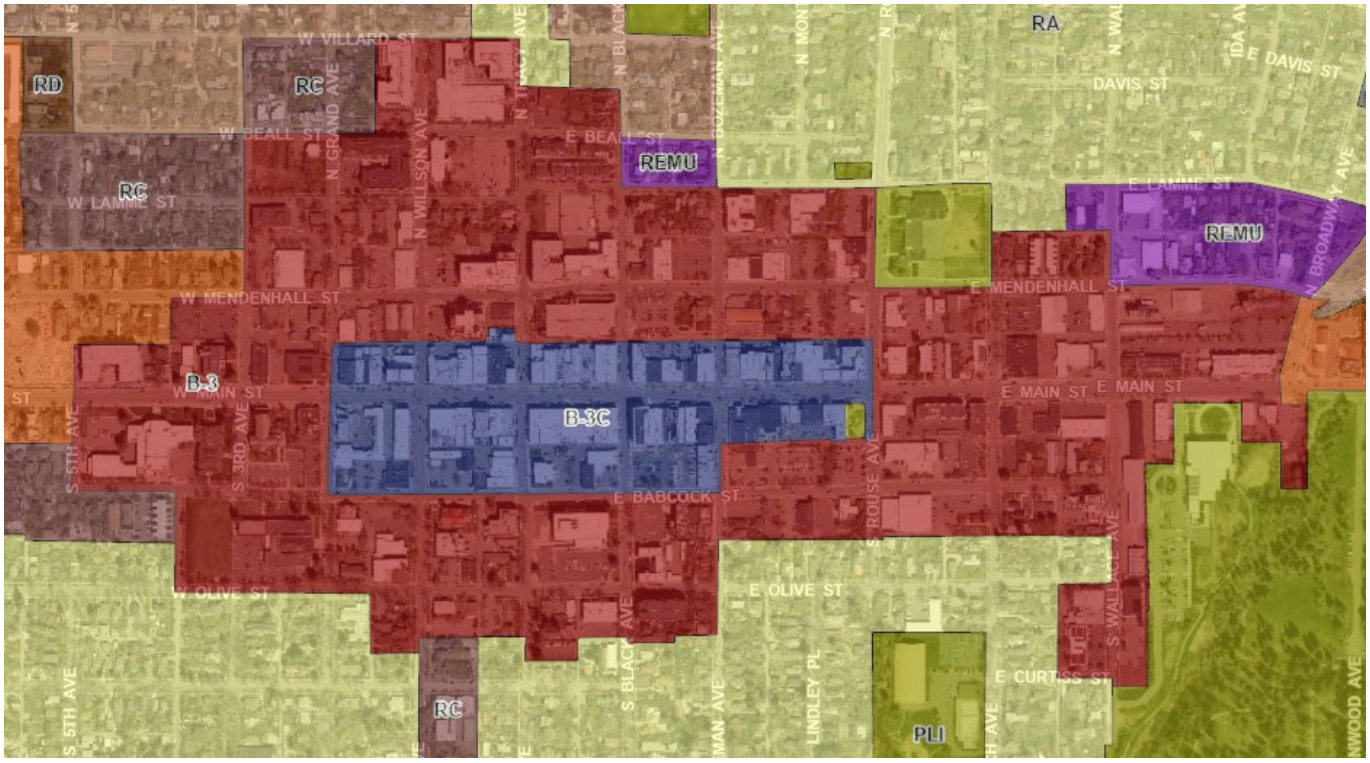
Zoning is not retroactive. Buildings cannot be required to be modified to meet new requirements. Existing or approved structures may continue as is until redevelopment is proposed or be constructed according to approved plans.

Current Code

The 2025 UDC update created a new B-3C zoning district to distinguish the historic area along Main Street with a well-established pattern of lower commercial buildings with a few taller structures from other areas of the Downtown that may be suitable for new construction of more intensive structures. The B-3C zoning district has three specific standards for buildings that distinguish it from B-3:

1) a shorter maximum building height of 60 feet – the lowest allowed by state law,
2) a wall plate standard that requires a break in the height of the façade at 45 feet, and
3) a step back for the façade at or above the 4th story. See 38.260.060.B for the standards and the following image for location of the B-3C zoning district.

A revised zoning map was adopted in conjunction with the new development code. Several of the changes adopted were a direct result of state mandates to harmonize the zoning with the land use plan. Several others removed mid-block zoning boundaries. Regulating the built environment is a finer grained tool than adjusting the base zoning. Consideration of whether the zoning map needs to be further examined to determine if the appropriate zoning is applied to a given area and is in accordance with the future land use map and land use plan policies may be considered.



A visual analysis suggests many of the perceived issues with mass and scale are a result of existing structures in or near the city center in zones that allow and encourage larger buildings. Following is a further description of some of the tools recently updated that address mass and scale.

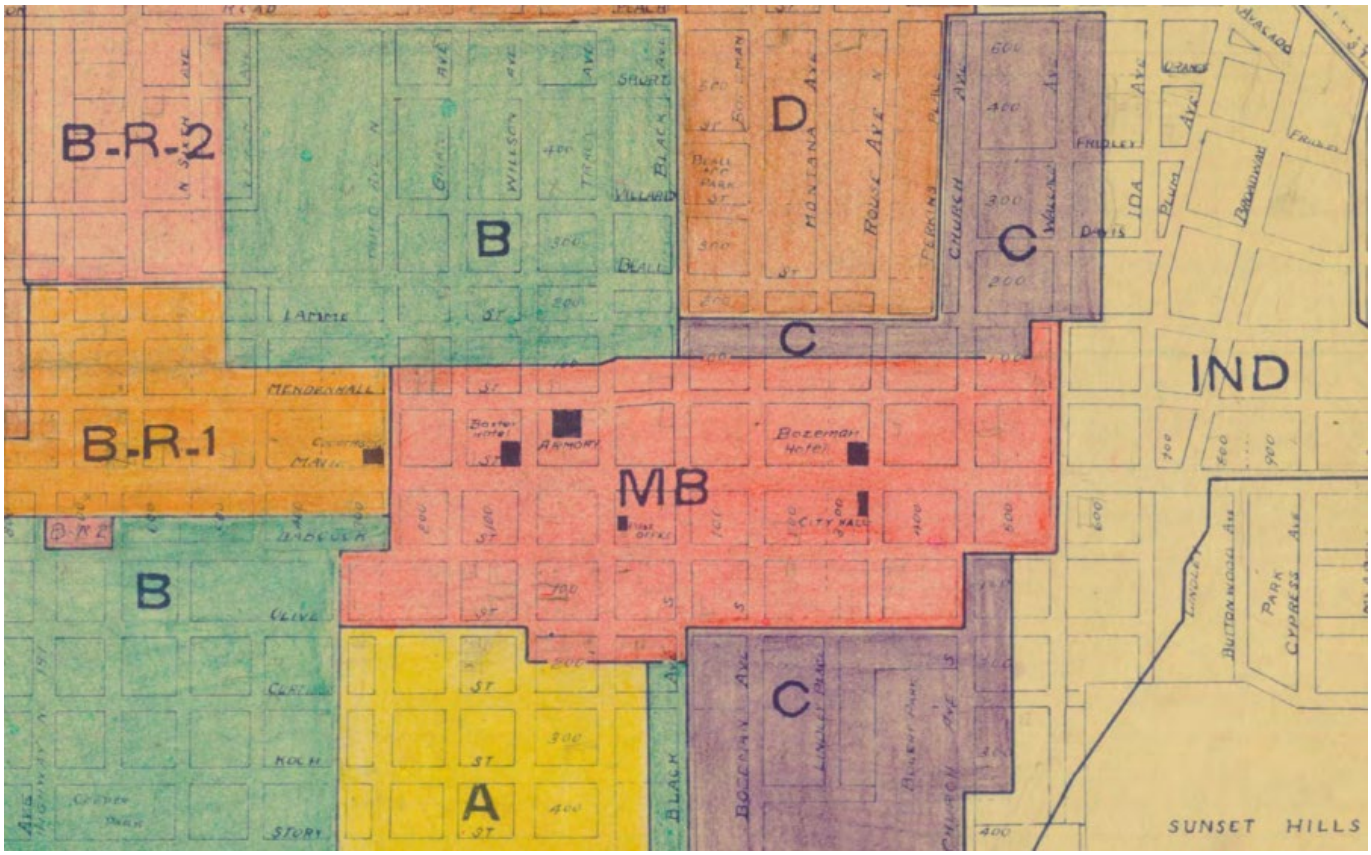
Building Height

The maximum vertical extent of a building. Buildings vary by size, purpose, and site conditions. It is difficult to identify a “correct” number that applies in all circumstances. For example, the Marriot Residence Inn at 815 E main is a single structure but on a very sloped site. The vertical extent at corners of the building are very different along Main St than along Village Downtown Blvd.

Height is also influenced by function. Theatres need scenery lofts, industrial sites may require tall storage silos, and many buildings have elevator head spaces that project above the rest of the roof. While exceptions can be created for specific functions, most zoning ordinances establish some type of maximum size limit in a district. The PLI district is a local zoning district that does not have a maximum height limit.

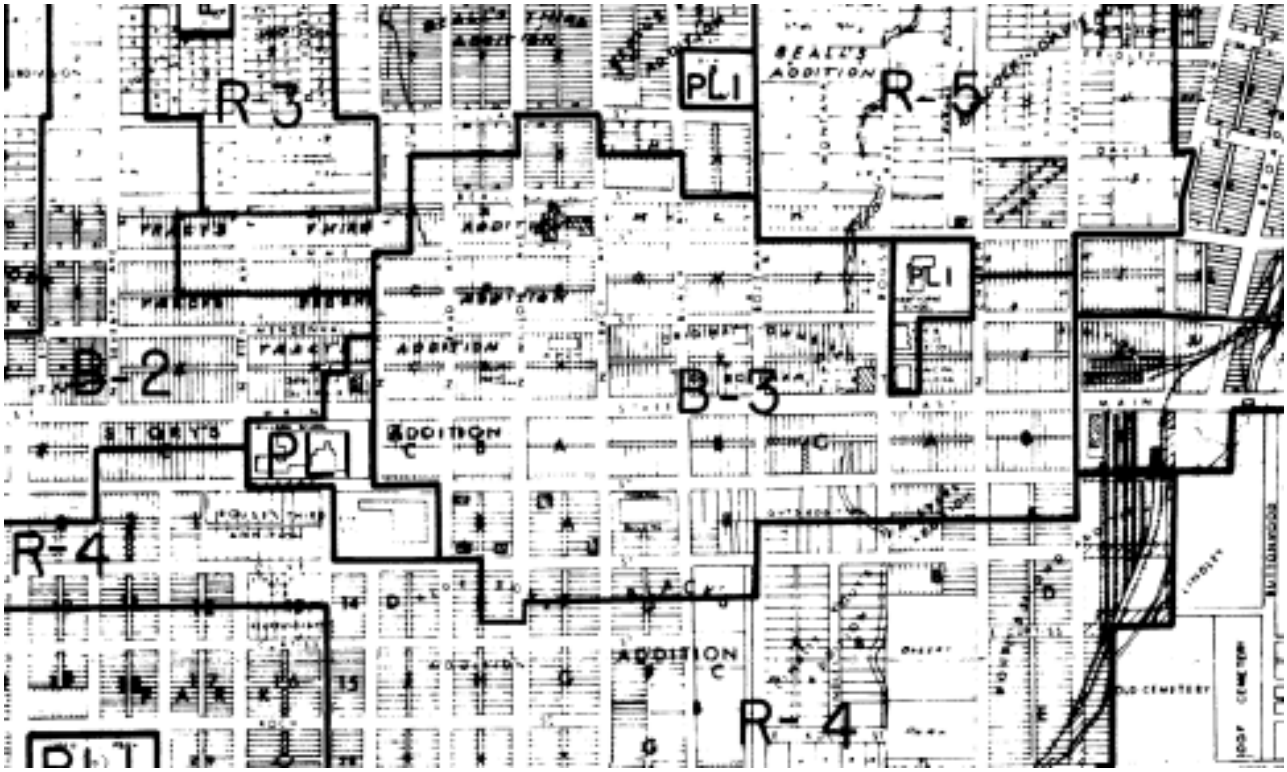
Maximum allowed height varies by district in the current UDC. Specified height number is often subject to a variety of allowed encroachments or other modifiers identified in 38.260.100 or other sections of the code.

The authorized height in the B-3 district has changed over time. When zoning was initially adopted in 1935, the Main Business District (designated with MB), the equivalent of the B-3 district today, had no specified limit on height. See the following excerpt from the 1941 zoning map, letters are residential zoning districts. A is the most restricted and D the most permissive residential districts.



1941 Zoning Map excerpt

The B-3 district name was applied in 1973 to a larger area than the initial Main Business district as shown on the following excerpt from the zoning map.



1973 Zoning Map excerpt

It was not until 1991 that a numerical height limit of 55 feet was uniformly applied to the B-3 district. Various exceptions were also authorized to height limits generally; and also applied in the B-3 district. In 2002, the City kept the 55 feet limit for the area along Main Street that would become B-3C, but raised the allowed height in the rest of the B-3 district to 70 feet. The update to the B-3 district approved in 2025 raised the maximum building height in the B-3 district to 90 feet which is enough to enable a seven story building. This was consistent with the recommendation from the DBIP as discussed above.

How height is measured and what exceptions to height standards are available is established in 38.260.100.A. Whether or not a building is perceived as “too tall” depends on more than just a single measurement. The City has also adopted other standards to help address the interaction between adjacent developments.

Some photos of existing structures and heights of taller buildings in the community are attached to assist in visualizing various heights mentioned above that exist in the community. A map of taller buildings in the Downtown area is also attached; as is a map showing locations of constructed buildings over the past 10 years or so that have generated public comments on height. Please note the location of most of those buildings are in the B-3 and B-2M districts, and are often on the edge of the district.

In 2015, after an open public review and participation process, the City Commission amended the Design Guidelines to include Chapter 4B to distinguish between the applicable standards for the

area within the Main Street historic district and other portions of the B-3 zone. The revised language was adopted by Resolution 4598 [external link]. Chapter 4B was later amended by Resolution 4623 and readopted by Ordinance 1981 in 2017. The revised language supported development of larger and taller buildings but did not change the maximum height allowed in the B-3 district. Elements of the revised guidelines have become part of the UDC standards.

The placement of low-density zoning adjacent to the city core may contribute to property owners feeling overwhelmed by development nearby. Rather than imposing development restrictions on property within the city center, an alternative is to evaluate areas adjacent to the Downtown for appropriate zoning to create an intensity transition from the B-3 to lower intensity districts further from the city core.

Wall Plate

Wall plate is a new standard to address massing, especially in less intensively developed areas. Wall plate limits the maximum height of an exterior wall to prevent uninterrupted tall facades. A wall plate standard is shorter than the maximum building height allowed in a district. Definitions and rules of interpretation help explain terms used in the document. Wall plate is described in Section 38.260.100.B.

The combination of wall plate to constrain uninterrupted building wall size and a maximum building height provide flexibility for the designer and predictability for adjacent owners and residents. Wall plate is a response to public concern on scale of development, especially in existing lower intensity areas experiencing redevelopment. Wall plate heights establish when a step back, see discussion below, or other change in building design must occur to lessen visual and physical mass of the building.

More intensive zoning districts may not have a wall plate limitation to allow them to have the taller buildings that are intended in those districts. B-3 does not have a specified wall plate limit, but the B-3C district does. The City Commission considered the potential requirement for a generally applicable wall plate standard for B-3 during the June 24, 2025, code update work session on mass and scale but decided not to establish one.

Wall plate height is measured from average grade to the wall plate of the building.

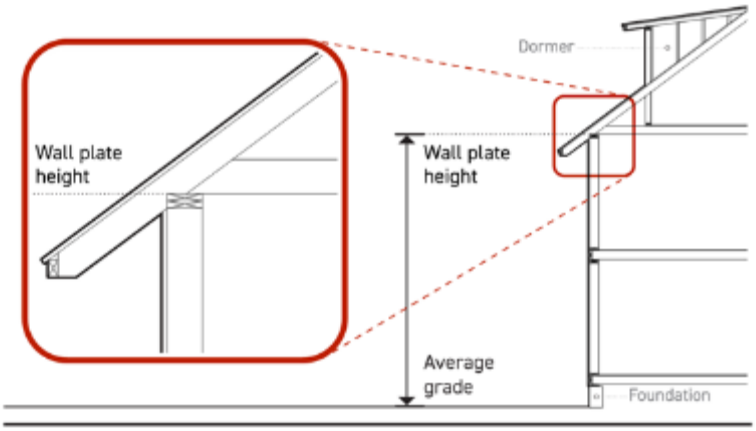


Figure 38.260.100-3. Wall plate height.

Figure 38.260.100-3 illustrating measurement for wall plates.

1. **Vertical Massing**	*Sec. 38.260.100*
Ⓐ Height (max)	60'
Ⓑ Wall plate height (max)	45'
Ⓒ 4th story step back (min)	16'
2. **Horizontal Massing**	*Sec. 38.260.110*
Dwelling units per building (max)	n/a
Ⓓ Building width (max)	150'
3. **Activation**	*Sec. 38.260.120*
Ⓔ Active depth (min)	30'
4. **Floor Height**	*Sec. 38.260.130*
Ⓕ Ground story height (min)	15'
Ⓖ Ground floor elevation (min/max)	0'/1'

Example of the B-3C – 38.220.060.B.1, excerpt of dimensional standards relating to massing below.

Articulation

The UDC includes requires both vertical and horizontal articulation for residential and non-residential buildings that are subject to site plan reviews. See Section 38.520.040, Building Massing and Articulation. This section works together with the other tools identified above. It is expected that any new building constructed in the B-3 zoning district would be subject to site plan review. Smaller buildings like single dwelling or four-dwelling buildings are not subject to the same standard. This standard was updated in 2025 and now requires a greater number of articulation

features to be used, increases the degree of variation in wall or roof needed to meet an articulation standard, and increases the locations on a building where articulation is required. There are some differences between residential and mixed-use/non-residential building requirements. This standard does not directly limit the height of a building; however, by dividing the massing into smaller visual modules it reduces the perceived scale of a building.

The Neighborhood Conservation Overlay District (NCOD) design guidelines apply for sites located within the NCOD. The Chapter 4B guidelines are specifically focused on the area included in the B-3 zoning district. An update to the design guidelines has been paused but is expected to start again this winter.

Zone Edge Transitions and Step Backs

Zone edge transitions apply throughout the entire city when the defined condition of two dissimilar zoning districts being adjacent exists (38.260.070). A zone edge transition is a tool to adjust the abruptness of difference in building size at the edge of a zoning district.

Step-backs refer to step-like changes in the profile of a building where there is functional building area for several stories and then the step inwards reduces the width or depth of the building from that point onwards. See the image below. The flat areas created by the step-backs are often used as outdoor terraces in both residential and commercial buildings. With step-backs, structures are allowed to rise straight-up a certain height beyond which they are required to recede from the initial façade that follow a prescribed method to establish the step back. Extent of step backs in height and depth may vary by district.

Although the names are similar, a setback is different than a step-back. A setback establishes a distance, usually from a property line or right-of-way, and no part of the building is allowed to be placed within a setback. This expands the separation between uses constructed across a right-of-way or a property line.

Bozeman previously used an inclined plane, of 45°, to establish the boundary of required step backs as a zone edge transition method. This resulted in some structures with a sequence of small step backs utilized as outdoor patios for the adjacent residential uses. Some public comments have stated that this placement may lessen privacy or increase possible noise from activities in the open spaces. Other methods measure from a different set of beginning points, but in all cases the building must remain within the prescribed limits. In the current code, step backs are only applied at zone edge transitions and in conjunction with wall plate heights in the B-3C district. There are very few examples of constructed buildings implementing this standard at this time.

Section 38.260.070, Transitions, describes the circumstances when a step back is required. These occur at the edges of zoning districts and primarily where residential and non-residential districts adjoin. A map of these locations is included with the packet. This information is also available through the Community Development Viewer under the Zoning layer. Types 1a and 1b transitions include a step back requirement, see image below for an example. The vertical height at which a

building is subject to the step back is determined by the maximum height of the adjacent district. For example, the height at which a step-back must begin for projects adjacent to an RA district would be lower than if adjacent to the RB district. The type of applicable zone edge transition is determined by the zoning of the lot subject to the requirement and the zoning on the abutting lot as set out in Table 38.260.070-1. Not all zoning boundaries require a transition. Transitions are required where the degree of difference between districts is greatest. There are four transition types to address different circumstances.

In addition to the step back, transitions in some locations are required to provide a greater distance for the entire building (setback). For example, a lot in the B-3 district which is abutting a lot zoned as RA or RB must add 3 feet to the width of the minimum setback shown as the "X" in the image below.

A transition standard is not a substitute for placement of a zoning district in a proper place. The Commission directed and approved numerous modifications to the zoning map with the 2025 update to remove locations where zoning district boundaries occurred within the same block. This reduces potential conflicts by physically separating dissimilar districts.

3. **Standards.**

   a. **Type 1a. Height stepback.**

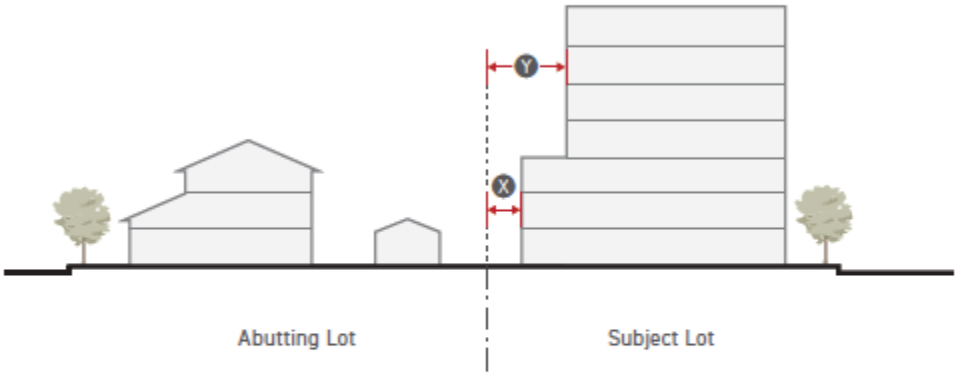


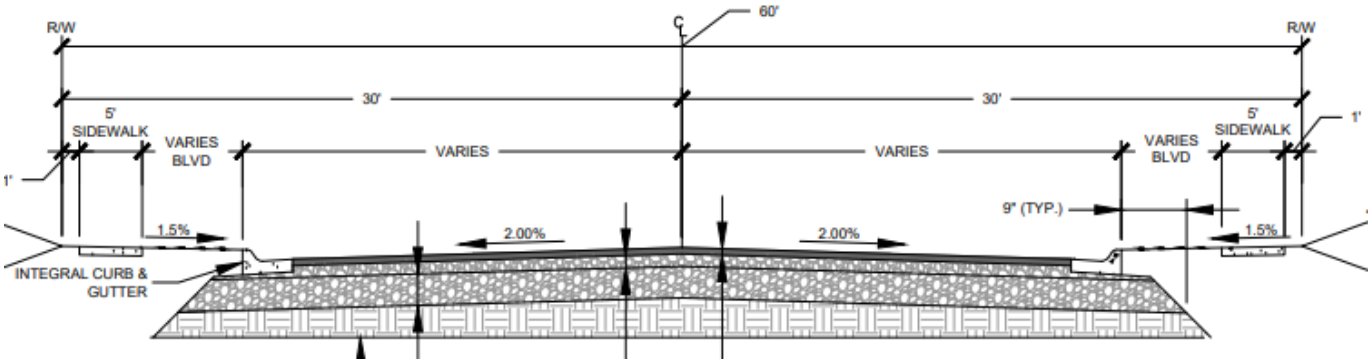
Table 38.260.070-2.

Type 1a Standards	No Alley	Alley
X Setback from lot line (min)	10'	5'
Y Setback from lot line (min) - above max height of abutting district	22'	13'

Excerpt from 38.260.070

Transitions are a special case for mass and scale controls as they apply at district edges rather than uniformly throughout a district. The best method for transitions is to place zoning districts at streets, watercourses, or similar physical separations. The width of a standard local street right-of-

way (60 feet - see below) is six times the minimum setback of the Type 1a no-alley setback (10 feet see above). Elements located within the right-of-way are shown below. The placement of zoning district boundaries on streets inherently provides spacing between dissimilar districts. However, such placement isn't always feasible. Transitions lessen potential impacts in those circumstances.



Both the prior zoning regulations and the current regulations include as part of the standard that a street (typical local right-of-way width of 60 feet) is by itself a transition by providing a large physical separation. An alley is not of sufficient width to be a transition. Paragraph 38.260.070A.3.f addresses this question of right-of-way width. Should a street be less than 60 feet wide, the transition standard would apply to a proposed building as if the street were not present. If the street is less than 60 feet wide, nothing in the language prevents a landowner from providing additional right-of-way, either by subdivision exemption or by provision of a street and utility easement, to widen the right-of-way. Whether the right-of-way is created by plat or easement, so long as it is 60 feet or greater in width the transition requirement has been met by physical separation from adjacent uses across the street.

A transition standard places all the burden of lessening perceived conflict on only one property to the full benefit of the abutting property. It is therefore important to use care in establishing the degree of restriction with a transition.

Street Trees

The municipal code, in both Chapter 16 and Chapter 38, requires planting of trees within the boulevard strip (see right-of-way cross section above) with development. The City maintains planted trees in the right-of-way. Proposed tree plantings are reviewed during the site plan review process by the City Forester. Removals of street trees require review and approval by the City Forester and compensation to the City for the loss of the asset.

Although not a part of the building, street trees provide a visual barrier, a variation in height, and change of materials when viewing a building. The average height of a mature street tree in Bozeman is 60 feet tall. Trees therefore function as a significant additional element of transition between properties whether they occur at a zone edge or within a zoning district.

Staff will present further visuals and information at the meeting to assist in the understanding of regulating mass and scale tools as they relate to these issues and the questions identified at the beginning of the document.

Public Comment

Written public comments received after publication of this memo have been placed in Laserfiche.

Written public comments received prior to the Community Development Board meeting are in Laserfiche under the Community Development Board folder.

Oral comments at board meetings are available through the recording of each meeting.

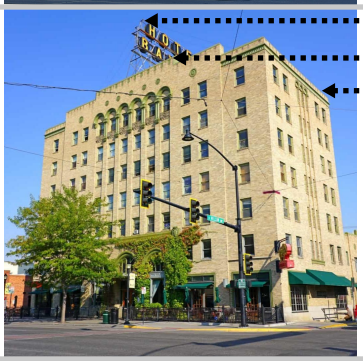
Agriculture Depot



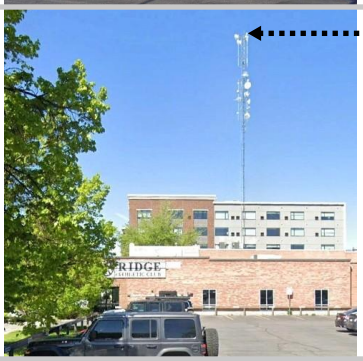
Armory



Baxter



Radio Tower



Courthouse Evergreen Tree



Holy Rosary Church



Note: Reference measurement data collected via Google LIDAR and/or with a clinometer. Target Accuracy: +/- 2'

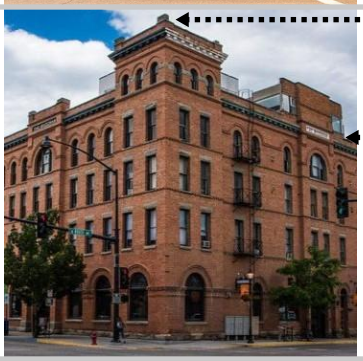
Story Mill



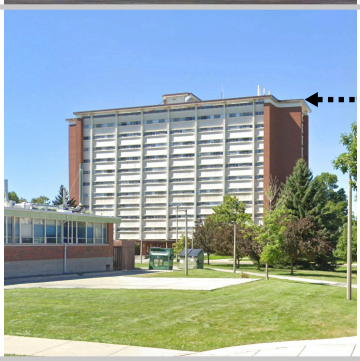
The National



The Bozeman



South Hedges



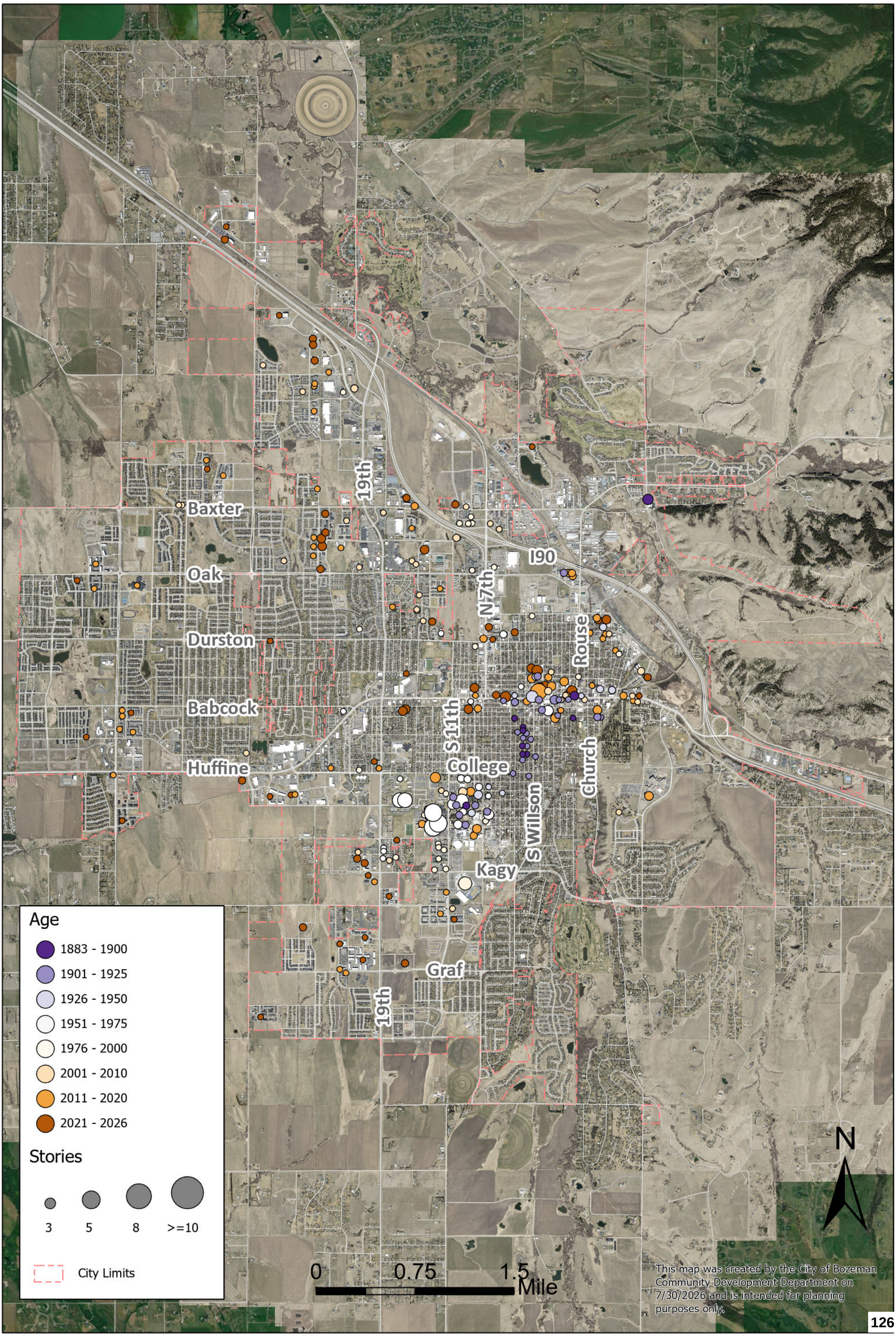
Leon Johnson



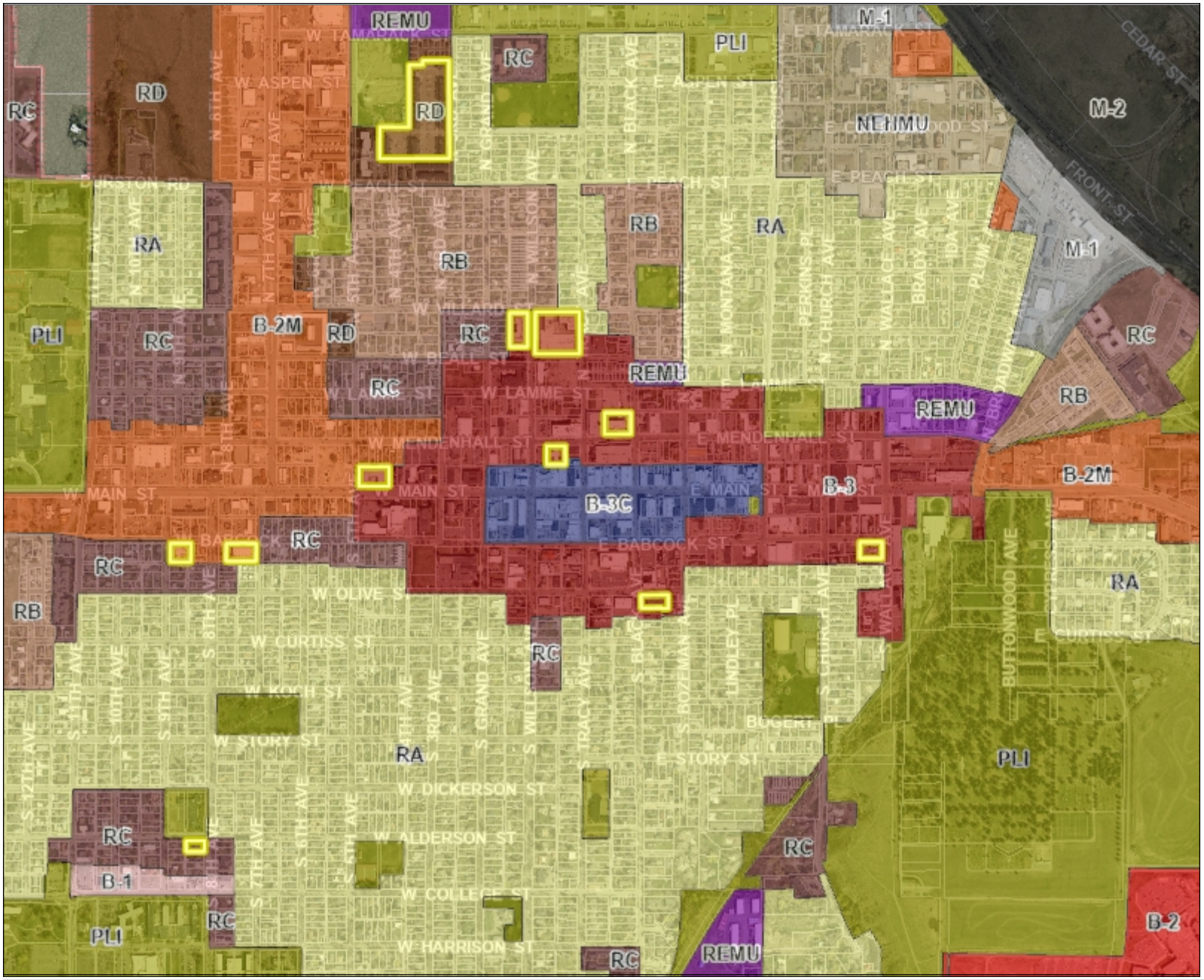
Roskie



History of Tall Building Development



BOZEMAN MT



Legend

Zoning (eff. 1 Feb 2026)

- RD (R-5) Residential High
- RC (R-4)Residential Medium
- RB (R-3) Residential Medium-Low
- RA (R-S, R-1, R-2) Residential Low
- PLI Public Lands and Institutions
- B-1 Local Service Mixed Use
- B-2 Community Business
- B-2M Community Mixed Use
- B-3 Downtown Mixed Use
- B-3C Downtown Mixed Use Core
- BP Business Park
- REMU Residential Emphasis Mixed
- M-1 Light Manufacturing
- M-2 Manufacturing and Industrial
- R-MH Residential Manufactured Ho
- NEHMU Northeast Historic Mixed-U
- PDZ Planned Development Zone
- City Limits

Location



Created By:

Created For:

Date: 07/20/2026

2,103 0 1,051 2,103

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.

N

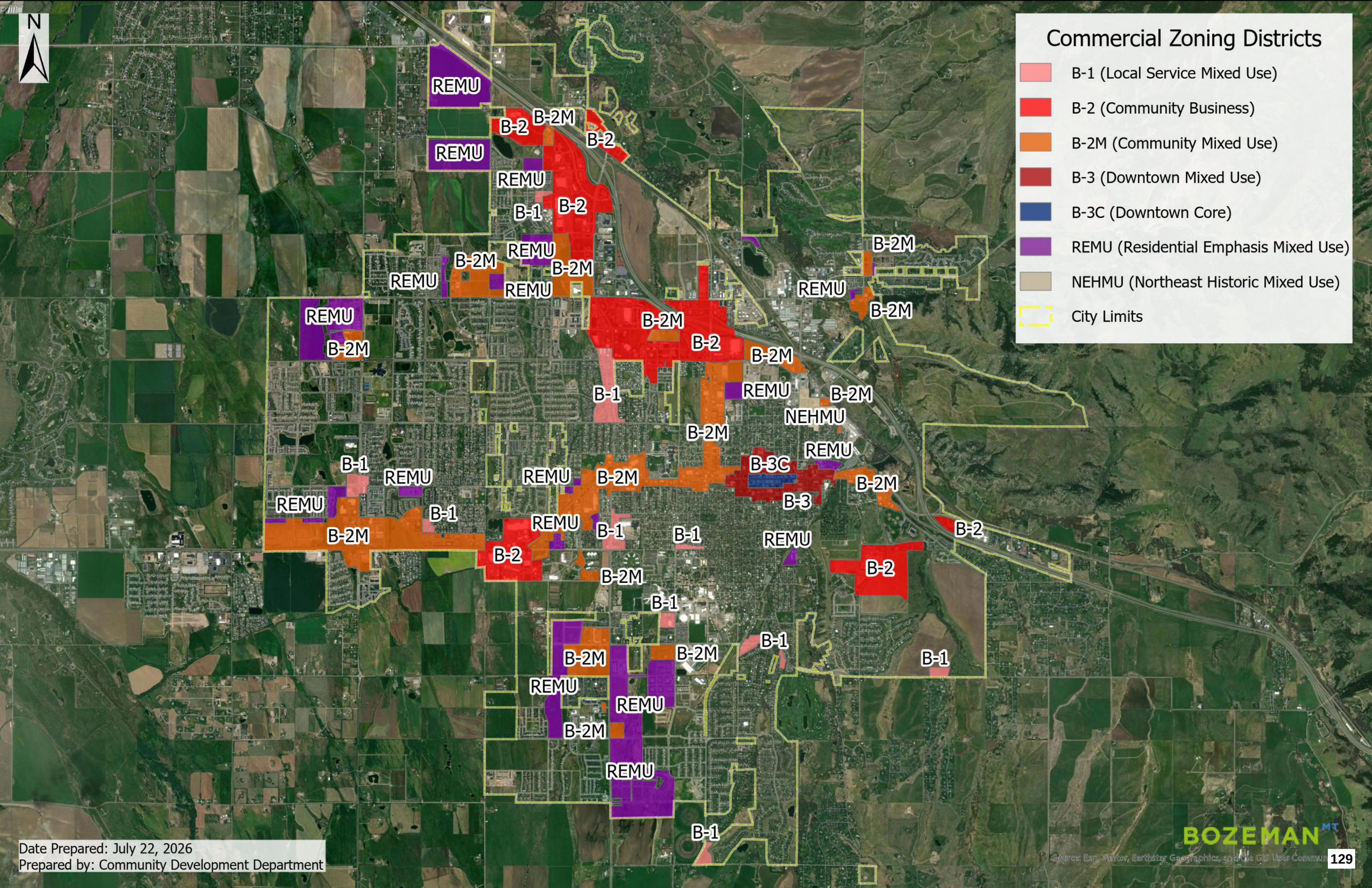
Zone Edge Transitions

- Type 1a
- Type 1b
- Type 2a
- Type 2b
- City Limits

Date Prepared: July 28, 2026
Prepared by: Community Development Department

BOZEMAN MT

Source: Esri, Vantor, Earthstar Geographics, and the GIS User Commun


N
Commercial Zoning Districts
B-1 (Local Service Mixed Use)
B-2 (Community Business)
B-2M (Community Mixed Use)
B-3 (Downtown Mixed Use)
B-3C (Downtown Core)
REMU (Residential Emphasis Mixed Use)
NEHMU (Northeast Historic Mixed Use)
City Limits
Date Prepared: July 22, 2026
Prepared by: Community Development Department
BOZEMAN MT
Source: Esri, Vantor, Earthstar Geographics, and the GIS User Commun

Transitions in Code

Section 38.260.070 Excerpts

38.260.070

BOZEMAN MT
Planning

Table 38.260.070-1.

REQUIRED DISTRICT TRANSITION

SUBJECT LOT		ABUTTING LOT: R-A	R-B	R-C	R-D	B-1	B-2	B-2M	B-3	B-3C	REMU RES	REMU MX	NEHMU RES	NEHMU MX	B-P	M-1	M-2	PLI
R-A		--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
R-B		--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
R-C		--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
R-D		1a	1a	--	--	--	--	--	--	--	--	--	1a	--	--	--	--	--
B-1		1a	1a	--	--	--	--	--	--	--	2a	--	2a	--	--	--	--	--
B-2		1b	1b	2b	2a	--	--	--	--	--	2a	--	1a	--	--	--	--	--
B-2M		1b	1b	1a	2a	--	--	--	--	--	2a	--	1a	--	--	--	--	--
B-3		1b	1b	1b	2b	--	--	--	--	--	2b	--	1a	--	--	--	--	--
B-3C		--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
REMU	RES	1a	1a	--	--	--	--	--	--	--	--	--	1a	--	--	--	--	--
	MX	1a	1a	2a	2a	--	--	--	--	--	--	--	1a	--	--	--	--	--
NEHMU	RES	1a	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
	MX	1a	1a	2a	2a	--	--	--	--	--	2a	--	1a	--	--	--	--	--
B-P		1b	1b	2b	2a	--	--	--	--	--	2b	--	1a	--	--	--	--	--
M-1		1b	1b	2a	2a	--	--	--	--	--	2a	--	1a	--	--	--	--	--
M-2		1b	1b	2b	2b	2b	2b	2a	2b	--	2b	2b	1b	2b	2a	--	--	--
PLI		--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Key: 1a = Transition Type 1a required 2a = Transition Type 2a required -- = No transition required for subject lot
1b = Transition Type 1b required 2b = Transition Type 1b required

a. Type 1a. Height stepback.

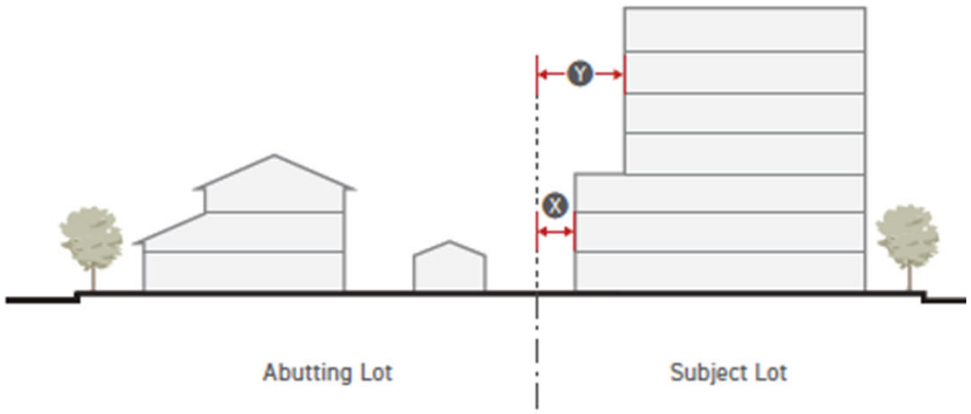


Table 38.260.070-2.

Type 1a Standards	No Alley	Alley
X Setback from lot line (min)	10'	5'
Y Setback from lot line (min) - above max height of abutting district	22'	13'

b. Type 1b. Height stepback with landscaping.

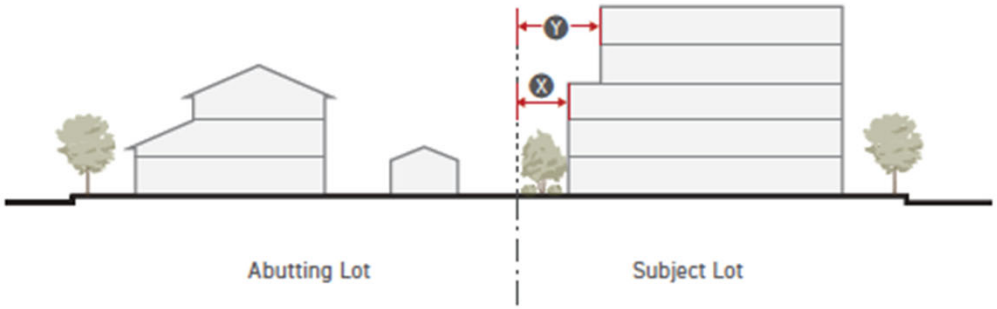


Table 38.260.070-3.

Type 1b Standards	No Alley	Alley
X Setback from lot line (min)	14'	9'
Landscaping in setback (min per 50')	Required	Not required
Trees	2 large or 3 small	n/a
Shrubs	16	n/a
Y Setback from lot line (min) - above max height of abutting district	22'	13'

d. Type 2b. Horizontal setback with landscaping.

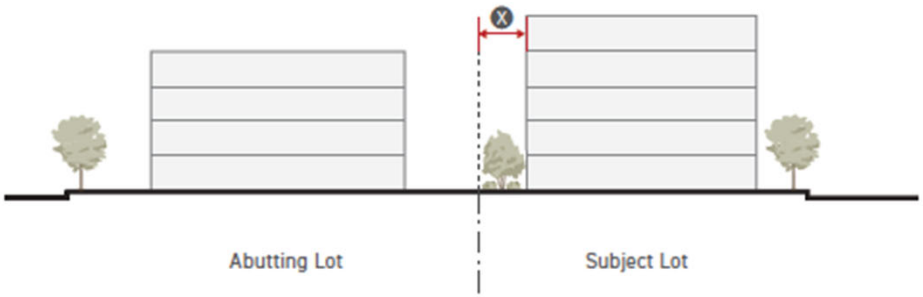


Table 38.260.070-5.

Type 2b Standards	No Alley	Alley
X Setback from lot line (min)	14'	9'
Landscaping in setback (min per 50')	Required	Not required
Trees	2 large or 3 small	n/a
Shrubs	16	n/a

c. Type 2a. Horizontal setback.

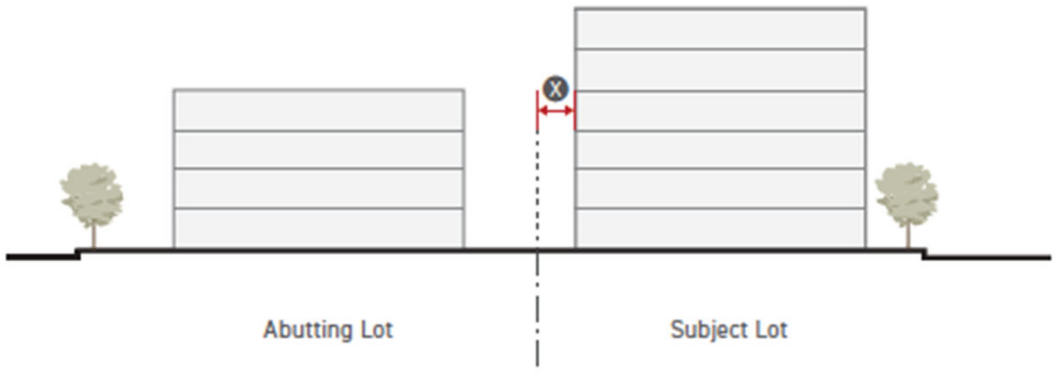


Table 38.260.070-4.

Type 2a Standards	No Alley	Alley
X Setback from lot line (min)	10'	5'