

**MONTANA DEPARTMENT OF COMMERCE
MAIN STREET PROGRAM
ADAPTIVE REUSE & MIXED-USE DEVELOPMENT
CONTRACT #MT-MMS-CG-25-001**

This agreement ("Contract") is entered into by the City of Billings Montana ("Grantee") and the Montana Department of Commerce ("Department").

The Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of this Contract is to provide funding authorized through 90-1-122(e) of the Montana Code Annotated ("MCA") to the Grantee for main street activities approved by the Department under the Montana Main Street Adaptive Reuse and Mixed-Use Development Program ("MMS ARMU" or "Program").

Section 2. AUTHORITY

This Contract is issued under authority of Title 90, Chapter 1, Part 1, MCA.

Section 3. APPLICATION INCORPORATED BY REFERENCE

The Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively "Project"), is specifically incorporated into this Contract by reference and the representations made therein are binding upon the Grantee.

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract. Grantee will comply with all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the *MMS Program Guidelines* and the most current version of the *Montana Main Street Adaptive Reuse and Mixed-Use Development Grant Application*, maintained by the Department.
- (b) The Grantee agrees that all contracts and subcontracts it enters into for the completion of the activities described in Section 6 will require such contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section.
- (c) The Grantee agrees to repay to the Department any funds advanced under this

Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out any portion of this Contract expends in violation of: (i) the terms of this Contract; (ii) the statutes, and regulations governing the Program; (iii) or any applicable local, state, or federal requirements.

- (d) The Grantee agrees that the Project will adhere to all applicable design standards required by the Department of Environmental Quality ("DEQ"), and Grantee shall obtain all applicable federal, state, and local permits required for the Project. If no DEQ standards are applicable to the Project, the Grantee agrees that the Project will adhere to generally accepted industry standards, such as *Recommended Standards for Wastewater Facilities* or *Recommended Standards for Water Works*, published by the Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, latest edition.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on September 30, 2026 or upon approval of Grantee's Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between October 22, 2024 and June 30, 2026. All requests for reimbursement must be submitted to the Department within ninety (90) days after June 30, 2026.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. Grantee must begin Project no later than six (6) months from October 22, 2024. The Grantee may modify the implementation schedule only with prior written approval of the Department.
- (d) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least sixty (60) days prior to September 30, 2026.

Section 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract as set forth in the Grantee's application for Program assistance, including any amendments, approved by

the Department. The Grantee will use Program funds for the following major components of the Project:

- Develop the Billings Masonic Temple Building as a retail incubator on the first floor, Downtown Billings Alliance offices and community space on the second floor, and workforce housing on the third floor.

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract shall not exceed \$300,000.
- (b) A copy of the preliminary Project budget is attached as Exhibit B and specifically incorporated herein by reference. After construction bids are awarded or other major Project activity cost elements are determined, the Grantee shall provide the Department with a final Project budget that will, upon receipt and approval by the Department, supersede the preliminary budget in Exhibit B and thereby be incorporated as part of this Contract, binding upon the Grantee.
- (c) For cumulative budget adjustments of \$5,000 or less between line items of the Program portion of Exhibit B, Department approval of the request for reimbursement form shall constitute approval of the budget adjustment. Grantee shall describe the rationale for any budget adjustment and note the adjustment(s) in the request for reimbursement submitted to the Department. Budget adjustments in excess of \$5,000 between any line item of Exhibit B must be approved in advance by the Department.
- (d) Any authorized funds not expended under this grant by the later date referenced in Section 5(b), or otherwise accounted for in accordance with the provisions of this Section, will revert to the Department and will be used to finance other Program projects.

Section 8. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to, financial records, supporting documents, and such other records as are required by law or other authority, for a period of five (5) years after either the termination date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices.
- (b) The Grantee shall provide the Department, Montana Legislative Auditor, or their authorized agents access to any records related to the Project or otherwise necessary to determine contract compliance, at no cost to the Department, the

Montana Legislative Auditor, or their authorized agents.

Section 9. LIAISONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

For the Department:

Micky Zurcher (or successor)
Program Specialist, MDOC
301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2863
micky.zurcher@mt.gov

For the Grantee:

Katy Schreiner (or successor)
Downtown Billings
102 N. 29th St
Billings, MT 59101
406-294-5060
katy@downtownbillings.com

Section 10. METHOD OF REIMBURSEMENT

- (a) The Department will not release any Program funds to the Grantee until the Grantee has obtained firm commitments for all other financial resources to be involved in the Project, as defined in Section 6 and Exhibit B. The Grantee may not expend or obligate any Program funds, other than for administrative purposes, until the Department determines that this condition has been satisfied.
- (b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project.
- (c) The Department agrees to reimburse the Grantee for eligible Project costs incurred on or after the date identified in Section 5(b) upon the successful completion of activities set forth in Section 6. All reimbursements must be supported by adequate documentation requested by the Department, and provided by the Grantee, and require Department approval of the Grantee's request for reimbursement. In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.
- (d) Unless previously agreed to in writing by the Department, the Department will not reimburse Grantee for any costs related to the land acquisition, construction, construction inspection, or contingency line items in Exhibit B until Grantee demonstrates all applicable permits for the project have been obtained as required

in Section 4(c). In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.

- (e) The Department will not reimburse the Grantee for any costs incurred prior to the date identified in Section 5(b), any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the most current version of the *MMS Program Guidelines* and the most current version of the *Montana Main Street Adaptive Reuse & Mixed-Use Development Grant Application*, or any expenses not adequately supported in writing by the Grantee's records.
- (f) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract any costs incurred will be the Grantee's sole responsibility.
- (g) The Department is allowed fifteen (15) business days to process a request for reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (h) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-Program funds, the Department may, at its discretion, suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (i) The Department may reduce the Grantee's amount of Program funds provided by this Contract if actual Project expenses are lower than projected by the Grantee in Exhibit B or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application.
- (j) If the Department, in its sole discretion, determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (k) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.
- (l) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.

Section 11. REPORTING REQUIREMENTS

- (a) Project Progress Reports: During the term of this Contract the Grantee will submit Project progress reports to the Department in conjunction with each request for reimbursement. These reports will describe the status of the activities set forth in Section 6, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. Additionally, the report must provide documentation supporting each claim for expenses to be reimbursed, describe any significant problems encountered in carrying out the Project, and the scope of any necessary modifications the Grantee is requesting in the Project scope of work, budget, or implementation schedule. The Department, at its sole discretion, may decline to honor any request for reimbursement if the required project progress report has not been submitted to or approved by the Department.
- (b) Project Completion Report: Within ninety (90) days of Project completion, the Grantee will submit a final Project completion report for Department approval. The Project completion report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. Upon approval of the Project completion report, the Department will issue a notice of Project close-out. If the Grantee fails to submit a Project completion report within ninety (90) days, the Department may reallocate any remaining Project funds for other Program activities.

Section 12. PROJECT MONITORING

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with Section 6 of this Contract, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.

Section 13. NOTICE

All notices required under the provisions of this Contract must be in writing and delivered to the parties' liaisons identified herein either by first class mail, electronic mail, or personal service.

Section 14. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract. If the number is not provided, the Department is not obligated to pay the invoice.

Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Grantee may not assign, transfer, or subcontract any portion of this Contract without the Department's prior written consent. (§ 18-4-141, MCA). The Grantee is responsible to the Department for the acts and omissions of all Grantee's subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Grantee. No contractual relationships exist between any subcontractor the Department under this Contract.

Section 16. CONTRACT AMENDMENT

This Contract may not be enlarged, modified, or altered without a written agreement signed by all parties to the Contract.

Section 17. TERMINATION OF CONTRACT

This Contract may only be terminated in whole or in part as follows:

- (a) Termination Due to Loss or Reduction of Funding: The Department, at its sole discretion, may terminate or reduce the scope of this Contract if any funding sources are eliminated or reduced for any reason, including as permitted by Montana Code Annotated § 18-4-313(4). If a termination or modification is required, the Department may, if sufficient Program funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, provide the Grantee with a modified Project budget amount.
- (b) Termination for Cause with Notice to Cure Requirement: The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) calendar days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- (c) Effect of Termination: In the event of termination due to the Grantee's, its contractors', subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the sole responsibility of the Grantee. However, at its sole discretion, the Department may approve written requests by the Grantee for reimbursement of eligible expenses incurred. The Department's decision to authorize payment of any costs incurred or to recover expended Program funds

will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

Section 18. COMPLIANCE WITH APPLICABLE LAWS

Grantee shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Grantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Grantee subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and Executive Order No. 04-2016. Grantee agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, vaccination status, or marital status by the persons performing this Contract.

Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee, in accordance with §§ 2-7-503, 2-7-504, MCA, implementing administrative rules, and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP").
- (b) The Department, any other legally authorized governmental entity, or their authorized agents may, at any time during or after the term of this Contract, conduct in accordance with §§ 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of monies, and delivery of services provided through this Contract, at no cost to the Department.

Section 20. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with §§ 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, as applicable, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.

- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with §§ 39-71-401, 39-71-405, and 39-71-417, MCA. The Grantee accepts responsibility for supplying, and requiring all subcontractors to supply, the Department proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. The Grantee agrees that neither the Grantee nor its employees are employees of the State. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department within thirty (30) days of Contract execution.

Section 22. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the Grantee and the Department. Both Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.

Section 23. INSURANCE

- (a) General Requirements: Grantee must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or

omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.

- (b) General Liability Insurance: At its sole cost and expense, Grantee must purchase and maintain occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under § 2-9-211, MCA.
- (c) Professional Liability Insurance: Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*
- (d) General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements must be received by the Department prior to beginning any activity provided for under the Contract. Grantee must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy, including endorsements, at any time.
- (e) Property Insurance: At its sole cost and expense, Grantee must maintain property and hazard insurance, including course of construction coverage and earthquake insurance, for loss or damage to any building and related improvements and contents therein on a replacement cost basis throughout the term of the Contract. *Note: earthquake insurance is required when working in areas where the shaking level is above 10g.*
(Ref: <http://rmtd.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf>).

Section 24. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify and hold harmless State, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense

thereof, to the extent caused by or arising out of the Grantee's negligent acts, errors, or omissions in work or services performed under this Contract, including but not limited to, the negligent acts, errors, or omissions of any subcontractor or anyone directly or indirectly employed by any subcontractor for whose acts subcontractor may be liable.

Claims under this provision also include those arising out of or in any way connected with the Grantee's breach of this contract, including any Claims asserting that any of the Grantee's employees are actually employees or common law employees of the State or any of its agencies, including but not limited to, excise taxes or penalties imposed on the State under Internal Revenue Code ("Code") §§ 4980H, 6055 or 6056.

Section 25. DEFAULT

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

Section 26. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency.

Section 27. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing its duties in this agreement due to Force Majeure Events. "Force Majeure Event" means an event or circumstance beyond a party's reasonable control, such as natural catastrophes and acts of terrorism or war, and the consequences of that event or circumstance. Force Majeure Event does not include a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay. If a Force Majeure Event continues for thirty (30) days, the other party may terminate this agreement or suspend payments while the event continues.

Section 28. SEPARABILITY

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal or void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 29. ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

Section 30. NO WAIVER OF BREACH

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

Section 31. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in Lewis and Clark County, State of Montana and each party must pay its own costs and attorney fees, except as provided in Section 24, Hold Harmless and Indemnification.

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Section 32. INTEGRATION

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding. This Contract supersedes all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by all Parties.

The parties through their authorized agents have executed this Contract on the dates set out below.

GRANTEE:

Bill Cole, Mayor
City of Billings

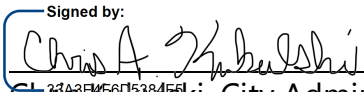
Date

ATTEST:

Gina Dahl, Attorney

Date

APPROVED AS TO FORM:

Signed by:

Chris Kukulski, City Administrator

12/2/2024
Date

DEPARTMENT:

Mandy Rambo, Deputy Director

Date

EXHIBIT A Implementation Schedule

Activity	Quarters 2024				Quarters 2025				Quarters 2026			
	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th
Project Start-up				x								
Contract with Commerce				x								
Construction					x	x	x	x	x			
Project Closeout											x	

EXHIBIT B
Budget

Activity	Source: MMS ARMU	Source: DBP	Source: Owner	Source: TIF	Total
Grant Administration					
Professional Services (Engineering Architecture)	50,000.00		200,000.00		
Total Admin Costs	\$ 50,000.00	\$ -	\$ 200,000.00	\$ -	\$ 250,000.00
Construction Costs	250,000.00	300,000.00	4,300,000.00	800,000.00	
Total Construction Costs	250,000.00	300,000.00	4,300,000.00	800,000.00	5,650,000.00
Total Project Costs	\$300,000.00	\$300,000.00	\$4,500,000.00	\$800,000.00	\$5,900,000.00

Contract Information Sheet

Division staff are required to complete the items in blue print.		<i>Last Revised September 2024</i>	
Contract Number:	<u>MT-MMS-CG-25-001</u>	Original Contract Amount:	<u>300,000.00</u>
Contractor's Name:	<u>City of Billings</u>	Amount of Prior Amendments:	<u>N/A</u>
Contractor Liaison:	<u>Katy Schreiner, CEO</u>	Current Amendment Amount:	<u>N/A</u>
Contractor's Liaison Email:	<u>katy@downtownbillings.com</u>	Total Contract Value:	<u>300,000.00</u>
Approved to Form Name:	<u>Chris Kukulski, City Administrator</u>	Funding Source:	<u>State</u>
Approved to Form Email:	<u>kukulskic@billingsmt.gov</u>	Program Number/Division:	<u>60 - Community MT</u>
Contractor (signee) Name:	<u>Bill Cole, Mayor</u>	Org Number:	<u>522710</u>
Contractor's Email:	<u>coleb@billingsmt.gov</u>	Vendor Number:	<u>23436</u>
Contractor's Address:	<u>210 N 27th St</u>	Project Name (optional):	<u></u>
Contractor's Address 2:	<u>Billings, MT 59103</u>	Start Date:	<u>Upon Execution</u>
Attest Name:	<u>Gina Dahl, City Attorney</u>	End Date:	<u>9/30/2026</u>
Attest Email:	<u>dahlg@billingsmt.gov</u>	Absolute End Date:	<u></u>
Delegation:	<u>Commerce</u>		
Procurement Method:	<u>Exempt*</u>		
Contract Type:	<u>Grant</u>		
Contract Usage:	<u>As Needed</u>		
Purpose of this contract/amendment:	<u>Delegation Agreement Section 5.1 * Grants with governments; The purpose of this Contract is to provide funding to the Grantee for main street activities approved by the Department under the Montana Main Street Program ("MMS" or "Program").</u>		
Scope & duties of this contract:	<u>Develop the Billings Masonic Temple Building as a retail incubator on the first floor, Downtown Billings Alliance offices and community space on the second floor, and workforce housing on the third floor.</u>		

Liaison:	<u>Micky Zurcher</u>	Program Manager:	<u>jordan.conley@mt.gov</u>
Liaison Email:	<u>micky.zurcher@mt.gov</u>	Bureau Chief:	<u>galen.steffens@mt.gov</u>
Liaison Phone:	<u>406-841-2863</u>	Additional Email:	<u></u>

Signatures:	Signed by:	Copies To:	
Division Administrator	<u><i>Galen Steffens</i></u> 11/30/2024	Liaison	<input checked="" type="checkbox"/>
Fiscal Review	<u><i>Kassie Clement</i></u> 12/2/2024	Director (> \$200K)	<input type="checkbox"/>
Legal Counsel	<u><i>Tori Koch</i></u> 12/2/2024	Deputy Director (<\$25K)	<input type="checkbox"/>
Deputy Director	<u><i>Mandy Rambo</i></u> 12/2/2024	Perceptive	<input checked="" type="checkbox"/>
OBPP	<u><i>Amy Sassano</i></u> 12/2/2024		
Information Technology	<u></u>		
SITSD	<u></u>		

Certificate Of Completion

Envelope Id: B4EA72B85798496DBF1028A1525B680F
 Subject: Montana Department of Commerce Contract #MT-MMS-CG-25-001 for Signature
 Source Envelope:
 Document Pages: 16 Signatures: 6
 Certificate Pages: 6 Initials: 0
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent
 Envelope Originator:
 Contracts Admin
 PO Box 200501
 301 S. Park Ave
 Helena, MT 596200501
 doccontracts@mt.gov
 IP Address: 161.7.43.62

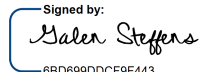
Record Tracking

Status: Original Holder: Contracts Admin Location: DocuSign
 11/29/2024 1:27:10 PM doccontracts@mt.gov

Signer Events

Galen Steffens
 galen.steffens@mt.gov
 Division Administrator
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 6BD699DDCF9F443...
 Signature Adoption: Pre-selected Style
 Using IP Address: 161.7.94.157

Timestamp

Sent: 11/29/2024 1:30:21 PM
 Viewed: 11/30/2024 7:44:27 AM
 Signed: 11/30/2024 7:44:41 AM

Electronic Record and Signature Disclosure:
 Accepted: 11/30/2024 7:44:27 AM
 ID: e4fc3744-561d-46a3-ab1c-7167fd9a827a

Kassie Clement
 Kassie.clement@mt.gov
 Security Level: Email, Account Authentication (None)

Signed by:

 6CC757840FAD439...
 Signature Adoption: Pre-selected Style
 Using IP Address: 161.7.39.7

Sent: 11/30/2024 7:44:43 AM
 Viewed: 12/2/2024 8:40:14 AM
 Signed: 12/2/2024 8:40:20 AM

Electronic Record and Signature Disclosure:
 Accepted: 6/6/2024 2:21:18 PM
 ID: c1112cf0-effe-420e-a815-f23e77516ad1

Tori Koch
 torikoch@mt.gov
 Security Level: Email, Account Authentication (None)

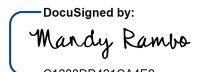
DocuSigned by:

 1FCC8B103A9E4A3...
 Signature Adoption: Pre-selected Style
 Using IP Address: 161.7.39.7

Sent: 12/2/2024 8:40:22 AM
 Viewed: 12/2/2024 8:48:32 AM
 Signed: 12/2/2024 8:48:39 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/7/2024 2:13:59 PM
 ID: 7d24f445-fce3-4826-bbb5-9dddcd7d240d

Mandy Rambo
 Mandy.rambo@mt.gov
 Deputy Director
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 C1288DD421CA4E2...
 Signature Adoption: Pre-selected Style
 Using IP Address: 161.7.97.90


Sent: 12/2/2024 8:48:41 AM
 Viewed: 12/2/2024 8:50:52 AM
 Signed: 12/2/2024 8:50:55 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events

Amy Sassano
asassano@mt.gov
Deputy Budget Director
Security Level: Email, Account Authentication
(None)

Signature

Signed by:

69EF9753C19A4B3...
Signature Adoption: Pre-selected Style
Using IP Address: 161.7.39.7

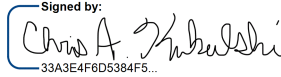
Timestamp

Sent: 12/2/2024 8:50:57 AM
Viewed: 12/2/2024 11:53:56 AM
Signed: 12/2/2024 11:54:10 AM

Electronic Record and Signature Disclosure:

Accepted: 12/2/2024 11:53:56 AM
ID: 7d8db193-6d65-47c1-9aa5-a39ee6dcc741

Chris Kukulski, City Administrator
kukulskic@billingsmt.gov
Security Level: Email, Account Authentication
(None)

Signed by:

33A3E4F6D5384F5...
Signature Adoption: Drawn on Device
Using IP Address: 69.145.98.35
Signed using mobile

Sent: 12/2/2024 11:54:13 AM
Viewed: 12/2/2024 2:31:40 PM
Signed: 12/2/2024 2:33:13 PM

Electronic Record and Signature Disclosure:

Accepted: 12/2/2024 2:31:40 PM
ID: 77dd7424-68ad-4afb-815d-5436980681fd

Bill Cole, Mayor
coleb@billingsmt.gov
Mayor
Security Level: Email, Account Authentication
(None)

Sent: 12/2/2024 2:33:17 PM
Viewed: 12/2/2024 3:03:56 PM

Electronic Record and Signature Disclosure:

Accepted: 12/2/2024 3:03:56 PM
ID: 8be2dfdd-f963-438c-a07c-b26bf8dab3e0

Gina Dahl, City Attorney
dahlg@billingsmt.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 9/23/2024 9:01:21 AM
ID: 853ebf2f-f84e-4095-b8e0-7b93bdf1e294

Mandy Rambo
Mandy.rambo@mt.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Micky Zurcher
Micky.zurcher@mt.gov
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 11/29/2024 1:30:21 PM
Viewed: 12/2/2024 6:29:30 AM

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Accepted: 11/26/2024 5:31:09 PM
ID: cf7225be-51c7-4668-b8d0-717bfc578724

Jordan Conley
Jordan.Conley@mt.gov
CEV Programs Supervisor
Security Level: Email, Account Authentication (None)



Sent: 11/30/2024 7:44:43 AM
Viewed: 12/2/2024 9:38:48 AM

Electronic Record and Signature Disclosure:
Accepted: 12/2/2024 9:36:22 AM
ID: 097da6ed-a132-46d7-95bb-7b0ee69ad092

Katy Schreiner, CEO
katy@downtownbillings.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/29/2024 1:30:22 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Enabled Security Settings:	Allow per session cookies

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