

# Missoula City Council

## Public Works Committee Agenda

**Date:** February 24, 2021, 1:00 pm - 2:30 pm

**Location:** ZOOM Webinar

**Members:** Stacie Anderson, Mirtha Becerra (chair), John P. Contos, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, Heidi West

### Attend by computer:

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Cell phone users: 1-253-215-8782, 1-213-338-8477, or 1-267-831-0333

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Webinar ID: 896 1339 8849

Password: 027222, Press \*9 to raise your hand to be recognized for public comment

### Watch the meeting:

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For more ways to watch the meeting and submit public comment, see the Citizen Participation Guide.

*Issues? Call the City Clerk 406-552-6078.*

*If anyone attending this meeting needs special assistance, please provide 48 hours advance notice by calling the City Clerk Office at 406-552-6073.*

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## Pages

### 1. ADMINISTRATIVE BUSINESS

#### 1.1. Roll Call

#### 1.2. Approval of the Minutes

##### 1.2.1. 1/27/21 PW Committee Minutes

1

##### 1.2.2. 2/3/21 PW Committee Minutes

4

### 2. PUBLIC COMMENT

### 3. COMMITTEE BUSINESS

#### 3.1. Proposal to Rename the Higgins Ave. Bridge to Bear Tracks Bridge

Mirtha Becerra

9

#### Recommended motion:

No Recommended Motion – Informational Only

- |      |   |                  |     |
|------|---|------------------|-----|
| 3.2. | <b>Purchase of Four (4) SUV for Police Administration</b>   | Scot Colwell     | 17  |
|      | <p><b>Recommended motion:</b><br/>         Approve the purchase of four (4) Jeep Cherokee from Yellowstone County Motors of Livingston, Montana for \$27,643.00 each and all (4) \$110,572.00 this is a cooperative purchase with the State of Montana. This item is line item P7.8 line 44 and is for a Mid-size four door SUV</p> |                  |     |
| 3.3. | <b>Purchase of one (1) .75 Ton Pickup Truck for Communications Shop</b>   | Scot Colwell     | 21  |
|      | <p><b>Recommended motion:</b><br/>         Approve the purchase Approve the purchase of one (1) 2020 Ford Super Duty F250 four wheel drive pickup from National Auto Fleet Group of Watsonville, California for \$35,521.50</p>   |                  |     |
| 3.4. | <b>Purchase of one (1) Mechanics Shop Truck for Fleet Maintenance</b>   | Scot Colwell     | 34  |
|      | <p><b>Recommended motion:</b><br/>         Approve the purchase of One (1) 2022 F550 Ford Super duty Truck from National Auto Fleet Group of Watsonville, California for \$48,443.59.</p>   |                  |     |
| 3.5. | <b>Purchase of one (1) One Ton Truck for Cemetery</b>   | Scot Colwell     | 44  |
|      | <p><b>Recommended motion:</b><br/>         Approve the purchase of One (1) 2021 F350 Super Duty Cab and Chassis Pickup Truck from National Auto Fleet Group of Watsonville, California for \$37,114.74.</p>   |                  |     |
| 3.6. | <b>Agreement with Mark D. Price for the sale of 1236 North Dickens Street</b>   | Ross Mollenhauer | 54  |
|      | <p><b>Recommended motion:</b><br/>         Approve and authorize the Mayor to sign an agreement with Mark D. Price for the sale of 1236 North Dickens Street for a cost of \$2,000.00.</p>  |                  |     |
| 3.7. | <b>Agreement with Aimee Kendrick for the sale of 247 Pattee Creek Drive</b>   | Ross Mollenhauer | 117 |
|      | <p><b>Recommended motion:</b><br/>         Approve and authorize the Mayor to sign an agreement with Aimee Kendrick for the sale of 247 Pattee Creek Drive for a cost of \$180,000.00.</p>  |                  |     |
| 3.8. | <b>Agreement with Kim D. Seeberger and David L. Seeberger for the sale of Tract 5 Hillview Heights</b>  | Ross Mollenhauer | 191 |
|      | <p><b>Recommended motion:</b><br/>         Approve and authorize the Mayor to sign an agreement with Kim D. Seeberger and David L. Seeberger for the sale of Tract 5 Hillview Heights for a cost of \$2,600.00.</p>   |                  |     |

#### 4. ADJOURNMENT



## **Missoula City Council Public Works Committee Minutes**

**January 27, 2021, 12:30 pm  
ZOOM Webinar**

**Members present:** Stacie Anderson, Mirtha Becerra (chair), John P. Contos, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, Heidi West

### **1. ADMINISTRATIVE BUSINESS**

#### **1.1 Roll Call**

#### **1.2 Approval of the Minutes**

The minutes were approved as submitted.

#### **1.2.1 Minutes from Public Works Committee 1-13-21**

### **2. PUBLIC COMMENT**

### **3. COMMITTEE BUSINESS**

#### **3.1 Service Agreement with 2G Energy**

Gene Connell Resource Recovery Superintendent presenting

The Co-Gen unit is part of Missoula's Conservation and Climate Action Plan. In 2020 the Co-Gen generated 1.4 gigawatts of energy from biogas, which is worth about \$114,000, including the demand charges it has a value of about \$130,000. This agreement is renewed every year and 2G energy is the only authorized provider for this equipment. The service agreement contains a 92% uptime guarantee. The Co-Gen saves money and prevents additional CO2 from being released.

Ms. Harp asked if there is a Plan B if the Co-Gen is not working. Mr. Connell replied the facility would use energy off the grid, which is not as efficient.

**Moved by:** Amber Sherrill

Approve and authorize the Mayor to sign a Service Agreement with 2G Energy for Co-Gen maintenance at a cost not to exceed \$80,000.00

**AYES:** (11): Stacie Anderson, Mirtha Becerra, John Contos, Heather Harp, Gwen Jones, Julie Merritt, Jesse Ramos, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, and Heidi West

**ABSENT:** (1): Jordan Hess

**Vote results:** Approved (11 to 0)

### **3.2 Resolution to Order 2020 miscellaneous curb and sidewalk improvements – Project 2020-001**

Monte Sipe Construction Project Manager with Public Works & Mobility presenting

The 2020 miscellaneous curb and sidewalk improvements are two parcels using the City Curb and Finance Program. Once the customers complete the improvements, the City pays the contractor on behalf of the customer. Then in the spring, the City has a Bond sale to offset the cost, and the proceeds go back to cover what was paid out to the customer. This year only two customers applied, and they were both permit issued curb and sidewalk installations.

Ms. Harp asked how often customers apply for this program in a year. Mr. Sipe replied that the applicants vary from year to year, last year 20 customers applied, and this year only 2 applied.

**Moved by:** Bryan von Lossberg

The committee recommends the City Council approve the resolution to order 2020 curb and sidewalk improvements adjacent to miscellaneous parcels in Project 2020-001

AYES: (12): Stacie Anderson, Mirtha Becerra, John Contos, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, and Heidi West

**Vote results: Approved (12 to 0)**

### **3.3 Development Agreement with Homeword, Inc. for the Trinity Project (Mullan Road) – Maple Street Surface Improvements**

Kevin Slovarp City Engineer for Surface Transportation presenting

This development agreement is part of an extensive, affordable housing development on Mullan Road between Dollar Rental and the Missoula County Detention Facility. These improvements to Maple Street will support the development and aid in the project. The Homeword organization is paying a third of the improvements.

Ms. Jones commented that she supports the Trinity project and the partnership with Homeword which is a great organization. She added this project will be a good impact and help a venerable population.

Heather McMilin with Homeward commented this is a unique implementation. She explained that Homeword would hire the contractor and get the work done for the City. This development was a great way to use City funds and Homeword funds together.

The committee members thanked Ms. McMilin for all her work and for bringing the project forward. This is a great project and bringing together a full trifecta of funds.

**Moved by:** Gwen Jones

Approve and authorize the Mayor to sign a Development Agreement with Homeword, Inc. for the Trinity Project (Mullan Road) – Maple Street Surface Improvements for an amount not to exceed \$100,000.00.

AYES: (12): Stacie Anderson, Mirtha Becerra, John Contos, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, and Heidi West

**Vote results: Approved (12 to 0)**

**4. ADJOURNMENT**

Jeremy Keene Director of Public Works provided information to Council after the meeting.

Mr. Keene announced that Dennis Bowman Deputy Director of Public Works Utilities was retiring and Ross Mollenhauer would be the Interim in his absence. Public Works Committee Members commended Mr. Bowman for all the work he had done and said he would be greatly missed.

## **Missoula City Council Public Works Committee Minutes**

**February 3, 2021, 1:15 pm  
ZOOM Webinar**

**Members present:** Stacie Anderson, Mirtha Becerra (chair), John P. Contos, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, Heidi West

### **1. ADMINISTRATIVE BUSINESS**

#### **1.1 Roll Call**

#### **1.2 Approval of the Minutes**

### **2. PUBLIC COMMENT**

### **3. COMMITTEE BUSINESS**

#### **3.1 Agreement with Eric Maurer for the purchase of 1337 West Broadway**

Introduced by Mayor Engen

The City is pursuing the purchase of two properties located by Missoula Water. Wooden Images and Re-Compute Computers. The Public Works Department and Missoula Water are out of space for employees. The acquisition of these properties will help with that. The purchase of Wooden Images building would help with parking and customer access. When the time is right, the intention is to sell properties along with the Sleepy Inn, and the money would go back to the utilities and Missoula Redevelopment Agency (MRA). In the interim, it allows the City to serve citizens better and take care of employees.

Ross Mollenhauer Interim Public Works Deputy Director of Utilities presenting. The property located at 1337 West Broadway is the Recompute building to the East of Missoula Water Building, sharing a common wall. This City is excited to have more office space. They currently have several people sharing offices, which doesn't work great for meetings and phone calls. The property was appraised, and the value is almost identical to the purchase price at a cost not to exceed \$550,000.

Mr. Hess asked if a land swap was available for Missoula Water to utilize? Mr. Engan replied that the intention is to take the revenue and apply it to any new city facilities.

Ms. Beccera asked Julie Gardner to explain the appraisal process. Ms. Gardner said an outside provider was hired to do the appraisal and provided comparable properties. Mr. Mollenhauer commented that the price is lower for the 1359 property and the appraisal helped identify some items noticed in the inspection about the building condition. Mr. Keene added the appraisal to make sure the City's offers were at fair market value. The City also had a full building inspection to identify the condition of the building. The recompute building is in much better condition than the wooden images. The City can get some office space out of the recompute building, and the wooden images building will be primarily a property purchase.

Mr. von Lossberg asked if someone could explain the City Treasury Loan Process? Mr. Bickel replied These are in the Missoula Water budget, but the revenue is still pending the sale of a few properties that Missoula Water is still working on. The loan is a timing issue.

Two members of the Public Works Committee voted against the purchase, the item will be placed under Committee Reports for the Monday, February 8, 2021, Council Meeting.

**Moved by:** Jordan Hess

Approve and authorize the Mayor to sign an agreement with Eric Maurer to purchase the property at 1337 West Broadway for a cost not to exceed \$550,000.00.

AYES: (9): Stacie Anderson, Mirtha Becerra, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Amber Sherrill, Bryan von Lossberg, and Heidi West

NAYS: (2): Jesse Ramos, and Sandra Vasecka

ABSENT: (1): John Contos

**Vote results: Approved (9 to 2)**

### **3.2 Agreement with John and Mark Bakula for the purchase of 1359 West Broadway**

Introduced by Mayor Engen

The City is pursuing the purchase of two properties located next to Missoula Water. Wooden Images and Recompute Computers. The Public Works Department and Missoula Water are out of space for employees. The acquisition of these properties will help with that. The purchase of Wooden Images would help with parking and customer access and the Recompute Computers Building will be office space. When the time is right, the intention is to sell properties along with the Sleepy Inn, and the money would go back to the utilities and Missoula Redevelopment Agency (MRA). In the interim, it allows the City to serve citizens better and take care of employees.

Ross Mollenhauer Interim Public Works Deputy Director of Utilities presenting. The property located at 1359 West Broadway is the Wooden Images building next to the customer parking area for Missoula Water. The property was appraised, and the purchase price is not to exceed \$225,000.

Mr. Hess asked if a land swap was available for Missoula Water to utilize? Mr. Engan replied that the intention is to take the revenue and apply it to any new city facilities.

Ms. Beccera asked Julie Gardner to explain the appraisal process. Ms. Gardner said an outside provider was hired to do the appraisal and provided comparable properties. Mr. Mollenhauer commented that the price is lower for the 1359 property and the appraisal helped identify some items noticed in the inspection about the building condition. Mr. Keene added the appraisal to make sure the City's offers were at fair market value. The City also had a full building inspection to identify the condition of the building. The Recompute Computer building is in much better condition than the Wooden Images. The City can get some office space out of the Recompute Computers building, and the Wooden Images building will be primarily a property purchase.

Mr. Ramos commented that he appreciates the appraisals were done and the price was negotiated. He is concerned about the bridge financing and doesn't think Tax Increment Financing (TIF) funds should be utilized this way. He will speak to the rest in the Council Meeting on Monday night.

**Moved by:**

Approve and authorize the Mayor to sign an agreement with John and Mark Bakula to purchase the property at 1359 West Broadway for a cost not to exceed \$225,000.00.

AYES: (9): Stacie Anderson, Mirtha Becerra, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Amber Sherrill, Bryan von Lossberg, and Heidi West

NAYS: (2): Jesse Ramos, and Sandra Vasecka

ABSENT: (1): John Contos

**Vote results: Approved (9 to 2)**

**3.3 A Resolution and an Ordinance Establishing the Sxwtpqyen Area Transportation Special Impact Fee**

Jeremy Keene Director of Public Works & Mobility presenting

The proposal is to create a special Transportation impact fee for the Sxwtpqyen Area, and this is part of the Mullan Better Utilizing Investments to Leverage Development (Build) project. The Mullan BUILD project is part of the 13 million BUILD Grant that the City and the County will use to construct a transportation and utility improvement that will support the implementation of the master plan. With local funding and federal grant, the City has 50% of the money needed. The money from the grant will construct the elements with blue dots on the map. The map is in the presentation and can be found [here](https://pub-missoula.escribemeetings.com/Meeting.aspx?Id=0aaafa6e-b82f-4da3-90c6-8a0dd0ea50f3&Agenda=Agenda&lang=English)

<https://pub-missoula.escribemeetings.com/Meeting.aspx?Id=0aaafa6e-b82f-4da3-90c6-8a0dd0ea50f3&Agenda=Agenda&lang=English>

The grant money is a good start in creating the network, but the City needs to look for ways to fund the project's remainder, shown as orange dots. The City has tried for more grant money and was not successful, and now they are looking at local development fees to fund the rest. The fees also have to be proportional to the development demand. The City will develop an Ordinance establishing a fee and then a resolution to establish the fee schedule. Samples are attached to the agenda at the link above.

The City is looking at two fees: Transportation Special Impact Fee, which is being presented today, and the Water/Sewer Development fee. The Water/Sewer Fees will be brought to Council in a few weeks. The impact fees are a way to assess costs to the cost providers. If the City did not consider this Special Impact fee, the City would use The Road District or another fund that would affect all citizens. The impact fee places the cost on the people who benefit from the services. This fee should translate to lower housing costs.

The impact fees are a one-time fee by new development that will go to fund capital improvements. The special fees are to fund specific projects and are limited to those things. There has to be a need for the improvements, and the fee payor needs to benefit from these improvements.

A Public Meeting will be held on February 22, 2021, and the Final Consideration will be March 1, 2021, and take effect March 31, 2021.

Ms. Merritt asked how this would apply to properties that are already in the development process. Mr. Keene replied that the trigger for the fees is the building permit. The majority of the development has not started yet, and the few that have the City is working out a cost-share plan with them.

Mr. Hess thanked the team for putting this together and believes this is a good way to capture the rest of the cost and get the road network built.

Ms. Sherrill asked when the City could reapply for a BUILD grant. Mr. Keene replied that they are an annual opportunity, and they expect that sometime this spring or summer, there will be a grant opportunity. If the City was to get a future grant that would reduce this amount, the City would pay back some of the fees.

**Moved by:** Jordan Hess

**Motion for February 3, 2021:** [First reading and preliminary adoption] I move the City Council set a public hearing on February 22, 2021 and preliminarily adopt an ordinance creating chapter 15.70 Missoula Municipal Code entitled "Sxwtpqyen Area Transportation Special Impact Fee" to establish impact fees for new development in accordance with the results of an official impact fee study commissioned by the City of Missoula for the Mullan BUILD Project. I move the City Council set a public hearing on February 22, 2021, on a resolution generally establishing Sxwtpqyen Area Special Transportation Impact Fees as proposed by Missoula Public Works and Mobility Department effective March 31, 2021.

AYES: (12): Stacie Anderson, Mirtha Becerra, John Contos, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, and Heidi West

**Vote results: Approved (12 to 0)**

### **3.4 Review items held in City Council committee**

Review the follow items held in the Public Works committee to determine if they require a new sponsor and/or whether or not they will continue to be held in committee.

#### **3.4.1 Traffic Control Devices Including Marked Crosswalks Administrative Rule**

This has been incorporated into the Public Works Manual and The Public Works Committee decided to remove this.

#### **3.4.2 St. Patrick's Hospital W. Pine Street Right-of-Way Vacation Between May and McCormick Streets**

The St Patricks Hospital project has changed many times and would need to be represented to the Public Works Committee. The Committee decided to remove this time.

**4. ADJOURNMENT**

2:01





**City of Missoula, Montana**  
**Item to be Referred to City Council Committee**

**Committee:** Public Works

**Item:** Proposal to Rename the Higgins Ave. Bridge to Bear Tracks Bridge

**Date:** February 18, 2021

**Sponsor(s):** Mirtha Becerra; Dave Strohmaier

**Prepared by:** Katie Emery

**Ward(s) Affected:**

<input checked="" type="checkbox"/> Ward 1	<input type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input checked="" type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input type="checkbox"/> All Wards	<input type="checkbox"/> N/A

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**Action Required:**

No Action Required – Informational Only

**Recommended Motion(s):**

I move the City Council: No Recommended Motion – Informational Only

**Timeline:**

Referral to committee:	February 22, 2021
Committee discussion:	February 24, 2021
Council action (or sets hearing):	N/A
Public Hearing:	N/A
Deadline:	N/A

**Background and Alternatives Explored:**

Missoula County is proposing that as part of the Higgins Ave. bridge reconstruction project the bridge be rededicated with a name that reflects the past and current Native heritage of this place.

In 1891, the Bitterroot Salish were forcibly removed from the Bitterroot Valley and relocated to the Flathead Indian Reservation. An earlier version of the Higgins Ave. bridge may have been traversed by some of the Salish during this sad chapter of Salish history and federal Indian policy ([click here for a Missoulian story on this](#)).

One hundred and thirty years later, in the year 2021, and with the reconstruction of the bridge, the time is ripe-indeed, long overdue-to formally name a major piece of Missoula infrastructure to reflect the deep history and tribal heritage of the Missoula Valley rather than the standard cast of names of tree species, presidents, or white settlers and city fathers. Both the CSKT tribal council and the Selis Qlispe Culture Committee enthusiastically support this effort, and the culture committee has already discussed possible names for the bridge.

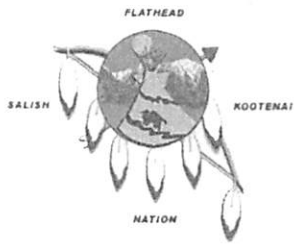
Missoula County proposed allowing the tribes to choose the name and subsequently bringing that forward to the Montana Transportation Commission for official action. The name Bear Tracks Bridge has been chosen by the tribes (please see attached documents for a history on the chosen name). The next step in this process, is for Missoula County, the City of Missoula, and CSKT to come together jointly in support of this before the Transportation Commission.

**Financial Implications:**

N/A

**Links to external websites:**

N/A



THE CONFEDERATED SALISH AND KOOTENAI TRIBES  
OF THE FLATHEAD NATION

P.O. BOX 278  
Pablo, Montana 59855  
(406) 275-2700  
FAX (406) 275-2806  
www.cskt.org



A People of Vision

A Confederation of the Salish,  
Pend d' Oreille  
and Kootenai Tribes

TRIBAL COUNCIL MEMBERS:

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Charmel R. Gillin  
Mike Dolson

February 4, 2021

The Honorable Josh Slotnik, Chair  
The Honorable David Strohmaier  
The Honorable Juanita Vero  
Missoula Board of County Commissioners  
Missoula County Administration Building  
200 W. Broadway St.  
Missoula, MT 59802

Dear Commissioners Slotnick, Strohmaier, and Vero,

In 2020, the Missoula County Commissioners approached the Tribal Council of the Confederated Salish and Kootenai Tribes and the Séliš-Qlispé Culture Committee to discuss the possibility of renaming the Higgins Avenue Bridge, which is now in the process of being reconstructed. Led by Commissioner Dave Strohmaier, the Commissioners expressed interest in a new name for the bridge that would help foster greater awareness and respect in the community for the long and continuing importance of the Missoula area to the CSKT. The Missoula City Council has also expressed their support for this effort. We greatly appreciated and welcomed your consultation with us.

Since that time, the Séliš-Qlispé Elders Advisory Council and Séliš-Qlispé Culture Committee staff have considered the issue, conducted extensive research, and held meetings to discuss potential new names. At the regular annual meeting last August between Tribal Council and the County Commissioner, we shared an initial background paper that offered four or five possible names that emerged from our initial research process. The name that we are recommending, however, did not appear on the earlier list.

On Wednesday, January 27, the Séliš-Qlispé Elders Advisory Council and Culture Committee staff reached a consensus on recommending to Tribal Council the name **Bear Tracks Bridge**. On Tuesday, February 3, Tribal Council considered this name, and voted unanimously to approve it as the name we are proposing to the Missoula County Commission.

Bear Tracks is a name not only steeped in Salish history and culture, but also of direct relevance to the site of the bridge. In October 1891, during the U.S. government's forced removal of some 300 Salish people from the Bitterroot Valley to the Flathead Reservation, the Salish were organized in three groups. One of them was led by sub-chief Louis Vanderburg, a highly respected leader among the Salish people. The party led by Mr. Vanderburg crossed the Clark Fork River on or adjacent to the Higgins Bridge. Louis Vanderburg's father was Sx<sup>w</sup>ix<sup>w</sup>uytis Smxe, meaning Grizzly Bear Tracks. In English, Sx<sup>w</sup>ix<sup>w</sup>uytis Smxe was usually referred to simply as Bear Tracks, and that became the "real" English name of the Vanderburg family. In naming the bridge Bear Tracks, then, we would be honoring the Vanderburg family, and because of their role and connections in our community, we would also be honoring the Salish people as a whole.

(Some historical detail regarding the site of the bridge: in October 1891, a new bridge was still under construction, and would not be completed until 1892 or 1893. The old bridge was rickety and dangerous, so it appears that while some of the Salish party led by Louis Vanderburg may have used the bridge, most forded the river, something that

the Salish people were highly skilled at and accustomed to doing. Regardless, it is clear that many Salish people during the “Trail of Tears” from the Bitterroot to the Jocko passed the very spot where the bridge stands today.)

The great stature of the Bear Tracks name is best understood by touching upon its history. Sx<sup>w</sup>ix<sup>w</sup>uytis Sm<sup>x</sup>e, Grizzly Bear Tracks — Louis Vanderburg’s father — was a sub-chief and warrior who signed both the Hellgate Treaty in July 1855 and the Judith River or Lame Bull Treaty in October 1855. Gustavus Sohon, an artist and translator during the treaty negotiations, noted that Sx<sup>w</sup>ix<sup>w</sup>uytis Sm<sup>x</sup>e was “a very brave and daring man.” Sohon wrote that “decision is written in every line of his countenance.”

Sx<sup>w</sup>ix<sup>w</sup>uytis Sm<sup>x</sup>e was also a medicine man whose powers were of crucial importance to the Salish people in both hunting and in battles with enemy tribes. His powers were so great, and came to be so widely known and respected among all tribes, that if an enemy was considering attacking a Salish camp but discovered that Sx<sup>w</sup>ix<sup>w</sup>uytis Sm<sup>x</sup>e was present, they would abandon their plans. Sx<sup>w</sup>ix<sup>w</sup>uytis Sm<sup>x</sup>e died in the 1880s, when he was over 90 years old.

According to both tribal elders and numerous written sources, Louis Vanderburg’s personal Salish name was Lk<sup>w</sup>ut Sm<sup>x</sup>e (Far Away Grizzly). He was a trusted sub-chief to Salish head chief Słm<sup>x</sup>e Q<sup>w</sup>oxqeys (Claw of the Little Grizzly — Chief Charlo), throughout the time when the Salish were resisting pressures to force them out of the Bitterroot Valley. Mr. Vanderburg stood by his chief throughout that time, recognizing the importance of the people remaining unified. The historical record reflects his wisdom and strength in opposing those both within and without the tribe who advocated division. Louis Vanderburg died in August 1923 at the age of either 106 or 108.

Members of the Vanderburg / Bear Tracks family have continued to play prominent roles in the Salish community. Louis’s son, Čicnmtú (Passing Someone on the Trail — Victor Vanderburg), was also a prominent leader among the Salish who served on numerous delegations to Washington, D.C. under head chief Martin Charlo. Victor was married to prominent Salish cultural leader Čłx<sup>w</sup>m<sup>x</sup>w<sup>m</sup>šná (Sophie Moiese), for whom the Missoula County Commissioners named the public hearing room in the Missoula County Courthouse in 2018. Victor’s son Jerome, and Jerome’s wife Agnes Adams Vanderburg, were among the most highly respected cultural teachers of the community, and Agnes was one of the founding members of Séliš-Qłispé Culture Committee. Their children, Eneas, Joseph, Annie, Vic, and Lucy, have also been prominent members of the Salish community and important cultural teachers. Today, Lucy Vanderburg—who served as Director of the People’s Center, and before that as the Salish Language Specialist for the Séliš-Qłispé Culture Committee—is an active member of the Séliš-Qłispé Elders Advisory Council, as were her brothers Eneas (1926-2019) and Joe (1937-2020).

Just as the Bear Tracks / Vanderburg family has long stood at the center of Salish history and culture, so the site of the bridge, and the surrounding area, also sits at the center of Salish-Kalispel territories. In proposing the name of Bear Tracks Bridge, we offer something to remind all travelers of the rich history of this place, and its continuing important to the people of the Confederated Salish and Kootenai Tribes. (A more detailed version of this brief history is attached in a PDF prepared by the Séliš-Qłispé Culture Committee.)

We sincerely hope that the Missoula County Commission, and through you the Missoula City Council, will share our enthusiastic support for renaming this historic crossing Bear Tracks Bridge.

*Lemłmtš* — thank you — to Dave Strohmaier and the Missoula County Commission, and the Missoula City Council, for providing this opportunity to restore to the landscape a recognition of the Salish people and our history. Please do not hesitate to contact us, or the Séliš-Qłispé Culture Committee, if you have any questions, comments, or suggestions. In the meantime, we hope you stay safe and healthy during this time.

Sincerely,  
Confederated Salish and Kootenai Tribes



Shelly R. Fyant, Chairwoman  
Tribal Council

Séliš-Qlispé Culture Committee  
Confederated Salish and Kootenai Tribes  
28 Jan. 2021

Proposal to Rename Higgins Bridge in Missoula as  
**Bear Tracks Bridge**

In 2020, the Missoula County Commissioners approached the Tribal Council of the Confederated Salish and Kootenai Tribes and the Séliš-Qlispé Culture Committee to discuss the possibility of renaming the Higgins Avenue Bridge, which is now in the process of being reconstructed. Led by Commissioner Dave Strohmaier, the Commissioners were interested in a new name for the bridge that would help foster greater awareness and respect in the community for the long and continuing importance of the Missoula area to the CSKT. The effort has the support of both the County Commission and the Missoula City Council, and was welcomed by the CSKT Tribal Council.

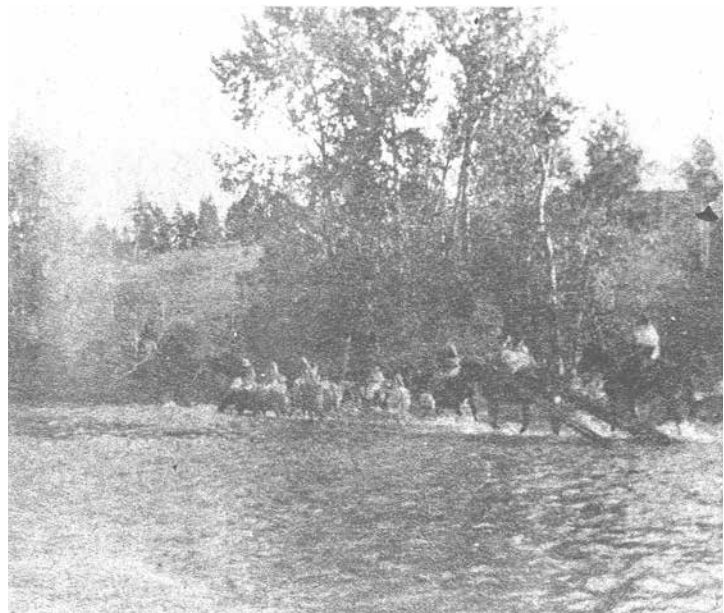
Since that time, the Séliš-Qlispé Elders Advisory Council and Séliš-Qlispé Culture Committee staff have considered the issue, conducted extensive research, and held meetings to discuss potential new names. In June 2020, SQCC provided Tribal Council with an initial background paper, offering four or five possible names that emerged from that process. The name that has finally been chosen, however, did not appear on the earlier list.

On Wednesday, January 27, 2021, SQCC elders reached unanimous consensus on a new name: Bear Tracks Bridge. This name honors to Louis Vanderburg and the Vanderburg family, and also the Salish people as a whole.

Bear Tracks is a name not only steeped in tribal history and culture, but also of direct relevance to the site of the bridge. In October 1891, during the U.S. government's forced removal of some 300 Salish people from the Bitterroot Valley to the Flathead Reservation, the Salish were organized in three groups. One of them was led by sub-chief Louis Vanderburg, a highly respected leader among the Salish people. The party crossed the Clark Fork River on or adjacent to the Higgins Bridge. A new bridge was under construction at that time, and the old bridge was rickety and dangerous. So it appears that while some of the party may have used the bridge, most forded the river, something that the Salish people were highly skilled at and accustomed to doing. Regardless, it is clear that during our "Trail of Tears" from the Bitterroot to the Jocko, many Salish people passed this very spot.

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This blurry photograph is the only known image of some of the Salish Nation fording the Bitterroot River during the forced removal in October 1891. (Univ. of Pennsylvania Museum, image S4-143389).



The great stature of the Bear Tracks name is best understood by touching upon its history. Louis Vanderburg's father was Sx<sup>w</sup>ix<sup>w</sup>uytis Smx̄e, meaning Grizzly Bear Tracks. In English, Sx<sup>w</sup>ix<sup>w</sup>uytis Smx̄e was usually referred to simply as Bear Tracks, and that became the “real” English name of the Vanderburg family. Sx<sup>w</sup>ix<sup>w</sup>uytis Smx̄e was himself a sub-chief and warrior who signed both the Hellgate Treaty in July 1855 and the Judith River Treaty in October 1855. Gustavus Sohon, an artist and translator during the treaty negotiations, noted that Sx<sup>w</sup>ix<sup>w</sup>uytis Smx̄e was “a very brave and daring man.” Sohon wrote that “decision is written in every line of his countenance.”

Sx<sup>w</sup>ix<sup>w</sup>uytis Smx̄e was also a medicine man whose powers were of crucial importance to the Salish people in both hunting and in battles with enemy tribes. His powers were so great, and came to be so widely known and respected among all tribes, that if an enemy was considering attacking a Salish camp but discovered that Sx<sup>w</sup>ix<sup>w</sup>uytis Smx̄e was present, they would abandon their plans. Sx<sup>w</sup>ix<sup>w</sup>uytis Smx̄e died in the 1880s, when he was over 90 years old.

According to both tribal elders and numerous written sources, Louis Vanderburg's Salish name was Lk<sup>w</sup>ut Smx̄e (Far Away Grizzly). (Lucy Vanderburg, phone 27 Jan. 2021; “Returned from Washington,” *The Weekly Missoulian*, 14 Mar. 1884, p. 1; “A Great Banquet,” *The Helena Journal*, 6 Nov. 1889, p. 2; Peter Ronan, *Historical Sketch of the Flathead Nation* (Minneapolis, MN: Ross & Haines, Inc., 1890), p. 71)



Sx<sup>w</sup>ixuytis Smx̄e — Grizzly Bear Tracks, May 1854.  
(Portrait by Gustavus Sohon. National Anthropological Archives.)

Lk<sup>w</sup>ut Smx̄e (Far Away Grizzly — Louis Vanderburg) was the trusted sub-chief to Salish head chief Słmx̄e Q̄<sup>w</sup>ox̄qeys (Claw of the Little Grizzly — Chief Charlo). Mr. Vanderburg was a key participant in numerous negotiations with the government, delegations to Washington and Helena, and other efforts to protect and defend the sovereignty and continuance of the Salish nation. He stood with Chief Charlo through decades of resistance against the government's attempts to force the Salish nation to leave the Bitterroot Valley. Recognizing the importance of the Salish remaining unified, Mr. Vanderburg also stood against entreaties from other tribal members that would have divided the people and undermined Chief Charlo. As Louis's son Čicnmtú (Victor Vanderburg) related, “Several of the Indians made offers to my father, Louis Vanderberg [sic], to lead the people over to the Jocko. He turned them all down and said that Charlot was the chief of the Bitterroot Salish and that he [Louis] would not go until Charlo went.” (Victor Vanderburg in J. Verne Dusenberry, “Samples of Pend d'Oreille Oral Literature and Salish Narratives,” in Leslie B. Davis, *Lifeways of Intermontane and Plains Montana Indians*, Occasional Papers of the Museum of the Rockies, no. 1 (Bozeman: Montana State Univ., 1979), pp. 116-118.

During the Salish struggle to remain in the Bitterroot Valley, Louis Vanderburg also stood with Chief Charlo in fighting false allegations that the chief had signed the so-called “Garfield Agreement” of 1872, which set terms for the relocation of the Salish to the Flathead Reservation. Chief Charlo, backed by Vanderburg and other Salish leaders and warriors, steadfastly refused to put his hand to the paper,

despite James Garfield's threats of violence. Before Garfield departed for Washington, he wrote to the Montana Superintendent of Indian Affairs, J.A. Viall, saying "I have concluded, after full consultation with you, to proceed... as though Charlot, the first chief, has signed." When the Commissioner of Indian Affairs published the agreement for official review by the U.S. Senate, an "x" mark was placed next to Chief Charlo's name. The forgery was finally confirmed in 1883 by Senator G.G. Vest, who had the Secretary of the Interior track down the original field copy, on which, as Vest wrote, "there was no signature by Charlo...it was manifest that the signature of Charlo had been forged to the instrument." (1872 Annual Report of the Commissioner of Indians Affairs, p. 115; G.G. Vest, "Charlot: Chief of the Flathead Indians: A True Story," *Washington Post*, 26 Jul. 1903, p. A11.)

In 1889, as conditions for the Salish reached a truly desperate point and as US Army General Henry Carrington arrived to force the issue of removal, Louis Vanderburg did offer his respectful advice to Chief Charlo. Mr. Vanderburg told the Chief that for the survival of the people and the nation, they should now consent to move north to the Flathead Reservation. As Chief Charlo's son and successor as head chief, Martin Charlo, related, "One of the leaders of the Salish, Vanderberg [sic], asked my father to take us over [to the Jocko]. He said that the time had come for us to go." So highly did Chief Charlo value and respect Louis Vanderburg's counsel that Martin Charlo recalled it was only at that point that "My father sent word that we would move." (Martin Charlo in Dusenberry, *ibid.*, 118-120.)

Louis Vanderburg died in August 1923 at the age of either 106 or 108. A month earlier, he attended the Čulay Ešyapqéyni, the July celebration or powwow, in Arlee, where he and many members of the Vanderburg / Bear Tracks family gathered for a large multi-generational family photograph.

Members of the Vanderburg / Bear Tracks family have continued to play prominent roles in the Salish community. Louis's son, Čicnmtú (Passing Someone on the Trail — Victor Vanderburg), was also a prominent leader among the Salish who served on numerous delegations to Washington, D.C. under head chief Martin Charlo. Victor was married to prominent Salish cultural leader Čłx<sup>w</sup> m̄x<sup>w</sup> m̄šná



1884 delegation to Washington. Back row: Hand Shot Off (John Hill), Peter Ronan, Nk<sup>w</sup>u? Sx<sup>w</sup>i (One Man Walking—Michel Revais). Middle row: S̄qleps Sk<sup>w</sup>alsi (Sandhill Crane's Necklace—Antoine Moiese), Šm̄x̄e Q̄<sup>w</sup>oxqeys (Claw of Little Grizzly — Chief Charlo), Lk<sup>w</sup>ūt Sm̄x̄e (Far-Away Grizzly — Louis Vanderburg. Front: Reddish Beard or Red Arm (Thomas Abel Adams). (Montana Historical Society, photo 954-526).



(Sophie Moiese), for whom the Missoula County Commissioners named the public hearing room in the Missoula County Courthouse in 2018. Victor's son Jerome, and Jerome's wife Agnes Adams Vanderburg, were among the most highly respected cultural teachers of the community, and Agnes was one of the founding members of Séliš-Q̓lispé Culture Committee. Their children, Eneas, Joseph, Annie, Vic, and Lucy, have also been prominent members of the Salish community and important cultural teachers. Today, Lucy Vanderburg—who served as Director of the People's Center, and before that as the Salish Language Specialist for the Séliš-Q̓lispé Culture Committee—is an active member of the Séliš-Q̓lispé Elders Advisory Council, as were her brothers Eneas (1926-2019) and Joe (1937-2020).

Just as the Bear Tracks / Vanderburg family has long stood at the center of Salish history and culture, so the site of the bridge, and the surrounding area, also sits at the center of Salish-Kalispel territories. In proposing the name of Bear Tracks Bridge, we offer something to remind all travelers of the rich history of this place, and its continuing important to the people of the Confederated Salish and Kootenai Tribes.



Lucy and Joe Vanderburg, Jocko Valley, October 2018. (SQCC image).

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Lemlm̓tš — thank you — to members of the Séliš-Q̓lispé Elders Advisory Council for their careful consideration of this issue and for the cultural, historical, and language information that is the foundation of the proposed name, Bear Tracks Bridge. Current members who helped in this include Stephen Smallsalmon, Lucy Vanderburg, Sophie Haines, Mary Jane Charlo, Vi Trahan, Max McDonald, and Rita Adams. SQCC also thanks Bob Bigart for his publication of many relevant documents in recent books from Salish Kootenai College Press, including: *To Keep the Land for My Children's Children: Documents of Salish, Pend d'Oreille, and Kootenai Indian History, 1890-1899*, ed. Robert Bigart and Joseph McDonald (Pablo, MT: Salish Kootenai College Press, 2020); *"You Seem to Like Your Money, and We Like Our Country": A Documentary History of the Salish, Pend d'Oreille, and Kootenai Indians, 1875-1889*, ed. Robert Bigart and Joseph McDonald (Pablo, MT: Salish Kootenai College Press, 2019); Peter Ronan, *"A Great Many of Us Have Good Farms": Agent Peter Ronan Reports on the Flathead Indian Reservation, Montana, 1877-1887*, ed. Robert J. Bigart (Pablo, MT: Salish Kootenai College Press, 2014); Peter Ronan, *Justice to Be Accorded to the Indians: Agent Peter Ronan Reports on the Flathead Indian Reservation, Montana, 1888-1893*, ed. Robert J. Bigart (Pablo, MT: Salish Kootenai College Press, 2014); *"Sometimes My People Get Made When the Blackfeet Kill Us": A Documentary History of the Salish and Pend d'Oreille Indians, 1845-1874*, ed. Robert Bigart and Joseph McDonald (Pablo, MT: Salish Kootenai College Press, 2019). And finally, lem̓tš — thank you — to Dave Strohmaier and the Missoula County Commission, and the Missoula City Council, for providing this opportunity to restore the landscape a recognition of the Salish people.





**City of Missoula, Montana**  
**Item to be Referred to City Council Committee**

**Committee:** Public Works

**Item:** Purchase of Four (4) SUV for Police Administration

**Date:** January 28, 2021

**Sponsor(s):** Scot Colwell

**Prepared by:** Scot Colwell

**Ward(s) Affected:**

<input type="checkbox"/> Ward 1	<input type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input checked="" type="checkbox"/> All Wards	<input type="checkbox"/> N/A

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**Action Required:**

Please approve the purchase of four (4) Jeep Cherokee from Yellowstone County Motors of Livingston, Montana for \$27,643.00 each and all (4) \$110,572.00 this is a cooperative purchase with the State of Montana. This item is line item P7.8 line 44 and is for a Mid-size four door SUV.

**Recommended Motion(s):**

I move the City Council: Approve the purchase of four (4) Jeep Cherokee from Yellowstone County Motors of Livingston, Montana for \$27,643.00 each and all (4) \$110,572.00 this is a cooperative purchase with the State of Montana. This item is line item P7.8 line 44 and is for a Mid-size four door SUV

**Timeline:**

Referral to committee:	February 22, 2021
Committee discussion:	February 24, 2021
Council action (or sets hearing):	<a href="#">Click or tap here to enter text.</a>
Public Hearing:	<a href="#">Click or tap here to enter text.</a>
Deadline:	<a href="#">Click or tap here to enter text.</a>

**Background and Alternatives Explored:**

The primary use for these vehicles will be for Police Department Administration use as well as some enforcement issue. There is \$40,000.00 budgeted for each of these units for a total of \$160,000.00. Some of the remaining budget will be used to install decals, unit numbers, radios, as well as update diagnostic software and hardware.

**Financial Implications:**

This purchase was approved in the budget as a new purchase for Police department, and these vehicles will be an addition to the fleet.

**Links to external websites:**

	Motor Vehicle Express	Butte Auto LLC
<b>P7.8 Line 44- Group 2B Mid Size Four Door SUV (Requisition # 215032)</b>		
Unit Price	-	27,799.00
Item Total Price	-	27,799.00
Café Rating Adjustment (100,000/Rating*\$ 3.00)		10,782.83
<b>Total Cost Basis for Award (Cost &amp; Café )</b>		<b>38,581.83</b>
Quantity	1.00	1.00
Estimated Delivery Date		3/27/2021
Comment (Optional)		grand cherokee with flaps matts with a no charge exterior color 27.822 mpg combined

Lithia Toyota Billings	Livingston Auto Center, Inc.	Laurel 2 Spartan LLC DBA Laurel Chevrolet
	PO:DNR21-0461LS	
30,613.00	27,643.00	28,739.00
30,613.00	27,643.00	28,739.00
	10,782.83	11,467.32
	38,425.83	40,206.32
1.00	1.00	1.00
3/15/2021	3/14/2021	2/28/2021
Make Toyota Venza AWD Mid SUV - MPG 40/37/39	Mats, flaps, dealer installed EPA 27.822	2021 Traverse. Dealer installed splash guards (4), front weathertech mats 26.1613

Rehbein Ford, Inc.	Billion Auto Group	Bison Motor Company
-	27,804.00	31,687.18
-	27,804.00	31,687.18
	10,782.83	13,043.48
	38,586.83	44,730.66
1.00	1.00	1.00
	5/1/2021	6/1/2021
NO BID	2021 Jeep Grand Cherokee Laredo. CAFE Rating 27.822	Café 23



**City of Missoula, Montana**  
**Item to be Referred to City Council Committee**

**Committee:** Public Works

**Item:** Purchase of one (1) .75 Ton Truck for Communication Shop

**Date:** February 8, 2021

**Sponsor(s):** Scot Colwell, Fleet Maintenance

**Prepared by:** same

**Ward(s) Affected:**

<input type="checkbox"/> Ward 1	<input type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input checked="" type="checkbox"/> All Wards	<input checked="" type="checkbox"/> N/A

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**Action Required:**  
Approve purchase.

**Recommended Motion(s):**

I move the City Council: Approve the purchase of one (1) 2020 Ford Super Duty F250 four wheel drive pickup from National Auto Fleet Group of Watsonville, California for \$35,521.50

**Timeline:**

Referral to committee:	February 22, 2021
Committee discussion:	February 24, 2021
Council action (or sets hearing):	n/a
Public Hearing:	n/a
Deadline:	n/a

**Background and Alternatives Explored:**

The purchase of this truck, replaces another truck in parks fleet unit #588. Unit #588 is a 2009 GMC Sierra, this truck will stay in the fleet and an older truck unit #590 which is a 2004 Chevy K10 pickup this vehicle will be offered to other departments then if nobody wants it, it be removed from the fleet and sold at auction.

**Financial Implications:**

This purchase has been approved in the CIP and is part of the vehicle growth and replacement program. This Purchase comes in under budget by \$9,478.50, part of the remaining funds will be used to equip this vehicle with two tool boxes, a headache rack, work lights and strobe lights.

Equipment Budget:	\$45,000.00
Actual Cost:	\$35,521.50
Additional purchase info:	This is a cooperative purchase through Sourcewell



# National Auto Fleet Group

A Division of Chevrolet of Watsonville  
 490 Auto Center Drive, Watsonville, CA 95076  
 (855) 289-8572 • (831) 480-8497 Fax  
 Fleet@NationalAutoFleetGroup.com

2/8/2021

Quote ID: 26967

Order Cut Off Date: 1/22/2021

Scot Colwell  
 City of Missoula  
 Fleet Maintenance

435 Ryman Street

Missoula, Montana, 59802

Dear Scot Colwell,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.  
**One (1) New/Unused (2021 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box 164" WB, )** and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$43,995.00	\$35,521.50	19.260 %	\$8,473.50
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$35,521.50		

- per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.  
 Sincerely,

Jesse Cooper  
 Account Manager  
 Email: Fleet@NationalAutoFleetGroup.com  
 Office: (855) 289-8572  
 Fax: (831) 480-8497



Sell, service, and deliver letter

## Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

### Additional Resources

Learn how to track your vehicle:

[www.NAFGETA.com](http://www.NAFGETA.com)

Use the upfitter of your choice:

[www.NAFGpartner.com](http://www.NAFGpartner.com)

Vehicle Status:

[ETA@NationalAutoFleetGroup.com](http://ETA@NationalAutoFleetGroup.com)

General Inquiries:

[Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)



**For general questions or assistance please contact our main office at:**

**1-855-289-6572**

## Vehicle Configuration Options

### ENGINE

Code	Description
996	ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 FLEX-FUEL, (STD)

### TRANSMISSION

Code	Description
44S	TRANSMISSION: TORQSHIFT-G 6-SPD AUTO W/SELECTSHIFT, (STD)

### WHEELS

Code	Description
64A	WHEELS: 17" ARGENT PAINTED STEEL, -inc: painted hub covers/center ornaments (STD)

### TIRES

Code	Description
TD8	TIRES: LT245/75RX17E BSW A/S (4), -inc: Spare may not be the same as road tire (STD)

### PRIMARY PAINT

Code	Description
Z1	OXFORD WHITE

### PAINT SCHEME

Code	Description
	STANDARD PAINT

### SEAT TYPE

Code	Description
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar

**AXLE RATIO**

Code	Description
X37	3.73 AXLE RATIO, (STD)

**ADDITIONAL EQUIPMENT**

Code	Description
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, Securilock Passive Anti-Theft System (PATs) and inclination/intrusion sensors, Power Locks, Trailer Tow Mirrors w/Power Heated Glass, manual folding, manually telescoping and heated convex spotter mirror, Remote Keyless Entry, Power Front & Rear Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock
52B	TRAILER BRAKE CONTROLLER, -inc: Verified to be compatible w/select electric over hydraulic brakes, smart trailer tow connector
41P	TRANSFER CASE & FUEL TANK SKID PLATES
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others
18B	PLATFORM RUNNING BOARDS
85S	TOUGH BED SPRAY-IN BEDLINER, -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts
66S	UPFITTER SWITCHES (6), -inc: Located in overhead console
18A	UPFITTER INTERFACE MODULE

**OPTION PACKAGE**

Code	Description
600A	ORDER CODE 600A



# 2021 Fleet/Non-Retail Ford Super Duty F-250 SRW XL 4WD SuperCab 8' Box 164" WB

## WINDOW STICKER

2021 Ford Super Duty F-250 SRW XL 4WD SuperCab 8' Box 164" WB

CODE	MODEL	MSRP
X2B	2021 Ford Super Duty F-250 SRW XL 4WD SuperCab 8' Box 164" WB	\$39,565.00
<b>OPTIONS</b>		
996	ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 FLEX-FUEL, (STD)	\$0.00
44S	TRANSMISSION: TOROSHIFT-G 6-SPD AUTO W/SELECTSHIFT, (STD)	\$0.00
64A	WHEELS: 17" ARGENT PAINTED STEEL, -inc: painted hub covers/center ornaments (STD)	\$0.00
TD8	TIRES: LT245/75RX17E BSW A/S (4), -inc: Spare may not be the same as road tire (STD)	\$0.00
Z1	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar	\$0.00
X37	3.73 AXLE RATIO, (STD)	\$0.00
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecurLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Trailer Tow Mirrors w/Power Heated Glass, manual folding, manually telescoping and heated convex spotter mirror, Remote Keyless Entry, Power Front & Rear Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock	\$865.00
52B	TRAILER BRAKE CONTROLLER, -inc: Verified to be compatible w/select electric over hydraulic brakes, smart trailer tow connector	\$270.00
41P	TRANSFER CASE & FUEL TANK SKID PLATES	\$100.00
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others	\$0.00
18B	PLATFORM RUNNING BOARDS	\$445.00
85S	TOUGH BED SPRAY-IN BEDLINER, -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts	\$595.00
66S	UPFITTER SWITCHES (6), -inc: Located in overhead console	\$165.00
18A	UPFITTER INTERFACE MODULE	\$295.00
600A	ORDER CODE 600A	\$0.00

Please note selected options override standard equipment

<b>SUBTOTAL</b>	<b>\$42,300.00</b>
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,695.00
<b>TOTAL PRICE</b>	<b>\$43,995.00</b>
Est City: N/A MPG	
Est Highway: N/A MPG	
Est Highway Cruising Range: N/A mi	

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

## Standard Equipment

### MECHANICAL

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
Transmission: TorqShift-G 6-Spd Auto w/SelectShift
3.73 Axle Ratio
GVWR: 10,000 lb Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
157 Amp Alternator
Class V Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
3460# Maximum Payload
HD Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

### EXTERIOR



Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments

Tires: LT245/75Rx17E BSW A/S (4) -inc: Spare may not be the same as road tire

Regular Box Style

Steel Spare Wheel

Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

Black Rear Step Bumper

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Manual Side Mirrors w/Manual Folding

Manual Extendable Trailer Style Mirrors

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Aluminum Panels

Black Grille

Tailgate Rear Cargo Access

Reverse Opening Rear Doors

Manual Tailgate/Rear Door Lock

Autolamp Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

## ENTERTAINMENT

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers

Radio w/Seek-Scan

Fixed Antenna

SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, Applink and 1 smart-charging USB-C port

**INTERIOR**

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Fixed Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Rear Cupholder
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
2 12V DC Power Outlets
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Underhood And Pickup Cargo Box Lights
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Trip Computer



Outside Temp Gauge
Analog Display
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
Air Filtration

**SAFETY**

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
Back-Up Camera



**City of Missoula, Montana**  
**Item to be Referred to City Council Committee**

**Committee:** Public Works

**Item:** Purchase of one (1) Mechanics Shop Truck for Fleet Maintenance

**Date:** February 8, 2021

**Sponsor(s):** Scot Colwell, Fleet Maintenance

**Prepared by:** same

**Ward(s) Affected:**

<input type="checkbox"/> Ward 1	<input type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input checked="" type="checkbox"/> All Wards	<input checked="" type="checkbox"/> N/A

---

**Action Required:**  
Approve purchase.

**Recommended Motion(s):**

I move the City Council: Approve the purchase of One (1) 2022 F550 Ford Super duty Truck from National Auto Fleet Group of Watsonville, California for \$48,443.59.

**Timeline:**

Referral to committee:	February 22, 2021
Committee discussion:	February 24, 2021
Council action (or sets hearing):	n/a
Public Hearing:	n/a
Deadline:	n/a

**Background and Alternatives Explored:**

The Purchase of this Truck, replaces another truck in Fleet Maintenance unit #707 which is a 1997 Chevy 1 Ton Truck. Unit #707 will be removed from the fleet and sold at auction.

**Financial Implications:**

This purchase has been approved in the CIP and is part of the vehicle growth and replacement program. This purchase comes in \$26,566.41 under budget. The bulk of the remaining funds will be used to purchase and install a utility box with crane support and a new crane. It will also be used to install work lighting and an Air compressor and Generator.

Equipment Budget:	\$75,000.00
Actual Cost:	\$48,433.59
Additional purchase info:	This is a cooperative purchase through Sourcewell



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

2/8/2021

Quote ID: **15650**

Order Cut Off Date: **1/22/2021**

Mr Scot Colwell  
City of Missoula

1305 D. Scott St.

Missoula, Montana, 59804

Dear Scot Colwell,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2021 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 203" WB 84" CA, Upgrade 2022 F-550 Model )** and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$53,030.00	\$46,905.48	11.549 %	\$6,124.52
Upgrade 2022 F-550 Model		\$938.11		
2 additional key(s)		\$600.00		
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$48,443.59		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497

Quoting Department  
Account Manager  
Fleet@NationalAutoFleetGroup.com  
(855) 289-6572



## **Purchase Order Instructions & Resources**

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

**We will send a courtesy confirmation for your order and a W-9 if needed.**

### **Additional Resources**

Learn how to track your vehicle:

[www.NAFGETA.com](http://www.NAFGETA.com)

Use the upfitter of your choice:

[www.NAFGpartner.com](http://www.NAFGpartner.com)

Vehicle Status:

[ETA@NationalAutoFleetGroup.com](mailto:ETA@NationalAutoFleetGroup.com)

General Inquiries:

[Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

For general questions or assistance please contact our main office at:

# **1-855-289-6572**



## Vehicle Configuration Options

ENGINE	
Code	Description
99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)
TRANSMISSION	
Code	Description
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)
TIRES	
Code	Description
TGJ	TIRES: 225/70RX19.5G BSW A/P, (STD)
PRIMARY PAINT	
Code	Description
Z1	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar
AXLE RATIO	
Code	Description
X48	4.88 AXLE RATIO, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATs) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Manual Telescoping Folding Trailer Tow Mirrors, power/heated glass and heated convex spotter mirror, Remote Keyless Entry, Power Front & Rear Side Windows, 1-touch up/down driver/passenger window
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: transmission mounted live drive and stationary mode PTO

52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only
41P	TRANSFER CASE SKID PLATES
61L	FRONT WHEEL WELL LINERS (PRE-INSTALLED), -inc: Custom accessory
512	SPARE TIRE, WHEEL & JACK, -inc: Excludes carrier, 6-Ton Hydraulic Jack
63A	UTILITY LIGHTING SYSTEM, -inc: LED side-mirror spotlights
18B	PLATFORM RUNNING BOARDS
942	DAYTIME RUNNING LAMPS (DRL), -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable
59H	CENTER HIGH-MOUNTED STOP LAMP (CHMSL)
61J	6-TON HYDRAULIC JACK
872	REAR VIEW CAMERA & PREP KIT, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions
18A	UPFITTER INTERFACE MODULE
<b>OPTION PACKAGE</b>	
<b>Code</b>	<b>Description</b>
660A	ORDER CODE 660A



# 2021 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 4WD Crew Cab 203" WB 84" CA

## WINDOW STICKER

2021 Ford Super Duty F-550 DRW XL 4WD Crew Cab 203" WB 84" CA

CODE	MODEL	MSRP
W5H	2021 Ford Super Duty F-550 DRW XL 4WD Crew Cab 203" WB 84" CA	\$47,720.00
	<b>OPTIONS</b>	
99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)	\$0.00
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	\$0.00
TGJ	TIRES: 225/70RX19.5G BSW A/P, (STD)	\$0.00
Z1	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar	\$0.00
X48	4.88 AXLE RATIO, (STD)	\$0.00
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Manual Telescoping Folding Trailer Tow Mirrors, power/heated glass and heated convex spotter mirror, Remote Keyless Entry, Power Front & Rear Side Windows, 1-touch up/down driver/passenger window	\$1,075.00
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: transmission mounted live drive and stationary mode PTO	\$280.00
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only	\$270.00
41P	TRANSFER CASE SKID PLATES	\$100.00
61L	FRONT WHEEL WELL LINERS (PRE-INSTALLED), -inc: Custom accessory	\$180.00
512	SPARE TIRE, WHEEL & JACK, -inc: Excludes carrier, 6-Ton Hydraulic Jack	\$350.00
63A	UTILITY LIGHTING SYSTEM, -inc: LED side-mirror spotlights	\$160.00
18B	PLATFORM RUNNING BOARDS	\$445.00
942	DAYTIME RUNNING LAMPS (DRL), -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable	\$45.00
59H	CENTER HIGH-MOUNTED STOP LAMP (CHMSL)	\$0.00
61J	6-TON HYDRAULIC JACK	INC
872	REAR VIEW CAMERA & PREP KIT, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$415.00
18A	UPFITTER INTERFACE MODULE	\$295.00
660A	ORDER CODE 660A	\$0.00

Please note selected options override standard equipment

<b>SUBTOTAL</b>	<b>\$51,335.00</b>
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,695.00
<b>TOTAL PRICE</b>	<b>\$53,030.00</b>

Est City: N/A MPG  
Est Highway: N/A MPG  
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.



## Standard Equipment

### MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas
Transmission: TorqShift 10-Speed Automatic -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery
4.88 Axle Ratio
GVWR: 18,000 lbs Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
HD 240 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
10440# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Auto Locking Hubs
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
Upfitter Switches

### EXTERIOR

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
Tires: 225/70Rx19.5G BSW A/P
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding



Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Front Splash Guards
Black Grille
Autolamp Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting
Headlamps w/Delay-Off
Cab Clearance Lights

## ENTERTAINMENT

Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
Radio w/Seek-Scan
Fixed Antenna
SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls

## INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Manual Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Rear Cupholder
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
3 12V DC Power Outlets
Full Overhead Console w/Storage and 3 12V DC Power Outlets

Fade-To-Off Interior Lighting
Front And Rear Map Lights
Full Vinyl/Rubber Floor Covering
Underhood Lights
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Display
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Air Filtration

## SAFETY

Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Safety Canopy System Curtain 1st And 2nd Row Airbags
Dual Stage Driver And Passenger Front Airbags



**City of Missoula, Montana**  
**Item to be Referred to City Council Committee**

**Committee:** Public Works

**Item:** Purchase of one (1) One-Ton Truck for Cemetery

**Date:** February 16, 2021

**Sponsor(s):** Scot Colwell, Fleet Maintenance

**Prepared by:** same

**Ward(s) Affected:**

<input type="checkbox"/> Ward 1	<input type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input checked="" type="checkbox"/> All Wards	<input checked="" type="checkbox"/> N/A

---

**Action Required:**  
Approve purchase.

**Recommended Motion(s):**

I move the City Council: Approve the purchase of One (1) 2021 F350 Super Duty Cab and Chassis Pickup Truck from National Auto Fleet Group of Watsonville, California for \$37,114.74.

**Timeline:**

Referral to committee:	February 22, 2021
Committee discussion:	February 24, 2021
Council action (or sets hearing):	n/a
Public Hearing:	n/a
Deadline:	n/a

**Background and Alternatives Explored:**

This vehicle will take the place of an older truck in the fleet, unit #612. Unit #612 is a 2001 Dodge 3500 dump truck/snow plow that has been used at the cemetery for the last 15 years. Unit #612 will be sold at auction after the new vehicle shows up.

**Financial Implications:**

This purchase has been approved in the CIP and is part of the vehicle growth and replacement program. This purchase of this vehicle is \$32,885.26 under budget. The bulk of the remaining funds will be used to install a dump box, a new snow plow and a strobe light.

Equipment Budget:	\$70,000.00
Actual Cost:	\$37,114.74
Additional purchase info:	This is a cooperative purchase through Sourcewell





# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

2/16/2021

Quote ID: 27082

Order Cut Off Date: 1/22/2021

Scot Colwell  
City of Missoula  
Fleet Maintenance

435 Ryman Street

Missoula, Montana, 59802

Dear Scot Colwell,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2021 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA, )** and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$43,940.00	\$37,114.74	15.533 %	\$6,825.26
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$37,114.74		

- per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497



**GMC**

## Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

### Additional Resources

Learn how to track your vehicle:

[www.NAFGETA.com](http://www.NAFGETA.com)

Use the upfitter of your choice:

[www.NAFGpartner.com](http://www.NAFGpartner.com)

Vehicle Status:

[ETA@NationalAutoFleetGroup.com](mailto:ETA@NationalAutoFleetGroup.com)

General Inquiries:

[Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

For general questions or assistance please contact our main office at:

# 1-855-289-6572



## Vehicle Configuration Options

### ENGINE

Code	Description
------	-------------

996	ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 (FLEX-FUEL), (STD)
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### TRANSMISSION

Code	Description
------	-------------

44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)
-----	---

### WHEELS

Code	Description
------	-------------

64K	WHEELS: 17" ARGENT PAINTED STEEL, -inc: Hub covers/center ornaments not included (STD)
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### TIRES

Code	Description
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TD8	TIRES: LT245/75RX17E BSW PLUS A/S, -inc: Spare may not be the same as road tire (STD)
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### PRIMARY PAINT

Code	Description
------	-------------

Z1	OXFORD WHITE
----	--------------

### PAINT SCHEME

Code	Description
------	-------------

---	STANDARD PAINT
-----	----------------

### SEAT TYPE

Code	Description
------	-------------

AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar
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### AXLE RATIO

Code	Description
------	-------------

X37	3.73 AXLE RATIO, (STD)
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### ADDITIONAL EQUIPMENT

Code	Description
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90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-
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	trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATs) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Manual Telescoping Folding Trailer Tow Mirrors, power/heated glass and heated convex spotter mirror, Remote Keyless Entry, Power Front Side Windows, 1-touch up/down driver/passenger window
67E	240 AMP ALTERNATOR
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only
41P	TRANSFER CASE SKID PLATES
473	SNOW PLOW PREP PACKAGE, -inc: pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations), Note 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details, Note 2: Also allows for the attachment of a winch
61S	FRONT SPLASH GUARDS/MUD FLAPS (PRE-INSTALLED), -inc: Custom accessory
61L	FRONT WHEEL WELL LINERS (PRE-INSTALLED), -inc: Custom accessory
18B	PLATFORM RUNNING BOARDS
59H	CENTER HIGH-MOUNTED STOP LAMP (CHMSL)
18A	UPFITTER INTERFACE MODULE
<b>OPTION PACKAGE</b>	
<b>Code</b>	<b>Description</b>
640A	ORDER CODE 640A



# 2021 Fleet/Non-Retail Ford Super Duty F-350 DRW XL 4WD Reg Cab 145" WB 60" CA

## WINDOW STICKER

2021 Ford Super Duty F-350 DRW XL 4WD Reg Cab 145" WB 60" CA

CODE	MODEL	MSRP
F3H	2021 Ford Super Duty F-350 DRW XL 4WD Reg Cab 145" WB 60" CA	\$39,805.00
<b>OPTIONS</b>		
996	ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 (FLEX-FUEL), (STD)	\$0.00
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	\$0.00
64K	WHEELS: 17" ARGENT PAINTED STEEL, -inc: Hub covers/center ornaments not included (STD)	\$0.00
TD8	TIRES: LT245/75RX17E BSW PLUS A/S, -inc: Spare may not be the same as road tire (STD)	\$0.00
Z1	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar	\$0.00
X37	3.73 AXLE RATIO, (STD)	\$0.00
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Manual Telescoping Folding Trailer Tow Mirrors, power/heated glass and heated convex spotter mirror, Remote Keyless Entry, Power Front Side Windows, 1-touch up/down driver/passenger window	\$865.00
67E	240 AMP ALTERNATOR	\$85.00
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only	\$270.00
41P	TRANSFER CASE SKID PLATES	\$100.00
473	SNOW PLOW PREP PACKAGE, -inc: pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations), Note 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details, Note 2: Also allows for the attachment of a winch	\$250.00
61S	FRONT SPLASH GUARDS/MUD FLAPS (PRE-INSTALLED), -inc: Custom accessory	\$75.00
61L	FRONT WHEEL WELL LINERS (PRE-INSTALLED), -inc: Custom accessory	\$180.00
18B	PLATFORM RUNNING BOARDS	\$320.00
59H	CENTER HIGH-MOUNTED STOP LAMP (CHMSL)	\$0.00
18A	UPFITTER INTERFACE MODULE	\$295.00
640A	ORDER CODE 640A	\$0.00

Please note selected options override standard equipment

**SUBTOTAL****\$42,245.00**

Advert/ Adjustments

\$0.00

Manufacturer Destination Charge

\$1,695.00

**TOTAL PRICE****\$43,940.00**

Est City: N/A MPG

Est Highway: N/A MPG

Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.



## Standard Equipment

### MECHANICAL

Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel)
Transmission: TorqShift 10-Speed Automatic -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery
3.73 Axle Ratio
GVWR: 14,000 lb Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
HD 200 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
7550# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Auto Locking Hubs
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
Upfitter Switches

### EXTERIOR

Wheels: 17" Argent Painted Steel -inc: Hub covers/center ornaments not included
Tires: LT245/75R17E BSW PLUS A/S -inc: Spare may not be the same as road tire
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Manual Extendable Trailer Style Mirrors



Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Aluminum Panels

Black Grille

Autolamp Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting  
Headlamps w/Delay-Off

Cab Clearance Lights

**ENTERTAINMENT**

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers

Radio w/Seek-Scan

Fixed Antenna

SYNC Communications &amp; Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls

**INTERIOR**

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

FordPass Connect 4G Mobile Hotspot Internet Access

Manual Air Conditioning

Illuminated Locking Glove Box

Interior Trim -inc: Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual lumbar

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

3 12V DC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Underhood Lights

Smart Device Remote Engine Start

Instrument Panel Covered Bin and Dashboard Storage

Manual 1st Row Windows

Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Display
Manual Adjustable Front Head Restraints
Air Filtration

**SAFETY**

Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters



**City of Missoula, Montana**  
**Item to be Referred to City Council Committee**

**Committee:** Public Works

**Item:** Agreement with Mark D. Price for the sale of 1236 North Dickens Street

**Date:** February 17, 2021

**Sponsor(s):** Ross Mollenhauer

**Prepared by:** Katie Emery

**Ward(s) Affected:**

<input checked="" type="checkbox"/> Ward 1	<input type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input type="checkbox"/> All Wards	<input type="checkbox"/> N/A

---

**Action Required:**

Approve an agreement with Mark D. Price for the sale of 1236 North Dickens Street.

**Recommended Motion(s):**

I move the City Council: Approve and authorize the Mayor to sign an agreement with Mark D. Price for the sale of 1236 North Dickens Street for a cost of \$2,000.00.

**Timeline:**

Referral to committee:	February 22, 2021
Committee discussion:	February 24, 2021
Council action (or sets hearing):	March 1, 2021
Public Hearing:	N/A
Deadline:	N/A

**Background and Alternatives Explored:**

Missoula Water would like to sell the property at 1236 North Dickens Street. A well and utility building were previously located on this property, but was recently removed and abandoned. Staff at Missoula Water do not foresee any need for this property moving forward and selling it would eliminate the need for ongoing maintenance.

Missoula Water worked with Lambros realtors, Annelise Hedahl and Jennifer Barnard, to list this property. These realtors were selected through an RFQ process in November. An appraisal was performed by Kembel, Kosena & Company, Inc. in September 2020, which declared a market value for this property of \$2,000.00. The appraised value of this parcel was relatively low due to the small size of the parcel and its lack of access to a water main. Water. Mark Price will be purchasing the property at current market value with an all cash offer. Mark Price owns the property immediately adjacent to the property being sold.

Missoula Water also reached out to the City's Department of Community, Planning, Development, and Innovation as to the suitability for affordable housing on this parcel. The answer was that this property is not well suited for an affordable housing project, due to its small size and lack of subsidies.

The attached exhibit shows the size and location of the property.

**Financial Implications:**

The \$2,000.00 will be allocated back to the Water Enterprise Fund.

**Links to external websites:**

N/A

# **BUY-SELL AGREEMENT (Land)** (Including Earnest Money Receipt)



**This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If not understood, seek competent advice.**

Date: 02/10/2021

Mark D. Price

as ☐ joint tenants with rights of survivorship, ☐ tenants in common, ☒ single in his/her own right, ☐ other \_\_\_\_\_ (hereafter the "Buyer") agrees to purchase, and the Seller agrees to sell the following described real property (hereafter the "Property") commonly known as 1236 North Dickens Street

in the City of Missoula, County of Missoula, Montana, legally described as: SCHOOL ADDITION, S16, T13 N, R19 W, BLOCK 23, Lot A, W36

TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, uncut timber and non-harvested crops and all improvements thereon except: \_\_\_\_\_

**PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition, are included and shall be transferred by the bill of sale: \_\_\_\_\_

**PURCHASE PRICE AND TERMS:**

\$2,000.00 Purchase Price: two thousand (U.S. Dollars)

\$0 Earnest Money (credited to Buyer at closing)

\$2,000.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows

(check one):

☒ All cash at closing (no financing contingency); **OR**

☐ Additional cash down payment at closing in the minimum amount of:

☐ \$ \_\_\_\_\_ **OR** ☐ \_\_\_\_\_ % of the Purchase Price.

Balance to be financed as indicated below:

☐ Conventional ☐ Other Financing ☐ Seller Financing ☐ Assumption ☐ Home Equity

☐ Other: \_\_\_\_\_

**CLOSING DATE:** The date of closing shall be (date) 03/11/2021 (the "Closing Date"). The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date specified. The Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the purchase in accordance with this Agreement. If third-party financing is required by the terms of this Agreement (including assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not more than N/A days to accommodate delays attributable solely to such third-party financing.

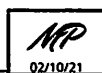
**POSSESSION:** Seller shall deliver to Buyer possession of the Property and allow occupancy:

☐ when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase; **OR**

☒ upon recording of the deed or notice of purchaser's interest, **OR**

☐ \_\_\_\_\_

Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, garage door opener(s), and Homeowner's Association facilities, if applicable.

  
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Buyer's Initials

  
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**EARNEST MONEY: (check one)**

☐ Broker/Salesperson acknowledges actual receipt of earnest money in the amount as set forth herein as evidenced by:

☐ Cash or ☐ Check.

Broker/Salesperson: \_\_\_\_\_  
(name printed) (signature acknowledging receipt of earnest money)

☐ Buyer agrees to provide earnest money in the amount as set forth herein within \_\_\_\_\_ days of the date all parties have signed this Agreement. Earnest money may be made by check, cash or wire transfer and shall be held in trust by \_\_\_\_\_ fails to provide earnest money as set forth herein, buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid forfeited.

**FINANCING CONDITIONS AND OBLIGATIONS:**

**BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down payment and closing costs to close this sale in accordance with this Agreement and are not relying upon any contingent source of such funds unless otherwise expressly set forth herein.

**LOAN APPLICATION:** If Buyer fails to make written application for financing and pay to the lender any required fees, apply for assumption of an existing loan or contract, or initiate any action required for completion of a contract for deed by 5:00 pm (Mountain Time) (date) N/A  
Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.

**CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have been released, waived, or satisfied, and the transaction shall continue to closing, unless by 5:00 pm (Mountain Time) on the date specified for each contingency, the party requesting that contingency has notified the other party or the other party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has notified the other party on or before the release date that a contingency is not released, waived or satisfied, this transaction is terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.

**FINANCING CONTINGENCY:**


☐ This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing Date this Agreement is terminated and the earnest money will be refunded to the Buyer.

**APPRAISAL CONTINGENCY:**

☐ Property must appraise for at least ☐ the Purchase Price OR at least ☐ \$ \_\_\_\_\_. If the Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within \_\_\_\_\_ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; OR

☐ This Agreement is contingent upon the Property appraising for at least ☐ the Purchase Price OR at least ☐ \$ \_\_\_\_\_. Release Date: \_\_\_\_\_

  
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Seller's Initials

3011 American Way Missoula, MT 59802 54

**CONVEYANCE:** The Seller shall convey the real property by warranty deed, free of all liens and encumbrances except those described in the title insurance commitment, as approved by Buyer. The Seller shall convey the personal property by Bill of Sale.

**WATER:** All water, including surface water or ground water, any legal entitlement to water, including statements of claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches, ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the Property, except: N/A

Filing or transfer fees will be paid by ☐ Seller, ☐ Buyer, OR ☐ split equally between Buyer and Seller.  
Documents for transfer will be prepared by \_\_\_\_\_.

**WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.


**NATURAL WATER BODIES AND LAND PRESERVATION DISCLOSURE:** Buyers of property in the State of Montana should be aware that some properties contain or are adjacent to streams, rivers, wetlands, floodplains and other water bodies. It is the general policy of the State of Montana that natural water bodies and the lands immediately adjacent to them are to be protected and preserved to be available in their natural or existing state, and to prohibit unauthorized projects related thereto. Property owners should consult their local soil conservation board, a land use professional, or other qualified advisor, regarding any applicable local, state or federal regulations, including permitting or other approvals, before working in or around any streams, rivers, wetlands, floodplains or other water bodies, including vegetation removal.

**MINERAL RIGHTS:** "Mineral rights" as defined in this Agreement (which may be different than the definition under Montana law) is a term used to describe the rights the owner of those rights has to use, mine, and/or produce any or all of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc. lying below the surface of property. These mineral rights may be separate from the rights a property owner has for the surface of a property. In some cases, these mineral rights have been transferred to a party other than the property owner and as a result the subsurface mineral rights have been severed from the property owner's surface rights. If the mineral rights have been severed from the surface rights, the owner of the mineral rights has the right to enter the land and occupy it in order to mine the minerals even though they don't own the property. The undersigned Buyer acknowledges and agrees that neither the Seller nor the brokerage firms, brokers and salespersons involved in the transaction anticipated by this Agreement warrant or make any representations concerning the mineral rights, if any, for this Property and that neither the Seller nor the brokerage firms, brokers and salespersons involved in the Buyer's purchase of the Property have conducted an inspection or analysis of the mineral rights to and for the Property.

**CLOSING FEE:** The fee charged by the individual or company closing the transaction will be paid by ☐ Seller ☐ Buyer ☒ Equally Shared.

**TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase additional owner's title insurance coverage in the form of "Extended Coverage" or "Enhanced Coverage" for an additional cost to the Buyer. It is recommended that Buyer obtain details from a title company.

**CONDITION OF TITLE:** All mortgages, judgements and liens shall be paid or satisfied by the Seller at or prior to closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or other adverse title conditions will be placed against the title to the Property subsequent to the effective date of the preliminary title commitment approved by the Buyer.

  
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**DEPOSIT OF FUNDS BY BROKER/SALESPERSON:** All parties agree, unless otherwise expressly stated herein, that the earnest money and any other real estate funds in Broker's/Salesperson's possession shall be deposited or delivered within \_\_\_\_ days of receipt, or the date all parties have signed this Agreement, whichever occurs later. The parties agree that accrued interest, if any, shall be payable to the holder of the funds and that sums so paid are consideration for services rendered.

**SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction to be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified intermediary or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange, notwithstanding the prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and Non-Assignability" section below.

**SPECIAL IMPROVEMENT DISTRICTS AND ASSOCIATION SPECIAL ASSESSMENTS:** All Special Improvement Districts (including rural SIDs), and all special or non-recurring assessments of any non-governmental association, including those that have been noticed to Seller by City/County but not yet spread or currently assessed or that have been approved but not yet billed or assessed, will be assumed by Buyer at closing unless otherwise agreed.

**PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement District and association special assessments for the current tax year, as well as prepaid rents, water and sewer system charges, heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees, as of the date of closing unless otherwise agreed.

**CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller will remove all personal property not included in this sale prior to closing.

**NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the state of Montana should be aware that some properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an owner of property, contact either your local County extension agent or Weed Control Board.

**MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information please contact the local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers assigned to the area.

**BUYER'S REMEDIES:** (A) If a Seller fails to accept the offer contained in this Agreement within the time period provided in the BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.


(B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:

- (1) Demand immediate repayment of any earnest money paid by the Buyer, and upon the return of such money, the rights and duties of Buyer and Seller under this Agreement shall be terminated; **OR**
- (2) Demand that Seller specifically perform Seller's obligation under this Agreement; **OR**
- (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

**SELLER'S REMEDIES:**

If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction within the time period provided in this Agreement, the Seller may:


- (1) Declare the earnest money paid by Buyer be forfeited whereupon the rights and duties of the Buyer and Seller under this Agreement shall be terminated; **OR**
- (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; **OR**
- (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

  
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Buyers Initials  
Lyla Wiemokly

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Buy-Sell Agreement (Land), June 2020

Page 5 of 8  
Missoula

  
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Sellers Initials

3011 American Way Missoula, MT 59808

**BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.

**FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides for the withholding of tax upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount realized (usually the sales price) does not exceed \$300,000 and the Buyer intends to use the property as a residence. If the Seller is a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is required to deduct and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the Internal Revenue Service unless the transfer of the property satisfies an exception provided for in Section 1445 of the Internal Revenue Code.

**AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT:** The Agricultural Foreign Investment Disclosure Act of 1978 (AFIDA) requires any foreign person who acquires or transfers any interest, other than a security interest, in agricultural land to submit a report to the Secretary of Agriculture not later than 90 days after the date of the acquisition or transfer. If Buyer or Seller is or may be considered a foreign person under the AFIDA they are advised to consult with an appropriate professional concerning any reporting that may be required by the AFIDA.

**CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, and Brokers/Salespersons and their attorneys, agent, and other parties having interests essential to this Agreement, of any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar documents concerning this Property or underlying obligations pertaining thereto.

**WIRE FRAUD ALERT:** Criminals are hacking email accounts of title companies, real estate agents, settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. The emails may look legitimate but they are not. Buyer and Seller are advised **NOT** to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Buyer and Seller should **NOT** send personal information such as social security numbers, bank account numbers and credit card numbers through email.

**RISK OF LOSS:** All loss or damage to any of the above-described real property or personal property to any cause is assumed by Seller through the time of closing unless otherwise specified.


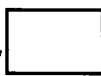
**TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.

**BINDING EFFECT AND NON-ASSIGNABILITY:** This Agreement is binding upon the heirs, successors and assigns of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's express written consent.



**ATTORNEY FEES:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine just.

**COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with this transaction is an integral part of this Agreement.

**FAX/COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a signature transmitted by fax or other electronic means will be enforceable against any party who executes the Agreement and transmits the signature by fax or other electronic means. The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic means in accordance with the Montana Uniform Electronic Transaction Act.

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Buyer's Initials

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Buy-Sell Agreement (Land), June 2020  
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313 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments  
 314 signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other  
 315 written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the  
 316 Seller and Buyer.

317  
 318 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the earnest  
 319 money and things of value held by the Broker, closing agent, or any person or entity holding such money or property,  
 320 unless mutual written instructions are received by the holder of the earnest money and things of value, Broker or  
 321 closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or closing  
 322 agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a Court of  
 323 competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to advance the  
 324 cost and fees required for filing such action.

325  
 326 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):

- 327 ☐ Contingency for Sale of Buyer's Property ☐ Back-up Offer  
 328 ☐ Addendum for Additional Provisions  
 329 ☐ Water Rights Acknowledgement  
 330 ☐  
 331 ☐

332  
 333 **RELATIONSHIP CONFIRMATION:** The parties to this Agreement confirm that the real estate licensees identified  
 334 hereafter have been involved in the capacities indicated below and the parties have previously received the required  
 335 statutory disclosures setting forth the licensees' duties and the limits of their obligations to each party:

336  
 337 Jennifer Barnard and Annelise Hedahl Of ERA Lambros Real Estate  
 338 (name of licensee) (name of brokerage company)

339  
 340 38059 3011 American Way, Missoula, MT 59808  
 341 (licensee's Montana license number) (brokerage company address)

342  
 343 jenniferbarnard@eralambros.com  
 344 (licensee email address) (brokerage company phone number)



345  
 346  
 347 (licensee phone number)  
 348 is acting as ☒ Seller's Agent ☐ Dual Agent ☐ Statutory Broker

349  
 350 Lyla Wiemokly Of ERA Lambros Real Estate  
 351 (name of licensee) (name of brokerage company)

352  
 353 54013 3011 American Way, Missoula, MT 59808  
 354 (licensee's Montana license number) (brokerage company address)

355  
 356 lyla@eralambros.com  
 357 (licensee email address) (brokerage company phone number)

358  
 359 4065461580  
 360 (licensee phone number)  
 361 is acting as ☒ Buyer's Agent ☐ Dual Agent ☐ Statutory Broker  
 362 ☐ Seller's Agent (includes Seller's Sub-Agent)

   
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**BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement he/she has examined the subject real and personal property and represents that Buyer ☒ has **OR** ☐ has not physically visited the Property in person prior to the execution of this Agreement; has entered into this Agreement in full reliance upon his/her independent investigation and judgments and has read and understood this entire Agreement.

**BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set forth in the above offer and grant to said Broker/Salesperson until (date) 02/12/2021, at 12 ☐ am ☒ pm (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller has not accepted by the time specified, this offer is automatically withdrawn. I/We hereby acknowledge receipt of a copy of this Agreement bearing my/our signature(s).

Mark D. Price dotloop verified  
02/10/21 8:41 PM MST  
POTN-JD6X-Q7IZ-XREW Date: \_\_\_\_\_, at \_\_\_\_\_ ☐ am ☐ pm (Mountain Time)  
Buyer's Signature

Name Printed: Mark D. Price

Address: 836 Defoe St, Missoula State: MT Zip: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_, at \_\_\_\_\_ ☐ am ☐ pm (Mountain Time)  
Buyer's Signature

Name Printed: \_\_\_\_\_

Address (if different): \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**SELLER'S COMMITMENT:**

I/We agree to sell to Buyer the above-described Property on the terms and conditions herein above stated. I/We hereby acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.

John Engen dotloop verified  
02/11/21 4:43 PM MST  
3K3I-TTUL-ZOV5-2MLD Date: \_\_\_\_\_, at \_\_\_\_\_ ☐ am ☐ pm (Mountain Time)  
Seller's Signature

Name Printed: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_, at \_\_\_\_\_ ☐ am ☐ pm (Mountain Time)  
Seller's Signature

Name Printed: \_\_\_\_\_

Address (if different): \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

☐ Modified per the attached Counter Offer:

           /             
Seller's Initials Date

           /             
Seller's Initials Date

☐ Rejection of this offer by Seller (no counter offer is being made):

           /             
Seller's Initials Date

           /             
Seller's Initials Date

**NOTE:** Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

**An Appraisal Report**

**of**

**1236 Dickens Street  
Missoula, Missoula County, MT 59802**

**for**

**Mr. Dennis Bowman, Deputy Public Works Director - Utilities  
City of Missoula  
P.O Box 5388  
Missoula, MT 59806**

**as of**

**August 19, 2020 (Date of Observation)  
September 4, 2020 (Date of Report)**

**by**

**Megan L. Garland and Kraig P. Kosena, MAI  
Kembel, Kosena & Company, Inc.  
West Spruce Commons, 432 West Spruce Street, Suite 101  
P.O. Box 16653  
Missoula, MT 59808-6653**

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## INTRODUCTION

**KEMBEL, KOSENA & COMPANY, INC.**

**REAL ESTATE APPRAISERS & CONSULTANTS**

September 4, 2020

Mr. Dennis Bowman, Deputy Public Works Director - Utilities  
City of Missoula  
P.O. Box 5388  
Missoula, MT 59806

Re: The appraisal of the property located at 1236 Dickens Street, Missoula, Missoula County, Montana.

Dear Dennis:

In accordance with your request for an appraisal report setting forth the **market value** of the property under study, we are submitting the following report containing 49 pages.

The value opinion reported below is qualified by certain assumptions, limiting conditions, certifications, and definitions, which are set forth in the report. We particularly call your attention to the following extraordinary assumptions and hypothetical conditions:

extraordinary assumptions: this appraisal employs no extraordinary assumptions; and

hypothetical conditions: this appraisal employs no hypothetical conditions.

Based on the information gathered, the property under study is described legally on page 14 of this report.

The property rights appraised are the unencumbered fee simple estate. We assume no responsibility for the marketability of the title.



Mr. Dennis Bowman

September 4, 2020

To the best of our knowledge, this report is in conformance with the 2020-2021 Edition of the *Uniform Standards of Professional Appraisal Practice (USPAP)* which is effective through December 31, 2021.

An environmental assessment of the property has not been provided and it is assumed there are no environmental concerns related to the subject property. We are not qualified to detect hazardous materials or toxic waste. Any environmental risk discovered at a later date may or may not require a revised estimate of value, which may or may not simply be a reduction of the value by the estimated cost-to-cure of the environmental condition. Properties known to have environmental risk may carry a stigma in the marketplace which may or may not affect the value.

By reason of our investigations, studies, and analyses, an opinion has been formed that the **market value** of the subject property, as of August 19, 2020, assuming a reasonable marketing time of greater than one year, is as follows:

**Two Thousand Dollars**

**(\$2,000)**

Your attention is invited to the data and discussions that follow and which are the foundations of this conclusion. The information that is retained in our office files, which was used in conjunction with this appraisal report, can be provided to you for an additional fee.

I, the undersigned project appraiser, Kraig P. Kosena, hold the MAI designation and am current in the Continuing Education Program of the Appraisal Institute. My member number is 10,933.

We, Kraig P. Kosena and Megan L. Garland, are licensed by the State of Montana as Certified General Real Estate Appraisers. Our license numbers are 225 and 9314, respectively, and expire March 31, 2021. Our licenses have never been suspended, revoked, canceled, or restricted.

Mr. Dennis Bowman

September 4, 2020

We appreciate the opportunity to be of service to you. Please contact us if you have any questions or if we can be of further service.

Respectfully submitted,  
Kembel, Kosena & Company, Inc.

A handwritten signature in dark ink, appearing to read "Megan Garland", with a long, sweeping horizontal line extending to the right.

Megan L. Garland, Candidate for Designation  
REA-RAG-LIC-9314

A handwritten signature in dark ink, appearing to read "Kraig P. Kosena", with a long, sweeping horizontal line extending to the right.

Kraig P. Kosena, MAI  
REA-RAG-LIC-225

## **Summary of Salient Facts and Conclusions**

Record Owner	:	City of Missoula.
Location of Property	:	1236 Dickens Street, Missoula, Missoula County, Montana.
Property Rights Appraised	:	Unencumbered fee simple estate.
Historical Use	:	Vacant.
Present Use	:	Vacant.
Highest and Best Use		
As Though Vacant	:	Assemblage.
As Improved	:	Not applicable.
Date of Value	:	August 19, 2020.
Date(s) of Observation	:	August 19, 2020.
Date of Report	:	September 4, 2020.
Exposure Time	:	The estimated reasonable exposure time of the subject property is approximately six months to one year.
Marketing Time	:	In excess of exposure time estimate – greater than one year.
Site	:	Per the State of Montana Department of Revenue (DOR), the site totals ± 1,200 sf.

The property fronts Dickens Street to the west and a public alley to the north. The adjacent properties to the south and east are private.

Topography is level and at grade with adjacent streets and developments.

The property is zoned RM1-45 Residential District.

As an urban parcel, all utilities are available and to the site.

The property is not located in any designated flood hazard area.

Based on our research, the subject property has minimal, if any, development potential as a result of the zoning requirements.

Site Improvements : None.

Structural Improvements : None.

**Market Value** by the Sales Comparison Approach - \$2,000.

**Final Indication of Market Value - \$2,000.**



## **Assumptions and Limiting Conditions**

This is to certify that we, in submitting these statements and opinions of value, acted in accordance with and was bound by the following principles, limiting conditions, and assumptions:

- This is an appraisal report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of *USPAP*. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop our opinions of value. Supporting documentation concerning the data, reasoning, and analyses is retained in our file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. We are not responsible for the unauthorized use of this report.
- No responsibility is assumed for matters that are legal in nature nor is any opinion rendered on title of lands appraised.
- Unless otherwise noted, the property has been appraised as though free and clear of all encumbrances.
- All maps, areas, and other data furnished to us have been assumed to be correct. We have not made, or commissioned, a survey of the property.
- Neither the employment to make this appraisal nor the compensation is contingent upon the amount of valuation reported.
- We have made a personal observation of the property that is the subject matter of this report.
- To the best of our knowledge and belief, the statements of fact contained in this appraisal report upon which the analysis, opinions, and conclusions expressed herein are based are true and correct. Furthermore, no important facts have knowingly been withheld or overlooked.

- There shall be no obligation to give testimony or attendance in court by reason of this appraisal with reference to the property in question unless arrangements have been made previously.
- This appraisal report has been made in conformity with and is subject to the requirements of the *Code of Professional Ethics and Standards of Professional Conduct* of the Appraisal Institute and conforms to the *USPAP* adopted by the Appraisal Standards Board of the Appraisal Foundation.
- Disclosure of the contents of this appraisal report is governed by the bylaws and regulations of the Appraisal Institute.
- The liability of the appraisal firm of Kembel, Kosena & Company, Inc. and its employees are limited to the client and to the fee collected. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. We assume no responsibility for any cost incurred to discover or correct any deficiencies of any type present in the property: physically, financially, or legally.
- We have inspected as far as possible, by observation, the lands. However, it was not possible to personally observe conditions beneath the soil. The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.
- It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management: neither inefficient nor super-efficient.
- Unless otherwise stated in this report, we have no knowledge concerning the presence or absence of toxic materials on the subject site. If such are present the value of the property may be adversely affected and re-

appraisal at additional cost maybe necessary to estimate the effects of such.

- The appraisal is based on the premise that, there is full compliance with all applicable federal, state, and local environmental regulations, and laws unless otherwise stated in the report. Further, that all applicable zoning, building, building codes, use regulations, and restrictions of all types have been complied-with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal, and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

Neither all nor any part of the contents of this report (especially the conclusion as to the value, our identity, or the firm with which we are connected) or any reference to the MAI designation and/or the Appraisal Institute shall be disseminated to the public through advertising media, sales media, news media, public relations media, or any other public means of communication without our prior written consent and approval.

## **Privacy Notice**

Pursuant to the *Gramm-Leach-Bliley Act of 1999*, effective July 1, 2001, appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic information. As professionals, we understand that privacy is very important and are pleased to provide this information.

### **Types of Nonpublic Personal Information We Collect:**

In the course of performing appraisals, we may collect what is known as “nonpublic personal information.” This information is used to facilitate the services that we provide and may include the information provided to us.

### **Parties to Whom We Disclose Information:**

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to non-affiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third-party consultants who need to know that information to assist us in providing appraisal services. All of our employees and any third-party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm. A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action.

### **Confidentiality and Security:**

We will retain records relating to professional services that we have provided for a reasonable time so that we are better able to assist you. In order to protect nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic, and procedural safeguards that comply with our professional standards to ensure the security and integrity of information.

Please feel free to call us at any time if you have any questions about the confidentiality of the information that you provide.

## **DESCRIPTION, ANALYSIS, AND CONCLUSION**



## **Record Owner and Brief Property History**

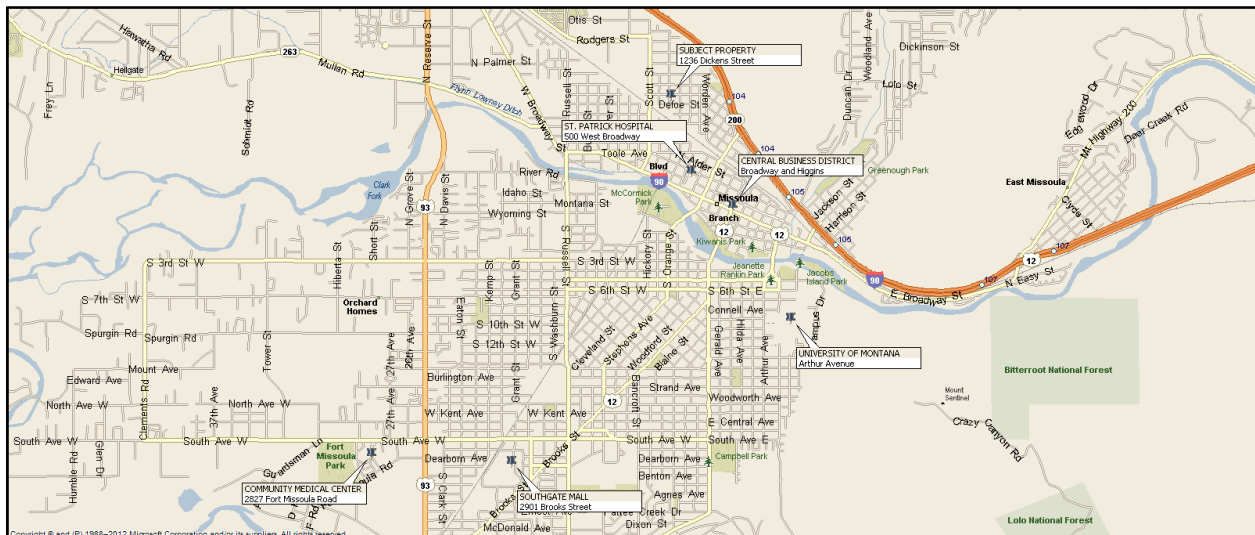
According to the Missoula County Clerk and Recorder's Office, the subject property is owned by the City of Missoula and has been for many years.

Regarding the history of the property, to the best of our knowledge the site has never been improved.

## **Location of the Property**

The subject property is located in the northern portion of the City of Missoula. More specifically, the actual subject property street address is 1236 Dickens Street, Missoula, Missoula County, Montana. The zip code is 59802.

A map showing the general location of the property relative to Missoula follows.



**SUBJECT PROPERTY GENERAL AREA MAP**

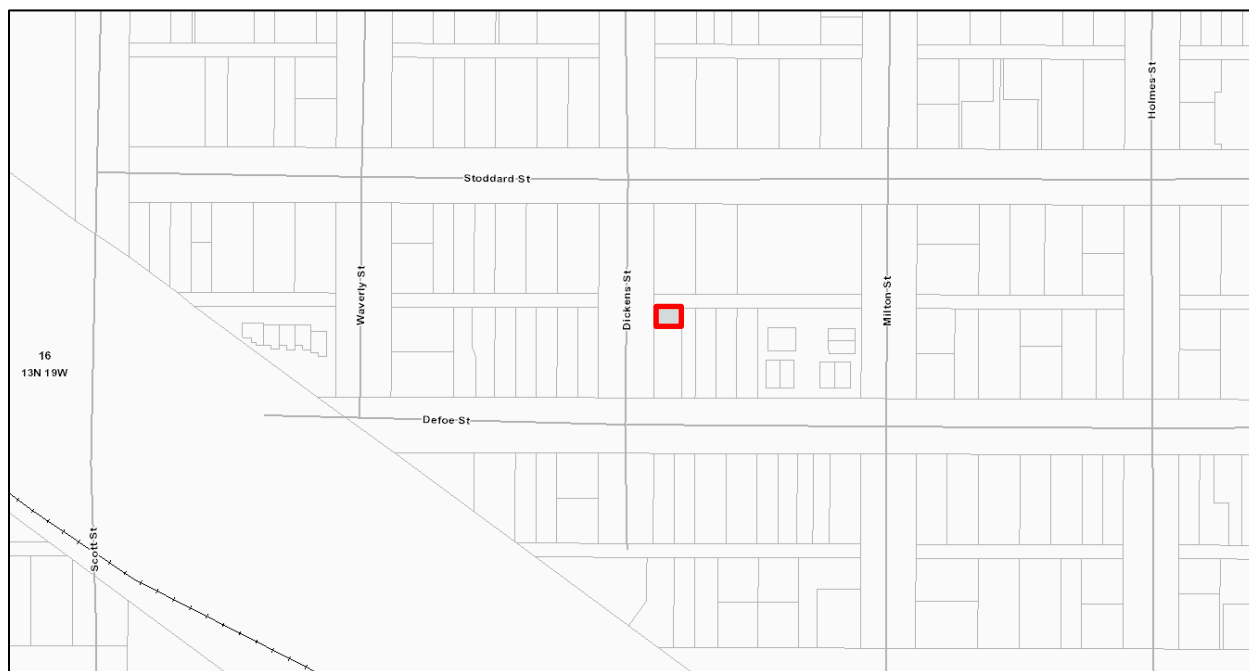
The location of the subject property is illustrated by a Subject Property General Area Map, a Subject Property Location and Neighborhood Map, and a Subject Property Aerial Photograph (Google Earth) in the Addenda of this report.

## **Legal Description**

Based on the information available, the legal description of the site is as follows:

School Addition, S16, T13N, R19W, Block 23, Lot A.

A subject property site map follows as obtained from the State of Montana Cadastral website:



**SUBJECT PROPERTY SITE MAP**

### **Definition of an Appraisal**

As recognized by the 14<sup>th</sup> Edition of the Appraisal Institute's *The Appraisal of Real Estate*, the following definition of an appraisal is hereby presented to aid the reader in understanding exactly what is meant by the term:

**Appraisal:** The act or process of developing an opinion of value.

### **Intended User of the Appraisal Report**

The intended users of this product are our client, the City of Missoula.

## **Intended Use of the Appraisal Report**

The intended use of this appraisal report is to assist our client in establishing the **market value** of the subject property to be used in conjunction with a potential sale of the property.

## **Scope of the Appraisal**

**General Information:** The client in this assignment is the City of Missoula and our point of contact is Mr. Dennis Bowman, Deputy Public Works Director – Utilities, City of Missoula.

Regardless of who pays for this appraisal, the intended user is the client(s) only. This appraisal may not be appropriate for other users. Therefore, this appraisal may not be used for relied on by anyone other than the stated intended user(s), regardless of the means of possession of this report, without our express written consent. We, the firm of Kembel, Kosena & Company, Inc., and related parties assume no obligation, liability, or accountability to any third party without such written consent.

We have diagnosed the intended user(s) problem and have generated the following primary appraiser information as a means of assisting in its solution: an opinion of **market value** of the unencumbered fee simple estate, the related exposure time, and the highest and best use.

The property was identified by the client providing the name of the property owner and the general location of the site. This information was used to access the DOR property record card (PRC).

The opinion of **market value** is as of the most recent date of observation, August 19, 2020.

The property rights appraised are the unencumbered fee simple estate.

This appraisal is intended to conform to the supplemental standards associated with an “appraisal” as defined by the Federal Banking Regulatory Agencies.

Considering the subject property is vacant land, the sales comparison approach is considered most relevant and, therefore, the only approach we fully developed in this appraisal assignment.

Within the sales comparison approach, an overall dollars per square foot (\$/sf) technique was developed for the property. Given the unique physical characteristics of the subject property site and the perceived lack of utility to anyone other than an adjacent property owner, the data set for this approach involves just two closed sales.

We are competent in terms of training and experience in the type of property and market area that is the subject of this appraisal, the analytical methods used, and the use(s) of the appraisal.

Much of the scope of work is discussed throughout the report (limiting conditions, general assumptions, final reconciliation, etc.).

This appraisal is intended to comply with *USPAP*, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and local State laws.

For appraisal purposes, an extraordinary assumption is defined in *USPAP* as follows:

**Extraordinary Assumption:** An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

This appraisal employs no extraordinary assumptions.

Per the same source, a hypothetical condition is defined as:

**Hypothetical Condition:** A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purposes of analysis.

Similarly, no hypothetical conditions were considered in this appraisal assignment.

**Subject Property Data Gathering:** The subject property's data was obtained from research, interviews, an on-site property observation, and from plans and specifications (when available).

The DOR PRC was obtained directly from the DOR and the most recent transferring document was obtained from the Missoula County Clerk and Recorder's Office. The zoning was checked from a map published by the City of Missoula Office of Development Services which is reportedly kept current. The flood zone information was also checked through the City of Missoula Office of Development Services. The local multiple listing service (MLS) was searched for previous sales and listings of the subject property.

An on-site observation was conducted on August 19, 2020.

In conjunction with this appraisal, we did drive through the neighborhood noting types of properties, their ages, and conditions.

The secondhand information was verified depending on the perceived credibility of the initial source. In most cases, the initial source was considered to be credible and reliable.

**Market Data Gathering:** The data was located through a search of the local MLS and a network of professional associates including real estate agents and brokers and other real estate appraisers. Generally speaking, the data researched is current within the past five years.

The sales price, date of sale, and days on market information were found either on the MLS sheet or through the interview process. Recording documents show buyer and seller information as well as date of sale. As a non-disclosure state, actual sales price information is not available through either the State of Montana or local counties. PRCs, the local MLS system, and office files were checked for the previous sales of the comparable sale properties.

The physical characteristics were gathered from the local MLS system, the PRC, as well as from a visual observation taken from curb-side of each comparable used in conjunction with this appraisal. In some cases, office files are referenced if this firm



has previously appraised one of the properties being considered as a comparable in this report.

Most all of the secondhand data was corroborated from at least two sources. Transfer documents, PRCs, and the local MLS were used to check completeness and consistency.

**Analysis:** The valuation approach which was considered herein includes just the sales comparison approach.

**Sales Comparison Approach:** Within the sales comparison approach, sales of similar (to varying degrees given the size and location of the subject property and the limitations of the small market) properties were researched. The sales comparison analysis was based on local data and the unit of comparison that we considered was the overall dollars per square foot (\$/sf). Other units of measure that are sometimes considered for land valuation are dollars per acre (\$/acre), typically used for larger and more rural tracts, and dollars per front foot (\$/ff), typically used for waterfront parcels, etc.

The results of our research efforts culminated in two closed sales that were considered to be reasonable comparables and which were felt to result in a reliable indicator of current **market value**. Other sales were considered in the analysis but were removed from direct consideration for various reasons.

The sale properties were analyzed and compared to the subject property, differences recognized, and adjustments made (to the extent that the available data will allow). Overall, the indication of current **market value** by this approach was felt to be reasonable and reasonably well supported by the data available.

### **Purpose of the Appraisal and Definition of Market Value**

The purpose of this appraisal is to estimate the **market value** of the subject property. **Market value**, as defined by the Appraisal Standards Board of The Appraisal Foundation for the purposes of the *USPAP* and used in this report, is:

**Market Value:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994.

### **Date of Valuation**

The estimate of **market value** is as of the most recent date of observation, August 19, 2020.

### **Exposure Time**

Exposure time is always presumed to precede the effective date of the appraisal. Exposure time is defined as follows in the 6<sup>th</sup> Edition of *The Dictionary of Real Estate*

*Appraisal* as published by the Appraisal Institute:

**Exposure Time:** 1. the time a property remains on the market; and 2. the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at **market value** on the effective date of the appraisal.

The typical method of estimating exposure times is to investigate exposure times of comparable sales. The logic being that if the sales are current and comparable, the exposure time expectation for the subject property should be within the range indicated by the comparable sales, if the subject property was made available for sale and priced reasonably and competitively.

In this case, in an effort to estimate a reasonable exposure time for the subject property, we have relied mainly on the reported exposure times of the sales presented for consideration in the sales comparison approach. Based mainly on this data as well as significant anecdotal information including numerous real estate agent and broker interviews, we have concluded that a reasonable exposure time for the subject property would be approximately six months to one year assuming that the property would be actively marketed at a reasonable and competitive price.

### **Marketing Time**

Unlike exposure time, the marketing time estimate is prospective in nature. Marketing time is defined as:

**Marketing Time:** An opinion of the amount of time it might take to sell a real or personal property interest at the concluded **market value** level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

This definition is also per the 6<sup>th</sup> Edition of *The Dictionary of Real Estate Appraisal* as published by the Appraisal Institute.

Given the date of this report, September 4, 2020, and the current worldwide health and economic crisis as a result the COVID-19 virus, it seems reasonable to expect that a marketing time in excess of the estimated exposure time would be reasonable, i.e., more than one year.

### **Property Rights Appraised**

The property rights being appraised are the unencumbered fee simple estate.

According to the 6<sup>th</sup> Edition of the Appraisal Institute's *The Dictionary of Real Estate Appraisal*:

**Fee Simple Estate:** Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

No responsibility for the marketability of the title of the subject property in this report is assumed.

### **Regional, City, and Neighborhood Data and Analysis**

This section of the report has been intentionally omitted due to the summary nature of this report as well as the client's familiarity with the region, city, and neighborhood.

### **Property Description**

The following description of the subject property is based on our research of the records of the State of Montana and Missoula County as well as a thorough property observation. Again, due to the summary nature of this report and the maps and photographs included in the Addenda of this report as exhibit items, this narrative discussion of the property is admittedly and intentionally brief.



### Site:

Per the DOR, the site totals  $\pm 1,200$  sf.

The property fronts Dickens Street to the west and a public alley to the north. The adjacent properties to the south and east are private.

Topography is level and at grade with adjacent streets and developments.

The property is zoned RM1-45 Residential District.

As an urban parcel, all utilities are available and to the site.

The property is not located in any designated flood hazard area. The flood hazard area map which pertains to the subject property is Panel No. 30063C1195E.

Based on our research, the subject property has minimal, if any, development potential as a result of the zoning requirements.

For the purposes of this report, the soils have not been independently studied nor do we make any representation as to their suitability. However, based on existing developments in the area, it appears that the soils in the area offer adequate load-bearing qualities for most types of development. There do not appear to be any drainage problems associated with the site.

On the issue of soil degradation, an Environmental Site Assessment Report has not been performed. **It is assumed there are no environmental concerns related to the subject. We are not qualified to detect hazardous materials or toxic waste.** Any environmental risk discovered at a later date may or may not require a revised estimate of value, which may or may not simply be a reduction of the value by the estimated cost-to-cure of the environmental condition. Properties known to have environmental risk may carry a stigma in the marketplace, which may or may not affect the value. For more specific environmental site information, it is recommended that, at a minimum, a



phase one audit be completed by a qualified soils engineer.

**Site Improvements:**

None.

**Structural Improvements:**

None.

**Taxes and Assessments**

The following tabulation details the parcel number, assessed value, and current property taxes for the subject property.

TABULATION OF SUBJECT PROPERTY TAXES AND ASSESSMENTS				
PARCEL NO.	GEO CODE	LAND AREA (SF)	ASSESSED VALUE	2019 PROPERTY TAXES
5830561	04-2200-16-4-35-06	1,200	\$111,340	\$1,013.25

Complete copies of the DOR records and the Missoula County 2019 real property tax bill is retained in our office work file.

Worth noting, the aforementioned property taxes include various other properties owned by the City of Missoula.

**Highest and Best Use**

The following definition of highest and best use is taken from the 14th Edition of the Appraisal Institute's *The Appraisal of Real Estate*:

**Highest and Best Use:** The reasonably probable and legal use of vacant land or an unimproved property that is physically possible, legally permissible, appropriately supported, financially feasible, and that results in the highest value.

Implied in this definition is the recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners.

Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (**market value**), another appropriate term to reflect highest and best use would be most "probable use." In the context of investment value, an alternative term would be most "profitable use."

### **As Though Vacant:**

In considering the highest and best use of the subject property, as though vacant and available to be developed to its highest and best use, we gave consideration to any and all uses to which the property is capable of being adapted, or developed, if vacant and unimproved.

The five categories of use recognized are residential, commercial, industrial, agricultural, and special-purpose.

The residential classification typically includes single family residences, duplexes, and four-plexes.

Commercial developments generally include such things as office buildings, retail centers, restaurants, hotels, motels, and multi-family housing developments.

The industrial classification includes such uses as manufacturing parks, warehouses, etc.

Agricultural land uses include cropland, pastureland, timberland, and orchards.

The special-purpose use refers to properties with unique design, or construction, which restricts their utility to the intended use for which they were built and generally includes such things as schools, churches, parks, museums, airports, etc.

Consideration must be given to these uses, recognizing the limitations imposed by the four generally-accepted criteria for highest and best use. These are physically possible, legally permissible, financially feasible, and maximally productive. To elaborate on these, physically possible recognizes such factors as size, shape, area, terrain, and utilities available.

Legally permissible involves restrictions such as homeowners associations, zoning regulations, building codes, historic district controls, and environmental regulations.

Financially feasible relates to all uses that are expected to produce a positive return.

Maximally productive relates to those uses which satisfy the other three criteria and produce the highest price or value consistent with the return expected by investors in the area.

**Legally Permissible:** This criterion relates to zoning designations or other governmental restrictions for the site, but also recognizes any declaration of covenants, conditions, or restrictions. Conservation easements would be included here as legally limiting the potential development of a property.

Currently, the subject property is zoned RM1-45 Residential District. As the name implies, this zoning district allows mainly for residential uses with some commercial potential.

Furthermore, this zoning requires a minimum parcel size of  $\pm 3,000$  sf. As was mentioned before, as this minimum parcel size is larger than the subject property land area, this parcel has minimal, if any, development potential. As such it seems that the property offers very little, if any, benefit to anyone other than an adjacent landowner that may be able to increase development density on their property by assembling the subject property.

To the best of our knowledge, there are no other legal considerations that would limit the potential of the sites, i.e., covenants, deed restrictions, easements (including conservation easements), etc.

**Physically Possible:** The physical features of a site which may affect the potential use(s) include, but are not limited to, location, frontage, size, shape, access, availability of utilities, easements, soils and subsoils, topography, and designated flood hazard considerations.

The subject property involves a land area of  $\pm 1,200$  sf located in the northern portion of the City of Missoula. Land uses in the immediate area are mostly residential and include a mix of single family residential, townhouse residential, and multi-family residential.

Overall, the property is felt to have good physical attributes for many, but not all, types of development. Those uses that are felt to be culled out at this point include potential developments with large land requirements, i.e., agricultural.

**Financially Feasible and Maximally Productive:** Financial feasibility relates to the investment in the land producing a positive return to the investor, or developer. A positive return to the investment suggests a financially feasible use of the property. This may be a cash return or a return as measured by the utility of the land to the owner.

The highest, or maximum, return on the investment indicates the maximum productivity of the property. This factor is more difficult to measure, as different investors may have differing return requirements. In the case of vacant land, this may be measured by the highest price the land will bring when exposed to the open market.

**Conclusion:** Recognizing the subject's site size, the location, the topography, the current local and national economy, and especially the demand for property in the area, it is our opinion that the highest and best use of the property, as if vacant, would be for assemblage with an adjacent property.

**As Improved:**

Recognizing that the subject property involves vacant land, this subsection of highest and best use is not applicable.

## **Property Valuation**

The appraisal process is a systematic process in which the problem is defined, the work necessary to solve the problem is planned, and the data involved is acquired, classified, analyzed, and interpreted into an estimate of value.

There are three traditional, or generally-accepted, techniques used in estimating the **market value** of real property. These are generally referred to as the cost approach, the sales comparison approach, and the income capitalization approach.

The cost approach is an estimation of the value of the land, as if vacant and available to be developed to its highest and best use, by market comparisons to which the depreciated, or contributory, value of the improvements is added.

The sales comparison approach is a technique that produces an indication of value by a direct comparison of similar property types that have recently sold, to the subject property; appropriate adjustments for differences are made when and where necessary.

The income capitalization approach produces a value indication by capitalizing the net income, or earning power, of the property by a rate reflected by market transactions or behaviors.

The three approaches to value do not necessarily apply to all types of property. A decision must be made whether a particular approach is applicable in each instance. The key to this decision is whether or not the approach is practical as a yardstick of market performance, or merely a theoretical application. These observations are particularly pertinent in the appraisal of properties in transition to a higher and better use, as well as special use properties where value-in-use is more applicable than **market value**.

In this case, recognizing the type of property under consideration in this appraisal assignment, we have concluded that just the sales comparison approach is pertinent to the process.

## **Sales Comparison Approach**

According to the 14<sup>th</sup> Edition of the Appraisal Institute's *The Appraisal of Real Estate*,

**Sales Comparison Approach:** The process of deriving a value indication for the subject property by comparing similar properties that have been recently sold with the property being appraised, identifying appropriate units of comparison, and making adjustments to the sales prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.

Inherent to the sales comparison approach is the principle of substitution. According to the 14<sup>th</sup> Edition of the Appraisal Institute's *The Appraisal of Real Estate*,

**Principle of Substitution:** The appraisal principle that states that when several similar or commensurate commodities, goods, or services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.

Before getting into the actual valuation analysis, we first want to point out that it is our experience that, in our small market, a bracketing technique works well. Contemporary appraisal texts have begun to recognize bracketing as a valuation technique. Overall, we are of the opinion that the bracketing technique recognizes the imperfect data found in the marketplace. The 14<sup>th</sup> Edition of the Appraisal Institute's *The Appraisal of Real Estate* defines bracketing as:

**Bracketing:** A process in which an appraiser determines a probable range of values for a property by applying qualitative techniques of comparative analysis to a group of comparable sales. The array of comparables may be divided into three groups - those superior to the subject, those similar to the subject, and those inferior to the subject. The adjusted sale prices reflected by the sales requiring downward adjustment and those requiring upward adjustment refine the



probable range of values for the subject and identify a value bracket in which the final value opinion will fall.

Because of the many variables involved in comparing sale properties to the subject property, the importance of the appraiser's judgment and opinion becomes obvious. In other words, the sales themselves do not alone directly indicate a value for the subject property, but these sales, once totally analyzed and correlated with experience and judgment, do help us appraisers in our final value estimate.

### **Last Sale of the Subject Property:**

At this juncture, before discussing the comparisons and analyses of the improved sales, we typically first discuss and analyze the most recent sale of the subject property. In this case, the subject property has been in the current ownership for many years.

### **Site Valuation:**

Land sales with similar amenities located within the immediate neighborhood of the subject property allow for the best comparison and value conclusion. In comparison to the subject property, factors considered include property rights, terms of the sale, location, size, frontage, shape, zoning, topography, etc.

The unit of comparison used in this analysis is based upon a \$/sf. To determine this indication, the sales price (or estimated contributory value of the land) is divided by the total size of the land (in square feet).

$$\frac{\text{confirmed sales price}}{\text{size in square feet}} = \$/\text{sf indication}$$

Regarding the sales themselves and the adjustment process, it has been our experience that all sales differ somewhat from one another. To the extent possible, the differences should be recognized and adjusted for based on the data available. However, in the market it is often difficult, and sometimes impossible, to accurately isolate a given factor. In short, one very seldom finds sale properties which are identical in all respects but one, and thus is able to prove conclusively the value, or lack of, for any one factor due to a difference in sale price. Often, there are positive and

negative factors which offset each other. Nevertheless, the differences in values are real and an attempt, based on as much fact as can be found, will be made to determine the value of these factors. Then, the appraiser may call upon his/her experience to make more subjective judgments. The following generalities are cited to acquaint the reader with a background for our reasoning and judgment to follow:

- ❖ value increases per unit of comparison as the size of the parcel decreases;
- ❖ value tends to decrease as distance from an urban center increases (an exception to this generalization might be certain recreational properties);
- ❖ value tends to decrease as the topography becomes steeper, more rocky, more barren, more arid, etc.;
- ❖ value tends to decrease as access becomes more difficult;
- ❖ value tends to increase with amenities such as creek or lake frontage, or a good view; and
- ❖ value tends to increase when zoning allows greater density and/or a more optimum use of the land.

Obviously, the inverse may be said of each of these statements.

The data set relates to two sales in Missoula. While two sales are thought to represent a bare minimum, fortunately, after confirmation these two sales are believed to be extremely comparable to the subject property.

Rather than tabulate two sales, we would submit that a brief narrative of the sales is more appropriate.



**Land Sale No. 1:** This land sale took place during July of 2018 and involved an assemblage parcel located along the north side of Burlington Avenue.

The sale property involved  $\pm 3,125$  sf of vacant land that was zoned RM2.7.

The site has an existing irrigation ditch which occupies  $\pm 100\%$  of the property and, therefore, had minimal, if any, development potential.

The property sold for \$3,500 which indicates  $\pm$  **\$1.12/sf**.

The sale was memorialized with a Warranty Deed recorded as Document No. 201812300, a copy of which was reviewed for appraisal purposes and is retained in our office work file.

The buyer motivation was for assemblage to their residential property to the west.



**Land Sale No. 2:** This July 2011 land sale involved an assemblage parcel of  $\pm 3,175$  sf located along the north side of South 2<sup>nd</sup> Street West. The land was zoned RM2.7 but due to topographical issues was felt to have little value to anyone other than an adjacent property owner.

The confirmed sales price was \$5,000 which indicates **\$1.57/sf**.

The sale was memorialized with a Warranty Deed recorded as Document No. 201110959, a copy of which was reviewed for appraisal purposes and is retained in our office work file.

The buyer motivation was for assemblage to their residential property to the east.

**Correlation and Conclusion of Site Valuation:**

Having identified and analyzed what we feel are the best sales in the local market for the purposes of this analysis, we must now reconcile the data into an indication of value for the subject property land area. Typically, the data set would be analyzed on a tabulation/adjustment grid in an attempt to recognize and quantify those specific adjustments that are felt to pertain when we compare the comparable sale properties to the subject property. In this case, the data set of two sales neither lends itself nor warrants an adjustment grid. That said, recognizing a slight adjustment upward for size, we have concluded that the information is very supportive of the following value conclusion:

$\pm 1,200 \text{ sf at } \$1.60/\text{sf} = \$1,920$ , rounded to **\$2,000**.

## **Certification**

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct;
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions and conclusions;
- We have no present or prospective interest in the property that is the subject of this report and have no personal interest or bias with respect to the parties involved;
- We have not performed any services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results;
- Our compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal;
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *USPAP*;
- We made a personal observation of the property that is the subject of this report; and

- Rhesa E. Sutton Weston, Research Assistant, provided significant real property appraisal assistance to the persons signing this certification;
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
- As of the date of this report, Kraig P. Kosena has completed the continuing education program for Designated Members of the Appraisal Institute; and
- As of the date of this report, Megan L. Garland has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.

By reason of our investigations, studies, and analyses, an opinion has been formed that the current **market value** of the subject property, as of August 19, 2020, assuming a reasonable marketing time of greater than one year, is as follows:

**Two Thousand Dollars**

**(\$2,000)**



Megan L. Garland, Candidate for Designation  
REA-RAG-LIC-9314



Kraig P. Kosena, MAI  
REA-RAG-LIC-225



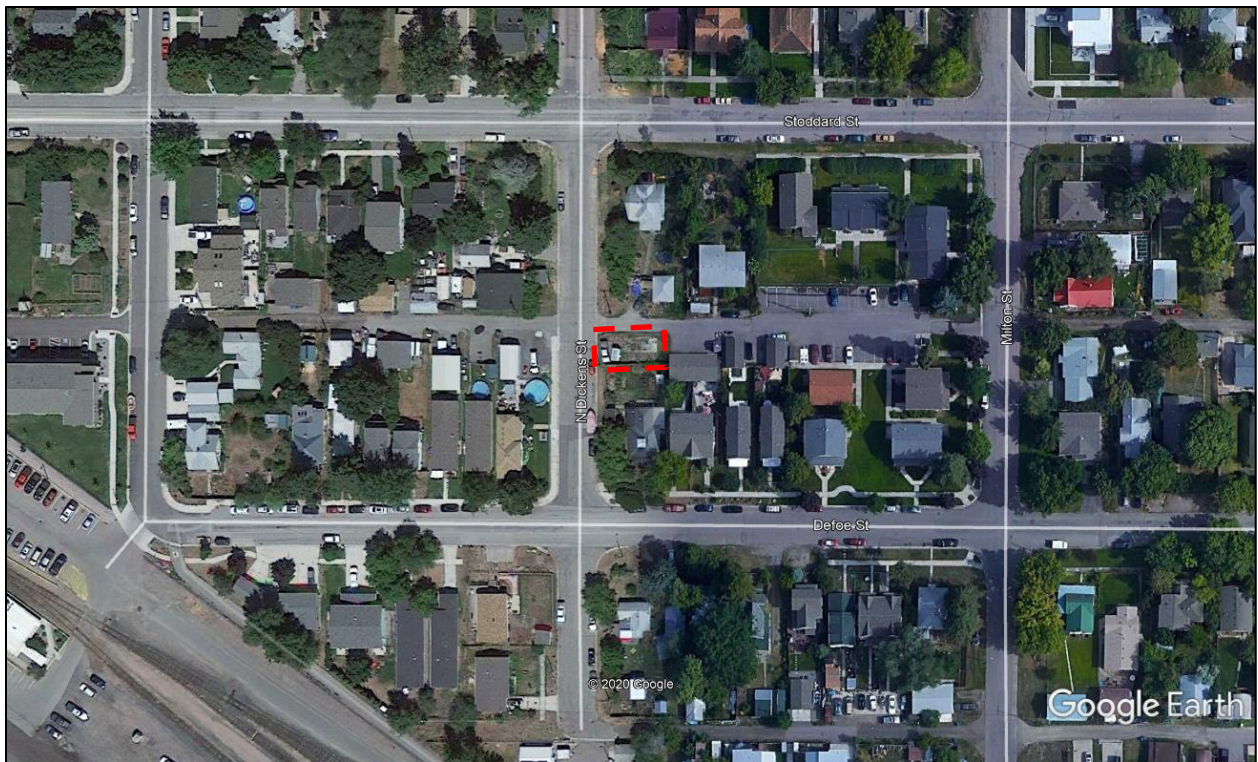
## **ADDENDA**

This map of Missoula, Montana, illustrates the city's layout with major roads and landmarks. The subject property is located at 1236 Dickens Street, highlighted in a grey box. Other key locations include St. Patrick Hospital at 500 West Broadway, the University of Montana at Arthur Avenue, and Southgate Mall at 2901 Brooks Street. The map also shows the Missoula International Airport, downtown areas, and surrounding natural features like the Lolo and Bitterroot National Forests. Major roads such as Highway 93, Highway 12, and Highway 200 are clearly marked.

# SUBJECT PROPERTY NEIGHBORHOOD MAP







**SUBJECT PROPERTY AERIAL PHOTOGRAPH (GOOGLE EARTH)**



## Subject Property Photographs

1236 Dickens Street, Missoula, Missoula County, Montana

### Photograph No. 1

#### Description:

Street scene facing southerly along Dickens Street.

#### Date Taken:

8/19/20



### Photograph No. 2

#### Description:

Site overview facing southeasterly.

#### Date Taken:

8/19/20



## **Appraiser's Qualifications - Megan L. Garland**

**Business Experience:** Since July 2013 I have been employed by the full-service appraisal and consulting firm of Kembel, Kosena & Company, Inc. in Missoula, Montana. Having begun as a Research Assistant and transitioned to an Appraiser Trainee, I became a Certified General Appraiser in the State of Montana in 2017. I am currently a candidate for designation with The Appraisal Institute working with Kraig P. Kosena, MAI, as my mentor.

In December 2009 I earned a Bachelor of Science Degree in Business Administration with an emphasis in Finance from the University of Montana.

**Clients:** The following is a partial, representative client list.

Bank of Montana	TrailWest Bank
Farmers State Bank	First Interstate Bank, N.A.
First Security Bank	Glacier Bank
Stockman Bank	Treasure State Bank

**Education:** The following is a summary of real estate appraisal related educational offerings that I have attended.

Graduate of the University of Montana

AI Course	Uniform Standards of Professional Appraisal Practice
AI Course	Basic Appraisal Principles
AI Course	Basic Appraisal Procedures
AI Course	General Appraiser Sales Comparison Approach
AI Course	Real Estate Finance, Statistics Valuation Modeling
AI Course	Online Business Practices and Ethics
AI Course	General Appraiser Income Approach - Part 1
AI Course	General Appraiser Income Approach - Part 2
AI Course	General Appraiser Market Analysis and Highest & Best Use
AI Course	General Appraiser Site Valuation and Cost Approach
AI Course	Advanced Income Capitalization
AI Course	General Appraiser Report Writing and Case Studies
AI Course	Quantitative Analysis



AI Course	Uniform Appraisal Standards for Federal Land Acquisitions
AI Course	Advanced Concepts & Case Studies
AI Course	Advanced Market Analysis and Highest and Best Use

**Certifications:**

Montana Certified General Real Estate Appraiser (Certification No. REA-RAG-LIC-9314)



**State of Montana**  
Business Standards Division  
Board of Real Estate Appraisers

This certificate verifies licensure as:

**CERTIFIED GENERAL APPRAISER**

**REA-RAG-LIC-9314**

Status: **Active**  
Expires: **03/31/2021**

**MEGAN LYNN GARLAND**  
**KEMBEL KOSENA & COMPANY INC**  
**PO BOX 16653**  
**MISSOULA, MT 59808**



Montana Department of  
**LABOR & INDUSTRY**  
RENEW OR VERIFY YOUR LICENSE AT:  
<https://ebiz.mt.gov/pol>

## **Appraiser's Qualifications - Kraig P. Kosena, MAI**

**Business Experience:** Since June 1996 I have been operating my own full-service appraisal and consulting firm known as Kembel, Kosena & Company, Inc. in Missoula, Montana.

From January 1989 to May 1996 I was employed by R.D. Kembel & Associates, Inc., a full-service real estate appraisal and consulting firm also in Missoula, as an Associate Appraiser. My appraisal work included mainly commercial, agricultural, subdivision, conservation easement, and right-of-way appraisals.

In January 1987 I enlisted in the United States Navy and received an honorable discharge in December 1988.

From May until December 1986 I worked as an Associate Appraiser for R.D. Kembel & Associates, Inc.

**Clients:** The following is a partial, representative client list.

Bank of Montana	Bitterroot Valley Bank
Farmers State Bank	First Interstate Bank, N.A.
First Security Bank	Garlington, Lohn & Robinson, PLLP
Glacier Bank	Missoula Federal Credit Union
Missoula International Airport Authority	Montana Department of Transportation
Mountain West Bank	Rocky Mountain Bank
Stockman Bank	Sullivan, Tabaracci & Rhoades, PC
Treasure State Bank	US Bank
Washington Trust Bank	Worden Thane, PC

Fee appraising for various other banks, attorneys, and private parties.

**Education:** The following is a summary of real estate appraisal related educational offerings that I have attended.

Graduate of the University of Montana  
Real Estate Fundamentals - University of Montana

AI Course 101	An Introduction to Appraising Real Property
AI Course SPP	Standards of Professional Practice
AI Course 1BA	Capitalization Theory and Techniques, Part A
AI Course 1BB	Capitalization Theory and Techniques, Part B
AI Course 540	Report Writing & Valuation Analysis
AI Course 550	Advanced Applications
AI Course 700	The Appraiser as an Expert Witness
AI Course 833	Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets
AI Course	General Appraiser Market Analysis and Highest & Best Use
AI Seminar	Rates, Ratios & Reasonableness
AI Seminar	Non-Residential Demonstration Appraisal Report Writing
AI Seminar	Subdivision Analysis
AI Seminar	Timberland Valuation
AI Seminar	Eminent Domain and Condemnation Appraising
AI Seminar	Small Hotel/Motel Valuation
AI Seminar	Sales Comparison Valuation of Small Mixed-Use Properties
AI Seminar	Litigation Skills for the Appraiser
AI Seminar	Partial Interest Valuation - Divided
AI Seminar	Partial Interest Valuation - Undivided
AI Seminar	Case Studies in Commercial Highest and Best Use
AI Seminar	Regression Analysis in Appraisal: Concepts and Applications
AI Seminar	Appraisal Review
AI Seminar	Uniform Standards for Federal Land Acquisitions (Yellow Book)
AI Seminar	Evaluating Commercial Construction
AI Seminar	The Professional's Guide to the Uniform Residential Appraisal Report
AI Seminar	Business Practices and Ethics
AI Seminar	Appraisal Curriculum Overview (2-Day General)
AI Seminar	Introduction to Valuation for Financial Reporting
AI Seminar	Using Spreadsheet Programs in Real Estate Appraisals
AI Seminar	The Discounted Cash Flow Model: Concepts, Issues and Applications
AI Seminar	Water Rights
AI Seminar	Practical Regression Using Microsoft Excel

**Certifications:**

Member of the Appraisal Institute (MAI No. 10,933)

Montana Certified General Real Estate Appraiser (Certification No. REA-RAG-LIC-225)

**Community Involvement:**

Volunteer, Hugh O'Brian Youth Leadership Foundation

Former President, Missoula Exchange Club

Former Member, Board of Directors, Missoula Exchange Club

Former Banquet Committee Volunteer, Rocky Mountain Elk Foundation

Guest Speaker, University of Montana Business School

**Court Experience:**

I have qualified in State and Federal Court as an expert witness in the matter of real estate valuation.

**Other:**

Education Chairman, Montana Chapter of the Appraisal Institute

Former President, Montana Chapter of the Appraisal Institute

Former Member, Board of Directors, Montana Chapter of the Appraisal Institute

Ex-Officio Member and Chairman, Montana Board of Real Estate Appraisers (Governor appointment)



**State of Montana**  
Business Standards Division  
Board of Real Estate Appraisers

**REA-RAG-LIC-225**

Status: **Active**  
Expires: **03/31/2021**

This certificate verifies licensure as:

**CERTIFIED GENERAL APPRAISER**

Supervises: DANE WILLEY

With endorsements of:

\* *REAL ESTATE APPRAISER MENTOR*

**KRAIG P KOSENA  
KEMBEL KOSENA AND CO INC  
PO BOX 16653  
MISSOULA, MT 59808**



Montana Department of  
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**APPRAISAL, VALUATION AND PROPERTY SERVICES  
PROFESSIONAL LIABILITY INSURANCE POLICY**

**DECLARATIONS - MONTANA**

**Aspen American Insurance Company**

(Referred to below as the "Company")  
590 Madison Avenue, 7th Floor  
New York, NY 10022  
877-245-3510

Date Issued

Policy Number

Previous Policy Number

8/21/2020

AAI002470-06

AAI002470-05

THIS IS A **CLAIMS** MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE **CLAIMS** THAT ARE FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE **EXTENDED REPORTING PERIOD**, IF APPLICABLE, FOR A **WRONGFUL ACT** COMMITTED ON OR AFTER THE **RETROACTIVE DATE** AND BEFORE THE END OF THE **POLICY PERIOD**. **CLAIMS EXPENSES** ARE INCLUDED IN, WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF LIABILITY. PLEASE READ THE POLICY CAREFULLY.

1. Customer ID: 147463  
Named **Insured**:  
KEMBEL, KOSENA & COMPANY, INC.  
Kraig P. Kosena, MAI  
432 West Spruce Street, #101  
Missoula, MT 59802
2. **Policy Period**: From: 09/08/2020 To: 09/08/2021  
12:01 A.M. Standard Time at the address stated in 1 above.
3. **Deductible**: \$1000 Each Claim
4. **Retroactive Date**: 09/08/1999
5. **Inception Date**: 09/08/2015
6. **Limits of Liability**:  
A. \$1,000,000 Each Claim  
B. \$2,000,000 Aggregate  
  
Subpoena Response: \$5,000 Supplemental Payment Coverage  
Pre-Claim Assistance: \$5,000 Supplemental Payment Coverage  
Disciplinary Proceeding: \$12,500 Supplemental Payment Coverage  
Loss of Earnings: \$500 per day Supplemental Payment Coverage

7. **Covered Professional Services (as defined in the Policy and/or by Endorsement):**

Real Estate Appraisal and Valuation:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Residential Property:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Commercial Property:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Bodily Injury and Property Damage Caused					
During Appraisal Inspection (\$100,000 Sub-Limit):	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	(If "yes", added by endorsement)
Right of Way Agent and Relocation:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Machinery and Equipment Valuation:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Personal Property Appraisal:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	(If "yes", added by endorsement)
Real Estate Sales/Brokerage:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	(If "yes", added by endorsement)

8.	Report <b>Claims</b> to: LIA Administrators & Insurance Services, 800-334-0652, P.O. Box 1319, 1600 Anacapa St, Santa Barbara, California 93101
9.	<b>Annual Premium:</b> <b>\$2,109.00</b>
10.	<b>Forms attached at issue:</b> LIA002 (04/19) LIA MT (09/19) LIA012 (05/19) LIA164 (05/19) LIA165 (05/19)

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named **Insured** and the Company.

08/21/2020

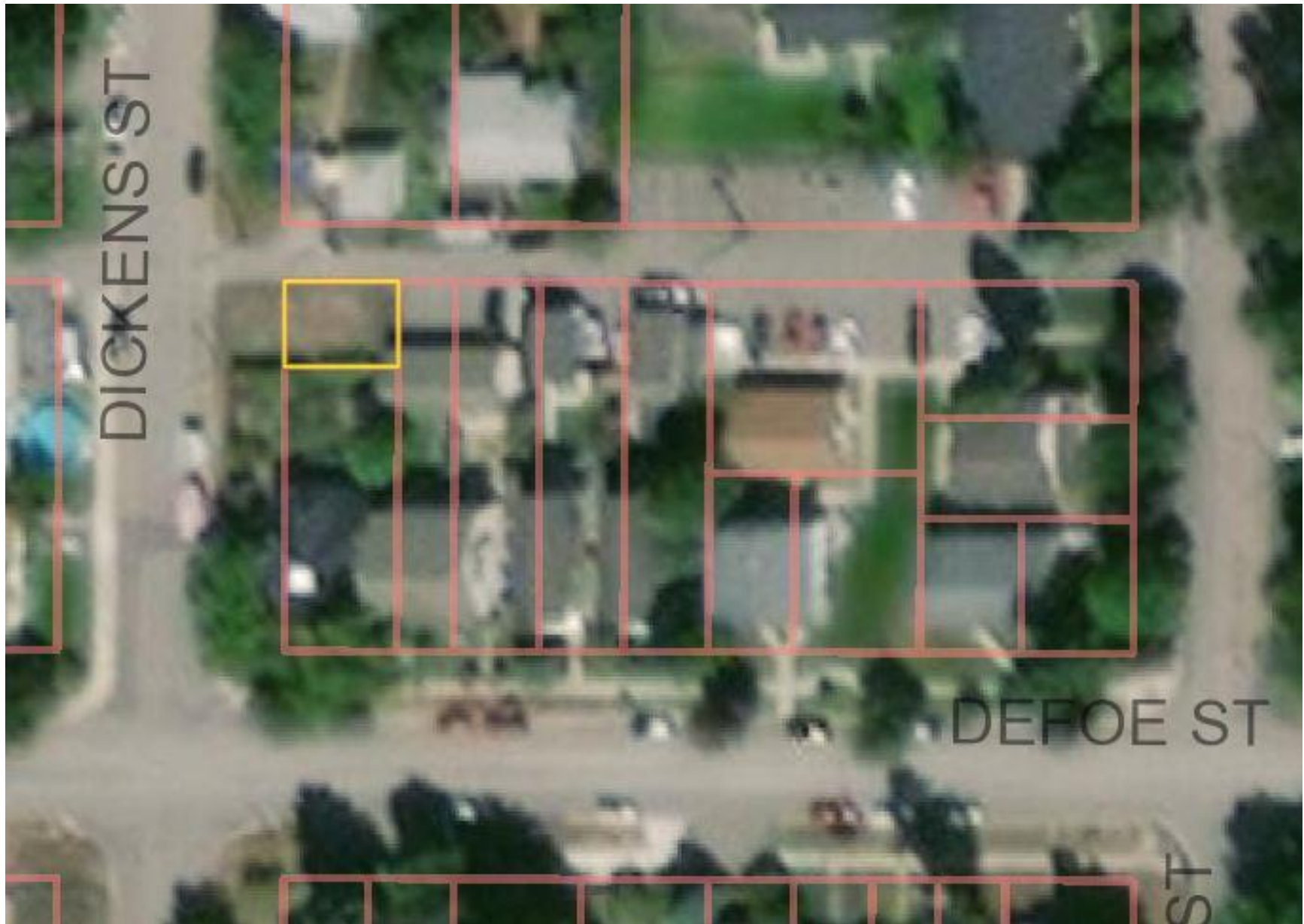
Date



By \_\_\_\_\_

Authorized Representative

1236 North Dickens Street



**RESOLUTION NUMBER \_\_\_\_\_**

**A resolution of the Missoula City Council to authorize the sale of the real property located in the City of Missoula consisting of Lot A, Amended Plat of School Addition Block 23, Lots 11 and 12, a platted subdivision in the City of Missoula, Montana, according to the official plat thereof.**

**WHEREAS**, the City owns the property located at 1236 North Dicken Street, described above, and shown on Exhibit A, attached to this Resolution (the "Property"); and

**WHEREAS**, the City acquired the Property as part of the condemnation of the assets of Mountain Water Company, and as a result, it is an asset of the City water utility; and

**WHEREAS**, the City water utility's Facility Needs Assessment determined that the Property is no longer necessary for the utility; and

**WHEREAS**, the City conducted an appraisal of the Property, which determined the Property to have a market value of \$2,000; and

**WHEREAS**, the City has received an offer to buy the Property for the appraised value; and

**WHEREAS**, Section 7-8-4201, Montana Code Annotated, provides that a city may sell, dispose of, donate or lease any property belonging to the city by resolution approved by two-thirds vote of all members of the council.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Missoula, Montana, that the Property described above is approved for sale consistent with the buy-sell agreement attached as Exhibit B, and the Mayor is authorized to execute any documents necessary to effectuate the sale of the Property.

**BE IT FURTHER RESOLVED** that the proceeds from the sale of the Property shall be deposited in the Water Enterprise Fund to be used by the water utility.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Martha L. Rehbein  
City Clerk

\_\_\_\_\_  
John Engen  
Mayor

(SEAL)

**Exhibit A – Map of Property Location**

## **Exhibit B – Buy-Sell Agreement**





**City of Missoula, Montana**  
**Item to be Referred to City Council Committee**

**Committee:** Public Works

**Item:** Agreement with Aimee Kendrick for the sale of 247 Pattee Creek Drive

**Date:** February 16, 2021

**Sponsor(s):** Ross Mollenhauer

**Prepared by:** Katie Emery

**Ward(s) Affected:**

<input type="checkbox"/> Ward 1	<input checked="" type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input type="checkbox"/> All Wards	<input type="checkbox"/> N/A

---

**Action Required:**

Approve an agreement with Aimee Kendrick for the sale of 247 Pattee Creek Drive.

**Recommended Motion(s):**

I move the City Council: Approve and authorize the Mayor to sign an agreement with Aimee Kendrick for the sale of 247 Pattee Creek Drive for a cost of \$180,000.00.

**Timeline:**

Referral to committee:	February 22, 2021
Committee discussion:	February 24, 2021
Council action (or sets hearing):	March 1, 2021
Public Hearing:	N/A
Deadline:	N/A

**Background and Alternatives Explored:**

Missoula Water would like to sell the property at 247 Pattee Creek Drive due to the fact that the utility no longer has a use for this property. Previously the utility used this property for a public water supply well and utility building. Several years ago, the Crestline tanks were identified as in poor shape and were removed. The installation of a pressure relief valve and additional water storage at Hillview allowed the utility to abandon these tanks. As such, the well located at Pattee Creek Drive was no longer necessary. In January of this year, Missoula Water completed the abandonment of the well, capping of the water main that tied to this well, and the removal of the utility building.

Missoula Water worked with Lambros realtors, Annelise Hedahl and Jennifer Barnard, to list this property. These realtors were selected through an RFQ process in November. An appraisal was also performed by Kembel, Kosena & Company, Inc. in September 2020, which declared a market value for this property of \$180,000.00. Aimee Kendrick will be purchasing the property at current market value with an all cash offer. Aimee Kendrick owns the property immediately adjacent to the property being sold.

Missoula Water also reached out to the City's Department of Community, Planning, Development, and Innovation as to the suitability for affordable housing on this parcel. The answer was that this

property is not well suited for an affordable housing project, due to its size, shape and lack of subsidies.

The attached exhibit shows the size and location of the property.

**Financial Implications:**

The \$180,000.00 will be allocated back to the Water Enterprise Fund.

**Links to external websites:**

N/A

# **BUY-SELL AGREEMENT (Land)** (Including Earnest Money Receipt)



**This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If not understood, seek competent advice.**

Date: 02/09/2021  
Aimee Kendrick  
 as ☐ joint tenants with rights of survivorship, ☐ tenants in common, ☒ single in his/her own right, ☐ other  
 (hereafter the "Buyer") agrees to purchase, and the Seller agrees to sell the  
 following described real property (hereafter the "Property") commonly known as  
247 Pattee Creek Dr 59801  
 in the City of Missoula, County of Missoula, Montana, legally described  
 as:  
 WILLOWS ADDITION FARVIEW HOMESITES, S33, T13 N, R19 W, BLOCK 1, 12018 SQUARE FEET, REMAINDER OF  
 LOT 22

TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other  
 appurtenances thereto, uncut timber and non-harvested crops and all improvements thereon except: \_\_\_\_\_

**PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition,  
 are included and shall be transferred by the bill of sale: \_\_\_\_\_

**PURCHASE PRICE AND TERMS:**

\$ 180,000.00 Purchase Price: One Hundred Eighty Thousand (U.S. Dollars)  
 \$ 20,000.00 Earnest Money (credited to Buyer at closing)  
 \$ 160,000.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows  
 (check one):  
☒ All cash at closing (no financing contingency); **OR**  
☐ Additional cash down payment at closing in the minimum amount of:  
☐ \$ \_\_\_\_\_ **OR** ☐ \_\_\_\_\_ % of the Purchase Price.  
 Balance to be financed as indicated below:  
☐ Conventional ☐ Other Financing ☐ Seller Financing ☐ Assumption ☐ Home Equity  
☐ Other \_\_\_\_\_

Proof of funds attached.

**CLOSING DATE:** The date of closing shall be (date) 02/18/2021 (the "Closing Date"). The parties may, by  
 mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date specified. The  
 Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the purchase in  
 accordance with this Agreement. If third-party financing is required by the terms of this Agreement (including  
 assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not  
 more than NA days to accommodate delays attributable solely to such third-party financing.

**POSSESSION:** Seller shall deliver to Buyer possession of the Property and allow occupancy:

☐ when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase; **OR**  
☒ upon recording of the deed or notice of purchaser's interest, **OR**  
☐ \_\_\_\_\_

Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, garage door opener(s),  
 and Homeowner's Association facilities, if applicable.

[ak]

Buyer's Initials

Seller's Initials

**EARNEST MONEY: (check one)**

☐ Broker/Salesperson acknowledges actual receipt of earnest money in the amount as set forth herein as evidenced by:

☐ Cash or ☐ Check.

Broker/Salesperson: Shannon Hilliard

(name printed)

(signature acknowledging receipt of earnest money)

☒ Buyer agrees to provide earnest money in the amount as set forth herein within 2 days of the date all parties have signed this Agreement. Earnest money may be made by check, cash or wire transfer and shall be held in trust by title company of seller's choice. If Buyer fails to provide earnest money as set forth herein, buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid forfeited.

**FINANCING CONDITIONS AND OBLIGATIONS:**

**BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down payment and closing costs to close this sale in accordance with this Agreement and are not relying upon any contingent source of such funds unless otherwise expressly set forth herein.

**LOAN APPLICATION:** If Buyer fails to make written application for financing and pay to the lender any required fees, apply for assumption of an existing loan or contract, or initiate any action required for completion of a contract for deed by 5:00 pm (Mountain Time) (date) NA. Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.

**CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have been released, waived, or satisfied, and the transaction shall continue to closing, unless by 5:00 pm (Mountain Time) on the date specified for each contingency, the party requesting that contingency has notified the other party or the other party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has notified the other party on or before the release date that a contingency is not released, waived or satisfied, this transaction is terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.

**FINANCING CONTINGENCY:**

☐ This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing Date this Agreement is terminated and the earnest money will be refunded to the Buyer.

**APPRAISAL CONTINGENCY:**

☐ Property must appraise for at least ☐ the Purchase Price OR at least ☐ \$ \_\_\_\_\_. If the Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within \_\_\_\_\_ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; OR

☐ This Agreement is contingent upon the Property appraising for at least ☐ the Purchase Price OR at least ☐ \$ \_\_\_\_\_. Release Date: \_\_\_\_\_

[ak]

Buyer's Initials

Seller's Initials



150 **CONVEYANCE:** The Seller shall convey the real property by warranty  
 151 deed, free of all liens and encumbrances except those described in the title insurance commitment, as approved by  
 152 Buyer. The Seller shall convey the personal property by Bill of Sale.

153  
 154 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including statements of  
 155 claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches,  
 156 ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the  
 157 Property, except: \_\_\_\_\_

158  
 159 Filing or transfer fees will be paid by ☐ Seller, ☐ Buyer, **OR** ☐ split equally between Buyer and Seller.  
 160 Documents for transfer will be prepared by \_\_\_\_\_

161  
 162 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer  
 163 of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for  
 164 updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in  
 165 the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section  
 166 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.

167  
 168 **NATURAL WATER BODIES AND LAND PRESERVATION DISCLOSURE:** Buyers of property in the State of  
 169 Montana should be aware that some properties contain or are adjacent to streams, rivers, wetlands, floodplains and  
 170 other water bodies. It is the general policy of the State of Montana that natural water bodies and the lands  
 171 immediately adjacent to them are to be protected and preserved to be available in their natural or existing state, and  
 172 to prohibit unauthorized projects related thereto. Property owners should consult their local soil conservation board, a  
 173 land use professional, or other qualified advisor, regarding any applicable local, state or federal regulations, including  
 174 permitting or other approvals, before working in or around any streams, rivers, wetlands, floodplains or other water  
 175 bodies, including vegetation removal.

176  
 177 **MINERAL RIGHTS:** "Mineral rights" as defined in this Agreement (which may be different than the definition under  
 178 Montana law) is a term used to describe the rights the owner of those rights has to use, mine, and/or produce any or  
 179 all of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc. lying below the surface of property.  
 180 These mineral rights may be separate from the rights a property owner has for the surface of a property. In some  
 181 cases, these mineral rights have been transferred to a party other than the property owner and as a result the  
 182 subsurface mineral rights have been severed from the property owner's surface rights. If the mineral rights have been  
 183 severed from the surface rights, the owner of the mineral rights has the right to enter the land and occupy it in order to  
 184 mine the minerals even though they don't own the property. The undersigned Buyer acknowledges and agrees that  
 185 neither the Seller nor the brokerage firms, brokers and salespersons involved in the transaction anticipated by this  
 186 Agreement warrant or make any representations concerning the mineral rights, if any, for this Property and that  
 187 neither the Seller nor the brokerage firms, brokers and salespersons involved in the Buyer's purchase of the Property  
 188 have conducted an inspection or analysis of the mineral rights to and for the Property.

189  
 190 **CLOSING FEE:** The fee charged by the individual or company closing the transaction will be paid by ☐ Seller  
 191 ☐ Buyer ☒ Equally Shared.

192  
 193 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish  
 194 Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American  
 195 Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase  
 196 additional owner's title insurance coverage in the form of "Extended Coverage" or "Enhanced Coverage" for an  
 197 additional cost to the Buyer. It is recommended that Buyer obtain details from a title company.

198  
 199 **CONDITION OF TITLE:** All mortgages, judgements and liens shall be paid or satisfied by the Seller at or prior to  
 200 closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or  
 201 other adverse title conditions will be placed against the title to the Property subsequent to the effective date of the  
 202 preliminary title commitment approved by the Buyer.

[aK]

Buyer's Initials

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 Buy-Sell Agreement (Land), June 2020  
 Page 4 of 8

Seller's Initials



**DEPOSIT OF FUNDS BY BROKER/SALESPERSON:** All parties agree, unless otherwise expressly stated herein, that the earnest money and any other real estate funds in Broker's/Salesperson's possession shall be deposited or delivered within 1 days of receipt, or the date all parties have signed this Agreement, whichever occurs later. The parties agree that accrued interest, if any, shall be payable to the holder of the funds and that sums so paid are consideration for services rendered.

**SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction to be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified intermediary or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange, notwithstanding the prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and Non-Assignability" section below.

**SPECIAL IMPROVEMENT DISTRICTS AND ASSOCIATION SPECIAL ASSESSMENTS:** All Special Improvement Districts (including rural SIDs), and all special or non-recurring assessments of any non-governmental association, including those that have been noticed to Seller by City/County but not yet spread or currently assessed or that have been approved but not yet billed or assessed, will be assumed by Buyer at closing unless otherwise agreed.

**PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement District and association special assessments for the current tax year, as well as prepaid rents, water and sewer system charges, heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees, as of the date of closing unless otherwise agreed.

**CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller will remove all personal property not included in this sale prior to closing.

**NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the state of Montana should be aware that some properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an owner of property, contact either your local County extension agent or Weed Control Board.

**MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information please contact the local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers assigned to the area.

**BUYER'S REMEDIES:** (A) If a Seller fails to accept the offer contained in this Agreement within the time period provided in the BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.

(B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:

- (1) Demand immediate repayment of any earnest money paid by the Buyer, and upon the return of such money, the rights and duties of Buyer and Seller under this Agreement shall be terminated; **OR**
- (2) Demand that Seller specifically perform Seller's obligation under this Agreement; **OR**
- (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

**SELLER'S REMEDIES:**

If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction within the time period provided in this Agreement, the Seller may:

- (1) Declare the earnest money paid by Buyer be forfeited whereupon the rights and duties of the Buyer and Seller under this Agreement shall be terminated; **OR**
- (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; **OR**
- (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

[aK]

Buyer's Initials

Seller's Initials

**BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.

**FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides for the withholding of tax upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount realized (usually the sales price) does not exceed \$300,000 and the Buyer intends to use the property as a residence. If the Seller is a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is required to deduct and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the Internal Revenue Service unless the transfer of the property satisfies an exception provided for in Section 1445 of the Internal Revenue Code.

**AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT:** The Agricultural Foreign Investment Disclosure Act of 1978 (AFIDA) requires any foreign person who acquires or transfers any interest, other than a security interest, in agricultural land to submit a report to the Secretary of Agriculture not later than 90 days after the date of the acquisition or transfer. If Buyer or Seller is or may be considered a foreign person under the AFIDA they are advised to consult with an appropriate professional concerning any reporting that may be required by the AFIDA.

**CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, and Brokers/Salespersons and their attorneys, agent, and other parties having interests essential to this Agreement, of any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar documents concerning this Property or underlying obligations pertaining thereto.

**WIRE FRAUD ALERT:** Criminals are hacking email accounts of title companies, real estate agents, settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. The emails may look legitimate but they are not. Buyer and Seller are advised **NOT** to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Buyer and Seller should **NOT** send personal information such as social security numbers, bank account numbers and credit card numbers through email.

**RISK OF LOSS:** All loss or damage to any of the above-described real property or personal property to any cause is assumed by Seller through the time of closing unless otherwise specified.

**TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.

**BINDING EFFECT AND NON-ASSIGNABILITY:** This Agreement is binding upon the heirs, successors and assigns of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's express written consent.

**ATTORNEY FEES:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine just.

**COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with this transaction is an integral part of this Agreement.

**FAX/COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a signature transmitted by fax or other electronic means will be enforceable against any party who executes the Agreement and transmits the signature by fax or other electronic means. The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic means in accordance with the Montana Uniform Electronic Transaction Act.

[ak]

Buyer's Initials

Seller's Initials

313 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments  
 314 signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other  
 315 written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the  
 316 Seller and Buyer.

317  
 318 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the earnest  
 319 money and things of value held by the Broker, closing agent, or any person or entity holding such money or property,  
 320 unless mutual written instructions are received by the holder of the earnest money and things of value, Broker or  
 321 closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or closing  
 322 agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a Court of  
 323 competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to advance the  
 324 cost and fees required for filing such action.

325  
 326 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):

- 327 ☐ Contingency for Sale of Buyer's Property ☐ Back-up Offer  
 328 ☐ Addendum for Additional Provisions  
 329 ☐ Water Rights Acknowledgement  
 330 ☐  
 331 ☐

332  
 333 **RELATIONSHIP CONFIRMATION:** The parties to this Agreement confirm that the real estate licensees identified  
 334 hereafter have been involved in the capacities indicated below and the parties have previously received the required  
 335 statutory disclosures setting forth the licensees' duties and the limits of their obligations to each party:

336  
 337 Annelise N Hedahl of ERA Lambros Real Estate  
 338 (name of licensee) (name of brokerage company)

339  
 340 25172 3011 American Way Missoula MT 59808  
 341 (licensee's Montana license number) (brokerage company address)

342  
 343 anneliseh@eralambros.com  
 344 (licensee email address) (brokerage company phone number)

345  
 346 (406) 546-6979  
 347 (licensee phone number)

348 is acting as ☒ Seller's Agent ☐ Dual Agent ☐ Statutory Broker

349  
 350 Shannon Hilliard of Ink Realty Group  
 351 (name of licensee) (name of brokerage company)

352  
 353 13858 148 South Avenue West Missoula MT 59801  
 354 (licensee's Montana license number) (brokerage company address)

355  
 356 hilliardteam@gmail.com 406-728-8270  
 357 (licensee email address) (brokerage company phone number)

358  
 359 4062398350 (406) 239-8350  
 360 (licensee phone number)

361 is acting as ☒ Buyer's Agent ☐ Dual Agent ☐ Statutory Broker  
 362 ☐ Seller's Agent (includes Seller's Sub-Agent)

[AK]

Buyer's Initials

Seller's Initials

**BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement he/she has examined the subject real and personal property and represents that Buyer ☒ has OR ☐ has not physically visited the Property in person prior to the execution of this Agreement; has entered into this Agreement in full reliance upon his/her independent investigation and judgments and has read and understood this entire Agreement.

**BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set forth in the above offer and grant to said Broker/Salesperson until (date) 02/11/2021, at 11 ☒ am ☐ pm (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller has not accepted by the time specified, this offer is automatically withdrawn. I/We hereby acknowledge receipt of a copy of this Agreement bearing my/our signature(s).

Authentisign  
Aimee Kendrick Date: 02/09/2021 at 12:22 PM ☐ am ☐ pm (Mountain Time)  
 Buyer's Signature

Name Printed: Aimee Kendrick

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_  
 Date: \_\_\_\_\_ at \_\_\_\_\_ ☐ am ☐ pm (Mountain Time)

Buyer's Signature

Name Printed: \_\_\_\_\_

Address (if different): \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**SELLER'S COMMITMENT:**

I/We agree to sell to Buyer the above-described Property on the terms and conditions herein above stated. I/We hereby acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.

\_\_\_\_\_  
 Date: \_\_\_\_\_ at \_\_\_\_\_ ☐ am ☐ pm (Mountain Time)

Seller's Signature

Name Printed: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_  
 Date: \_\_\_\_\_ at \_\_\_\_\_ ☐ am ☐ pm (Mountain Time)

Seller's Signature

Name Printed: \_\_\_\_\_

Address (if different): \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

☐ Modified per the attached Counter Offer:

\_\_\_\_\_  
 Seller's Initials / Date Seller's Initials / Date

☐ Rejection of this offer by Seller (no counter offer is being made):

\_\_\_\_\_  
 Seller's Initials / Date Seller's Initials / Date

**NOTE:** Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

# **RELATIONSHIPS/CONSENTS IN REAL ESTATE TRANSACTIONS** **(Combined Explanation and Disclosure)**



**THIS IS A RELATIONSHIP DISCLOSURE REQUIRED BY MONTANA LAW.**  
**NEITHER THE EXECUTION OF THIS DOCUMENT NOR ANYTHING CONTAINED IN THIS DOCUMENT SHALL**  
**BE CONSTRUED AS CREATING A BINDING CONTRACT OR OTHER AGREEMENT BETWEEN THE PARTIES.**

Date: 02/09/2021

## **Definition of Terms and Description of Duties**

### **A "Seller Agent" is obligated to the Seller to:**

- act solely in the best interests of the seller, except that a seller agent, after written disclosure to the seller and with the seller's written consent, may represent multiple sellers of property or list properties for sale that may compete with the seller's property without breaching any obligation to the seller;
- obey promptly and efficiently all lawful instructions of the seller;
- disclose all relevant and material information that concerns the real estate transaction and that is known to the seller agent and not known or discoverable by the seller unless the information is subject to confidentiality arising from a prior or existing agency relationship on the part of the seller agent with a buyer or another seller;
- safeguard the seller's confidences;
- exercise reasonable care, skill, and diligence in pursuing the seller's objectives and in complying with the terms established in the listing agreement;
- fully account to the seller for any funds or property of the seller that comes into the seller agent's possession; and
- comply with all applicable federal and state laws, rules, and regulations.

### **A "Seller Agent" is obligated to the Buyer to:**

- disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are known to the seller agent, except that the seller agent is not required to inspect the property or verify any statements made by the seller;
- disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of information regarding adverse material facts that concern the property;
- act in good faith with a buyer and a buyer agent; and
- comply with all applicable federal and state laws, rules, and regulations.

### **A "Buyer Agent" is obligated to the Buyer to:**

- act solely in the best interests of the buyer, except that a buyer agent, after written disclosure to the buyer and with the buyer's written consent, may represent multiple buyers interested in buying the same property or properties similar to the property in which the buyer is interested or show properties in which the buyer is interested to other prospective buyers without breaching any obligation to the buyer;
- obey promptly and efficiently all lawful instructions of the buyer;
- disclose all relevant and material information that concerns the real estate transaction and that is known to the buyer agent and not known or discoverable by the buyer, unless the information is subject to confidentiality arising from a prior existing agency relationship on the part of the buyer agent with another buyer or a seller;
- safeguard the buyer's confidences;
- exercise reasonable care, skill, and diligence in pursuing the buyer's objectives and in complying with the terms established in the buyer broker agreement;
- fully account to the buyer for any funds or property of the buyer that comes into the buyer agent's possession; and
- comply with all applicable federal and state laws, rules and regulations.

### **A "Buyer Agent" is obligated to the Seller to:**

- disclose any adverse material facts that are known to the buyer agent and that concern the ability of the buyer to perform on any purchase offer;
- disclose to the seller or the seller agent when the buyer agent has no personal knowledge of the veracity of information regarding adverse material facts that concern the ability of the buyer to perform on any purchase offer;
- act in good faith with a seller and a seller agent; and
- comply with all applicable federal and state laws, rules and regulations.

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 Relationships/Consents in Real Estate Transactions, October 2019  
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Initial AK

**DUAL AGENCY** IF A SELLER AGENT IS ALSO REPRESENTING A BUYER OR A BUYER AGENT IS ALSO REPRESENTING A SELLER WITH REGARD TO A PROPERTY, THEN A DUAL AGENCY RELATIONSHIP MAY BE ESTABLISHED. IN A DUAL AGENCY RELATIONSHIP, THE DUAL AGENT IS EQUALLY OBLIGATED TO BOTH THE SELLER AND THE BUYER. THESE OBLIGATIONS MAY PROHIBIT THE DUAL AGENT FROM ADVOCATING EXCLUSIVELY ON BEHALF OF THE SELLER OR BUYER AND MAY LIMIT THE DEPTH AND DEGREE OF REPRESENTATION THAT YOU RECEIVE. A BROKER OR A SALESPERSON MAY NOT ACT AS A DUAL AGENT WITHOUT THE SIGNED, WRITTEN CONSENT OF BOTH THE SELLER AND THE BUYER.

A **"Dual Agent"** is obligated to a seller in the same manner as a seller agent and is obligated to a buyer in the same manner as a buyer agent, except that a dual agent:

- has a duty to disclose to a buyer or seller any adverse material facts that are known to the dual agent, regardless of any confidentiality considerations; and
- may not disclose the following information without the written consent of the person to whom the information is confidential;
  - (i) the fact that the buyer is willing to pay more than the offered purchase price;
  - (ii) the fact that the seller is willing to accept less than the purchase price that the seller is asking for the property;
  - (iii) factors motivating either party to buy or sell; and
  - (iv) any information that a party indicates in writing to the dual agent is to be kept confidential.

A **"Statutory Broker"** is not the agent of the buyer or seller but nevertheless is obligated to them to:

- disclose to:
  - (i) a buyer or a buyer agent any adverse material facts that concern the property and that are known to the statutory broker, except that the statutory broker is not required to inspect the property or verify any statements made by the seller; and
  - (ii) a seller or a seller agent any adverse material facts that are known to the statutory broker and that concern the ability of the buyer to perform on any purchase offer;
- exercise reasonable care, skill, and diligence in putting together a real estate transaction, and
- comply with all applicable federal and state laws, rules and regulations.

An **"Adverse material fact"** means a fact that should be recognized by a broker or salesperson as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real property and may be a fact that:

- (i) materially affects the value, affects structural integrity, or presents a documented health risk to occupants of the property; or
- (ii) materially affects the buyer's ability or intent to perform the buyer's obligations under a proposed or existing contract.

"Adverse material fact" does not include the fact that an occupant of the property has or has had a communicable disease or that the property was the site of a suicide or felony.



87 **Disclosures/Consents**

88 The undersigned Broker/Salesperson hereby discloses the relationship(s) as checked below, and the undersigned  
89 Seller or Buyer acknowledges receipt of such disclosure(s) and consents to the relationship(s) disclosed.  
90

91 **Check all the Applicable Relationship(s):**

92  
93 ☐ **Seller Agent**

- 94 ☐ By checking this box, the undersigned  
95 consents to the Broker/Salesperson  
96 representing multiple sellers of property that  
97 may compete with the Seller's property.  
98 ☐ Seller consents to Broker/Salesperson  
99 potentially acting as a dual agent.

100  
101 ☐ **Dual Agent**

102 ☐ **Statutory Broker**

103  
104 ☒ **Buyer Agent**

- 105 ☒ Buyer consents to the Broker/Salesperson  
106 representing multiple buyers interested in the  
107 same or similar properties in which Buyer is  
108 interested and showing properties in which  
109 Buyer is interested to other prospective buyers.  
110 ☒ Buyer does NOT consent to  
111 Broker/Salesperson representing other  
112 buyers in submitting offers which may  
113 compete with Buyer's offer on the SAME  
114 property  
☒ Buyer consents to Broker/Salesperson  
potentially acting as a dual agent.

Authentisign

*Aimee Kendrick*

02/09/2021

☐ Seller ☒ Buyer Date

Aimee Kendrick

☐ Seller ☐ Buyer Date

Authentisign

*Shannon Hilliard*

02/09/2021

Broker/Salesperson Date

Shannon Hilliard

**NOTE:** Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.

# BUYER BROKER AGREEMENT – Short Form



1 Date: 02/09/2021

2

3 The Buyer(s), identified below, authorize Shannon Hilliard  
 4 (hereafter the "Broker/Salesperson") of Ink Realty Group (company)  
 5 to act as their Broker/Salesperson to locate real estate of the type and on the terms and conditions described  
 6 below. Buyer(s) shall not be obligated to directly compensate the undersigned Broker/Salesperson for their efforts  
 7 on behalf of the Buyer(s). Buyer(s) consent to the Broker/Salesperson receipt of compensation from a cooperating  
 8 Broker or Seller. In this regard, the Broker/Salesperson is only retained to locate properties on which an offer of  
 9 compensation to them from a cooperating Broker or Seller exists.

10

11 The Civil Rights and Fair Housing Laws of the United States and Montana prohibit housing discrimination on the  
 12 basis of race, religion, sex, national origin, color, handicap, familial status, marital status, age and creed.

13

14 Buyer(s) acknowledges that a seller is not obligated to treat the existence, terms or conditions of an offer which  
 15 may be presented by Buyer(s) as confidential.

16

17 This Agreement is ☐ non-exclusive, Buyer(s) is free to work with other Brokers and/or Salespersons in locating  
 18 real estate, and it may be terminated at will of either party, without cause.

19 OR

20 This Agreement is ☒ exclusive, Buyer(s) will work only with Broker/Salesperson, and this Agreement shall  
 21 terminate on 03/09/2021.

22

23 Buyer(s) hereby affirms that Buyer(s) is not a party to a current, valid exclusive agreement to provide the same  
 24 type of real estate services as set forth in this Agreement.

25

26 Buyer(s) is aware that Broker has not and will not conduct an expert inspection or analysis of any property or its  
 27 condition and makes no representations to Buyer(s) as to the condition of any property that Buyer(s) may be  
 28 interested in purchasing or leasing. Moreover, Buyer(s) understands and acknowledges that Broker does not and  
 29 cannot assure that any house and/or buildings will be satisfactory to Buyer(s) in all respects, that all equipment will  
 30 operate properly or that any property and/or improvements thereon that Buyer(s) is considering purchasing or  
 31 leasing comply with the current building and zoning codes.

32

33 Buyer(s) understands that Broker IS NOT a building inspector, building contractor, structural engineer, electrician,  
 34 plumber, sanitarian, septic or cesspool expert, well driller or well expert, land surveyor, civil engineer, flood plain or  
 35 water drainage expert, roofing contractor or roofing expert, accountant, attorney, title examiner or expert in  
 36 identifying hazardous waste and/or toxic materials. Buyer(s) understands that it is Buyer(s)' responsibility to be  
 37 informed and to be certain that any property is satisfactory to Buyer(s) in every respect. Buyer(s) is strongly  
 38 encouraged to obtain professional inspections of any property that Buyer(s) may be interested in purchasing or  
 39 leasing to provide Buyer(s) an in-depth, unbiased evaluation of any such property.

40

41 The type of real property and the terms and conditions are generally set out as follows:

42

42 Size: \_\_\_\_\_

43

43 Location: \_\_\_\_\_

44

44 Price: \_\_\_\_\_

45

45 Other Terms and/or Conditions: \_\_\_\_\_

46

46 Special Requirements: \_\_\_\_\_

47

47 \_\_\_\_\_

48

48 \_\_\_\_\_

49 **WIRE FRAUD ALERT:** Criminals are hacking email accounts of title companies, real estate agents, settlement  
 50 attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the  
 51 criminal. The emails may look legitimate but they are not. Buyer(s) and Seller(s) are advised **NOT** to wire any funds  
 52 without personally speaking with the intended recipient of the wire to confirm the routing number and the account  
 53 number. Buyer(s) and Seller(s) should **NOT** send personal information such as social security numbers, bank  
 54 account numbers and credit card numbers through email.

55  
 56 The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic  
 57 means in accordance with the Montana Uniform Electronic Transaction Act.

58	<small>Authentication</small> Aimee Kendrick	02/09/2021	<small>Authentication</small> Shannon Hilliard	02/09/2021
59	Buyer's Signature	Date	Broker's/Salesperson's Signature	Date
60	Aimee Kendrick		Shannon Hilliard	
61				
62	Buyer's Signature	Date	Broker's/Salesperson's Signature	Date

**NOTE:** Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.



**APPENDIX L - LAND  
Equal Service Report**

**DATE:** 02/09/2021

**CLIENT NAME:** ~~Tory Kendrick~~ Aimee Kendrick

AK  
INITIAL

INITIAL

**I/WE RECEIVED THE "EQUAL OPPORTUNITY HOUSING BROCHURE".**

AK  
INITIAL

INITIAL

**I/WE HAVE REVIEWED THE MLS LISTING AND/OR THE PROPERTY  
PROFILE ON THIS PROPERTY.**

AK  
INITIAL

INITIAL

**OUR AGENT RECOMMENDED WE OBTAIN AN INDEPENDENT  
FEASIBILITY STUDY FOR THE INTENDED LAND USE.**

AK  
INITIAL

INITIAL

**IF WIRE TRANSFERS ARE USED, I/WE WILL ALWAYS RE-VERIFY  
WIRE INFORMATION OBTAINED VIA EMAIL.**

**BUYER SIGNATURE:**

Authentisign  
Aimee Kendrick  
2/9/2021 12:23:09 PM MST

**DATE:**

02/09/2021

**BUYER SIGNATURE:**

**DATE:**

**An Appraisal Report**

**of**

**247 Pattee Creek Drive  
Missoula, Missoula County, MT 59801**

**for**

**Mr. Dennis Bowman, Deputy Public Works Director - Utilities  
City of Missoula  
P.O Box 5388  
Missoula, MT 59806**

**as of**

**August 19, 2020 (Date of Observation)  
September 4, 2020 (Date of Report)**

**by**

**Megan L. Garland and Kraig P. Kosena, MAI  
Kembel, Kosena & Company, Inc.  
West Spruce Commons, 432 West Spruce Street, Suite 101  
P.O. Box 16653  
Missoula, MT 59808-6653**

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## INTRODUCTION

**KEMBEL, KOSENA & COMPANY, INC.**

**REAL ESTATE APPRAISERS & CONSULTANTS**

September 4, 2020

Mr. Dennis Bowman, Deputy Public Works Director - Utilities  
City of Missoula  
P.O. Box 5388  
Missoula, MT 59806

Re: The appraisal of the property located at 247 Pattee Creek Drive, Missoula,  
Missoula County, Montana.

Dear Dennis:

In accordance with your request for an appraisal report setting forth the **market value** of the property under study, we are submitting the following report containing 54 pages.

The value opinion reported below is qualified by certain assumptions, limiting conditions, certifications, and definitions, which are set forth in the report. We particularly call your attention to the following extraordinary assumptions and hypothetical conditions:

extraordinary assumptions: this appraisal employs no extraordinary assumptions; and

hypothetical conditions: this appraisal employs no hypothetical conditions.

Based on the information gathered, the property under study is described legally on page 14 of this report.

The property rights appraised are the unencumbered fee simple estate. We assume no responsibility for the marketability of the title.

Mr. Dennis Bowman

September 4, 2020

To the best of our knowledge, this report is in conformance with the 2020-2021 Edition of the *Uniform Standards of Professional Appraisal Practice (USPAP)* which is effective through December 31, 2021.

An environmental assessment of the property has not been provided and it is assumed there are no environmental concerns related to the subject property. We are not qualified to detect hazardous materials or toxic waste. Any environmental risk discovered at a later date may or may not require a revised estimate of value, which may or may not simply be a reduction of the value by the estimated cost-to-cure of the environmental condition. Properties known to have environmental risk may carry a stigma in the marketplace which may or may not affect the value.

By reason of our investigations, studies, and analyses, an opinion has been formed that the **market value** of the subject property, as of August 19, 2020, assuming a reasonable marketing time of greater than one year, is as follows:

**One Hundred Eighty Thousand Dollars**

**(\$180,000)**

Your attention is invited to the data and discussions that follow and which are the foundations of this conclusion. The information that is retained in our office files, which was used in conjunction with this appraisal report, can be provided to you for an additional fee.

I, the undersigned project appraiser, Kraig P. Kosena, hold the MAI designation and am current in the Continuing Education Program of the Appraisal Institute. My member number is 10,933.

We, Kraig P. Kosena and Megan L. Garland, are licensed by the State of Montana as Certified General Real Estate Appraisers. Our license numbers are 225 and 9314, respectively, and expire March 31, 2021. Our licenses have never been suspended, revoked, canceled, or restricted.

Mr. Dennis Bowman

September 4, 2020

We appreciate the opportunity to be of service to you. Please contact us if you have any questions or if we can be of further service.

Respectfully submitted,  
Kembel, Kosena & Company, Inc.

A handwritten signature in dark ink, appearing to read "Megan Garland", with a long, sweeping horizontal line extending to the right.

Megan L. Garland, Candidate for Designation  
REA-RAG-LIC-9314

A handwritten signature in dark ink, appearing to read "Kraig P. Kosena", with a long, sweeping horizontal line extending to the right.

Kraig P. Kosena, MAI  
REA-RAG-LIC-225

## **Summary of Salient Facts and Conclusions**

Record Owner	:	City of Missoula.
Location of Property	:	247 Pattee Creek Drive, Missoula, Missoula County, Montana.
Property Rights Appraised	:	Unencumbered fee simple estate.
Historical Use	:	Vacant.
Present Use	:	Vacant.
Highest and Best Use		
As Though Vacant	:	Residential development in conformance with existing developments and zoning.
As Improved	:	Not applicable.
Date of Value	:	August 19, 2020.
Date(s) of Observation	:	August 19, 2020.
Date of Report	:	September 4, 2020.
Exposure Time	:	The estimated reasonable exposure time of the subject property is approximately six months to one year.
Marketing Time	:	In excess of exposure time estimate – greater than one year.
Site	:	Per the State of Montana Department of Revenue (DOR), the site totals ± 12,018 sf.  The property fronts Pattee Creek Drive to the north and Park Street to the west. The adjacent properties to the east and south are private

Topography is level and at grade with adjacent streets and developments.

The property is zoned R5.4 Residential District.

As an urban parcel, all utilities are available and to the site.

The property is located in the 0.2% Annual Chance Flood Hazard Zone.

Site Improvements : The site is improved with perimeter fencing. At the direction of the client, any value associated with the site improvements is beyond the scope of this appraisal.

Structural Improvements : The site is improved with two pump houses. As was the case with the existing site improvements, any value associated with the structural improvements is beyond the scope of this appraisal.

**Market Value** by the Sales Comparison Approach - \$180,000.

**Final Indication of Market Value - \$180,000.**



### **Assumptions and Limiting Conditions**

This is to certify that we, in submitting these statements and opinions of value, acted in accordance with and was bound by the following principles, limiting conditions, and assumptions:

- This is an appraisal report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of *USPAP*. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop our opinions of value. Supporting documentation concerning the data, reasoning, and analyses is retained in our file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. We are not responsible for the unauthorized use of this report.
- No responsibility is assumed for matters that are legal in nature nor is any opinion rendered on title of lands appraised.
- Unless otherwise noted, the property has been appraised as though free and clear of all encumbrances.
- All maps, areas, and other data furnished to us have been assumed to be correct. We have not made, or commissioned, a survey of the property.
- Neither the employment to make this appraisal nor the compensation is contingent upon the amount of valuation reported.
- We have made a personal observation of the property that is the subject matter of this report.
- To the best of our knowledge and belief, the statements of fact contained in this appraisal report upon which the analysis, opinions, and conclusions expressed herein are based are true and correct. Furthermore, no important facts have knowingly been withheld or overlooked.

- There shall be no obligation to give testimony or attendance in court by reason of this appraisal with reference to the property in question unless arrangements have been made previously.
- This appraisal report has been made in conformity with and is subject to the requirements of the *Code of Professional Ethics and Standards of Professional Conduct* of the Appraisal Institute and conforms to the *USPAP* adopted by the Appraisal Standards Board of the Appraisal Foundation.
- Disclosure of the contents of this appraisal report is governed by the bylaws and regulations of the Appraisal Institute.
- The liability of the appraisal firm of Kembel, Kosena & Company, Inc. and its employees are limited to the client and to the fee collected. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. We assume no responsibility for any cost incurred to discover or correct any deficiencies of any type present in the property: physically, financially, or legally.
- We have inspected as far as possible, by observation, the lands. However, it was not possible to personally observe conditions beneath the soil. The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.
- It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management: neither inefficient nor super-efficient.
- Unless otherwise stated in this report, we have no knowledge concerning the presence or absence of toxic materials on the subject site. If such are present the value of the property may be adversely affected and re-

appraisal at additional cost maybe necessary to estimate the effects of such.

- The appraisal is based on the premise that, there is full compliance with all applicable federal, state, and local environmental regulations, and laws unless otherwise stated in the report. Further, that all applicable zoning, building, building codes, use regulations, and restrictions of all types have been complied-with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal, and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

Neither all nor any part of the contents of this report (especially the conclusion as to the value, our identity, or the firm with which we are connected) or any reference to the MAI designation and/or the Appraisal Institute shall be disseminated to the public through advertising media, sales media, news media, public relations media, or any other public means of communication without our prior written consent and approval.

## **Privacy Notice**

Pursuant to the *Gramm-Leach-Bliley Act of 1999*, effective July 1, 2001, appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic information. As professionals, we understand that privacy is very important and are pleased to provide this information.

### **Types of Nonpublic Personal Information We Collect:**

In the course of performing appraisals, we may collect what is known as “nonpublic personal information.” This information is used to facilitate the services that we provide and may include the information provided to us.

### **Parties to Whom We Disclose Information:**

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to non-affiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third-party consultants who need to know that information to assist us in providing appraisal services. All of our employees and any third-party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm. A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action.

### **Confidentiality and Security:**

We will retain records relating to professional services that we have provided for a reasonable time so that we are better able to assist you. In order to protect nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic, and procedural safeguards that comply with our professional standards to ensure the security and integrity of information.

Please feel free to call us at any time if you have any questions about the confidentiality of the information that you provide.

## **DESCRIPTION, ANALYSIS, AND CONCLUSION**

## **Record Owner and Brief Property History**

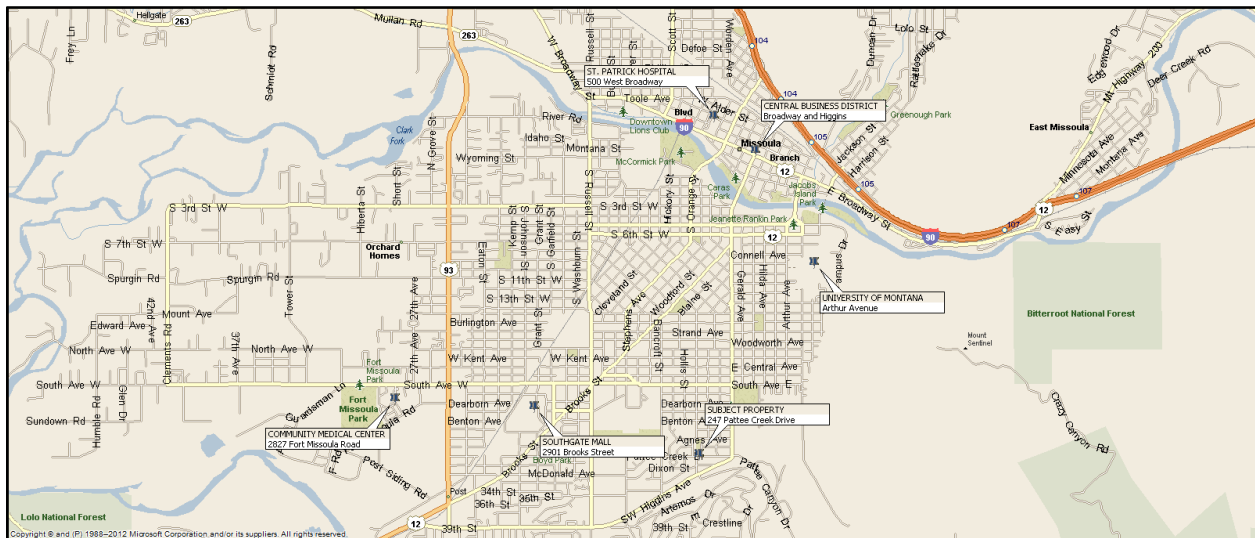
According to the Missoula County Clerk and Recorder's Office, the subject property is owned by the City of Missoula and has been for many years.

Regarding the history of the property, to the best of our knowledge the site has functioned as a pump station for many years.

## **Location of the Property**

The subject property is located in the central portion of the City of Missoula. More specifically, the actual subject property street address is 247 Pattee Creek Drive, Missoula, Missoula County, Montana. The zip code is 59801.

A map showing the general location of the property relative to Missoula follows.



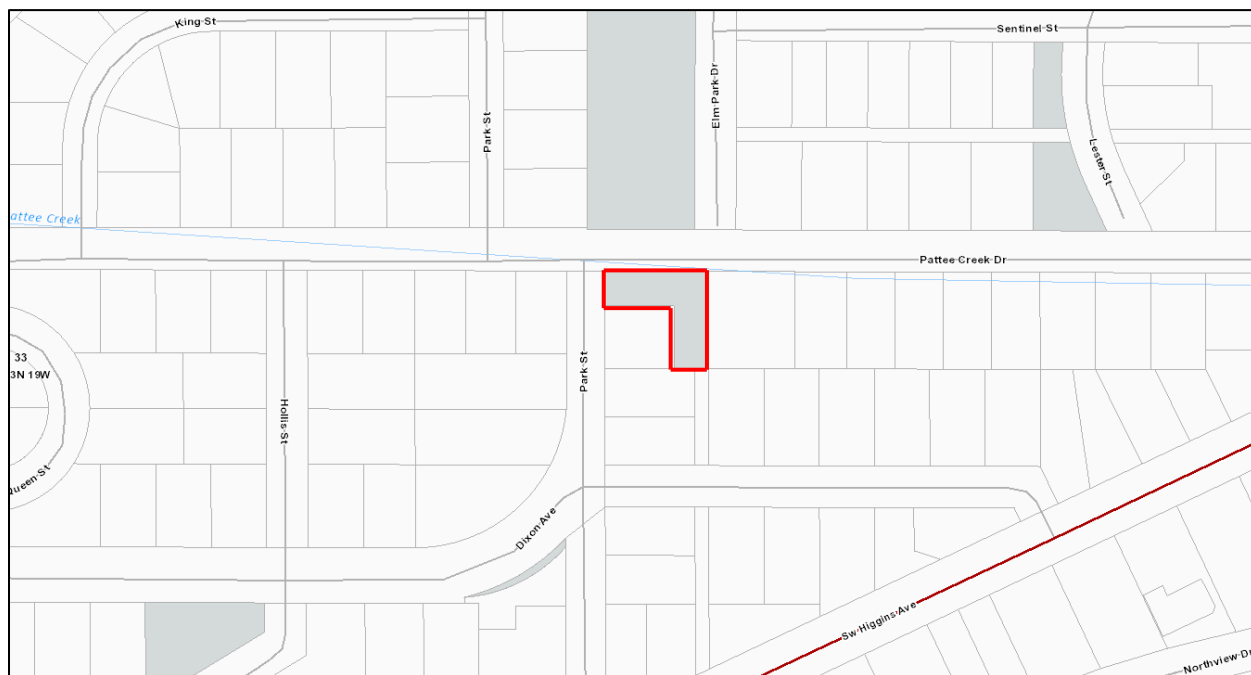
**SUBJECT PROPERTY GENERAL AREA MAP**

The location of the subject property is illustrated by a Subject Property General Area Map, a Subject Property Location and Neighborhood Map, and a Subject Property Aerial Photograph (Google Earth) in the Addenda of this report.

## **Legal Description**

Based on the information available, the legal description of the site is as follows:  
Willow Addition, Block 1, Lot 22, excepting that portion conveyed by deed  
recorded in Book 243, Page 387.

A subject property site map follows as obtained from the State of Montana Cadastral  
website:



**SUBJECT PROPERTY SITE MAP**

### **Definition of an Appraisal**

As recognized by the 14<sup>th</sup> Edition of the Appraisal Institute's *The Appraisal of Real Estate*, the following definition of an appraisal is hereby presented to aid the reader in understanding exactly what is meant by the term:

**Appraisal:** The act or process of developing an opinion of value.

### **Intended User of the Appraisal Report**

The intended users of this product are our client, the City of Missoula.



## **Intended Use of the Appraisal Report**

The intended use of this appraisal report is to assist our client in establishing the **market value** of the subject property to be used in conjunction with a potential sale of the property.

## **Scope of the Appraisal**

**General Information:** The client in this assignment is the City of Missoula and our point of contact is Mr. Dennis Bowman, Deputy Public Works Director – Utilities, City of Missoula.

Regardless of who pays for this appraisal, the intended user is the client(s) only. This appraisal may not be appropriate for other users. Therefore, this appraisal may not be used for relied on by anyone other than the stated intended user(s), regardless of the means of possession of this report, without our express written consent. We, the firm of Kembel, Kosena & Company, Inc., and related parties assume no obligation, liability, or accountability to any third party without such written consent.

We have diagnosed the intended user(s) problem and have generated the following primary appraiser information as a means of assisting in its solution: an opinion of **market value** of the unencumbered fee simple estate, the related exposure time, and the highest and best use.

The property was identified by the client providing the name of the property owner and the general location of the site. This information was used to access the DOR property record card (PRC).

The opinion of **market value** is as of the most recent date of observation, August 19, 2020.

The property rights appraised are the unencumbered fee simple estate.

This appraisal is intended to conform to the supplemental standards associated with an “appraisal” as defined by the Federal Banking Regulatory Agencies.

By direction of the client, we are considering the subject property to be vacant land, as such, the sales comparison approach is considered most relevant and, therefore, the only approach we fully developed in this appraisal assignment.

Within the sales comparison approach, an overall dollars per square foot (\$/sf) technique was developed for the property.

We are competent in terms of training and experience in the type of property and market area that is the subject of this appraisal, the analytical methods used, and the use(s) of the appraisal.

Much of the scope of work is discussed throughout the report (limiting conditions, general assumptions, final reconciliation, etc.).

This appraisal is intended to comply with *USPAP*, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and local State laws.

For appraisal purposes, an extraordinary assumption is defined in *USPAP* as follows:

**Extraordinary Assumption:** An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

This appraisal employs no extraordinary assumptions.

Per the same source, a hypothetical condition is defined as:

**Hypothetical Condition:** A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purposes of analysis.

Similarly, no hypothetical conditions were considered in this appraisal assignment.

**Subject Property Data Gathering:** The subject property's data was obtained from research, interviews, an on-site property observation, and from plans and specifications

(when available).

The DOR PRC was obtained directly from the DOR and the most recent transferring document was obtained from the Missoula County Clerk and Recorder's Office. The zoning was checked from a map published by the City of Missoula Office of Development Services which is reportedly kept current. The flood zone information was also checked through the City of Missoula Office of Development Services. The local multiple listing service (MLS) was searched for previous sales and listings of the subject property.

An on-site observation was conducted on August 19, 2020.

In conjunction with this appraisal, we did drive through the neighborhood noting types of properties, their ages and conditions.

The secondhand information was verified depending on the perceived credibility of the initial source. In most cases, the initial source was considered to be credible and reliable.

**Market Data Gathering:** The data was located through a search of the local MLS and a network of professional associates including real estate agents and brokers and other real estate appraisers. Generally speaking, the data researched is current within the past five years.

The sales price, date of sale, and days on market information were found either on the MLS sheet or through the interview process. Recording documents show buyer and seller information as well as date of sale. As a non-disclosure state, actual sales price information is not available through either the State of Montana or local counties. PRCs, the local MLS system, and office files were checked for the previous sales of the comparable sale properties.

The physical characteristics were gathered from the local MLS system, the PRC, as well as from a visual observation taken from curbside of each comparable used in conjunction with this appraisal. In some cases, office files are referenced if this firm has previously appraised one of the properties being considered as a comparable in this report.

Most all of the secondhand data was corroborated from at least two sources. Transfer documents, PRCs, and the local MLS were used to check completeness and consistency.

**Analysis:** The valuation approach which was considered herein includes just the sales comparison approach.

**Sales Comparison Approach:** Within the sales comparison approach, sales of similar (to varying degrees given the size and location of the subject property and the limitations of the small market) properties were researched. The sales comparison analysis was based on local data and the unit of comparison that we considered was the overall dollars per square foot (\$/sf). Other units of measure that are sometimes considered for land valuation are dollars per acre (\$/acre), typically used for larger and more rural tracts, and dollars per front foot (\$/ff), typically used for waterfront parcels, etc.

The results of our research efforts culminated in four closed sales that were considered to be reasonable comparables and which were felt to result in a reliable indicator of current **market value**. Other sales were considered in the analysis but were removed from direct consideration for various reasons.

The sale properties were analyzed and compared to the subject property, differences recognized, and adjustments made (to the extent that the available data will allow). Overall, the indication of current **market value** by this approach was felt to be reasonable and reasonably well supported by the data available.

### **Purpose of the Appraisal and Definition of Market Value**

The purpose of this appraisal is to estimate the **market value** of the subject property. **Market value**, as defined by the Appraisal Standards Board of The Appraisal Foundation for the purposes of the *USPAP* and used in this report, is:

**Market Value:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994.

### **Date of Valuation**

The estimate of **market value** is as of the most recent date of observation, August 19, 2020.

### **Exposure Time**

Exposure time is always presumed to precede the effective date of the appraisal. Exposure time is defined as follows in the 6<sup>th</sup> Edition of *The Dictionary of Real Estate Appraisal* as published by the Appraisal Institute:

**Exposure Time:** 1. the time a property remains on the market; and 2. the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at **market**

**value** on the effective date of the appraisal.

The typical method of estimating exposure times is to investigate exposure times of comparable sales. The logic being that if the sales are current and comparable, the exposure time expectation for the subject property should be within the range indicated by the comparable sales, if the subject property was made available for sale and priced reasonably and competitively.

In this case, in an effort to estimate a reasonable exposure time for the subject property, we have relied mainly on the reported exposure times of the sales presented for consideration in the sales comparison approach. Based mainly on this data as well as significant anecdotal information including numerous real estate agent and broker interviews, we have concluded that a reasonable exposure time for the subject property would be approximately six months to one year assuming that the property would be actively marketed at a reasonable and competitive price.

### **Marketing Time**

Unlike exposure time, the marketing time estimate is prospective in nature. Marketing time is defined as:

**Marketing Time:** An opinion of the amount of time it might take to sell a real or personal property interest at the concluded **market value** level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

This definition is also per the 6<sup>th</sup> Edition of *The Dictionary of Real Estate Appraisal* as published by the Appraisal Institute.

Given the date of this report, September 4, 2020, and the current worldwide health and economic crisis as a result the COVID-19 virus, it seems reasonable to expect that a marketing time in excess of the estimated exposure time would be reasonable, i.e., more than one year.

## **Property Rights Appraised**

The property rights being appraised are the unencumbered fee simple estate.

According to the 6<sup>th</sup> Edition of the Appraisal Institute's *The Dictionary of Real Estate Appraisal*:

**Fee Simple Estate:** Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

No responsibility for the marketability of the title of the subject property in this report is assumed.

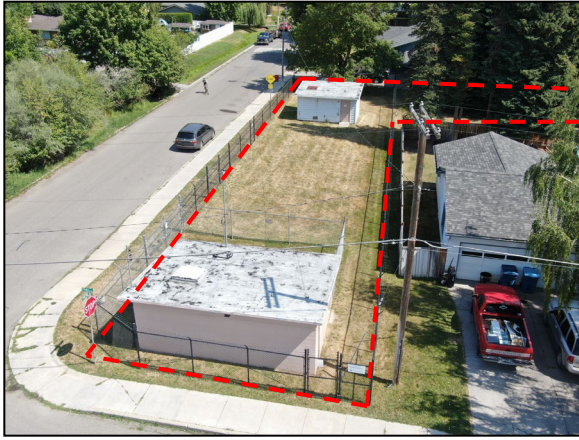
## **Regional, City, and Neighborhood Data and Analysis**

This section of the report has been intentionally omitted due to the summary nature of this report as well as the client's familiarity with the region, city, and neighborhood.

## **Property Description**

The following description of the subject property is based on our research of the records of the State of Montana and Missoula County as well as a thorough property observation. Again, due to the summary nature of this report and the maps and photographs included in the Addenda of this report as exhibit items, this narrative discussion of the property is admittedly and intentionally brief.





### Site:

Per the DOR, the site totals  $\pm 12,018$  sf.

The property fronts Pattee Creek Drive to the north and Park Street to the west. The adjacent properties to the east and south are private

Topography is level and at grade with adjacent streets and developments.

The property is zoned R5.4 Residential District.

As an urban parcel, all utilities are available and to the site.

The property is located in the 0.2% Annual Chance Flood Hazard Zone. The flood hazard area map which pertains to the subject property, Panel No. 30063C1460E.

For the purposes of this report, the soils have not been independently studied nor do we make any representation as to their suitability. However, based on existing developments in the area, it appears that the soils in the area offer adequate load-bearing qualities for most types of development. There do not appear to be any drainage problems associated with the site.

On the issue of soil degradation, an Environmental Site Assessment Report has not been performed. **It is assumed there are no environmental concerns related to the subject. We are not qualified to detect hazardous materials or toxic waste.** Any environmental risk discovered at a later date may or may not require a revised estimate of value, which may or may not simply be a reduction of the value by the estimated cost-to-cure of the environmental condition. Properties known to have environmental risk may carry a stigma in the marketplace, which may or may not affect the value. For more specific environmental site information, it is recommended that, at a minimum, a phase one audit be completed by a qualified soils engineer.

### **Site Improvements:**

The site is improved with perimeter fencing. At the direction of the client, any value associated with the site improvements is beyond the scope of this appraisal.

### **Structural Improvements:**

The site is improved with two pump houses. As was the case with the existing site improvements, any value associated with the structural improvements is beyond the scope of this appraisal.

### **Taxes and Assessments**

The following tabulation details the parcel number, assessed value, and current property taxes for the subject property.

TABULATION OF SUBJECT PROPERTY TAXES AND ASSESSMENTS				
PARCEL NO.	GEO CODE	LAND AREA (SF)	ASSESSED VALUE	2019 PROPERTY TAXES
5830561	04-2200-33-4-21-01	12,018	\$121,325	\$1,013.25

Complete copies of the DOR records and the Missoula County 2019 real property tax bill is retained in our office work file.

Worth noting, the aforementioned property taxes include various other properties owned by the City of Missoula.

### **Highest and Best Use**

The following definition of highest and best use is taken from the 14th Edition of the Appraisal Institute's *The Appraisal of Real Estate*:

**Highest and Best Use:** The reasonably probable and legal use of vacant land or an unimproved property that is physically possible, legally permissible, appropriately supported, financially feasible, and that results in the highest value.

Implied in this definition is the recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners.

Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (**market value**), another appropriate term to reflect highest and best use would be most "probable use." In the context of investment value, an alternative term would be most "profitable use."

### **As Though Vacant:**

In considering the highest and best use of the subject property, as though vacant and available to be developed to its highest and best use, we gave consideration to any and all uses to which the property is capable of being adapted, or developed, if vacant and unimproved.

The five categories of use recognized are residential, commercial, industrial, agricultural, and special-purpose.

The residential classification typically includes single family residences, duplexes, and four-plexes.

Commercial developments generally include such things as office buildings, retail centers, restaurants, hotels, motels, and multi-family housing developments.

The industrial classification includes such uses as manufacturing parks, warehouses, etc.

Agricultural land uses include cropland, pastureland, timberland, and orchards.

The special-purpose use refers to properties with unique design, or construction, which restricts their utility to the intended use for which they were built and generally includes such things as schools, churches, parks, museums, airports, etc.

Consideration must be given to these uses, recognizing the limitations imposed by the four generally-accepted criteria for highest and best use. These are physically possible, legally permissible, financially feasible, and maximally productive.

To elaborate on these, physically possible recognizes such factors as size, shape, area, terrain, and utilities available.

Legally permissible involves restrictions such as homeowners associations, zoning regulations, building codes, historic district controls, and environmental regulations.

Financially feasible relates to all uses that are expected to produce a positive return.

Maximally productive relates to those uses which satisfy the other three criteria and produce the highest price or value consistent with the return expected by investors in the area.

**Legally Permissible:** This criterion relates to zoning designations or other governmental restrictions for the site, but also recognizes any declaration of covenants, conditions, or restrictions. Conservation easements would be included here as legally limiting the potential development of a property.

Currently, the subject property is zoned R5.4 Residential District. As the name implies, this zoning district allows mainly for residential uses.

To the best of our knowledge, there are no other legal considerations that would limit the potential of the sites, i.e., covenants, deed restrictions, easements (including conservation easements), etc.

**Physically Possible:** The physical features of a site which may affect the potential use(s) include, but are not limited to, location, frontage, size, shape, access, availability of utilities, easements, soils and subsoils, topography, and designated flood hazard considerations.

The subject property involves a land area of  $\pm$  12,018 sf located in the central portion of the City of Missoula. Land uses in the immediate area are mostly residential.

Overall, the property is felt to have good physical attributes for many, but not all, types of development. Those uses that are felt to be culled out at this point include potential developments with large land requirements, i.e., agricultural.

**Financially Feasible and Maximally Productive:** Financial feasibility relates to the investment in the land producing a positive return to the investor, or developer. A positive return to the investment suggests a financially feasible use of the property. This may be a cash return or a return as measured by the utility of the land to the owner.

The highest, or maximum, return on the investment indicates the maximum productivity of the property. This factor is more difficult to measure, as different investors may have differing return requirements. In the case of vacant land, this may be measured by the highest price the land will bring when exposed to the open market.

**Conclusion:** Recognizing the subject's site size, the location, the topography, the current local and national economy, and especially the demand for property in the area, it is our opinion that the highest and best use of the property, as if vacant, would be for a residential development.

#### **As Improved:**

Recognizing that the subject property involves vacant land, this subsection of highest and best use is not applicable.

### **Property Valuation**

The appraisal process is a systematic process in which the problem is defined, the work necessary to solve the problem is planned, and the data involved is acquired, classified, analyzed, and interpreted into an estimate of value.

There are three traditional, or generally-accepted, techniques used in estimating the **market value** of real property. These are generally referred to as the cost approach, the sales comparison approach, and the income capitalization approach.

The cost approach is an estimation of the value of the land, as if vacant and available to be developed to its highest and best use, by market comparisons to which the depreciated, or contributory, value of the improvements is added.

The sales comparison approach is a technique that produces an indication of value by a direct comparison of similar property types that have recently sold, to the subject property; appropriate adjustments for differences are made when and where necessary.

The income capitalization approach produces a value indication by capitalizing the net income, or earning power, of the property by a rate reflected by market transactions or behaviors.

The three approaches to value do not necessarily apply to all types of property. A decision must be made whether a particular approach is applicable in each instance. The key to this decision is whether or not the approach is practical as a yardstick of market performance, or merely a theoretical application. These observations are particularly pertinent in the appraisal of properties in transition to a higher and better use, as well as special use properties where value-in-use is more applicable than **market value**.

In this case, recognizing the type of property under consideration in this appraisal assignment, we have concluded that just the sales comparison approach is pertinent to the process.

## **Sales Comparison Approach**

According to the 14<sup>th</sup> Edition of the Appraisal Institute's *The Appraisal of Real Estate*,

**Sales Comparison Approach:** The process of deriving a value indication for the subject property by comparing similar properties that have been recently sold with the property being appraised, identifying appropriate units of comparison, and making adjustments to the sales prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.

Inherent to the sales comparison approach is the principle of substitution. According to the 14<sup>th</sup> Edition of the Appraisal Institute's *The Appraisal of Real Estate*,

**Principle of Substitution:** The appraisal principle that states that when several similar or commensurate commodities, goods, or services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.

Before getting into the actual valuation analysis, we first want to point out that it is our experience that, in our small market, a bracketing technique works well. Contemporary appraisal texts have begun to recognize bracketing as a valuation technique. Overall, we are of the opinion that the bracketing technique recognizes the imperfect data found in the marketplace. The 14<sup>th</sup> Edition of the Appraisal Institute's *The Appraisal of Real Estate* defines bracketing as:

**Bracketing:** A process in which an appraiser determines a probable range of values for a property by applying qualitative techniques of comparative analysis to a group of comparable sales. The array of comparables may be divided into three groups - those superior to the subject, those similar to the subject, and those inferior to the subject. The adjusted sale prices reflected by the sales requiring downward adjustment and those requiring upward adjustment refine the



probable range of values for the subject and identify a value bracket in which the final value opinion will fall.

Because of the many variables involved in comparing sale properties to the subject property, the importance of the appraiser's judgment and opinion becomes obvious. In other words, the sales themselves do not alone directly indicate a value for the subject property, but these sales, once totally analyzed and correlated with experience and judgment, do help us appraisers in our final value estimate.

### **Last Sale of the Subject Property:**

At this juncture, before discussing the comparisons and analyses of the improved sales, we typically first discuss and analyze the most recent sale of the subject property. In this case, the subject property has been in the current ownership for many years.

### **Site Valuation:**

Land sales with similar amenities located within the immediate neighborhood of the subject property allow for the best comparison and value conclusion. In comparison to the subject property, factors considered include property rights, terms of the sale, location, size, frontage, shape, zoning, topography, etc.

The unit of comparison used in this analysis is based upon a \$/sf. To determine this indication, the sales price (or estimated contributory value of the land) is divided by the total size of the land (in square feet).

$$\frac{\text{confirmed sales price}}{\text{size in square feet}} = \text{\$/sf indication}$$

Regarding the sales themselves and the adjustment process, it has been our experience that all sales differ somewhat from one another. To the extent possible, the differences should be recognized and adjusted for based on the data available. However, in the market it is often difficult, and sometimes impossible, to accurately isolate a given factor. In short, one very seldom finds sale properties which are identical in all respects but one, and thus is able to prove conclusively the value, or lack of, for any one factor due to a difference in sale price. Often, there are positive and

negative factors which offset each other. Nevertheless, the differences in values are real and an attempt, based on as much fact as can be found, will be made to determine the value of these factors. Then, the appraiser may call upon his/her experience to make more subjective judgments. The following generalities are cited to acquaint the reader with a background for our reasoning and judgment to follow:

- ❖ value increases per unit of comparison as the size of the parcel decreases;
- ❖ value tends to decrease as distance from an urban center increases (an exception to this generalization might be certain recreational properties);
- ❖ value tends to decrease as the topography becomes steeper, more rocky, more barren, more arid, etc.;
- ❖ value tends to decrease as access becomes more difficult;
- ❖ value tends to increase with amenities such as creek or lake frontage, or a good view; and
- ❖ value tends to increase when zoning allows greater density and/or a more optimum use of the land.

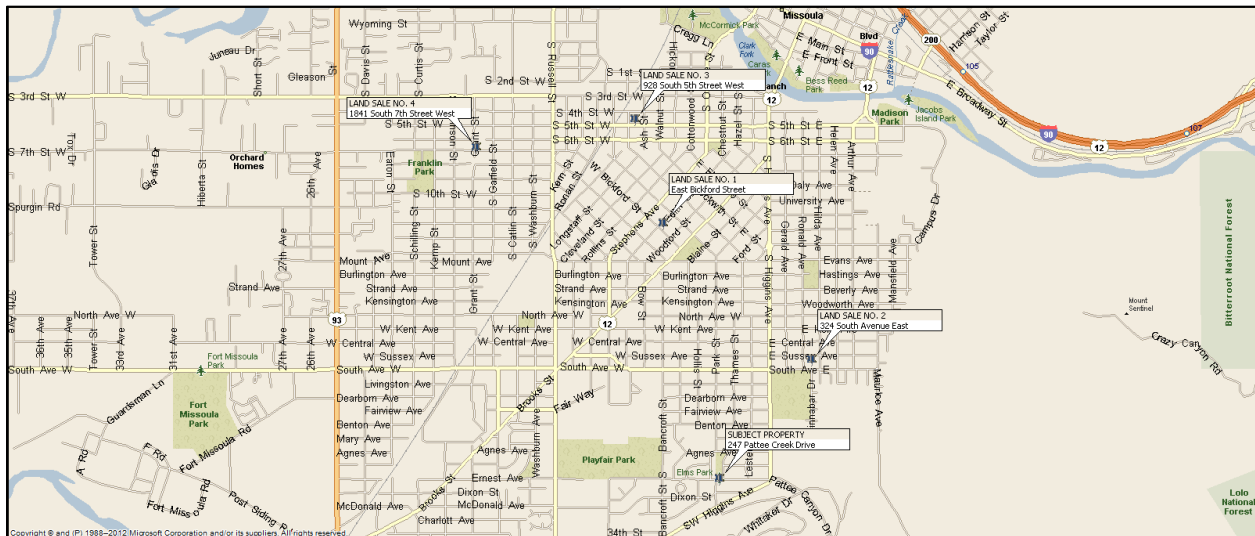
Obviously, the inverse may be said of each of these statements.

Following is a tabulation of land sales used in estimating a value for the site. As can be seen, the sales are arranged chronologically on the tabulation with the most recent closed sale being Land Sale No. 1. For the sake of comparison, the pertinent subject property information is included in the tabulation and is identified by **bold** and *italic* text.

TABULATION OF LAND SALES								
SALE NO.	LOCATION	GRANTOR GRANTEE	RECORDING DATA	SALE DATE	SALE PRICE	LAND AREA	ZONING	\$/SF
SP	247 Pattee Creek Dr.	NA	NA	NA	NA	12,018	R5.4	NA
LS 1.	NHN E. Bickford St.	Keleher Kustanovich	202016395 WD	8/20	\$129,900	3,900	RT2.7	\$33.31
LS 2.	324 South Ave. E.	Zimmerman Fertaly	202012397 WD	6/20	\$145,000	6,253	R5.4	\$23.19
LS 3.	928 S. 5 <sup>th</sup> St. W.	Buelow BS Rentals	201919392 WD	11/19	\$110,000	6,490	RM1-45	\$16.95
LS 4.	1841 S. 7 <sup>th</sup> St. W.	Daniels Palazzo	201904954 WD	4/19	\$202,900	15,080	RM1-45	\$13.45
LOW INDICATOR					\$110,000	3,900	NA	\$13.45
HIGH INDICATOR					\$202,900	15,080	NA	\$33.31
MATHEMATICAL MEAN					\$146,950	7,931	NA	\$21.73
MATHEMATICAL MEDIAN					\$137,450	6,372	NA	\$20.07

On an overall \$/sf basis, the lowest sale indication was  $\pm$  \$13.45/sf and at the other end of the spectrum, the highest sale indication from the data set is  $\pm$  \$33.31/sf. The unadjusted mean and median sale indications from the data set are  $\pm$  \$21.73/sf and  $\pm$  \$20.07/sf, respectively. The standard deviation of the land sale data site is  $\pm$  \$8.71/sf while the coefficient of variation is  $\pm$  40.1%.

The location of the subject property as well as each of the land sales presented in the data set is presented on the following Land Sales Location Map.



**LAND SALES LOCATION MAP**

The following are brief comments regarding each of the land sales presented.



**Land Sale No. 1:** This land sale took place during August of 2020 and involved a vacant site located along the north side of Bickford Street.

The sale property involved  $\pm 3,900$  sf of vacant land that was also zoned RT2.7.

The property sold for \$129,900 which

indicates  $\pm \$33.31/\text{sf}$ .

The sale was memorialized with a Warranty Deed recorded as Document No. 202016395, a copy of which was reviewed for appraisal purposes and is retained in our office work file.



**Land Sale No. 2:** This land sale took place during June of 2020 and involved a vacant site located at 324 South Avenue East.

The sale property involved  $\pm 6,253$  sf of vacant land that was zoned R5.4.

The property sold for \$145,000 which indicates  $\pm$  **\$23.19/sf**.

The sale was memorialized with a Warranty Deed recorded as Document No. 202012397, a copy of which was reviewed for appraisal purposes and is retained in our office work file.



**Land Sale No. 3:** This land sale took place during November of 2019 and involved a site located at 928 South 5<sup>th</sup> Street West.

The sale property involved  $\pm 6,490$  sf of land that was zoned RM1-45. At the time of the sale the site was improved with an older single family residence which had been condemned and contributed no overall value

to the sale.

The property sold for \$110,000 which indicates  $\pm$  **\$16.95/sf**.

The sale was memorialized with a Warranty Deed recorded as Document No. 201919392, a copy of which was reviewed for appraisal purposes and is retained in our office work file.



**Land Sale No. 4:** This land sale took place during April of 2019 and involved a property located at 1841 South 7<sup>th</sup> Street West.

The sale property involved  $\pm 15,080$  sf of vacant land that was zoned RM1-45. All utilities are available and to the site.

The property sold for \$202,900 which indicates  $\pm$  **\$13.45/sf**.

The sale was memorialized with a Warranty Deed recorded as Document No. 201904954, a copy of which was reviewed for appraisal purposes and is retained in our office work file.

### **Correlation and Conclusion of Sales Comparison Approach:**

Having identified and analyzed what we feel are the best sales in the local market for the purposes of this analysis, we must now reconcile the data into an indication of value for the subject property.

Once the most comparable sales have been identified, the elements of comparison are considered. The 14<sup>th</sup> Edition of *The Appraisal of Real Estate* defines elements of comparison as:

**Elements of Comparison:** The characteristics or attributes of properties and transactions that cause the prices of real estate to vary; include real property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, physical characteristics, other characteristics such as economic characteristics, use, and non-realty components of value.

We would submit that the element which warrants consideration in this analysis relates to market conditions.

**Market Conditions:** Beginning with the market conditions, since our data set dates back to April of 2019, we felt that an adjustment for market conditions (aka time adjustment) is warranted. For market conditions, we researched the average sales prices of closed sales of residential lots less than half of an acre in the Missoula market area from 2015 through 2019. We then calculated the annual percentage change for each year. Our research yielded the following results.

❖	2019	\$106,731	
			$\Delta = + 13.29\%$
❖	2018	\$94,208	
			$\Delta = - 5.74\%$
❖	2017	\$99,949	
			$\Delta = + 9.77\%$
❖	2016	\$91,047	
			$\Delta = + 4.67\%$
❖	2015	\$86,981	

On average, this data suggests annual appreciation for residential homesites less than half of an acre in the Missoula market area of  $\pm 5.5\%$  per year going back five years.

As such, based on this and anecdotal information such as market participant interviews, we felt this 6% per year adjustment would be reasonable. This adjustment was only made to the sales over six months old.

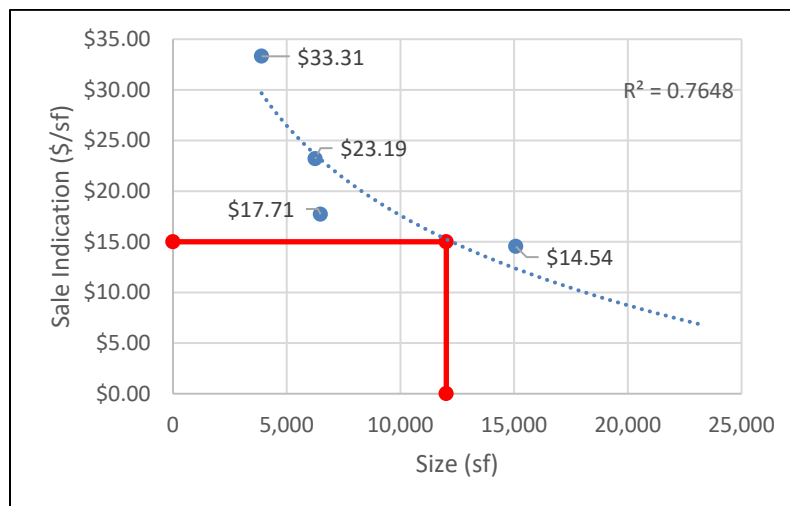
**Size:** The final adjustment to be considered relates to unit size. Typically, in most cases the larger the property being sold, the lower the per unit sale indication. This relationship is usually referred to as the size/price relationship. Our size adjustment will be based on a regression model which follows the adjustment grid.

The following tabulation/adjustment grid attempts to recognize and quantify those specific adjustments that are felt to pertain when we compare the comparable sale properties to the subject property.



LAND SALES ADJUSTMENT GRID					
ELEMENT	SP	LS 1.	LS 2.	LS 3.	LS 4.
SALE PRICE	NA	\$129,900	\$145,000	\$110,000	\$202,900
SIZE (SF)	12,018	3,900	6,253	6,490	15,080
UNADJUSTED \$/SF	NA	\$33.31	\$23.19	\$16.95	\$13.45
REAL PROPERTY RIGHTS CONVEYED	Fee Simple	Similar	Similar	Similar	Similar
FINANCING TERMS	Typical	Similar	Similar	Similar	Similar
CONDITIONS OF SALE	Market	Similar	Similar	Similar	Similar
MARKET CONDITIONS	8/20	8/20	6/20	11/19 + \$0.76 = \$17.71	4/19 + \$1.09 = \$14.54
EXPENDITURES AFTER PURCHASE	None	Similar	Similar	Similar	Similar
LOCATION	Pattee Creek Dr.	E. Bickford St.	South Ave. E.	S. 5th St. W.	S. 7 <sup>th</sup> St. W.
PHYSICAL CHARACTERISTICS					
Size	12,018	3,900	6,253	6,490	15,080
Topography	Level	Similar	Similar	Similar	Similar
ECONOMIC CHARACTERISTICS	Typical	Similar	Similar	Similar	Similar
USE/ZONING	Residential	Similar	Similar	Similar	Similar
NON-REALTY COMPONENTS OF VALUE	NA	Similar	Similar	Similar	Similar
ADJUSTED SALE INDICATION (\$/SF)	NA	< \$33.31	< \$23.19	< \$17.71	> \$14.54

In an effort to quantify the size adjustment, we will use the following regression model which shows the size/price relationship. This graphic analysis displays the adjusted sale indications with a computer-generated trend line.



After analyzing each of these land sales as they relate and compare to the subject property, taking into account such things as date of sale, location, size, utility, etc., we have concluded that the information is very supportive of the following value conclusion:

$\pm 12,018 \text{ sf at } \$15/\text{sf} = \$180,270$ , rounded to **\$180,000**.

## **Certification**

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct;
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions and conclusions;
- We have no present or prospective interest in the property that is the subject of this report and have no personal interest or bias with respect to the parties involved;
- We have not performed any services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results;
- Our compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal;
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *USPAP*;
- We made a personal observation of the property that is the subject of this report; and

- Rhesa E. Sutton Weston, Research Assistant, provided significant real property appraisal assistance to the persons signing this certification;
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
- As of the date of this report, Kraig P. Kosena has completed the continuing education program for Designated Members of the Appraisal Institute; and
- As of the date of this report, Megan L. Garland has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.

By reason of our investigations, studies, and analyses, an opinion has been formed that the current **market value** of the subject property, as of August 19, 2020, assuming a reasonable marketing time of greater than one year, is as follows:

**One Hundred Eighty Thousand Dollars**  
**(\$180,000)**



Megan L. Garland, Candidate for Designation  
 REA-RAG-LIC-9314



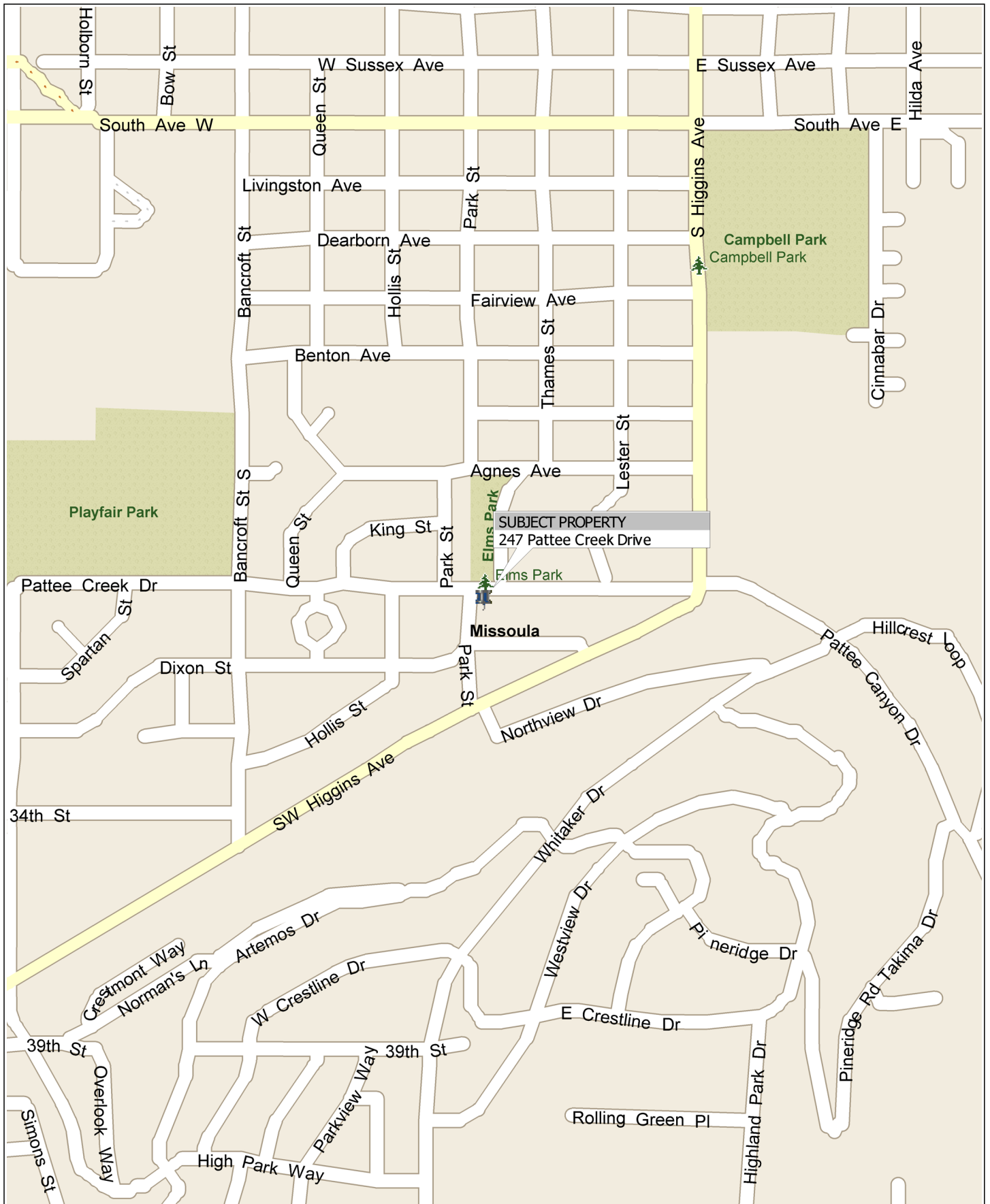
Kraig P. Kosena, MAI  
 REA-RAG-LIC-225

## **ADDENDA**

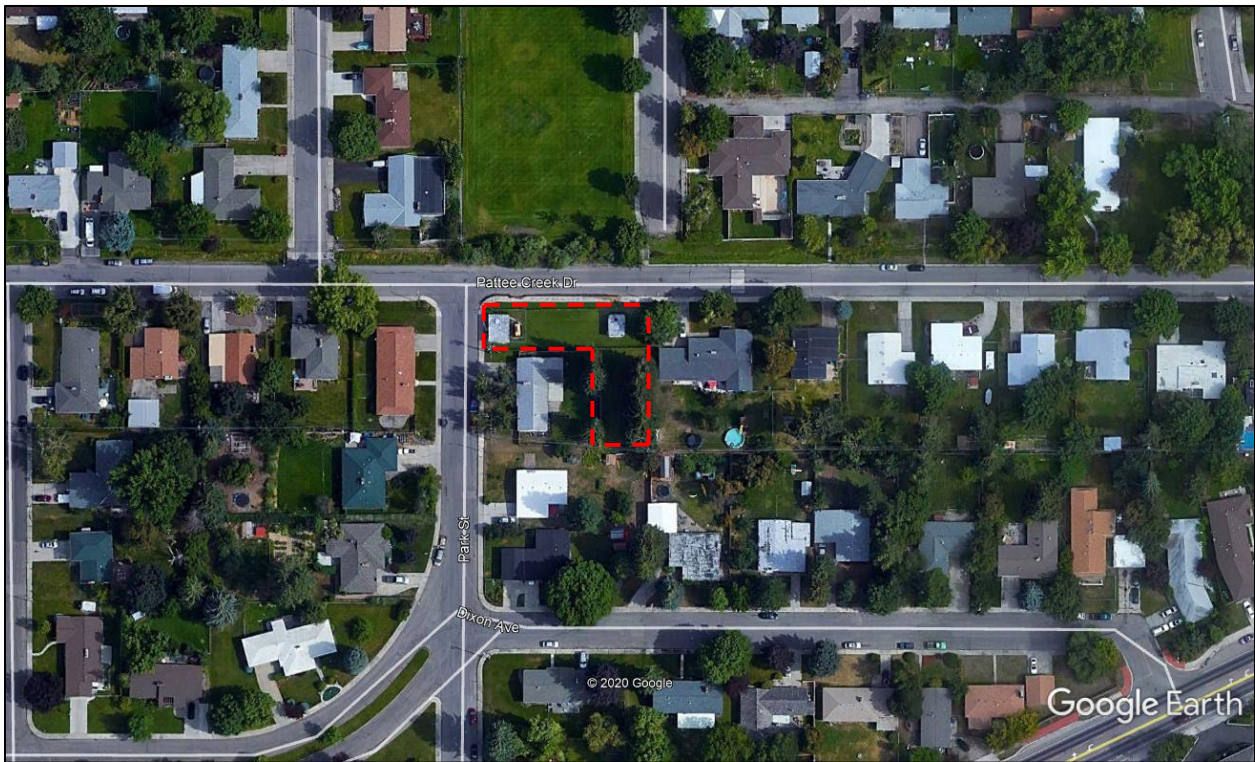
# SUBJECT PROPERTY GENERAL AREA MAP



# SUBJECT PROPERTY NEIGHBORHOOD MAP







**SUBJECT PROPERTY AERIAL PHOTOGRAPH (GOOGLE EARTH)**



## Subject Property Photographs

247 Pattee Creek Drive, Missoula, Missoula County, Montana

### Photograph No. 1

#### Description:

Street scene facing  
easterly along Pattee  
Creek Drive.

#### Date Taken:

8/19/20



### Photograph No. 2

#### Description:

Site overview facing  
southeasterly.

#### Date Taken:

8/19/20



## **Appraiser's Qualifications - Megan L. Garland**

**Business Experience:** Since July 2013 I have been employed by the full-service appraisal and consulting firm of Kembel, Kosena & Company, Inc. in Missoula, Montana. Having begun as a Research Assistant and transitioned to an Appraiser Trainee, I became a Certified General Appraiser in the State of Montana in 2017. I am currently a candidate for designation with The Appraisal Institute working with Kraig P. Kosena, MAI, as my mentor.

In December 2009 I earned a Bachelor of Science Degree in Business Administration with an emphasis in Finance from the University of Montana.

**Clients:** The following is a partial, representative client list.

Bank of Montana	TrailWest Bank
Farmers State Bank	First Interstate Bank, N.A.
First Security Bank	Glacier Bank
Stockman Bank	Treasure State Bank

**Education:** The following is a summary of real estate appraisal related educational offerings that I have attended.

Graduate of the University of Montana

AI Course	Uniform Standards of Professional Appraisal Practice
AI Course	Basic Appraisal Principles
AI Course	Basic Appraisal Procedures
AI Course	General Appraiser Sales Comparison Approach
AI Course	Real Estate Finance, Statistics Valuation Modeling
AI Course	Online Business Practices and Ethics
AI Course	General Appraiser Income Approach - Part 1
AI Course	General Appraiser Income Approach - Part 2
AI Course	General Appraiser Market Analysis and Highest & Best Use
AI Course	General Appraiser Site Valuation and Cost Approach
AI Course	Advanced Income Capitalization
AI Course	General Appraiser Report Writing and Case Studies
AI Course	Quantitative Analysis

AI Course	Uniform Appraisal Standards for Federal Land Acquisitions
AI Course	Advanced Concepts & Case Studies
AI Course	Advanced Market Analysis and Highest and Best Use

**Certifications:**

Montana Certified General Real Estate Appraiser (Certification No. REA-RAG-LIC-9314)



**State of Montana**  
Business Standards Division  
Board of Real Estate Appraisers

This certificate verifies licensure as:

**CERTIFIED GENERAL APPRAISER**

**REA-RAG-LIC-9314**

Status: **Active**  
Expires: **03/31/2021**

**MEGAN LYNN GARLAND**  
**KEMBEL KOSENA & COMPANY INC**  
**PO BOX 16653**  
**MISSOULA, MT 59808**



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<https://ebiz.mt.gov/pol>

## **Appraiser's Qualifications - Kraig P. Kosena, MAI**

**Business Experience:** Since June 1996 I have been operating my own full-service appraisal and consulting firm known as Kembel, Kosena & Company, Inc. in Missoula, Montana.

From January 1989 to May 1996 I was employed by R.D. Kembel & Associates, Inc., a full-service real estate appraisal and consulting firm also in Missoula, as an Associate Appraiser. My appraisal work included mainly commercial, agricultural, subdivision, conservation easement, and right-of-way appraisals.

In January 1987 I enlisted in the United States Navy and received an honorable discharge in December 1988.

From May until December 1986 I worked as an Associate Appraiser for R.D. Kembel & Associates, Inc.

**Clients:** The following is a partial, representative client list.

Bank of Montana	Bitterroot Valley Bank
Farmers State Bank	First Interstate Bank, N.A.
First Security Bank	Garlington, Lohn & Robinson, PLLP
Glacier Bank	Missoula Federal Credit Union
Missoula International Airport Authority	Montana Department of Transportation
Mountain West Bank	Rocky Mountain Bank
Stockman Bank	Sullivan, Tabaracci & Rhoades, PC
Treasure State Bank	US Bank
Washington Trust Bank	Worden Thane, PC

Fee appraising for various other banks, attorneys, and private parties.

**Education:** The following is a summary of real estate appraisal related educational offerings that I have attended.

Graduate of the University of Montana  
Real Estate Fundamentals - University of Montana



AI Course 101	An Introduction to Appraising Real Property
AI Course SPP	Standards of Professional Practice
AI Course 1BA	Capitalization Theory and Techniques, Part A
AI Course 1BB	Capitalization Theory and Techniques, Part B
AI Course 540	Report Writing & Valuation Analysis
AI Course 550	Advanced Applications
AI Course 700	The Appraiser as an Expert Witness
AI Course 833	Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets
AI Course	General Appraiser Market Analysis and Highest & Best Use
AI Seminar	Rates, Ratios & Reasonableness
AI Seminar	Non-Residential Demonstration Appraisal Report Writing
AI Seminar	Subdivision Analysis
AI Seminar	Timberland Valuation
AI Seminar	Eminent Domain and Condemnation Appraising
AI Seminar	Small Hotel/Motel Valuation
AI Seminar	Sales Comparison Valuation of Small Mixed-Use Properties
AI Seminar	Litigation Skills for the Appraiser
AI Seminar	Partial Interest Valuation - Divided
AI Seminar	Partial Interest Valuation - Undivided
AI Seminar	Case Studies in Commercial Highest and Best Use
AI Seminar	Regression Analysis in Appraisal: Concepts and Applications
AI Seminar	Appraisal Review
AI Seminar	Uniform Standards for Federal Land Acquisitions (Yellow Book)
AI Seminar	Evaluating Commercial Construction
AI Seminar	The Professional's Guide to the Uniform Residential Appraisal Report
AI Seminar	Business Practices and Ethics
AI Seminar	Appraisal Curriculum Overview (2-Day General)
AI Seminar	Introduction to Valuation for Financial Reporting
AI Seminar	Using Spreadsheet Programs in Real Estate Appraisals
AI Seminar	The Discounted Cash Flow Model: Concepts, Issues and Applications
AI Seminar	Water Rights
AI Seminar	Practical Regression Using Microsoft Excel



**Certifications:**

Member of the Appraisal Institute (MAI No. 10,933)

Montana Certified General Real Estate Appraiser (Certification No. REA-RAG-LIC-225)

**Community Involvement:**

Volunteer, Hugh O'Brian Youth Leadership Foundation

Former President, Missoula Exchange Club

Former Member, Board of Directors, Missoula Exchange Club

Former Banquet Committee Volunteer, Rocky Mountain Elk Foundation

Guest Speaker, University of Montana Business School

**Court Experience:**

I have qualified in State and Federal Court as an expert witness in the matter of real estate valuation.

**Other:**

Education Chairman, Montana Chapter of the Appraisal Institute

Former President, Montana Chapter of the Appraisal Institute

Former Member, Board of Directors, Montana Chapter of the Appraisal Institute

Ex-Officio Member and Chairman, Montana Board of Real Estate Appraisers (Governor appointment)



**State of Montana**  
Business Standards Division  
Board of Real Estate Appraisers

**REA-RAG-LIC-225**

Status: **Active**  
Expires: **03/31/2021**

This certificate verifies licensure as:

**CERTIFIED GENERAL APPRAISER**

Supervises: DANE WILLEY

With endorsements of:

\* *REAL ESTATE APPRAISER MENTOR*

**KRAIG P KOSENA  
KEMBEL KOSENA AND CO INC  
PO BOX 16653  
MISSOULA, MT 59808**



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**APPRAISAL, VALUATION AND PROPERTY SERVICES  
PROFESSIONAL LIABILITY INSURANCE POLICY**

**DECLARATIONS - MONTANA**

**Aspen American Insurance Company**

(Referred to below as the "Company")  
590 Madison Avenue, 7th Floor  
New York, NY 10022  
877-245-3510

Date Issued

Policy Number

Previous Policy Number

8/21/2020

AAI002470-06

AAI002470-05

THIS IS A **CLAIMS** MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE **CLAIMS** THAT ARE FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE **EXTENDED REPORTING PERIOD**, IF APPLICABLE, FOR A **WRONGFUL ACT** COMMITTED ON OR AFTER THE **RETROACTIVE DATE** AND BEFORE THE END OF THE **POLICY PERIOD**. **CLAIMS EXPENSES** ARE INCLUDED IN, WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF LIABILITY. PLEASE READ THE POLICY CAREFULLY.

1. Customer ID: 147463  
Named **Insured**:  
KEMBEL, KOSENA & COMPANY, INC.  
Kraig P. Kosena, MAI  
432 West Spruce Street, #101  
Missoula, MT 59802
2. **Policy Period**: From: 09/08/2020 To: 09/08/2021  
12:01 A.M. Standard Time at the address stated in 1 above.
3. **Deductible**: \$1000 Each Claim
4. **Retroactive Date**: 09/08/1999
5. **Inception Date**: 09/08/2015
6. **Limits of Liability**:  
A. \$1,000,000 Each Claim  
B. \$2,000,000 Aggregate  
  
Subpoena Response: \$5,000 Supplemental Payment Coverage  
Pre-Claim Assistance: \$5,000 Supplemental Payment Coverage  
Disciplinary Proceeding: \$12,500 Supplemental Payment Coverage  
Loss of Earnings: \$500 per day Supplemental Payment Coverage

7. **Covered Professional Services (as defined in the Policy and/or by Endorsement):**


Real Estate Appraisal and Valuation:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Residential Property:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Commercial Property:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Bodily Injury and Property Damage Caused During Appraisal Inspection (\$100,000 Sub-Limit):	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	(If "yes", added by endorsement)
Right of Way Agent and Relocation:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Machinery and Equipment Valuation:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Personal Property Appraisal:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	(If "yes", added by endorsement)
Real Estate Sales/Brokerage:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	(If "yes", added by endorsement)

8.	Report <b>Claims</b> to: LIA Administrators & Insurance Services, 800-334-0652, P.O. Box 1319, 1600 Anacapa St, Santa Barbara, California 93101
9.	<b>Annual Premium:</b> <b>\$2,109.00</b>
10.	<b>Forms attached at issue:</b> LIA002 (04/19) LIA MT (09/19) LIA012 (05/19) LIA164 (05/19) LIA165 (05/19)

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named **Insured** and the Company.

08/21/2020

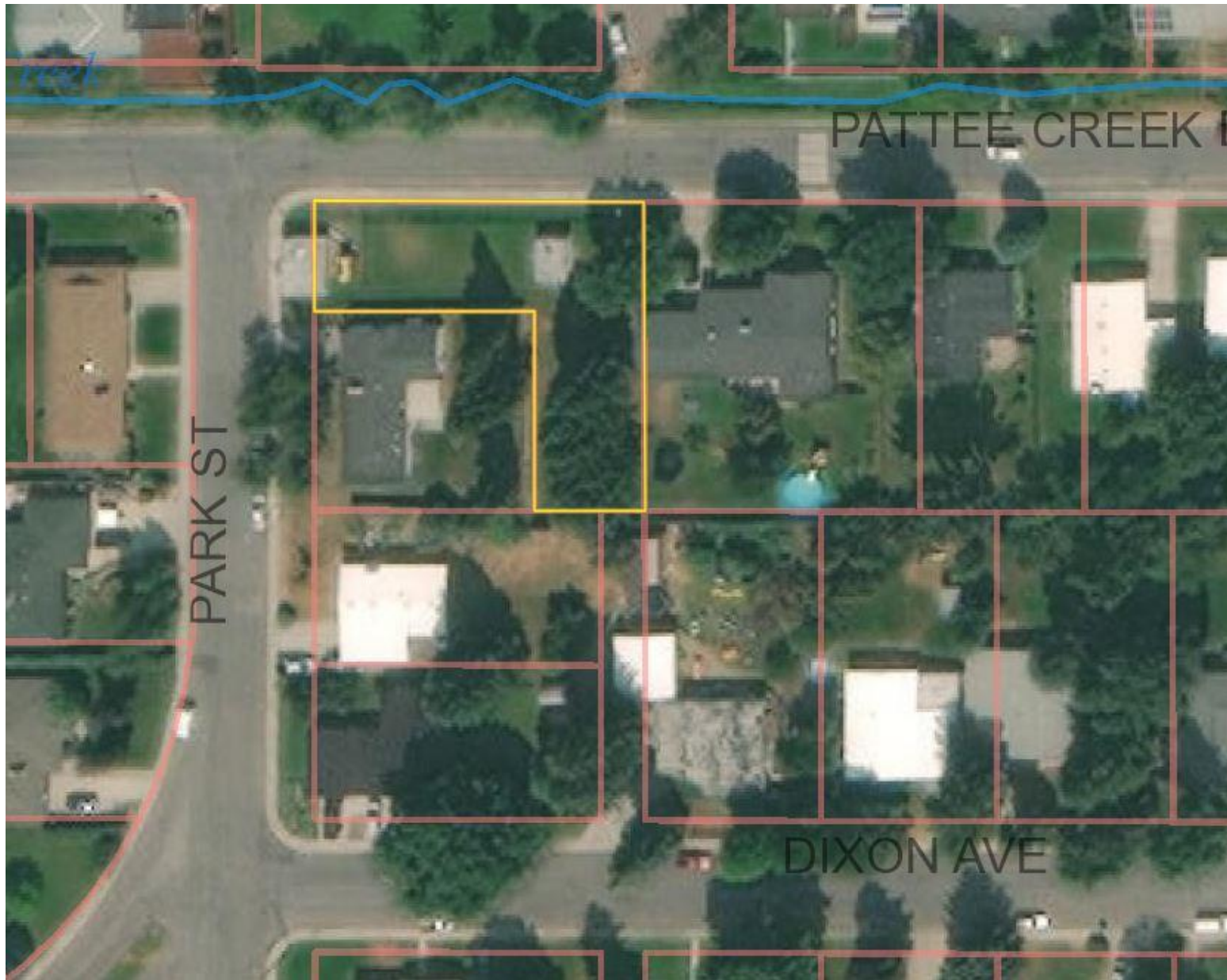
Date



By \_\_\_\_\_

Authorized Representative

247 Pattee Creek Drive



RESOLUTION NUMBER \_\_\_\_\_

**A resolution of the Missoula City Council to authorize the sale of the real property located in the City of Missoula consisting of the remainder of Lot 22, Block 1, Willows Addition to Farview Homesites, a platted subdivision in the City of Missoula, Montana, according to the official plat thereof.**

**WHEREAS**, the City owns the property located at 247 Pattee Creek Drive, described above, and shown on Exhibit A, attached to this Resolution (the "Property"); and

**WHEREAS**, the City acquired the Property as part of the condemnation of the assets of Mountain Water Company, and as a result, it is an asset of the City water utility; and

**WHEREAS**, the City water utility's Facility Needs Assessment determined that the Property is no longer necessary for the utility; and

**WHEREAS**, the City conducted an appraisal of the Property, which determined the Property to have a market value of \$180,000; and

**WHEREAS**, the City has received an offer to buy the Property for the appraised value; and

**WHEREAS**, Section 7-8-4201, Montana Code Annotated, provides that a city may sell, dispose of, donate or lease any property belonging to the city by resolution approved by two-thirds vote of all members of the council.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Missoula, Montana, that the Property described above is approved for sale consistent with the buy-sell agreement attached as Exhibit B, and the Mayor is authorized to execute any documents necessary to effectuate the sale of the Property.

**BE IT FURTHER RESOLVED** that the proceeds from the sale of the Property shall be deposited in the Water Enterprise Fund to be used by the water utility.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Martha L. Rehbein  
City Clerk

\_\_\_\_\_  
John Engen  
Mayor

(SEAL)

**Exhibit A – Map of Property Location**



## **Exhibit B – Buy-Sell Agreement**



**City of Missoula, Montana**  
**Item to be Referred to City Council Committee**

**Committee:** Public Works

**Item:** Agreement with Kim D. Seeberger and David L. Seeberger for the sale of Tract 5 Hillview Heights

**Date:** February 17, 2021

**Sponsor(s):** Ross Mollenhauer

**Prepared by:** Katie Emery

**Ward(s) Affected:**

<input type="checkbox"/> Ward 1	<input type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input checked="" type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input type="checkbox"/> All Wards	<input type="checkbox"/> N/A

---

**Action Required:**

Approve an agreement with Kim and David Seeberger for the sale of Tract 5 Hillview Heights.

**Recommended Motion(s):**

I move the City Council: Approve and authorize the Mayor to sign an agreement with Kim D. Seeberger and David L. Seeberger for the sale of Tract 5 Hillview Heights for a cost of \$2,600.00.

**Timeline:**

Referral to committee:	February 22, 2021
Committee discussion:	February 24, 2021
Council action (or sets hearing):	March 1, 2021
Public Hearing:	N/A
Deadline:	N/A

**Background and Alternatives Explored:**

Missoula Water would like to sell the property known as Tract 5 Hillview Heights. This property has not held any water infrastructure for many years and is a leftover from the Mountain Water days. Staff at Missoula Water do not foresee any need for this property moving forward and selling it would eliminate the need for ongoing maintenance.

Missoula Water worked with Lambros realtors, Annelise Hedahl and Jennifer Barnard, to list this property. These realtors were selected through an RFQ process in November. An appraisal was performed by Kembel, Kosena & Company, Inc. in September 2020, which declared a market value for this property of \$2,500.00. This property has no means of legal access, nor access to adjacent sewer mains. Kim and David Seeberger will be purchasing the property at current market value with an all cash offer. Kim and David Seeberger own the property immediately adjacent to the property being sold.

Missoula Water also reached out to the City's Department of Community, Planning, Development, and Innovation as to the suitability for affordable housing on this parcel. The answer was that this property is not well suited for an affordable housing project, due to its small size and lack of subsidies.

The attached exhibit shows the size and location of the property.

**Financial Implications:**

The \$2,600.00 will be allocated back to the Water Enterprise Fund.

**Links to external websites:**

N/A

**BUY-SELL AGREEMENT (Land)**  
(Including Earnest Money Receipt)



**This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If not understood, seek competent advice.**

Date: 02/12/2021

Kim D. Seeberger and David L. Seeberger

as ☒ joint tenants with rights of survivorship, ☐ tenants in common, ☐ single in his/her own right, ☐ other  
(hereafter the "Buyer") agrees to purchase, and the Seller agrees to sell the  
following described real property (hereafter the "Property") commonly known as Tract 5 Hillview Heights

in the City of Missoula, County of Missoula, Montana, legally described  
as: HILLVIEW HEIGHTS # 1, S06, T12 N, R19 W, T5

\*Please see vesting deed for complete and accurate legal address prior to close

TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, uncut timber and non-harvested crops and all improvements thereon except:

**PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition, are included and shall be transferred by the bill of sale:

**PURCHASE PRICE AND TERMS:**

\$ 2,100.00 Purchase Price: Two thousand, six hundred w/a (U.S. Dollars)

\$ 500.00 Earnest Money (credited to Buyer at closing)

\$ 2,100.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows  
(check one):

☒ All cash at closing (no financing contingency); **OR**

☐ Additional cash down payment at closing in the minimum amount of:

☐ \$ N/A **OR** ☐ N/A % of the Purchase Price.

Balance to be financed as indicated below:

☐ Conventional ☐ Other Financing ☐ Seller Financing ☐ Assumption ☐ Home Equity

☐ Other \_\_\_\_\_

\*proof of cash funds attached

**CLOSING DATE:** The date of closing shall be (date) \*Please see line 134 (the "Closing Date"). The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date specified. The Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the purchase in accordance with this Agreement. If third-party financing is required by the terms of this Agreement (including assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not more than N/A days to accommodate delays attributable solely to such third-party financing.

**POSSESSION:** Seller shall deliver to Buyer possession of the Property and allow occupancy:

☐ when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase; **OR**

☒ upon recording of the deed or notice of purchaser's interest, **OR**

☐

Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, garage door opener(s), and Homeowner's Association facilities, if applicable.

KS DL  
Buyer's Initials

Courtney McEdden

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Buy-Sell Agreement (Land), June 2020  
Page 1 of 8

Missoula

JE  
Seller's Initials

2011 American Way Missoula MT 59808



**EARNEST MONEY: (check one)**

☐ Broker/Salesperson acknowledges actual receipt of earnest money in the amount as set forth herein as evidenced by:

☐ Cash or ☐ Check.

Broker/Salesperson: Courtney McFadden

(name printed)

(signature acknowledging receipt of earnest money)

☒ Buyer agrees to provide earnest money in the amount as set forth herein within 3 days of the date all parties have signed this Agreement. Earnest money may be made by check, cash or wire transfer and shall be held in trust by First American Title Co | Missoula, MT. If Buyer fails to provide earnest money as set forth herein, buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid forfeited.

**FINANCING CONDITIONS AND OBLIGATIONS:**

**BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down payment and closing costs to close this sale in accordance with this Agreement and are not relying upon any contingent source of such funds unless otherwise expressly set forth herein.

**LOAN APPLICATION:** If Buyer fails to make written application for financing and pay to the lender any required fees, apply for assumption of an existing loan or contract, or initiate any action required for completion of a contract for deed by 5:00 pm (Mountain Time) (date) N/A- Full cash offer. Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.

**CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have been released, waived, or satisfied, and the transaction shall continue to closing, unless by 5:00 pm (Mountain Time) on the date specified for each contingency, the party requesting that contingency has notified the other party or the other party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has notified the other party on or before the release date that a contingency is not released, waived or satisfied, this transaction is terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.

**FINANCING CONTINGENCY:**

☐ This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing Date this Agreement is terminated and the earnest money will be refunded to the Buyer.

**APPRAISAL CONTINGENCY:**

☐ Property must appraise for at least ☐ the Purchase Price OR at least ☐ \$ N/A. If the Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within N/A days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; OR

☐ This Agreement is contingent upon the Property appraising for at least ☐ the Purchase Price OR at least ☐ \$ N/A. Release Date: N/A.

KS NA  
Buyer's Initials

Courtney McFadden

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Buy-Sell Agreement (Land), June 2020  
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Missoula

[Signature]  
Seller's Initials

2011 American Title Missoula, MT 59800



Buyer may approve the Commitment subject to the removal of specified exceptions. However, Buyer may not object to the standard pre-printed exceptions (general exceptions not unique to the Property). If Buyer provides Seller written objections to the Commitment prior to the release date above, Seller shall have ten (10) days from receipt of those objections to satisfy said objections or propose to Buyer a plan by which the objections would be satisfied within a time frame satisfactory to Buyer. If within said ten (10) day period Seller has not either satisfied Buyer's objection to the Commitment or proposed to Buyer a plan by which the objections would be satisfied, Buyer shall have three (3) days after expiration of said ten (10) day period to notify Seller whether Buyer desires to (i) terminate this Agreement in which case the earnest money shall be returned to the Buyer or (ii) waive said objections in which case this Agreement shall remain in full force and effect. The two remedies stated above shall be Buyer's sole remedies if Seller and Buyer are unable to resolve Buyer's objections to the Commitment.

This offer is contingent upon \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Release Date: \_\_\_\_\_

This offer is contingent upon \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Release Date: \_\_\_\_\_

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

   
Seller's Initials



150 **CONVEYANCE:** The Seller shall convey the real property by Warranty

151 deed, free of all liens and encumbrances except those described in the title insurance commitment, as approved by  
152 Buyer. The Seller shall convey the personal property by Bill of Sale.

153  
154 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including statements of  
155 claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches,  
156 ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the  
157 Property, except: N/A

158  
159 Filing or transfer fees will be paid by ☐ Seller, ☐ Buyer, **OR** ☐ split equally between Buyer and Seller.  
160 Documents for transfer will be prepared by N/A

161  
162 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer  
163 of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for  
164 updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in  
165 the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section  
166 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.

167  
168 **NATURAL WATER BODIES AND LAND PRESERVATION DISCLOSURE:** Buyers of property in the State of  
169 Montana should be aware that some properties contain or are adjacent to streams, rivers, wetlands, floodplains and  
170 other water bodies. It is the general policy of the State of Montana that natural water bodies and the lands  
171 immediately adjacent to them are to be protected and preserved to be available in their natural or existing state, and  
172 to prohibit unauthorized projects related thereto. Property owners should consult their local soil conservation board, a  
173 land use professional, or other qualified advisor, regarding any applicable local, state or federal regulations, including  
174 permitting or other approvals, before working in or around any streams, rivers, wetlands, floodplains or other water  
175 bodies, including vegetation removal.

176  
177 **MINERAL RIGHTS:** "Mineral rights" as defined in this Agreement (which may be different than the definition under  
178 Montana law) is a term used to describe the rights the owner of those rights has to use, mine, and/or produce any or  
179 all of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc. lying below the surface of property.  
180 These mineral rights may be separate from the rights a property owner has for the surface of a property. In some  
181 cases, these mineral rights have been transferred to a party other than the property owner and as a result the  
182 subsurface mineral rights have been severed from the property owner's surface rights. If the mineral rights have been  
183 severed from the surface rights, the owner of the mineral rights has the right to enter the land and occupy it in order to  
184 mine the minerals even though they don't own the property. The undersigned Buyer acknowledges and agrees that  
185 neither the Seller nor the brokerage firms, brokers and salespersons involved in the transaction anticipated by this  
186 Agreement warrant or make any representations concerning the mineral rights, if any, for this Property and that  
187 neither the Seller nor the brokerage firms, brokers and salespersons involved in the Buyer's purchase of the Property  
188 have conducted an inspection or analysis of the mineral rights to and for the Property.

189  
190 **CLOSING FEE:** The fee charged by the individual or company closing the transaction will be paid by ☒ Seller  
191 ☐ Buyer ☐ Equally Shared.

192  
193 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish  
194 Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American  
195 Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase  
196 additional owner's title insurance coverage in the form of "Extended Coverage" or "Enhanced Coverage" for an  
197 additional cost to the Buyer. It is recommended that Buyer obtain details from a title company.


198  
199 **CONDITION OF TITLE:** All mortgages, judgements and liens shall be paid or satisfied by the Seller at or prior to  
200 closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or  
201 other adverse title conditions will be placed against the title to the Property subsequent to the effective date of the  
202 preliminary title commitment approved by the Buyer.

  
Buyer's Initials

Courtney McFadden

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**DEPOSIT OF FUNDS BY BROKER/SALESPERSON:** All parties agree, unless otherwise expressly stated herein, that the earnest money and any other real estate funds in Broker's/Salesperson's possession shall be deposited or delivered within 3 days of receipt, or the date all parties have signed this Agreement, whichever occurs later. The parties agree that accrued interest, if any, shall be payable to the holder of the funds and that sums so paid are consideration for services rendered.

**SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction to be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified intermediary or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange, notwithstanding the prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and Non-Assignability" section below.

**SPECIAL IMPROVEMENT DISTRICTS AND ASSOCIATION SPECIAL ASSESSMENTS:** All Special Improvement Districts (including rural SIDs), and all special or non-recurring assessments of any non-governmental association, including those that have been noticed to Seller by City/County but not yet spread or currently assessed or that have been approved but not yet billed or assessed, will be assumed by Buyer at closing unless otherwise agreed.

**PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement District and association special assessments for the current tax year, as well as prepaid rents, water and sewer system charges, heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees, as of the date of closing unless otherwise agreed.

**CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller will remove all personal property not included in this sale prior to closing.

**NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the state of Montana should be aware that some properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an owner of property, contact either your local County extension agent or Weed Control Board.

**MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information please contact the local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers assigned to the area.

**BUYER'S REMEDIES:** (A) If a Seller fails to accept the offer contained in this Agreement within the time period provided in the BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.


(B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:

- (1) Demand immediate repayment of any earnest money paid by the Buyer, and upon the return of such money, the rights and duties of Buyer and Seller under this Agreement shall be terminated; **OR**
- (2) Demand that Seller specifically perform Seller's obligation under this Agreement; **OR**
- (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

**SELLER'S REMEDIES:**

If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction within the time period provided in this Agreement, the Seller may:

- (1) Declare the earnest money paid by Buyer be forfeited whereupon the rights and duties of the Buyer and Seller under this Agreement shall be terminated; **OR**
- (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; **OR**
- (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

  
Buyer's Initials  
Courtney McFadden

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**BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.

**FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides for the withholding of tax upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount realized (usually the sales price) does not exceed \$300,000 and the Buyer intends to use the property as a residence. If the Seller is a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is required to deduct and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the Internal Revenue Service unless the transfer of the property satisfies an exception provided for in Section 1445 of the Internal Revenue Code.

**AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT:** The Agricultural Foreign Investment Disclosure Act of 1978 (AFIDA) requires any foreign person who acquires or transfers any interest, other than a security interest, in agricultural land to submit a report to the Secretary of Agriculture not later than 90 days after the date of the acquisition or transfer. If Buyer or Seller is or may be considered a foreign person under the AFIDA they are advised to consult with an appropriate professional concerning any reporting that may be required by the AFIDA.

**CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, and Brokers/Salespersons and their attorneys, agent, and other parties having interests essential to this Agreement, of any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar documents concerning this Property or underlying obligations pertaining thereto.

**WIRE FRAUD ALERT:** Criminals are hacking email accounts of title companies, real estate agents, settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. The emails may look legitimate but they are not. Buyer and Seller are advised **NOT** to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Buyer and Seller should **NOT** send personal information such as social security numbers, bank account numbers and credit card numbers through email.

**RISK OF LOSS:** All loss or damage to any of the above-described real property or personal property to any cause is assumed by Seller through the time of closing unless otherwise specified.

**TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.

**BINDING EFFECT AND NON-ASSIGNABILITY:** This Agreement is binding upon the heirs, successors and assigns of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's express written consent.

**ATTORNEY FEES:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine just.

**COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with this transaction is an integral part of this Agreement.

**FAX/COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a signature transmitted by fax or other electronic means will be enforceable against any party who executes the Agreement and transmits the signature by fax or other electronic means. The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic means in accordance with the Montana Uniform Electronic Transaction Act.

  
Buyer's Initials

Courtney McEdden

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Buy-Sell Agreement (Land), June 2020  
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Missoula

  
Seller's Initials

2011 American Way Missoula, MT 59808



**ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the Seller and Buyer.

**EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the earnest money and things of value held by the Broker, closing agent, or any person or entity holding such money or property, unless mutual written instructions are received by the holder of the earnest money and things of value, Broker or closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or closing agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a Court of competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to advance the cost and fees required for filing such action.

**ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):

- ☐ Contingency for Sale of Buyer's Property ☐ Back-up Offer  
☐ Addendum for Additional Provisions  
☐ Water Rights Acknowledgement  
☐  
☐

**RELATIONSHIP CONFIRMATION:** The parties to this Agreement confirm that the real estate licensees identified hereafter have been involved in the capacities indicated below and the parties have previously received the required statutory disclosures setting forth the licensees' duties and the limits of their obligations to each party:

Jennifer Barnard of ERA Lambros Real Estate  
(name of licensee) (name of brokerage company)

545050218 3011 American Way, Missoula, MT 59808  
(licensee's Montana license number) (brokerage company address)

jenniferbarnard@eralambros.com  
(licensee email address) (brokerage company phone number)

(licensee phone number)  
is acting as ☒ Seller's Agent ☐ Dual Agent ☐ Statutory Broker

Courtney McFadden of ERA Lambros Real Estate  
(name of licensee) (name of brokerage company)

53283 3011 American Way, Missoula, MT 59808  
(licensee's Montana license number) (brokerage company address)

courtney@eralambros.com  
(licensee email address) (brokerage company phone number)

4066717901  
(licensee phone number)  
is acting as ☒ Buyer's Agent ☐ Dual Agent ☐ Statutory Broker  
☐ Seller's Agent (includes Seller's Sub-Agent)

KC, DS.  
Buyer's Initials

Courtney McFadden

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Buy-Sell Agreement (Land), June 2020  
Page 7 of 8

Missoula

44  
Seller's Initials

3011 American Way Missoula, MT 59808

**BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement he/she has examined the subject real and personal property and represents that Buyer ☐ has OR ☐ has not physically visited the Property in person prior to the execution of this Agreement; has entered into this Agreement in full reliance upon his/her independent investigation and judgments and has read and understood this entire Agreement.

**BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set forth in the above offer and grant to said Broker/Salesperson until (date) 02/17/2021, at 5:00 ☐ am ☒ pm (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller has not accepted by the time specified, this offer is automatically withdrawn. I/We hereby acknowledge receipt of a copy of this Agreement bearing my/our signature(s).

Kim Seeberger Date: 2-12-21, at ☐ am ☐ pm (Mountain Time)  
Buyer's Signature

Name Printed: Kim D. Seeberger

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

David Seeberger Date: \_\_\_\_\_, at ☐ am ☐ pm (Mountain Time)  
Buyer's Signature

Name Printed: David L. Seeberger

Address (if different): \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**SELLER'S COMMITMENT:**

I/We agree to sell to Buyer the above-described Property on the terms and conditions herein above stated. I/We hereby acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.

[Signature] 2/17/21 Date: 7:20, at ☒ am ☐ pm (Mountain Time)  
Seller's Signature

Name Printed: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

[Signature] Date: \_\_\_\_\_, at ☐ am ☐ pm (Mountain Time)  
Seller's Signature

Name Printed: \_\_\_\_\_

Address (if different): \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

☐ Modified per the attached Counter Offer:

[Signature] / \_\_\_\_\_  
Seller's Initials Date

[Signature] / \_\_\_\_\_  
Seller's Initials Date

☐ Rejection of this offer by Seller (no counter offer is being made):

[Signature] / \_\_\_\_\_  
Seller's Initials Date

[Signature] / \_\_\_\_\_  
Seller's Initials Date

**NOTE:** Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

**An Appraisal Report**

**of**

**Tract 5, Hillview Heights No. 1  
Missoula, Missoula County, MT 59803**

**for**

**Mr. Dennis Bowman, Deputy Public Works Director - Utilities  
City of Missoula  
P.O Box 5388  
Missoula, MT 59806**

**as of**

**August 19, 2020 (Date of Observation)  
September 4, 2020 (Date of Report)**

**by**

**Megan L. Garland and Kraig P. Kosena, MAI  
Kembel, Kosena & Company, Inc.  
West Spruce Commons, 432 West Spruce Street, Suite 101  
P.O. Box 16653  
Missoula, MT 59808-6653**



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## INTRODUCTION

September 4, 2020

Mr. Dennis Bowman, Deputy Public Works Director - Utilities  
City of Missoula  
P.O. Box 5388  
Missoula, MT 59806

Re: The appraisal of the property located at Tract 5 of Hillview Heights No. 1,  
Missoula, Missoula County, Montana.

Dear Dennis:

In accordance with your request for an appraisal report setting forth the **market value** of the property under study, we are submitting the following report containing 50 pages.

The value opinion reported below is qualified by certain assumptions, limiting conditions, certifications, and definitions, which are set forth in the report. We particularly call your attention to the following extraordinary assumptions and hypothetical conditions:

extraordinary assumptions: this appraisal employs no extraordinary assumptions; and

hypothetical conditions: this appraisal employs no hypothetical conditions.

Based on the information gathered, the property under study is described legally on page 15 of this report.

The property rights appraised are the unencumbered fee simple estate. We assume no responsibility for the marketability of the title.

Mr. Dennis Bowman  
September 4, 2020

To the best of our knowledge, this report is in conformance with the 2020-2021 Edition of the *Uniform Standards of Professional Appraisal Practice (USPAP)* which is effective through December 31, 2021.

An environmental assessment of the property has not been provided and it is assumed there are no environmental concerns related to the subject property. We are not qualified to detect hazardous materials or toxic waste. Any environmental risk discovered at a later date may or may not require a revised estimate of value, which may or may not simply be a reduction of the value by the estimated cost-to-cure of the environmental condition. Properties known to have environmental risk may carry a stigma in the marketplace which may or may not affect the value.

By reason of our investigations, studies, and analyses, an opinion has been formed that the **market value** of the subject property, as of August 19, 2020, assuming a reasonable marketing time of greater than one year, is as follows:

**Two Thousand Five Hundred Dollars**  
**(\$2,500)**

Your attention is invited to the data and discussions that follow and which are the foundations of this conclusion. The information that is retained in our office files, which was used in conjunction with this appraisal report, can be provided to you for an additional fee.

I, the undersigned project appraiser, Kraig P. Kosena, hold the MAI designation and am current in the Continuing Education Program of the Appraisal Institute. My member number is 10,933.

We, Kraig P. Kosena and Megan L. Garland, are licensed by the State of Montana as Certified General Real Estate Appraisers. Our license numbers are 225 and 9314, respectively, and expire March 31, 2021. Our licenses have never been suspended, revoked, canceled, or restricted.

Mr. Dennis Bowman

September 4, 2020

We appreciate the opportunity to be of service to you. Please contact us if you have any questions or if we can be of further service.

Respectfully submitted,  
Kembel, Kosena & Company, Inc.

A handwritten signature in dark ink, appearing to read "Megan Garland", with a long, sweeping horizontal line extending to the right.

Megan L. Garland, Candidate for Designation  
REA-RAG-LIC-9314

A handwritten signature in dark ink, appearing to read "Kraig P. Kosena", with a long, sweeping horizontal line extending to the right.

Kraig P. Kosena, MAI  
REA-RAG-LIC-225

## **Summary of Salient Facts and Conclusions**

Record Owner	:	City of Missoula.
Location of Property	:	Northwest of West Vista Drive and southwest of West Crescent Drive, Missoula, Missoula County, Montana.
Property Rights Appraised	:	Unencumbered fee simple estate.
Historical Use	:	Vacant.
Present Use	:	Vacant.
Highest and Best Use		
As Though Vacant	:	Assemblage.
As Improved	:	Not applicable.
Date of Value	:	August 19, 2020.
Date(s) of Observation	:	August 19, 2020.
Date of Report	:	September 4, 2020.
Exposure Time	:	The estimated reasonable exposure time of the subject property is approximately six months to one year.
Marketing Time	:	In excess of exposure time estimate – greater than one year.
Site	:	Per the State of Montana Department of Revenue (DOR), the site totals ± 1,600 sf.  The property fronts a public easement to the west and is private property to the north, south, and east.

Topography is level and at grade with adjacent streets and developments.

The property is zoned R5.4 Residential District.

As an urban parcel, all utilities are available and to the site.

The property is located in the 0.2% Annual Chance Flood Hazard Zone.

Based on our research, the subject property has minimal, if any, development potential as a result of the zoning requirements.

Site Improvements : None.

Structural Improvements : None.

**Market Value** by the Sales Comparison Approach - \$2,500.

**Final Indication of Market Value - \$2,500.**



### **Assumptions and Limiting Conditions**

This is to certify that we, in submitting these statements and opinions of value, acted in accordance with and was bound by the following principles, limiting conditions, and assumptions:

- This is an appraisal report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of *USPAP*. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop our opinions of value. Supporting documentation concerning the data, reasoning, and analyses is retained in our file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. We are not responsible for the unauthorized use of this report.
- No responsibility is assumed for matters that are legal in nature nor is any opinion rendered on title of lands appraised.
- Unless otherwise noted, the property has been appraised as though free and clear of all encumbrances.
- All maps, areas, and other data furnished to us have been assumed to be correct. We have not made, or commissioned, a survey of the property.
- Neither the employment to make this appraisal nor the compensation is contingent upon the amount of valuation reported.
- We have made a personal observation of the property that is the subject matter of this report.
- To the best of our knowledge and belief, the statements of fact contained in this appraisal report upon which the analysis, opinions, and conclusions expressed herein are based are true and correct. Furthermore, no important facts have knowingly been withheld or overlooked.

- There shall be no obligation to give testimony or attendance in court by reason of this appraisal with reference to the property in question unless arrangements have been made previously.
- This appraisal report has been made in conformity with and is subject to the requirements of the *Code of Professional Ethics and Standards of Professional Conduct* of the Appraisal Institute and conforms to the *USPAP* adopted by the Appraisal Standards Board of the Appraisal Foundation.
- Disclosure of the contents of this appraisal report is governed by the bylaws and regulations of the Appraisal Institute.
- The liability of the appraisal firm of Kembel, Kosena & Company, Inc. and its employees are limited to the client and to the fee collected. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. We assume no responsibility for any cost incurred to discover or correct any deficiencies of any type present in the property: physically, financially, or legally.
- We have inspected as far as possible, by observation, the lands. However, it was not possible to personally observe conditions beneath the soil. The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.
- It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management: neither inefficient nor super-efficient.
- Unless otherwise stated in this report, we have no knowledge concerning the presence or absence of toxic materials on the subject site. If such are present the value of the property may be adversely affected and re-

appraisal at additional cost maybe necessary to estimate the effects of such.

- The appraisal is based on the premise that, there is full compliance with all applicable federal, state, and local environmental regulations, and laws unless otherwise stated in the report. Further, that all applicable zoning, building, building codes, use regulations, and restrictions of all types have been complied-with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal, and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

Neither all nor any part of the contents of this report (especially the conclusion as to the value, our identity, or the firm with which we are connected) or any reference to the MAI designation and/or the Appraisal Institute shall be disseminated to the public through advertising media, sales media, news media, public relations media, or any other public means of communication without our prior written consent and approval.

## **Privacy Notice**

Pursuant to the *Gramm-Leach-Bliley Act of 1999*, effective July 1, 2001, appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic information. As professionals, we understand that privacy is very important and are pleased to provide this information.

### **Types of Nonpublic Personal Information We Collect:**

In the course of performing appraisals, we may collect what is known as “nonpublic personal information.” This information is used to facilitate the services that we provide and may include the information provided to us.

### **Parties to Whom We Disclose Information:**

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to non-affiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third-party consultants who need to know that information to assist us in providing appraisal services. All of our employees and any third-party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm. A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action.

### **Confidentiality and Security:**

We will retain records relating to professional services that we have provided for a reasonable time so that we are better able to assist you. In order to protect nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic, and procedural safeguards that comply with our professional standards to ensure the security and integrity of information.

Please feel free to call us at any time if you have any questions about the confidentiality of the information that you provide.

## **DESCRIPTION, ANALYSIS, AND CONCLUSION**

## **Record Owner and Brief Property History**

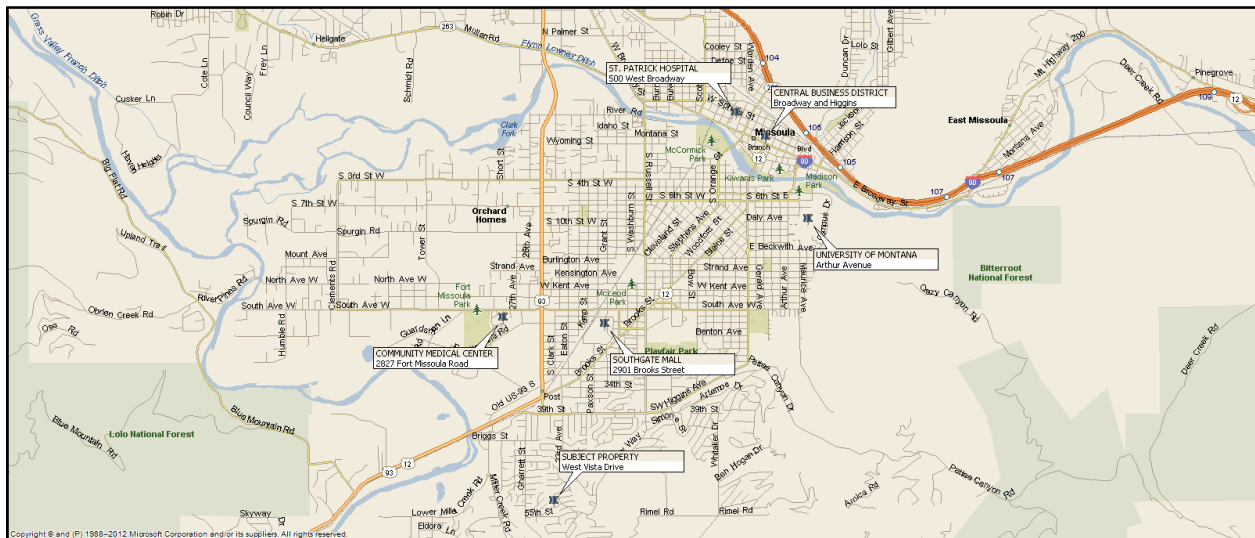
According to the Missoula County Clerk and Recorder's Office, the subject property is owned by the City of Missoula and has been for many years.

Regarding the history of the property, to the best of our knowledge the site has never been improved.

## **Location of the Property**

The subject property is located in the northern portion of the City of Missoula. To the best of our knowledge, the property does not have a county-assigned physical address. The subject property zip code is 59803.

A map showing the general location of the property relative to Missoula follows.



**SUBJECT PROPERTY GENERAL AREA MAP**

The location of the subject property is illustrated by a Subject Property General Area Map, a Subject Property Location and Neighborhood Map, and a Subject Property Aerial Photograph (Google Earth) in the Addenda of this report.

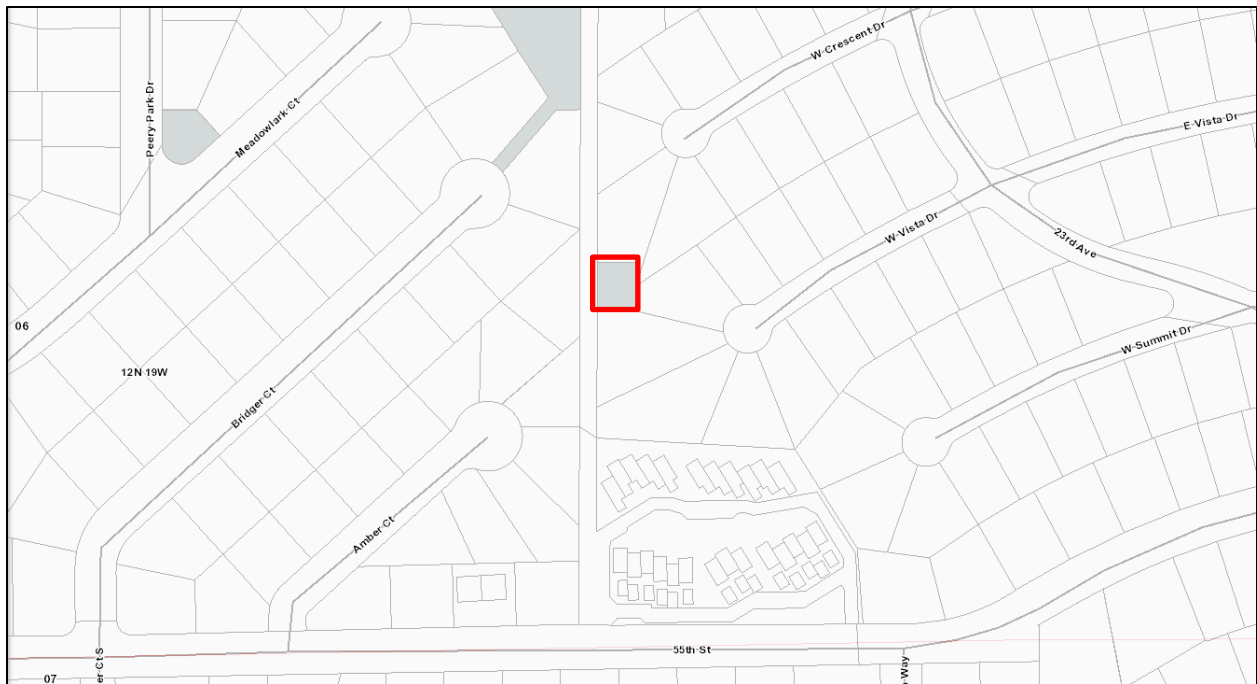


## Legal Description

Based on the information available, the legal description of the site is as follows:

Hillview Heights No. 1, S06, T12N, R19W, Tract 5.

A subject property site map follows as obtained from the State of Montana Cadastral website:



**SUBJECT PROPERTY SITE MAP**

## Definition of an Appraisal

As recognized by the 14<sup>th</sup> Edition of the Appraisal Institute's *The Appraisal of Real Estate*, the following definition of an appraisal is hereby presented to aid the reader in understanding exactly what is meant by the term:

**Appraisal:** The act or process of developing an opinion of value.

### **Intended User of the Appraisal Report**

The intended users of this product are our client, the City of Missoula.

### **Intended Use of the Appraisal Report**

The intended use of this appraisal report is to assist our client in establishing the **market value** of the subject property to be used in conjunction with a potential sale of the property.

### **Scope of the Appraisal**

**General Information:** The client in this assignment is the City of Missoula and our point of contact is Mr. Dennis Bowman, Deputy Public Works Director – Utilities, City of Missoula.

Regardless of who pays for this appraisal, the intended user is the client(s) only. This appraisal may not be appropriate for other users. Therefore, this appraisal may not be used for relied on by anyone other than the stated intended user(s), regardless of the means of possession of this report, without our express written consent. We, the firm of Kembel, Kosena & Company, Inc., and related parties assume no obligation, liability, or accountability to any third party without such written consent.

We have diagnosed the intended user(s) problem and have generated the following primary appraiser information as a means of assisting in its solution: an opinion of **market value** of the unencumbered fee simple estate, the related exposure time, and the highest and best use.

The property was identified by the client providing the name of the property owner and the general location of the site. This information was used to access the DOR property record card (PRC).

The opinion of **market value** is as of the most recent date of observation, August 19, 2020.

The property rights appraised are the unencumbered fee simple estate.

This appraisal is intended to conform to the supplemental standards associated with an “appraisal” as defined by the Federal Banking Regulatory Agencies.

Considering the subject property is vacant land, the sales comparison approach is considered most relevant and, therefore, the only approach we fully developed in this appraisal assignment.

Within the sales comparison approach, an overall dollars per square foot (\$/sf) technique was developed for the property. Given the unique physical characteristics of the subject property site and the perceived lack of utility to anyone other than an adjacent property owner, the data set for this approach involves just two closed sales.

We are competent in terms of training and experience in the type of property and market area that is the subject of this appraisal, the analytical methods used, and the use(s) of the appraisal.

Much of the scope of work is discussed throughout the report (limiting conditions, general assumptions, final reconciliation, etc.).

This appraisal is intended to comply with *USPAP*, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and local State laws.

For appraisal purposes, an extraordinary assumption is defined in *USPAP* as follows:

**Extraordinary Assumption:** An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.

This appraisal employs no extraordinary assumptions.

Per the same source, a hypothetical condition is defined as:

**Hypothetical Condition:** A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purposes of analysis.

Similarly, no hypothetical conditions were considered in this appraisal assignment.

**Subject Property Data Gathering:** The subject property's data was obtained from research, interviews, an on-site property observation, and from plans and specifications (when available).

The DOR PRC was obtained directly from the DOR and the most recent transferring document was obtained from the Missoula County Clerk and Recorder's Office. The zoning was checked from a map published by the City of Missoula Office of Development Services which is reportedly kept current. The flood zone information was also checked through the City of Missoula Office of Development Services. The local multiple listing service (MLS) was searched for previous sales and listings of the subject property.

An on-site observation was conducted on August 19, 2020.

In conjunction with this appraisal, we did drive through the neighborhood noting types of properties, their ages, and conditions.

The secondhand information was verified depending on the perceived credibility of the initial source. In most cases, the initial source was considered to be credible and reliable.

**Market Data Gathering:** The data was located through a search of the local MLS and a network of professional associates including real estate agents and brokers and other real estate appraisers. Generally speaking, the data researched is current within the past five years.

The sales price, date of sale, and days on market information were found either on the MLS sheet or through the interview process. Recording documents show buyer and seller information as well as date of sale. As a non-disclosure state, actual sales price information is not available through either the State of Montana or local counties.

PRCs, the local MLS system, and office files were checked for the previous sales of the comparable sale properties.

The physical characteristics were gathered from the local MLS system, the PRC, as well as from a visual observation taken from curb-side of each comparable used in conjunction with this appraisal. In some cases, office files are referenced if this firm has previously appraised one of the properties being considered as a comparable in this report.

Most all of the secondhand data was corroborated from at least two sources. Transfer documents, PRCs, and the local MLS were used to check completeness and consistency.

**Analysis:** The valuation approach which was considered herein includes just the sales comparison approach.

**Sales Comparison Approach:** Within the sales comparison approach, sales of similar (to varying degrees given the size and location of the subject property and the limitations of the small market) properties were researched. The sales comparison analysis was based on local data and the unit of comparison that we considered was the overall dollars per square foot (\$/sf). Other units of measure that are sometimes considered for land valuation are dollars per acre (\$/acre), typically used for larger and more rural tracts, and dollars per front foot (\$/ff), typically used for waterfront parcels, etc.

The results of our research efforts culminated in two closed sales that were considered to be reasonable comparables and which were felt to result in a reliable indicator of current **market value**. Other sales were considered in the analysis but were removed from direct consideration for various reasons.

The sale properties were analyzed and compared to the subject property, differences recognized, and adjustments made (to the extent that the available data will allow). Overall, the indication of current **market value** by this approach was felt to be reasonable and reasonably well supported by the data available.

## **Purpose of the Appraisal and Definition of Market Value**

The purpose of this appraisal is to estimate the **market value** of the subject property. **Market value**, as defined by the Appraisal Standards Board of The Appraisal Foundation for the purposes of the *USPAP* and used in this report, is:

**Market Value:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994.



### **Date of Valuation**

The estimate of **market value** is as of the most recent date of observation, August 19, 2020.

### **Exposure Time**

Exposure time is always presumed to precede the effective date of the appraisal. Exposure time is defined as follows in the 6<sup>th</sup> Edition of *The Dictionary of Real Estate Appraisal* as published by the Appraisal Institute:

**Exposure Time:** 1. the time a property remains on the market; and 2. the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at **market value** on the effective date of the appraisal.

The typical method of estimating exposure times is to investigate exposure times of comparable sales. The logic being that if the sales are current and comparable, the exposure time expectation for the subject property should be within the range indicated by the comparable sales, if the subject property was made available for sale and priced reasonably and competitively.

In this case, in an effort to estimate a reasonable exposure time for the subject property, we have relied mainly on the reported exposure times of the sales presented for consideration in the sales comparison approach. Based mainly on this data as well as significant anecdotal information including numerous real estate agent and broker interviews, we have concluded that a reasonable exposure time for the subject property would be approximately six months to one year assuming that the property would be actively marketed at a reasonable and competitive price.

### **Marketing Time**

Unlike exposure time, the marketing time estimate is prospective in nature. Marketing time is defined as:

**Marketing Time:** An opinion of the amount of time it might take to sell a real or personal property interest at the concluded **market value** level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

This definition is also per the 6<sup>th</sup> Edition of *The Dictionary of Real Estate Appraisal* as published by the Appraisal Institute.

Given the date of this report, September 4, 2020, and the current worldwide health and economic crisis as a result the COVID-19 virus, it seems reasonable to expect that a marketing time in excess of the estimated exposure time would be reasonable, i.e., more than one year.

### **Property Rights Appraised**

The property rights being appraised are the unencumbered fee simple estate.

According to the 6<sup>th</sup> Edition of the Appraisal Institute's *The Dictionary of Real Estate Appraisal*:

**Fee Simple Estate:** Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

No responsibility for the marketability of the title of the subject property in this report is assumed.

### **Regional, City, and Neighborhood Data and Analysis**

This section of the report has been intentionally omitted due to the summary nature of this report as well as the client's familiarity with the region, city, and neighborhood.

## **Property Description**

The following description of the subject property is based on our research of the records of the State of Montana and Missoula County as well as a thorough property observation. Again, due to the summary nature of this report and the maps and photographs included in the Addenda of this report as exhibit items, this narrative discussion of the property is admittedly and intentionally brief.



### **Site:**

Per the DOR, the site totals  $\pm 1,600$  sf.

The property fronts a public easement to the west and is private property to the north, south, and east.

Topography is level and at grade with adjacent streets and developments.

The property is zoned R5.4 Residential District.

As an urban parcel, all utilities are available and to the site.

The property is located in the 0.2% Annual Chance Flood Hazard Zone. The flood hazard area map which pertains to the subject property, Panel No. 30063C1460E.

Based on our research, the subject property has minimal, if any, development potential as a result of the zoning requirements.

For the purposes of this report, the soils have not been independently studied nor do we make any representation as to their suitability. However, based on existing developments in the area, it appears that the soils in the area offer adequate load-bearing qualities for most types of development. There do not appear to be any drainage problems associated with the site.

On the issue of soil degradation, an Environmental Site Assessment Report has not been performed. **It is assumed there are no environmental concerns related to the subject. We are not qualified to detect hazardous materials or toxic waste.** Any environmental risk discovered at a later date may or may not require a revised estimate of value, which may or may not simply be a reduction of the value by the estimated cost-to-cure of the environmental condition. Properties known to have environmental risk may carry a stigma in the marketplace, which may or may not affect the value. For more specific environmental site information, it is recommended that, at a minimum, a phase one audit be completed by a qualified soils engineer.

**Site Improvements:**

None.

**Structural Improvements:**

None.

**Taxes and Assessments**

The following tabulation details the parcel number, assessed value, and current property taxes for the subject property.

TABULATION OF SUBJECT PROPERTY TAXES AND ASSESSMENTS				
PARCEL NO.	GEO CODE	LAND AREA (SF)	ASSESSED VALUE	2019 PROPERTY TAXES
5830561	04-2093-06-3-27-06	1,600	\$99,080	\$1,013.25

Complete copies of the DOR records and the Missoula County 2019 real property tax bill is retained in our office work file.

Worth noting, the aforementioned property taxes include various other properties owned by the City of Missoula.

## **Highest and Best Use**

The following definition of highest and best use is taken from the 14th Edition of the Appraisal Institute's *The Appraisal of Real Estate*:

**Highest and Best Use:** The reasonably probable and legal use of vacant land or an unimproved property that is physically possible, legally permissible, appropriately supported, financially feasible, and that results in the highest value.

Implied in this definition is the recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners.

Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (**market value**), another appropriate term to reflect highest and best use would be most "probable use." In the context of investment value, an alternative term would be most "profitable use."

### **As Though Vacant:**

In considering the highest and best use of the subject property, as though vacant and available to be developed to its highest and best use, we gave consideration to any and all uses to which the property is capable of being adapted, or developed, if vacant and unimproved.

The five categories of use recognized are residential, commercial, industrial, agricultural, and special-purpose.

The residential classification typically includes single family residences, duplexes, and four-plexes.

Commercial developments generally include such things as office buildings, retail centers, restaurants, hotels, motels, and multi-family housing developments.

The industrial classification includes such uses as manufacturing parks, warehouses, etc.

Agricultural land uses include cropland, pastureland, timberland, and orchards.

The special-purpose use refers to properties with unique design, or construction, which restricts their utility to the intended use for which they were built and generally includes such things as schools, churches, parks, museums, airports, etc.

Consideration must be given to these uses, recognizing the limitations imposed by the four generally-accepted criteria for highest and best use. These are physically possible, legally permissible, financially feasible, and maximally productive.

To elaborate on these, physically possible recognizes such factors as size, shape, area, terrain, and utilities available.

Legally permissible involves restrictions such as homeowners associations, zoning regulations, building codes, historic district controls, and environmental regulations.

Financially feasible relates to all uses that are expected to produce a positive return.

Maximally productive relates to those uses which satisfy the other three criteria and produce the highest price or value consistent with the return expected by investors in the area.

**Legally Permissible:** This criterion relates to zoning designations or other governmental restrictions for the site, but also recognizes any declaration of covenants, conditions, or restrictions. Conservation easements would be included here as legally limiting the potential development of a property.

Currently, the subject property is zoned R5.4 Residential District. As the name implies, this zoning district allows mainly for residential uses.

Furthermore, this zoning requires a minimum parcel size of  $\pm 5,400$  sf. As was mentioned before, as this minimum parcel size is larger than the subject property land area, this parcel has minimal, if any, development potential. As such it seems that the



property offers very little, if any, benefit to anyone other than an adjacent landowner that may be able to increase development density on their property by assembling the subject property.

To the best of our knowledge, there are no other legal considerations that would limit the potential of the sites, i.e., covenants, deed restrictions, easements (including conservation easements), etc.

**Physically Possible:** The physical features of a site which may affect the potential use(s) include, but are not limited to, location, frontage, size, shape, access, availability of utilities, easements, soils and subsoils, topography, and designated flood hazard considerations.

The subject property involves a land area of  $\pm 1,600$  sf located in the central portion of the City of Missoula. Land uses in the immediate area are mostly residential.

Overall, the property is felt to have good physical attributes for many, but not all, types of development. Those uses that are felt to be culled out at this point include potential developments with large land requirements, i.e., agricultural.

**Financially Feasible and Maximally Productive:** Financial feasibility relates to the investment in the land producing a positive return to the investor, or developer. A positive return to the investment suggests a financially feasible use of the property. This may be a cash return or a return as measured by the utility of the land to the owner.

The highest, or maximum, return on the investment indicates the maximum productivity of the property. This factor is more difficult to measure, as different investors may have differing return requirements. In the case of vacant land, this may be measured by the highest price the land will bring when exposed to the open market.

**Conclusion:** Recognizing the subject's site size, the location, the topography, the current local and national economy, and especially the demand for property in the area, it is our opinion that the highest and best use of the property, as if vacant, would be for assemblage with an adjacent property.

### **As Improved:**

Recognizing that the subject property involves vacant land, this subsection of highest and best use is not applicable.

### **Property Valuation**

The appraisal process is a systematic process in which the problem is defined, the work necessary to solve the problem is planned, and the data involved is acquired, classified, analyzed, and interpreted into an estimate of value.

There are three traditional, or generally-accepted, techniques used in estimating the **market value** of real property. These are generally referred to as the cost approach, the sales comparison approach, and the income capitalization approach.

The cost approach is an estimation of the value of the land, as if vacant and available to be developed to its highest and best use, by market comparisons to which the depreciated, or contributory, value of the improvements is added.

The sales comparison approach is a technique that produces an indication of value by a direct comparison of similar property types that have recently sold, to the subject property; appropriate adjustments for differences are made when and where necessary.

The income capitalization approach produces a value indication by capitalizing the net income, or earning power, of the property by a rate reflected by market transactions or behaviors.

The three approaches to value do not necessarily apply to all types of property. A decision must be made whether a particular approach is applicable in each instance. The key to this decision is whether or not the approach is practical as a yardstick of market performance, or merely a theoretical application. These observations are particularly pertinent in the appraisal of properties in transition to a higher and better use, as well as special use properties where value-in-use is more applicable than **market value**.

In this case, recognizing the type of property under consideration in this appraisal assignment, we have concluded that just the sales comparison approach is pertinent to the process.

## **Sales Comparison Approach**

According to the 14<sup>th</sup> Edition of the Appraisal Institute's *The Appraisal of Real Estate*,

**Sales Comparison Approach:** The process of deriving a value indication for the subject property by comparing similar properties that have been recently sold with the property being appraised, identifying appropriate units of comparison, and making adjustments to the sales prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.

Inherent to the sales comparison approach is the principle of substitution. According to the 14<sup>th</sup> Edition of the Appraisal Institute's *The Appraisal of Real Estate*,

**Principle of Substitution:** The appraisal principle that states that when several similar or commensurate commodities, goods, or services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.

Before getting into the actual valuation analysis, we first want to point out that it is our experience that, in our small market, a bracketing technique works well. Contemporary appraisal texts have begun to recognize bracketing as a valuation technique. Overall, we are of the opinion that the bracketing technique recognizes the imperfect data found in the marketplace. The 14<sup>th</sup> Edition of the Appraisal Institute's *The Appraisal of Real Estate* defines bracketing as:

**Bracketing:** A process in which an appraiser determines a probable range of values for a property by applying qualitative techniques of comparative analysis to a group of comparable sales. The array of comparables may be divided into three groups - those superior to the subject, those similar to the subject, and those inferior to the subject. The adjusted sale prices reflected by the sales requiring downward adjustment and those requiring upward adjustment refine the

probable range of values for the subject and identify a value bracket in which the final value opinion will fall.

Because of the many variables involved in comparing sale properties to the subject property, the importance of the appraiser's judgment and opinion becomes obvious. In other words, the sales themselves do not alone directly indicate a value for the subject property, but these sales, once totally analyzed and correlated with experience and judgment, do help us appraisers in our final value estimate.

### **Last Sale of the Subject Property:**

At this juncture, before discussing the comparisons and analyses of the improved sales, we typically first discuss and analyze the most recent sale of the subject property. In this case, the subject property has been in the current ownership for many years.

### **Site Valuation:**

Land sales with similar amenities located within the immediate neighborhood of the subject property allow for the best comparison and value conclusion. In comparison to the subject property, factors considered include property rights, terms of the sale, location, size, frontage, shape, zoning, topography, etc.

The unit of comparison used in this analysis is based upon a \$/sf. To determine this indication, the sales price (or estimated contributory value of the land) is divided by the total size of the land (in square feet).

$$\frac{\text{confirmed sales price}}{\text{size in square feet}} = \$/\text{sf indication}$$

Regarding the sales themselves and the adjustment process, it has been our experience that all sales differ somewhat from one another. To the extent possible, the differences should be recognized and adjusted for based on the data available. However, in the market it is often difficult, and sometimes impossible, to accurately isolate a given factor. In short, one very seldom finds sale properties which are identical in all respects but one, and thus is able to prove conclusively the value, or lack of, for any one factor due to a difference in sale price. Often, there are positive and

negative factors which offset each other. Nevertheless, the differences in values are real and an attempt, based on as much fact as can be found, will be made to determine the value of these factors. Then, the appraiser may call upon his/her experience to make more subjective judgments. The following generalities are cited to acquaint the reader with a background for our reasoning and judgment to follow:

- ❖ value increases per unit of comparison as the size of the parcel decreases;
- ❖ value tends to decrease as distance from an urban center increases (an exception to this generalization might be certain recreational properties);
- ❖ value tends to decrease as the topography becomes steeper, more rocky, more barren, more arid, etc.;
- ❖ value tends to decrease as access becomes more difficult;
- ❖ value tends to increase with amenities such as creek or lake frontage, or a good view; and
- ❖ value tends to increase when zoning allows greater density and/or a more optimum use of the land.

Obviously, the inverse may be said of each of these statements.

The data set relates to two sales in Missoula. While two sales are thought to represent a bare minimum, fortunately, after confirmation these two sales are believed to be extremely comparable to the subject property.

Rather than tabulate two sales, we would submit that a brief narrative of the sales is more appropriate.



**Land Sale No. 1:** This land sale took place during July of 2018 and involved an assemblage parcel located along the north side of Burlington Avenue.

The sale property involved  $\pm 3,125$  sf of vacant land that was zoned RM2.7.

The site has an existing irrigation ditch which occupies  $\pm 100\%$  of the property and, therefore, had minimal, if any, development potential.

The property sold for \$3,500 which indicates  $\pm$  **\$1.12/sf**.

The sale was memorialized with a Warranty Deed recorded as Document No. 201812300, a copy of which was reviewed for appraisal purposes and is retained in our office work file.

The buyer motivation was for assemblage to their residential property to the west.



**Land Sale No. 2:** This July 2011 land sale involved an assemblage parcel of  $\pm 3,175$  sf located along the north side of South 2<sup>nd</sup> Street West. The land was zoned RM2.7 but due to topographical issues was felt to have little value to anyone other than an adjacent property owner.

The confirmed sales price was \$5,000 which indicates **\$1.57/sf**.

The sale was memorialized with a Warranty Deed recorded as Document No. 201110959, a copy of which was reviewed for appraisal purposes and is retained in our office work file.



The buyer motivation was for assemblage to their residential property to the east.

**Correlation and Conclusion of Site Valuation:**

Having identified and analyzed what we feel are the best sales in the local market for the purposes of this analysis, we must now reconcile the data into an indication of value for the subject property land area. Typically, the data set would be analyzed on a tabulation/adjustment grid in an attempt to recognize and quantify those specific adjustments that are felt to pertain when we compare the comparable sale properties to the subject property. In this case, the data set of two sales neither lends itself nor warrants an adjustment grid. That said, recognizing a slight adjustment upward for size, we have concluded that the information is very supportive of the following value conclusion:

$\pm 1,600 \text{ sf at } \$1.60/\text{sf} = \$2,560, \text{ rounded to } \underline{\underline{\$2,500}}.$

## **Certification**

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct;
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions and conclusions;
- We have no present or prospective interest in the property that is the subject of this report and have no personal interest or bias with respect to the parties involved;
- We have not performed any services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results;
- Our compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal;
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *USPAP*;
- We made a personal observation of the property that is the subject of this report; and

- Rhesa E. Sutton Weston, Research Assistant, provided significant real property appraisal assistance to the persons signing this certification;
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
- As of the date of this report, Kraig P. Kosena has completed the continuing education program for Designated Members of the Appraisal Institute; and
- As of the date of this report, Megan L. Garland has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.

By reason of our investigations, studies, and analyses, an opinion has been formed that the current **market value** of the subject property, as of August 19, 2020, assuming a reasonable marketing time of greater than one year, is as follows:

**Two Thousand Five Hundred Dollars**

**(\$2,500)**



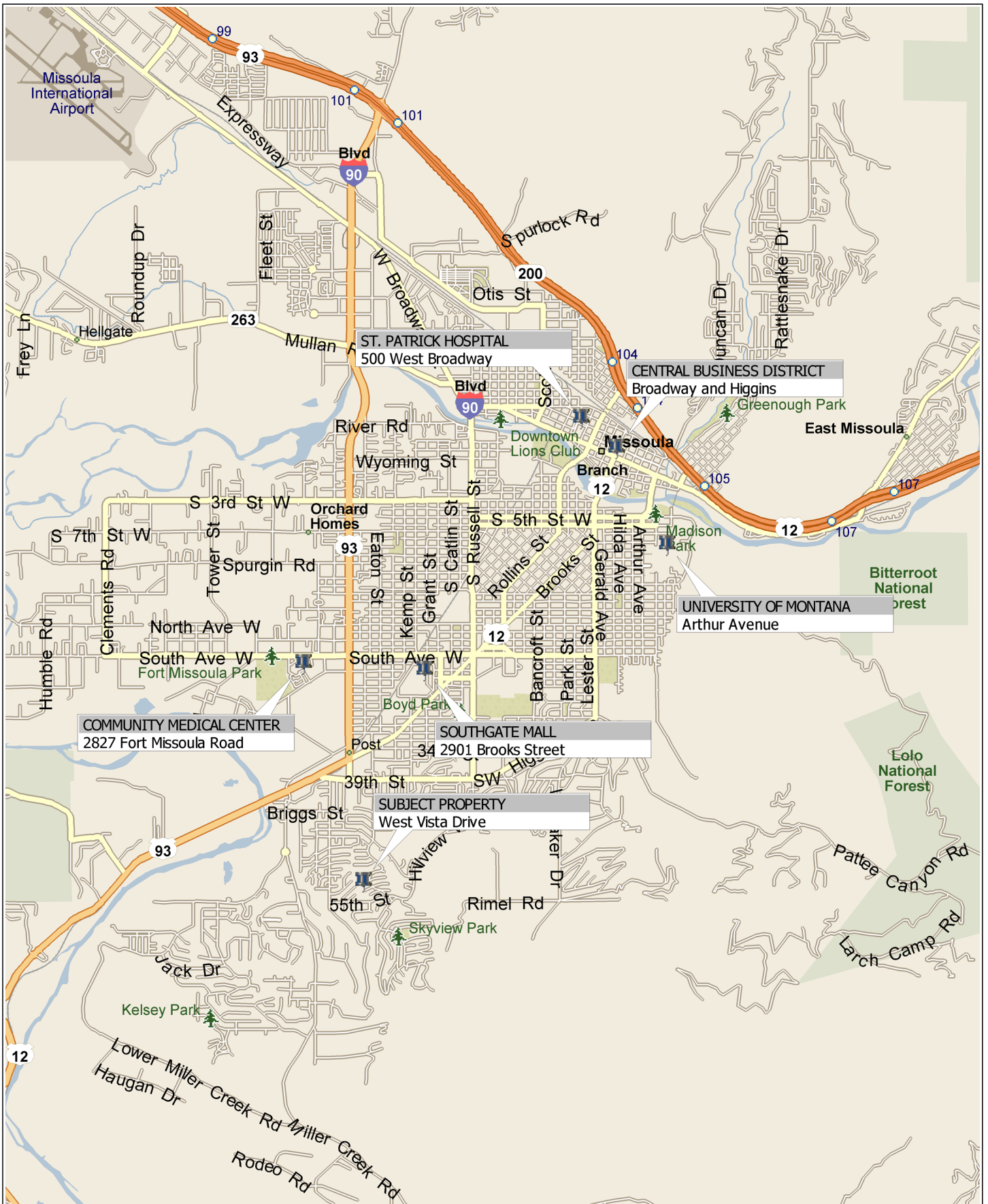
Megan L. Garland, Candidate for Designation  
REA-RAG-LIC-9314



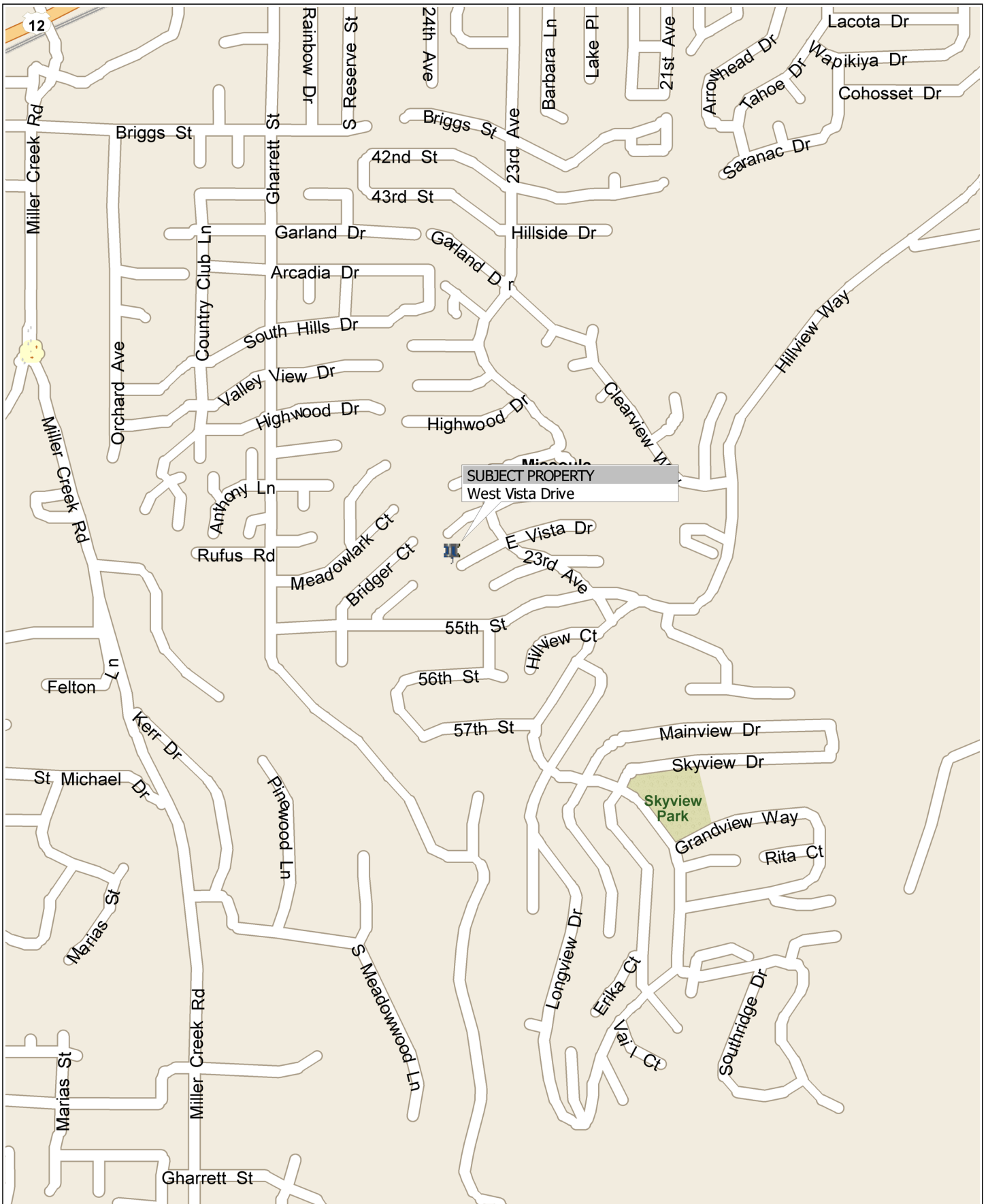
Kraig P. Kosena, MAI  
REA-RAG-LIC-225

## **ADDENDA**

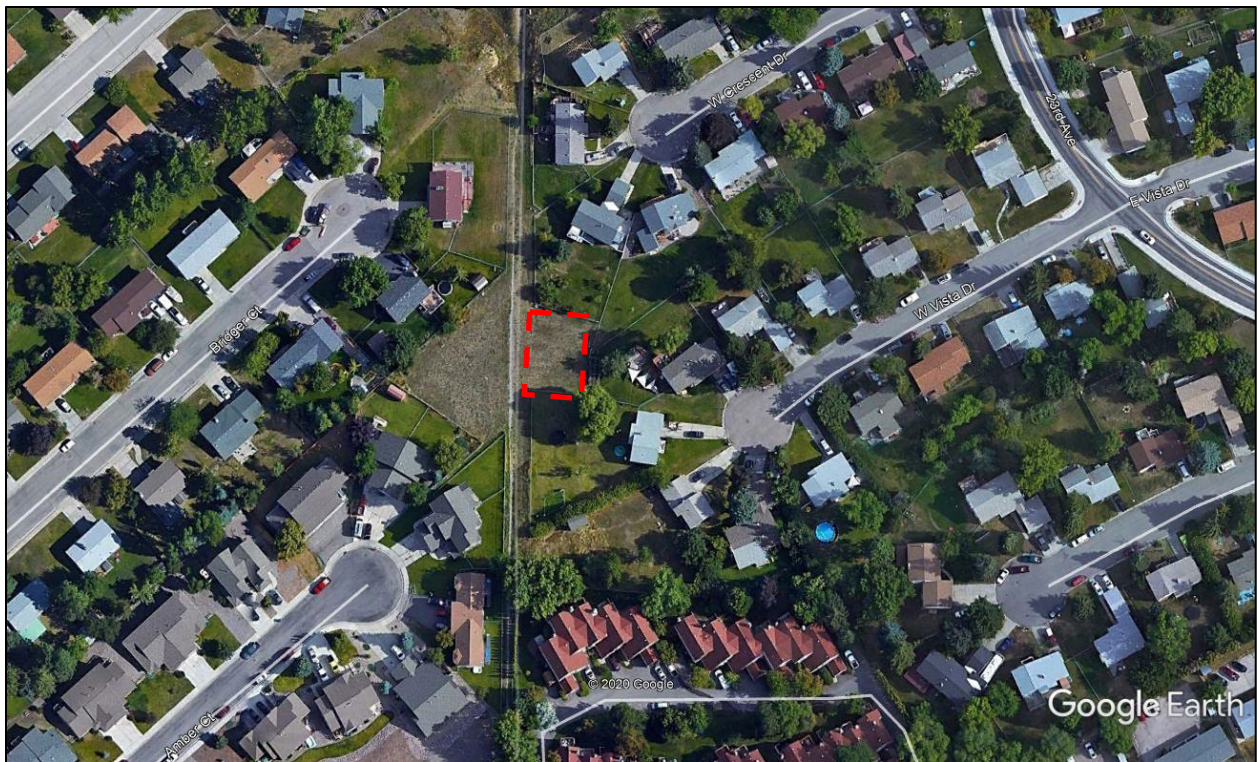
# SUBJECT PROPERTY GENERAL AREA MAP



# SUBJECT PROPERTY NEIGHBORHOOD MAP







**SUBJECT PROPERTY AERIAL PHOTOGRAPH (GOOGLE EARTH)**



## Subject Property Photographs

### Tract 5, Hillview Heights No. 1, Missoula, Missoula County, Montana

#### Photograph No. 1

##### Description:

View facing northerly  
along easement.

##### Date Taken:

8/19/20



#### Photograph No. 2

##### Description:

Site overview facing  
southwesterly.

##### Date Taken:

8/19/20



## **Appraiser's Qualifications - Megan L. Garland**

**Business Experience:** Since July 2013 I have been employed by the full-service appraisal and consulting firm of Kembel, Kosena & Company, Inc. in Missoula, Montana. Having begun as a Research Assistant and transitioned to an Appraiser Trainee, I became a Certified General Appraiser in the State of Montana in 2017. I am currently a candidate for designation with The Appraisal Institute working with Kraig P. Kosena, MAI, as my mentor.

In December 2009 I earned a Bachelor of Science Degree in Business Administration with an emphasis in Finance from the University of Montana.

**Clients:** The following is a partial, representative client list.

Bank of Montana	TrailWest Bank
Farmers State Bank	First Interstate Bank, N.A.
First Security Bank	Glacier Bank
Stockman Bank	Treasure State Bank

**Education:** The following is a summary of real estate appraisal related educational offerings that I have attended.

Graduate of the University of Montana

AI Course	Uniform Standards of Professional Appraisal Practice
AI Course	Basic Appraisal Principles
AI Course	Basic Appraisal Procedures
AI Course	General Appraiser Sales Comparison Approach
AI Course	Real Estate Finance, Statistics Valuation Modeling
AI Course	Online Business Practices and Ethics
AI Course	General Appraiser Income Approach - Part 1
AI Course	General Appraiser Income Approach - Part 2
AI Course	General Appraiser Market Analysis and Highest & Best Use
AI Course	General Appraiser Site Valuation and Cost Approach
AI Course	Advanced Income Capitalization
AI Course	General Appraiser Report Writing and Case Studies
AI Course	Quantitative Analysis

AI Course	Uniform Appraisal Standards for Federal Land Acquisitions
AI Course	Advanced Concepts & Case Studies
AI Course	Advanced Market Analysis and Highest and Best Use

**Certifications:**

Montana Certified General Real Estate Appraiser (Certification No. REA-RAG-LIC-9314)



**State of Montana**  
Business Standards Division  
Board of Real Estate Appraisers

This certificate verifies licensure as:

**CERTIFIED GENERAL APPRAISER**

**REA-RAG-LIC-9314**

Status: **Active**  
Expires: **03/31/2021**

**MEGAN LYNN GARLAND**  
**KEMBEL KOSENA & COMPANY INC**  
**PO BOX 16653**  
**MISSOULA, MT 59808**



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<https://ebiz.mt.gov/pol>



## **Appraiser's Qualifications - Kraig P. Kosena, MAI**

**Business Experience:** Since June 1996 I have been operating my own full-service appraisal and consulting firm known as Kembel, Kosena & Company, Inc. in Missoula, Montana.

From January 1989 to May 1996 I was employed by R.D. Kembel & Associates, Inc., a full-service real estate appraisal and consulting firm also in Missoula, as an Associate Appraiser. My appraisal work included mainly commercial, agricultural, subdivision, conservation easement, and right-of-way appraisals.

In January 1987 I enlisted in the United States Navy and received an honorable discharge in December 1988.

From May until December 1986 I worked as an Associate Appraiser for R.D. Kembel & Associates, Inc.

**Clients:** The following is a partial, representative client list.

Bank of Montana	Bitterroot Valley Bank
Farmers State Bank	First Interstate Bank, N.A.
First Security Bank	Garlington, Lohn & Robinson, PLLP
Glacier Bank	Missoula Federal Credit Union
Missoula International Airport Authority	Montana Department of Transportation
Mountain West Bank	Rocky Mountain Bank
Stockman Bank	Sullivan, Tabaracci & Rhoades, PC
Treasure State Bank	US Bank
Washington Trust Bank	Worden Thane, PC

Fee appraising for various other banks, attorneys, and private parties.

**Education:** The following is a summary of real estate appraisal related educational offerings that I have attended.

Graduate of the University of Montana  
Real Estate Fundamentals - University of Montana

AI Course 101	An Introduction to Appraising Real Property
AI Course SPP	Standards of Professional Practice
AI Course 1BA	Capitalization Theory and Techniques, Part A
AI Course 1BB	Capitalization Theory and Techniques, Part B
AI Course 540	Report Writing & Valuation Analysis
AI Course 550	Advanced Applications
AI Course 700	The Appraiser as an Expert Witness
AI Course 833	Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets
AI Course	General Appraiser Market Analysis and Highest & Best Use
AI Seminar	Rates, Ratios & Reasonableness
AI Seminar	Non-Residential Demonstration Appraisal Report Writing
AI Seminar	Subdivision Analysis
AI Seminar	Timberland Valuation
AI Seminar	Eminent Domain and Condemnation Appraising
AI Seminar	Small Hotel/Motel Valuation
AI Seminar	Sales Comparison Valuation of Small Mixed-Use Properties
AI Seminar	Litigation Skills for the Appraiser
AI Seminar	Partial Interest Valuation - Divided
AI Seminar	Partial Interest Valuation - Undivided
AI Seminar	Case Studies in Commercial Highest and Best Use
AI Seminar	Regression Analysis in Appraisal: Concepts and Applications
AI Seminar	Appraisal Review
AI Seminar	Uniform Standards for Federal Land Acquisitions (Yellow Book)
AI Seminar	Evaluating Commercial Construction
AI Seminar	The Professional's Guide to the Uniform Residential Appraisal Report
AI Seminar	Business Practices and Ethics
AI Seminar	Appraisal Curriculum Overview (2-Day General)
AI Seminar	Introduction to Valuation for Financial Reporting
AI Seminar	Using Spreadsheet Programs in Real Estate Appraisals
AI Seminar	The Discounted Cash Flow Model: Concepts, Issues and Applications
AI Seminar	Water Rights
AI Seminar	Practical Regression Using Microsoft Excel

**Certifications:**

Member of the Appraisal Institute (MAI No. 10,933)

Montana Certified General Real Estate Appraiser (Certification No. REA-RAG-LIC-225)

**Community Involvement:**

Volunteer, Hugh O'Brian Youth Leadership Foundation

Former President, Missoula Exchange Club

Former Member, Board of Directors, Missoula Exchange Club

Former Banquet Committee Volunteer, Rocky Mountain Elk Foundation

Guest Speaker, University of Montana Business School

**Court Experience:**

I have qualified in State and Federal Court as an expert witness in the matter of real estate valuation.

**Other:**

Education Chairman, Montana Chapter of the Appraisal Institute

Former President, Montana Chapter of the Appraisal Institute

Former Member, Board of Directors, Montana Chapter of the Appraisal Institute

Ex-Officio Member and Chairman, Montana Board of Real Estate Appraisers (Governor appointment)





**State of Montana**  
Business Standards Division  
Board of Real Estate Appraisers

**REA-RAG-LIC-225**

Status: **Active**  
Expires: **03/31/2021**

This certificate verifies licensure as:

**CERTIFIED GENERAL APPRAISER**

Supervises: DANE WILLEY

With endorsements of:

\* *REAL ESTATE APPRAISER MENTOR*

**KRAIG P KOSENA  
KEMBEL KOSENA AND CO INC  
PO BOX 16653  
MISSOULA, MT 59808**



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**APPRAISAL, VALUATION AND PROPERTY SERVICES  
PROFESSIONAL LIABILITY INSURANCE POLICY**

**DECLARATIONS - MONTANA**

**Aspen American Insurance Company**

(Referred to below as the "Company")  
590 Madison Avenue, 7th Floor  
New York, NY 10022  
877-245-3510

Date Issued

Policy Number

Previous Policy Number

8/21/2020

AAI002470-06

AAI002470-05

THIS IS A **CLAIMS** MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE **CLAIMS** THAT ARE FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE **EXTENDED REPORTING PERIOD**, IF APPLICABLE, FOR A **WRONGFUL ACT** COMMITTED ON OR AFTER THE **RETROACTIVE DATE** AND BEFORE THE END OF THE **POLICY PERIOD**. **CLAIMS EXPENSES** ARE INCLUDED IN, WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF LIABILITY. PLEASE READ THE POLICY CAREFULLY.

1. Customer ID: 147463  
Named **Insured**:  
KEMBEL, KOSENA & COMPANY, INC.  
Kraig P. Kosena, MAI  
432 West Spruce Street, #101  
Missoula, MT 59802
2. **Policy Period**: From: 09/08/2020 To: 09/08/2021  
12:01 A.M. Standard Time at the address stated in 1 above.
3. **Deductible**: \$1000 Each Claim
4. **Retroactive Date**: 09/08/1999
5. **Inception Date**: 09/08/2015
6. **Limits of Liability**:  
A. \$1,000,000 Each Claim  
B. \$2,000,000 Aggregate  
  
Subpoena Response: \$5,000 Supplemental Payment Coverage  
Pre-Claim Assistance: \$5,000 Supplemental Payment Coverage  
Disciplinary Proceeding: \$12,500 Supplemental Payment Coverage  
Loss of Earnings: \$500 per day Supplemental Payment Coverage

7. **Covered Professional Services (as defined in the Policy and/or by Endorsement):**


Real Estate Appraisal and Valuation:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Residential Property:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Commercial Property:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Bodily Injury and Property Damage Caused During Appraisal Inspection (\$100,000 Sub-Limit):	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	(If "yes", added by endorsement)
Right of Way Agent and Relocation:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Machinery and Equipment Valuation:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Personal Property Appraisal:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	(If "yes", added by endorsement)
Real Estate Sales/Brokerage:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	(If "yes", added by endorsement)

8.	Report <b>Claims</b> to: LIA Administrators & Insurance Services, 800-334-0652, P.O. Box 1319, 1600 Anacapa St, Santa Barbara, California 93101
9.	<b>Annual Premium:</b> <b>\$2,109.00</b>
10.	<b>Forms attached at issue:</b> LIA002 (04/19) LIA MT (09/19) LIA012 (05/19) LIA164 (05/19) LIA165 (05/19)

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named **Insured** and the Company.

08/21/2020

Date



By \_\_\_\_\_

Authorized Representative

Tract 5 Hillview Heights



**RESOLUTION NUMBER \_\_\_\_\_**

**A resolution of the Missoula City Council to authorize the sale of the real property located in the City of Missoula consisting of Hillview Heights #1, S06, T12N, R19W, Tract 5 (recording reference Book 7 Micro Page 1476), a platted subdivision in the City of Missoula, Montana, according to the official plat thereof.**

**WHEREAS**, the City owns the property described as Hillview Heights #1, S06, T12N, R19W, Tract 5 (recording reference Book 7 Micro Page 1476), and shown on Exhibit A, attached to this Resolution (the "Property"); and

**WHEREAS**, the City acquired the Property as part of the condemnation of the assets of Mountain Water Company, and as a result, it is an asset of the City water utility; and

**WHEREAS**, the City water utility's Facility Needs Assessment determined that the Property is no longer necessary for the utility; and

**WHEREAS**, the City conducted an appraisal of the Property, which determined the Property to have a market value of \$2,500; and

**WHEREAS**, the City has received an offer to buy the Property for \$2,600; and

**WHEREAS**, Section 7-8-4201, Montana Code Annotated, provides that a city may sell, dispose of, donate or lease any property belonging to the city by resolution approved by two-thirds vote of all members of the council.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Missoula, Montana, that the Property described above is approved for sale consistent with the buy-sell agreement attached as Exhibit B, and the Mayor is authorized to execute any documents necessary to effectuate the sale of the Property.

**BE IT FURTHER RESOLVED** that the proceeds from the sale of the Property shall be deposited in the Water Enterprise Fund to be used by the water utility.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Martha L. Rehbein  
City Clerk

\_\_\_\_\_  
John Engen  
Mayor

(SEAL)

**Exhibit A – Map of Property Location**

## **Exhibit B – Buy-Sell Agreement**