



Livingston City Commission Agenda

October 21, 2025 — 5:30 PM

City – County Complex, Community Room

<https://us02web.zoom.us/j/88051710970?pwd=WKt0fF9xkanvvynCgVhpFjNx79nlZz.1>

Meeting ID: 880 5171 0970

Passcode: 328234

1. Call to Order

2. Roll Call

3. Public Comment

Individuals are reminded that public comments should be limited to item over which the City Commission has supervision, control jurisdiction, or advisory power (MCA 2-3-202)

4. Consent Items

A. APPROVAL OF MINUTES FROM OCTOBER 07, 2025, REGULAR MEETING PG.4

B. APPROVAL OF CLAIMS PAID 10/2/25 - 10/15/25 PG.126

C. JUDGES MONTH REPORT FOR SEPTEMBER 2025 PG.135

D. PLEDGED SECURITIES FOR SEPTEMBER 2025 PG.137

E. AGREEMENT 20230 WITH PARK COUNTY FOR THE TRANSFER OF A BULK WATER STATION PG.141

F. AGREEMENT 20231 WITH ASKIN CONSTRUCTION PG.146

G. AGREEMENT 20232 WITH TD&H ENGINEERING PG.149

5. Proclamations

A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING OCTOBER 21, 2025 AS CUB SCOUT DAY IN LIVINGSTON, MONTANA PG.196

B. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING OCTOBER 23, 2025 AS NATIONAL PARALEGAL DAY IN LIVINGSTON, MONTANA PG.198

6. Scheduled Public Comment

7. Action Items



- A. RESOLUTION 5178: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$33,689 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$1,034 [PG.200](#)**
- B. UPDATE REGARDING MOBILE CRISIS RESPONSE TEAM [PG.204](#)**
- C. UPDATE FROM PUBLIC WORKS DEPARTMENT'S WATER AND SEWER DIVISIONS [PG.207](#)**
- D. CLOSED SESSION TO DISCUSS LEGAL STRATEGY PURSUANT TO MCA 2-3-203(4)(b)**
- E. CLOSED SESSION PURSUANT TO MCA 2-3-203(3).**

8. City Manager Comment

9. City Commission Comments

10. Adjournment

Calendar of Events

Supplemental Material

Notice

- Public Comment: The public can speak about an item on the agenda during discussion of that item by coming up to the table or podium, signing-in, and then waiting to be recognized by the Chairman. Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).
- Meeting Recording: An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Administration. The City does not warrant the audio and/or video recording as to content, quality, or clarity.
- Special Accommodation: If you need special accommodations to attend or participate in our meeting, please contact the Fire Department at least 24 hours in advance of the specific meeting you are planning on attending.

File Attachments for Item:

A. APPROVAL OF MINUTES FROM OCTOBER 07, 2025, REGULAR MEETING



Livingston City Commission Agenda

October 7, 2025 — 5:30 PM

City – County Complex, Community Room

<https://us02web.zoom.us/j/86520886981?pwd=1AJYvhN38oTEgEqj1nWpUcLrHEQTJF.1>

Meeting ID: 865 2088 6981

Passcode: 545898

1. Call to Order

5:32 PM Chair Schwarz called the meeting to order

2. Roll Call

- Chair Schwarz
- Vice Chair Nootz
- Commissioner Kahle
- Commissioner Lyons – Virtual
- Commissioner Willich

City Staff Present

- City Manager Grant Gager
- Policy Analyst Greg Anthony
- Chief of Police Wayne Hard
- Public Works Director Shannon Holmes
- Chief of Fire and Rescue Josh Chabalowski
- Fire and Rescue Blake Roehl
- Fire and Rescue Meghan Viegut
- Fire and Rescue Zale Filce
- Fire and Rescue Scot Shank
- Fire and Rescue Scot Olsen



- Building Inspector Brad Haefs
- WRF Superintendent Trace Tidwell
- WRF Operator J Taylor
- WRF Operator Nathan McClure

3. Public Comment

Individuals are reminded that public comments should be limited to item over which the City Commission has supervision, control jurisdiction, or advisory power (MCA 2-3-202)

Public comment was offered by:

- Leslie Fiegel expressed concerns about consent item E and street closure that will occur during the July 2nd parade of 2026. She read some data she found about bulb outs in other areas where they were being removed.
- Linda Tang presented a petition for the Parks Master Plan.
- Lindie Gibson expressed concern about the bulb outs and was upset about a woman being fine for sleeping their vehicle.
- Barbara Britt expressed concern about the survey. She also expressed concern about the parking lot suggested at the gazebo and parking in general at Sacagawea Park.
- Linda Maher expressed relief when the bulb outs went away. She also helped with the petition for the Parks Master Plan and the folks she spoke with were not aware of the survey. She wondered how much the input was being looked at.
- Jay Keifer expressed concern about street closures for events.
- Patricia Grabow brought the original deeds for a couple of our parks and discussed the deeds and how the land should be used based on what was in the original paperwork.
- Rebecca Bird wondered about better sound equipment for the Community Room. She expressed concern about communication with our older population.

The City Manager stated the schedule attached to consent item E is a preliminary schedule, and he assured the community that the parade would not be interrupted because of this project.

Vice Chair Nootz clarified the City staff and engineers didn't make the Parks Master Plan. It was built by a consulting firm with the public. She also clarified that this Commission works really hard to save trees and there is no one looking to get rid of trees on the Commission or City staff. She advised if community members have questions to try and direct them to the City Manager, and advised that the Commission does not direct staff.

Commission Kahle also stated they will get in a lot of trouble if the Commission directs staff, and reminded that their only employee is the City Manager.



Vice Chair Nootz expressed discomfort about comments made regarding City staff and transparency, and stated things have been more transparent than they ever have been.

Chair Schwarz clarified that with the Parks Master Plan it can be adopted, but it doesn't mean it is set in stone. He stated that anything related to that will go through public process.

Commissioner Kahle reminded that the Parks Master Plan is still in process and has not yet come before the Commission for discussion.

Chair Schwarz asked about the FOIA request.

The City Manager stated this has been taken care of. He also stated that the event for Donkey Days was great and he also very sure the 6th Street Block Party did not receive a \$6500 bill for their event.

Chair Schwarz reminded that there is a permitting process for events.

The City Manager thanked Becky Bird for her comments and understands the challenges that come with reaching all community members. He hopes more folks sign up for the City Newsletter, and also gave his phone for folks to reach him as well 406-223-4475.

4. Consent Items

A. APPROVAL OF MINUTES FROM SEPTEMBER 16, 2025, REGULAR MEETING [PG.4](#)

B. APPROVAL OF CLAIMS PAID 9/11/25 - 10/1/25 [PG.60](#)

C. JUDGES MONTH REPORT AUGUST 2025 [PG.79](#)

D. PURCHASE ORDER 20224 FOR 2 DUMP TRUCKS [PG.81](#)

E. AGREEMENT 20225 WITH TD&H [PG.87](#)

F. APPROVAL OF THREE CITY-COUNTY INTERLOCAL AGREEMENT (COMPACT) CHAPTERS [PG.109](#)

G. PURCHASE ORDER 20226 WITH RESSLER MOTORS FOR A TRUCK [PG.121](#)

Vice Chair Nootz pulled consent item F.

Vice Chair Nootz motioned to approve consent items A-E & G, seconded by Commissioner Kahle. Unanimously approved.

Vice Chair Nootz asked for a really brief update on consent item F.

The City Manager stated this item is the approval of 3 chapters of the City County Compact. The compact governs a number of interactions that the City and County primarily in the provision of service or operation of certain facilities. Chapter zero and one were approved a year ago, and have recently done the GIS service chapter. Tonight, for the review are the Law Enforcement Mutual



Assistance, IT Service, and Dispatch Services. He stated IT and Dispatch service operate fairly similarly in that we have shared employees. Each entity responsible for employment is responsible for developing a budget for the services and for the department. The non- host entity provides reimbursement of 50% of the budgeted cost for each entity to operate. In the law enforcement section, it provides that certain circumstances Livingston Police may go outside of our jurisdiction, outside of City limits to support the Park County Sheriff's Office, and in times of need the Park County Sheriff's Office may support Livingston Police Department. There is a mechanism to provide funding in case of a large event in either jurisdiction.

Vice Chair Nootz asked since this is an agreement between 2 legislative bodies, but it's carried out by 2 executive bodies, so she wondered how should the Commission expect to receive updates on this if there are changes made.

The City Manager stated the last version of this agreement expired in 2012, so we've been operating without an agreement. If there is a change in these agreements they would come back before the Commission. He stated he does not have the power to modify contracts of this nature. He will include operations with Park County into his updates that he brings before the Commission as well.

Vice Chair Nootz motioned to approve Consent Item F, seconded by Commissioner Kahle. Unanimously approved.

5. Proclamations

A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING OCTOBER 2025 AS FIRE PREVENTION MONTH IN LIVINGSTON, MONTANA. [PG.126](#)

Chair Schwarz read the proclamation.

The City Manager stated the number of firefighters has increased from 16 to 20 since last year, and that was due to the recommendation that was adopted by the City Commission to increase the staffing in the Livingston Fire and Rescue Department to account for the increase in calls. He thanked the City Commission for the additional resources to LFR.

Commissioner Willich acknowledged we have the busiest single station in the state, and the most advanced EMS in the state, which he expressed was awesome.

Commissioner Kahle thanked the department and thanked them for their hard work.

Vice Chair Nootz expressed that it was great that they are so trained beyond anybody else, and thanked them for their hard work saving lives.

B. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING OCTOBER 5-11 2025 AS CODE ENFORCEMENT APPRECIATION WEEK IN LIVINGSTON, MONTANA. [PG.128](#)



Chair Schwarz read the proclamation.

The City Manager stated that their service is invaluable to the community. He acknowledged Brad who does City building inspections and thanked him for his hard work.

Chair Schwarz recognized it's a thankless job at times, and thanked them for all their hard work.

Vice Chair Nootz expressed she is grateful that there are 3 people in the department to thank because it is something the community was asking for from the City for a long time was consistent code enforcement. She thanked them for their hard work.

Building Inspector Brad Haefs complimented Helen and Darci for keeping things up in record time and they are exemplary.

6. Scheduled Public Comment

7. Action Items

A. RESOLUTION 5177: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO AMEND THE BUDGET FOR FISCAL YEAR 2024-2025, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$33,689 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$1,034. [PG.130](#)

The City Manager stated this item is an intent to amend the budget for the recently closed FY 24/25. There were 5 changes that show on the items staff report.

Commissioner Lyons stated on page 131 that the FY needs updated.

Commissioner Kahle motioned to approve this resolution, seconded by Commissioner Lyons. Unanimously approved.

B. UPDATE ON WATER RECLAMATION FACILITY REPAIRS [PG.135](#)

The City Manager stated they have previously discussed an issue that arose at the WRF almost a year ago. The team at WRF worked to bring basin 2 back into use. Shortly after the first catastrophic failure they noticed the second basin was likely to suffer the same fate. They were prepared to have the team come in August to do the repairs on the second basin, it actually failed in July. He introduced WRF Superintendent Trac Tidwell to give a presentation.

WRF Superintendent Trace Tidwell gave a brief presentation.

Vice Chair Nootz expressed that they have been working on this for over a year in crisis mode and how great it is that nobody's service has changed in the City.

Vice Chair Nootz motioned for a 10-minute break, seconded by Commissioner Kahle. Unanimously approved.



C. CITY MANAGER UPDATE ON GROWTH POLICY IMPLEMENTATION PG.137

The City Manager gave a presentation on the Growth Policy.

Commissioner Lyons stated he is excited to see the implementation of the Zoning Code Update.

Commissioner Kahle expressed that it is great to see the amount of implementation that has been done. She thanked the City Manager and staff for moving it forward.

Vice Chair Nootz recalled what steps were take to get the Growth Policy to where it is now. She expressed how great it is to see where it is now and so many things are in progress and being worked on. She thanked the City Manager and staff for working on all of it.

Pubic Comment was offered by:

- Becky Bird expressed how impressive the Growth Policy document is and she feels it is comprehensive. She stated that the presentation tonight really helped bring it all together so she understands the plan.
- Linda Maher asked if the public was involved in the implementation of this.

Vice Chair Nootz stated that when City Manager Gager started the Commission made it clear that the Growth Policy was a high priority for them. He put together a work plan and it broke down 4 priorities based on the public and Commission. She also stated the most strategies came through Commission documents and the City Manager has made a lot of this process public.

The City Manager stated there have been a number of public processes embedded in the work that he just presented. He gave example of the Parks Master Plan started 8 months ago and they had another in-person meeting on August 12th, and there will be future public meeting as it's adopted.

Vice Chair Nootz stated there have been a lot more public meetings brought to the community to support the need for transparency into how the Executive Branch makes decisions.

- Patricia Grabow recalled doing something like this in another community she lived.

8. City Manager Comment

The City Manager stated he appreciates the ability to update the Commission and public on progress and implementing these documents, and thanked them for their hard work.

9. City Commission Comments

Commissioner Willich stated it was a great meeting.



Commissioner Lyons thanked everyone for a great meeting and stated that September was 3 degrees above normal. He appreciates seeing updates and implementations of the Growth Policy.

Commissioner Kahle thanked the City Manager for the update on the Growth Policy.

Vice Chair Nootz asked if there were updates for downtown and snow removal.

The City Manager stated we have a new Street Superintendent, Patrick Stewart, and the Streets team will be able to handle plowing among many other things with their new Superintendent and full team.

Chair Schwarz thanked the public for their engagement.

10. Adjournment

9:50 PM Commissioner Lyons motioned for adjournment, seconded by Commissioner Kahle. Unanimously approved.

Calendar of Events

Supplemental Material

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City of Livingston
220 E. Park St
Livingston, MT 59047

Oct 6, 2025

Represented by a group of concerned community members.

Dear City Commission,

Tonight, we are submitting a petition by the City of Livingston and Park County Citizens who utilize, share, walk, run, bike, play and enjoy our parks throughout the City of Livingston community.

Tonight, we are turning in 420 signatures from the City and County residents and we are not done as many signature pages are still out and still collecting.

The reason for the petition is basically down to three categories.

1. To make sure ALL citizens are aware of the Parks Master Plan created by the City Staff and Stockwell Engineers, that will be up for a vote by the commission for changes.
2. The survey the City had out to the public was not adequate as the questions and survey points were repetitious, not all questions were included and basically not user friendly. This was brought to

REQUEST TO HOLD THE PARKS MASTER PLAN FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

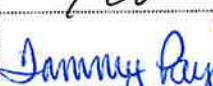
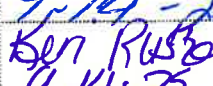
The undersigned community members and their signatures are requesting the City of Livingston to **hold the vote** by the commission for the Parks & Trails Master Plan draft of August 2025, until all community demographic groups can participate with the survey put forth. This petition to be turned in prior to the agenda meeting with notes. All community members in the City and County are invited to sign as users of the Livingston parks lands.

#	Printed Name	Signature	Full Addresss
1	ROSEMARY SKELOY-BROWN	Rosemary Skeloy Brown	1215 WILDFLOWER TRL
2	KRISTINA LANKFORD	Kristina Lankford	720 N. 10 th St Liv MT 54047
3	Diana Rampold	Diana Rampold	319 S 8th Livingston
4	Terry Devine	Terry Devine	1 Pine Grove Ln. Liv
5	DENNIS PLUMMER	Dennis Plummer	515 N. F. ST
6	Bob Skillman	Bob Skillman	522 N 11th St
7	Michael Co	Michael Co	251m 25th & Hwy
8	Stacy Powers	Stacy Powers	822 East Geyser
9	David Giambro	David Giambro	400 326 S. 7th
10	Darin Feigel	Darin Feigel	415 S. F. ST.
11	Cheryl Brunk	Cheryl Brunk	407 S 6 th St
12	DEAN ZIGLER	Dean Zigler	E. LEWIS
13	Jim Huberman	Jim Huberman	1524 MT. BALDY DR.
14	Amy Otten	Amy Otten	80 Bozeman Hill Rd
15			
	Linda Lang	Verified signature & date	10-5-2025

REQUEST TO HOLD THE PARKS MASTER PLAN FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

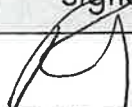
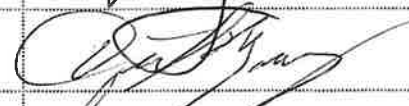
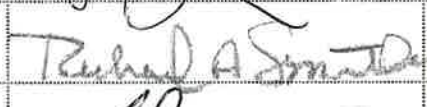
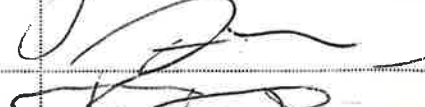
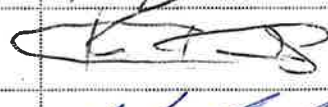
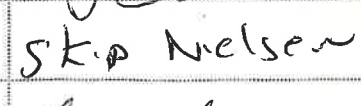
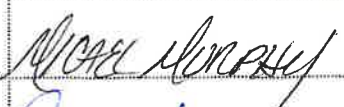
The undersigned community members and their signatures are requesting the City of Livingston to **hold the vote** by the commission for the Parks & Trails Master Plan draft of August 2025, until all community demographic groups can participate with the survey put forth. This petition to be turned in prior to the agenda meeting with notes. All community members in the City and County are invited to sign as users of the Livingston parks lands.

#	Printed Name	Signature	Full Address
1	Rick Whitman	 12 Sept '25	1201 Wineglass Ct Apt F Livingston MT 59047
2	Dakota Talt	 12 Sept 25	1202 Wineglass Ct Unit H Livingston MT 59047
3	Ross Olmstead	 12 Sept 25	611 North N Street #16 Livingston MT 59047
4	Jennifer Leinen	 12 Sept 2025	1202 Wineglass Ct Unit G Livingston, MT 59047
5	Bj Kohler	 9-12-25	123 So. Mo St. Livingston, MT 59047
6	Randy J. Kohler	 9/12/25	123 So. Mo St Livingston MT 59047
7	Tiffany Dennison	 9/13/25	15 CRAZYHEAD RD Livingston, MT 59047
8	Deanna Brane	 9/13/25	410 N. 6th Street Liv, MT 59047
9	KEITH LAWRIE	 9-14-25	109 S N 6th St Liv. MT. 59047
10	TAMMY DAVNE-SMITH	 9/14/25	425 N. 6TH LIVINGSTON, MT 59047
11	Matt Smith	 9/14/25	425 N. 6th St. Livingston, MT 59047
12	Scott McMillan	 9-14-25	530 N 6th St Livingston, MT 59047
13	Wayne Haag	 9-14-25	512 N 6th Livingston MT 59047
14	KERI RUSSELL	 9-14-25	2003 SUN AV. LIVINGSTON, MT 59047
15	ELAINE KIMBLER	 9-14-25	1313 W. Gayper Liv, MT 59047
	Barbara Britt	Verified signature & date	10-6-25

Barbara Britt

REQUEST TO HOLD THE PARKS MASTER PLAN**FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026**Started Sept 11th 2025

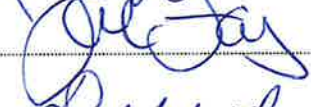
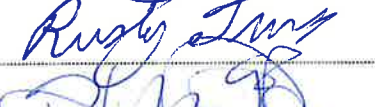
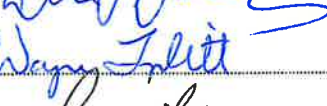
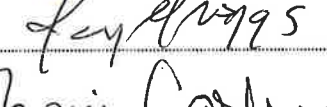
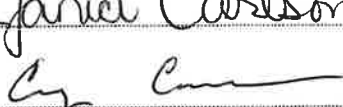
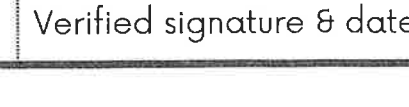
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#	Printed Name	Signature	Full Addresss
1	ROBIN OGATA		226 S. MAIN, LIVINGSTON
2	Dick Murphy		PO Box 322
3	Thomas Murphy		424 S H LIVINGSTON
4	Rob Cahner		507 S 10 th Street Livingston
5	RICHARD A. SMITH		45 W. GEYSER LIVINGSTON
6	Skye Murphy		424 S. 6 th St. Livingston
7	John Murphy		424 S 6 th Livingston, MT
8	John Olson		311 W. Geyser
9	JENNA WILKINSON		1115 3 rd St LIVINGSTON, MT
10	KENT WILKINSON		110 S 3 rd St LIVINGSTON, MT
11	Will Potenberg		1629 N Hobart Blvd #2 Los Angeles, CA 90027
12	Steve Jones		304 S. I. Livingston, MT 59047
13	Skip Nielson		425 South 6 th Street
14	MICHAEL MURPHY		208 S 11 th St LIVINGSTON, MT
15	Anne Nichting		81 Mission Meadow Rd Livingston, MT 59047
	London Jorg	Verified signature & date	10-6-2025

REQUEST TO HOLD THE PARKS MASTER PLAN FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

The undersigned community members and their signatures are requesting the City of Livingston to **hold the vote** by the commission for the Parks & Trails Master Plan draft of August 2025, until all community demographic groups can participate with the survey put forth. This petition to be turned in prior to the agenda meeting with notes. All community members in the City and County are invited to sign as users of the Livingston parks lands.

#	Printed Name	Signature	Full Address
1	Mark Nardin		1024 Prairie Dr Livingston 59047
2	Beverly Dawson		426 S. 11th Livingston MT 59047
3	Joe Fay		329 S. 2nd St Livingston MT 59047
4	Donald Wood		22 E. 1st Avenue Lane 59047
5	Adam Tanner		1003 E. Montana St
6	Cathy Brandon		5 Carol Lane Livingston
7	Rusty Trzovic		989 Swingley Road 59047
8	Lisa Phelan		818 Hwy 89 N / Livingston
9	Martha Downing		1106 West Park St 1106 West Park St Livingston MT
10	Dani Downing		1106 WEST PARK ST LIVINGSTON MT.
11	Wayne Triplett		610 Nova Drive
12	Jay Griggs		266 Red Pine Trl Hudson WI 54016
13	Janice Carlson		112 Elm Ln Livingston MT 59047
14	Cy Carolan		112 Elm Livingston MT 59047
15			
	Lorela Long	Verified signature & date	10-6-2025

REQUEST TO HOLD THE PARKS MASTER PLAN FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

The undersigned community members and their signatures are requesting the City of Livingston to **hold the vote** by the commission for the Parks & Trails Master Plan draft of August 2025, until all community demographic groups can participate with the survey put forth. This petition to be turned in prior to the agenda meeting with notes. All community members in the City and County are invited to sign as users of the Livingston parks lands.

#	Printed Name	Signature	Full Addresss
1	BRAD PALMER	Brad Palmer 9-12-25	8 Big Horn Dr Livingston MT 59047
2	Cindy Anderson	Cindy Anderson 9-12-25	76 Shamrock Lane Livingston MT 59047
3	PAUL DOWELL	Paul Dowell 9-12-25	119 S. M. ST. LIVINGSTON MT
4	Mike McLaughlin	Mike McLaughlin 9-12-25	606 Nova Drive 59047
5	Lori Clift	Lori Clift 9-12-25	614 Meadowlark Ln 59047
6	Donald L Clift	Donald L. Clift 9-12-25	614 MEADOWLARK LN.
7	Diana Berlin	Diana Berlin 9-12-25	220 So H Livingston, MT 59047
8	Mary Lou Miller	Mary Lou Miller 9-12-25	1202 Wineglass Ct Unit B Livingston, MT 59047
9	Michael DeMaune	Michael DeMaune 9-12-25	1202 Wineglass Ct Unit B Livingston, MT 59047
10	Paula Booth	Paula Booth 9/12/25	1202 Wineglass Ct. Unit A Livingston, MT 59047
11	Dorothy Quesenberry	Dorothy Quesenberry 9/12/25	1202 Wineglass Ct unit D Livingston, MT 59047
12	Karen Coates	Karen Coates 9-12-25	1202 Wineglass Ct. Unit F Livingston, MT 59047
13	Joe Mowrey	Joe Mowrey 9/12/25	2304 Constellation Pl Livingston, MT 59047
14	Kirsten Holy Cross	Kirsten Holy Cross 9-12-25	1203 Wineglass Court Unit C Liv. Mt 59047
15	Ogden Bowen	Ogden Bowen 9/12/25	1203 Wineglass Ct. Unit D Livingston MT 59047
	Linda Lang	Verified signature & date	Oct. 6 - 2025

REQUEST TO HOLD THE PARKS MASTER PLAN**FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026**Started Sept 11th 2025

The undersigned community members and their signatures are requesting the City of Livingston to **hold the vote** by the commission for the Parks & Trails Master Plan draft of August 2025, until all community demographic groups can participate with the survey put forth. This petition to be turned in prior to the agenda meeting with notes. All community members in the City and County are invited to sign as users of the Livingston parks lands.

#	Printed Name	Signature	Full Address
1	Barbara Britt	Barbara Britt	919 W Crawford - Livingston
2	Linda A. Bales	Linda A. Bales	620 E. Milky Way Dr Livingston
3	Jessica Haerr	J Haerr	229 South 10th Livingston
4	Beth Smith	Beth Smith	155 Canyon View DR Livingston
5	Cynde Alverson	Cyndi Alverson	65 Wineglass Loop N Livingston - 59047
6	Howard ALVERSON	Howard Almon	65 Wineglass Loop Dr Livingston 59047
7	Schona Mears	Schona Mears	612 N. 9th St. Livingston, MT 59047
8	Mary Sellanz	M Sellanz	315 315 W Callender
9	Ellen Barron	Ellen Barron	2221 Willow Drive
10	Steve Yager	Steve Yager	166 Paradise Dr. Livingston
11	Dorothy Parker	DOROTHY Parker	117 N M St. Livingston
12	MAGGIE PRINIZ	Maggie Prutz	79 N 8th ST. Livingston
13	Debra Shandy	Debra Shandy	190 Canyon View Dr.
14	Muffy Norquist	M Norquist	101 Arbor Dr.
15	Janet Myers	Janet Myers	1305 E. Lewis Livingston
	Barbara Britt	Verified signature & date	10-6-25
	Barbara Britt		

REQUEST TO HOLD THE PARKS MASTER PLAN FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

The undersigned community members and their signatures are requesting the City of Livingston to **hold the vote** by the commission for the Parks & Trails Master Plan draft of August 2025, until all community demographic groups can participate with the survey put forth. This petition to be turned in prior to the agenda meeting with notes. All community members in the City and County are invited to sign as users of the Livingston parks lands.

#	Printed Name	Signature	Full Addresss
1	DEBORAH MOYSE	Deborah Moys	3 KATAHDIN 59047 LIVINGSTON MT
2	ROGER MOYSE	Roger Moys	3 KATAHDIN LAKE LIVINGSTON MT 59047
3	Judy Melin	Judy Melin	214 S. 9th ST Livingston, MT
4	Bob Meacham	Bob Meacham	10 Royal Wulff Livingston, MT
5	Joanne Meacham	Joanne Meacham	10 Royal Wulff Livingston, MT
6	Lana Sheen	Lana Sheen	16 Felix Lane Livingston, MT
7	Don Sheen	Don Sheen	16 Felix Ln Livingston
8	FRANK WOMBACHER	Frank Wombacher	712 Nebula St. city
9	Jean Sandberg	Jean Sandberg	220 S Yellowstone
10	Beverly Harris	Beverly D. Harris	262 So. 7th St.
11	Alice Senter	Alice Senter	910 W Summit Livingston
12	TERESA LEHDAN	Teresa Le	214 W 5th Clyde Park MT 59018
13	Ed Gilbert	Ed Gilbert	408 Park Ave Clyde Park MT 59018
14	Bruce Lay	Bruce Lay	57 Cutthroat Lane Liv. 59047
15	Cathy Rappart	Cathy Rappart	15 Felix Lane Livingston MT 59047
	Linda Long	Verified signature & date	10-15-2025

REQUEST TO HOLD THE PARKS MASTER PLAN FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

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#	Printed Name	Signature	Full Address
1	Kathy Guthrie	Kathy Guthrie	107 S F St
2	JoAnn Ferguson	JoAnn Ferguson	615 Robin Ln.
3	LuAnn Peterson	LuAnn Peterson	97 Deep Creek Rd, So Fork
4	Robert Peterson	Robert Peterson	" " " " "
5	Bruce Gilman	Bruce Gilman	112 Sunset Drive Livingston
6	Theresa Gilman	Theresa Gilman	" " " " "
7	Richard A. Dyer	Richard A. Dyer	1870 E. River Rd. Livingston
8	Jeff Mount	Jeff Mount	10 COLEDGE SPRING RD - LIVINGSTON
9	Melody Mount	Melody Mount	10 Colodab Spring Rd Livingston
10	Joan Berg	Joan Berg	9 FELIX LN Livingston Mt.
11	Rita Wright	Rita Wright	209 Main St W. Clyde Park
12	K. R. Heberlein	K. R. Heberlein	205 Spruce Livingston
13	JAMES MEREDITH	James Meredith	206 Spruce Ln, Livingston
14	Avis Hammer	Avis Hammer	17 Bonnie Way Livingston
15	JOE PIERCE	Joe Pierce	27 KESTREL RIDGE PARK
	Linda Long	Verified signature & date	10 - 12 - 2025

REQUEST TO HOLD THE PARKS MASTER PLAN

FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

The undersigned community members and their signatures are requesting the City of Livingston to **hold the vote** by the commission for the Parks & Trails Master Plan draft of August 2025, until all community demographic groups can participate with the survey put forth. This petition to be turned in prior to the agenda meeting with notes. All community members in the City and County are invited to sign as users of the Livingston parks lands.

#	Printed Name	Signature	Full Address
1	VIRGINIA SWAN DAL	Virginia Swandal	Wilsall mt 59086 214 Parkview Crt Rd
2	Bill Martello	Bill MARTELLA	401 S. YELLOWSTONE
3	Brenda Rowell	Brenda Rowell	1310 E Montana #17
4	SANDY FLATT	Sandy Flatt	185 Middle Creek Road
5	Connie Friedler	Connie Friedler	
6	DALE PRUSSLEY	Dale Prussley	604 N L ST
7	FRANK FESSENDEN	Frank Fessenden	530 N K ST
8	Chris Lalich	Chris Lalich	4 Leighton Dr.
9	Dona Poeschl	Dona Poeschl	304 Northpark Drive
10	William Hughes	William Hughes	189 Liquin Hills Lane Wilsall MT 59086
11	HANK POESCHL	Hank Poeschl	304 Northpark Drive
12	Kathryn Rang	Kathryn Rang	1201 # E Wine Glass
13	Rose Klumpers	Rose Klumpers	1207 Wildflower Trl. Ct
14	Kerwin Klumpers	Kerwin Klumpers	1207 Wildflower Trl.
15	William Russell Ferguson	William Russell Ferguson	615 Robin Lane
	Lynette Long	Verified signature & date	10-12-2025

REQUEST TO HOLD THE PARKS MASTER PLAN

FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

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#	Printed Name	Signature	Full Address
1	Timothy P. Bowers	Timothy P. Bowers	136 Deep Creek Road Livingston, MT 59047
2	Virginia Hawke Howes	Virginia Howe	822 East Geyser St Livingston, MT 59047
3	ROSEMARY SKEEDY-BROWN	Rosemary Skeedy Brown	1215 WILDFLOWER TRL. LIVINGSTON MT
4	ROBERT BROWN	Robert Brown	1215 Wildflower Trail Livingston
5	Peter Walter	Peter Walter	204 W Reservoir St. Livingston
6	Cindy M Bowers	Cindy M Bowers	136 Deep Creek Rd Livingston, MT 59047
7	Marla Wagman	Marla Wagman	35 Lower Deep Cr Bench Rd. Livingston, MT 59047
8	Pet Wagman	Pet Wagman	35 Lower Deep Cr Bench Rd Livingston, MT
9	Elton Dodge	Elton Dodge	94 Pony Rd Livingston
10	Neda Skillman	Neda Skillman	318 Carter Det Rd Livingston mt
11	Vikki Green	Vikki Green	Clyde Park MT
12	Jhellie Martyn	Jhellie Martyn	Livingston 120 S 10th St.
13	David Martyn	David Martyn	Livingston 120 S 10th St.
14	M Elaine Dodge	M Elaine Dodge	44 Pony Rd Livingston, MT 59047
15	Laurence Stephenson	Laurence Stephenson	26 Sapphire Flat Rd Livingston
	Gunda Long	Verified signature & date	10-14-2025

REQUEST TO HOLD THE PARKS MASTER PLAN

FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

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#	Printed Name	Signature	Full Address
1	Irlene Roemer da Felthe	Irlene Roemer da Felthe	106 Elm Lane Livingston
2	Karen Durrow	Karen Durrow	105 PINE ST. West-Liv
3	Lane MacIntyre	Lane MacIntyre	Box 45 Rembrandt
4	Marlene Glase	Marlene Glase	106 Miller St. Liv.
5	GARY L GLASS	Gayle Glass	106 Miller St Liv
6	Barb Romans	Barb Romans	417 S. 5 th St Liv.
7	Paul S. Parker	Paul S. Parker	513 W GREYSEN
8	Belinda Madden	Belinda Madden	205 Blue Heron Dr.
9	Lisa Sholey	Lisa Sholey	1105 Sweetgrass lane
10	Lindie Johnson	Lindie Johnson	304 S. 2nd
11	Patricia Grabow	Patricia Grabow	204 E. Callender St
12	Jake Nelson	Jake Nelson	88 Falls Creek Rd
13	Kay Denham	Kay Denham	603 Robin Ln A2 59047
14	Phalle J Colvin	Phalle J Colvin	319 So. D St. Livingston
15	Barbara Agle	Barbara Agle	212 Garnier
	Linda Jany	Verified signature & date	10-11-2025

REQUEST TO HOLD THE PARKS MASTER PLAN

FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

The undersigned community members and their signatures are requesting the City of Livingston to **hold the vote** by the commission for the Parks & Trails Master Plan draft of August 2025, until all community demographic groups can participate with the survey put forth. This petition to be turned in prior to the agenda meeting with notes. All community members in the City and County are invited to sign as users of the Livingston parks lands.

#	Printed Name	Signature	Full Addresss
1	LINDA L. TANG	Linda L. Tang	1327 W. Montana
2	Carol Merideth	Carol Merideth	720 N 10th Livingston MT 59047
3	JUNE LITTLE	June Little	2502 CONSIDERATION 59047
4	Sheryl Corder	Sheryl Corder	109 Ash Lane Gr. Acres
5	Karen McClellan	Karen McClellan	628 N 11th
6	Robert Seely	Robert Seely	322 So. H
7	Brian Dackard	Brian Dackard	166 Miller dr
8	Jackie Feigel	Jackie Feigel	17 Pony Rd
9	Ken Madden	Ken Madden	205 Blue Heron Dr
10	William A Miller	William A. Miller	1112 Ridgerview Tr Livingston
11	Vicki L Miller	Vicki L. Miller	1112 Ridgerview Tr Livingston
12	MATT SCHAEFFER	Matt Schaeffer	60 Miller Dr. Livingston
13	Jeggy O'Neill	Jeggy O'Neill	210 Ash Lane Livingston
14	Jake Nelson	Jake Nelson	88 FALLS CREEK RD Livingston MT
15	ROBERT BROWN	Robert Brown	1215 WILDFLOWER TRAIL LIVINGSTON
	Linda Tang	Verified signature & date	10-13-2025

REQUEST TO HOLD THE PARKS MASTER PLAN FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

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#	Printed Name	Signature	Full Addresss
1	Mary Haug	Mary E. Haug	33 Willow Creek Rd Livingston, MT 59047
2	Audrey Dodge	Audrey M Dodge	45 Beech Run Rd Livingston MT 59047
3	Becky Moores	Kelceen Moore	2402 Constellation Drive Livingston 59047
4	Gabriel Ford	Gabriel Ford	422 N Yellowstone #8 Livingston, MT 59047
5	Valery O'Connell	Valery O'Connell	54 Taurus Rd Emigrant, MT. 59027
6	Barth Schreter	Barth Schreter	612 W Clark Livingston MT 59047
7	LINDA KENOYER	Linda K Kenoyer	141 TIPSUE RD LIVINGSTON MT 59047
8	CASEY WILLIAMS	Casey J. Williams	410 N. 3rd St LIVINGSTON MT
9	Glenn Farrell	Glenn Farrell	1116 W. MONTANA LIVINGSTON, MT 59047
10	Deb Franks	Deb Franks	530 N 3rd St. Livingston, MT 59047
11	Tom Relaford	Thomas Relaford	924 W. Crawford Livingston, MT 59047
12	EVAN SCHAUER	Evan Schauer	432 S 10th St Livingston MT 59047
13	Fred Fleming	Fred Fleming	214 W Front St # Livingston MT
14	Martin Queen de	Martin Queen de	417 S 10th
15	Judy Bonnell	Judy Bonnell	618 No. 12th Livingston
		Verified signature & date	

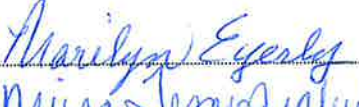
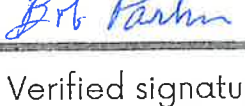
Barbara Britt Barbara Britt

10-5-25

REQUEST TO HOLD THE PARKS MASTER PLAN FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

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#	Printed Name	Signature	Full Address
1	Alan Alan Shields		55 th Livingston 59047
2	DALONDA ROCKAFELLOW		1201 MULE HAVEN DR LIVINGSTON 59047
3	Jim Hannon		61 st No. 14 th St. Livingston, MT 59047
4	Beverly Sandberg		322 N. Yellowstone Livingston, MT 59047
5	Antonio Creech		411 1/2 Sout G St
6	Chuck Watts		411 1/2 106 North C St
7	MARILYN EVERLY		225 So. Yellowstone St
8	MIYA TYMOFICHUK		405 S. 10 th St.
9	ROXANNE TYMOFICHUK		405 S. 10 th ST.
10	Charles Tanner		51 Libra Dr Emigrant, MT 59027
11	Krista Jeffery		601 E. Geiger Livingston
12	Angela Kuzmar		111 S. I Street
13	Nick Ajyrskis		1005 Ridgeway Dr.
14	Rae Stevenson		75 Willow Creek Rd
15	Bob Parker		2 shamrock Ln. Livingston
	Barbara Britt	Verified signature & date	10-1-25

Barbara Britt

REQUEST TO HOLD THE PARKS MASTER PLAN FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

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#	Printed Name	Signature	Full Address
1	Ronalee Johnson	Ronalee Johnson	80401 Arrow Rd. Gardiner, MT 59030
2	Mary Kramer	Mary Kramer	390 LINNABAR BASIN RD GARDINER MT 59030
3	Pamela ARNOLD	Pamela Arnold	44 Summit Way APT 1B GARDINER MT 59030
4	Tami Froelia	Tami Froelia	425 S 12th St Livingston, MT 59047
5	Brian Leahy	Brian Leahy	1203 10th St Livingston MT
6	Tim Anderson	Tim Anderson	321 South 6th Livingston MT
7	Jack McBlair	Jack McBlair	517 10th St Livingston, MT
8	Kay Bergseng	Kay Bergseng	907 W. Crawford Livingston, MT 59047
9	Rachel Kero	Rachel Kero	905 WEST CRAWFORD ST. LIVINGSTON MT- 59047
10	Pamela Reiserauer	Pamela Reiserauer	217 N. Main St. Livingston MT 59047
11	Dawn Wiley	Dawn Wiley	109 W. Lewis APT 2-6 - Livingston
12	Laura Good	Laura Good	65 Billman Lane B3 Livingston, MT 59047
13	Douglas Good	Douglas Good	605 Billman Lane Tr. B3 Livingston, MT 59047
14	Jordan Hutchinson	Jordan Hutchinson	1365 E. Collins #3 Livingston MT 59047
15	Tara Eddy	Tara Eddy	604 South 9th St Livingston, MT 59047
		Verified signature & date	

Barbara Britt / Barbara Britt 10-1-25

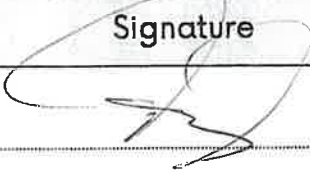
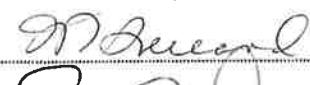
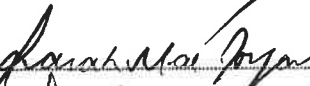
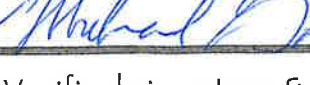
This petition is a community driven

REQUEST TO HOLD THE PARKS MASTER PLAN

FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

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#	Printed Name	Signature	Full Addresss
1	TROY SELLAND		315 W. Callender St, City
2	Mary Selland		315 W Callender St. 59047
3	Rebecca Schumaels		111 Ash Ln
4	Jenny Parriatt	Jenny Parriatt	LIVINGSTON MT 59047. 614 WEST LAUREL ST.
5	Laurel Hutchinson	Laurel Hutchinson	1524 Mount Baldy Dr Livingston MT 59047
6	William Bromberg		111 South 11 th street
7	Sarah Joyal		424 N. 8 th .
8	Charles Barber		416 S. 6 th .
9	Ben Hoover		1205 Wingless Ct unit D
10	ROBIN ZANK		119NE 59047
11	KAREN LYNCH		709 EAST CALLENDER
12	Jean KNIGHT		117 NE ST Livingston
13	Nancy Carty		325 S. main ST Apt 209
14	TYSON THOMSON		1004 PRAIRIE Dr
15	Michael Sasse		219 Garnier Ave #18
		Verified signature & date	

Karban Britt 10-1-25

REQUEST TO HOLD THE PARKS MASTER PLAN

FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

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#	Printed Name	Signature	Full Address
1	Catherine M Stephenson	Catherine M Stephenson	26 Sapphire Flat Trl Livingston
2	Alyssa Miller	Alyssa Miller	36 Strong Lane
3	Joe Miller	Joe Miller	36 Strong Lane
4	Ken Bachmeier	K Bach	620 N. 11 th
5	KARLENE SOWELL	Karlene Sowell	51 PRAIRIE DR
6	DAVEY SOWELL	Davey Sowell	51 PRAIRIE DR
7	Denise Nevin	Denise Nevin	430 N. 8 th St.
8	MARTHA FOSSUM	Martha Fossum	244 FLESHMAN CR RD.
9	RICHARD LUND	Richard Lund	609 N. 8 th
10	Janet Lee	Janet Lee	609 N 8 th
11	Scott Stern	Scott J Stern	12 Alder - Livingston
12	MARTHA FOSSUM	Martha Fossum	244 FLESHMAN Cr. Rd. - Liv
13	Joe Copenhagen	Joe Copenhagen	PO Box 334 100 Paradise Drive LIV
14	Julie Riley	Julie Riley	214 S. 2 nd St. Unit B 59047
15	PAUL SUNVISON	Paul Sunvison	117 PRAIRIE DR. LIVINGSTON MT. 59047
		Verified signature & date	JE 9-16-25

This petition is a community driven

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REQUEST TO HOLD THE PARKS MASTER PLAN FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th

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#	Printed Name	Signature	Full Addresss
1	Jennifer Simone	Jennifer Simmons	07 N. 10 th Livingston, MT 59047
2	Ed Gilbert	Ed Gilbert	408 Park Ave Elyse Park, MT
3	TERESA Lehman	Laura Lehn	284 W 5 th Box 73 C.P. MT
4	Pam G. Bradley	Pam G. Bradley	32 Acropolis Ave Livingston MT
5	Dab Booth	Dab Booth	113 So C Livingston MT
6	Bill J. HANKE	Bill J. Hanks	Box 772 Livingston MT
7	Kora Payne	Kora Payne	101 Muddy Cr. Rd. Wilsall MT 59086
8	Karla McLaugh	Karla McLaugh	808 E Calder St Livingston MT 59047
9	Elaine Booth	Elaine Booth	113 So C Livingston
10	Alice Senter	Alice Senter	910 W SUMMIT Livingston MT 59047
11	Julie Marshall	Julie Marshall	22 Alder Lake Livingston MT 59047
12	T. PHILLIP BOWERS	T. Phillip Bowers	701 North N St Livingston MT 59047
13	Nevaeh Dull	Nevaeh Dull	49A Garnier RV Management
14	ERIC BRAADLEY	Eric Bradley	TRAIL CREEK ROAD Livingston, MT 59047
15	David Counts	David Counts	110 N. 6 th Livingston, MT

App'd 

10-4-25

This petition is a community driven

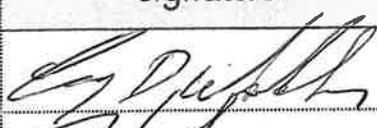
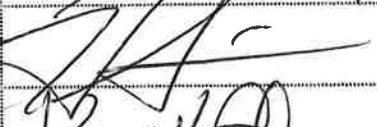
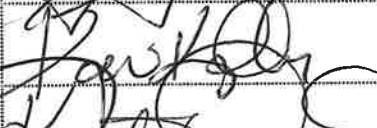
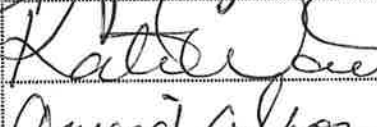
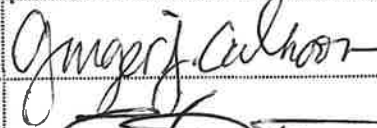
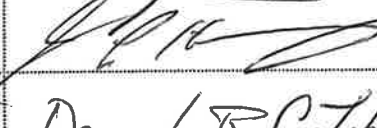
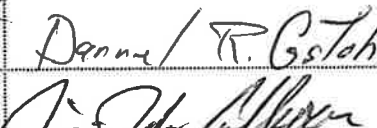
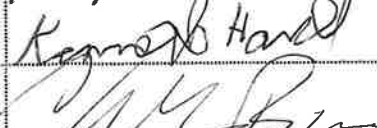
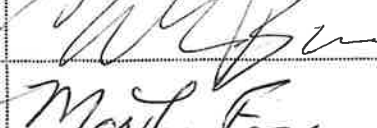
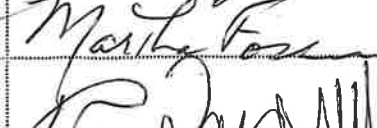
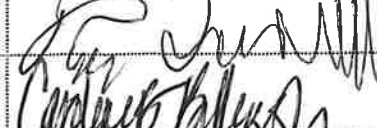
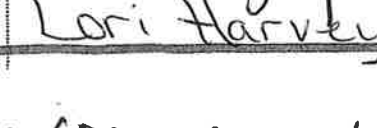
REQUEST TO HOLD THE PARKS MASTER PLAN

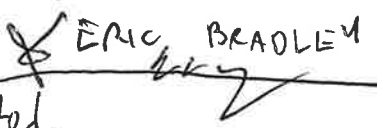
30

FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th

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#	Printed Name	Signature	Full Addresss
1	Corey D. Waldron		220 W. meadows loop N Livingston, MT 59047
2	Harley Simmons		7 Lookout Trl. Liv. mt 59047
3	Kari Kern		617 Bluebird Ln Livingston
4	Katie Waldron		25 Business Park Rd 59047
5	Ginger J. Calhoun		72 Broken Wheel Rd Livingston MT 59047
6	Chack Kelly		617 Bluebird Lane
7	Jim Hagney		PO Box 1005 Livingston, MT 603 Robinson Ln
8	Daniel R. Gistahl		Livingston, MT 59047
9	Sandy Schar Calhoun		72 Broken Wheel Rd Livingston
10	Kenneth Handt		127 S. M ST LIVINGSTON
11	Chelsea Bowers		701 N N St Unit B Livingston MT 59047
12	Maria Fossum		244 Fleming Cr. Rd
13	Ron Fossum		244 Fleming Cr. Rd
14	Carlene Billingsley		324 E. Callender St.
15	Lori Harvey		PO Box 1246 Livingston MT

Approved
collected.  ERIC BRADLEY

04 OCT 2025

REQUEST TO HOLD THE PARKS MASTER PLAN FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th

The undersigned community members and their signatures are requesting the City of Livingston to **hold the vote** by the commission for the Parks & Trails Master Plan draft c August 2025, until all community demographic groups can participate with the survey forth. This petition to be turned in prior to the agenda meeting with notes. All commur members in the City and County are invited to sign as users of the Livingston parks lan

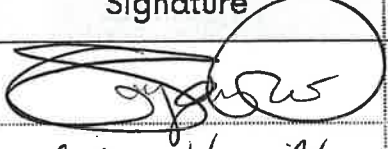
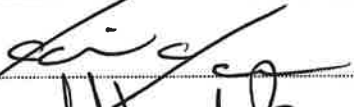
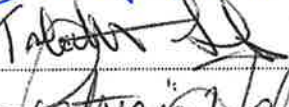
#	Printed Name	Signature	Full Addresss
1	James M. Sullivan	James M. Sullivan	332 N. 2nd St Livingston, MT, 59047
2	Donna K. Kline	DONNA R. Kline	1365 E. GAITHER
3	Tonya C. Kolsch	Tonya C. Kolsch	621 N. 13 Street #39047
4	Robert Anderson	Robert Anderson	529 Trail Creek Rd, Livingston
5	MICHAEL LOGAN	Michael Logan	SL LUPINE Lk. LIVINGSTON
6	Richard Miles	Richard Miles	2221 Willow Dr., Liv.
7	Jack & Nardella	Jack & Nardella	5167 Hwy 89 S.
8	Berna Nardella	Berna Nardella	5167 Hwy 89 So. Liv.
9	Linda J. Mittelstedter	Linda J. Mittelstedter	806 Meriwether Dr., Liv
10	LeRoy Mittelstedter	LeRoy Mittelstedter	806 Meriwether Dr. E. Liv.
11	Jen. Greedy	Jen. Greedy	203 Blue Heron
12	Shannon Morland	Shannon Morland	326 S. G St.
13	Leah Shannon	Leah Shannon	1020 Prairie Drive
14	Anabelle Keks	Anabelle Keks	216 W. Front St. Apt. #4 Liv.
15	Angela Taylor	Angela Taylor	414 W. Clark

Linda Lang - Sept. 20, 2025

REQUEST TO HOLD THE PARKS MASTER PLAN FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

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#	Printed Name	Signature	Full Address
1	Sydney Dow		15 outlaw Hill
2	Mija Hamilton	Mija Hamilton	227 S. 2nd St
3	HOVIE HAWK		227 S 2nd St
4	Yolanda Barrera	Yolanda Barrera	1121 W. Geyser St
5	Nate Briggs		15 Outlaw Hill
6	BARNEY HALLIN		501 S. YELLOWSTONE
7	Jenny Wing	Jenny L. Wing	202 W. Reservoir St.
8	Janice Wiseman	Janice Wiseman	430 N.C ST
9	Tina Beardsell	Tina Bell	430 N.C ST
10	Kelli Lee		26 US Hwy 10W Livingston
11	Darold Brey	Darold Brey	25 N Sagebrush Rd
12	Paul Boehm	Paul Boehm	115 Paradise Drive
13	Garrick Fulmer-Farr		46 Business Park Rd Livingston
14	Tabatha Streuly		65 Billman Ln Trailer 38 Livingston
15	Patricia Haley	Patricia Haley	217 S.D. Street Livingston
	Linda Jorg	Verified signature & date	Sept. 15, 2025

REQUEST TO HOLD THE PARKS MASTER PLAN FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

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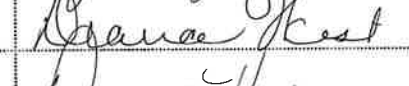
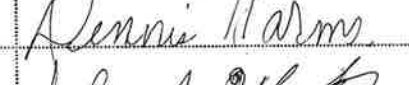
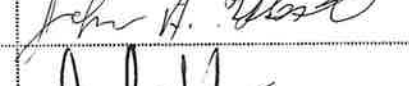
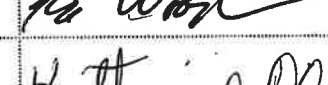
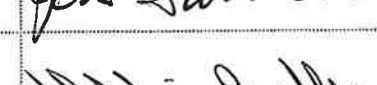
#	Printed Name	Signature	Full Address
1	Kevin VanFleet	Kevin J VanFleet	1208 Prairie Dr Livingston MT 59047
2	Howard G Wilkinson	Howard Wilkinson	304 Reservoir St Livingston MT 59047
3	Marie Stevenson	Marie	204 South 5th Livingston, MT 59047
4	James Casen	James Casen	72 (adj. corn dr Emigrant) mt
5	Tonia Torrence	Tonia Torrence	528 N. F. Livingston
6	Debra Vartanian	Debra Vartanian	411 S. 6th
7	Tara Joffe	Tara Joffe	601 E. Geyser Livingston
8	Glenn Godward	Glenn Godward	315 S.E. ST, Livingston
9	Trish Kirk	Trish Kirk	1201 Richardson Cir
10	Jake Boggess	Jake B	610 N 7th Livingston
11	F. M. FERGUSON	F. M. FERGUSON	PO Box 345 City
12	Janila Bryant	Janila Bryant	309 W Geyser St, 59047
13	Ellen Winters	Ellen Winters	607 S. Spring St 59047
14	Janice Brozovsky	Janice Brozovsky	39 Admin Rd, Emigrant 59047
15	Darynne Jessler	Darynne Jessler	110 N. F. ST Livingston
	Linda Lang	Verified signature & date	Sept. 27, 2025

REQUEST TO HOLD THE PARKS MASTER PLAN

FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

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#	Printed Name	Signature	Full Address
1	Joshua Congleton		1106 W Park St 20-4148 Livingston, MT 59047
2	Valora Thiry-Duffy		1044 N K St, Livingston, MT
3	Tanya Calhoun		707 N 1 st St Livingston
4	Deborah Haralson		123 S. 10th Livingston
5	Jack Bandstra		46 Deep Creek Bench Rd
6	Billie Kaye Harms		1104 1220 Livingston
7	Diana West		307 N. 6 th Livingston
8	DENNIS HARMS		Box 1220 Livingston
9	John A West		307 N 6 th Street Livingston
10	Judy Hardesty		511 N M St Livingston
11	Saira Hardesty		511 N M St Livingston
12	Koi Woodson		630 S. 11th Street Livingston, MT
13	Kathy O'Connor		Box 617, Livingston MT
14	Jon Swanson		Box 617 Livingston
15	Debbie Bradley		322 So. 12th Livingston
	Linda Long	Verified signature & date	Oct. 2, 2025

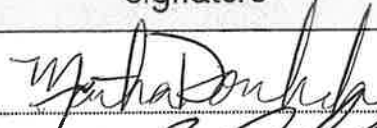
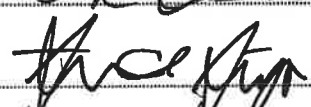
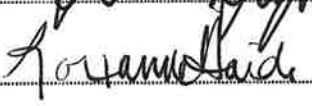
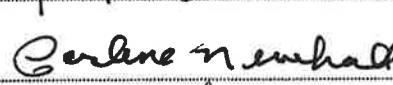
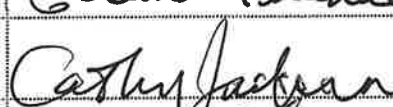
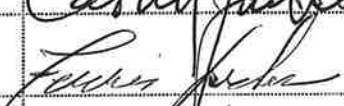
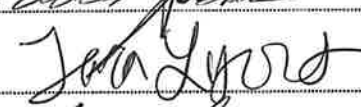
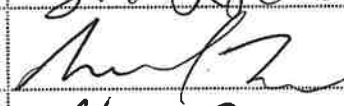
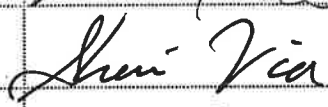
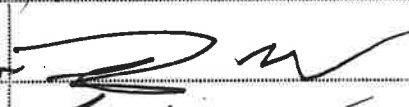
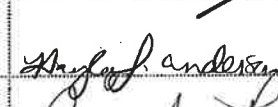
This petition is a community driven

35

REQUEST TO HOLD THE PARKS MASTER PLAN FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th

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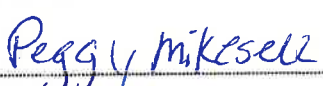
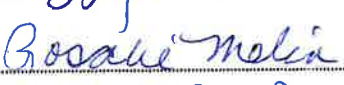
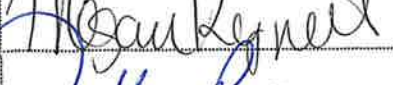
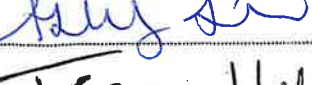
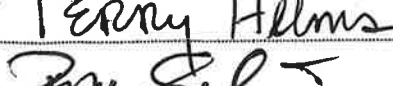
#	Printed Name	Signature	Full Addresss
1	Martha Dombeck		111 N.L. St Livingston 59047
2	Craig Dombeck		111 N.L. St Liv. 59047
3	Steven A Simpson		117 Wildflower Trail
4	Roxanne Haidle		117 Wildflower Tr
5	CARLENE NEWHAUS		603 Robin Ln # 12-5
6	Cathy Jackson		18 Kings father Dr
7	Ferris Jackson		18 Kings father Dr
8	Tara Lyons		403 Garnier Ave
9	Michael Lyons		403-Garnier Ave
10	Sherri Via		1325 W. Montana St.
11	Mike Siebels		1322 W. Montana St.
12	Travis Leckner		927 W Mt. St.
13	Zach Covey		76 Shamrock Lane
14	Hayley L Anderson		76 Shamrock Ln
15	Pamela Payovich		1119 W Geyser St.

Linda Long - Sept. 25, 2025

REQUEST TO HOLD THE PARKS MASTER PLAN FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

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#	Printed Name	Signature	Full Addresss
1	Glenna Bell Orman		68 Canyon View Dr. Livingston, MT 59047
2	Kevin L. Fous		321 S. B ST LIVINGSTON MT 59047
3	Peggy Mikesell		809 W. Crawford Livingston Mt. 59047
4	Rosalie Melin		2222 Willow Dr 45C Livingston, MT
5	Terry Carter		426 S. 10th St Livingston
6	Marc Graham		611 Nova Dr Livingston, MT 59047
7	Matt Jesson		1066 Hwy 10 W. Livingston
8	ERIC VIA		1325 W. MONTANA ST Livingston, MT 59047
9	Stacey Boucher		66 Prairie Dog Rd Livingston, MT 59047
10	Curtice Thompson		39 Prairie Dog Rd Livingston MT 59047
11	Megan Lynett		614 Garnier Ave Livingston, MT 59047
12	DANETTE ROSS		711 West Callender Livingston MT 59047
13	Ashley Smith		503 E Gallatin St
14	TERRY HELMS		810 N. 12th Livingston 59047
15	Brian Sclaris		325 S. Main Apt 405 Livingston MT 59215

Verneqied / LINDA TANG - Linda Tang - 10-2-2025

REQUEST TO HOLD THE PARKS MASTER PLAN

FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

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#	Printed Name	Signature	Full Addresss
1	Deanis Dodge	Deanis Dodge	P.O. Box 923 Livingston
2	MEARI BAKER	Meari Baker	115 Highground - LIV -
3	MAE GOODMAN	Mae Goodman	514 West Anson St
4	Rocky McPherson	Rocky McP	121 E Callender St. Liv
5	Barbara Dodge	Barbara Dodge	#12 Sagebrush So Liv.
6	Cathy Bosley	Cathy Bosley	90 Orchid Lane
7	Doraine Clayton	Doraine Clayton	218 Elm Lane
8	Caroline RJ Billingsley	Caroline RJ Billingsley	324 E. Callender St.
9	David Lewis	David Lewis	P.O. Box 1142
10	Jane M. Tecca	Jane M. Tecca	132 Indian Hill RD
11	Tony Tecca	Tony Tecca	132 Indian Hill RD
12	Channie Heine	Channie Heine	P.O. Box 1216 Liv Mont
13	Barbara Roberts	Barbara Roberts	P.O. Box 2112 Livingston
14	Chris Billingsley	Chris Billingsley	324 E Callender St.
15	Daniel Bergquist	Daniel Bergquist	432 N. 5 th St. 432 N. 5th St.
		Verified signature & date	
16	Evelyn Merrick	Evelyn Merrick	116 South P Street

REQUEST TO HOLD THE PARKS MASTER PLAN

FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

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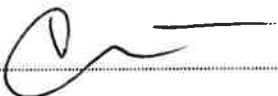
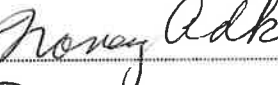
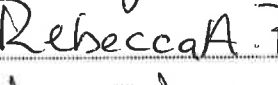
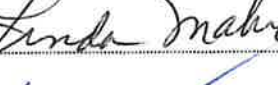
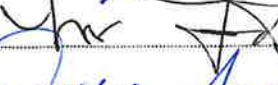
#	Printed Name	Signature	Full Addresss
1	LINDA J. Smith	Linda J. Smith	603 ROBIN LAKE AL LIVINGSTON MT 59047
9/12	Geraldine Roberts	Geraldine Roberts	603 Robin Lane B-5 Livingston, MT 59047
3	MARK I Wain	Mark I Wain	603 Robin Ln A4 Livingston MT 59047
4	Jack McKee	Jack McKee	603 Robin Ln B4 Livingston MT 59047
5	melissa Davis	Melissa Davis	603 Robin mt Livingston mt 59047
6	Greg Roberts	Greg Roberts	204 Garnier Ave Livingston MT 59047
7	Robert Emminger	Robert Emminger	112 S. 3rd Street LIVINGSTON 59047
8	Susie Bair	Susie Bair	107 W. Churook
9	Sharon Amsk	Sharon Amsk	307 So. Yellowstone
10	Kerri Altavilla	Kerri Altavilla	508 N 11th St
11	Danny Swank	Danny Swank	508 N 11 St
12	Ashlee Allen	Ashlee Allen	218 South Main Street Suite 2
13	Jeanelle Pace Stone	Jeanelle Pace Stone	1 View Vista Dr Tr. 20
14	Presley Staar	Presley Staar	1302 E. Montana St #3
15	Ami Manus	Ami Manus	P.O. Box 702 Livingston MT
	Barbara Britt	Verified signature & date	10-5-25
	Barbara Britt		

REQUEST TO HOLD THE PARKS MASTER PLAN

FOR LIVINGSTON, MT., UNTIL 1ST QTR 2026

Started Sept 11th 2025

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#	Printed Name	Signature	Full Address
1	Cindy Daniels		1023 Prairie Dr. Livingston
2	Lois Hatfield		10 Sagebrush Rd S. Livingston
3	Kelly Hatfield		1905 Sun Ave, Livingston
4	CAMERON M PARKER		513 W. Greyser, Livingston
5	Jason Gundersen		1108 Reservoir Rd, Livingston
6	Mike McConville		228 S. 11 th Livingston
7	Matthew A. McConville		5178 US Hwy 89 S - Livingston
8	Nancy Atkins		908 Brookline St Unit D
9	Rebecca A. Bnd		402 S. 8 th St
10	Angie Vignio		4963 US Hwy 89 S.
11	LINDA MAHR		113 South m Livingston
12	ERIC BRADLEY		276 TRAIL CREEK LIVINGSTON
13	Leslie Feigel		166 Miller Dr.
14	Joyce Anderson		321 S. 6 th , Livingston
15	Michael Mercer		138 Canyon View, Livingston
	Barbara Britt	Verified signature & date	10-3-25
	Barbara Britt		



WRF BASIN 1

Failure and Recovery

TRACE TIDWELL WRF SUPERINTENDENT

SEQUENCE OF EVENTS

- Initial Failure
 - Single Basin Operation
 - Basin Cleanup and Solids Removal
 - Diffuser Maintenance and Aeration Pipe Repair
 - SBR 1 Seeding and Startup

WRF TEAM



**TRACE
TIDWELL**

WRF Superintendent



J TAYLOR

WRF Operator Year 3



**LEVI
KIRKEGARD**

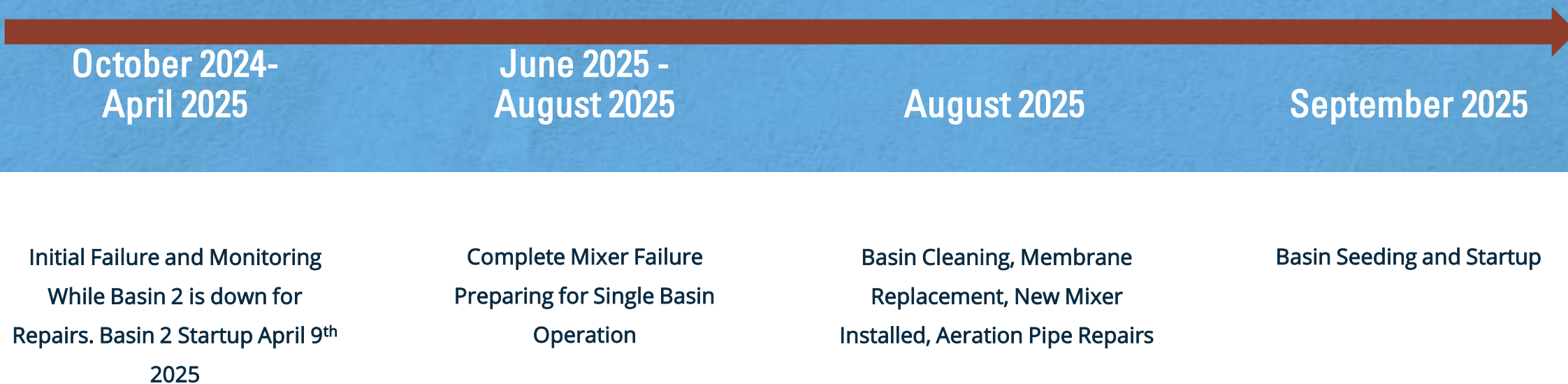
WRF Operator Year 2



**NATHAN
MCCLURE**

WRF Operator Year 2

FROM FAILURE TO RECOVERY



INITIAL FAILURE NOVEMBER 5TH 2024

After having a similar failure in Basin 2 just weeks before we increase monitoring on Basin 1 mixer mast. When looking at the mast assembly that experienced a total failure we noted that the top shaft was slipped over the top bracket and not secured. This allowed the mast to slip off of the top mount when the middle support failed. We took steps that day to drill a hole to install a stainless bolt on the Basin 1 mast that would not allow the mast to fall into the basin if a similar failure occurred. On Tuesday November 5th we noticed a shift in the mast which indicated the middle mounting assembly had failed. By making our emergency modification we prevented a second catastrophic failure and were able to monitor the mixer until the plant had lower flows.

During the month of June our existing mixer started to experience over temping failures as the mounting system further failed. We coordinated with AE2S and DEQ and came up with a solution to utilize our transfer pump as a temporary mixer. This allowed us to continue our basin operations with the exception of moving up our drain date a month earlier as flows allowed.



SINGLE BASIN OPERATION

AUGUST 2025 THROUGH SEPTEMBER 2025

When transitioning into single basin operation all flows to basin 1 were stopped. We then have to manually operate basin 2 as the automated system does not recognize the flow change from the diverter box and does math for optimal wasting in both basins. We increased lab testing and stayed in communication with DEQ as we implemented the draining of basin 1 and increased flows into basin 2.

The additional testing allowed us to closely monitor basin 2 conditions and operate within our permit not exceeding any compliance standards. We utilized additional wasting from basin 1 as to not overload the basin 2 biology.



MIXER RECOVERY

AUGUST 2025

As the basin levels were reduced the crew could assess the extent of the damage and begin recovery operations. The mixer mounting system experienced a similar failure in the middle mounting system that extended from the wall. Staff went into the basin utilizing our repair and maintenance raft. The mixer was recovered and will be sent for repairs.



Livingston, Montana

MIXER REPAIR AUGUST 2025

The new mounting system was installed by a crew from Dick Anderson construction after coordinating to support the city with the basin repairs. We had a planned drain date of August 18th which we met and Dick Anderson crew was on-site the next day to begin repairs. We removed aeration piping to allow better access to the area for a more timely repair. All materials were on-site prior to the crew showing up.

The repair went as planned and only took three days for completion, the new mounting system is rated for 240% of the expected load.



Livingston, Montana

SOLIDS REMOVAL AND MEMBRANE REPLACEMENT

AUGUST-SEPTEMBER 2025

This was a massive undertaking with several tons of material that needed to be removed and nearly 2600 membranes. We removed the middle section of aeration piping and began moving the solids into the center for removal. Vortex was contracted to use a Vac Truck to remove the solids. Having Vortex complete the solids removal saved a lot of manual labor and time which helped get the basin back into operation in a very timely manner.

We are now able to better prepare for future maintenance operations and schedule this process in the years to come. This will help better manage our budget and increase the longevity of basin health and compliance.



AERATION PIPE REPAIR

AUGUST-SEPTEMBER 2025

The aeration piping needed attention as several gaskets had failed and general wear over the years. We replaced several sections and replaced many of the gaskets.



Livingston, Montana

BASIN STARTUP AND SEEDING

With repairs and maintenance completed the basin was ready to bring back online. All diffusers were changed, a new mixer mounting system installed, and several sections of piping. During our first air cycle we found several air leaks on existing joints which required new gaskets. The repairs were completed with the basin partially filled. With this being scheduled maintenance and repairs we were able to self seed (this saved thousands of dollars to transport seed sludge from Bozeman) with our existing waste activated sludge and Basin 2 sludge.

Our team including help from Mike Simmons from the water department, Vortex, and Dick Andersons crew completed this in a very timely manner. We exceeded our original timeline with taking down the Basin a month earlier than originally planned due to our mixer over temping. The hard work from each individual resulted in a successful maintenance and repair process. This is a direct reflection of the application of lessons learned during our initial catastrophic failure of Basin 2.



Livingston, Montana

QUESTIONS?

LIVINGSTON
M O N T A N A





GROWTH POLICY

Progress Update

OCTOBER 7, 2025



LIVINGSTON GROWTH POLICY

Final | June 2021

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GROWTH POLICY

BACKGROUND

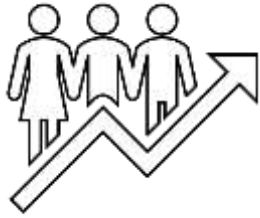
A growth policy is an official public document adopted and used by Montana cities, towns, and counties as a guide for making decisions about their future, particularly with regards to land use.

A growth policy is not a regulation; rather, it is a community's official policy meant to guide and help manage change for the benefit of residents.

GROWTH POLICY

LIVINGSTON AREAS OF FOCUS

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Economy



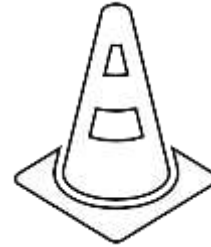
Housing



Intergovernmental
Coordination



Land Use



Local Services



Natural Resources



Population and
Community Character



Public Facilities

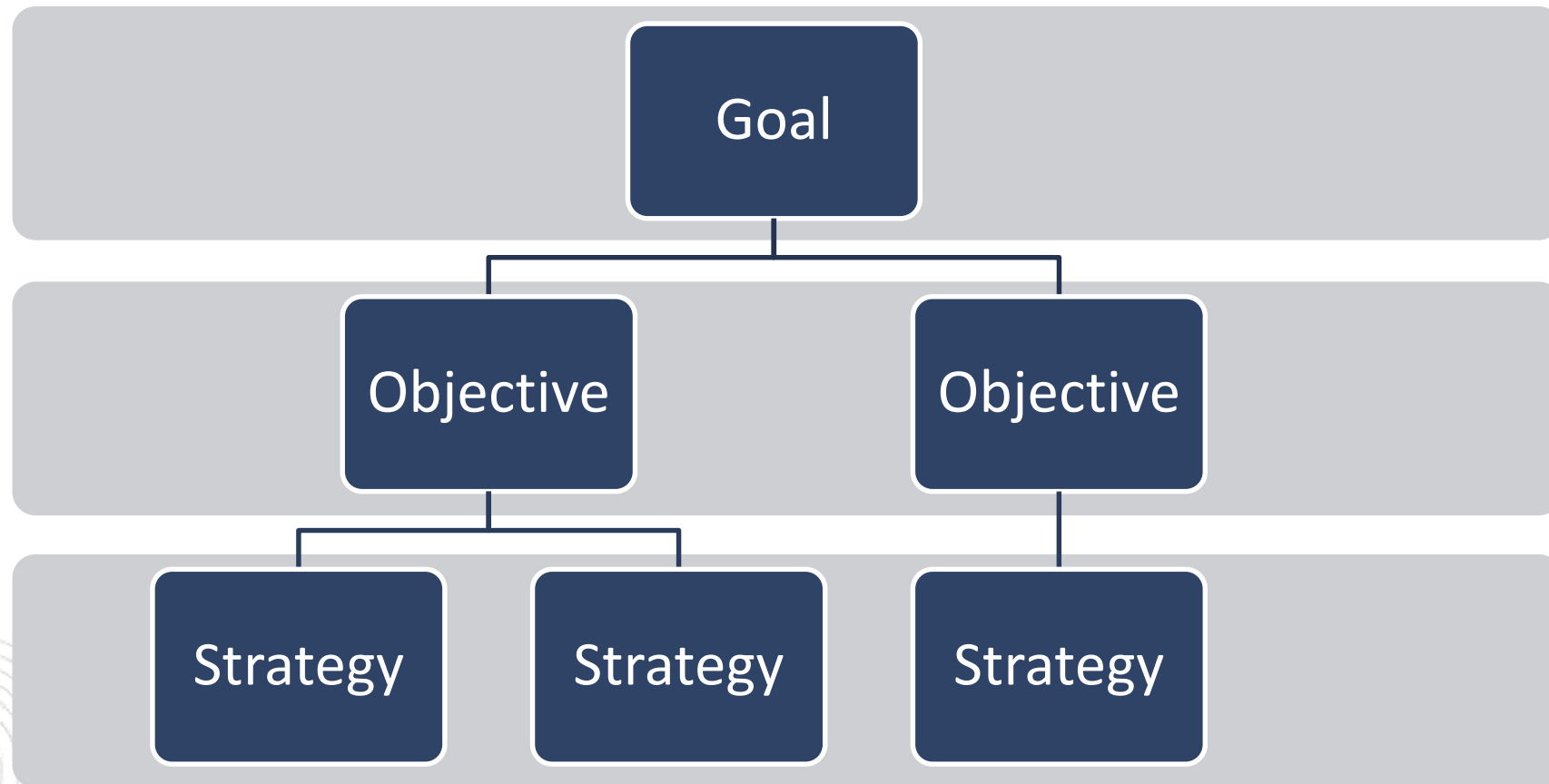


Transportation

Livingston, Montana

GROWTH POLICY

ORGANIZATIONAL STRUCTURE



GROWTH POLICY

LIVINGSTON STRATEGIC OUTCOMES



Certification



Data Collection



Grants



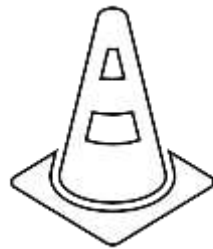
Outreach



Partnerships



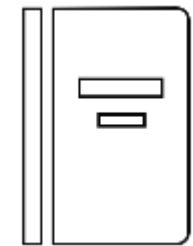
Programming



Project



Regulatory Action



Study
Livingston, Montana

GROWTH POLICY

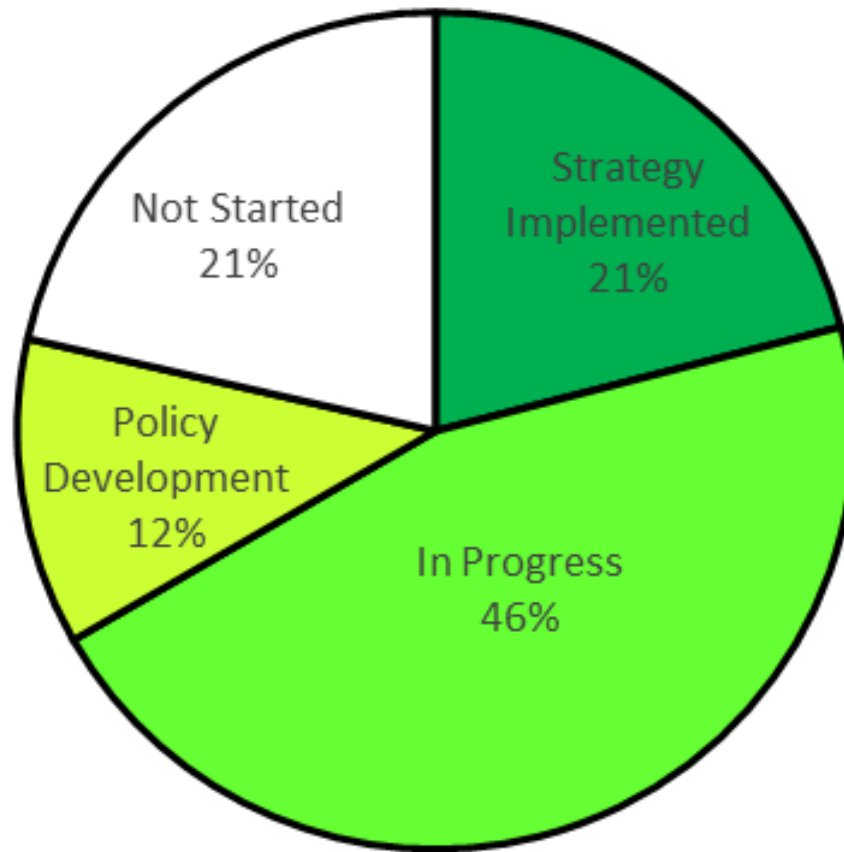
LIVINGSTON SUMMARY

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GROWTH POLICY

SUMMARY OF PROGRESS ON 219 STRATEGIES



Status	# of Items	% of Total
Strategy Implemented	46	21 %
In Progress	100	46 %
Policy Development	26	12 %
Not Started	47	21 %

POPULATION & COMMUNITY CHARACTER

Chapter 2

Goal 2.1

Preserve and Enhance
Livingston's Unique
Community Character.

Goal 2.2

Make Livingston an arts and
cultural destination paying
homage to the rich local
history of the area, natural
recreations, and our unique
natural environment

POPULATION & COMMUNITY CHARACTER

Goal 2.1: Preserve and enhance Livingston's unique community character.

Objective 2.1.1 Establish community gateways to indicate entrances into Livingston and celebrate its character.				
Strategy	2.1.1.1	Identify key roadway and non-motorized entry points – or Gateways – into Livingston.	Strategy Implemented	Entry points were identified and used as part of Gateway Overlay zoning project.
Strategy	2.1.1.2	Review, update, and enforce the policies, procedures, and building design guidelines in Livingston's gateways.	In Progress	Gateway Overlay Zones Enacted by Ordinance 3054 are being evaluated in Zoning Code Update
Strategy	2.1.1.3	Explore adopting design overlay zones in gateways.	Strategy Implemented	Gateway Overlay Zones Enacted by Ordinance 3054
Strategy	2.1.1.4	Develop effective wayfinding signage for locals and tourists to easily find destinations, trails and parks, and parking within and nearby gateways.	Policy Development	Logo and Branding update will make possible.

POPULATION & COMMUNITY CHARACTER

Goal 2.1: Preserve and enhance Livingston's unique community character.

Objective 2.1.2 Develop and enforce policies and procedures to preserve Livingston's historic quality.				
Strategy	2.1.2.1	Continue to meet the requirements for a State Historic Preservation Office	Strategy Implemented	SHPO Requirements currently being met.
Strategy	2.1.2.2	Identify funding sources and other programs for ongoing historic preservation activities. Update codes to promote the historic Livingston block and alley development pattern.	In Progress	Subdivision Regulation Update in Progress for Block/Lot
Strategy	2.1.2.3	Update codes to promote traditional neighborhood designs that are compatible with existing neighborhoods.	In Progress	Zoning Update in Progress Subdivision Regulation Update in Progress for Block/Lot
Strategy	2.1.2.4	Update codes to encourage following Livingston's historic block and alley development pattern.	In Progress	Zoning Update in Progress Subdivision Regulation Update in Progress for Block/Lot
Strategy	2.1.2.5	Update sign and landscaping codes for commercial areas.	In Progress	Zoning Update in Progress.

POPULATION & COMMUNITY CHARACTER

Goal 2.2: Make Livingston an arts and cultural destination paying homage to the rich local history of the area, natural recreations, and our unique natural environment

Objective	2.2.1	Support and enhance arts and cultural facilities, neighborhoods, and districts.		
Strategy	2.2.1.1	Encourage and support regular or special programming at historic sites, museums and other culturally-significant places.	Strategy Implemented	City hosts events with community partners.
Strategy	2.2.1.2	Display public art around the City and at local businesses either temporarily or permanently.	In Progress	Underpass Art Project Sacajawea Restroom Art URA Downtown Enhancement Grant Program

POPULATION & COMMUNITY CHARACTER

Goal 2.2: Make Livingston an arts and cultural destination paying homage to the rich local history of the area, natural recreations, and our unique natural environment

Objective	2.2.2	Establish Livingston as a community recognized for its diverse recreational opportunities, and parks and trails system.		
Strategy	2.2.2.1	Identify and pursue national designations and certifications that recognize Livingston's parks and trails system.	Policy Development	Work will flow from Parks Master Plan project.
Strategy	2.2.2.2	Identify areas of existing parks and trails that highlight unique Livingston attributes.	Policy Development	Work will flow from Parks Master Plan project.
Strategy	2.2.2.3	Incorporate art and cultural facilities throughout Livingston's parks and trails.	In Progress	1. Public Art in Progress (Underpass) 2. McGee Statue

Objective	2.2.3	Support traditional neighborhood design and active transportation.		
Strategy	2.2.3.1	Promote gridded street networks.	In Progress	Zoning Update in Progress Subdivision Regulation Update in Progress for Block/Lot

LAND USE

Chapter 3

Goal 3.1

Prioritize infill over expansion by taking advantage of existing and planned infrastructure, such as transportation, energy, water, and sewer facilities.

Goal 3.2

Provide adequate land for anticipated demands in a pattern which encourages infill, compact development, and a mixture of uses.

Goal 3.3

Conserve environmentally significant areas, as well as areas, sites, structures, or objects with historical, architectural, or cultural significance.

Goal 3.4

Encourage the responsible growth of Livingston by evaluating proposed developments against the ten principles of Smart Growth.

Goal 3.5

Rehabilitate brownfields for new development.

LAND USE

Goal 3.1: Prioritize infill over expansion by taking advantage of existing and planned infrastructure, such as transportation, energy, water, and sewer facilities.

Objective	3.1.1	Encourage higher densities and a wider range of land uses that are compatible with adopted plans and where existing or planned short- range community facilities and infrastructure can support them.		
Strategy	3.1.1.1	Encourage additional residential density within the downtown area of the City.	In Progress	URA Residential Rehabilitation Grant Program PUD Ordinance Zoning Code Update
Strategy	3.1.1.2	Evaluate and amend the zoning ordinance to allow for higher densities and wider land uses in areas that can support such development.	In Progress	Zoning Code Review
Strategy	3.1.1.3	Work within the Urban Renewal District to encourage redevelopment of underutilized properties.	In Progress	URA RRGP
Strategy	3.1.1.4	Promote any growth that maintains the compact, historic development patterns found in the historic city center.	In Progress	PUD Ordinance Zoning Code Update
Strategy	3.1.1.5	Evaluate and amend the zoning and subdivision ordinances to prohibit the development of large lot subdivisions inconsistent with Livingston's historic development pattern	In Progress	PUD Ordinance Subdivision Reg Review Zoning Code Update
Strategy	3.1.1.6	Encourage residential developments to provide neighborhood commercial areas serving residents within walking distance.	In Progress	PUD Ordinance Zoning Code Update
Strategy	3.1.1.7	Evaluate, amend, and strengthen the City's Annexation Policy to ensure the Goals and Objectives of the Growth Policy are considered during the annexation process.	Policy Development	Annexation Policy has been discussed during Commission meetings. Staff is reviewing possibilities for Commission consideration.
Strategy	3.1.1.8	Reduce urban sprawl through compact development consistent with the Future Land Use Map of this Growth Policy.	In Progress	PUD Ordinance Zoning Code Update

LAND USE

Goal 3.1: Prioritize infill over expansion by taking advantage of existing and planned infrastructure, such as transportation, energy, water, and sewer facilities.

Objective	3.1.2	Support economic, social, and environmental links between Livingston, the Extra-Territorial Jurisdiction (ETJ), and Park County by strengthening regional development planning		
Strategy	3.1.2.1	Establish a Park County/Livingston Environmental Commission to meet to discuss and support regional development planning as needed.	Not Started	City and County Planning Staffs meet regularly to coordinate and communicate on projects
Strategy	3.1.2.2	Analyze undeveloped areas within City limits that are undesirable for development and consider de-annexation.	Not Started	City Manager to pursue direction from City Commission on whether to proceed.
Strategy	3.1.2.3	Maintain existing agricultural uses within the ETJ.	Strategy Implemented	The City does not regulate the ETJ.

Objective	3.1.3	Achieve higher levels of economic productivity through diversification, technological upgrades, and innovation, including a focus on high- value added and labor-intensive sectors.		
Strategy	3.1.3.1	Coordinate incentives and/or marketing program with local partners to attract wealth-building commerce to designated manufacturing centers.	Not Started	
Strategy	3.1.3.2	Coordinate tourism-based job resources in conjunction with local partners.	In Progress	City works with MSU Extension and others to make resources available (cross-marketing).

LAND USE

Goal 3.2: Provide adequate land for anticipated demands in a pattern which encourages infill, compact development, and a mixture of uses.

Objective	3.2.1	Locate community facilities where they will best serve the needs of the community.		
Strategy	3.2.1.1	Utilize the Future Land Use Map of this Growth Policy to determine the proper place for future community facilities.	Strategy Implemented	The FLUM was used in Wellness Center siting process.
Strategy	3.2.1.2	Partner with developers to include community facilities to serve new residential, commercial, and mixed-use developments.	Strategy Implemented	Staff will continue to work with PUD/Subdivision/Site Plan Review applicants to incorporate community facilities.

Objective	3.2.2	Properly revise the Zoning Ordinance to allow a mixture of differing but compatible land uses.		
Strategy	3.2.2.1	Initiate a comprehensive review of the Zoning Ordinance and adopt changes based on the Growth Policy.	In Progress	Zoning Code Review in progress

LAND USE

Goal 3.3: Conserve environmentally significant areas, as well as areas, sites, structures, or objects with historical, architectural, or cultural significance.

Objective	3.3.1	Identify areas that provide or connect habitat for significant plant or wildlife species or make a significant contribution to environmental quality, as well as areas, sites, structures, or objects with historical, architectural, or cultural significance.		
Strategy	3.3.1.1	Coordinate with local environmental groups to create inventory of environmentally significant areas, as well as areas, sites, structures, or objects with historical, architectural, or cultural significance.	Not Started	Informal discussions occur related to other topics but an inventory has not been created.
Strategy	3.3.1.2	Create a map of environmentally significant areas, as well as areas, sites, structures, or objects with historical, architectural, or cultural significance.	Not Started	Informal discussions occur related to other topics but a map has not been created.
Strategy	3.3.1.3	Adopt a policy to ensure that the State Historic Preservation Office (SHPO) is involved in the subdivision process.	In Progress	Subdivision Regulation review is in process. SHPO is contacted as a matter of practice but responses are not mandatory under MCA.

LAND USE

Goal 3.3: Conserve environmentally significant areas, as well as areas, sites, structures, or objects with historical, architectural, or cultural significance.

Objective	3.3.2	Provide incentives for property owners who choose to maintain or improve the quality of environmentally significant areas, as well as areas, sites, structures, or objects with historical, architectural, or cultural significance, or acquire an appropriate public interest in the property.		
Strategy	3.3.2.1	Create a program that provides a residential density bonus for developments that preserve or improve the quality of environmentally significant areas, as well as areas, sites, structures, or objects with historical, architectural, or cultural significance, identified through the inventory and mapping process of Objective 3.3.1.	Policy Development	PUD Ordinance offers opportunity for incentives. Other non-PUD incentives require additional policy development.

LAND USE

Goal 3.4: Encourage the responsible growth of Livingston by evaluating proposed developments against the ten principles of Smart Growth.

Objective	3.4.1	Adopt Smart Growth Strategies as a policy and incorporate into the City's decision-making processes.		
Strategy	3.4.1.1	Amend Zoning Ordinance and Subdivision Regulations to include Smart Growth Strategies as requirements for all development prior to approval.	In Progress	PUD Ordinance incorporates Smart Growth Strategies (e.g. Mixed-use, clustered development). Subdivision Regulation review is in process and includes certain Strategies.
Objective	3.4.2	Evaluate each new development after construction against the ten Smart Growth Strategies to ensure proper implementation and coordination.		
Strategy	3.4.2.1	Create a review procedure and checklist that expressly evaluates adherence to the Smart Growth Strategies.	Not Started	
Strategy	3.4.2.2	Continually evaluate Smart Growth Strategies based on recurring issues that are common in each new development.	Strategy Implemented	City staff reviews development projects routinely to identify issues.

LAND USE

Goal 3.4: Encourage the responsible growth of Livingston by evaluating proposed developments against the ten principles of Smart Growth.

Objective	3.4.3	Ensure integration of land use and transportation.		
Strategy	3.4.3.1	Carefully evaluate transportation impacts of greenfield development as part of the development review process.	Policy Development	Subdivision Regulation review will include update of transportation impact requirements.
Strategy	3.4.3.2	Encourage development near transit routes and active transportation infrastructure to promote development that produces minimal strain on the environment and existing transportation infrastructure.	Strategy Implemented	Recent Wellness Center and PUD projects have been encouraged to locate on transit routes.

LAND USE

Goal 3.5: Rehabilitate brownfields for new development.

Objective	3.5.1	Spur redevelopment upon lands known or presumed to contain contamination.		
Strategy	3.5.1.1	Create performance standards and allow for adaptable buildings in Mixed Use- designated areas of the Future Land Use Map of this Growth Policy.	Not Started	
Objective	3.5.2	Implement training programs to raise skill levels and awareness of opportunity to promote redevelopment of brownfields.		
Strategy	3.5.2.1	Work with Montana Department of Environmental Quality (DEQ) to develop and enhance voluntary cleanup programs to increase number of voluntary cleanups and streamline the voluntary cleanup process.	Not Started	
Objective	3.5.3	Allow for “meantime” activities while promoting permanent uses. A meantime activity is a temporary use that can bring activity to a brownfield with little investment.		
Strategy	3.5.3.1	Define acceptable “meantime activity” in the Zoning Ordinance.	Policy Development	Use table guides allowable uses on properties.
Strategy	3.5.3.2	Allow for “meantime activity” in the Mixed Use, Neighborhood Commercial and Community Commercial designated areas of the Future Land Use Map of this Growth Policy.	Policy Development	Use table guides allowable uses on properties.

LAND USE

Goal 3.5: Rehabilitate brownfields for new development.

Objective	3.5.4	Promote small-scale development to allow more people to participate in community revitalization while removing regulatory barriers that disproportionately burden small developers.		
Strategy	3.5.4.1	Work with the Montana Main Street Program and the Livingston Business Improvement District (LBID). Chamber of Commerce, and other local partners to identify regulatory barriers and opportunities for infill and redevelopment.	In Progress	City Manager and Planning Staff regularly meet with community partners to understand barriers and opportunities.
Strategy	3.5.4.2	Adopt specific policies that reduce the burden to small developers.	Not Started	

NATURAL RESOURCES

Chapter 4

Goal 4.1

Develop an integrated, comprehensive City-wide Climate Action Plan to prepare the economy and general population for the future. Refer to the Montana Climate Solutions Plan (August, 2020).

Goal 4.2

Enhance overall air and water quality in the area to provide desired quality of life for current and future residents.

Goal 4.3

Protect and manage natural resources, open spaces, and wildlife.

NATURAL RESOURCES

Goal 4.1: Develop an integrated, comprehensive City-wide Climate Action Plan to prepare the economy and general population for the future. Refer to the Montana Climate Solutions Plan (August, 2020).

Objective	4.1.1	Engage existing committees and local groups working on related efforts to guide and inform the planning process.		
Strategy	4.1.1.1	Identify existing committees and local groups already doing this type of work.	Not Started	

Objective	4.1.2	Reduce impacts of climate change and associated seasonal weather patterns on Livingston's natural systems and promote the responsible use of resources.		
Strategy	4.1.2.1	Identify and preserve the most sensitive and valuable natural areas.	In Progress	City is a partner in the floodplain mapping project with Federal and State partners.
Strategy	4.1.2.2	Reduce the use of water for non-potable uses from all users.	In Progress	City has introduced tiered water rates. City has initiated a communications campaign related to irrigation uses.
Strategy	4.1.2.3	Promote Park County's efforts to measure and reduce the impacts of wildfire on wildlife, vegetation, air quality, and public health.	Not Started	
Strategy	4.1.2.4	Consider setting goals and establishing programs to increase tree cover as a way to reduce the heat island effect and mitigate high temperatures exacerbated by climate change.	Policy Development	Tree inventory completed in 2025. City needs to review and consider goal setting.

NATURAL RESOURCES

Goal 4.1: Develop an integrated, comprehensive City-wide Climate Action Plan to prepare the economy and general population for the future. Refer to the Montana Climate Solutions Plan (August, 2020).

Objective	4.1.3	Reduce dependency on fossil-fuel based resources to minimize severe impacts to the climate.		
Strategy	4.1.3.1	Assess the city-wide greenhouse gas emissions footprint and consider setting footprint reduction goals.	In Progress	Energy Action Plan that was adopted by City Commission includes goals.
Strategy	4.1.3.2	Promote the use of high efficiency and electric vehicles for public and private use.	In Progress	Energy Action Plan includes alternate fuel vehicle recommendations.
Strategy	4.1.3.3	Reduce climate disruption through compact growth and increased transportation choices that reduce the need for driving.	In Progress	PUD Ordinance and other tools encourage compact development.
Strategy	4.1.3.4	Develop a climate or energy plan in partnership with Park County.	Strategy Implemented	City-only Energy Action Plan adopted.

Objective	4.1.4	Implement technologies and programming to improve energy efficiency, increase the use of renewable sources, and improve system reliability.		
Strategy	4.1.4.1	Encourage energy conservation and renewable energy production at the State and local levels, as well as at the household level.	In Progress	Energy Action Plan includes renewable energy recommendations.
Strategy	4.1.4.2	Ensure all City buildings utilize energy efficient systems, especially as energy drawing systems are upgraded or replaced.	In Progress	Energy Action Plan includes facility energy recommendations.
Strategy	4.1.4.3	Promote climate action in the community through advocacy, education, and capacity-building programs.	In Progress	City Newsletters include certain educational materials
Strategy	4.1.4.4	Explore the utilization of renewable energy sources within all public buildings in the City.	In Progress	Energy Action Plan includes facility energy recommendations.

NATURAL RESOURCES

Goal 4.1: Develop an integrated, comprehensive City-wide Climate Action Plan to prepare the economy and general population for the future. Refer to the Montana Climate Solutions Plan (August, 2020).

Objective	4.1.5	Build community resiliency to a changing climate.		
Strategy	4.1.5.1	Understand the changes to the climate and the resulting risks to and opportunities for the community.	In Progress	Energy Action Plan process provided certain information
Strategy	4.1.5.2	Prepare the community, infrastructure, and facilities for the potential increase in days with dangerously high temperatures, natural disasters, and emergencies.	In Progress	Energy Action Plan process provided certain information
Strategy	4.1.5.3	Identify and mitigate potential health risks associated with severe climate change events.	Not Started	

NATURAL RESOURCES

Goal 4.2: Enhance overall air and water quality in the area to provide desired quality of life for current and future residents.

Objective	4.2.1	Identify, conserve, and protect the quality and health of water resources and ecosystems to meet local standards for public use and recreation.		
Strategy	4.2.1.1	Improve the quality of waterbodies, including but not limited to the Yellowstone River, Fleshman Creek, watersheds, wetlands, floodplains, groundwater aquifers, and all other waterways and riparian areas.	Policy Development	Storm Water Utility creation would help
Strategy	4.2.1.2	Monitor and discourage development as well as public uses in environmentally sensitive areas identified through the inventory and mapping process of Land Use Strategy	Policy Development	Future Land Use Map and Floodplain Regulations will help implement this strategy
Strategy	4.2.1.3	Identify point and non-point pollution sources such as stormwater runoff, brownfields, underground storage tanks, and diesel fuel spills, and address the resulting water contamination.	In Progress	Storm Water PER adopted by City Commission.
Strategy	4.2.1.4	Assess the percentage and impacts of impervious ground cover throughout the City and explore integrating green infrastructure and alternative runoff mitigation measures into neighborhoods to reduce impervious cover.	In Progress	Storm Water Utility creation process is evaluating impervious surface area.
Strategy	4.2.1.5	Identify water-dependent wildlife habitat and develop strategies to protect them.	Not Started	

NATURAL RESOURCES

Goal 4.2: Enhance overall air and water quality in the area to provide desired quality of life for current and future residents.

Objective	4.2.2	Monitor and maintain ambient air quality in compliance with National Ambient Air Quality Standards (NAAQS).		
Strategy	4.2.2.1	Set up an air quality monitoring station in the City as population and industrial activities increase.	Strategy Implemented	Several air monitors exist in the City.
Strategy	4.2.2.2	Coordinate with Park County in identifying the Wildland Urban Interface and supporting the ability of wildland fire fighters to manage incidents that put residents and firefighters at risk.	In Progress	City participated with Park County Emergency Management in hazard mitigation plan which included WUI review and Fire mitigations.

NATURAL RESOURCES

Goal 4.3: Protect and manage natural resources, open spaces, and wildlife.

Objective	4.3.1	Identify and conserve areas in their natural setting and promote sustainable growth.		
Strategy	4.3.1.1	Develop a strategy for the protection and preservation of natural resources and open spaces commensurate with growth in Livingston.	In Progress	Both the PUD and Subdivision Regulations include measures for protection.
Strategy	4.3.1.2	Continue to coordinate with Park County's weed control program officer and promote native plantings in Livingston.	Strategy Implemented	City coordinates with Park County.
Strategy	4.3.1.3	Implement and annually review the City of Livingston Parks and Trails Noxious Weed Management Plan.	Not Started	
Strategy	4.3.1.4	Support efforts to remove non-native plants from the community.	Strategy Implemented	External communications to community members and work with Bee City USA.
Strategy	4.3.1.5	Encourage the planting of native plant species.	Strategy Implemented	External communications to community members and work with the Park County and MSU Extension weed efforts.
Strategy	4.3.1.6	Explore policies and educational programs to minimize pesticide use.	In Progress	On-going work with Bee City Committee and Integrated Pest Management Plan development.
Strategy	4.3.1.7	Support the efforts of Montana Fish, Wildlife & Parks that address the increase of terrestrial and aquatic invasive species that threaten native species and the natural ecosystem.	Not Started	
Strategy	4.3.1.8	Assess development and conservation of natural spaces at various scales to prevent and manage human-wildlife conflicts by monitoring the population of wildlife species in and near Livingston.	Not Started	

NATURAL RESOURCES

Goal 4.3: Protect and manage natural resources, open spaces, and wildlife.

Objective	4.3.2	Protect the riparian corridors to preserve unique wildlife and promote water quality.		
Strategy	4.3.2.1	Continue to limit development in the floodplain through the application of the Livingston Floodplain Regulations.	In Progress	Floodplain Review process will include possible revisions.
Strategy	4.3.2.2	Protect the Yellowstone River's natural flow and flood cycles to promote the health of the riparian area and associated wildlife.	In Progress	City participated in the Channel Migration Zone Update
Strategy	4.3.2.3	Explore regulatory options for protecting the riparian area and waterway corridors.	In Progress	Floodplain Review process will include possible revisions.
Strategy	4.3.2.4	Consider regular evaluations of the integrity of the levee adjacent to River Drive and the Civic Center Park Complex.	In Progress	Silver Jackets Study on Levee Breach Analysis is on-going.
Strategy	4.3.2.5	Create a committee to review and evaluate the 2003 Upper Yellowstone River Task Force Final Report (Appendix E) and provide recommendations.	Not Started	

Objective	4.3.3	Preserve the night skies as well as the natural scenic vistas.		
Strategy	4.3.3.1	Support the efforts of the Livingston Conservation Board in updating the City's Night Sky Protection Act.	In Progress	Conservation Board has been disbanded. City staff is reviewing the Night Sky Protection Act as part of the zoning code.
Strategy	4.3.3.2	Establish design guidelines that limit the impact of development on scenic vistas and viewsheds.	Policy Development	View sheds discussed as part of zoning code update <i>Livingston, Montana</i>

NATURAL RESOURCES

Goal 4.3: Protect and manage natural resources, open spaces, and wildlife.

Objective	4.3.4	Ensure that the extraction of sand and gravel resources throughout the region will not negatively impact the surrounding ecosystem, nearby residents, or landowners.		
Strategy	4.3.4.1	Coordinate with adjacent jurisdictions to ensure restrictions are in place on sand and gravel operations in areas that pose a threat to water quality.	Not Started	City and County Planning Staffs meet regularly to review issues, projects and processes.
Strategy	4.3.4.2	Coordinate with adjacent jurisdictions to ensure policies are in place to mitigate the impacts of gravel resource extraction.	Not Started	City and County Planning Staffs meet regularly to review issues, projects and processes.

Objective	4.3.5	Sustain and improve the health and diversity of trees and other flora throughout Livingston.		
Strategy	4.3.5.1	Ensure trees on City lands are well maintained and healthy.	In Progress	Tree Inventory and Tree Maintenance Plan
Strategy	4.3.5.2	Create an Emerald Ash Borer Action Plan to maintain and diversity our urban forest.	Not Started	EAB is not in the area at this time.
Strategy	4.3.5.3	Consider adding requirements for trees into Gateway overlay zoning.	Strategy Implemented	Gateway Overlay Zones include tree requirements
Strategy	4.3.5.4	Expand educational programs to encourage private citizens to maintain a healthy and diverse tree canopy on private property and boulevards within the City.	In Progress	External Communications offer involve trees in boulevards and private property.
Strategy	4.3.5.5	Explore local, state, and federal funding to incentivize the protection and maintenance of trees within the City.	Strategy Implemented	City staff has been awarded funding for tree inventory and maintenance. Efforts are on-going.
Strategy	4.3.5.6	Pursue pollinator-friendly designations, such as “Bee City USA”.	Strategy Implemented	Bee City USA Designation Achieved

HOUSING

Chapter 5

Goal 5.1

Provide housing
options to meet the
needs of all residents.

HOUSING

Goal 5.1: Provide housing options to meet the needs of all residents.

Objective	5.1.1	Review City Ordinances to identify modifications required to meet the community's housing needs.		
Strategy	5.1.1.1	Inventory the supply of housing and buildable land in the City to determine density and growth rates and to analyze housing needs.	In Progress	Community Housing Needs Assessment has been completed by City partners (HRDC). Buildable land analysis on-going.
Strategy	5.1.1.2	Consider implementing the recommendations of the housing action plan.	In Progress	Several recommendations are being pursued through zoning code update, PUD and other actions.
Strategy	5.1.1.3	Evaluate manufactured or similar type structures to create affordable housing inventory.	Strategy Implemented	City coordinated with PCHC on certain housing efforts (ADU workshops). Work will continue with partners.
Strategy	5.1.1.4	Review and amend zoning ordinance and subdivision regulations to identify legislative changes required to provide housing that meets the needs of all residents.	In Progress	Zoning Code review is underway

Objective	5.1.2	Evaluate the impacts of vacation rentals on Livingston.		
Strategy	5.1.2.1	Explore creating a policy to regulate short-term and vacation rentals.	In Progress	Zoning Code review is underway, STRs recognized as a use.

HOUSING

Goal 5.1: Provide housing options to meet the needs of all residents.

Objective	5.1.3	Ensure the consistent and timely enforcement of building codes.		
Strategy	5.1.3.1	Ensure City staff are properly trained and have resources available to ensure timely enforcement of building and zoning codes.	Strategy Implemented	Building Department staff are certified and trained. On-going training to ensure enforcement.
Objective	5.1.4	Promote a mix of housing within neighborhoods that supports a variety of household income levels, household age groups, and housing types.		
Strategy	5.1.4.1	Conduct a housing needs assessment to determine the housing needs of Livingston and the feasibility of various methods to promote and/or require the construction of housing units that meet the needs of all residents.	Strategy Implemented	Community Housing Needs Assessment has been completed by City partners (HRDC). Buildable land analysis on-going.
Strategy	5.1.4.2	Promote inclusion of ADA-accessible units in new housing developments through the adoption of “Universal Design Standards” that remove barriers for mobility.	Not Started	Inclusion of ADA units are promoted but not through the UDS.
Strategy	5.1.4.3	Promote Accessory Dwelling Units (ADU).	Strategy Implemented	Municipal Code updates have been made. City partnered with PCHC on ADU workshops. Additional work will continue.
Strategy	5.1.4.4	Benchmark affordability indicators for the City to understand the availability of housing options at all levels of income and ownership types.	In Progress	City staff monitors housing costs (own and rent). Affordability Resolution was adopted by the City Commission
Strategy	5.1.4.5	Facilitate the rehabilitation of older housing units by creating a housing rehabilitation initiative.	Strategy Implemented	URA Residential Rehabilitation Grant Program
Strategy	5.1.4.6	Assess the current provision of official safe shelter options for those experiencing homelessness.	Strategy Implemented	Warming Center funded since FY 2024 budget. Park County Drop-in Center has been established. <i>Livingston, Montana</i>

HOUSING

Goal 5.1: Provide housing options to meet the needs of all residents.

Objective	5.1.5	Create housing programs to retain employees, the elderly, and long-term residents.		
Strategy	5.1.5.1	Coordinate with employers to create a “workforce housing” program that will help retain employees in the City.	In Progress	PCHC has consistently evaluated workforce housing options. City staff continues to support.
Strategy	5.1.5.2	Work with non-profits to determine the potential for a “community land trust” housing program with deed restrictive housing.	In Progress	PCHC is reviewing this with City support.
Strategy	5.1.5.3	Consider protecting mobile home parks with a codified ordinance.	Not Started	City is working with park owners and other groups to protect parks through other means.
Strategy	5.1.5.4	Investigate the feasibility of creating a land bank for future housing needs.	In Progress	City is working with PCHC and other partners on this
Strategy	5.1.5.5	Explore existing local, state, and federal funding mechanisms to aid in the creation of affordable housing.	In Progress	City Manager works with Board of Inv.; Dept of Commerce and others to locate funding options.
Strategy	5.1.5.6	Explore funding mechanisms to encourage energy and resource efficiency retrofitting of existing homes to minimize energy and utility costs.	In Progress	City Manager meeting with community groups to identify renewable energy funding options.

ECONOMY

Chapter 6

Goal 6.1

Strengthen and diversify Livingston's economy by supporting industries and initiatives that increase employment opportunities and personal income.

Goal 6.2

As a major gateway to Yellowstone National Park, enhance and manage the City's tourism and hospitality industry to strengthen its economy and quality of life.

ECONOMY

Goal 6.1: Strengthen and diversify Livingston's economy by supporting industries and initiatives that increase employment opportunities and personal income.

Objective	6.1.1	Support existing local businesses.		
Strategy	6.1.1.1	Increase use of the local Revolving Loan Fund to facilitate in existing business expansion and job creation.	In Progress	City Manager working with MSU Extension on RLF, which was renewed.
Strategy	6.1.1.2	Explore incentives to businesses that provide some employee housing.	Not Started	

Objective	6.1.2	Support continuing adult education to develop a more skilled workforce.		
Strategy	6.1.2.1	Support local school system/vocational schools/colleges & universities to develop curriculum tailored to local and regional needs.	In Progress	City Manager meets with local education leaders on this issue including both Superintendent and MSU President.

Objective	6.1.3	Reassess needs of anchor businesses to accommodate their long-term needs and retention.		
Strategy	6.1.3.1	Host business roundtables with local business leaders to assess their needs.	In Progress	City has hosted and participated in business meetings (e.g. business-owners breakfast) and funded others (Chamber) to do so.

Objective	6.1.4	Increase efforts to partner with Montana Rail Link (MRL) to rehabilitate surplus railroad property and integrate it into the community.		
Strategy	6.1.4.1	Work with MRL to identify underutilized railroad property.	Strategy Implemented	Regular Discussions with MRL/BNSF

ECONOMY

Goal 6.1: Strengthen and diversify Livingston's economy by supporting industries and initiatives that increase employment opportunities and personal income.

Objective	6.1.5	Plan for and attract new investment into the downtown district to support local businesses.		
Strategy	6.1.5.1	Develop effective wayfinding signage for locals and tourists to easily find destinations and parking.	Policy Development	Logo and Branding update will make possible.
Strategy	6.1.5.2	Develop a parking strategy and consider removing parking space minimums from downtown coding.	In Progress	DTMP had parking study and Zoning Code review is underway.
Strategy	6.1.5.3	Explore creating a downtown master plan focused on the Urban Renewal District.	Strategy Implemented	Downtown Master Plan adopted by City Commission in 2024.
Strategy	6.1.5.4	Explore mechanisms to strengthen and enhance the effectiveness of the Urban Renewal Agency to encourage redevelopment of underutilized properties in the downtown area.	Strategy Implemented	URA Residential Rehabilitation Grant Program
Strategy	6.1.5.5	Utilize and partner with local and state organizations like Prospera Business Network, Montana Department of Commerce, Montana Historic Preservation Grant Program (MHPC), and Montana Procurement Technical Assistance Center (PTAC), etc. to assist	Strategy Implemented	City works with With Prospera, SHOPO and Commerce CTAP
Strategy	6.1.5.6	Identify and implement a "Buy Local" procurement policy that greatly incentivizes the City of Livingston to support local businesses.	Strategy Implemented	Procurement Policy has been adopted by the City Commission
Strategy	6.1.5.7	Support expansion of current and emerging infrastructure technologies including fiber optic service and other communication infrastructure.	Strategy Implemented	City routinely meets with public service providers.
Strategy	6.1.5.8	Dedicate resources to strategies designed to help the local economy by investing in local businesses.	Not Started	

ECONOMY

Goal 6.1: Strengthen and diversify Livingston's economy by supporting industries and initiatives that increase employment opportunities and personal income.

Objective	6.1.6	Support initiatives that help local producers and manufacturers connect with and engage in markets beyond Montana.		
Strategy	6.1.6.1	Engage with state trade representative to market the region nationally/internationally.	Not Started	

Objective	6.1.7	Develop tools to attract and retain economic development prospects.		
Strategy	6.1.7.1	Explore the pros and cons of developing Tax Increment Financing (TIF) areas to help pay for needed infrastructure and upgrades for new developments.	Policy Development	City Manager and Planning Department are evaluating TIF options.
Strategy	6.1.7.2	Explore ways to increase capacity of the City's Economic Development division.	Not Started	
Strategy	6.1.7.3	Promote utilization and strengthening of existing tools and incentives to promote economic growth and redevelopment within the City, such as the City's Tax Abatement Policy for historic properties.	Not Started	

ECONOMY

Goal 6.2: As a major gateway to Yellowstone National Park, enhance and manage the City's tourism and hospitality industry to strengthen its economy and quality of life.

Objective	6.2.1	Promote local tourism that highlights and protects our outdoor environment, supports local culture, and advances economic diversification and job creation.		
Strategy	6.2.1.1	Explore improved access to the Yellowstone River recreation opportunities, such as riverfront parks, boat ramps, and islands while respecting and protecting the natural environment.	In Progress	Parks and Trails Master Plan process is underway and river access improvements are included.
Strategy	6.2.1.2	Organize nature-based events and programming to promote community culture.	In Progress	Recreation Department offers programming in nature. Parks Master Plan contemplates additional nature based resources.

Objective	6.2.2	Build upon and strengthen Livingston's status as an outdoor destination.		
Strategy	6.2.2.1	Ensure connectivity between the City's trail network and the greater regional trail network.	In Progress	City Planning Department incorporates trail reviews in applications. Parks Master Plan is contemplating improvements.
Strategy	6.2.2.2	Capitalize on increasing bicycle tourism by supporting the creation of regional and national bicycle networks and trails, including but not limited to the Old Gardiner Road Trail improvement project and the "Great American Rail Trail".	In Progress	City supported County-application for rail trail grants.
Strategy	6.2.2.3	Maintain public access to the Yellowstone River and public lands within the City and ETJ, and support local efforts to maintain or expand public access to public lands.	In Progress	Parks and Trails Master Plan process is underway and river access improvements are included.

ECONOMY

Goal 6.2: As a major gateway to Yellowstone National Park, enhance and manage the City's tourism and hospitality industry to strengthen its economy and quality of life.

Objective	6.2.3	Make a good first impression to visitors.		
Strategy	6.2.3.1	Develop a coherent and unique marketing strategy and branding that is consistent through all media.	Strategy Implemented	Logo and Branding Project complete
Strategy	6.2.3.2	Develop effective wayfinding signage for locals and tourists to easily find destinations and parking.	Policy Development	Logo and Branding update will make possible.
Strategy	6.2.3.3	Develop effective wayfinding signage for locals and tourists to easily navigate the parks and trails system.	Policy Development	Logo and Branding update will make possible.
Strategy	6.2.3.4	Explore development of City infrastructure design guidelines to create Citywide and/or neighborhood-specific aesthetic coherence for signage, lighting, and other streetscape elements.	Policy Development	Public Works Design Standards review is tied to Subdivision Regulation review process.
Strategy	6.2.3.5	Refer to the Infrastructure Management Strategy for more information on achieving specific strategies that relate to infrastructure.	Not Started	

LOCAL SERVICES

Chapter 7

Goal 7.1

Continue to provide a robust first response network to the City of Livingston.

Goal 7.2

Ensure that residents' needs are met through local services.

LOCAL SERVICES

Goal 7.1: Continue to provide a robust first response network to the City of Livingston.

Objective	7.1.1	Implement Computer Aided Dispatch (CAD) system for police/fire/EMS.		
Strategy	7.1.1.1	Pursue state and federal grant opportunities to defray the cost of upgrading 9- 1-1 software for local dispatchers.	In Progress	Livingston-Park County Dispatch uses CAD through awarded grants.
Strategy	7.1.1.2	Continue to coordinate with Park County on implementing recommendations of the pre-disaster mitigation plan and Community Wildfire Protection Plan.	Not Started	

LOCAL SERVICES

Goal 7.2: Ensure that residents' needs are met through local services.

Objective	7.2.1	Support the local educational needs of the community.		
Strategy	7.2.1.1	Collaborate with the local school district to annually review preschool, elementary, middle, and high school capacity needs based on population estimates and development trends.	In Progress	City Manager is part of Superintendents Advisory Council.

LOCAL SERVICES

Goal 7.2: Ensure that residents' needs are met through local services.

Objective	7.2.2	Support services that meet the needs of the aging population.		
Strategy	7.2.2.1	Survey residents 50 years of age and older to gain an understanding of the services they want and need.	Not Started	
Strategy	7.2.2.2	Pursue an Age-Friendly Community designation through AARP.	Not Started	
Strategy	7.2.2.3	Collaborate with entities supporting and advocating for older adults' personal safety such as Adult Protective Services and Angel Line to promote their services throughout the community.	Not Started	
Strategy	7.2.2.4	Collaborate with entities supporting and advocating for older adults' quality of life such as assisted living providers, HRDC Homemaker Program, Montana Departments of Revenue and Health and Human Services, Montana Veterans Affairs, Livingston HealthCare. and Park County Senior Center to promote their services throughout the community.	In Progress	City Manager regularly meets with entities on issues and promotes items in the newsletter.
Strategy	7.2.2.5	Collaborate with entities supporting and advocating for older adults' quality of life such as assisted living providers, HRDC Homemaker Program, Montana Departments of Revenue and Health and Human Services, Montana Veterans Affairs, Livingston HealthCare, and Park County Senior Center to assess unmet needs of Livingston's residents.	In Progress	City Manager regularly meets with entities on issues.
Strategy	7.2.2.6	Collaborate with transportation providers such as Angel Line Senior, Windrider, and Disabled Transportation to promote its services throughout the community.	In Progress	City supports Windrider services through budget.

LOCAL SERVICES

Goal 7.2: Ensure that residents' needs are met through local services.

Objective	7.2.3	Support services that meet the needs of the disabled population.		
Strategy	7.2.3.1	Ensure fulfillment of the Livingston 2019 ADA Transition Plan.	In Progress	ADA improvements included in Park Master Plan. ADA work on-going in City-funded improvements.
Strategy	7.2.3.2	Collaborate with entities supporting and advocating for people with disabilities such as the Montana Disability and Health Program, Montana Association of Community Disability Services-Systems Advocacy, Disability Rights of Montana, and Montana Veterans Affairs to promote their services throughout the community.	Not Started	
Strategy	7.2.3.3	Collaborate with entities supporting and advocating for people with disabilities such as the Montana Disability and Health Program, Montana Association of Community Disability Services-Systems Advocacy, Disability Rights of Montana, and Montana Veterans Affairs to assess any unmet needs of Livingston's residents.	Not Started	
Strategy	7.2.3.4	Collaborate with transportation providers such as Angel Line Senior and Disabled Transportation to promote services throughout the community.	Not Started	

LOCAL SERVICES

Goal 7.2: Ensure that residents' needs are met through local services.

Objective	7.2.4	Support services that meet the needs of people experiencing mental illness.		
Strategy	7.2.4.1	Collaborate with mental health providers such as Montana Department of Health and Human Services, Alcoholics Anonymous, L'esprit, Livingston HealthCare, Park County Health Department, Southwest Chemical Dependency Center Program, Montana Suicide Prevention Lifeline, Montana Veterans Affairs, Park County Treatment Court, and Youth Dynamics to promote their services throughout the community.	In Progress	City Manager regularly meets with entities on issues and promotes items in the newsletter.
Strategy	7.2.4.2	Collaborate with mental health providers such as Montana Department of Health and Human Services, Alcoholics Anonymous, L'esprit, Livingston HealthCare, Park County Health Department, Southwest Chemical Dependency Center Program, Montana Suicide Prevention Lifeline, Montana Veterans Affairs, and Youth Dynamics to assess any unmet needs of Livingston's residents.	In Progress	City Manager regularly meets with entities on issues.

LOCAL SERVICES

Goal 7.2: Ensure that residents' needs are met through local services.

Objective	7.2.5	Support services that meet the needs of people experiencing hunger and/or homelessness.		
Strategy	7.2.5.1	Collaborate with hunger prevention entities such as Livingston Food Resource Center, Loaves and Fishes, Montana DPHHS, Office of Public Assistance, WIC Clinic, and homeless services such as the HRDC Emergency Shelter Center in Livingston and Warming Center in Bozeman, and Family Promise to promote their services throughout the community.	In Progress	City Manager regularly meets with entities on issues and promotes items in the newsletter.
Strategy	7.2.5.2	Collaborate with hunger prevention entities such as Livingston Food Resource Center, Loaves and Fishes, Montana DPHHS, Office of Public Assistance, WIC Clinic, and homeless services such as the HRDC Emergency Shelter Center in Livingston and Warming Center in Bozeman, and Family Promise to assess any unmet needs of Livingston's residents.	In Progress	City Manager regularly meets with entities on issues.

LOCAL SERVICES

Goal 7.2: Ensure that residents' needs are met through local services.

Objective	7.2.6	Support services that meet the needs of people experiencing abuse.		
Strategy	7.2.6.1	Collaborate with advocacy entities such as ASPEN, Court Appointed Special Advocates (CASA), Montana Legal Services Association, Montana Department of Justice, and Crime Victim/Witness Advocacy Program to promote their services throughout the community.	In Progress	City promotes ASPEN in external newsletter
Strategy	7.2.6.2	Collaborate with advocacy entities such as ASPEN, Court Appointed Special Advocates (CASA), Montana Legal Services Association, Montana Department of Justice, and Crime Victim/Witness Advocacy Program to assess any unmet needs of Livingston's residents.	In Progress	City-funded contract for Services with ASPEN

TRANSPORTATION

Chapter 8

Goal 8.1

Ensure trail and sidewalk connectivity within and around the City.

Goal 8.2

Create a complete and well-maintained transportation network within the City.

TRANSPORTATION

Goal 8.1: Ensure trail and sidewalk connectivity within and around the City.

Objective	8.1.1	Ensure trail and sidewalk connectivity within and around the City.		
Strategy	8.1.1.1	Adopt an ordinance requiring sidewalks on new developments within City limits.	Strategy Implemented	Subdivision Regulations and Design Standards require sidewalks.
Strategy	8.1.1.2	Evaluate the creation of a matching fund to assist local property owners to rehabilitate existing sidewalks, as needed.	Policy Development	SID Being Evaluated; Street Maint. Assessment also
Strategy	8.1.1.3	Explore the creation of a special improvement district (SID) to fill gaps in the existing sidewalk infrastructure.	Policy Development	SID Being Evaluated; Street Maint. Assessment also
Strategy	8.1.1.4	Create a process to explore connectivity between City trails and parks to the larger outlying trails network.	Policy Development	Parks Master Plan contemplates trail connections
Strategy	8.1.1.5	Consider installing outlets for pedestrians and bicyclists in cul-de-sacs and dead-end streets.	Policy Development	Public Works Design Standards will be reviewed after Subdivision Regulation update.
Strategy	8.1.1.6	Implement the recommendations made in the active transportation plan of the City.	In Progress	Projects implemented through the annual budget. Lewis Street bike lane is one recent example.

TRANSPORTATION

Goal 8.1: Ensure trail and sidewalk connectivity within and around the City.

Objective	8.1.2	Make streets safe for all modes of transportation when planning for future developments and rehabilitation of existing transportation infrastructure.		
Strategy	8.1.2.1	Explore developing roadway standards that accommodate bike/auto/pedestrian and transit.	Policy Development	Public Works Design Standards will be reviewed after Subdivision Regulation update.
Strategy	8.1.2.2	Identify primary pedestrian and bicycle corridors and conduct walk/bike audits along identified corridors to determine necessary upgrades.	In Progress	Certain walk/bike audits have been conducted.
Strategy	8.1.2.3	Conduct walk and bike audits to assess ADA accessibility throughout the City, including within the City parks and trails system.	In Progress	City working with MDT on ADA accessibility improvements on Park Street. Parks Master Plan contemplates ADA improvements (accessibility/parking)

Objective	8.1.3	Develop a Safe Routes to School Travel Plan for the City.		
Strategy	8.1.3.1	Partner with the Montana Department of Transportation, regional, and local partners to develop a Safe Routes to School plan for the City's schools.	Policy Development	City is reviewing SR2S internally as part of Trails/Active Transportation implementation.

TRANSPORTATION

Goal 8.1: Ensure trail and sidewalk connectivity within and around the City.

Objective	8.1.4	Review & update the land use plan to reflect the ability of the transportation system to maintain an acceptable level of mobility.		
Strategy	8.1.4.1	Update the Future Land Use Map based on future transportation improvements.	Policy Development	2026 Growth Policy Update will include new FLUM.

TRANSPORTATION

Goal 8.2: Create a complete and well-maintained transportation network within the City.

Objective	8.2.1	Improve traffic flow to the north side of the City in accordance with the Future Land Use Map of this Growth Policy.		
Strategy	8.2.1.1	Provide safe and accessible crossings for pedestrians and bicyclists across railroad tracks.	In Progress	City is working with MDT on 2027 rebuild of 5th Street. Community conversation on-going.

Objective	8.2.2	Develop additional grade-separated crossings to serve areas of new growth.		
Strategy	8.2.2.1	Pursue state and federal transportation funding sources to develop safe, grade- separated facilities to cross over railroad tracks.	Strategy Implemented	City has pursued a BUILD/RAISE Grant for the past 3 years.
Strategy	8.2.2.2	Partner with Montana Rail Link to determine when railroad maintenance is occurring in targeted crossing locations to reduce costs on all entities.	Strategy Implemented	City has partnered with BNSF on improvements to 2 crossings in 2025.
Strategy	8.2.2.3	Reevaluate and amend the 2017 Northside Transportation Plan in relation to the updated Future Land Use Map of this Growth Policy.	Not Started	

TRANSPORTATION

Goal 8.2: Create a complete and well-maintained transportation network within the City.

Objective	8.2.3	Require road and multi-use trail and/or sidewalk connections to existing and future developments.		
Strategy	8.2.3.1	Ensure zoning ordinance and subdivision regulations require multi-use trail and/or sidewalk connections to existing and future development.	In Progress	Zoning Code review and Subdivision Regulation review in process
Strategy	8.2.3.2	Require that right-of-way is dedicated to the City during the subdivision review approval process.	In Progress	Subdivision Regulation and Public Works Design Standards review in process

Objective	8.2.4	Ensure that bicycle, pedestrian, and trail connectivity is evaluated in all requests for modification or abandonment of public rights-of-way or access easements.		
Strategy	8.2.4.1	Update related policies or codified processes to reflect this evaluation effort.	Strategy Implemented	All uses are reviewed in ROW requests.

Objective	8.2.5	Develop financing mechanisms that will encourage federal, state, and private sector investment.		
Strategy	8.2.5.1	Evaluate the effectiveness of developing a Joint Economic Development District (JEDD) with the County.	Not Started	
Strategy	8.2.5.2	Evaluate the effectiveness of using a Special Improvement District (SID) to improve unpaved streets.	In Progress	SID being reviewed

TRANSPORTATION

Goal 8.2: Create a complete and well-maintained transportation network within the City.

Objective	8.2.6	Support the Big Sky Passenger Rail Authority (BSPRA) in bringing passenger rail back to Livingston.		
Strategy	8.2.6.1	Support the BSPRA in seeking private, state, and federal funding.	In Progress	City Manager serves on BSPRA Board of Directors and is involved in Service Plan Development project.
Strategy	8.2.6.2	Ensure any future passenger rail service stops in Livingston.	In Progress	City Manager serves on BSPRA Board of Directors and is involved in Service Plan Development project.

Objective	8.2.7	Prioritize existing roadways and utility infrastructure to ensure connectivity and avoid leapfrog development.		
Strategy	8.2.7.1	Prioritize roadway construction or improvements in areas that have been dedicated as mixed use or higher density in the Growth Policy.	In Progress	Annual CIP process considers uses adjacent to improvements for prioritization.
Strategy	8.2.7.2	Ensure that all transportation modes are provided for when constructing new roadways, including sidewalks, bikeways, and vehicular and public transit rights-of-way.	In Progress	Public Works Design Standards being updated as part of Subdivision Regulation process.
Strategy	8.2.7.3	Carefully assess the induced demand impacts of transportation improvements, providing these improvements strategically for intended growth, not in response to development that is out-of-step with the goals of the Growth Policy.	Not Started	

TRANSPORTATION

Goal 8.2: Create a complete and well-maintained transportation network within the City.

Objective	8.2.8	Provide safe roads for people and wildlife.		
Strategy	8.2.8.1	Partner with the Montana Department of Transportation and other agencies to reduce the risk of wildlife-vehicle collisions in and around Livingston.	Not Started	City partners with MDT on other issues but not yet wildlife.

Objective	8.2.9	Mitigate road closure and construction impacts on traffic congestion.		
Strategy	8.2.9.1	Explore alternatives to congestion on Park St. when I-90 is closed and continue to work with the Montana Department of Transportation.	In Progress	City is actively working with MDT on stoplight timing, rolling closures and other efforts to mitigate impact of I-90 closures.

PUBLIC FACILITIES

Chapter 9

Goal 9.1

Develop infrastructure to enhance community services and improve public safety for Livingston residents.

Goal 9.2

Ensure adequate public parks, trails, and recreation system to support the community now and in the future.

PUBLIC FACILITIES

Goal 9.1: Develop infrastructure to enhance community services and improve public safety for Livingston residents.

Objective	9.1.1	Enhance information and communication connectivity in Livingston.		
Strategy	9.1.1.1	Advocate for increased availability of broadband internet by collaborating with outside partners and resources.	Not Started	
Strategy	9.1.1.2	Conduct a Cost-Benefit Analysis to identify the most feasible solution given Livingston's topography, such as consideration of blended Fiber and the Fixed wireless technologies	Not Started	
Strategy	9.1.1.3	Review codes to promote "open trench" and "dig once" policies to facilitate broadband deployment.	Not Started	

PUBLIC FACILITIES

Goal 9.1: Develop infrastructure to enhance community services and improve public safety for Livingston residents.

Objective	9.1.2	Implement technologies that improve the capacity and effectiveness of all water-based systems.		
Strategy	9.1.2.1	Reduce the risk of flooding and pollution threats through proactive and innovative stormwater management programs.	In Progress	City is evaluating creation of a Storm Water Utility. City requires stormwater improvements related to development applications.
Strategy	9.1.2.2	Explore the creation of a City stormwater utility.	In Progress	City is evaluating creation of a Storm Water Utility
Strategy	9.1.2.3	Encourage development of bioswales and other green solutions during road rehabilitation and other infrastructure projects.	Strategy Implemented	City requires stormwater improvements related to development applications; bio-swales are difficult with MS4 requirements.
Strategy	9.1.2.4	Ensure adequate water supply to meet current and future demand.	In Progress	City staff and City Engineer have recently reviewed water demand relative to supply. Evalaution of additonal drinking water well has been initiated.
Strategy	9.1.2.5	Coordinate sanitary sewer replacement and wastewater system expansion with increase in growth.	Strategy Implemented	City Public Works Capital Improvement Plans include sewer upgrades. Sewer expansion is required with new development projects.
Strategy	9.1.2.6	Promote water conservation strategies.	Strategy Implemented	Tiered Water Rates implemented. Conservation communications in the newsletter.

PUBLIC FACILITIES

Goal 9.1: Develop infrastructure to enhance community services and improve public safety for Livingston residents.

Objective	9.1.3	Develop an integrated and efficient solid waste management system.		
Strategy	9.1.3.1	Conduct a community waste assessment to discover opportunities for solid waste reduction.	Not Started	Staff is eager to begin, effort may be funded in FY 2026-27.
Strategy	9.1.3.2	Develop an internal policy and guidelines for waste reduction and recycling expansion in coordination with the County.	In Progress	Staff is eager to begin, effort may be funded in FY 2026-27.
Strategy	9.1.3.3	Promote at-home recycling and community composting initiatives to divert waste from landfills.	In Progress	Recycling materials are included in external newsletter and elsewhere. Community Composting initiative to begin in FY 2025-26.
Strategy	9.1.3.4	Evaluate creating a citywide composting and curbside recycling program.	In Progress	Community Composting initiative to begin in FY 2025-26. Curbside evaluation to occur after pilot program
Strategy	9.1.3.5	Create a community education initiative to reduce confusion and promote effective recycling.	In Progress	City staff working with recycling and composting partners on language.
Strategy	9.1.3.5	Increase capacity for processing green waste to approximate city output.	Policy Development	City staff meeting with industry experts to understand green waste management options given CoL scale.

PUBLIC FACILITIES

Goal 9.1: Develop infrastructure to enhance community services and improve public safety for Livingston residents.

Objective	9.1.4	Prepare a reliable funding framework to ensure ongoing infrastructure improvements.		
Strategy	9.1.4.1	Review existing funding sources and tools to ensure availability for improvement of existing and development of new community assets.	In Progress	City staff routinely reviews funding sources for infrastructure.
Strategy	9.1.4.2	Continue to secure funding sources to upgrade existing and provide new public facilities, and parks and trails.	In Progress	City staff routinely reviews funding sources for infrastructure.
Strategy	9.1.4.3	Consider the formation of a parks and trails maintenance district for sustainable funding of parks and trails.	Policy Development	City created district for the Wellness Center.

PUBLIC FACILITIES

Goal 9.2: Ensure adequate public parks, trails, and recreation system to support the community now and in the future.

Objective	9.2.1	Actively promote and develop, as well as maintain current, parks, trails, and outdoor recreational areas that promote Livingston's historic, natural, and cultural attributes, as outlined in the City of Livingston's Parks and Trails Master Plan.		
Strategy	9.2.1.1	Identify, monitor, and protect public access to public lands and partner with others to help ensure public rights-of-ways are open, maintained, and accessible by the public.	In Progress	City works with local landowners on access issues.
Strategy	9.2.1.2	Seek public input and feedback on current use of the park and trails system and future capital and programming priorities.	In Progress	Parks Master Plan process is in progress.
Strategy	9.2.1.3	Review and update the current community profile and future demographic trends to ensure the level of service provided by the current network of neighborhood parks, trails and programming is adequate and equitable.	In Progress	Parks Master Plan process is in progress.
Strategy	9.2.1.4	Set a schedule to update the parks and trails map regularly to ensure accuracy and ease of use for the public.	In Progress	City maintains Parks/Trails map. 2nd generation is in circulation.
Strategy	9.2.1.5	Encourage the continued use of public schoolyards to serve as public space while school is not in session. Work with the School District to maximize the recreational and educational benefits of schoolyards for all members of the community.	Not Started	
Strategy	9.2.1.5	Investigate updating the Livingston Parks and Trails Master Plan.	In Progress	Parks Master Plan in progress. <i>Livingston, Montana</i>

PUBLIC FACILITIES

Goal 9.2: Ensure adequate public parks, trails, and recreation system to support the community now and in the future.

Objective	9.2.2	Support and promote arts and culture in the community while nurturing and attracting diverse talent.		
Strategy	9.2.2.1	Advance opportunities and recognize community talent in arts, sports, and other cultural activities.	Strategy Implemented	City Recreation Department provides programming and partners with community groups to expand opportunities for community.
Strategy	9.2.2.2	Continue to provide public space and venues for community events and festivals.	Strategy Implemented	City regularly hosts events with community partners.

INTERGOVERNMENTAL COORDINATION

Chapter 10

Goal 10.1

Plan for future
development within the
urban/rural interface.

Goal 10.2

Ensure seamless provision of
services and amenities to
residents, businesses, and
visitors within the region.

INTERGOVERNMENTAL COORDINATION

Goal 10.1: Plan for future development within the urban/rural interface.

Objective	10.1.1	Coordinate and collaborate with Park County.		
Strategy	10.1.1.1	Organize and facilitate regular communication with representatives from the County and other Jurisdictions to foster interdepartmental dialogue.	Strategy Implemented	City Manager meets with County Commissioners periodically on issues. Department Heads collaborate with counterparts regularly.
Strategy	10.1.1.2	Implement the recommendations included in the Extra-Territorial Jurisdiction Plan of the 2021 Livingston Growth Policy Update. See Appendix A.	Not Started	
Strategy	10.1.1.3	Explore the creation of a City-County Planning Board.	Not Started	

INTERGOVERNMENTAL COORDINATION

Goal 10.2: Ensure seamless provision of services and amenities to residents, businesses, and visitors within the region.

Objective	10.2.1	Coordinate and collaborate with other entities on planning, funding, and implementation of projects and programs that affect quality of life in Livingston and the surrounding region.		
Strategy	10.2.1.1	Gauge interest from Park County/other local jurisdictions in developing & participating in a regional planning committee to regularly coordinate and collaborate on regional	Not Started	
Strategy	10.2.1.2	Communicate and collaborate with the National Park Service, Montana Fish, Wildlife, and Parks, and the National Forest Service as needed.	Strategy Implemented	Periodic issue-based meetings are held.
Strategy	10.2.1.3	Communicate and collaborate with the Montana Department of Transportation as needed.	Strategy Implemented	City participates in quarterly TCC meetings. City and MDT hold periodic issue-based meetings (I-90 closures, traffic signals, 5th Street Crossing, RRFB installations, etc.)
Strategy	10.2.1.4	Communicate and collaborate with entities responsible for providing services to people experiencing hunger and/or homelessness as needed.	Strategy Implemented	Warming Shelter Funded since FY 2024
Strategy	10.2.1.5	Communicate and collaborate with medical and emergency services providers as needed.	Strategy Implemented	City hosts monthly meetings with Crisis Response Coalition, City Manager meets with Hospital CEO periodically on issues.
Strategy	10.2.1.6	Communicate and collaborate with local school districts as needed.	Strategy Implemented	City Manager serves on School Superintendent's Community Advisory Council with monthly meetings. Individual issue meetings, as well.
Strategy	10.2.1.7	Communicate and collaborate with residents and public stakeholders as needed.	Strategy Implemented	Open Houses, External Newsletter, Work Group Meetings

LAND USE RECOMMENDATIONS

Chapter 11

#1

**Recommended Updates to
the Zoning Code**

#2

**Recommended Updates to
Subdivision Regulations**

#3

**Adopt Planned Unit
Development Overlay**

#4

**Amend Future Land Use
Map**

LAND USE RECOMMENDATIONS

Item	Land Use Recommendations		
1	Recommended Updates to the Zoning Code	In Progress	Zoning Code Update in process.
2	Recommended Updates to Subdivision Regulations	In Progress	Subdivision Regulation review in process.
3	Adopt Planned Unit Development Overlay	Strategy Implemented	PUD Ordinance adopted.
4	Amend Future Land Use Map	Policy Development	



LIVINGSTON

M O N T A N A



GROWTH POLICY

WORK PLAN

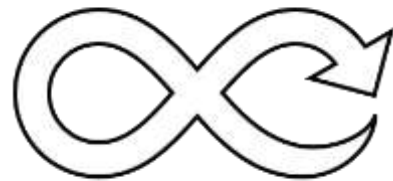


Land Use

Recommendations



Housing



Resiliency



Place-making and
Community Character

File Attachments for Item:

B. APPROVAL OF CLAIMS PAID 10/2/25 - 10/15/25

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
406 ROOFING							
10008	406 ROOFING	JP-5605-223	DIGESTER ROOF	10/08/2025	22,500.00	22,500.00	10/10/2025
Total 406 ROOFING:					22,500.00	22,500.00	
ALL SERVICE TIRE & ALIGNMENT							
22	ALL SERVICE TIRE & ALIGNME	70842	Oil Change	09/12/2025	76.00	76.00	10/02/2025
22	ALL SERVICE TIRE & ALIGNME	70905	LG BOOT	09/23/2025	72.00	72.00	10/02/2025
22	ALL SERVICE TIRE & ALIGNME	70928	DISPOSAL OF OLD TIRES	09/26/2025	110.00	110.00	10/02/2025
Total ALL SERVICE TIRE & ALIGNMENT:					258.00	258.00	
ALPINE ELECTRONICS RADIO SHACK							
402	ALPINE ELECTRONICS RADIO	10322119	SANDISK	10/01/2025	79.98	79.98	10/03/2025
Total ALPINE ELECTRONICS RADIO SHACK:					79.98	79.98	
BALCO UNIFORM COMPANY, INC.							
3371	BALCO UNIFORM COMPANY, IN	83802	cLASS A-VIEGUT	09/29/2025	473.40	473.40	10/03/2025
3371	BALCO UNIFORM COMPANY, IN	85228-1	cLASS A-SHANK	09/29/2025	459.60	459.60	10/03/2025
3371	BALCO UNIFORM COMPANY, IN	85229-1	cLASS A-MARTYNN	09/29/2025	459.60	459.60	10/03/2025
Total BALCO UNIFORM COMPANY, INC.:					1,392.60	1,392.60	
BETTER DAYS CLEANING							
10004	BETTER DAYS CLEANING	1404	CLEANING	09/30/2025	1,750.00	1,750.00	10/02/2025
Total BETTER DAYS CLEANING:					1,750.00	1,750.00	
BOUND TREE MEDICAL, LLC							
2662	BOUND TREE MEDICAL, LLC	85850897	Patient Supplies	07/21/2025	5,502.50	5,502.50	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85850898	Patient Supplies	07/21/2025	660.70	660.70	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85852680	Patient Supplies	07/22/2025	425.98	425.98	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85861066	Patient Supplies	07/29/2025	338.00	338.00	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85862859	Patient Supplies	07/30/2025	153.99	153.99	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85862860	Patient Supplies	07/30/2025	153.99	153.99	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85862861	Patient Supplies	07/30/2025	153.99	153.99	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85862862	Patient Supplies	07/30/2025	153.99	153.99	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85862863	Patient Supplies	07/30/2025	851.00	851.00	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85864775	Patient Supplies	07/31/2025	134.50	134.50	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85864776	Patient Supplies	07/31/2025	2,712.16	2,712.16	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85866258	Patient Supplies	08/01/2025	246.96	246.96	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85866259	Patient Supplies	08/01/2025	308.70	308.70	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85872098	Patient Supplies	08/06/2025	153.99	153.99	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85875120	Patient Supplies	08/08/2025	409.95	409.95	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85882646	Patient Supplies	08/14/2025	129.93	129.93	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85886241	Patient Supplies	08/18/2025	42.58	42.58	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85886242	Patient Supplies	08/18/2025	2,181.37	2,181.37	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85888389	Patient Supplies	08/19/2025	198.99	198.99	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85893370	Patient Supplies	08/22/2025	22.79	22.79	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85895242	Patient Supplies	08/25/2025	195.98	195.98	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85895243	Patient Supplies	08/25/2025	665.75	665.75	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85901896	Patient Supplies	08/29/2025	621.88	621.88	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85904286	Patient Supplies	09/02/2025	215.94	215.94	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85918498	Patient Supplies	09/12/2025	1,475.05	1,475.05	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85921974	Patient Supplies	09/16/2025	429.80	429.80	10/02/2025
2662	BOUND TREE MEDICAL, LLC	85928690	Patient Supplies	09/22/2025	472.89	472.89	10/02/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BOUND TREE MEDICAL, LLC:					19,013.35	19,013.35	
BOZEMAN TROPHY & ENGRAVING							
967	BOZEMAN TROPHY & ENGRAVI	30954	NAME BADGE	07/01/2025	15.00	15.00	10/03/2025
Total BOZEMAN TROPHY & ENGRAVING:					15.00	15.00	
BRUCE E. BECKER, P.C.							
10000	BRUCE E. BECKER, P.C.	093025	Contracted service	09/30/2025	4,000.00	4,000.00	10/02/2025
Total BRUCE E. BECKER, P.C.:					4,000.00	4,000.00	
CANON FINANCIAL SERVICES, INC							
1747	CANON FINANCIAL SERVICES, I	41785964	Printer Contract	09/11/2025	29.31	29.31	10/02/2025
1747	CANON FINANCIAL SERVICES, I	41785965	Printer Contract	09/11/2025	29.75	29.75	10/02/2025
Total CANON FINANCIAL SERVICES, INC:					59.06	59.06	
CAROLINA SOFTWARE, Inc.							
3326	CAROLINA SOFTWARE, Inc.	95926	SOFTWARE SUPPORT	10/01/2025	600.00	600.00	10/02/2025
Total CAROLINA SOFTWARE, Inc.:					600.00	600.00	
CENTRAL VALLEY FIRE							
3164	CENTRAL VALLEY FIRE	CVFD-25-020	PROFESSIONAL SERVICES	09/23/2025	2,100.00	2,100.00	10/02/2025
Total CENTRAL VALLEY FIRE:					2,100.00	2,100.00	
CITY OF LIVINGSTON							
131	CITY OF LIVINGSTON	2025_09	Disbursement to City	09/30/2025	9,023.36	9,023.36	09/30/2025
Total CITY OF LIVINGSTON:					9,023.36	9,023.36	
COMDATA							
2671	COMDATA	IB986/2042924	BZR70	10/01/2025	131.93	131.93	10/03/2025
Total COMDATA:					131.93	131.93	
COMPETITIVE TIMING LLC							
10007	COMPETITIVE TIMING LLC	5042	TIMING SERVICES	09/05/2025	1,102.50	1,102.50	10/02/2025
Total COMPETITIVE TIMING LLC:					1,102.50	1,102.50	
CORE & MAIN LP							
3733	CORE & MAIN LP	X581296	TAPPING PARTS	09/26/2025	26.60	26.60	10/02/2025
3733	CORE & MAIN LP	X677832	CURB BOX	09/18/2025	626.28	626.28	10/02/2025
3733	CORE & MAIN LP	X677832	CURB BOX	09/18/2025	89.60	89.60	10/02/2025
3733	CORE & MAIN LP	X754886	METER PARTS	09/22/2025	766.90	766.90	10/02/2025
Total CORE & MAIN LP:					1,509.38	1,509.38	
CRASH CHAMPIONS							
9	CRASH CHAMPIONS	612002039	2025 FORD REPAIR	09/08/2025	591.26	591.26	10/02/2025
Total CRASH CHAMPIONS:					591.26	591.26	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DANA SAFETY SUPPLY, INC.							
3234	DANA SAFETY SUPPLY, INC.	975889	TRAVERSE CARRIER	08/12/2025	1,160.19	1,160.19	10/02/2025
3234	DANA SAFETY SUPPLY, INC.	980401	DECOMMISSION 4 VEHICLES	09/12/2025	700.00	700.00	10/02/2025
Total DANA SAFETY SUPPLY, INC.:					1,860.19	1,860.19	
ENERGY LABORATORIES, INC.							
424	ENERGY LABORATORIES, INC.	736737	Analysis parameter	09/18/2025	304.00	304.00	10/02/2025
Total ENERGY LABORATORIES, INC.:					304.00	304.00	
FERGUSON WATERWORKS #1701							
2386	FERGUSON WATERWORKS #17	0936469	ALLY METER	09/12/2025	1,825.00	1,825.00	10/02/2025
Total FERGUSON WATERWORKS #1701:					1,825.00	1,825.00	
FISHER SAND AND GRAVEL							
2904	FISHER SAND AND GRAVEL	55271	ROAD MIX	09/13/2025	477.49	477.49	10/02/2025
2904	FISHER SAND AND GRAVEL	55271	ROAD MIX	09/13/2025	477.49	477.49	10/02/2025
Total FISHER SAND AND GRAVEL:					954.98	954.98	
FLOYD'S TRUCK CENTER							
10000	FLOYD'S TRUCK CENTER	R401060815:0	REPAIR DUMP AND DOSER	09/15/2025	4,692.70	4,692.70	10/02/2025
Total FLOYD'S TRUCK CENTER:					4,692.70	4,692.70	
FRONT LINE DESIGN							
10008	FRONT LINE DESIGN	13501	MESH TANKS	09/29/2025	1,437.36	1,437.36	10/03/2025
Total FRONT LINE DESIGN:					1,437.36	1,437.36	
GENERAL DISTRIBUTING COMPANY							
1845	GENERAL DISTRIBUTING COM	0001549548	WELDING GLOVES	09/11/2025	39.35	39.35	10/02/2025
1845	GENERAL DISTRIBUTING COM	0001556977	PT SUPPLIES	09/30/2025	205.20	205.20	10/03/2025
Total GENERAL DISTRIBUTING COMPANY:					244.55	244.55	
HANSER'S AUTOMOTIVE & WRECKER							
1687	HANSER'S AUTOMOTIVE & WR	LIV7310	UNLOCK	09/29/2025	100.00	100.00	10/02/2025
Total HANSER'S AUTOMOTIVE & WRECKER:					100.00	100.00	
HAPPE, HOLLY							
3750	HAPPE, HOLLY	092625	REIMB-TRAVEL	09/26/2025	643.80	643.80	10/02/2025
Total HAPPE, HOLLY:					643.80	643.80	
HIGH COUNTRY WILDLIFE CONTROL							
10002	HIGH COUNTRY WILDLIFE CON	37273	PEST CONTROL	09/22/2025	210.00	210.00	10/02/2025
Total HIGH COUNTRY WILDLIFE CONTROL:					210.00	210.00	
HILLYARD OF MONTANA							
63	HILLYARD OF MONTANA	605958292	Supplies	09/29/2025	251.09	251.09	10/03/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total HILLYARD OF MONTANA:					251.09	251.09	
IBS INC							
10004	IBS INC	886894-1	DISPOSABLE GLOVE	09/19/2025	280.88	280.88	10/02/2025
Total IBS INC:					280.88	280.88	
JON M HESSE PC							
10005	JON M HESSE PC	11182	PROFESSIONAL SERVICES	09/25/2025	3,416.59	3,416.59	10/02/2025
Total JON M HESSE PC:					3,416.59	3,416.59	
KENYON NOBLE							
776	KENYON NOBLE	62611	DRILL BIT	09/08/2025	16.49-	16.49-	10/03/2025
776	KENYON NOBLE	877302	CEMENT	08/26/2025	60.96	60.96	10/03/2025
776	KENYON NOBLE	881396	PARACORD	08/28/2025	29.98	29.98	10/03/2025
776	KENYON NOBLE	881952	SPRAY PAINT	08/28/2025	43.96	43.96	10/03/2025
776	KENYON NOBLE	882000	FIBERGLASS PEIN HAMMER	08/28/2025	63.98	63.98	10/03/2025
776	KENYON NOBLE	889215	TAPE REEL	09/02/2025	56.48	56.48	10/03/2025
776	KENYON NOBLE	893459	JOINT EXPANSION	09/04/2025	9.59	9.59	10/03/2025
776	KENYON NOBLE	896503	HARDWARE	09/06/2025	166.29	166.29	10/03/2025
776	KENYON NOBLE	900897	WORKLIGHT	09/09/2025	74.99	74.99	10/03/2025
776	KENYON NOBLE	902054	RECIPROCATING SAW	09/09/2025	249.99	249.99	10/03/2025
776	KENYON NOBLE	904317	ROUND FILE	09/10/2025	76.97	76.97	10/03/2025
776	KENYON NOBLE	906046	WIRE BRUSH	09/11/2025	91.37	91.37	10/03/2025
776	KENYON NOBLE	907819	BROWNTONE	09/12/2025	42.84	42.84	10/03/2025
776	KENYON NOBLE	907832	AUGER BIT SET	09/12/2025	44.76	44.76	10/03/2025
776	KENYON NOBLE	912146	PLIER	09/15/2025	69.99	69.99	10/03/2025
776	KENYON NOBLE	914933	COPPER PIPE	09/16/2025	78.50	78.50	10/03/2025
776	KENYON NOBLE	916328	SPRAY PAINT	09/17/2025	204.78	204.78	10/03/2025
776	KENYON NOBLE	916569	HARDWARE	09/17/2025	34.47	34.47	10/03/2025
776	KENYON NOBLE	918037	QUIKRETE	09/18/2025	119.85	119.85	10/03/2025
776	KENYON NOBLE	918103	flexible pipe cap	09/18/2025	39.97	39.97	10/03/2025
776	KENYON NOBLE	918562	CLEAN OUT PLUG	09/18/2025	51.98	51.98	10/03/2025
776	KENYON NOBLE	924419	HARDIE WALL	09/22/2025	76.47	76.47	10/03/2025
776	KENYON NOBLE	925345	TRASH BAGS	09/22/2025	18.99	18.99	10/03/2025
776	KENYON NOBLE	929718	MENDING PLATE	09/24/2025	7.22	7.22	10/03/2025
776	KENYON NOBLE	930754	SCREW RIVETS	09/25/2025	10.88	10.88	10/03/2025
Total KENYON NOBLE:					1,708.77	1,708.77	
KNIFE RIVER							
8	KNIFE RIVER	9693891	Plant Mix	09/18/2025	347.80	347.80	10/02/2025
8	KNIFE RIVER	969722	Plant Mix	09/19/2025	234.58	234.58	10/02/2025
8	KNIFE RIVER	970281	Plant Mix	09/24/2025	755.54	755.54	10/02/2025
Total KNIFE RIVER:					1,337.92	1,337.92	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	2237300	Water	10/01/2025	71.00	71.00	10/02/2025
2830	LEHRKIND'S COCA-COLA	2285357	Water	09/16/2025	24.00	24.00	10/02/2025
2830	LEHRKIND'S COCA-COLA	2285373	Water	09/17/2025	43.00	43.00	10/02/2025
2830	LEHRKIND'S COCA-COLA	2285374	Water	09/17/2025	31.50	31.50	10/03/2025
2830	LEHRKIND'S COCA-COLA	2292605	Water	09/30/2025	13.50	13.50	10/02/2025
2830	LEHRKIND'S COCA-COLA	2292620	Water	10/01/2025	43.00	43.00	10/02/2025
2830	LEHRKIND'S COCA-COLA	2292621	Water	09/30/2025	42.00	42.00	10/02/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LEHRKIND'S COCA-COLA:					268.00	268.00	
LES SCHWAB							
10006	LES SCHWAB	92000056515	BATTERY	09/19/2025	281.98	281.98	10/02/2025
Total LES SCHWAB:					281.98	281.98	
LIVINGSTON ACE HARDWARE - #122005							
26	LIVINGSTON ACE HARDWARE -	F93917	FOOD SAFE LID	09/18/2025	79.90	79.90	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G84144	CORD, POWER STRIP	08/28/2025	55.98	55.98	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G84427	CLOROX	08/29/2025	19.98	19.98	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G86289	Fastners	09/02/2025	35.68	35.68	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G87496	PLUG	09/04/2025	5.59	5.59	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G87682	STRIPING	09/05/2025	11.99	11.99	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G87995	PROPANE	09/05/2025	22.74	22.74	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G88016	STORAGE TOTE	09/05/2025	98.95	98.95	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G88018	LINSEED OIL	09/05/2025	17.99	17.99	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G88119	FASTNERS	09/05/2025	8.50	8.50	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G88251	CORD PHONE LINE	09/06/2025	17.99	17.99	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G88527	RETURN	09/06/2025	29.99-	29.99-	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G88536	ELEC CORD	09/06/2025	31.98	31.98	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G89686	SINK STRAINER	09/09/2025	75.48	75.48	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G89690	COUPLEHOSE, BRASS SHUTOF	09/09/2025	30.97	30.97	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G89767	ELBOW	09/09/2025	13.18	13.18	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G90119	YELLOW JCKT TRAP	09/10/2025	69.95	69.95	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G90143	Fastners	09/10/2025	16.98	16.98	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G90186	WINDSHIELD WASH	09/10/2025	22.46	22.46	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G90837	CORED HEX PLUG	09/11/2025	6.59	6.59	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G93002	COMPRESSION CONN	09/16/2025	25.89	25.89	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G93153	BREAKER CUT	09/16/2025	51.97	51.97	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G93170	TRIMMER KIT	09/19/2025	19.99	19.99	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G93329	BLANK COVER	09/17/2025	13.17	13.17	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G93473	EPOXY JSYRNG	09/17/2025	43.96	43.96	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G93511	FUSE KIT	09/17/2025	80.90	80.90	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G94574	ClampS	09/19/2025	25.16	25.16	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G95410	Mallet	09/21/2025	13.99	13.99	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G95608	CLAMP	09/22/2025	23.58	23.58	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G95610	LED LINEAR LAMP	09/22/2025	24.99	24.99	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G95620	Clamp	09/22/2025	14.77	14.77	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G95712	MLT SRFC CLNR	09/22/2025	33.98	33.98	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G96084	SPRAY PUMP	09/23/2025	37.99	37.99	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G96298	ANITFREEZE	09/23/2025	19.50	19.50	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G96826	SPIDER ERADICATION	09/24/2025	18.98	18.98	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G97037	Fastners	09/25/2025	2.69	2.69	10/03/2025
26	LIVINGSTON ACE HARDWARE -	G97085	STAPLES	09/25/2025	42.98	42.98	10/03/2025
26	LIVINGSTON ACE HARDWARE -	X62251	SPRAY PAINT	08/28/2025	9.98	9.98	10/03/2025
26	LIVINGSTON ACE HARDWARE -	X63261	HOSE BARB	09/10/2025	8.99	8.99	10/03/2025
26	LIVINGSTON ACE HARDWARE -	X63397	REFLECTORS	09/12/2025	5.99	5.99	10/03/2025
26	LIVINGSTON ACE HARDWARE -	X63900	LATCH STORAGE	09/19/2025	27.98	27.98	10/03/2025
26	LIVINGSTON ACE HARDWARE -	X64001	Fastners	09/19/2025	15.56	15.56	10/03/2025
Total LIVINGSTON ACE HARDWARE - #122005:					1,175.88	1,175.88	
MEYER ELECTRIC AND GROUNDS REPAIR, LLC							
3812	MEYER ELECTRIC AND GROUN	1475	2 MILLION PANEL & GENERATO	09/24/2025	7,842.83	7,842.83	10/02/2025
3812	MEYER ELECTRIC AND GROUN	1477	R&R STREET LIGHT REPAIR	09/27/2025	226.48	226.48	10/02/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MEYER ELECTRIC AND GROUNDS REPAIR, LLC:					8,069.31	8,069.31	
MISC							
99999	MISC	TK2025-0249.2	RESTITUTION	09/26/2025	500.00	500.00	09/26/2025
Total MISC:					500.00	500.00	
MONTANA CITY/COUNTY MANAGERS ASSOC							
10006	MONTANA CITY/COUNTY MANA	093025	MEMBERSHIP2026	09/30/2025	50.00	50.00	10/02/2025
Total MONTANA CITY/COUNTY MANAGERS ASSOC:					50.00	50.00	
MONTANA DEPARTMENT OF							
3536	MONTANA DEPARTMENT OF	5J2600098	TESTING FEES MOYER	09/22/2025	210.00	210.00	10/02/2025
Total MONTANA DEPARTMENT OF:					210.00	210.00	
MONTANA LAW ENFORCEMENT ACADEM							
925	MONTANA LAW ENFORCEMENT	25342	TRAINING-BAUER	09/30/2025	450.00	450.00	10/02/2025
925	MONTANA LAW ENFORCEMENT	25342	TRAINING-BAUER	09/30/2025	90.00	90.00	10/02/2025
Total MONTANA LAW ENFORCEMENT ACADEM:					540.00	540.00	
MONTANA LINEN SUPPLY LLC							
10007	MONTANA LINEN SUPPLY LLC	534659	MATS-LIBRARY	09/26/2025	102.05	102.05	10/03/2025
Total MONTANA LINEN SUPPLY LLC:					102.05	102.05	
MONTANA OCCUPATIONAL HEALTH							
10006	MONTANA OCCUPATIONAL HEA	20667	PHYSICALS	09/23/2025	75.00	75.00	10/03/2025
Total MONTANA OCCUPATIONAL HEALTH:					75.00	75.00	
MOTOROLA							
2634	MOTOROLA	1411202708	ANNUAL LICENSE	09/01/2025	1,560.00	1,560.00	10/02/2025
Total MOTOROLA:					1,560.00	1,560.00	
NORDIC FIRE DEFENSE							
10006	NORDIC FIRE DEFENSE	1395	FIRE EXTINGUISHERS	09/17/2025	730.00	730.00	10/02/2025
10006	NORDIC FIRE DEFENSE	1397	FIRE EXTINGUISHER	09/18/2025	303.00	303.00	10/02/2025
10006	NORDIC FIRE DEFENSE	1399	FIRE EXTINGUISHER	09/18/2025	175.00	175.00	10/02/2025
10006	NORDIC FIRE DEFENSE	1400	FIRE EXTINGUISHER	09/18/2025	775.00	775.00	10/02/2025
Total NORDIC FIRE DEFENSE:					1,983.00	1,983.00	
PROFESSIONAL SALES & SERVICE LC							
10001	PROFESSIONAL SALES & SERV	33626	PARTS	06/03/2025	390.64	390.64	10/02/2025
Total PROFESSIONAL SALES & SERVICE LC:					390.64	390.64	
RESSLER MOTOR COMPANY							
10001	RESSLER MOTOR COMPANY	20251009	2025 SILVERADO 3500HD	10/09/2025	62,927.00	62,927.00	10/09/2025
Total RESSLER MOTOR COMPANY:					62,927.00	62,927.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ROCKY MOUNTAIN SUPPLY INC							
10006	ROCKY MOUNTAIN SUPPLY INC	02187	DEF FLUID	09/24/2025	199.00	199.00	10/02/2025
10006	ROCKY MOUNTAIN SUPPLY INC	036285	DEF FLUID	09/24/2025	448.00	448.00	10/02/2025
10006	ROCKY MOUNTAIN SUPPLY INC	1121	DIESEL 800 GAL	09/09/2025	2,397.60	2,397.60	10/02/2025
10006	ROCKY MOUNTAIN SUPPLY INC	1149	DIESEL 800 GAL	09/17/2025	2,426.40	2,426.40	10/02/2025
10006	ROCKY MOUNTAIN SUPPLY INC	1188	DIESEL 815G	09/26/2025	2,387.95	2,387.95	10/03/2025
Total ROCKY MOUNTAIN SUPPLY INC:					7,858.95	7,858.95	
SECURITY SOLUTIONS, INC.							
3020	SECURITY SOLUTIONS, INC.	21624-A	ALARM MONITORING	10/01/2025	96.00	96.00	10/02/2025
Total SECURITY SOLUTIONS, INC.:					96.00	96.00	
SPOOLIN' BOOST LLC							
10008	SPOOLIN' BOOST LLC	147	JD 970 TRACTOR REPAIR	09/29/2025	1,835.00	1,835.00	10/03/2025
Total SPOOLIN' BOOST LLC:					1,835.00	1,835.00	
STOCKWELL ENGINEERS INC							
10006	STOCKWELL ENGINEERS INC	19029	PARKS MASTER PLANNING	09/19/2025	1,496.25	1,496.25	10/02/2025
Total STOCKWELL ENGINEERS INC:					1,496.25	1,496.25	
TD&H ENGINEERING, INC							
3390	TD&H ENGINEERING, INC	44355	2025 ALLEY CIP	09/10/2025	16,018.49	16,018.49	10/02/2025
3390	TD&H ENGINEERING, INC	44355	2025 ALLEY CIP	09/10/2025	16,018.49	16,018.49	10/02/2025
3390	TD&H ENGINEERING, INC	44356	I&I PROJECT	09/10/2025	9,034.75	9,034.75	10/02/2025
3390	TD&H ENGINEERING, INC	44357	ON CALL SERVICES	09/10/2025	797.50	797.50	10/02/2025
3390	TD&H ENGINEERING, INC	44357	ON CALL SERVICES	09/10/2025	632.50	632.50	10/02/2025
3390	TD&H ENGINEERING, INC	44357	ON CALL SERVICES	09/10/2025	535.00	535.00	10/02/2025
3390	TD&H ENGINEERING, INC	44358	LOVES TRUCKSTOP	09/10/2025	247.50	247.50	10/02/2025
3390	TD&H ENGINEERING, INC	44358	LOVES TRUCKSTOP	09/10/2025	247.50	247.50	10/02/2025
3390	TD&H ENGINEERING, INC	44358	LOVES TRUCKSTOP	09/10/2025	495.00	495.00	10/02/2025
3390	TD&H ENGINEERING, INC	44359	VIEW VISTA	09/10/2025	307.88	307.88	10/02/2025
3390	TD&H ENGINEERING, INC	44359	VIEW VISTA	09/10/2025	307.87	307.87	10/02/2025
3390	TD&H ENGINEERING, INC	44644	MONTANA STREET	09/10/2025	6,330.47	6,330.47	10/02/2025
Total TD&H ENGINEERING, INC:					50,972.95	50,972.95	
THE MAIN PRINT SHOP							
10006	THE MAIN PRINT SHOP	22612	BUDGET BOOKS	09/23/2025	1,480.11	1,480.11	10/02/2025
Total THE MAIN PRINT SHOP:					1,480.11	1,480.11	
UPS STORE #2420, THE							
292	UPS STORE #2420, THE	091825	Shipment	09/18/2025	45.72	45.72	10/02/2025
292	UPS STORE #2420, THE	091925	Shipment	09/19/2025	7.35	7.35	10/02/2025
Total UPS STORE #2420, THE:					53.07	53.07	
VORTEX SERVICES, LLC							
10008	VORTEX SERVICES, LLC	001	VAULT CLEANING	09/05/2025	8,500.00	8,500.00	10/09/2025
Total VORTEX SERVICES, LLC:					8,500.00	8,500.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WARREN WELDING, LLC							
10003	WARREN WELDING, LLC	12977	REPAIR RESERVE 1	09/01/2025	756.51	756.51	10/03/2025
Total WARREN WELDING, LLC:					756.51	756.51	
WHISTLER TOWING, LLC							
3237	WHISTLER TOWING, LLC	10805	REPAIR MEDIC 1	09/19/2025	175.00	175.00	10/02/2025
Total WHISTLER TOWING, LLC:					175.00	175.00	
Grand Totals:					234,750.95	234,750.95	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

File Attachments for Item:**C. JUDGES MONTH REPORT FOR SEPTEMBER 2025**

LIVINGSTON CITY COURT
MONTHLY FINANCIAL REPORT

Month: September 2025

Dismissed-Plea Agreement:	6
“ Pretrial Diversion/Deferred:	
“ Miscellaneous:	10
Paid Fines:	28

Monthly Total: 44

Paid-Bond Forfeit/Fines/Time Payments: \$7,138.56

Parking Enforcement & Police issued Parking Tickets: \$1,848.50

TOTAL \$8,987.06

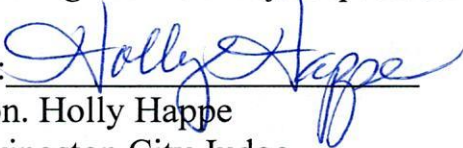
MLEA Surcharge:	\$385.00
TECH Surcharge:	\$350.00
Victim/Witness Surcharge:	\$460.00
MISD Surcharge:	\$600.00
Court Costs	\$ 90.00

TOTAL: (\$ 1,885.00)

Total amount credited to City of Livingston General Fund: \$7,102.06

I hereby certify that this is a true and correct statement of the amount of fines/fees/costs which were fully paid and credited with Livingston City Court during the month of: September 2025

Prepared by:


Hon. Holly Happe
Livingston City Judge

Date:

10-14-25

File Attachments for Item:

D. PLEDGED SECURITIES FOR SEPTEMBER 2025

DEPOSITORY BONDS AND SECURITIES
September 30, 2025

	<u>MATURITY</u>	<u>CUSIP NO.</u>	<u>TOTAL AMOUNT PLEDGED</u>
FIRST INTERSTATE BANK			
All Accounts			
Federal Deposit Insurance Corporation			\$ 250,000.00
FEPC	1/1/2035	3132D54K5	990,554.30
FMNT	4/27/2029	3134GWEL6	7,000,000.00
FMNT	7/29/2030	3134GWGJ9	6,000,000.00
FNNT	12/24/2029	3135GAAR2	10,000.00
FERM	9/25/2049	3137FPZX6	499,970.50
FERM	12/25/2048	3137H1MS2	747,596.99
FGRM	3/15/2045	3137H52U0	260,846.35
MNAR	7/1/2029	3140LGSA1	595,000.00
FFNT	11/18/2030	31422B2Z2	175,000.00
TOTAL - First Interstate Bank			<u><u>\$ 16,528,968.14</u></u>
OPPORTUNITY BANK			
All Accounts			
Federal Deposit Insurance Corporation			\$ 250,000.00
University Colo Enterprise Sys Rev	6/1/2030	91417NMF9	33,119.10
TOTAL - Opportunity Bank			<u><u>\$ 283,119.10</u></u>

PLEDGED SECURITIES AND CASH IN BANK
As of
September 30, 2025

First Interstate Bank

	Total
Cash & CD's on Deposit	\$ 7,636,255.09
FDIC Coverage	250,000.00
Amount Remaing	7,386,255.09
Pledges required @ 50%	3,693,127.55
Actual Amount of Pledges	16,278,968.14
Over (Under) Pledged	\$ 12,585,840.60

PLEDGED SECURITIES AND CASH IN BANK
As of
September 30, 2025

Opportunity Bank of Montana

	Total
Cash & CD's on Deposit	\$ 256,384.86
FDIC Coverage	250,000.00
Amount Remaing	6,384.86
Pledges required @ 50%	3,192.43
Actual Amount of Pledges	33,119.10
Over (Under) Pledged	\$ 29,926.67

File Attachments for Item:

E. AGREEMENT 20230 WITH PARK COUNTY FOR THE TRANSFER OF A BULK WATER STATION



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: October 21, 2025
TO: Chair Schwarz and City Commissioners
FROM: Shannon Holmes, Public Works Director
RE: Staff Report for Transfer of Bulk Water Station from Park County to City of Livingston

Recommendation and Summary

Staff is recommending the Commission Approve the Memorandum of Understanding between Park County, MT and the City of Livingston for exchange of the Bulk Water Station by adopting the following motion:

"I move to approve the Memorandum of Understanding between Park County, MT and the City of Livingston for exchange of the Bulk Water Station and authorize the Chair and City Manager to sign the Agreement."

The reasons for the recommendation are as follows:

- Park County purchased and installed a bulk water station as part of the water main extension project located in the Park County Fairgrounds in 2024.
- The Bulk water station was not put into operation and the City collaborated with Park County to remove and relocate the bulk water station to City property near Bennett and Garnier Streets.
- The City promises to keep the bulk water station in operational condition for the benefit of Park County and City of Livingston residents and businesses.

Introduction and History

Park County purchased and installed a bulk water station as part of the water main extension project located in the Park County Fairgrounds in 2024. The Bulk water station was not put into operation and the City collaborated with Park County to remove and relocate the bulk water station to City property near Bennett and Garnier Streets. The City promises to keep the bulk water station in operational condition for the benefit of Park County and City of Livingston residents and businesses.

Livingston, Montana

**Analysis**

The City has agreed to repair a leaking water service within the fairgrounds as a condition of this Memorandum of Understanding.

Fiscal Impact

The bulk water station is included in the FY25/26 budget. Due to the transfer of the bulk water station, there should be minimal fiscal impact to the removal and relocation of the bulk water station.

Strategic Alignment

Growth Policy Goals, Objectives and Strategies for Growth

Goal 9.1 Develop infrastructure to enhance community services and improve public safety for Livingston residents.

Objective 9.1.2 Implement Technologies that improve the capacity and effectiveness of all water-based systems.

9.1.2.4: Ensure adequate water supply to meet current and future demand.

Attachments

- Attachment A: Memorandum of Understanding between Park County, MT and the City of Livingston

**Memorandum of Understanding
Between
Park County, MT and the City of Livingston**

This memorandum of understanding (“MOU”) is between Park County, a political subdivision of the State of Montana (“Park County”) and the City of Livingston, a political subdivision of the State of Montana (“Livingston”).

- 1) **Purpose.** The purpose of this MOU is to enable Park County to transfer its bulk water station to Livingston in exchange for Livingston removing the bulk water station and meter pit, reinstalling the bulk fill water station in another location, and conducting needed repairs.
- 2) **Authority.** This MOU is authorized by MCA § 7-11-104.
- 3) **Term.** This MOU is effective upon signature of both parties and terminates on October 31, 2026 unless terminated prior to that date in accordance with Section 5.
- 4) **Compensation.** Neither Park County nor Livingston shall owe any compensation as a result of this MOU.
- 5) **Termination.** This MOU is revocable at will by either party with 30 days written notice.
- 6) **Amendments.** Any amendments or modifications of this MOU must be in writing, made by mutual consent of both parties, and signed by both parties.
- 7) **Administrator.** The administrator for this MOU for Park County shall be the Fairgrounds and Parks Director. The administrator for this MOU for Livingston shall be the Public Works Director.
- 8) **Services.** Livingston will remove the bulk fill water station and meter pit, cap the service line and install a service marker. Livingston will also repair a leak in the water line for the RV Dump station during the removal of the bulk water station. Livingston will reinstall the bulk fill water station in an operational state at another location within city limits, and ensure that the bulk water station remains operational for the duration of this MOU.
- 9) **Disputes.** It is mutually agreed that the performance or breach of this MOU and its interpretation shall be governed by the laws of the State of Montana. In the event of litigation concerning the terms of this MOU, venue shall be in the Montana Sixth Judicial District, Park County.
- 10) **Liability.** Livingston and Park County agree to mutually indemnify and hold each other harmless against claims against either party as a result of any or all actions, claims, damages and losses (including attorney’s fees) that may arise out of or in relation to any negligent or intentional acts, errors, omissions of the other party. The parties further agree that each party shall not be held liable for any special, consequential, indirect, or incidental damages as a result of this MOU.

11) **Entire Agreement.** This MOU sets forth the entire agreement of the parties relating to the subject matter hereof, and all prior understandings, written or oral, are superseded by this MOU.

12) **Authorized Representatives.** By signature below, each party certifies that the individuals listed below as representatives of the party are authorized to act on their respective behalf.

PARK COUNTY

Mike Story, Commission Chairman

Date

LIVINGSTON

Quentin Schwarz, Commission Chairman

Date

ATTEST

Angeliene Gelderloos
Park County Clerk and Recorder

Date

File Attachments for Item:

F. AGREEMENT 20231 WITH ASKIN CONSTRUCTION



DATE: October 21, 2025

TO: Chair Schwarz and City Commissioners

FROM: Shannon Holmes, Public Works Director

RE: Staff Report for Construction Services for Park Street Crossing Improvements

Recommendation and Summary

Staff is recommending the City Commission Approve the General Services Agreement 20231 and Agreement between Owner and Contractor for Construction Contract with Askin Construction to provide Construction Services for the Park Street Crossing Improvements by adopting the following motion:

"I move to approve General Services Agreement 20231 and the Agreement between Owner and Contractor for Construction Contract with Askin Construction and authorize the Chair and City Manager to sign both Agreements."

The reasons for the recommendation are as follows:

- Askin Construction was the responsible low bidder of the two bidders for the project.
- Askin Construction has previously completed several successful projects for the City of Livingston.
- Askin Construction has confirmed they are comfortable with their bid to complete a successful project and their current work in progress shows they have the capacity to begin construction work on this project as soon as possible.

Introduction and History

The Work to be performed under this contract includes installing pedestrian crossing improvements at the intersections of W. Park Street & W. Geyser Street, and W. Park Street & N. Main Street in Livingston, MT. Work to be performed under this contract includes the installation of owner procured solar Rectangular Rapid Flashing Beacons (RRFB) units, sidewalk removal and replacement, concrete curb and gutter, asphalt removal and replacement, new pavement markings, construction of storm drain (remove and replace and new), fittings, storm drain inlets, bedding material, backfill, dewatering (if necessary), compaction, testing, and all other work related to construction of a complete and operable street and storm drain system.

**Analysis**

See Attachment A for bid analysis and recommendation by TD&H Engineering.

Fiscal Impact

This project is included in the allocation of House Bill 355 (HB355) funding for \$190,376.00. The City has been informed by the Department of Commerce that funds through House Bill 355 can be reallocated to this project from other City awarded projects included in the House Bill. That final relocation amount has not been determined yet. The City has adequate funds available in Transportation Impact Fees to cover the difference in HB 355 funds and the total contract amount of \$306,536.00

Strategic Alignment

Recommendation in City's Active Transportation Plan

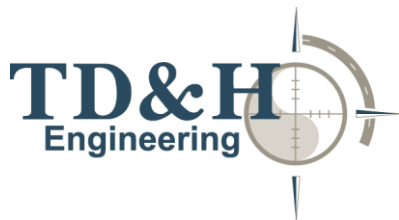
Growth Policy Goals, Objectives and Strategies for Growth

Goal 9.1 Develop infrastructure to enhance community services and improve public safety for Livingston residents.

Attachments

- Attachment A: City of Livingston Recommendation to Award the Park Street Crossing Improvement Project
- Attachment B: General Services Agreement
- Attachment C: EJCDC Agreement between Owner and Contractor for Construction Contract

234 East Babcock Street
Suite 3
Bozeman, MT 59715



406.586.0277
tdhengineering.com

October 15, 2025

Shannon Holmes, Public Works Director
City of Livingston
330 North Bennett Street
Livingston, MT 59047

**RE: CITY OF LIVINGSTON PARK STREET CROSSING
IMPROVEMENTS PROJECT
ENGINEER RECOMMENDATION**
TD&H ENGINEERING JOB NO. B23-114-200

Dear Shannon,

TD&H has tabulated the bids from contractors for the Livingston Park Street Crossing Improvements project. After an active and successful bidding period, overall, two contractors submitted bids on the street improvements work. Both contractors submitted bids to the City of Livingston on October 14, 2025. The tabulated bids are detailed and attached including the engineer's estimate. The City has reviewed the bid costs and decided that there is budget for the project based on the low bid price from Askin Construction.

TD&H did the proper background due diligence for the apparent low bidder during the bid award process for the 2025 Downtown Alley CIP earlier this year, which includes reference checks and requested background summary.

The low bid for this project came in as follows:

	<u>Engineer's Estimate</u>	<u>Low Bid (Askin Construction)</u>
Total	\$230,661.00	\$306,536.00

Askin has confirmed that they are comfortable with their numbers to complete a successful project and their Work In Progress (WIP) shows they have the capacity to begin the work this fall and complete the project by the end of paving season or early next spring based on the weather and production times for the manhole in Main and Park Streets.

Currently, TD&H recommends that the City of Livingston enter into negotiations with Askin Construction for the Park Street Crossing Improvements project. TD&H has verified that Askin has included the following in their bid: Montana prevailing wages, 1% GRT Tax, and a performance and payment bond.

Once we have approval to enter into negotiations for the work, TD&H will prepare a contract, set up a preconstruction meeting, and oversee the construction of the project.

Please let me know if you have any questions.

Sincerely,



Matt McGee, PE
Project Manager
TD&H ENGINEERING

Attachments: 2025 Bid Tabulation

J:\2023\B23-114 City of Livingston On-call Engineering Services\200 Park Street
RRFB\CONSTRUCTION\CITY OF LIVINGSTON RECOMMENDATION TO AWARD PARK STREET
CROSSING IMPROVEMENTS.DOC

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Livingston ("Owner") and Askin Construction, LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: installing pedestrian crossing improvements at the intersections of W. Park Street & W. Geyser Street, and W. Park Street & N. Main Street in Livingston, MT.

ARTICLE 2—THE PROJECT

- 2.01 The Work to be performed under this contract includes installing pedestrian crossing improvements at the intersections of W. Park Street & W. Geyser Street, and W. Park Street & N. Main Street in Livingston, MT. Work to be performed under this contract includes the installation of owner procured RRFB units (solar), sidewalk removal and replacement, concrete curb and gutter, asphalt removal and replacement, new pavement markings, construction of storm drain (remove and replace and new), fittings, storm drain inlets, bedding material, backfill, dewatering (if necessary), compaction, testing, and all other work related to construction of a complete and operable street and storm drain system. All work shall be done in strict accordance with the requirements of the contract documents.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained TD&H Engineering ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

- A. The Work will be substantially complete within the number of days after the date when the Contract Times commence to run as shown below and as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within days after the date when the Contract Times commence to run.

Base Bid 45 consecutive calendar days

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion:* Contractor shall pay Owner \$ 500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 500 for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately

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identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form. Estimated quantities used for bidding purposes are not guaranteed, payment will be for actual quantities as determined by ENGINEER in accordance with Article 10.06 of the General Conditions. Unit prices have been computed as provided in paragraph 13.03 of the General Conditions.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the maximum rate allowed by law that the place of the project.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of 10 sheets with ~~an~~ sheet bearing the following general title: Livingston Park Street Crossing Improvements.
 - 7. Addenda (numbers ____ to ____, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Notice of Award
 - b. Notice to Proceed
 - c. Contractor's Bid Form
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.
 - d. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value
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likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2025, by and between **THE CITY OF LIVINGSTON, MONTANA**, a municipal corporation and political subdivision of the state of Montana with its principal office located at 220 East Park Street, Livingston, MT 59047 (hereinafter referred to as the “City”), and **ASKIN CONSTRUCTION INC.**, an incorporated company with its principal place of business located at 3922 Coulson Road E., Billings, MT 59101 (hereinafter referred to as the “Contractor”; and together with the City, the “Parties”).

RECITALS:

- A. The Contractor is engaged in the business of providing construction services, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform construction services for the City.
- B. The Parties desire to define their respective rights, duties and obligations in connection with their relationship and, as a result, the Parties desire to proceed under the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions contained herein, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
2. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Contractor agrees that all hiring will be on the basis of merit and qualifications and the Contractor will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
3. SCOPE OF WORK/SERVICES. Contractor shall complete all work as specified or indicated in the construction plans and specifications herein. The Project for which the work shall be completed may be generally described as the “Park Street Crossing Improvements Project.”

4. **CONTRACT DOCUMENTS.** In addition to this Agreement, the contract documents shall consist of the Project Manual and all attachments and exhibits thereto, the Instructions to Bidder, bid, all issued addenda, drawings the specifications manual, bonds, and insurance certifications as required by the Instructions to Bidder and documents identified therein (the foregoing documents are collectively referred to in this Agreement as the “Contract Documents.”) The Contract Documents are collectively attached hereto and incorporated herein as Exhibit A.

5. **NATURE OF RELATIONSHIP.**
 - a. The Contractor states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Contractor shall perform the Project as an independent contractor. The Parties agree that the City is only interested in the end result of said project, not in the method of performance, and as such, the Contractor has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Contractor shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.

 - b. The Contractor agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both State and Federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Contractor in performance of this Agreement.

 - c. **The contractor agrees to follow the Montana Preference law for materials and labor as set forth in 18-1-102 and 18-2-403 MCA. For projects valued in excess of \$25,000.00, the contractor agrees to post the job site with the standard prevailing wage information, to pay his employees the standard prevailing wage as established by the Montana commissioner of Labor and/or the federal government and to maintain records thereof for three years.**

- d. The Contractor hereby states that it is either covered by Worker's Compensation and Unemployment Insurance or has obtained an exemption from the Montana Department of Labor and Industry pursuant to Mont. Code Ann. §§ 39-71-401(3) and 39-51-204(2), as is evidenced by the certificates of insurance or exemption documents attached hereto and incorporated herein as Exhibit A. Any certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage.
 - e. The Contractor, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.
6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. The Contractor represents and warrants as follows:
- a. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
 - b. It has inspected the job site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work.
 - c. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, performance and furnishing the Services.
 - d. It has reviewed this Agreement and all exhibits hereto and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.
 - e. It will complete the Services in a workmanlike manner according to industry standards and practices.
 - f. It will not cause or permit any liens to be filed against City-owned property.

7. ADDITIONAL CONTRACTOR RESPONSIBILITIES. The Contractor shall:

- a. Give employment preference to bona fide Montana residents in the performance of the work.
- b. Pay the travel allowance in effect and applicable to the district in which the work is being performed.
- c. Pay the standard prevailing rate of wages, including fringe benefits, in effect and applicable to the district in which the work is being performed as determined by the Montana Department of Labor and Industry. Information about such wages and fringe benefits must be posted at the job site. The prevailing wage and fringe benefits rates for the current year are attached hereto and incorporated herein as Exhibit C.
- d. Retain records regarding its payment of the standard prevailing rate of wages, including fringe benefits, for a period of three (3) years after the Contractor's completion of work on the Project.

8. CITY'S RESPONSIBILITIES. The City shall:

- a. Provide all of the information regarding any requirements under this Agreement in a timely fashion.
- b. Provide access to City property and easements with respect to the performance of this Agreement

9. PAYMENT.

- a. Subject to additions or deductions by change order, the Contractor shall perform his obligations under this agreement for the contract price **Three Hundred Six Thousand Five Hundred Thirty Six and 00/100 (\$306,536.00)**. Pay estimates submitted by Contractor must first be approved by the City or its designee prior to payment. All bills shall be submitted fourteen (14) days before the regularly scheduled meeting of the City Commission to the Public Works Director at 330 Bennett Street, Livingston, Montana.
- b. In connection with obtaining payment under this Agreement, Contractor agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure,

including but not limited to deadlines for submitting claims for approval and payment. The Contractor assumes responsibility for the late filing of a claim.

- c. In the event the Contractor seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Contractor must seek prior written authorization from the City before such expenditure is incurred. If the Contractor fails to obtain prior written authorization, the Contractor shall not be entitled to payment for the unauthorized work, materials or services.

10. TERMINATION.

- a. If the City fails to substantially perform in accordance with the terms of this Agreement, the Contractor shall deliver to the City a written notice specifying the nature of the City's failure to substantially perform. The City shall have a period of ten (10) days after receiving the written notice from the Contractor to cure the failure to perform. If the City fails to cure its failure to perform within the 10-day cure period, the Contractor shall provide the City with a written notice to terminate this Agreement. The Contractor may only terminate this Agreement if it is not at fault for the City's failure to perform. Failure of the City to make payment as provided in this Agreement shall be considered nonperformance and cause for termination, unless the Contractor is at fault for the City's nonpayment.
- b. The City may terminate this Agreement upon not less than ten (10) days prior written notice to Contractor. If the City terminates this Agreement for a reason other than fault of the Contractor, the Contractor shall receive compensation for the work/services performed prior to termination, together with reasonable expenses incurred up to the date of termination.

- 11. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Contractor shall indemnify the City, its officers, employees, agents and representatives against any and all claims, actions, costs, fees (including but not limited to attorney fees and all defense costs), losses, liabilities or damage of whatever kind or nature arising from or related to Contractor's performance of this Agreement and Contractor's work (or the work of any subcontractor or supplier to Contractor) under this Agreement. In the event a claim should be brought or an action filed against the City with respect of the subject of this Agreement, Contractor agrees that the City may, at its election, employ attorneys of its own selection to appear and defend the claim or action on behalf of the City, at the expense of the

Contractor. City, at its option, shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the City.

12. INSURANCE AND BONDING. During the term of this Agreement, Contractor shall be responsible for maintaining, at its sole expense, insurance coverage and bonding. The Contractor shall provide the City with certificates of insurance demonstrating such insurance coverage and bonding and the certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage. The certificates of insurance shall also name the City as an additional insured. The Contractor shall:
 - a. Maintain a comprehensive public liability insurance policy, including automobile coverage, insuring against loss and for damages for personal injury or death and/or property loss, damage or destruction arising out of or in connection with the performance of this Agreement by the Contractor, its officers, agents and employees with the minimum liability limit of \$3,000,000.00 per claim and \$1,000,000.00 for each occurrence, as set forth in sections 5 of the bidding documents.
 - b. Maintain workmen's compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.
 - c. Make, execute, and deliver to the City a good a sufficient bond with a surety company licensed in Montana, as surety, conditioned that Contractor shall (i) faithfully perform all of the provisions of this Agreement, (ii) pay all laborers, mechanics, subcontractors, and material suppliers, and (iii) pay all persons who supply the Contractor or subcontractors with provisions, provender, material, or supplies for performing the work.
13. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.

14. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
15. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
16. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Services and supersedes all prior agreements and understandings between the Parties with respect to the Services.
17. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement per the Contract Documents.
18. CAPTIONS, HEADINGS, AND TITLES. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
19. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
20. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of a third party, including contractors,

subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the contractor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

21. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
22. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.
23. LIAISON. The designated liaison with the City is Shannon Holmes or Adam Ballew, both of whom can be reached at (406) 222-5667. The Contractor's liaison is Justin Biehl, who can be reached at (406) 702-1097.
24. GOVERNING LAW. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.
25. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in Livingston, Montana, the day and year first aforementioned herein.

City of Livingston

Contractor_____

City Manager

Name: _____

Date

Its: _____

Date

[Exhibit A]

[Certificates of WC and UE Insurance or Exemptions]

Exhibit B**[Certificates of Insurance]**

File Attachments for Item:**G. AGREEMENT 20232 WITH TD&H ENGINEERING**



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: October 21, 2025
TO: Chair Schwarz and City Commissioners
FROM: Shannon Holmes, Public Works Director
RE: Staff Report for Preliminary Design Services for New Municipal Well #7

Recommendation and Summary

Staff is recommending the Commission Approve Professional Services Agreement 20232 with TD&H Engineering to provide Engineering Services for a new municipal well #7 project by adopting the following motion:

"I move to approve Professional Services Agreement 20232 with TD&H Engineering and authorize the Chair and City Manager to sign the Agreement."

The reasons for the recommendation are as follows:

- TD&H is the City's term contracted civil engineering firm and completed previous designs for the City of Livingston.
- The project will add a municipal well by Livingston Healthcare which will provide redundancy to a currently dead-end water main east of Veterans Bridge and add to overall water system capacity.

Introduction and History

A new groundwater municipal well was first recommended in the 2014 Drinking Water Preliminary Engineering Report to provide redundancy to Livingston Healthcare if water looping of water mains proved to be infeasible. The new municipal well #7 was also included as a top 3 priority in the 2020 Water Master Plan to providing redundancy to Livingston Healthcare and providing additional water capacity for residential and commercial growth in Livingston. In 2024 the City implemented formal water restrictions based ensuring the city had adequate water capacity for residential and commercial use in addition to having adequate fire flows in case of an emergency during months of high water demands. In early 2025, the city completed a water capacity update based on 13 residential and commercial development projects planned within the city. Based on the capacity requirements of the development and remaining capacity, it was recommended the City start planning for a new municipal well.

Livingston, Montana



Analysis

The scope of work for engineering services (Phase 1A) include:

- Civil Services
 - Project management, Workshops, and Meetings
 - Topographic, Boundary Survey, and Easements
- Hydrologic Services
 - Project Management, Workshops, and Meetings
 - Hydrologic Assessment Coordination
- Siting, Permitting, and Test Well
 - Well Siting Study
 - Water Right Evaluation
 - Exploratory Test Well

Fiscal Impact

This engineering work is included in the FY 25/26 budget. The Professional Services Agreement of \$94,872 for Phase 1A. Phase 1B work is estimated at \$275,000 for final design services. The current total construction cost for the proposed project improvements is estimated at \$3,020,000. Generally, engineering design services account for approximately 8-10% of the total construction cost. At this time, TD&H proposes a phased approach to design to initiate siting the new well location and confirming access easements and subsurface conditions prior to estimating fees for preliminary and final design. This approach allows for the site information to be known prior to estimating effort for design.

Strategic Alignment

Growth Policy Goals, Objectives and Strategies for Growth

Goal 9.1 Develop infrastructure to enhance community services and improve public safety for Livingston residents.

Objective 9.1.2 Implement Technologies that improve the capacity and effectiveness of all water-based systems.

9.1.2.4: Ensure adequate water supply to meet current and future demand.

Attachments

- Attachment A: TD&H Proposal
- Attachment B: Professional Services Agreement
- Attachment C: Capital Request Form



EXHIBIT A - SCOPE AND FEE DESCRIPTION

City of Livingston New Well Design
October 2025



In working with City staff on the planning for this critical project, we are presenting a phased approach to the design of the new municipal well. The first phase of the design scope will be focused on determining the location of the new well, coordinating access easements, and confirming with as much confidence as reasonably possible that water capacity at the well site is available by completing a test well. This initial scope of work is captured in Phase 1A.

Phase 1B design scope is outlined in this proposal and will be addressed again after Phase 1A is complete to define the preliminary and final design tasks as diligently and fiscally as possible based on the information gathered in the former phase. The water transmission main extension from the new well to the existing system connection will be scoped in a separate project at a later date.

Based on our team's current schedule, we expect to begin work on this project immediately. The Phase 1A engineering schedule will be closely coordinated with you upon approval of this proposal.

DESIGN SCOPE OF SERVICES

PHASE 1A

1. CIVIL SCOPE OF SERVICE (TD&H)

A. Project Management, Workshops, and Meetings

Time has been included in the proposal for the project manager to manage all of the consultants during the design phase and for project meetings. This task includes cost estimating and quality assurance (QA).

B. Topographic, Boundary Survey and Easements

TD&H will survey the proposed well locations (2) and provide a map showing existing ground and improvements. The maps will include overhead utilities, underground utilities as marked by One Call Locator System personnel, and topographic elevation contours at a 1' interval. Property lines of the adjacent streets will also be shown, along with any easements listed on the Clerk and Recorder plat books. TD&H will provide the finished map in PDF and AutoCAD formats. It is assumed the sites will be accessible and enough survey monuments can be found to properly establish property lines. This does not include setting pins or filing a survey.

2. HYDROGEOLOGIC SCOPE OF SERVICE (AE2S)

A. Project Management, Workshops, and Meetings

Presentations and meetings are included in this design item for subconsultant.

B. Hydrogeologic Assessment Coordination

Coordinate and work with hydrogeologist to support new redundant well siting, testing, and capacity requirements. The hydrogeologist will be responsible for well casing, screen, water rights, yield determination, and DEQ report. Review Hydrogeologic Report, findings, and recommendations for proposed well. The Hydrogeologic report will serve as the basis of planning document for AE2S for the well design.

3. SITING, PERMITTING AND TEST WELL SCOPE OF SERVICE (WET)

A. Siting Study

In coordination with the City and TD&H Engineering (TD&H), WET will conduct a detailed review of potential sites. Well sites will be evaluated based on a combination of factors, including reasonable probability of obtaining sufficient production capacity, ability to meet source water protection setbacks, likely water quality, and proximity to existing infrastructure. The objective of this evaluation is to develop an understanding of the local hydrogeological framework, potential sources of contamination, and connectivity of the existing water system. Much of this work, including the determination of sufficient production capacity, will be done in conjunction with other members of the design team.

WET will complete the hydrogeologic evaluation based on a review of existing information including publicly available well logs in the area, previous aquifer pumping tests, interviews with local well drillers and pump installers, and published literature and reports.

The initial, collaborative capacity evaluation will include a discussion and cost benefit analysis of mainline extension, power supply to well and pumphouse, and hydraulics. The Project Team will prepare a technical memorandum summarizing our findings, including cost estimates and a final site recommendation.

B. Water Right Evaluation

WET will complete a detailed evaluation of the City's existing water rights portfolio and assess permitting pathways to support development of a new groundwater source. The evaluation will address the feasibility of pursuing a new appropriation from the alluvial aquifer as well as the potential to use existing rights, such as those associated with the Yellowstone River or prior groundwater filings. This may include adding the new well as a point of diversion to an existing water right or completing a change of use to modify an existing irrigation well for a mitigation of the proposed use.

This task will include:

- A review of all municipal water rights owned by the City.
- Identification of which existing rights could be used to add a new point of diversion or serve in mitigation to offset potential impacts.
- Evaluation of the potential to develop a redundant well completion under an existing water right, including assessment of regulatory precedent, hydrogeologic feasibility, and operational advantages.
- Legal and administrative feasibility analysis for each approach.
- Assessment of DNRC permitting criteria, including whether the aquifer is considered over- appropriated, and what type of showing (if any) will be required to meet legal and physical availability standards.

The goal is to identify one or more viable permitting paths, either through a redundant well notice, new beneficial use permit, a permit combined with mitigation using existing rights, or a change application on an existing municipal right. Findings will be summarized for use in the City's project planning and budgeting.

A technical memorandum summarizing the permitting options, supporting analysis, and a recommended strategy for securing legal water for the proposed municipal well system, including discussion of potential mitigation and redundant well implementation will be provided.

C. Exploratory/Test Well

Together with WET's sister drilling company, Wiley Drilling, or another subcontracted drilling company, WET will design and oversee the construction of at least one test well to document the lithology in the tentatively selected supply well location, target the production interval within the alluvial aquifer, and obtain physical samples of sediment from the target interval for laboratory analysis, in support of the well screen design. An additional objective of test well installation is to satisfy requirements for observation wells during the supply well pumping test.

Due to the cobbly sand and gravel aquifer likely present in the selected well location, we anticipate the use of air rotary or ultrasonic drilling methods. Air rotary drilling technology is more readily available in the area and is likely less costly, however, sonic drilling provides a less-disturbed sample of the subsurface lithology, resulting in more efficient interpretation, sample collection, and, therefore, higher quality data for preliminary well screen design, including the most likely required diameter, length, and slot size of the screened interval. WET is providing average drilling costs in the attached cost estimate and will work within the agreed-upon project budget to optimize drilling methods versus costs and obtain the appropriate data for well design.

PHASE 1B**1. CIVIL SCOPE OF SERVICE (TD&H)****A. Project Management, Workshops, and Meetings**

This phase will include time for the project manager to manage all of the consultants during the design phase and for project meetings. This task includes cost estimating, quality assurance (QA) and coordinating a bid set with DEQ approval.

2. HYDROGEOLOGIC SCOPE OF SERVICE (AE2S)**A. Preliminary Design of New Well Building and Pumping System**

Develop preliminary building layouts to a 30% design level of the new well building, including pumping, structural, architectural, electrical, and control systems. Evaluate and provide recommendations for conceptual treatment evaluation based on water quality, which is assumed to be only chlorine treatment. Coordinate well capacity with hydraulic modeling team (TD&H), and review their design criteria for new well pump hydraulic system requirements. Provide recommendations for emergency backup power generation, and electrical service sizing. Provide civil-site layout for inside the fence line, TD&H will develop civil-site and buried piping layouts outside the fence for to connect well to the existing distribution system.

B. Cost Estimating

Develop Capital Improvement Plan level cost estimates for new well building and associated pumping infrastructure. Review Capital Improvement Plan level cost estimates for new well building and associated pumping infrastructure.

C. Floodplain Impacts

Desktop review of the new proposed well building location in regards to existing floodplain mapping. Provide recommendations to mitigate any concerns, including an overview of the permitting requirements that would be anticipated should the new well building be located in a floodplain area.

D. Preliminary Design Report

Develop a brief technical document capturing the 30% level basis of design, with outline of critical DEQ Circular 1 criteria, and supporting drawings and preliminary layouts. Review preliminary technical memorandum with TD&H.

E. Final Design Services

Incorporate final location, well sizing and capacity, building concepts, backup power requirements, and 30% design feedback.

Prepare Final Plans and Technical Specifications for the new well & building including:



- i. Civil (within fence line)
- ii. Process
- iii. Electrical & I&C
- iv. Structural
- v. Architectural
- vi. Mechanical

Prepare DEQ submittal for review. After approvals, prepare bidding documents to be incorporated into TD&H bidding package.

3. SITING, PERMITTING AND TEST WELL SCOPE OF SERVICE (WET)

1. DEQ Design Deliverables

Prior to drilling a new production well, applicant must submit a well design report, including plans and specifications for well construction, and a Source Water Delineation and Assessment Report to the Montana Department of Environmental Quality (DEQ). It is necessary for the agency to review and approve these documents before drilling commences.

Prepare PWS-6 Source Water Assessment Report

WET will prepare a Source Water Delineation and Assessment Report (SWDAR) meeting the requirements of the DEQ Source Water Protection Program. The various components of a SWDAR include delineation of protection zones, an inventory of potential sources of contaminants, and an assessment of susceptibility of the well to contamination. WET has prepared numerous SWDARs for municipalities and other public water systems and is familiar with the approval requirements.

Engineering Report, Plans, and Specifications

WET will prepare an Engineering Report, Plans, and Specifications for DEQ review and approval. The design package will include DEQ Circular requirements, site-specific requirements and constraints, and any special requirements of the City and funding agencies, if any. The Specifications will describe the design and construction methods for drilling and completing a new public water supply well. WET will design the well in accordance with DEQ Circular-1 and Montana Public Works Standard Specifications (MPWSS).

Opinion of Probable Construction Costs

WET will prepare an Opinion of Probable Cost for installation of the new supply well.

Assumptions

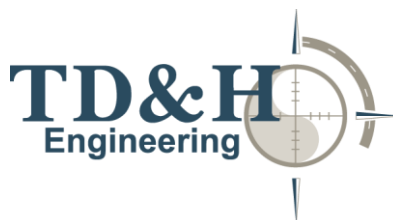
- The design cost does include time for public meetings to support the City with open and transparent communication with all affected by the project.
- TD&H has initiated the research and topographic survey for this project.
- There are no project bidding services associated with this design proposal.
- The design cost does not include fees for DEQ submittal.

- No preliminary Engineering Report for funding.
- Well casing and design is finalized prior to start of final construction.
- Well building is a precast structure, located outside the floodplain, and is a vertical turbine style well pump (150 HP or less).

ATTACHMENTS:

MAP OF POTENTIAL WELL LOCATIONS

234 East Babcock Street
Suite 3
Bozeman, MT 59715



406.586.0277
tdhengineering.com

October 16, 2025

Shannon Holmes, Public Works Director
City of Livingston
330 N. Bennett Street
Livingston, MT 59047

Via email: sholmes@livingstonmontana.org

RE: LIVINGSTON NEW WELL DESIGN SCOPE OF WORK AND FEE PROPOSAL

Dear Shannon,

Thank you for the opportunity to present this proposal to provide engineering services for the project referenced above. TD&H is pleased to provide you with an estimate to design the next critical well for the Livingston water system. The scope of this work includes descriptions of tasks to be completed by TD&H, AE2S, and WET. We anticipate realizing efficiency in design based on our experience in Livingston over the last several years and working on other projects with the proposed subconsultants. Our proposed services are outlined on Exhibit A - Scope and Fee Description.

TD&H proposes to complete the tasks identified in the Scope of Work on a time and materials (T&M) basis. The task-based services fee structure for this project is appropriate based on the nature and scope of this time sensitive project. The design and specifications will meet standards for utility contractors and requirements for DEQ approval (Phase 1b).

The current total construction cost for the proposed project improvements is estimated at \$3,000,000. Generally, engineering design services account for approximately 8-10% of the total construction cost. At this time, TD&H proposes a phased approach to design to initiate siting the new well location and confirming access easements and subsurface conditions prior to estimating fees for preliminary and final design. This approach allows for the site information to be known prior to estimating effort for design.

The estimated fee to complete the services identified in Exhibit A is \$94,872 (hourly).

The breakdown of the proposed design budget is presented in the table below and correlates to the descriptions in the scope of work document Exhibit A.

Schedule of Hourly Fees		
Phase 1A		
Task	Description	Fee
TD&H		
	Topographic, Boundary Survey and Easements	\$12,000
	Project Management	\$15,000
	Subtotal	\$27,000
AE2S		
	Project Management	\$6,900
	Hydrogeologic Assessment	\$3,800
	Subtotal	\$10,700
	Subtotal with 10% markup	\$11,770
WET		
	Siting Study	\$6,688
	Water Right Evaluation	\$7,752
	Exploratory/Test Well	\$36,562
	Subtotal	\$51,002
	Subtotal with 10% markup	\$56,102
	TOTAL	\$94,872
Phase 1B		
TD&H		
	Project Management	
AE2S		
	Preliminary Design	
	Cost Estimating	
	Floodplain Analysis	
	Preliminary Design Report	
	Final Design Services	
WET		
	DEQ Design Deliverables	
	TOTAL	TBD

At this time, our fee proposal excludes providing additional services outside of those specifically noted on Exhibit A. We have not included any involvement during construction (bidding, construction staking, inspection, testing, submittal reviews, construction RFI responses, etc.).

We have the capability of performing all the construction administration services and can provide you with a separate proposal outlining our fee to complete the needed tasks at your request.



ACCEPTANCE

If you wish to modify this scope of work, please contact us at your earliest convenience to discuss how we can best meet your needs. If you find this proposal acceptable, please notify us in writing and we can begin to schedule the work. We would be happy to execute a general services agreement for the design of this project as well.

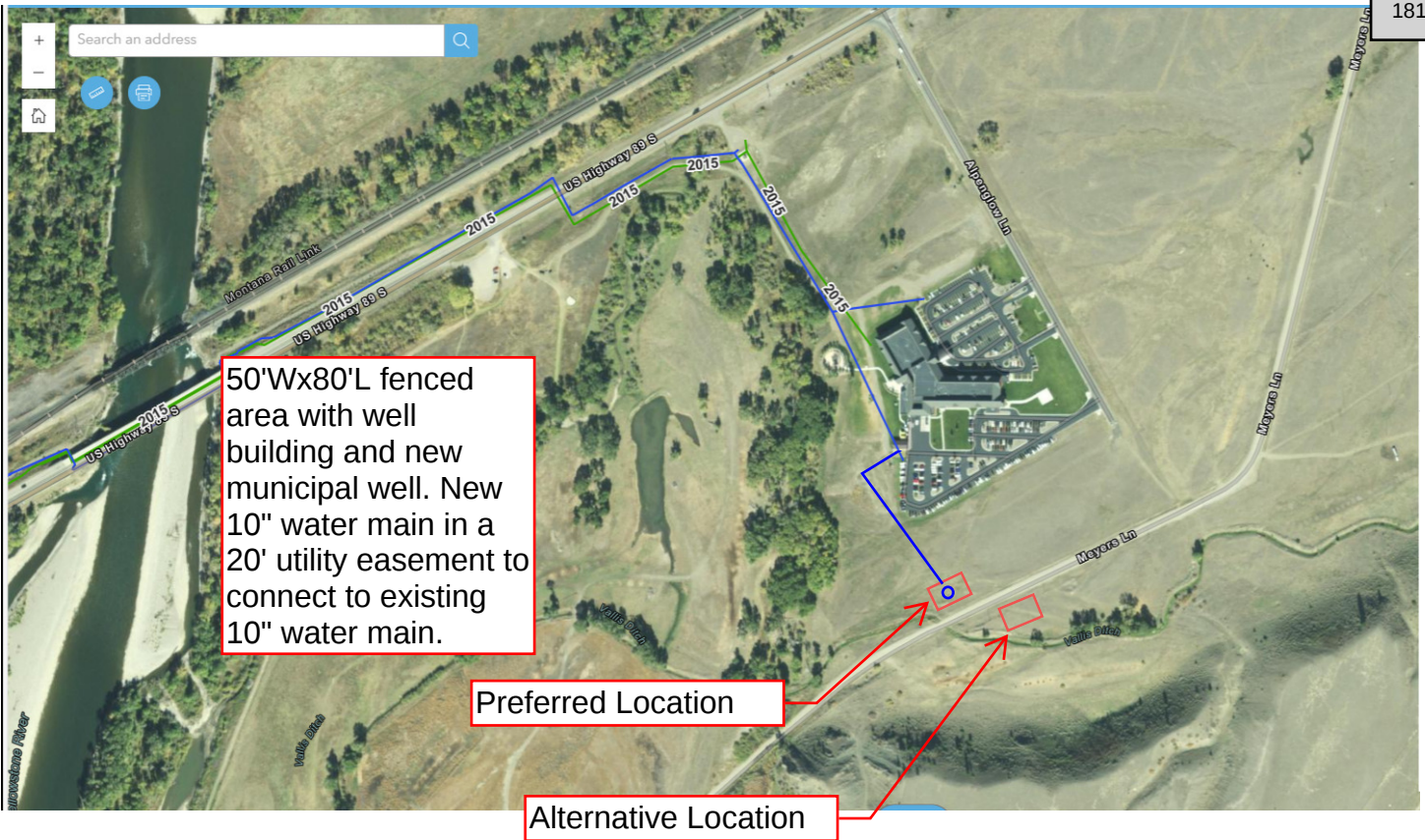
Thank you for the opportunity to submit this proposal. We appreciate your confidence in our firm, and we look forward to working with you on this project.

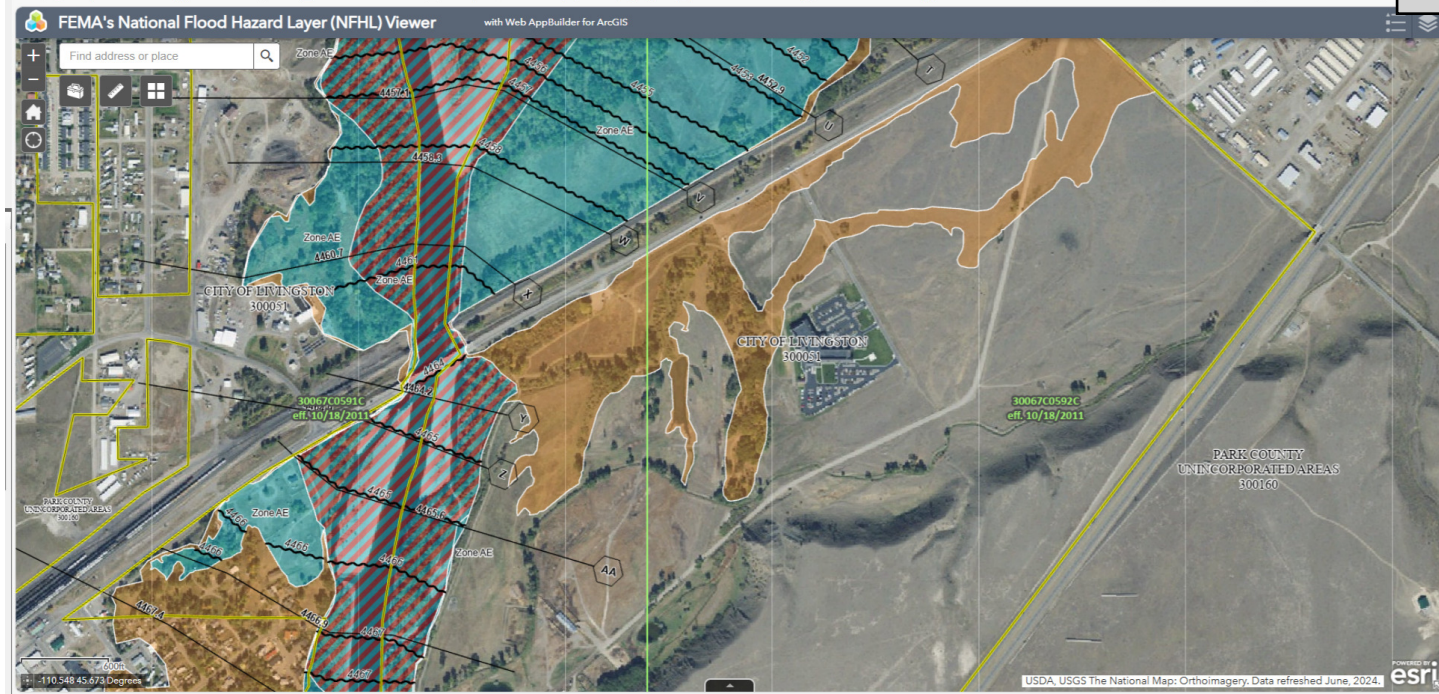
Sincerely,

Matt McGee PE
Project Manager
TD&H ENGINEERING

J:\2023\B23-114 City of Livingston On-call Engineering SERVICES\00 GENERAL\03_PROJECT MANAGEMENT\PROPOSALS\NEW WELL\PROPOSAL\CITY OF LIVINGSTON NEW WELL DESIGN PROPOSAL LETTER.DOC







PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2025, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 330 Bennett Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and THOMAS, DEAN & HOSKINS, INC., a Montana corporation with its principal office located at 1800 River Drive North, Great Falls, Montana 59401 (hereinafter referred to as the “Engineer”; and together with the City, the “Parties”).

RECITALS:

- A. The City desires to complete the project commonly known as the Municipal Well #7 Project (the “Project”), which Project requires certain Civil Engineering Consultant services to be performed in connection therewith.
- B. In 2023, the City advertised for Professional Engineering Services using Montana quality-based consultant selection procedures, selected TD&H Engineering, and entered into a Professional Services Agreement (the “November 2023 Agreement”) whereby the Engineer agreed to perform Miscellaneous and Tasked Based services for the City.
- C. The City now desires to engage Engineer to perform such Task Based professional engineering services in the form of survey and preliminary design for the Municipal Well #7 Project and the Engineer desires to perform the services, all according to the terms and conditions set forth below.
- D. The Engineer is engaged in the business of professional engineering, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform Survey and Preliminary Design for the Project and is ready, willing and able to undertake and perform the same under the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions contained herein, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.

2. PURPOSE AND SCOPE OF SERVICES. City agrees to retain Engineer to perform all services and comply with all obligations specified or indicated in **Exhibit A**, which is attached hereto and incorporated herein as if fully set forth in this Paragraph 2, and as set forth and described in the Standard General Conditions of the General Services Agreement the City entered into. (the services described in this Paragraph 2 shall be collectively referred to hereinafter as the “Services”).
3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Engineer agrees that all hiring will be on the basis of merit and qualifications and that the Engineer will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
4. NATURE OF RELATIONSHIP.
 - a. The Engineer states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Engineer shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Engineer has been and will continue to be free from the control or direction of the City in the performance of this Agreement.
 - b. Engineer shall not be considered an employee of the City for purposes of tax, retirement system, or social security, FICA withholding, or for any other purpose. Engineers are not subject to the terms and provisions of the City’s personnel policies and may not be considered a City employee for workers’ compensation or any other purpose.
 - c. The Engineer shall not be deemed, by virtue of this Agreement, nor the performance thereof, to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
 - d. The Engineer, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned

persons have the authority to legally bind or otherwise obligate the City to any third person or entity.

- e. Engineer shall furnish all labor, materials, supplies and incidentals necessary to conduct and complete the Services.

5. ENGINEER'S REPRESENTATIONS AND WARRANTIES. The Engineer represents and warrants as follows:

- a. It and its employees are licensed by the State of Montana as engineers and agree to perform the Services in a professional manner according to the standards of care, skill, knowledge, and diligence, normally exercised by a professional engineer and in accordance with sound engineering and construction management practices. In the event any service is found to be out of conformance with the foregoing standards, the Engineer, at its own expense, shall make such changes, modifications or additions as are necessary to remedy the deficiency.
- b. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
- c. It will comply with all applicable laws, rules, ordinances, and regulations, adopted or promulgated by any governmental agency or regulatory body, whether State, federal or local, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for itself or for any employees engaged by the Engineer in performance of this Agreement.
- d. It will comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71 of the Montana Code Annotated, and the Occupational Disease Act of Montana, Title 39, Chapter 71 of the Montana Code Annotated, and shall maintain workers' compensation coverage for all members and employees of the Engineer, except for those members who are exempted by law. Engineer shall furnish copies showing proof of workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana or proof of exemption from workers' compensation granted by law for independent

contractors, including subcontractors. Proofs of coverage are collectively attached to this Agreement as **Exhibit B**.

- e. It has reviewed the project and contract documents related to the Project and this Agreement and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City, or its officers, employees, or agents.

6. PAYMENT.

- a. For the satisfactory completion of the Services, the City will pay the Engineer a sum not to exceed ninety-four thousand eight hundred and Seventy-two dollars (\$94,872.00). Each specific service the Engineer provides under this Agreement, and the maximum amount the City will pay the Engineer for each, is set forth in Exhibit A.
- b. The Engineer may submit monthly requests for payment based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed.
- c. In connection with obtaining payment under this Agreement, Engineer agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Engineer assumes responsibility for the late filing of a claim.
- d. In the event the Engineer seeks payment or compensation for work, materials, or services not included in this Agreement, and the exhibits hereto, the Engineer must seek prior written authorization from the City before such expenditure is incurred. If the Engineer fails to obtain prior written authorization, the Engineer shall not be entitled to payment for the unauthorized work, materials or services.

- 7. TERMINATION OF THIS AGREEMENT. The City reserves the right to terminate this Agreement for any and all causes, or for its convenience, at any time upon fifteen (15) days written notice to the Engineer. If termination is effected by the City for default, an equitable adjustment in the fee shall be made, but no amount shall be allowed for anticipated profit or unperformed services. If termination is effected by the City for reasons

of convenience, an equitable adjustment in the fee shall be made, including reasonable profit. The equitable adjustment for any termination shall provide for payment to the Engineer for services rendered and expenses incurred prior to the termination. Upon termination, the Engineer will cease work and deliver to the City all data, design drawings, specifications, reports, estimates, summaries, and such other information and material accumulated by the Engineer in performing this Agreement whether completed or in progress.

8. OWNERSHIP AND PUBLICATION OF MATERIALS. All documents, design drawings, data, specifications, reports, estimates, and such other information and material accumulated or prepared as a result of this Agreement are the property of the City, and the City shall have exclusive and unrestricted authority to release, publish, or otherwise use, in whole or in part, information relating thereto. Any use without written verification or adaptation by the Engineer for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

9. INDEMNIFICATION AND HOLD HARMLESS. The Engineer waives any and all claims and recourse against the City, its officers, agents or employees, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the Engineer's performance of this Agreement, except for liability arising out of concurrent or sole negligence of the City or its officers, agents or employees. Further, the Engineer will indemnify, hold harmless, and defend the City, its officers, employees and agents against any and all claims, demands, damages, costs, expenses or liability arising out of the Engineer's performance of this Agreement, except for liability arising out of the concurrent or sole negligence of the City or its officers, agents or employees.

10. INSURANCE. The Engineer will carry a general liability insurance and professional errors and omissions insurance during the term of this Agreement in an amount of not less than One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) per occurrence, and Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) per claim. Copies of certificates of insurance, suitable to the City, shall be filed with the City and are attached hereto and incorporated herein as Exhibit C. The engineer shall make the City an additional, named insured on its policy for this project, and will provide proof thereof prior to providing services under this agreement. Engineer shall also maintain workers' compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.

11. CONFLICT OF INTEREST. The Engineer covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of the Services. The Engineer further covenants that, in performing this Agreement, it will employ no person who has any such interest.
12. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
13. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
14. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
15. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Project and supersedes all prior agreements and understandings between the Parties with respect to the Project.
16. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
17. TIME IS OF THE ESSENCE. The Municipal Well #7 Project Phase 1A work will be completed by April 30, 2026 unless any unforeseen circumstances arise.

18. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
19. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of an third party. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the Engineer from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.
20. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
21. LIAISON. The designated liaisons with the City are Shannon Holmes and Adam Ballew, both of whom can be reached at (406) 222-5667. The Engineer's liaison is Matt McGee, who can be reached at (406) 586-0277.
22. ATTORNEY FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.
23. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in Livingston, Montana, the day and year first aforementioned herein.

CITY OF LIVINGSTON

**THOMAS, DEAN & HOSKINS, INC.,
a Montana corporation**

Grant Gager

Name: _____

Its: _____

[Exhibit A]

[Scope of Services]

[Exhibit B]
[Work Comp Insurance]

[Exhibit C]

[Other Certificates of Insurance]

Project Name	East Side Well	Scheduled Start	2026
Department/Division	Water & Sewer	Scheduled Completion	2026
Requestor	Public Works	Departmental Priority	I
Account Number	5210-502-430520-960	Departmental Ranking	1

Project Description and Location:

An additional public water supply well is necessary to keep up with the increased water demand in Livingston as the City grows. The new public well will be located on the east side of Livingston near the hospital. Costs include design, DEQ testing and inspections, well construction, backup generator, and assumed short connection into the water main near the Livingston Hospital. FY-26 Engineering and Permitting FY-27 Construction FY28 connection to water distribution system

Project Justification and Relationship to City Goals and Master Plans:

City of Livingston Organizational Goal #3 – Infrastructure: Build and maintain infrastructure now and into the future in a strategic and responsible manner that promotes and sustains existing neighborhoods and accommodates growth.

A new well is necessary to sustain added water demands from Livingston's growth and to accommodate additional growth. This will also guarantee the hospital will have a water supply in any situation.

Project Costs/Year	2026	2027	2028	2029	2030	Total
Design, Water Rights	\$200,000					\$200,000
Construction		\$2,700,000	\$120,000			\$2,820,000
Total:	\$200,000	\$2,700,000	\$120,000			\$3,020,000

Funding Sources (please list)

Water Operating	\$100,000		\$120,000			\$220,000
Water Impact Fees	\$100,000					\$100,000
SRF		\$2,700,000				\$2,700,000
Total:	\$200,000	\$1,700,000	\$120,000			\$3,020,000

Operating Budget Impact:

Regular DEQ water testing, visual and mechanical inspections, chlorine supply, and regular maintenance

Departmental Priority	Departmental Ranking
Priority I: Imperative (must do)	1. Critical
Priority II: Essential (should do)	2. Important
Priority III: Important (could do)	3. Important but could wait
Priority IV: Desirable (other year)	

File Attachments for Item:

**A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA,
DECLARING OCTOBER 21, 2025 AS CUB SCOUT DAY IN LIVINGSTON, MONTANA**



Proclamation
of the Livingston City Commission
Declaring October 21, 2025,
Cub Scout Day in the City of Livingston

WHEREAS, Cub Scouts was founded in the United States on April 1, 1930, as a program designed to prepare young people to make ethical and moral choices over their lifetimes, guided by the values of the Scout Oath and Law; and

WHEREAS, the Boy Scouts of America (now Scouting America) was established by William D. Boyce on February 8, 1910, with the mission of empowering future leaders by teaching the principles of responsibility, citizenship, and service; and

WHEREAS, Cub Scout Pack 552 in Livingston was created in June 1971 and has played a vital role in helping young people in our community develop skills, leadership abilities, and a sense of civic duty; and

WHEREAS, the Cub Scouts follow the motto "Do Your Best," encouraging perseverance, personal responsibility, and a commitment to excellence in all aspects of their lives; and

WHEREAS, Cub Scouts in Livingston contribute significantly to our community through service projects, teamwork, and leadership development, fostering a brighter future for all;

NOW, THEREFORE, BE IT RESOLVED, on behalf of the Livingston City Commission, I, Quentin Schwarz, Chair, do hereby proclaim October 21, 2025, to be:

**CUB SCOUT DAY IN
 LIVINGSTON, MONTANA.**

Quentin Schwarz, Chair
Livingston City Commission

Emily Hutchinson,
City Clerk

File Attachments for Item:

**B. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA,
DECLARING OCTOBER 23, 2025 AS NATIONAL PARALEGAL DAY IN LIVINGSTON, MONTANA**



Proclamation

Of the Livingston City Commission

Declaring October 23, 2025, as National Paralegal Day
in Livingston, Montana

WHEREAS, paralegals are indispensable members of the legal profession, providing essential support to attorneys and the justice system through their skill in conducting complex legal research, drafting and organizing pleadings and other legal documents, preparing trial materials, and ensuring that the many moving parts of the legal process run smoothly and efficiently; and

WHEREAS, the City of Livingston's dedicated Paralegal, a full-time professional serving within the City's legal division, demonstrates exceptional skill and commitment in managing legal research, trial preparation, witness interviews, and restitution processes, while also coordinating schedules and communications for the City Prosecutor, defendants, victims, and community members; and

WHEREAS, this role, though often performed behind the scenes, serves as a vital link in the City's legal operations, ensuring accuracy, consistency, and fairness in the administration of justice, and directly contributing to the safety, trust, and well-being of the Livingston community; and

WHEREAS, National Paralegal Day offers an opportunity to recognize and celebrate the hard work, dedication, and professionalism of the City's Paralegal, whose efforts embody the integrity and excellence of public service;

NOW, THEREFORE, BE IT RESOLVED, on behalf of the Livingston City Commission, I, Quentin Schwarz, Chair, do hereby proclaim October 23, 2025, to be National Paralegal Day in Livingston, Montana.

Further, I encourage our community and City employees to recognize the important contributions of our City Paralegal. Her dedication and hard work ensure the smooth operation of our legal system, supporting justice and safety for all!

Signed this__ day of October, 2025

Quentin Schwarz, Chair
Livingston City Commission

Emily Hutchinson
City Clerk

Livingston, Montana

File Attachments for Item:

A. RESOLUTION 5178: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$33,689 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$1,034



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: October 7, 2025
TO: Chair Schwarz and City Commissioners
FROM: Paige Fetterhoff
RE: Staff Report for Resolution 5178

Recommendation and Summary

Staff is recommending the Commission approve Resolution 5178 amending the budget for the Fiscal Year Ended June 30, 2025.

"I move to approve Resolution Number 5178 and authorize the Chair to sign the resolution."

Introduction and History

The Commission approved the City Manager's budget for fiscal year 2024-2025 via resolution no. 5136 on July 16th, 2024. Since the approval of the budget, certain expenditures occurred that were not included in the original budget. The reasons for these additional expenditures are provided below:

Analysis

During the fiscal year expenditures arose that were not included in the original approved budget. When presenting a budget to approve it can be difficult to determine all the needs of the City for an entire year. Circumstances arise that require expenditures be made that cannot always be anticipated during the creation of the budget. When increasing appropriations, the source of funds must be identified as Fund Reserves, Unanticipated Revenues, or Unbudgeted Revenues. These expenditures were anticipated along with offsetting revenue however, the approximate dollar amounts and timing of the expenditures were unknown to staff.



<u>Fund</u>	<u>Amount</u>	<u>Reason</u>
Comprehensive Liability	\$22,306	This fund was originally created to account for the cost of the City's liability insurance. Beginning in FY 2021 the City began to account for the cost of liability insurance within individual funds. This transfer is to eliminate the balance in fund 2190.
Revolving Loan Fund	\$8,128	Park Local Development administers the revolving loan fund for the City. As payment for administering these funds they receive the greater of \$14,000 or 18% of principal and interest collected on loans and investment interest earnings. Increased activity and higher investment interest resulted in administrative fees greater than budgeted.
Business Improvement District	\$1,715	Revenue collected in this fund is paid to the BID twice each year based on the cash balance in the fund. Late property tax payments can create a timing issue for the collection of revenue that can result in a difference between taxes billed and tax collection. When this happens, cash distributions can vary from budgeted amounts.
SID 181	\$506	Estimates for debt services provided by DNRC varied from final payment amounts.
Perpetual Cemetery	\$1,034	Interest earnings in the Perpetual Cemetery Fund are transferred at the end of each year to the General Fund. These earnings were higher than budgeted due to favorable interest rates during the fiscal year.

Fiscal Impact

Revenue adjustments in the amount of \$1,801 and appropriation adjustments of \$244,092 will be reflected in the final budget for FY 24-25.

Strategic Alignment

The budget provides funding for the operational and policy priorities of the City.

Attachments

- Resolution 5178

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$33,689 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$1,034.

WHEREAS, by Resolution No. 5136 the City of Livingston adopted its budget for Fiscal Year 2024-2025 (FY 24-25); and

WHEREAS, Mont. Code Ann. §§ 7-6-4006(4), 7-6-4031(2) and 7-6-4006(3) provide that the budget may be amended by conducting a public hearing thereon; and

WHEREAS, any proposed budget amendment which provides for additional appropriations must identify the fund reserves, unanticipated revenue or previously unbudgeted revenue that will fund the appropriations; and

WHEREAS, the budget for FY 24-25 requires a budget amendment by making appropriation adjustments in the amount of \$33,689 and revenue adjustments in the amount of \$1,034 as specified herein.

NOW, THEREFORE, be it resolved by the City Commission of the City of Livingston, Montana, that the budget for Fiscal year 2024-2025 is amended as follows:

Revenue Estimate Adjustments

Fund	Description/Purpose	Account	Amount
Perpetual Cemetery	Interest Earnings	8010-371010	1,034
TOTAL			\$ 1,034

Appropriation Adjustments

Fund	Description/Purpose	Account	Amount	Fund Reserves	Unanticipated Revenues	Unbudgeted Revenues
Comprehensive Liability	Close Fund	2190-460-521000-821	22,306	X		
Revolving Loan Fund	Administrative Fees	2397-400-470320-411	8,128	X		
Business Improvement District	Professional Services	2650-400-470100-350	1,715	X		
SID 181	Principal	3600-470-490300-610	48	X		
	Interest	3600-470-490300-620	458	X		
Perpetual Cemetery	Transfer to General Fund	8010-400-521000-822	1,034		X	
TOTAL			\$ 33,689			

Dated this 21st day of October, 2025.

QUENTIN SCHWARZ - Chairperson

ATTEST:

APPROVED AS TO FORM:

EMILY HUTCHINGSON
Clerk

JON HESSE
City Attorney

Resolution No. 5178

Amending the budget for Fiscal Year 2024-2025 by making appropriation adjustments in the amount of \$33,689 and revenue adjustments in the amount of \$1,034.

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File Attachments for Item:

B. UPDATE REGARDING MOBILE CRISIS RESPONSE TEAM



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: October 21, 2025
TO: Chair Schwarz and City Commissioners
FROM: Grant Gager, City Manager
RE: Staff Report for Update On Mobile Crisis Response Team

Recommendation and Summary

Staff is providing an update to the City Commission on the Mobile Crisis Response Team. As such, no motion is requested or required though feedback and direction from the Commission is appreciated.

The reasons for the update are as follows:

- The City Commission has previously directed the City Manager to work with partners to launch a mobile crisis response team and approved agreements to do so.
- The City has begun in-person mobile crisis response team operations.

Introduction and History

On January 30, 2024, the Livingston City Commission held a joint meeting with the Park County Commission regarding the joint funding of a mobile crisis response team. At that meeting, both Commissions acknowledged the importance of the work and committed to fund the program. Since that time, the City and County have worked to identify state and local funding for the program. In addition, the two entities have worked to determine the operational structure and practices of the program. Recently, the City has begun to deliver in-person mobile crisis response services to the community. Soon, the team expects to make mobile tele-health services available to the community.

Analysis

The City of Livingston's Program Manager will present an update to the Commission on the program.

Fiscal Impact

There is no fiscal impact arising from this update.

Strategic Alignment



The program aligns with the guidance of the Livingston City Commission provided on January 30, 2024.

Attachments

None

File Attachments for Item:

C. UPDATE FROM PUBLIC WORKS DEPARTMENT'S WATER AND SEWER DIVISIONS



DATE: October 21, 2025
TO: Chair Schwarz and City Commissioners
FROM: Grant Gager, City Manager
RE: Staff Report for Update Regarding Water and Sewer Projects

Recommendation and Summary

Staff is providing an update to the City Commission on the operations of the Public Works Department's Water and Sewer Divisions. As such, no motion is requested or required though feedback and direction from the Commission is appreciated.

The reason for the update is as follows:

- The City of Livingston Water and Sewer Divisions are completing several large capital improvement projects in the City.

Introduction and History

The City's water and sewer systems are managed by the City's Public Works Department. This construction season, the Department has overseen several large construction projects in the City including the downtown improvement and inflow & infiltration reduction projects.

Analysis

The City of Livingston's water and sewer teams will present an update to the Commission on the projects.

Fiscal Impact

There is no fiscal impact arising from this update.

Strategic Alignment

Maintaining a state of good repair for City infrastructure is critical to serving the community.

Attachments

None