

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
- 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 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
- 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
 - B. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING OCTOBER 5-11 2025 AS CODE ENFORCEMENT APPREICATION WEEK IN LIVINGSTON, MONTANA. PG.128
- 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



APPRPRIATION ADJUSTMENTS IN THE AMOUNT OF \$33,689 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$1,034. PG.130

- **B. UPDATE ON WATER RECLAMATION FACILITY REPAIRS PG.135**
- C. CITY MANAGER UPDATE ON GROWTH POLICY IMPLEMENTATION PG.137
- 8. City Manager Comment
- 9. City Commission Comments
- 10. Adjournment

Calendar of Events

Supplemental Material

Notice

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 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 SEPTEMBER 16, 2025, REGULAR MEETING



Livingston City Commission Agenda

September 16, 2025

5:30 PM

City - County Complex, Community Room

Join Zoom Meeting

https://us02web.zoom.us/j/88068182839?pwd=CQRm2CARdwFLQkLRHbf8kCl2c8jimH.1

Meeting ID: 880 6818 2839

Passcode: 023522

1. Call to Order

5:33 PM Chair Schwarz called the meeting to order

2. Roll Call

- Chair Schwarz
- Vice Chair Nootz
- Commissioner Kahle
- Commissioner Willich

City Staff Present

- City Manager Grant Gager
- Policy Analyst Greg Anthony
- Chief of Police Wayne Hard
- Water Superintendent Ryan Townsend
- Public Works Director Shannon Holmes
- Project Manager Adam Balew

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 Feigel expressed willingness to work with the City and stated there are members of the community that don't understand how meetings work and how to address the Commission. She stated there is a petition going around about the Parks Master Plan survey deadline.
- Jay Keifer expressed concern about records requests and would like the Commission to stated what the Consent Items are that they vote on. He expressed concern about expenses.
- Lindie Gibson expressed that the bulb outs were a bad idea, she noticed the skate park was left out of the survey and would like to see a sign there, she doesn't like the idea of a bike path. She would like to see Livingston stay the way it is and stop improvements.
- Tom Kits asked about the noise ordinance and wondered why LPD doesn't have noise meters.
- Josh Congleton asked about the purpose of proclamations and impact of them. He wishes some of the Commission would have been at the Town Hall meeting. He questioned fees/rates for Wellness Center. He asked why the City is pushing the bulb outs.
- Phalle Colvin expressed concern about all the changes happening in Livingston and wondered about who pays for parks.
- Linda Maher expressed concern about the Parks Master Plan and would like to know more about it. She would like more time for the survey.
- Ginger expressed really liking Livingston the way it is and the kindness she receives here.
- Bob expressed not liking the bulb outs and would like the community to have more say in the Parks Master Plan.
- Patricia Grabow stated she thought the Town Hall meeting was really good.
- Rebecca Bird thanked the City Commission for their last meeting and discussion about the Wellness Center and the rail crossing. She expressed the importance of the Wellness Center for aging adults, and wants everyone to know it's a health generator.
- Jackie Feigel expressed that it is important to fix the sidewalks in residential areas.
- Katie Weaver expressed appreciation for the City Managers Newsletter and was also happy to have a response from Planning Director Severson.

Chair Schwarz asked about the records request Jay was referring to.

The City Manager stated he recalls the request and there were not records to provide and staff member was going to follow up with him, and he will check into this. He also stated that invoices are part of records that can be requested.

Vice Chair Nootz asked for clarification on the difference between consent items and action items.

The City Manager stated MCA states that the City Manager is responsible for setting the agenda for City Commission meetings, so the items more routine in nature and expect to get a unanimous vote for are placed on the Consent agenda, but reminded that Commissioners are empowered to question or remove any items from the Consent agenda.

Vice Chair Noot recalled that the Commission requested that items more administrative go on the Consent agenda.

The City Manager stated that LPD does have appropriate devices for noise readings, but will double check to make sure.

The City Manager stated the value of proclamations has been hashed out in a previous meeting and is on the website. He stated the proclamations related to employees are on the agenda because they work very hard and deserve the recognition and he will keep adding them to the agenda unless he is told otherwise.

Commissioner Kahle expressed that they do enjoy the ability to recognize City staff for what they do.

Vice Chair Nootz stated under this administration the current City Manager does make the effort to recognize staff publicly and she really appreciates that.

The City Manager talked about the brick structure in Bozeman Park and stated it is a historical marker. In regards to the Town Hall he was not invited to the Town Hall, nor were the City Commissioners. Several members of the public walked into City Hall looking for an agenda, and at that time is when he decided it was time to communicate with the public and let them know it was not a City sponsored event. Under MCA we did not have the ability for the City Commission to attend. He stated as City Manager it is disrespectful to go into a space where he has not been invited especially a space where community members are having a conversation about the City. He respects people's ability to congregate and to have conversations about the City without him present out of respect. He is always happy to attend an event when invited.

Vice Chair Nootz asked for an explanation on the temporary installation downtown.

The City Manager stated bulb outs were something brought up in the Parks Master Plan in late 2023 and early 2024, and they had over 600 participants in the downtown master plan process. They had surveys and focus groups and design cheret. The input received from the community during that process was distilled into the Downtown Master Plan. Bulb outs were one of many factors that were included in the Downtown Master Plan as items that the community wished to see. He stated that he and staff are action oriented and worked to identify several improvements form the Downtown Master Plan as well as the Trails and Active Transportation Plan, and implement them into a pilot project. He reminded that this round of feedback is not the first feedback they have received on the Parks Master Plan, and that the concepts presented to the public this round were base don the feedback received in the original surveys.

Commissioner Kahle reminded this is still in the draft process, so the final concepts have not gone out yet.

Vice Chair Nootz asked how folks can communicate their survey to City Hall.

The City Manager stated they can use PublicComment@LivingstonMontana.org or CityManager@LivingstonMontana.org or can be submitted on the website in the Contact Us link, or folks are welcome to stop in at City Hall.

Chair Schwarz expressed the bulb outs are not the greatest roll out, but he would like to see it done how it is at Callendar and 3rd and remain permanent.

The City Manager answered a commenters question about who pays for parks, and he stated the general fund is the primary funding source for parks. He stated about 14 months ago we started receiving public comment and public input on the Parks Master Plan and how the community would like to see the park's function, and current concepts are based on that. He clarified that sidewalks in residential areas are the responsibility of the property owners, and that is established in LMC.

Chair Schwarz asked what does someone do if they do have issue with sidewalks on somebody's property.

The City Manager stated they should notify the City so it can be inspected.

Vice Chair Nootz asked how much more time is there for the survey.

The City Manager stated it is intended to be closed at the end of the week. He stated folks can email him comments, or there are printed copies at City Hall.

4. Consent Items

- A. APPROVAL OF MINUTES FROM SEPTEMBER 02, 2025, REGULAR MEETING
- B. APPROVAL OF CLAIMS PAID 8/28/25 9/10/25
- C. JUDGES MONTHLY REPORT JULY 2025
- D. LETTER OF SUPPORT PERTAINING TO NATIONAL HISTORIC REGISTER CORRECTION
- E. APPROVAL OF AMENDED AGREEMENT 20144 WITH DISCOVERY VISTA LLC
- F. CONSIDERATION OF OPEN CONTAINER SPECIAL EXCEPTION REQUEST FOR DONKEY DAYS EVENT ON SEPTEMBER 28, 2025

Commissioner Willich motioned to approved Consent Items A-F, seconded by Commissioner Kahle. Unanimously approved.

5. Proclamations

A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING SEPTEMBER 16, 2025 AS IT PROFESSIONALS DAY IN LIVINGSTON, MONTANA.

Chair Schwarz read the proclamation.

The City Manager thanked the IT team for their hard work to keep things running.

6. Scheduled Public Comment

A. COMMUNITY CLOSET INC. UPDATE ON ARPA GRANT-FUNDED PROJECT

Karen Cooper gave a brief presentation.

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

7. Action Items

A. APPROVAL OF PRELIMINARY ENGINEERING REPORT FOR REGIONAL WATER PROJECT

The City Manager stated this item is the acceptance and review of the regional water projects preliminary engineering report. This report covers and area in the Northeastern corner of the City, primarily composed of Montague and Green Acres Subdivisions. The report helps to satisfy the requirement in MCA that a city may develop a plan to deliver services within 5 years of annexation. The report has been discussed with community members in the affected neighborhoods over the course of 5 different meetings. The project was mostly funded by a Montana Coal Endowment Program Grant. The report with be presented by Nicole from TD&H Engineering.

Nicole from TD&H gave a brief presentation.

Vice Chair Nootz asked about valving and the relationship between Green Acres water and the demands for the Wellness Center. She wondered if the Wellness Center infrastructure is tied to the Green Acres community.

Water Superintendent Ryan Townsend stated yes, currently where Green Acres is being fed from under the Wellness Center. He reminded of a water shut off they did to put in valves in the area that affected around 100 homes.

Vice Chair Nootz asked if every time the Wellness Center has issues that all of Green Acres will have to be shut off.

Public Director Holmes stated they are working on the Bennett Street water loop with BN, and he feels once this is done it will solve a lot of water issue between the Wellness Center and Green Acres. He stated the Commission has voted on the engineering, but it has not gone to bid for the project. They do have DEQ approval and it is in this year's budget.

The City Manager clarified that Green Acres is a private system that was constructed in 1959 and sits at the end of the system away from the wells and reservoirs.

Public Works Director Holmes stated they have no records to show how it was put in, but they do know there is asbestos cement pipe out there.

Vice Chair Nootz asked who pays for what in these kinds of projects.

The City Manager stated typically in a new development the cost of infrastructure is paid by the developer. In this situation when Green Acres and Montague were created, no public water was installed because they were outside of City limits. This area, in many ways, is a new development within the City by virtue of the annexation. The cost of development in those situation falls to the developer and ultimately the property owners.

Vice Chair Nootz asked about cost offsetting.

The City Manager stated that the presentation included several funding sources, and in his years of working in government show that large infusions of money from grants or things similar come every few years, and our last large sum came about 4 years ago, so he thinks it's possible to get more grant funding soon. He stated if this is approved the next step for staff is to identify funding for the construction of the project.

Vice Chair Nootz asked about timeline.

The City Manager stated it is impossible to imagine that this project would go to construction before the summer of 2027, and very likely it would be after that unless they find a lot of funding.

Vice Chair Nootz asked about the roads being put back to same or better condition.

The City Manager stated they have done some road improvements in Green Acres recently and as a result of a community meeting where there heard some comments. The cost estimate that was provided this evening is for the water work, so curb and sidewalks that don't currently exist would come as an additional and separate cost.

Vice Chair Nootz asked about the abandoned main.

Water Superintendent Townsend stated that the 10-inch water main was put in the area of the rear garages of Brookstone, and part of the problem is they do not have any plans or drawings for that area and because it's asbestos cement there is no way to locate it. The engineering plans for the development were going off of our best guess, which was off of the County's best guess.

Vice Chair Nootz asked if this City just doesn't have records for this because it wasn't in the City at the time. She also wondered if we typically do have to location maps for mains and things like that.

Public Works Director Holmes stated anything in the City we find the records, but because this was in the County none of the plats had any sort of dedicated water main easement.

Vice Chair Nootz asked if this will come before them again for rights-of-way and easements.

The City Manager stated no, because they are going to place the new main in the City's existing right-of way.

Water Superintendent Townsend stated in Brookstone development where it 90's to Maple is where they will be connecting the two mains.

Vice Chair Nootz asked how assessments compare to sewer project.

The Manager stated they are very similar. They are larger because it is a larger project. The Regional Sewer project was about \$4 million and this one is about 50% larger. That is why the City has a heavy focus on finding external grant and loan funding.

Vice Chair Nootz asked about who decides what affordable is for folks that live out there.

The City Manager stated the City Commission is responsible for creating a special improvement district, so the project cannot move forward without City Commission approval. It is staff's responsibility to create a funding plan for any project going to the Commission and for this project they would do so in consultation with the residents of the affected neighborhood.

Commissioner Kahle asked if there is another timeline in place to start construction by a certain date.

The City Manager stated there is no statutory requirement to begin construction. When a project is fully designed and engineered and has DEQ approval to proceed, that approval is valid for 3 years. We are not precluded from seeking reapproval for another 3 years, but that is the only other clock that he is aware of.

Commissioner Kahle asked if all this work being done to Green Acres is because the Wellness Center is going in.

Public Works Director Holmes stated that decision was made when the Commission annexed this area. He stated that the Bennett Street water loop was in our Water PER back in 2015. It's been a project that would benefit everyone in that area.

The City Manager stated the shutdown that occurred related to the Wellness Center would have occurred for any other large development along the Bennett Street main.

Vice Chair Nootz clarified that that ultimately this is a function of a development that happened in the County, and if this had originally been built in City limits a lot of these safeguards would have been put in place.

Public Works Director Holmes stated yes, safeguards would have been put in place. Their goal is to not have more than 1 block of homes being out of water in any water main situation.

Public comment was offered by:

- Jane Gardner proposed a change to the draft PER and would like to stay on wells.
- Josh Congleton wondered if the City knew about all these projects before the annexation
 of this area. Does the Wellness Center get gain from the payments made from Green
 Acres. He aske about new development and their payments.
- Tracy Pelock stated she lives at the very end on Willow and heard she may have to pay more than other because there is not much there to work with system wise.

The City Manager stated the decision to stay on wells a question for the Commission if they would allow this. He stated at the time of annexation he was not an employee of the City, so he is not certain if it was known that these projects would being coming to the area. The Wellness Center falls outside of the project area, so is not be responsible for impacts in that area. He stated it is much to early to determine a cost per month on this project because we do not know the level on grant funding that will be received. He stated that placement on the line is not one of the 6 approved assessment methodologies in MCA.

Commissioner Willich noticed a lot of existing wells on the map and wondered if there a method from the state to allow pre-existing wells to be used for a period of time after annexation to save up for cost of connect to City water. He wondered about a 20-year plan or well testing requirements.

The City Manager stated it is the policy of the City in LMC that residential and commercial users receive their drinking water from the system.

Chair Schwarz expressed doing that for one or few people really open's it up for everybody else in town to be able to do something like drill a well for domestic water.

Commissioner Kahle expressed understanding that these are big bills. She recognizes that approving this preliminary report is something they have to do per state statute. She understands that they have a huge responsibility to find funding and a lot of it. She wants to be able to look to see if there are other options for residents for funding from organizations that help with that.

The City Manager stated that grant funding often comes with requirements to hook up to the system as it did with the regional sewer project. It is difficult to exempt people from the social connection.

Vice Chair Nootz answered the question about if they knew all of the things at the time this was annexed. She stated there was some known things, and some surprises, event to staff who are experts at this work. She expressed there were some things communicated clearly from the beginning, and also things that could have been communicated more clearly. She is glad to see that many things have improved in the process with Green Acres over the years. She understands there is more trust to be built, and doesn't blame folks for being nervous about what is to come. She expressed agreement with Commissioner Kahle about the importance of acquiring funding to support members of the community. She stated she would be willing to go to a public meeting with staff again because it can be helpful to hear things before, they make it to Commission meetings.

Vice Chair Nootz motioned to approve this item, seconded by Commissioner Kahle. Unanimously approved.

B. UPDATE ON CITY STORMWATER UTILITY

The City Manager introduced the item.

Commissioner Kahle motioned to take a 10-minute break, seconded by Commissioner Willich. Unanimously approved.

The City Manager gave a brief presentation.

Vice Chair Nootz asked for population clarification and with hotel bed numbers included we are closer to 9600. She asked about the 5% sample of residential properties and how it was representative.

The City Manager stated that looking at the 5% sample, the hope is that they will have a general understanding of the average impervious surface area of a single-family home.

Public comment was offered by:

- Michelle Lami spoke about the flood waters that occur on K Street and she expressed concerns about flooding of her home. She supports development plan of stormwater utility system.
- Jay Keifer asked where Headwater Economics receives their funding.

The City Manager stated there is a non-profit associated with Headwater Economics and they receive their funding from a number of different donors. They are a non-profit regulated by the Internal Revenue Service so they are required to file a form 990 that will detail their revenue. He encouraged community members that have questions to start with the 990.

Commissioner Willich stated this is something they should do and we have a responsibility to the river that we live on the banks of.

Commissioner Kahle expressed agreement with Commissioner Willich and stated she has experienced this flooding over the years. She stated this is something they have to move forward with, and she thanked Headwaters Economics.

Vice Chair Nootz expressed being happy that the numbers were lower than expected for the amount of service we will get.

Chair Schwarz stated he would rather get this going sooner than later.

C. DISCUSSION REGARDING POWERS AND DUTIES OF HISTORIC PRESERVATION COMMISSION

The City Manager stated in the 2025 session the Montana State Legislature made certain changes which removed the HPC's ability to review applications for work within the designated district. City staff is working through an update to the zoning provision of the LMC. As they work through the zoning code update, one of the steps that is being proposed internally by

staff is to merge Chapter 31 into Chapter 30 as it makes sense for all things zoning to be in 1 chapter. In doing this they notice that Chapter 31 related to HPC is no longer in conformance with state requirements. He stated there is recommended language in the packet and have developed it to retain HPC as a body that exists to provide guidance to building owners, the City and other on matters of historic preservation. Two changes occur in 31.05 of LMC subsection F points 3 and 4 will be changed.

Vice Chair Nootz expressed that the appointment process seems fine as is, but wondered if they need a quorum because nothing goes to vote, its just recommendations.

The City Manager stated if HPC remains enshrined in LMC it is regulated by the open meetings law, which does require quorum.

Vice Chair Nootz asked about the 1 regularly scheduled meeting a month, she stated it says "shall" and thought it should be changed.

The City Manager stated they envisioned that to be that meetings will be held if there are applications, so they will change the word "shall".

Vice Chair Nootz asked about requirements for notice of meetings and the process and she thought it could be amended. She also asked about updated bylaws.

The City Manager stated yes, if there are changes related to the meeting schedule, like suggested, there would very likely be bylaw changes.

Vice Chair Nootz asked with the new state law if there are time constraints for staff about decision making.

The City Manager stated no. He stated he appreciates the updates and will include them in the Zoning update for Chapter 30.

D. RESOLUTION 5176: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ACCEPTING UTILITY AND ACCESS EASEMENTS GRANTED BY SUN MOINTAIN LUMBER INC. AND AUTHORIZING CITY MANAGER TO SIGN ASSOCIATED DOCUMENTS.

The City Manager stated a little over 1 year ago the City annexed the Sun Mountain property at the request of Sun Mountain Inc. As part of that process, water mains were installed on the property to provide fire protection and water service. The installation of water mains allowed the facility to reopen and save a number of jobs in the community. This is the last portion of this project. He stated City Attorney Jon Hesse worked with them to come up with an agreement that both parties agree on for the easement.

Commissioner Kahle thanked City Attorney Hesse for his work on this.

Commissioner Kahle motioned to approve this item, seconded by Commissioner Willich. Unanimously approved.

E. ORDINANCE 3063: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 14-92 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED "USER CHARGE BASIS" TO CLARIFY THE BILLING METHODS FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL SEWER USERS.

The City Manager stated this seeks to change the winter billing period in LMC. This item is before the Commission in response to several requests of City residents to evaluate the period to more closely align the winter billing period with irrigation practices in the City. The Finance team engaged in a review of customer billings over the last 3 years, and the change will positively impact approximately 2100 residents, there is not expected to be an over all material degradation in revenue to the sewer fund associated with this because the overall usage will not change and the majority fall in the commercial or industrial class.

Commissioner Kahle asked if this ordinance is falling in line to make this all happen this year.

The City Manager stated yes.

Public comment was offered by:

 Josh Congleton asked for clarification on the numbers for benefit. He also wondered if there is a drop with this will the City later need to make up for it and charge higher somewhere else.

The City Manager stated it would be very difficult to pinpoint the reason for any rate action and really tie it to one specific cause because on the revenue and expense sides of that equation there are a great many changes that occur such as inflation or policy changes.

Commissioner Kahle stated this Commission changes and it's impossible for them to make promises for what other Commissioners might make decisions on.

Commissioner Willich expressed that it was pretty cool seeing something come before them from a community member and watching it move forward into policy for the whole City.

Vice Chair Nootz stated we can't predict what is going to happen in the future, but we know we can lower rates now, so why wouldn't they do it now.

Vice Chair Nootz motioned to approve this item, seconded by Commissioner Kahle. Unanimously approved.

8. City Manager Comment

The City Manager stated agreed with Commissioner Willich about good local government happening and expressed it's nice to see the Commission engaging with residents and making changes for the community.

9. City Commission Comments

Commissioner Willich he has not heard about the Town Hall prior to the event when he saw it in the paper, and stated he would have gone if he knew about it. He joked about the snow falling and winter coming.

Commissioner Kahle stated she also did not receive and invitation to the Town Hall. She reminded that it is important as Commissioners, who have to notify of quorum, that invites to such events are made official. She reminded that the Commissioners do have full time jobs and it is hard for them to be everywhere at all events happening. She thanked the public for the discussions this evening,

Vice Chair Nootz reminded that meetings are scheduled a year in advance, and it takes a lot to get Commissioners to meet outside of those scheduled times. She noted that she was not invited to the Town Hall either. She asked that events be sent to the City Manager so he can coordinate the dates with the Commission. She expressed excitement about the public turnout on certain topics.

Chair Schwarz stated he was also not invited to the Town Hall meeting.

10. Adjournment

9:56 PM Commissioner Willich motioned for adjournment, seconded by Commissioner Kahle. Unanimously approved.

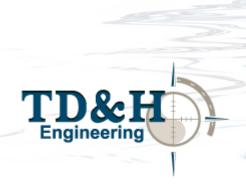
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City of Livingston Regional Water System Preliminary Engineering Report (PER)

September 16, 2025





Nicole Rediske, PE Adam Ballew Shannon Holmes





Project Purpose

- Provide more reliable water source to project area
 - Aging water mains in Green Acres
 - High density of recent septic tanks in the area
 - City water is treated and tested regularly
- Preliminary Engineering Report (PER)-First Step
 - Where we are now
 - Planning document
 - Assesses system deficiencies and considers improvement options
 - Required to comply with State Law for newly annexed properties
 - Per MCA §7-2-4731-4732, annexation proposals must include detailed plans showing how and when municipal services will be extended to annexed area.





Project Purpose

Funding

- PER is required to apply for state/federal funding
- Typical funding sources
 - <u>MCEP</u>: \$500,000 to \$750,000 Grants
 - Montana Department of Commerce
 - Applications due Spring 2026
 - RRGL: \$125,000 Grants
 - Montana Department of Natural Resources and Conservation
 - Applications due in the Spring

- SRF: Loan with possible of some principal forgiveness
 - Montana Department of Environmental Quality
 - Open application cycle
- <u>RD</u>: Loan with possible of some grant funding
 - United Stated Department of Agriculture
 - Open application cycle.





Executive Summary

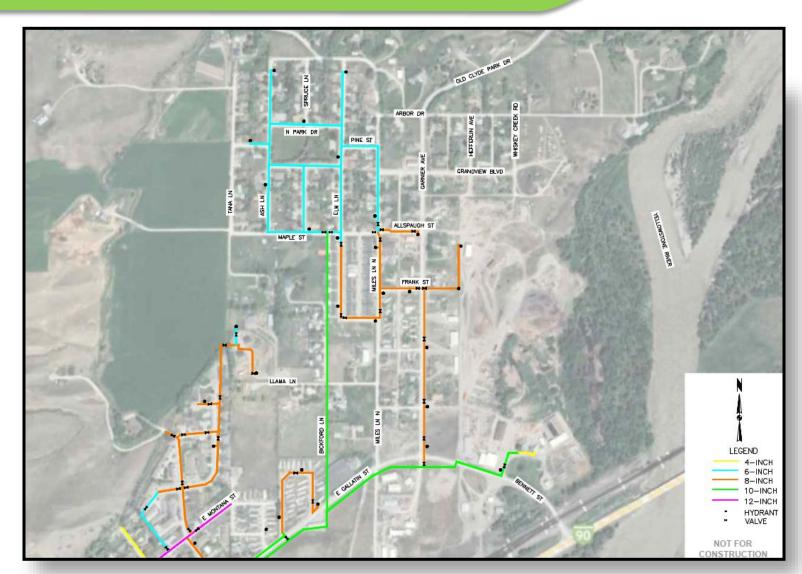
Components of this study:

- 1. Analyze the water distribution system in the study area to assess deficiencies in the existing system and identify alternative alignments to consider for new system extension.
- 2. Model the proposed improvements to understand hydraulic differences between alternatives.
- 3. Engage the community in public settings to incorporate concerns and questions from residents (5 public meetings in the last 9 months).
- 4. Evaluate alternatives with respect to cost, feasibility, required operations and maintenance (O&M), and impacts the human health and the environment.
- Prioritize potential improvements.





Existing System







Green Acres Preferred Alternative (G-3)







Montague Preferred Alternative (M-2)







Sleeping Giant Preferred Alternative (S-4)







Looping Main Preferred Alternative (L-3)







Proposed Project







Proposed Project-System Pressures







Summary of Project Costs

Project Cost Estimate Summary			
Project name	Total Estimated Construction Cost		
Green Acres Replacement (G-3)	\$3,145,700		
Montague Extension (M-2)	\$1,758,026		
Sleeping Giant Extensions (S-4)	\$1,066,291		
Subtotal	\$5,970,071		
Looping Main (L-3)	\$560,000		
Total	\$6,530,071		





Assessment Estimates

Assessment Estimates				
SID Subtotal	\$5,970,071			
Grant Proceeds	SID Amount	Assessment/ SQ FT	Average Assessment	
\$0	\$5,970,071	2.20	\$32,285.93	
\$2 Million	\$3,970,071	1.46	\$21,471.00	
\$3 Million	\$2,970,071	1.09	\$16,470.04	
\$4 Million	\$1,970,071	0.73	\$10,654.07	

- City is actively working to acquire grants and limit costs to residents
- Currently in planning phase of the project, working to make the project affordable to landowners





Additional Information

- After the PER has been adopted and finalized, the City and TD&H will pursue funding and continue to use PER as a planning and guiding document to apply for as many funding opportunities as possible.
- Public Engagement a sub committee has been formed, and it was discussed at the
 August public meeting that the City is committed to maintaining transparency and
 communication with residents during this process. The City and design team are willing to
 meet with residents on a regular schedule to answer questions and update everyone on the
 status of the project. The City is also committed to working towards the project but not
 moving forward with construction until it is reasonably affordable for the residents.
- Existing wells to be used for irrigation in Montague and Sleeping Giant.
- Coordination with NeighborWorks in Sleeping Giant Community will be ongoing and more detailed as the project goes to design in the future.
- A Special Improvements District (SID) has been discussed as the funding mechanism to supplement the procured funding for this project. This strategy has been discussed with residents during the public process and will also be discussed in more detail in the future.









STORMWATER IMPROVEMENTS

Project Update

SEPTEMBER 16, 2025

PRESENTATION OVERVIEW

PAST STORMWATER POLICY DEVELOPMENT WORK

CURRENT CITY STORMWATER EFFORTS











Livingston, Montana





STORMWATER MANAGEMENT (FEDERAL AND STATE REQUIREMENTS)

- Montana Pollutant Discharge Elimination System (MPDES): State-level program which enacts the National Pollutant Discharge Elimination System (NPDES) as established by the United States Environmental Protection Agency pursuant to section 402 of the federal Clean Water Act (CWA) (33 USC 1251, et seq.)
- Municipal Separate Storm Sewer System (MS4): Means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that discharges to surface waters and is owned [...] by a political subdivision [...]; designed or used for collecting or conveying storm water [and] not a combined sewer. (ARM 17.30.1101 et seq.)
- MS4 Designation in MPDES: High-priority on evaluating cities with combined permanent and seasonal population of over 10,000, as determined by the latest decennial census by the United States census bureau plus the number of commercially advertised bedroom accommodations. (ARM 11.30.1107)

RECENT HISTORY OF STORMWATER POLICY IN LIVINGSTON

2018 2021 2023 2024

DRAINAGE STUDY

Review of drainage issues in Livingston centered on downtown and underpass.

GROWTH POLICY

9.1.2.1: Reduce the risk of flooding and pollution threats through proactive and innovative stormwater management programs.

<u>9.1.2.2</u>: Explore the creation of a City stormwater utility.

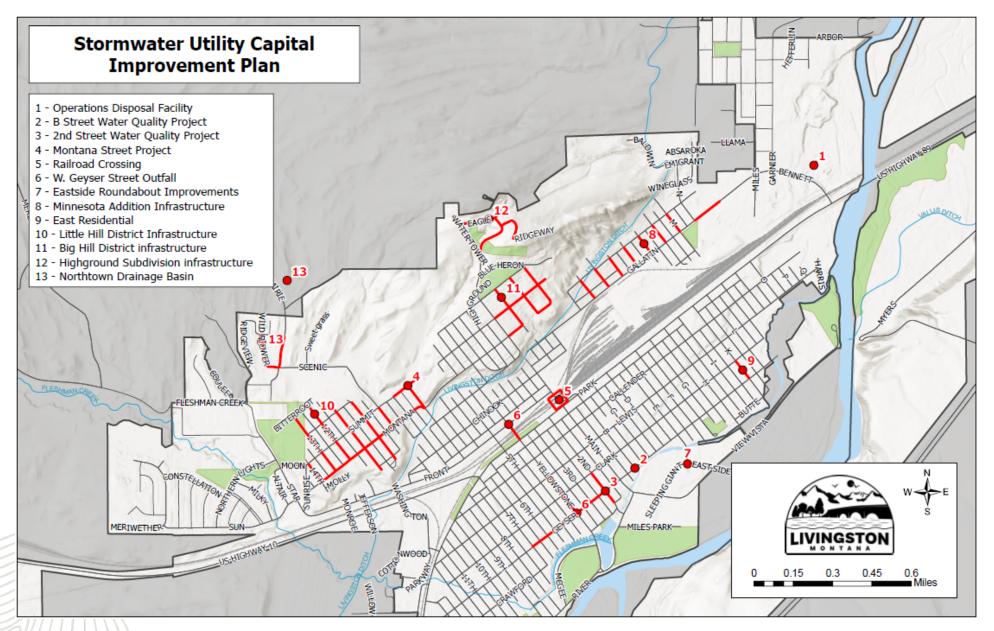
STORMWATER PER

Evaluated future stormwater management and infrastructure opportunities.

UTILITY FEASIBILITY STUDY

Evaluated the feasibility of establishing a stormwater utility to fund the construction of infrastructure and stormwater operations.

Livingston, Montana



PRESENTATION OVERVIEW

PAST STORMWATER POLICY DEVELOPMENT WORK

CURRENT CITY STORMWATER EFFORTS



Recommended Next Steps

- Continued engagement with the community
- Purse Development Plan
 - Fill Data Gaps and Develop Integration Process
 - Address Key Policy Questions
 - Develop Legal Framework and Ordinances
- Pursue a grant to offset Development Plan costs (\$40-50k)



AE2S SCOPE OF WORK (FUNDED BY PRIVATE GRANT)

- **Spatial Data Analysis**: Analyze property impervious area by digitizing impervious area surfaces for all commercial (388 parcel), all multi-family (186 parcels), and 5% of single-family properties (165 parcels). Analyze spatial analysis and impervious areas as they relate to rate setting.
- <u>Billing System Update Process</u>: Develop a tailored billing update strategy based on existing workflows and recommended procedural and policy adjustments to help maintain billing system accuracy and to plan for timely updates.
- Ordinance and Policy Development: Development of documents and processes related to: (1) establishing individual property review and administrative adjustments, and (2) developing required ordinances and other legal documentation to establish the Stormwater Utility per local policy and state laws and regulations.

r Parcel Size

Stormwater Rate Methods

- Service is difficult to measure
- Rate structures vary by City
- Service charges derived from runoff indicators typically:
 - Parcel Size
 - Land Use
 - Impervious Area

RATE STRUCTURE	PRIMARY ADVANTAGES	PRIMARY DISADVANT
FLAT RATE	Easy to Administer All Parcels are Charged	Highly Inaccurate
GROSS AREA FACTORED BY RUNOFF COEFFICIENT	 Accounts for Parcel Size Less Data Required Addresses Intensity of Development All Parcels are Charged 	Relatively Inaccurate Individual Property Ir Does Not Account for Management Practic
IMPERVIOUS SURFACE AREA	 Accurate Data Requirements can be Simplified for Equivalent Residential Units (ERUs) 	 Large Amount of Dat Does Not Account for Management Practic Does Not Account for Not all Parcels are Ch
GROSS AND IMPERVIOUS SURFACE Area	 Accurate Accounts for Parcel Size All Parcels are Charged Addresses Intensity of Development 	Large Amount of Dat Does Not Account for Management Practic
CLASS INTENSITY OF DEVELOPMENT	Accurate Addresses Intensity of Development	Large Amount of Dat Does Not Account for Management Practice Not all Parcels are Ch
EQUIVALENT HYDRAULIC AREA (PERVIOUS AND IMPERVIOUS)	Accounts Parcel Size Accounts Farcel Size Accounts for Land Management Practices All Parcels Charged Addresses Intensity of Development	Large Amount of Dat More Complex than C





NEXT STEPS FOR STORMWATER POLICY IN LIVINGSTON

TODAY OCT/NOV LATE 2025

UPDATE PRESENTATION

AE2S REPORT

COMMISSION DIRECTION

QUESTIONS?

LIVINGSTON



Quentin Schwarz

From: Livingston Montana < livingston-mt@municodeweb.com>

Sent: Tuesday, September 16, 2025 8:35 AM

To: Quentin Schwarz

Subject: [Quentin Schwarz] Regional Water Project

Jordan Ballinger (jaguilar1685@gmail.com) sent a message using the contact form at https://www.livingstonmontana.org/.

Dear City Commissioners,

I am writing to you regarding the agenda item "Approval of Preliminary Engineering Report for Regional Water Project" which will be presented to you tonight. This item will be voted on in order for this project to move forward. I cannot be in attendance as I have an "All District Open House" I am required to go to for my work.

First, I would like to thank those of you who voted in favor of waiving the connection fee for the sewer project in Green Acres. I would also like to thank Melissa Nootz for suggesting to the City Manager to find a program to help residents off-set the cost of their personal sewer projects. These two items were not only greatly appreciated, but helped my neighbors and myself financially. I am a Livingston native who grew up in Green Acres and now I own a home in Green Acres. This town & neighborhood are very important to me.

I have attended all of the meetings the city held for the Regional Water Project. I also volunteered to be a neighborhood representative to bridge the gap between the city and the residents and provide communication between the two parties. There was one meeting held for those specific volunteers, which I did not attend as I did not receive the e-mail that it was happening.

I understand the reasoning for this project. The problem is financially burdening these residents again in such a small window of time. The city says they do not see this project happening for at least five years, unless they receive a sizable grant to offset the cost. Then, they will need to take advantage of it. They also said they do not see the cost of construction going down so the longer we wait the more expensive it may be. These statements make me feel like the project will happen sooner than what is being stated. Five years is really not that long when we are talking about people paying large amounts of money.

If you approve this project to move forward, my request is that somehow the project does not happen in the immediate future. The reason for this request is that the people in the Green Acres, Montague, and Sleeping Giant neighborhoods have already taken a big hit financially from the Sewer Project. Not only did people have to pay for their own personal properties to be hooked up to the street, they had to pay for the SID, and pay monthly for a higher utility bill. After talking to neighbors it seems the average cost in Green Acres for the project on personal properties was about \$6,000-\$10,000. There were some people that had projects that ended up costing them around \$20,000. At the first water meeting one lady stated that she had to sell her back two lots in order to afford the sewer project. I think it is completely outrageous that some people had to end up paying that much, and it's heart breaking that a lady had to sell her property to even pay for it. I know it is difficult to think about everyone and how they are affected by what the city does, but we are real people, people who work hard for their money. Our money should not just have to be handed over to the city. My taxes went up \$800 a year because of the sewer SID. When this Regional Water Project moves forward they will go up again, probably a similar amount for that SID. It seems excessive that a resident's taxes would go up \$1600 a year within five years or less, which does not even include the other factors that will cause taxes to go up.

Green Acres streets were never put back to "the same or better condition" as stated in a legal document we received from the city regarding the sewer project. Why were we charged for that in the sewer SID? We are now going to have to pay again in this SID for the streets to be fixed. I realize either way the streets would have needed to be repaired to some degree and dug up again for this project, but it feels like we are paying twice and were overcharged the first time. We did not receive the product that was "budgeted" for the first time around.

I pose the question, if we are part of the city community and this is to improve a part of the city, why is it not being shared by all taxpayers? My logic with this is one, the reason our water system will be strained is because of the Wellness Center. Two, other street projects around town are split by everyone, not just those specific neighborhood residents. We have already footed the bill ourselves for the sewer project. Maybe, this one should be shared aside from the personal property aspect.

I know by law, the city has to offer water hookups to city residents. Green Acres is already on City water. I do agree with changing our water system in some ways, just maybe not to the extent being proposed. I see the benefits in looping the system. I would appreciate our water not having to be shut off every time there's an issue at the Wellness Center, and there is benefit to people having their water hookups on their own property. Again, it is just the fact that the residents will have to hand over a large amount of money in such a small time frame. Some residents will have to pay to get water lines put in on their property and everyone will have to pay their portion of the SID.

So I ask you to please seriously consider the financial burden this project may put on the residents. If this project is truly necessary to the degree we are being told, then to somehow make sure it does not happen so soon after the sewer project.

Thank you for your time.

Sincerely, Jordan Ballinger

Shouldn't democracies feel a lot more democratic?

by Patricia Grabow

Jefferson famously said eternal vigilance is the price of liberty. Perhaps you could rephrase that today as, holy heck, you have to watch people like a hawk.

So, when around fifty moderate-sounding people who attended a special Town Hall meeting September 11 at the Fairgrounds, they were probably been feeling eternal vigilance is a very long time.

You might imagine this meeting was held in public outreach by the city. It was not. It was organized in fact in response to the city's not seriously keeping people in the loop, and although the commissioners and manager were invited, they did not attend.

More possibly concerned for public approval, at least most of the candidates for the Livingston City Commission went to listen and learn. The poster for the meeting read, "Change is coming to Livingston: Our Parks, Our Housing, Our History: Let's talk about it and help plan the future together."

The meeting, was held to address two recently produced city studies. Things were courteous, and I believe those interested in the subject have acted in generally good faith. Livingston at this point in her history includes some remarkable and productive minds. They will be needed to keep watch---at times even on themselves.

The first study mentioned was the Livingston Master Plan. An outside consultant took on the downtown and came up with ideas, not all of them worthy, and a number of them dead wrong. More on how that's being used below.

Remember this city was carefully planned out in its earliest years by the Northern Pacific and largely preserved over the last half century by the city's Historic Preservation Commission. Our functional yet postcard-worthy downtown was part of a building frenzy for world's first national park's first rail gateway that paralleled most of Yellowstone's best, most of it in half a decade. We were a part of Yellowstone, and it of us. The NP had more practice, competence, and horse sense than most contemporary consultants do today.

The second study dealt with our mostly citizen- and WPA-created parks. These remain, at least for now, a treasure enjoyed by people and occasionally animals alike. I still smile at that bear two years back sleeping off what might have been a few slightly fermented crab apples in a tree planted by the crew of Warren McGee.

In discussion of these plans, people who care deeply offered good ideas at the Fairgrounds meeting. They identified concerns they have and offered solutions. Most of them spoke like people whose ideas were rooted in long lives and perspective in Livington.

Out of curiosity, I had earlier inquired into where for their part the decision makers and key city employees were born and raised. I was a little surprised to learn none of our leadership, the city manager and five commissioners were originally from here. Well, makes some sense, America is a country on the move. What made slightly less sense to me however was that of the 114 city employees, only seven seemed to have been born and raised here. Perhaps the perspective of those rising to speak that night, rooted in their lives here and enhanced with childhood reminiscences, was a critical and useful reminder.

There were some pretty amazing comments made. For example, the new owner of Wilcoxson's Ice Cream spoke up regarding the bulbouts the city at one farmer's market promised were temporary. He said that with just the bulbouts put in and the diagonal parking at Neptune's which he had been promised would be parallel, it is almost impossible to get his large delivery trucks out of his building after they are loaded. The city's best response was to reposition the poles a few inches, which is little more than a joke. He said this casual experiment - with little or no public input - had forced them to contemplate even moving their thriving business to Billings. He said he did not want to move. After all Wilcoxson's started in Livingston in 1914.

An unintended consequence of significant proportions!

A famed Livingston business here for well over a century should not be forced to even imagine something that drastic based on the whims of a tiny handful those who might otherwise be well-meaning, but who could uproot the deeply rooted for their pet projects. He said that as slammed as he already is, it looks like he will have to attend more city meetings, since they seem entirely uninterested in listening to the public on those bulbouts, and possibly other things besides.

One of the people in attendance essentially reminded the meeting of the classic wisdom, if it ain't broke, don't fix it. For all its simplicity, this idea seemed to resonate strongly with most who were there.

Another visible consensus that seemed to emerge was strong opposition to the park plan element to close off McGee Drive. One person said that she was handicapped, and that one of her spring joys is simply driving by the ducks and the drive by the flowering trees, again originally planted by Warren McGee, which could almost qualify for historic preservation themselves. Not everyone can or should have to walk across the fields just to reach those parts of the park.

Another person had counted all of the parking spaces and said that there were actually more parking spaces now than the hired South Dakota parks consultant would leave if they were allowed to cut down some of those trees to install a new proposed cement lot.

Another attendee commented that that the parks were created organically, and that cement is not what we want in the Sacajawea and Miles Parks lots. It's a good point. Just like with sidewalks, the old engineers were smarter, the terrains shift significantly over time, begging for maintenance nightmares. And gravel is better overall for people and dogs for walking. That is true elsewhere there too park. You do not necessarily notice, but the naturalness of the Miles/Sacajawea Park is

part of its character. It is not a giant urban beast; it is a natural blend with the natural Yellowstone River.

One of the community members at the meeting said perspective is important. Minor enhancements or things needing genuine repair are one thing, but that taxpayers have a right to demand these issues be treated realistically like a home budget. We need realistic prices and should set priorities after that, just like in a family. We need to guarantee a budget that will not break us, instead of a blind blank check.

And we deserve a say in what actually gets cherrypicked to happen. One person said that right now the city commission is treating studies, particularly the first, like an omnibus bucket they or the staff can grab-bag to implement arbitrarily any time they feel like it, bypassing entirely a true public input process for either approval or cost.

A petition was made available at the meeting which attendees could sign, titled "Request to Hold the Parks Master Plan for Livingston, MT., until 1st Quarter 2026." The intent was for the concerned to ask the commission to hold off on such actions until fuller public participation takes place first.

Attendees there were also given instructions and support on how to fill out the not terribly well-known survey by the commission. Truth be told, however, the survey feels skewed to shape the feedback in city-intended directions, it is intimidatingly large in scale, yet seems seriously narrow and inadequate as real feedback. Plus, it is difficult for those who are not as computer savvy in general, let alone proficient in QR codes.

I mentioned in past my concern about a proposed highway sign saying to explore Livingston like the locals just faintly whiffed of urban saviorism by some on a mission to enlighten the hicks. I was not feeling reassured about that by this point in the meeting. I digress, but I repeat for those who resist it: entitled elitism has no place at any level of a democracy. We are all citizens and taxpayers in equal standing, and are at risk the instant any of us forget this. Or choose to ignore it.

One of the comments given at the town hall was that we should all go to the meetings and that we should be kind to our commissioners. Probably sound, it hopefully keeps the vigilance effective. But the key takeaway was still the idea of restraint: keep it travelable, keep it minimalist, and don't destroy function for some half-baked destruction of flow. Hmm - that about describes both the threat to McGee drive and the bulbouts both, doesn't it?

And all of this still pales in the public's mind in scale with finally intelligently fixing the northside rail crossing. Bet I've mentioned that one before as well.

It was an almost two-hour meeting, and the comments are available I believe at the Chamber. You know, for anyone...interested.

It hit me this morning. Jefferson really was an astute observer of human nature, even centuries before the paid-for-by-the-taxpayers-studies-with-no-accountability era. The age might be as different as the styles of dress, but the boondoggles remain the same.

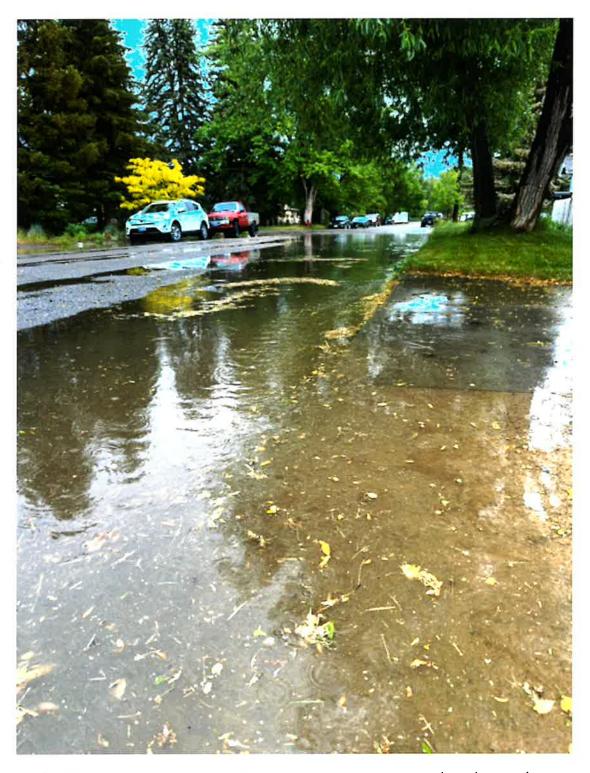
I thought back on the 25 years I have been attending Livingston City Commission meetings, both as commissioner and as regular public attendee, and realized the consistency over time with which we have paid for expensive studies and then done little more with them than shelve them or pitch them out.

It may sometimes be for good reason, but the reality is little to nothing seems to reach final implementation. What has worked best over time has been veggies instead of dessert - commonsense, useful, unsexy, practical, functional spaces, maintained not replaced, both in parks and the downtown.

We rejected the \$40,000 study to make Main Street a bulbout-infested one way. Ditto the \$47,000 study for an underpass near PFL serving the few instead of the many, and another at \$780,000. The \$45k foolishly planning the Wellness Center in Miles Park and pointlessly demolishing the Civic Center. These might tally up around a million dollars, and it suggests they might have more served the expected whims of the check writers than the actual public. And all before the two discussed at the meeting.

Remind me in the future to tell you tales of our budget expansion over time, because in real money we might be at double what we used to be. No wonder people were concerned. The disconnect still feels real.

I am grateful to those who put the event together, and those who attended. On all of our behalf, I only wish eternal vigilance still allowed for the odd sick day here and there and a few weeks' vacation.

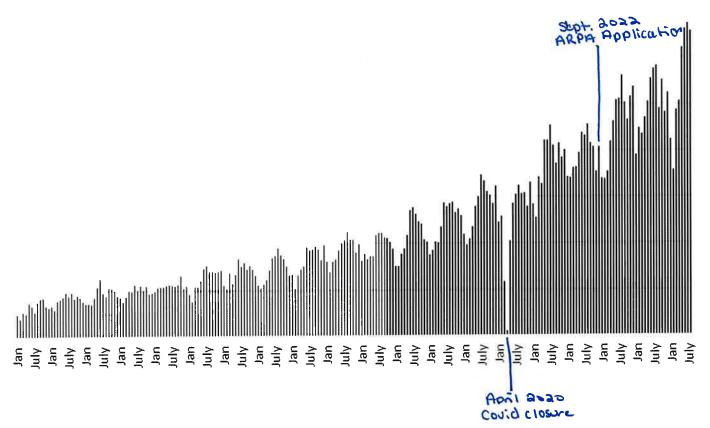


Lami 326 S K St Corner at E Geyser – Stormwater Over Curb and Up Driveway

Community Closet, inc.

ARPA Funding Report Handout

Total Revenue 2006-July 2025 (by month)



Expenses \$315,212.00

Architect	\$21,016.00
Engineer	\$1,665.00
City Permit	\$2,055.00
NW Energy	\$2,072.00
Construction (Basecamp)	\$287,374.00
Banking	\$30.00
We did not need to hook up to water/sewer	

Funding \$314,212.00

City ARPA Award	\$145,00.00	
Park County ARPA Award	\$50,000.00	
Community Closet*	\$119,000.00	
*Includes private donations		

1000 sq. ft. main floor, 500 sq. ft. on gabled second floor. Average cost per square foot was \$210.00.











File Attachments for Item:

B. APPROVAL OF CLAIMS PAID 9/11/25 - 10/1/25

Oct 02, 2025 01:31PM

Page:

Vendor Vendor Name Invoice Number Description Invoice Date Net **Amount Paid** Date Paid Invoice Amount AAA CLEANING, LLC 3727 AAA CLEANING, LLC 277 clty hall cleaning 09/30/2025 3,250.00 3,250.00 09/29/2025 3727 AAA CLEANING, LLC 278 cIVIC CENTER 09/29/2025 2,600.00 2,600.00 09/29/2025 3727 AAA CLEANING, LLC 279 Bennett St cleaning 09/29/2025 156.25 156.25 09/29/2025 3727 AAA CLEANING, LLC 279 Bennett St cleaning 09/29/2025 156.25 156.25 09/29/2025 09/29/2025 3727 AAA CLEANING LLC 279 Bennett St cleaning 09/29/2025 156 25 156 25 09/29/2025 3727 AAA CLEANING, LLC 279 Bennett St cleaning 156.25 09/29/2025 156.25 Total AAA CLEANING, LLC: 6.475.00 6.475.00 **ADVANCED ENGINEERING &** 3605 ADVANCED ENGINEERING & 105576 PROFESSIONAL SERVICES 09/09/2025 461.50 461.50 09/29/2025 Total ADVANCED ENGINEERING &: 461.50 461.50 ADVANCED TECHNOLOGY PRODUCTS, INC 3357 ADVANCED TECHNOLOGY PRO 42255 ACID MAGIC 06/11/2025 3 645 00 3 645 00 09/17/2025 3357 ADVANCED TECHNOLOGY PRO 42413 ACID MAGIC 06/24/2025 10,965.00 09/17/2025 10.965.00 ADVANCED TECHNOLOGY PRO 42544 ACID MAGIC 07/09/2025 4,025.00 4.025.00 09/17/2025 3357 ADVANCED TECHNOLOGY PRO 42803 ACID MAGIC 08/04/2025 3.645.00 3.645.00 09/17/2025 3357 ADVANCED TECHNOLOGY PRO 42804 ACCU TAB 08/04/2025 7,320.00 7,320.00 09/17/2025 Total ADVANCED TECHNOLOGY PRODUCTS, INC: 29,600.00 29,600.00 ALADTEC, INC. 3488 ALADTEC, INC. INV00423954 ANNUAL SUBSCRIPT 06/16/2025 4,256.96 4,256.96 09/12/2025 Total ALADTEC. INC.: 4.256.96 4 256 96 ALL SERVICE TIRE & ALIGNMENT 22 ALL SERVICE TIRE & ALIGNME 70814 Tire Repair 09/09/2025 20.00 20.00 09/17/2025 22 ALL SERVICE TIRE & ALIGNME SENSOR-INSTALL 70815 09/09/2025 180.00 180.00 09/17/2025 22 ALL SERVICE TIRE & ALIGNME 70845 Flat repair 09/15/2025 20.00 20.00 09/29/2025 Total ALL SERVICE TIRE & ALIGNMENT: 220.00 220.00 ALPINE ELECTRONICS RADIO SHACK 402 ALPINE ELECTRONICS RADIO 10321016 LED 09/02/2025 2.50 2.50 09/12/2025 402 ALPINE ELECTRONICS RADIO **R&M SUPPLIES** 89.97 10321221 09/05/2025 89.97 09/29/2025 Total ALPINE ELECTRONICS RADIO SHACK: 92 47 92 47 AMANDA ALKIRE 10008 AMANDA ALKIRE 2025.9.16 REIMB-TRAVEL 09/16/2025 239.44 239.44 09/29/2025 Total AMANDA ALKIRE: 239.44 239.44 **AMERICAN AUTOMOTIVE** 3378 AMERICAN AUTOMOTIVE 8633 2021 DODGE REPAIR 09/09/2025 491.16 491.16 09/17/2025 3378 AMERICAN AUTOMOTIVE REPAIR COLORADO 09/17/2025 8703 377.96 09/29/2025 377.96 Total AMERICAN AUTOMOTIVE: 869.12 869.12 **AMERIGAS** 10002 **AMERIGAS** 3180879419 TANK RENT-CEMETARY 09/30/2025 136.07 136.07 09/17/2025 **AMERIGAS** 3181465905 **PROPANE** 09/17/2025 659.05 09/29/2025 10002 659.05

Page: 2 Oct 02, 2025 01:31PM

			110port dates: 9/11/2029-10/11				001 02, 2020
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
To	otal AMERIGAS:				795.12	795.12	
A CIZINI	CONCERNATION						
10004	CONSTRUCTION ASKIN CONSTRUCTION	4.2025	DOWNTOWN CIP URA	09/02/2025	215,576.99	215,576.99	09/17/2025
10004	ASKIN CONSTRUCTION	4.2025	DOWNTOWN CIP STREETS	09/02/2025	36,162.51	36,162.51	09/17/2025
10004	ASKIN CONSTRUCTION	4.2025	DOWNTOWN CIP STREETS	09/02/2025	2,019.86	2,019.86	09/17/2025
10004	ASKIN CONSTRUCTION	4.2025	DOWNTOWN CIP WATER	09/02/2025	80,711.93	80,711.93	09/17/2025
10004	ASKIN CONSTRUCTION	4.2025	DOWNTOWN CIP SEWER	09/02/2025	64,774.72	64,774.72	09/17/2025
To	otal ASKIN CONSTRUCTION:				399,246.01	399,246.01	
AXON I	ENTERPRISE, INC.						
3834	AXON ENTERPRISE, INC.	INUS373072	BUNDLE TASER 7	09/01/2025	14,364.68	14,364.68	09/17/2025
To	otal AXON ENTERPRISE, INC.:				14,364.68	14,364.68	
BALCO	UNIFORM COMPANY, INC.						
3371	BALCO UNIFORM COMPANY, IN	85082	Uniform-ASHER	08/25/2025	6.00	6.00	09/12/2025
To	otal BALCO UNIFORM COMPANY, IN	C.:			6.00	6.00	
BNSF F	RAILWAY COMPANY						
10006	BNSF RAILWAY COMPANY	25010092	CONTRACT BF71441	09/05/2025	100.00	100.00	09/29/2025
10006	BNSF RAILWAY COMPANY	25010158	CONTRACT NP88715	09/05/2025	100.00	100.00	09/29/2025
To	otal BNSF RAILWAY COMPANY:				200.00	200.00	
BOUNE	TREE MEDICAL, LLC						
2662	BOUND TREE MEDICAL, LLC	85813851	Patient Supplies	06/18/2025	1,343.70	1,343.70	09/12/2025
To	otal BOUND TREE MEDICAL, LLC:				1,343.70	1,343.70	
BRIDGI	ER ANALYTICAL LAB						
3820	BRIDGER ANALYTICAL LAB	2508402	ANALYSIS	09/05/2025	290.00	290.00	09/17/2025
To	otal BRIDGER ANALYTICAL LAB:				290.00	290.00	
CARDII	NAL TRACKING INC						
10006	CARDINAL TRACKING INC	138853	ZEBRA PRINTERS	07/28/2025	3,381.20	3,381.20	09/17/2025
10006	CARDINAL TRACKING INC	86557-11	TICKETRAK	09/17/2025	473.00	473.00	09/29/2025
10006 10006	CARDINAL TRACKING INC CARDINAL TRACKING INC	87398-02 87633-38086	TICKET PAPER TICKETRAK TICKETS	08/18/2025 08/11/2025	2,115.75 1,003.00	2,115.75 1,003.00	09/17/2025 09/17/2025
	otal CARDINAL TRACKING INC:	0.000 0000		00/11/2020	6,972.95	6,972.95	00/11/2020
11	DIAI CARDINAL TRACKING INC.				0,972.93	0,972.95	
	JEST AUTO PARTS	1010 647064	oil ADCODD	00/05/2025	90.00	89.90	09/29/2025
	CARQUEST AUTO PARTS CARQUEST AUTO PARTS	1912-647364 1912-647366	oil ABSORB OIL ABSORB	08/05/2025 08/05/2025	89.90 89.90	89.90	09/29/2025
	CARQUEST AUTO PARTS	1912-647583	TRAILER CONNECTOR	08/07/2025	13.49	13.49	09/29/2025
23		1912-647961	WASHER FLUID	08/12/2025	48.71	48.71	09/29/2025
	CARQUEST AUTO PARTS	1912-648119	BATTERY	08/13/2025	161.35	161.35	09/29/2025
23		1912-648244	SIDE BOLT	08/14/2025	5.36	5.36	09/29/2025
23	CARQUEST AUTO PARTS	1912-648500	VAL 380W90	08/18/2025	98.97	98.97	09/29/2025
23	CARQUEST AUTO PARTS	1912-649190	FILTERS	08/25/2025	30.27	30.27	09/29/2025
23	CARQUEST AUTO PARTS	1912-649206	MAX WASH	08/25/2025	18.70	18.70	09/29/2025
23	CARQUEST AUTO PARTS	1912-649274	5050 gal	08/26/2025	263.89	263.89	09/29/2025

Oct 02, 2025 01:31PM

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
23	CARQUEST AUTO PARTS	1912-649472	HEADLIGHT	08/27/2025	19.94	19.94	09/29/2025
To	otal CARQUEST AUTO PARTS:				840.48	840.48	
CENTUI	RYLINK						
	CENTURYLINK	2025.9.16	406-222-0137- 441b	09/16/2025	107.08	107.08	09/29/2025
To	otal CENTURYLINK:				107.08	107.08	
CHART	ER COMMUNICATIONS						
3440	CHARTER COMMUNICATIONS	172677901090	ELEVATOR PHOBE	09/07/2025	150.00	150.00	09/29/2025
To	otal CHARTER COMMUNICATIONS:				150.00	150.00	
CITY OF	F LIVINGSTON						
131	CITY OF LIVINGSTON	2025_08	Disbursement to City	08/31/2025	9,175.02	9,175.02	08/29/2025
To	otal CITY OF LIVINGSTON:				9,175.02	9,175.02	
COMDA	ATA						
2671	COMDATA	XW660/204282	EMS FUEL	09/01/2025	1,829.03	1,829.03	09/12/2025
2671	COMDATA	XW660/204282	FIRE FUEL	09/01/2025	531.22	531.22	09/12/2025
2671	COMDATA	XW716/204282	CG72P	09/01/2025	212.74	212.74	09/12/2025
2671	COMDATA	XW716/204282	CG72R	09/01/2025	173.12	173.12	09/12/2025
2671	COMDATA	XW716/204282	CG72R	09/01/2025	51.78	51.78	09/12/2025
2671	COMDATA	XW716/204282	CG73C	09/01/2025	830.36	830.36	09/12/2025
2671	COMDATA	XW716/204282	CG73H	09/01/2025	63.66	63.66	09/12/2025
2671	COMDATA	XW716/204282	CG73L	09/01/2025	351.97	351.97	09/12/2025
2671	COMDATA	XW716/204282	CG73L	09/01/2025	15.66	15.66	09/12/2025
2671	COMDATA	XW716/204282	CG73S	09/01/2025	1,190.57	1,190.57	09/12/2025
2671	COMDATA	XW716/204282	CG73S	09/01/2025	21.04	21.04	09/12/2025
2671	COMDATA	XW716/204282	CG74G	09/01/2025	689.30	689.30	09/12/2025
2671	COMDATA	XW717/204827	CG72S	09/01/2025	2,921.46	2,921.46	09/12/2025
To	otal COMDATA:				8,881.91	8,881.91	
CORE 8	& MAIN LP						
3733	CORE & MAIN LP	X554262	PIPE SUPPORT	08/20/2025	235.57	235.57	09/12/2025
3733	CORE & MAIN LP	X602724	MEGALUG	08/27/2025	1,100.04	1,100.04	09/12/2025
3733	CORE & MAIN LP	X662349	PIPE	09/04/2025	602.80	602.80	09/29/2025
To	otal CORE & MAIN LP:				1,938.41	1,938.41	
DANA S	SAFETY SUPPLY, INC.						
3234	DANA SAFETY SUPPLY, INC.	979117	SIREN REPAIR	09/03/2025	305.00	305.00	09/29/2025
To	otal DANA SAFETY SUPPLY, INC.:				305.00	305.00	
DEMCO) INC						
	DEMCO INC	7691160	PROCESSING SUPPLIES	09/03/2025	154.48	154.48	09/17/2025
To	otal DEMCO INC:				154.48	154.48	
DEPAR	TMENT OF PUBLIC SAFETY						
10008	DEPARTMENT OF PUBLIC SAFE	2025.9.11	MVR	09/11/2025	8.00	8.00	09/11/2025

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
To	otal DEPARTMENT OF PUBLIC SAFE	ETY:			8.00	8.00	
DEDAR	TMENT OF DEVENUE						
	TMENT OF REVENUE DEPARTMENT OF REVENUE	2025_08ASKIN	DOWNTOWN CIP - 2ND & 3RD A	09/02/2025	2,177.55	2,177.55	09/22/2025
	DEPARTMENT OF REVENUE	2025_08ASKIN	DOWNTOWN CIP - 2ND & 3RD A	09/02/2025	365.28	365.28	09/22/2025
	DEPARTMENT OF REVENUE		DOWNTOWN CIP - 2ND & 3RD A	09/02/2025	20.40	20.40	09/22/2025
122	DEPARTMENT OF REVENUE	2025_08ASKIN	DOWNTOWN CIP - 2ND & 3RD A	09/02/2025	815.27	815.27	09/22/2025
122	DEPARTMENT OF REVENUE	2025_08ASKIN	DOWNTOWN CIP - 2ND & 3RD A	09/02/2025	654.29	654.29	09/22/2025
122	DEPARTMENT OF REVENUE	2025_09WMC	20176 - 2025 SANITARY SEWER	09/08/2025	6,361.53	6,361.53	10/01/2025
To	otal DEPARTMENT OF REVENUE:				10,394.32	10,394.32	
EAGLE	FENCE, LLC						
542	EAGLE FENCE, LLC	2214	CHAINLINK FENCE REPAIR	06/11/2025	3,483.00	3,483.00	09/29/2025
To	otal EAGLE FENCE, LLC:				3,483.00	3,483.00	
ENERG	Y LABORATORIES, INC.						
	ENERGY LABORATORIES, INC.	730173	Analysis parameter	08/22/2025	304.00	304.00	09/12/2025
424	ENERGY LABORATORIES, INC.	733828	SAMPLE MANAGEMENT	09/08/2025	383.00	383.00	09/29/2025
To	otal ENERGY LABORATORIES, INC.:				687.00	687.00	
FERGU	SON WATERWORKS #1701						
2386	FERGUSON WATERWORKS #17	0934242	Meter AND FLANGE KIT	09/03/2025	4,203.65	4,203.65	09/29/2025
2386	FERGUSON WATERWORKS #17	0936065	OMNI METER	09/09/2025	3,127.58	3,127.58	09/29/2025
2386	FERGUSON WATERWORKS #17	CMM167158	Meter	09/09/2025	3,720.40-	3,720.40-	09/29/2025
To	otal FERGUSON WATERWORKS #17	701:			3,610.83	3,610.83	
FIRE FU	JRNITURE & MATTRESS CO INC						
10008	FIRE FURNITURE & MATTRESS	8874	THEATER SEATING	09/17/2025	6,845.97	6,845.97	09/29/2025
To	otal FIRE FURNITURE & MATTRESS	CO INC:			6,845.97	6,845.97	
FRONT	LINE AG SOLUTIONS, LLC						
2516	FRONTLINE AG SOLUTIONS, LL	1245316	BLADE	07/14/2025	74.31	74.31	09/29/2025
	FRONTLINE AG SOLUTIONS, LL		NIPPLE/COUPLER	09/03/2025	15.03-	15.03-	09/12/2025
2516	FRONTLINE AG SOLUTIONS, LL	1266449	BLADE	09/03/2025	95.40	95.40	09/12/2025
To	otal FRONTLINE AG SOLUTIONS, LL	C:			154.68	154.68	
GALLA	TIN COUNTY						
10007	GALLATIN COUNTY	119635	DISPOSAL	08/07/2025	698.00	698.00	09/17/2025
10007	GALLATIN COUNTY	119786	DISPOSAL	08/13/2025	2,170.00	2,170.00	09/17/2025
10007	GALLATIN COUNTY	119818	DISPOSAL	08/14/2025	1,830.00	1,830.00	09/17/2025
10007	GALLATIN COUNTY	119858	DISPOSAL	08/15/2025	1,591.00	1,591.00	09/17/2025
10007	GALLATIN COUNTY	119906	DISPOSAL	08/18/2025	693.00	693.00	09/17/2025
10007 10007	GALLATIN COUNTY GALLATIN COUNTY	120023 120055	DISPOSAL DISPOSAL	08/21/2025	1,435.00 741.00	1,435.00 741.00	09/17/2025 09/17/2025
10007	GALLATIN COUNTY GALLATIN COUNTY	120055	DISPOSAL	08/22/2025 08/27/2025	2,558.00	2,558.00	09/17/2025
10007	GALLATIN COUNTY	120199	DISPOSAL	08/28/2025	2,207.00	2,207.00	09/17/2025
To	otal GALLATIN COUNTY:				13,923.00	13,923.00	

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	AL DISTRIBUTING COMPANY GENERAL DISTRIBUTING COM	0001545992	NITROUS	08/31/2025	211.44	211.44	09/12/2025
	otal GENERAL DISTRIBUTING COMP			00/01/2020	211.44	211.44	00/12/2020
GOGOV 10006	GOGOV	25-523	CODE ENFORECEMENT SUB	08/01/2025	5,664.00	5,664.00	09/12/2025
To	otal GOGOV:				5,664.00	5,664.00	
GUY'S	GLASS, INC.						
529	GUY'S GLASS, INC.	16808-D	POLYCARBONATE	06/30/2025	140.00	140.00	09/29/2025
To	otal GUY'S GLASS, INC.:				140.00	140.00	
HANSEI	R'S AUTOMOTIVE & WRECKER						
1687	HANSER'S AUTOMOTIVE & WR	LIV6669	Towing-DODGE	08/26/2025	100.00	100.00	09/12/2025
1687	HANSER'S AUTOMOTIVE & WR	LIV6949	Towing	09/22/2025	100.00	100.00	09/29/2025
1687	HANSER'S AUTOMOTIVE & WR	LIV6950	Towing	09/22/2025	100.00	100.00	09/29/2025
To	otal HANSER'S AUTOMOTIVE & WR	ECKER:			300.00	300.00	
HAWKIN	NS, INC						
470	HAWKINS, INC	7196702	Chlorine	09/15/2025	10.00	10.00	09/29/2025
470	HAWKINS, INC	7197197	ChloIRINE	09/15/2025	90.00	90.00	09/29/2025
To	otal HAWKINS, INC:				100.00	100.00	
HIGH C	OUNTRY WILDLIFE CONTROL						
10002	HIGH COUNTRY WILDLIFE CON	36926	PEST CONTROL	08/25/2025	210.00	210.00	09/12/2025
To	otal HIGH COUNTRY WILDLIFE CON	ITROL:			210.00	210.00	
HORIZO	ON AUTO PARTS						
1920	HORIZON AUTO PARTS	040139	OIL	08/26/2025	5.69	5.69	09/29/2025
1920	HORIZON AUTO PARTS	040726	PRESURE WASHER	09/03/2025	23.99	23.99	09/29/2025
1920	HORIZON AUTO PARTS	040791	PRESSURE WASHER	09/04/2025	23.99-	23.99-	09/29/2025
1920	HORIZON AUTO PARTS	041885	15W40	09/17/2025	46.45	46.45	09/29/2025
To	otal HORIZON AUTO PARTS:				52.14	52.14	
IMAGE	TREND, INC						
	IMAGE TREND, INC	PS-INV117105	ANNNUAL FEE	07/16/2025	2,786.89	2,786.89	09/17/2025
3704	IMAGE TREND, INC	PS-INV117105	ANNNUAL FEE	07/16/2025	2,786.90	2,786.90	09/17/2025
To	otal IMAGE TREND, INC:				5,573.79	5,573.79	
JULIE R	RAMLJAK						
10006	JULIE RAMLJAK	2025.8.27	REIMB	08/27/2025	176.72	176.72	09/12/2025
To	otal JULIE RAMLJAK:				176.72	176.72	
KELLEY	CREATE						
10006	KELLEY CREATE	40171494	AGREEMENT 112-3075248	09/22/2025	591.13	591.13	09/29/2025
10006	KELLEY CREATE	IN2072045	JH16535	09/03/2025	83.82	83.82	09/12/2025
10006	KELLEY CREATE	IN2072169	JH13332	09/03/2025	28.56	28.56	09/12/2025
10006	KELLEY CREATE	IN2072169	JH13332	09/03/2025	28.56	28.56	09/12/2025

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			Report dates: 9/11/2025-10/1/20	J23			OCI 02, 2025
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10006	KELLEY CREATE	IN2072169	JH13332	09/03/2025	28.56	28.56	09/12/2025
10006	KELLEY CREATE	IN2072169	JH133332	09/03/2025	28.58	28.58	09/12/2025
10006	KELLEY CREATE	IN2072703	JH13670-4	09/03/2025	1,980.00	1,980.00	09/12/2025
10006	KELLEY CREATE	IN2089344	jh13670	09/24/2025	103.93	103.93	09/29/2025
To	otal KELLEY CREATE:				2,873.14	2,873.14	
KEN'S	EQUIPMENT REPAIR, INC						
1390	KEN'S EQUIPMENT REPAIR, IN	64992	G-1 REPAIR	08/18/2025	6,952.35	6,952.35	09/29/2025
1390	KEN'S EQUIPMENT REPAIR, IN	65195	TRANSFER TRK REPAIR	08/15/2025	289.90	289.90	09/29/2025
1390	KEN'S EQUIPMENT REPAIR, IN	65218	WATER	08/19/2025	127.50	127.50	09/29/2025
1390	KEN'S EQUIPMENT REPAIR, IN	65236	HOSE FITTING	08/26/2025	171.55	171.55	09/29/2025
1390	KEN'S EQUIPMENT REPAIR, IN	65286	TRAILER REPAIR	08/27/2025	3,210.00	3,210.00	09/29/2025
To	otal KEN'S EQUIPMENT REPAIR, INC	C:			10,751.30	10,751.30	
KNIFE I	RIVER						
8	KNIFE RIVER	968559	Plant Mix	09/12/2025	1,058.20	1,058.20	09/29/2025
To	otal KNIFE RIVER:				1,058.20	1,058.20	
KOIS B	ROTHERS EQUIPMENT COMPANY	INC					
10007	KOIS BROTHERS EQUIPMENT	600688	SPILL KIT	08/29/2025	871.91	871.91	09/29/2025
To	otal KOIS BROTHERS EQUIPMENT	COMPANY INC:			871.91	871.91	
LEHRK	IND'S COCA-COLA						
2830	LEHRKIND'S COCA-COLA	2237283	Water	09/02/2025	13.50	13.50	09/12/2025
2830	LEHRKIND'S COCA-COLA	2237301	Water	09/02/2025	42.00	42.00	09/12/2025
2830	LEHRKIND'S COCA-COLA	2271619	Water	07/23/2025	52.50	52.50	09/12/2025
2830	LEHRKIND'S COCA-COLA	2271629	Water	07/23/2025	54.00	54.00	09/12/2025
2830	LEHRKIND'S COCA-COLA	2274492	Water	08/06/2025	42.50	42.50	09/12/2025
2830	LEHRKIND'S COCA-COLA	2278326	Water	08/20/2025	43.00	43.00	09/12/2025
To	otal LEHRKIND'S COCA-COLA:				247.50	247.50	
LIVING	STON BUSINESS IMPROVEMENT						
3370	LIVINGSTON BUSINESS IMPRO	2025.8	2ND HALF FY 25	08/31/2025	16,623.30	16,623.30	09/29/2025
To	otal LIVINGSTON BUSINESS IMPRO	VEMENT:			16,623.30	16,623.30	
LIVING	STON HEALTH CARE						
	LIVINGSTON HEALTH CARE	2025.9.2	MEDICAL DIRECTOR SERIVCES	09/02/2025	1,250.00	1,250.00	09/12/2025
To	otal LIVINGSTON HEALTH CARE:				1,250.00	1,250.00	
LIVING	RTON WEST LLC						
10005	STON WEST LLC LIVINGSTON WEST LLC	2025.9	TIF WORK	09/01/2025	157,080.68	157,080.68	09/12/2025
To	otal LIVINGSTON WEST LLC:				157,080.68	157,080.68	
M DESI	GN GROUP						
10008	M DESIGN GROUP	5183	LOGO DESIGN	09/16/2025	1,500.00	1,500.00	09/29/2025
To	otal M DESIGN GROUP:				1,500.00	1,500.00	

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MASTE	RCARD				-		
3184	MASTERCARD	2025_07 CHAB	Comp Update - Chabalowski	08/01/2025	299.88	299.88	08/13/2025
3184	MASTERCARD	2025_07 CHAB	Tablet Mount E-1	08/01/2025	25.98	25.98	08/13/2025
3184	MASTERCARD	2025_07 CHAB	Accountability Tags	08/01/2025	13.73	13.73	08/13/2025
3184	MASTERCARD	2025_07 CHAB	Net Storage Rescue	08/01/2025	12.98	12.98	08/13/2025
3184	MASTERCARD	2025_07 CHAB	Postage	08/01/2025	24.85	24.85	08/13/2025
3184	MASTERCARD	2025_07 CHAB	Ipad Case	08/01/2025	22.39	22.39	08/13/2025
3184	MASTERCARD	2025_07 CHAB	Rescue Fire Blanket	08/01/2025	18.99	18.99	08/13/2025
3184	MASTERCARD	2025_07 CHAB	Int Compart R-1	08/01/2025	84.00	84.00	08/13/2025
3184	MASTERCARD	2025_07 CHAB	R&M Supplies - Kitchen	08/01/2025	199.99	199.99	08/13/2025
3184	MASTERCARD	2025_07 CHAB	Hazmat Equipment	08/01/2025	2,242.00	2,242.00	08/13/2025
3184	MASTERCARD	2025_07 CHAB	Uniforms - Female PT	08/01/2025	50.98	50.98	08/13/2025
3184	MASTERCARD	2025_07 CHAB	R&M Computer - Chabalowski	08/01/2025	15.00	15.00	08/13/2025
3184	MASTERCARD	2025_07 DELA	Signs for Park	08/01/2025	636.60	636.60	08/13/2025
3184	MASTERCARD	2025_07 DEM	Magnetic clipboards for Station ho	08/01/2025	29.99	29.99	08/13/2025
3184	MASTERCARD	2025_07 DEM	Whiteboard for Fire Station house	08/01/2025	72.99	72.99	08/13/2025
3184	MASTERCARD	2025_07 DEM	Pickle Barrel - Lunch for Police 4t	08/01/2025	210.10	210.10	08/13/2025
3184	MASTERCARD	2025_07 DEM	Albertsons Cake for new Fire fight	08/01/2025	26.99	26.99	08/13/2025
3184	MASTERCARD	2025_07 DEM	Magnetic tape for Fire Station Hou	08/01/2025	5.99	5.99	08/13/2025
3184	MASTERCARD	2025_07 DEM	Flash drives for Jail booking video	08/01/2025	10.30	10.30	08/13/2025
3184	MASTERCARD	2025_07 DEM	Thank you / Christmas Cards for	08/01/2025	225.57	225.57	08/13/2025
3184	MASTERCARD	2025_07 DEM	Flash drives bulk pack for Jail boo	08/01/2025	15.88	15.88	08/13/2025
3184	MASTERCARD	2025_07 FETT	TRAVEL - GFOA ANNUAL CONF	08/01/2025	40.00	40.00	08/13/2025
3184	MASTERCARD	2025_07 FETT	MEALS - GFOA ANNUAL CONFE	08/01/2025	16.36	16.36	08/13/2025
3184	MASTERCARD	2025_07 FETT	MEALS - GFOA ANNUAL CONFE	08/01/2025	8.38	8.38	08/13/2025
3184	MASTERCARD	2025_07 FETT	LODGING - GFOA ANNUAL CON	08/01/2025	1,073.69	1,073.69	08/13/2025
3184	MASTERCARD	2025_07 FETT	TRAVEL - GFOA ANNUAL CONF	08/01/2025	7.60	7.60	08/13/2025
3184	MASTERCARD	2025_07 FETT	MEALS - GFOA ANNUAL CONFE	08/01/2025	52.48	52.48	08/13/2025
3184	MASTERCARD	2025_07 FETT	MEALS - GFOA ANNUAL CONFE	08/01/2025	37.30	37.30	08/13/2025
3184	MASTERCARD	2025_07 FETT	TRAVEL - GFOA ANNUAL CONF	08/01/2025	20.84	20.84	08/13/2025
3184	MASTERCARD	2025 07 FETT	PHONE CASE & EARBUDS	08/01/2025	16.28	16.28	08/13/2025
3184	MASTERCARD	2025_07 FETT	STAFF APPRECIATION	08/01/2025	112.80	112.80	08/13/2025
3184	MASTERCARD	2025_07 FETT	CLASSIFICATION FOLDERS	08/01/2025	20.91	20.91	08/13/2025
3184	MASTERCARD	2025_07 FETT	FAN & HANDWASH	08/01/2025	148.13	148.13	08/13/2025
3184	MASTERCARD	2025_07 FETT	MCRT VEHICLE REGISTRATION	08/01/2025	57.46	57.46	08/13/2025
3184	MASTERCARD	2025 07 GAG	Monthly Subscription (MailChimp)	08/01/2025	60.00	60.00	08/13/2025
3184	MASTERCARD	2025_07 GAG	Monthly Subscription (ChatGPT)	08/01/2025	20.00	20.00	08/13/2025
3184		2025 07 GAG	Annual Subscription	08/01/2025	404.93	404.93	08/13/2025
3184	MASTERCARD	2025_07 GAG	Monthly Subscription (Zoom)	08/01/2025	40.00	40.00	08/13/2025
3184	MASTERCARD	2025_07 GAG	2025 League Annual Meeting	08/01/2025	210.00	210.00	08/13/2025
3184	MASTERCARD	2025_07 GAR	Solid Waste R&M Supplies	08/01/2025	68.94	68.94	08/13/2025
3184	MASTERCARD	2025_07 GILB	LFR Helmet Decals	08/01/2025	94.00	94.00	08/13/2025
3184	MASTERCARD	2025_07 GILB	Gas Meter Calibrate	08/01/2025	1,070.69	1,070.69	08/13/2025
3184	MASTERCARD	2025_07 GILB	LFR Coins	08/01/2025	626.00	626.00	08/13/2025
3184	MASTERCARD	2025_07 GILB	Wildland Fire PPE	08/01/2025	2,933.10	2,933.10	08/13/2025
3184	MASTERCARD	2025_07 GILB	Reserve - Ops - Patches	08/01/2025	1,108.00	1,108.00	08/13/2025
3184	MASTERCARD	2025_07 GLAS	CTO Class	08/01/2025	525.00	525.00	08/13/2025
3184	MASTERCARD	2025_07 GLAS	Fax	08/01/2025	34.99	34.99	08/13/2025
3184	MASTERCARD	2025_07 GLAS	Transaction Fee	08/01/2025	.31	.31	08/13/2025
3184	MASTERCARD	2025_07 GEAG	subscription	08/01/2025	130.00	130.00	08/13/2025
3184	MASTERCARD	2025_07 GRA 2025_07 GRA	subscription	08/01/2025	1.17	1.17	08/13/2025
3184	MASTERCARD	2025_07 GRA 2025_07 GRA	postage to 82901; 59101	08/01/2025	9.51	9.51	08/13/2025
3184	MASTERCARD	2025_07 GRA 2025_07 GRA	ww fluid	08/01/2025	5.29	5.29	08/13/2025
3184	MASTERCARD	-	3 books				
		2025_07 GRA		08/01/2025	30.17	30.17	08/13/2025
3184	MASTERCARD MASTERCARD	2025_07 GRA	tape	08/01/2025	15.99	15.99 27.74	08/13/2025
3184	MASTERCARD	2025_07 GRA	tape	08/01/2025	27.74	27.74	08/13/2025
3184	MASTERCARD	2025_07 GRA	oil change	08/01/2025	70.91	70.91	08/13/2025

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2025_07 GRA	postage to 80033	08/01/2025	6.88	6.88	08/13/2025
3184	MASTERCARD	2025_07 GRA	shampoo all fabric furniture	08/01/2025	750.00	750.00	08/13/2025
3184	MASTERCARD	2025_07 GRA	1 book	08/01/2025	7.74	7.74	08/13/2025
3184	MASTERCARD	2025_07 GRA	tape	08/01/2025	20.58	20.58	08/13/2025
3184	MASTERCARD	2025_07 GRA	postage to 59722	08/01/2025	4.96	4.96	08/13/2025
3184	MASTERCARD	2025_07 GRA	32 books	08/01/2025	435.54	435.54	08/13/2025
3184	MASTERCARD	2025_07 GRA	1 book	08/01/2025	15.00	15.00	08/13/2025
3184	MASTERCARD	2025_07 GRA	2 books	08/01/2025	12.96	12.96	08/13/2025
3184	MASTERCARD	2025_07 GRA	2 books	08/01/2025	25.18	25.18	08/13/2025
3184	MASTERCARD	2025_07 GRA	postage to 83263	08/01/2025	4.25	4.25	08/13/2025
3184	MASTERCARD	-	staple gun, staples	08/01/2025	20.48	20.48	08/13/2025
3184	MASTERCARD	2025_07 GRA		08/01/2025	9.21	9.21	08/13/2025
3184	MASTERCARD	2025_07 GRA	postage to 57117; 82801		111.96		08/13/2025
		2025_07 GRA	fan; pens	08/01/2025		111.96	08/13/2025
3184	MASTERCARD	2025_07 GRA	bungees; hardware	08/01/2025	5.83	5.83	
3184	MASTERCARD	2025_07 GRA	postage to 59101	08/01/2025	4.96	4.96	08/13/2025
3184	MASTERCARD	2025_07 GRA	postage to 57117; 59635; 59405	08/01/2025	13.46	13.46	08/13/2025
3184	MASTERCARD	2025_07 GRA	address labels	08/01/2025	19.70	19.70	08/13/2025
3184	MASTERCARD	2025_07 GRA	utilities	08/01/2025	174.86	174.86	08/13/2025
3184	MASTERCARD	2025_07 HAPP	stamps	08/01/2025	219.00	219.00	08/13/2025
3184	MASTERCARD	2025_07 HAR	training	08/01/2025	219.00	219.00	08/13/2025
3184	MASTERCARD	2025_07 HOFF	Aircard for engine one	08/01/2025	44.00	44.00	08/13/2025
3184	MASTERCARD	2025_07 HOFF	Transaction Fee	08/01/2025	.40	.40	08/13/2025
3184	MASTERCARD	2025_07 HOL	Water Operating Supplies	08/01/2025	254.55	254.55	08/13/2025
3184	MASTERCARD	2025_07 HOL	Streets Operating Supplies	08/01/2025	254.55	254.55	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Water Vehicle R&M Supplies	08/01/2025	367.67	367.67	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Street Vehicle R&M Supplies	08/01/2025	351.49	351.49	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Sewer Operating Supplies	08/01/2025	33.60	33.60	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Water Vehicle R&M Supplies	08/01/2025	150.91	150.91	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Water Operating Supplies	08/01/2025	89.97	89.97	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Sewer Operating Supplies	08/01/2025	89.97	89.97	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Parks Janitorial Supplies	08/01/2025	8.29	8.29	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Streets Janitorial Supplies	08/01/2025	8.30	8.30	08/13/2025
3184	MASTERCARD	2025_07 KINNI	WRF Janitorial Supplies	08/01/2025	8.30	8.30	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Water Janitorial Supplies	08/01/2025	8.30	8.30	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Solid Waste Janitorial Supplies	08/01/2025	8.30	8.30	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Transfer Station Operating Sup.	08/01/2025	56.73	56.73	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Parks Janitorial Supplies	08/01/2025	4.71	4.71	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Streets Janitorial Supplies	08/01/2025	4.71	4.71	08/13/2025
3184	MASTERCARD	2025_07 KINNI	WRF Janitorial Supplies	08/01/2025	4.71	4.71	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Water Janitorial Supplies	08/01/2025	4.71	4.71	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Solid Waste Janitorial Supplies	08/01/2025	4.72	4.72	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Parks R&M Supplies	08/01/2025	129.45	129.45	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Streets R&M Supplies	08/01/2025	129.45	129.45	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Solid Waste R&M Supplies	08/01/2025	129.46	129.46	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Water R&M Supplies	08/01/2025	129.46	129.46	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Sewer R&M Supplies	08/01/2025	129.46	129.46	08/13/2025
3184	MASTERCARD	2025 07 KINNI	Transfer Station Operating Sup.	08/01/2025	29.99	29.99	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Transfer Station Operating Sup.	08/01/2025	6.99	6.99	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Water Operating Supplies	08/01/2025	29.39	29.39	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Water Vehicle R&M Supplies	08/01/2025	209.69	209.69	08/13/2025
			• •				
3184	MASTERCARD	2025_07 KINNI	Water Operating Supplies	08/01/2025	119.84	119.84	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Sewer R&M Supplies	08/01/2025	36.55	36.55	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Quarterly Safety Committee Mtg.	08/01/2025	16.80	16.80	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Quarterly Safety Committee Mtg.	08/01/2025	16.80	16.80	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Quarterly Safety Committee Mtg.	08/01/2025	16.80	16.80	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Quarterly Safety Committee Mtg.	08/01/2025	16.80	16.80	08/13/2025
3184	MASTERCARD	2025_07 KINNI	Quarterly Safety Committee Mtg.	08/01/2025	16.80	16.80	08/13/2025

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Vendor Vendor Name Invoice Number Description Invoice Date Net **Amount Paid** Date Paid Invoice Amount 3184 MASTERCARD 2025 07 KINNI Solid Waste Vehicle R&M Supplie 08/01/2025 489.05 489.05 08/13/2025 3184 MASTERCARD 2025 07 PURK June Medwrite 08/01/2025 3.320.67 3.320.67 08/13/2025 3184 MASTERCARD 2025 07 PURK Caselle Conference - Purkett 08/01/2025 649.00 649.00 08/13/2025 3184 MASTERCARD 2025 07 PURK Caselle Conference - Lembcke 08/01/2025 216.34 216.34 08/13/2025 3184 MASTERCARD 2025 07 PURK Caselle Conference - Lembcke 08/01/2025 216.33 08/13/2025 216.33 2025 07 PURK Caselle Conference - Lembcke 3184 MASTERCARD 08/01/2025 216.33 216.33 08/13/2025 2025 07 SEVE monthly subscription 08/01/2025 56.59 08/13/2025 3184 MASTERCARD 56.59 3184 MASTERCARD 2025_07 SKAG Parks Operating R&M Supplies 08/01/2025 299 22 299.22 08/13/2025 3184 MASTERCARD 2025_07 SKAG Parks Operating R&M Supplies 08/01/2025 515.96 515.96 08/13/2025 3184 MASTERCARD 2025_07 SKAG Parks Operating R&M Supplies 08/01/2025 71.52 71.52 08/13/2025 3184 MASTERCARD 2025 07 SKAG Parks Operating Weed Control 08/01/2025 30.99 30.99 08/13/2025 3184 MASTERCARD 2025_07 SKAG Parks Operating Supplies 08/01/2025 118.56 118.56 08/13/2025 3184 MASTERCARD 2025_07 SKAG Parks Operating Supplies 08/01/2025 50.65 50.65 08/13/2025 3184 MASTERCARD 2025 07 SKAG Parks Operating Supplies 08/01/2025 190.00 190.00 08/13/2025 3184 MASTERCARD 2025 07 SKAG Pool Operating R&M Supplies 08/01/2025 24.85 08/13/2025 24.85 3184 MASTERCARD 2025 07 TARR 08/01/2025 200.00 200.00 08/13/2025 Equipment 3184 MASTERCARD 2025 07 TARR NFI Official Renewal 08/01/2025 25 00 08/13/2025 25 00 3184 MASTERCARD 2025_07 TARR Pool Supplies 08/01/2025 110.39 110.39 08/13/2025 3184 MASTERCARD 2025_07 TARR Scheduling Tool Pool 08/01/2025 30.84 30.84 08/13/2025 3184 MASTERCARD 2025_07 TARR Mobile Rec 08/01/2025 82 49 82.49 08/13/2025 3184 MASTERCARD 2025_07 TARR School Supply Giveaway 08/01/2025 118.99 118.99 08/13/2025 MASTERCARD 2025 07 TARR School Supply Giveaway 244.78 244.78 08/13/2025 3184 08/01/2025 3184 MASTERCARD 2025 07 TARR School Supply Giveaway 08/01/2025 80.19 80.19 08/13/2025 3184 MASTERCARD 2025_07 TARR School Supply Giveaway 08/01/2025 196.75 196.75 08/13/2025 3184 MASTERCARD 2025 07 TARR School Supply Giveaway 08/01/2025 60 40 60.40 08/13/2025 3184 MASTERCARD 2025 07 TARR School Supply Giveaway 08/13/2025 08/01/2025 8.04 8.04 3184 MASTERCARD 2025_07 TARR School Supply Giveaway 08/01/2025 27 98 27 98 08/13/2025 3184 MASTERCARD 2025 07 TARR School Supply Giveaway 08/01/2025 77 40 77 40 08/13/2025 3184 MASTERCARD 2025_07 TARR Office Supplies 08/01/2025 17 35 17.35 08/13/2025 3184 MASTERCARD 2025 07 TARR School Supply Giveaway 08/01/2025 174 90 174 90 08/13/2025 3184 MASTERCARD 2025_07 TARR School Supply Giveaway 08/01/2025 47.92 47.92 08/13/2025 3184 MASTERCARD 2025_07 TARR Communication Tool 08/01/2025 20.00 20.00 08/13/2025 3184 MASTERCARD 2025 07 TARR Night Owl Logo Design 08/01/2025 19.00 19.00 08/13/2025 Night Owl Logo Design 3184 MASTERCARD 2025 07 TARR 110.00 08/13/2025 08/01/2025 110.00 3184 MASTERCARD 2025 07 TARR Flag Football Promotion 08/01/2025 45.72 45.72 08/13/2025 3184 MASTERCARD 2025 07 TIDW WRF- R&M Supplies 08/01/2025 105.80 105.80 08/13/2025 3184 MASTERCARD 2025 07 TIDW WRF- Operating Supplies 08/01/2025 1,242.48 1,242.48 08/13/2025 3184 MASTERCARD WRF- R&M Computer/Office 19.98 08/13/2025 2025 07 TIDW 08/01/2025 19.98 WRF- R&M Supplies General 3184 MASTERCARD 2025 07 TIDW 795.09 08/13/2025 08/01/2025 795.09 3184 MASTERCARD WRF- R&M Supplies 2025 07 TIDW 08/13/2025 08/01/2025 61.19 61.19 MASTERCARD 2025 07 TIDW 116.53 3184 WRF- R&M Supplies 08/01/2025 116.53 08/13/2025 3184 MASTERCARD 2025_07 TIDW WRF- R&M Supplies 08/01/2025 79.99 79.99 08/13/2025 3184 MASTERCARD 2025 07 TIDW WRF- R&M Supplies 08/01/2025 449.95 449.95 08/13/2025 MASTERCARD 2025 07 TIDW WRF- Vehicle R&M Supplies 26.20 08/13/2025 3184 08/01/2025 26.20 3184 MASTERCARD 2025_07 TIDW WRF- Vehicle R&M Supplies 08/01/2025 26.20 26.20 08/13/2025 MASTERCARD 2025 07 TIDW WRF- R&M Supplies 08/01/2025 16.99 16.99 08/13/2025 3184 MASTERCARD 2025_07 TIDW WRF- Computer Hardware 08/01/2025 749.99 749.99 08/13/2025 3184 MASTERCARD 2025 07 TIDW WRF- R&M Supplies 08/01/2025 298.88 298.88 08/13/2025 3184 MASTERCARD 2025 07 TIDW WRF- R&M Supplies 08/01/2025 259.97 08/13/2025 259.97 2025_07 TIDW 3184 MASTERCARD WRF- R&M Supplies General 08/01/2025 275.00 275.00 08/13/2025 08/01/2025 3184 MASTERCARD 2025 07 TOW Water-Vehcile R&M Supplies 49.27 08/13/2025 49.27 3184 MASTERCARD 2025_07 TOW Water Vehicle R&M Supplies 08/01/2025 103.81 103.81 08/13/2025 Total MASTERCARD: 31.189.84 31.189.84 MED ONE CAPITAL FUNDING LLC 10007 MED ONE CAPITAL FUNDING LL M00359559 LEASE CMS075884 09/16/2025 405.00 405.00 09/29/2025

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CITY OF LIVINGSTON

Payment Approval Report - Claims Approval - Commission Meeting Report dates: 9/11/2025-10/1/2025

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
To	otal MED ONE CAPITAL FUNDING LL	.C:			405.00	405.00	
MICRO	COMM						
10000	MICROCOMM	20600	CONTROL PANEL WELLS	08/21/2025	5,788.85	5,788.85	09/12/2025
10000	MICROCOMM	20652	RADIO	08/28/2025	1,193.51	1,193.51	09/29/2025
10000	MICROCOMM	20668	MODEM	09/03/2025	2,539.73	2,539.73	09/29/2025
To	otal MICROCOMM:				9,522.09	9,522.09	
MIDWA	Y RENTAL, INC.						
3040	MIDWAY RENTAL, INC.	2127942-0001	DOLLY SAFE	09/04/2025	41.20	41.20	09/29/2025
3040	MIDWAY RENTAL, INC.	2128304-0001	FORKLIFT TO LOCKERS REMO	09/03/2025	360.50	360.50	09/12/2025
3040	MIDWAY RENTAL, INC.	2129490-0001	LIGHT TOWER	09/08/2025	195.55	195.55	09/17/2025
To	otal MIDWAY RENTAL, INC.:				597.25	597.25	
MILLER	ROOFING & CONTRACTING INC						
10008	MILLER ROOFING & CONTRAC	2104	REC CENTER REPAIR	08/27/2025	33,925.00	33,925.00	09/12/2025
To	otal MILLER ROOFING & CONTRACT	TING INC:			33,925.00	33,925.00	
MISC							
99999	MISC	2025.9.1	OVERPAYMENT - FIRELINES	09/16/2025	17.00	17.00	09/29/2025
99999	MISC	2025.9.16	ReFUNG 2ND ST PARKING	09/16/2025	600.00	600.00	09/29/2025
99999	MISC	2025.9.16.1	ReFUND 2ND ST PARKING	09/16/2025	60.00	60.00	09/29/2025
99999	MISC	2025.9.16.2	ReFUND 2ND ST PARKING	09/16/2025	60.00	60.00	09/29/2025
99999	MISC	2025.9.16.3	ReFUND 2ND ST PARKING	09/16/2025	125.00	125.00	09/29/2025
99999	MISC	2025.9.16.5	ReFUND 2ND ST PARKING	09/16/2025	90.00	90.00	09/29/2025
99999	MISC	2025.9.16.6	ReFUND 2ND ST PARKING	09/16/2025	30.00	30.00	09/29/2025
99999	MISC	2025.9.16.7	ReFUND 2ND ST PARKING	09/16/2025	150.00	150.00	09/29/2025
99999	MISC	2025.9.9	Refund MEMORIAL BENCH	09/09/2025	1,200.00	1,200.00	09/17/2025
99999	MISC	CR2022-0011	Bond Refund	09/19/2025	500.00	500.00	09/19/2025
99999	MISC	CR2022-0011.2	RESTITUTION	09/19/2025	5.67	5.67	09/19/2025
99999	MISC	TK2024-0398	Bond Refund	09/19/2025	250.00	250.00	09/19/2025
To	otal MISC:				3,087.67	3,087.67	
MOBILE	E REPAIR & WELDING, INC						
10	MOBILE REPAIR & WELDING, IN	36771	HYDRANT TOOL FAB	08/15/2025	6.84	6.84	09/12/2025
10	MOBILE REPAIR & WELDING, IN	36787	WELDING	08/20/2025	220.34	220.34	09/29/2025
To	otal MOBILE REPAIR & WELDING, IN	IC:			227.18	227.18	
MONTA	NA FIRST RESPONDER PSYCHOLO	OGICAL SE					
10007	MONTANA FIRST RESPONDER	1081	TRAINING	09/09/2025	125.00	125.00	09/17/2025
To	otal MONTANA FIRST RESPONDER	PSYCHOLOGICAI	_SE:		125.00	125.00	
MONTA	NA LIBRARY ASSOC						
3657	MONTANA LIBRARY ASSOC	2025.9	Fall Retreat 2025-Grady	09/01/2025	195.00	195.00	09/17/2025
	MONTANA LIBRARY ASSOC	2025.9.1	Fall Retreat 2025-alkire	09/01/2025	225.00	225.00	09/17/2025
To	otal MONTANA LIBRARY ASSOC:				420.00	420.00	
MONTA	NA LINEN SUPPLY LLC						
10007	MONTANA LINEN SUPPLY LLC	513288	MATS REC CENTER	06/06/2025	132.35	132.35	09/29/2025

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10007	MONTANA LINEN SUPPLY LLC	521161	MAT-LIBRARY	07/18/2025	55.27	55.27	09/29/2025
10007	MONTANA LINEN SUPPLY LLC	522489	BENNETT MATS	07/25/2025	9.31	9.31	09/29/2025
10007	MONTANA LINEN SUPPLY LLC	522489	BENNETT MATS	07/25/2025	9.31	9.31	09/29/2025
10007	MONTANA LINEN SUPPLY LLC	522489	BENNETT MATS	07/25/2025	9.31	9.31	09/29/2025
10007	MONTANA LINEN SUPPLY LLC	522489	BENNETT MATS	07/25/2025	9.32	9.32	09/29/2025
10007	MONTANA LINEN SUPPLY LLC	523840	MATS REC CENTER	08/01/2025	132.35	132.35	09/29/2025
10007	MONTANA LINEN SUPPLY LLC	530580	CITY HALL	09/05/2025	126.95	126.95	09/12/2025
10007	MONTANA LINEN SUPPLY LLC	530592	REC CENTER	09/05/2025	134.34	134.34	09/12/2025
10007	MONTANA LINEN SUPPLY LLC	531942	MATS	09/12/2025	56.10	56.10	09/29/2025
10007	MONTANA LINEN SUPPLY LLC	533292	MATS CITY HALL	09/19/2025	126.95	126.95	09/29/2025
10007	MONTANA LINEN SUPPLY LLC	533295	BENNETT ST MATTS	09/19/2025	17.81	17.81	09/29/2025
10007	MONTANA LINEN SUPPLY LLC	533295	BENNETT ST MATS	09/19/2025	17.82	17.82	09/29/2025
10007	MONTANA LINEN SUPPLY LLC	533295	BENNETT ST MATS	09/19/2025	17.81	17.81	09/29/2025
10007	MONTANA LINEN SUPPLY LLC	533295	BENNETT ST MATS	09/19/2025	17.81	17.81	09/29/2025
To	otal MONTANA LINEN SUPPLY LLC:				872.81	872.81	
мотог	ROLA						
2634	MOTOROLA	8282188210	MOBILE RADIO	08/22/2025	5,970.04	5,970.04	09/17/2025
To	otal MOTOROLA:				5,970.04	5,970.04	
MOUNT	AIN FRESH CLEANING						
10005	MOUNTAIN FRESH CLEANING	78	janitorial services	09/10/2025	2,800.00	2,800.00	09/17/2025
To	otal MOUNTAIN FRESH CLEANING:				2,800.00	2,800.00	
MSU EX	CTENSION SERVICE						
3275	MSU EXTENSION SERVICE	2602	ECONOMIC & COMMUNITY DEV	07/24/2025	10,000.00	10,000.00	09/29/2025
3275	MSU EXTENSION SERVICE	60	ECONOMIC & COMMUNITY DEV	09/08/2025	2,906.45	2,906.45	09/17/2025
To	otal MSU EXTENSION SERVICE:				12,906.45	12,906.45	
NORDI	C FIRE DEFENSE						
10006	NORDIC FIRE DEFENSE	1331	EXTINGUISHER	06/25/2025	120.00	120.00	09/12/2025
10006	NORDIC FIRE DEFENSE	1396	EXTINGUSIHER RECHARGE	09/18/2025	427.00	427.00	09/29/2025
To	otal NORDIC FIRE DEFENSE:				547.00	547.00	
NORTH	WESTERN ENERGY						
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	09/15/2025	187.16	187.16	09/29/2025
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	09/15/2025	187.15	187.15	09/29/2025
151	NORTHWESTERN ENERGY	0709794-2 202	WRF 316 Bennett	09/08/2025	339.11	339.11	09/29/2025
151	NORTHWESTERN ENERGY	0709796-7 202	97 View Vista Drive	09/15/2025	22.05	22.05	09/29/2025
151	NORTHWESTERN ENERGY	0709869-2 202	Carol Lane	09/15/2025	143.09	143.09	09/29/2025
151	NORTHWESTERN ENERGY	0709870-0 202	G Street Park - 422 S G	09/15/2025	83.85	83.85	09/29/2025
151	NORTHWESTERN ENERGY	0709871-8 202	Star Addition - Lights	09/15/2025	330.33	330.33	09/29/2025
151	NORTHWESTERN ENERGY	0709873-4 202	800 W Cambridge - Pump Station	09/15/2025	42.79	42.79	09/29/2025
151	NORTHWESTERN ENERGY	0709874-2 202	Werner Addition Pump	09/09/2025	762.38	762.38	09/29/2025
151		0709875-9 202	900 River Drive Pump	09/09/2025	3,976.07	3,976.07	09/29/2025
	NORTHWESTERN ENERGY		•	09/10/2025	2,411.67	2,411.67	09/29/2025
151	NORTHWESTERN ENERGY NORTHWESTERN ENERGY	0709876-7 202	132 South B Street - B St Well	03/10/2023	2,411.07	_,	
151 151		0709876-7 202 0709878-3 202	132 South B Street - B St Well227 River Drive - Concessions sta	09/10/2025	360.33	360.33	09/29/2025
151 151 151	NORTHWESTERN ENERGY						
151 151 151 151	NORTHWESTERN ENERGY NORTHWESTERN ENERGY NORTHWESTERN ENERGY	0709878-3 202	227 River Drive - Concessions sta	09/10/2025	360.33	360.33	09/29/2025
151 151 151 151 151	NORTHWESTERN ENERGY NORTHWESTERN ENERGY NORTHWESTERN ENERGY	0709878-3 202 0709879-1 202	227 River Drive - Concessions sta 227 River Drive - Softball Field	09/10/2025 09/10/2025	360.33 488.41	360.33 488.41	09/29/2025 09/29/2025
151 151 151 151 151 151	NORTHWESTERN ENERGY NORTHWESTERN ENERGY NORTHWESTERN ENERGY NORTHWESTERN ENERGY	0709878-3 202 0709879-1 202 0709891-6 202	227 River Drive - Concessions sta 227 River Drive - Softball Field 15 Fleshman Creek-Cemetery Wo	09/10/2025 09/10/2025 09/15/2025	360.33 488.41 38.32	360.33 488.41 38.32	09/29/2025 09/29/2025 09/29/2025 09/29/2025 09/29/2025

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Vendor Vendor Name Invoice Number Description Invoice Date Net **Amount Paid** Date Paid Invoice Amount 151 NORTHWESTERN ENERGY 0719058-0 202 3 Rogers Lane Lift Station 09/09/2025 90.86 09/29/2025 90.86 NORTHWESTERN ENERGY 330 Bennett 1/4 0720048-8 202 09/08/2025 193.09 193.09 09/29/2025 NORTHWESTERN ENERGY 0720048-8 202 330 Bennett 1/4 09/08/2025 193.09 193.09 09/29/2025 151 NORTHWESTERN ENERGY 0720048-8 202 330 Bennett 1/4 09/08/2025 193 11 193 11 09/29/2025 NORTHWESTERN ENERGY 0720176-7 202 Weimer Park 09/15/2025 132.88 132.88 09/29/2025 151 NORTHWESTERN ENERGY 1134866-1 202 N 2nd & Montana & Chinook 09/15/2025 50 29 09/29/2025 151 50 29 NORTHWESTERN ENERGY 1134879-4 202 N 7th & Montana & Chinook 09/29/2025 151 09/15/2025 32 17 32 17 NORTHWESTERN ENERGY 1155965-5 202 25 63 229 River Drive 09/15/2025 25 63 09/29/2025 151 NORTHWESTERN ENERGY 151 1290352-2 202 School Flasher Park & 13th 09/15/2025 12.43 12.43 09/29/2025 151 NORTHWESTERN ENERGY 1441030-2 202 D & Geyser Well House 09/10/2025 2,646.03 2,646.03 09/29/2025 NORTHWESTERN ENERGY 1452951-5 202 Starlow on Monroe 09/09/2025 270.24 270.24 09/29/2025 151 151 NORTHWESTERN ENERGY 1493850-0 202 412 W Callender 09/15/2025 56.58 56.58 09/29/2025 151 NORTHWESTERN ENERGY 1498936-2 202 190 & 89S-ing 09/15/2025 22.33 22.33 09/29/2025 151 NORTHWESTERN ENERGY 1594141-2 202 9th & 10th Lift Station 09/09/2025 60.06 60.06 09/29/2025 NORTHWESTERN ENERGY 1613803-4 202 M & N on Callender 09/15/2025 41.81 41.81 09/29/2025 151 NORTHWESTERN ENERGY 1728687-3 202 Transfer Station 408 Bennett Stre 09/08/2025 348.84 348.84 09/29/2025 151 NORTHWESTERN ENERGY 1747570-8 202 D & F on Callender 09/15/2025 26 50 26.50 09/29/2025 151 NORTHWESTERN ENERGY 1747572-4 202 F & G on Callender 09/15/2025 12 70 12 70 09/29/2025 151 600 W Park 151 NORTHWESTERN ENERGY 1893530-4 202 09/15/2025 45 94 45.94 09/29/2025 151 NORTHWESTERN ENERGY 1893536-1 202 E Street & Alley 09/15/2025 16.52 16.52 09/29/2025 151 NORTHWESTERN ENERGY 1893541-1 202 18 W Park 09/15/2025 75.02 75.02 09/29/2025 NORTHWESTERN ENERGY 1906055-7 202 815 North 13th - Soccer Fields (Irr 09/15/2025 2.24 2.24 09/29/2025 151 NORTHWESTERN ENERGY 900 W Geyser Street School Light 151 09/15/2025 22.48 22.48 09/29/2025 1100 W Geyser Street School Lig 151 NORTHWESTERN ENERGY 2023484-5 202 09/15/2025 22.48 22.48 09/29/2025 151 NORTHWESTERN ENERGY 2025.9.10 0107 228 W CALLENDER 09/10/2025 1 025 43 1 025 43 09/29/2025 NORTHWESTERN ENERGY 2114861-4 202 132 South B Street Lights 09/15/2025 120.97 120.97 09/29/2025 151 NORTHWESTERN ENERGY 2138754-3 202 G Street Park - Mike Webb Park 09/15/2025 425 77 425 77 09/29/2025 151 151 NORTHWESTERN ENERGY 2171060-3 202 Scale House 408 Bennett Street 09/15/2025 55 59 55 59 09/29/2025 151 NORTHWESTERN ENERGY 3015965-1 202 330 Bennett - Fire Training Center 09/15/2025 55.01 55.01 09/29/2025 09/29/2025 151 NORTHWESTERN ENERGY 3093003-6 202 114 West Summit 09/15/2025 19 10 19 10 151 NORTHWESTERN ENERGY 3093023-4 202 320 North Main 09/15/2025 6.44 6.44 09/29/2025 151 NORTHWESTERN ENERGY 3093027-5 202 105 West Park 09/15/2025 35.19 35.19 09/29/2025 151 NORTHWESTERN ENERGY 3141997-1 202 C & D on Lewis 09/15/2025 13.74 13.74 09/29/2025 NORTHWESTERN ENERGY 3184602-5 202 202 South 2nd 30.90 09/29/2025 151 09/15/2025 30.90 151 NORTHWESTERN ENERGY 3210240-2 202 616 River Drive 09/15/2025 23.05 23.05 09/29/2025 151 NORTHWESTERN ENERGY 3258086-2 202 2800 East Park Lift Station 09/15/2025 89.73 89.73 09/29/2025 151 NORTHWESTERN ENERGY 3258262-9 202 320 Alpenglow Lift Station 09/08/2025 232.96 232.96 09/29/2025 NORTHWESTERN ENERGY 3267010-1 202 330 Bennett - Compactor 09/08/2025 210.83 210.83 09/29/2025 151 NORTHWESTERN ENERGY 320 Alpendlow LN-09/15/2025 45.63 09/29/2025 151 3287727-6 202 45.63 NORTHWESTERN ENERGY 3386783-9 202 Btwn G and H on Clark 09/15/2025 09/29/2025 151 34 66 34 66 NORTHWESTERN ENERGY 3386845-6 202 Btwn Land K on Callender 26 76 151 09/15/2025 26 76 09/29/2025 151 NORTHWESTERN ENERGY 3386846-4 202 Btwn 7th and 8th on Summit 09/15/2025 9.12 9.12 09/29/2025 151 NORTHWESTERN ENERGY 3506014-4 202 Brookstone/Flm 09/15/2025 6.07 6.07 09/29/2025 NORTHWESTERN ENERGY 3566038-0 202 114 East Callender 34.34 34.34 09/29/2025 151 09/15/2025 151 NORTHWESTERN ENERGY 3566039-8 202 115 East Lewis 09/15/2025 30.90 30.90 09/29/2025 New WRF 316 Bennett 151 NORTHWESTERN ENERGY 3585235-9 202 09/08/2025 10.661.25 10.661.25 09/29/2025 151 NORTHWESTERN ENERGY 3643752-3 202 115 East Clark 09/15/2025 109.29 109.29 09/29/2025 NORTHWESTERN ENERGY 3643753-1 202 112 Fast Clark 09/15/2025 46.75 09/29/2025 151 46.75 NORTHWESTERN ENERGY 3678204-3 202 502 River Dr. Pmp 09/10/2025 515.18 515.18 09/29/2025 151 NORTHWESTERN ENERGY 3725873-8 202 340 Bennett 09/15/2025 39.12 39.12 09/29/2025 151 NORTHWESTERN ENERGY 3753023-5 202 276.83 276 83 151 410 Bennett Transfer St Shop 09/08/2025 09/29/2025 NORTHWESTERN ENERGY 3787060-7 202 151 Green Acres Lights 09/15/2025 84.93 84.93 09/29/2025 151 NORTHWESTERN ENERGY 3787427-8 202 Green Acres 09/15/2025 257.25 257.25 09/29/2025 151 NORTHWESTERN ENERGY 3828216-6 202 203 W Callender 09/15/2025 46.90 46.90 09/29/2025 NORTHWESTERN ENERGY 3837245-4 202 220 E PARK 09/11/2025 245.03 245.03 09/29/2025 151 3867654-0 202 2222 Willow Dr. Lt A 09/29/2025 NORTHWESTERN ENERGY 09/15/2025 41.04 41.04 151 NORTHWESTERN ENERGY 3913678-3 202 Green Acres Park -09/08/2025 333.41 333.41 09/29/2025

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	3950711-6 202	Scenic Drive & Sweetgrass Lane	09/15/2025	57.45	57.45	09/29/2025
151	NORTHWESTERN ENERGY	4094896-0 202	207 Antelope Drive LT (FedEx)	09/10/2025	22.05	22.05	09/29/2025
151	NORTHWESTERN ENERGY	4134094-4 202	200 E Reservoir	09/15/2025	61.37	61.37	09/29/2025
151	NORTHWESTERN ENERGY	4298969-9 202	408 BENNETT AUX	09/08/2025	32.00	32.00	09/29/2025
To	otal NORTHWESTERN ENERGY:				29,900.65	29,900.65	
O'REILI	LY AUTOMOTIVE, INC						
2437	O'REILLY AUTOMOTIVE, INC	1558-404652	WIPER MOTOR	09/16/2025	99.34	99.34	09/29/2025
To	otal O'REILLY AUTOMOTIVE, INC:				99.34	99.34	
PARK C	COUNTY HEALTH DEPT						
255	PARK COUNTY HEALTH DEPT	99	HP B MASSE & ANZICK	09/09/2025	100.00	100.00	09/29/2025
255	PARK COUNTY HEALTH DEPT	99	HP B MASSE & ANZICK	09/09/2025	100.00	100.00	09/29/2025
To	otal PARK COUNTY HEALTH DEPT:				200.00	200.00	
PARK COUNTY TREASURER - TECH							
1702	PARK COUNTY TREASURER - T	2025.8	Aug collections	08/29/2025	360.00	360.00	09/17/2025
To	otal PARK COUNTY TREASURER - T	ECH:			360.00	360.00	
PARK C	COUNTY TREASURER/M.L.E.A.						
2156	PARK COUNTY TREASURER/M.	2025.8.29	Aug collections	08/29/2025	420.00	420.00	09/17/2025
To	otal PARK COUNTY TREASURER/M.	L.E.A.:			420.00	420.00	
PEAK V	VATER SERVICES LLC						
10007	PEAK WATER SERVICES LLC	INVPWS4265	IMPELLER	07/31/2025	3,496.79	3,496.79	09/29/2025
To	otal PEAK WATER SERVICES LLC:				3,496.79	3,496.79	
PITNEY	BOWES						
10001	PITNEY BOWES	2025.8.6	POSTAGE	08/06/2025	1,000.00	1,000.00	08/07/2025
10001	PITNEY BOWES	3320957815	CITY HALL LEASE	06/26/2025	187.55	187.55	08/05/2025
10001	PITNEY BOWES	3320957815	CITY HALL LEASE	06/26/2025	187.55	187.55	08/05/2025
10001	PITNEY BOWES	3320957815	CITY HALL LEASE	06/26/2025	187.55	187.55	08/05/2025
To	otal PITNEY BOWES:				1,562.65	1,562.65	
POWER	RPLAN						
1868	POWERPLAN	W1877116	DIAGNOSTICS LOADER	09/09/2025	299.40	299.40	09/17/2025
To	otal POWERPLAN:				299.40	299.40	
PRESTIGE WORLDWIDE TECHNOLOGIES LLC							
3807	PRESTIGE WORLDWIDE TECH	2861	FITTINGS	07/11/2025	50.00	50.00	09/12/2025
To	otal PRESTIGE WORLDWIDE TECHI	NOLOGIES LLC:			50.00	50.00	
REPUBLIC SERVICES #670							
10000	REPUBLIC SERVICES #670	0670-0005476	DISPOSAL/RECYCLING	08/31/2025	40,913.79	40,913.79	09/29/2025
To	otal REPUBLIC SERVICES #670:				40,913.79	40,913.79	

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			Report dates: 9/11/2025-10/1	12023			OCI 02, 2025
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
RICK'S	REFRIGERATION, INC.						
3023	RICK'S REFRIGERATION, INC.	28714	REPLACE BELT	09/09/2025	126.89	126.89	09/17/2025
To	otal RICK'S REFRIGERATION, INC.:				126.89	126.89	
RIVER I	BEND THREADS						
2299	RIVER BEND THREADS	6778	Logo's	08/14/2025	194.00	194.00	09/17/2025
To	otal RIVER BEND THREADS:				194.00	194.00	
RIVERS	SIDE HARDWARE LLC						
3659	RIVERSIDE HARDWARE LLC	258742	PLUG PVC	09/04/2025	149.18	149.18	09/17/2025
3659	RIVERSIDE HARDWARE LLC	259720	FASTENERS	09/17/2025	3.10	3.10	09/29/2025
To	otal RIVERSIDE HARDWARE LLC:				152.28	152.28	
SAFETI	RAC						
3143	SAFETRAC	49977	CDL Services	09/01/2025	93.60	93.60	09/12/2025
	SAFETRAC	49977	CDL Services	09/01/2025	81.40	81.40	09/12/2025
	SAFETRAC	49977	CDL Services	09/01/2025	156.00	156.00	09/12/2025
	SAFETRAC	49977	CDL Services	09/01/2025	256.50	256.50	09/12/2025
	SAFETRAC	49977	CDL Services	09/01/2025	112.60	112.60	09/12/2025
	SAFETRAC	49977	CDL Services	09/01/2025	62.40	62.40	09/12/2025
3143	SAFETRAC	50110	EMPLOYMENT SCREEN	08/31/2025	266.20	266.20	09/12/2025
To	otal SAFETRAC:				1,028.70	1,028.70	
	LIANCE CONSULTING SERVICES						
10006	SCJ ALLIANCE CONSULTING S	82496	PROFESSIONAL SERVICES	09/11/2025	10,640.75	10,640.75	09/29/2025
To	otal SCJ ALLIANCE CONSULTING SE	ERVICES:			10,640.75	10,640.75	
SEA WE	ESTERN FIRE FIGHTING EQUIPMEN	NT					
10005	SEA WESTERN FIRE FIGHTING	INV45802	HOSE REPLACEMENT	08/26/2025	1,690.00	1,690.00	09/12/2025
10005	SEA WESTERN FIRE FIGHTING	INV46102	turnout gear	08/31/2025	17,913.05	17,913.05	09/12/2025
To	otal SEA WESTERN FIRE FIGHTING	EQUIPMENT:			19,603.05	19,603.05	
SHAMR	OCK FOODS COMPANY						
10006	SHAMROCK FOODS COMPANY	34652912	STATION SUPPLIES	08/29/2025	467.78	467.78	09/12/2025
To	otal SHAMROCK FOODS COMPANY:	:			467.78	467.78	
SPECIA	AL LUBE						
1814	SPECIAL LUBE	224-280-29757	Oil Change	08/14/2025	45.00	45.00	09/17/2025
To	otal SPECIAL LUBE:				45.00	45.00	
SYSTE	MS NORTHWEST, LLC						
3311	SYSTEMS NORTHWEST, LLC	19522	INSPECTION	09/09/2025	789.00	789.00	09/29/2025
To	otal SYSTEMS NORTHWEST, LLC:				789.00	789.00	
TARR, I	MARGARET						
3586	TARR, MARGARET	2025.8.14	REIMB-SUPPLIES	08/14/2025	72.12	72.12	09/29/2025
3586	TARR, MARGARET	2025.9.4	REIMB-NIGHT OWL	09/04/2025	343.55	343.55	09/12/2025

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Vendor Vendor Name Invoice Number Description Invoice Date Net Amount Paid Date Paid Invoice Amount Total TARR, MARGARET: 415.67 415.67 **TD&H ENGINEERING, INC** 3390 TD&H ENGINEERING, INC 44078 2025 ALLEY CIP 08/21/2025 8,228.16 8,228.16 09/17/2025 3390 TD&H ENGINEERING, INC 44078 2025 ALLEY CIP 08/21/2025 8 228 16 8 228 16 09/17/2025 8,228.16 3390 TD&H ENGINEERING INC 44078 2025 ALLEY CIP 08/21/2025 8 228 16 09/17/2025 3390 TD&H ENGINEERING, INC I&I PROJECT 08/21/2025 44079 3.805.00 3.805.00 09/17/2025 08/21/2025 3390 TD&H ENGINEERING, INC 44080 ON CALL SERVICE-NORTHTOW 41.25 41.25 09/17/2025 3390 TD&H ENGINEERING, INC 44080 ON CALL SERVICE-NORTHTOW 08/21/2025 41.25 41.25 09/17/2025 3390 TD&H ENGINEERING, INC 44080 LOVES TRUCKSTOP 08/21/2025 838.83 838.83 09/17/2025 3390 TD&H ENGINEERING, INC 44080 LOVES TRUCKSTOP 08/21/2025 838.83 838.83 09/17/2025 3390 TD&H ENGINEERING, INC 44080 LOVES TRUCKSTOP 08/21/2025 09/17/2025 838.83 838.83 3390 TD&H ENGINEERING, INC 44082 **DISCOVERY VISTA PHASE 2** 08/21/2025 82.50 82.50 09/17/2025 3390 TD&H ENGINEERING, INC 44082 **DISCOVERY VISTA PHASE 2** 08/21/2025 82.50 82.50 09/17/2025 3390 TD&H ENGINEERING, INC 44082 **DISCOVERY VISTA PHASE 2** 08/21/2025 82.50 82.50 09/17/2025 3390 TD&H ENGINEERING INC 44083 VIFW VISTA 08/21/2025 3,115.25 3 115 25 09/17/2025 3390 TD&H ENGINEERING, INC 44083 VIEW VISTA 08/21/2025 3.115.25 3.115.25 09/17/2025 3390 TD&H ENGINEERING, INC 44084 MONTANA STREET 08/21/2025 198.00 198.00 09/17/2025 3390 TD&H ENGINEERING, INC 44084 MONTANA STREET 08/21/2025 198.00 198.00 09/17/2025 3390 TD&H ENGINEERING, INC 44149 MONTANA STREET 08/21/2025 12,906.09 12,906.09 09/17/2025 Total TD&H ENGINEERING, INC: 50,868.56 50,868.56 **TEAR IT UP L.L.C.** 2999 TEAR IT UP L.L.C. 66841 CITY HALL SHREDDING 09/03/2025 80.40 80.40 09/12/2025 Total TEAR IT UP L.L.C.: 80.40 80.40 THE COMPANIES 10005 THE COMPANIES C14529294098 AMBULANCE OVERPAYMENT 09/02/2025 94.53 94.53 09/22/2025 C14529294174 10005 THE COMPANIES AMBULANCE OVERPAYMENT 09/02/2025 79.88 79.88 09/22/2025 Total THE COMPANIES: 174.41 174.41 **THOMSON REUTERS - WEST** 2823 THOMSON REUTERS - WEST 852464442 SOFTWARE 09/01/2025 443.62 443.62 09/12/2025 Total THOMSON REUTERS - WEST: 443.62 443.62 **TOWN & COUNTRY FOODS - LIVINGSTON** 2595 TOWN & COUNTRY FOODS - LI 14.25 Station Supplies 08/31/2025 34.87 34.87 09/12/2025 Total TOWN & COUNTRY FOODS - LIVINGSTON: 34.87 34.87 **TRANSUNION RISK & ALTERNATIVE** 3376 TRANSUNION RISK & ALTERNA 380349-20250 investigative resear 09/01/2025 75.00 75.00 09/12/2025 Total TRANSUNION RISK & ALTERNATIVE: 75.00 75.00 TW ENTERPRISES, INC. 1568 TW ENTERPRISES, INC. MAGPICKUP/LABOR CD99013236 09/15/2025 893.89 893.89 09/29/2025 Total TW ENTERPRISES, INC.: 893.89 893.89 UPS STORE #2420, THE 292 UPS STORE #2420, THE 2025.8.29 08/29/2025 8.17 8.17 09/12/2025 Shipment

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
292	UPS STORE #2420, THE	2025.9.6	Shipment	09/06/2025	16.89	16.89	09/12/2025
То	otal UPS STORE #2420, THE:				25.06	25.06	
	W FOURDMENT FINANCE						
10001	IK EQUIPMENT FINANCE US BANK EQUIPMENT FINANCE	563865526	PRINTER	09/30/2025	292.57	292.57	09/29/2025
То	otal US BANK EQUIPMENT FINANCI	≣:			292.57	292.57	
USA BL	UEBOOK						
1430	USA BLUEBOOK	INV00698580	E COLI COLIFORM	05/01/2025	793.99	793.99	09/12/2025
1430	USA BLUEBOOK	INV00698652	CLEANWARE	05/01/2025	603.91	603.91	09/12/2025
1430	USA BLUEBOOK	INV00716672	WATER BATH	05/21/2025	1,445.18	1,445.18	09/12/2025
1430	USA BLUEBOOK	INV00740839	MEDIA PLATES	06/17/2025	575.70	575.70	09/12/2025
1430 1430	USA BLUEBOOK USA BLUEBOOK	INV00820163 INV00820740	NEUTRALIZING ACID PHOSPHORUS TNT	09/08/2025 09/08/2025	104.37 285.87	104.37 285.87	09/17/2025 09/17/2025
To	otal USA BLUEBOOK:				3,809.02	3,809.02	
	N WIRELESS	0400005404	OFFIT OF LIPLIONED	00/00/0005	44.05	44.05	00/05/0005
	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	44.65	44.65	09/25/2025
879	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	46.24	46.24	09/25/2025
879	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	19.09	19.09	09/25/2025
879	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	19.10	19.10	09/25/2025
879	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	19.09	19.09	09/25/2025
879	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	44.65	44.65	09/25/2025
879	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	44.65	44.65	09/25/2025
879 879	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	19.10	19.10	09/25/2025
879	VERIZON WIRELESS VERIZON WIRELESS	6123035194 6123035194	SEPT CELLPHONES SEPT CELLPHONES	09/08/2025 09/08/2025	150.04 76.87	150.04 76.87	09/25/2025 09/25/2025
879	VERIZON WIRELESS VERIZON WIRELESS	6123035194	SEPT CELLPHONES		19.10	19.10	09/25/2025
879	VERIZON WIRELESS VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025 09/08/2025	19.09	19.10	09/25/2025
879	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	42.40	42.40	09/25/2025
879	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	42.40	42.40	09/25/2025
879	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	16.55	16.55	09/25/2025
879	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	16.55	16.55	09/25/2025
	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	21.21	21.21	09/25/2025
	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	21.21	21.21	09/25/2025
	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	19.09	19.09	09/25/2025
	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	19.10	19.10	09/25/2025
	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	.00	.00	00/20/2020
	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	46.24	46.24	09/25/2025
	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	46.24	46.24	09/25/2025
	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	13.81	13.81	09/25/2025
	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	11.75	11.75	09/25/2025
879	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	46.24	46.24	09/25/2025
879	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	19.10	19.10	09/25/2025
	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	19.10	19.10	09/25/2025
879	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	44.65	44.65	09/25/2025
	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	23.12	23.12	09/25/2025
879	VERIZON WIRELESS	6123035194	SEPT CELLPHONES	09/08/2025	23.12	23.12	09/25/2025
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	20.16	20.16	09/17/2025
	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	63.96	63.96	09/17/2025
	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	20.16	20.16	09/17/2025
	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	20.16	20.16	09/17/2025
0/9							
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	63.96	63.96	09/17/2025

Payment Approval Report - Claims Approval - Commission Meeting Report dates: 9/11/2025-10/1/2025

Page: 17 Oct 02, 2025 01:31PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	23.82	23.82	09/17/2025
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	20.16	20.16	09/17/2025
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	20.16	20.16	09/17/2025
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	20.16	20.16	09/17/2025
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	20.16	20.16	09/17/2025
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	20.16	20.16	09/17/2025
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	20.16	20.16	09/17/2025
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	12.40	12.40	09/17/2025
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	47.16	47.16	09/17/2025
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	20.16	20.16	09/17/2025
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	20.16	20.16	09/17/2025
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	20.16	20.16	09/17/2025
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	20.16	20.16	09/17/2025
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	20.16	20.16	09/17/2025
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	12.40	12.40	09/17/2025
879	VERIZON WIRELESS VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	12.40	12.40	09/17/2025
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES			12.40	09/17/2025
				09/08/2025	12.40		
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	44.78	44.78	09/17/2025
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	20.16	20.16	09/17/2025
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	47.16	47.16	09/17/2025
879	VERIZON WIRELESS	6123035195	SEPT CELLPHONES	09/08/2025	48.87	48.87	09/17/2025
879	VERIZON WIRELESS	6123035196	SEPT CELLPHONES	09/08/2025	89.56-		09/17/2025
879	VERIZON WIRELESS	6123035196	SEPT CELLPHONES	09/08/2025	46.90	46.90	09/17/2025
879	VERIZON WIRELESS	6123035196	SEPT CELLPHONES	09/08/2025	46.90	46.90	09/17/2025
879	VERIZON WIRELESS	6123035196	SEPT CELLPHONES	09/08/2025	46.90	46.90	09/17/2025
879	VERIZON WIRELESS	6123035196	SEPT CELLPHONES	09/08/2025	46.90	46.90	09/17/2025
879	VERIZON WIRELESS	6123035196	SEPT CELLPHONES	09/08/2025	46.90	46.90	09/17/2025
879	VERIZON WIRELESS	6123035196	SEPT CELLPHONES	09/08/2025	46.90	46.90	09/17/2025
879	VERIZON WIRELESS	6123035196	SEPT CELLPHONES	09/08/2025	46.90	46.90	09/17/2025
879	VERIZON WIRELESS	6123035196	SEPT CELLPHONES	09/08/2025	46.90	46.90	09/17/2025
879	VERIZON WIRELESS	6123035196	SEPT CELLPHONES	09/08/2025	46.90	46.90	09/17/2025
879	VERIZON WIRELESS	6123035196	SEPT CELLPHONES	09/08/2025	46.90	46.90	09/17/2025
879	VERIZON WIRELESS	6123035196	SEPT CELLPHONES	09/08/2025	46.90	46.90	09/17/2025
879	VERIZON WIRELESS	6123035196	SEPT CELLPHONES	09/08/2025	46.90	46.90	09/17/2025
879	VERIZON WIRELESS	6123035196	SEPT CELLPHONES	09/08/2025	46.90	46.90	09/17/2025
879	VERIZON WIRELESS	6123035196	SEPT CELLPHONES	09/08/2025	46.90	46.90	09/17/2025
879	VERIZON WIRELESS	6123035196	SEPT CELLPHONES	09/08/2025	46.90	46.90	09/17/2025
879	VERIZON WIRELESS	6123035196	SEPT CELLPHONES	09/08/2025	24.32	24.32	09/17/2025
To	otal VERIZON WIRELESS:				2,407.48	2,407.48	
VORTE	X USA INC.						
3630	VORTEX USA INC.	001	VAULT CLEANING	09/05/2025	8,500.00	8,500.00	09/17/2025
To	otal VORTEX USA INC.:				8,500.00	8,500.00	
WESTE	RN MUNICIPAL CONSTRUCTION, II	NC.					
10000	WESTERN MUNICIPAL CONSTR		I&I CONSTRUCTION	09/08/2025	629,791.25	629,791.25	09/29/2025
To	otal WESTERN MUNICIPAL CONSTR	RUCTION, INC.:			629,791.25	629,791.25	
WESTE	RN STATE AUTOMATION						
10006	WESTERN STATE AUTOMATION	1228	RETORK, ACTUATOR	09/03/2025	7,462.00	7,462.00	09/12/2025
To	otal WESTERN STATE AUTOMATION	1 :			7,462.00	7,462.00	

Payment Approval Report - Claims Approval - Commission Meeting Report dates: 9/11/2025-10/1/2025

Oct 02, 2025 01:31PM

Page:

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WHISTI	LER TOWING, LLC						
3237	WHISTLER TOWING, LLC	9327	OIL CHANGE R1	08/13/2025	579.39	579.39	09/29/2025
3237	WHISTLER TOWING, LLC	9335.25	REPAIR 2009 FORD	09/03/2025	1,440.61	1,440.61	09/29/2025
3237	WHISTLER TOWING, LLC	9485	TRAINING CARS	06/13/2025	50.00	50.00	09/29/2025
3237	WHISTLER TOWING, LLC	9618	TRAINING CARS	06/23/2025	50.00	50.00	09/29/2025
To	otal WHISTLER TOWING, LLC:				2,120.00	2,120.00	
WISPW	EST.NET						
2087	WISPWEST.NET	488330	Internet-CIVIC CENTER	09/21/2025	63.51	63.51	09/29/2025
2087	WISPWEST.NET	488330	Internet SOCCER	09/21/2025	85.19	85.19	09/29/2025
To	otal WISPWEST.NET:				148.70	148.70	
XYLEM	WATER SOLUTIONS U.S.A, INC.						
2432	XYLEM WATER SOLUTIONS U.S	3556D87177	BALLAST ECORAY	08/19/2025	10,584.00	10,584.00	09/12/2025
2432	XYLEM WATER SOLUTIONS U.S	3556D89427	ORING	09/04/2025	1,427.89	1,427.89	09/17/2025
To	otal XYLEM WATER SOLUTIONS U.S	5.A, INC.:			12,011.89	12,011.89	
YELLO	WSTONE NEWS GROUP						
10005	YELLOWSTONE NEWS GROUP	666645	COMMISSION	08/23/2025	81.00	81.00	09/12/2025
To	otal YELLOWSTONE NEWS GROUP	:			81.00	81.00	
G	rand Totals:				1,663,357.04	1,663,357.0	

Mayor:		 	
·			
-			
-		 	
-		 	
-			
-		 	
City Recorder:	:	 	

Dated:

File Attachments for Item:

C. JUDGES MONTH REPORT AUGUST 2025

LIVINGSTON CITY COURT MONTHLY FINANCIAL REPORT

Month: August 2025

Dismissed-Plea Agreement: 4
" Pretrial Diversion/Deferred: 2
" Miscellaneous: 9
Paid Fines: 29

Monthly Total: 44

Paid-Bond Forfeit/Fines/Time Payments: \$7,040.02

Parking Enforcement & Police issued Parking Tickets: \$3,271.00

TOTAL \$10,311.02

MLEA Surcharge: \$420.00 TECH Surcharge: \$360.00 Victim/Witness Surcharge: \$450.00

MISD Surcharge: \$685.00

Court Costs \$120.00

TOTAL: (\$ 2,035.00)

Date: 9-26-25

Total amount credited to City of Livingston General Fund: \$8,276.02

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: August 2025

Prepared by:

Hon. Holly Happe

Livingston City Judge

File Attachments for Item:

D. PURCHASE ORDER 20224 FOR 2 DUMP TRUCKS



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: October 7, 2025

TO: Chair Schwarz and City Commissioners

FROM: Ryan Townsend, Water Superintendent; and

Patrick Stewart, Street Superintendent

RE: Staff Report for Purchase Order 20224

-Recommendation and Summary

Staff is recommending the Commission Approve the purchase of two 2026 Peterbilt 548 dump trucks with Jackson Group Peterbilt per the City's purchasing policy by adopting the following motion:

"I move to approve Purchase Order 20224 and authorize the City Manager to sign the purchase order."

The reasons for the recommendation are as follows:

- The Peterbilt 548 Single Axle Dump Truck will replace a 2007 International Dump Truck used by the Water Division.
- The Peterbilt 548 Tandem Dump Truck will replace a 2001 International used by the Streets Division.
- Both vehicles are included in the FY 2025-26 budget.

Introduction and History

The City of Livingston's Public Works Department is composed of five divisions: Parks, Sewer, Streets, Solid Waste and Water. These divisions are responsible for the maintenance and operation of City infrastructure.

Currently, the City Public Works Water department has one 2007 International dump truck which is aging and underpowered for hauling trailers and equipment. The vehicle is nearing the end of its useful life.



The Street Department has a small fleet of dump trucks capable of hauling 4-6 cubic yards and two larger tucks capable of hauling 14-20 cubic yards.

Analysis

After comprehensive comparison and evaluation, Department staff identified the Peterbilt trucks as most meeting its operational specifications. The City of Livingston's Public Works Department is utilizing an existing group purchasing arrangement for this purchase pursuant to the City's procurement guidelines.

Fiscal Impact

The Water Division Fiscal Year 2026 budget includes \$150,000 for a new vehicle while the Street Division Fiscal Year 2026 budget includes \$200,000 for a dump truck. City staff is confident the Water Fund can accommodate the \$12,600 overrun of this capital purchase either through reserves or under spending in other operational budget line items.

Strategic Alignment

Maintaining an operational fleet supports the delivery of services to the community.

Attachments

- Attachment A: Purchase Order 20224
- Attachment B: Vehicle Quote



Purchase Order

Number: 20224

Date: 9/30/2025

Vendor: BILLINGS PETERBILT INC

3255 N FRONTAGE RD

BILLINGS MT 59101

QUOTE #DE-04763

Quantity	Item #	Description	Unit Cost	Total Cost
1	548 VIN:548 SINGLE	10'WG DUMP BODY A-TECH	\$162,700.00	\$162,700.00
1	548 VIN:TANDEM 548	12'WG DUMP BODY A-TECH	\$186,442.00	\$186,442.00
		DOCUMENTATION FEE		\$ 295.00
			TOTAL	\$349,437.00

The City of Livingston is a tax-exempt political subdivision of the State of Montana.

Please confirm this City of Livingston Purchase Order with Shannon Holmes, at Sholmes@LivingstonMontana.org or (406) 222-5667.

Please Ship Above Listed Items to:

City of Livingston Attn: Shannon Holmes 330 Bennett St Livingston, MT 59047

Order Submitted By:
Grant Gager
City Manager



BILLINGS PETERBILT, INC. 3255 N FRONTAGE RD **BILLINGS PETERBILT MT 59101**

Phone: (406) 252-5667

Contract Date: 09/28/2025 Deal #: DE-04763 Customer #: PROS-002503 Salesperson: James Balzer

Bill To: PROS-002503 **CITY OF LIVINGSTON** 330 BENNETT ST **LIVINGSTON MT 59047-9236** P:(406) 222-5667

Purchaser's Signature

Dealer Authorized Signature

Ship To: **CITY OF LIVINGSTON** 330 BENNETT ST **LIVINGSTON, MT 59047-9236**

Stock#: 548 ORDER VIN:548 SINGLE New 2026 PETERBILT 548	Unit Number:	Price:	\$162,700.00
	10' WG Dump Body per A-Tech Quote #20289	Per Unit:	\$162,700.00
Stock#: ORDER 548 VIN:TANDEM 548 New 2026 PETERBILT 548	Unit Number:	Price:	\$186,442.00
	12' WG Dump Body, A-Tech Quote #20290	Per Unit:	\$186,442.00
		Total Price Documentation Fee Total	\$349,142.00 \$295.00 \$349,437.00
As Per Specifications Dated 09/25/2025			
Prices Include Freight to Billings and Standard No	ew Truck Warranties.		
			,

This agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized. I have read and accept all of the terms and conditions of this Agreement, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of

this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

09/28/2025

Date 09/28/2025 Sworn to and subscribed before me this date: 09/28/2025

Notary Seal

-General Terms and Conditions-

The Purchaser and Dealer further understand and agree that, coupled with terms and conditions provided on page 1, the following terms and conditions govern the subject matter of this Vehicle Buyer's Order and Purchase Agreement (hereinafter "Agreement"):

- Purchaser agrees to purchase the vehicle(s) listed on the front page of this Agreement within five (5) days of signing this Agreement or in the case of special ordered vehicle(s) (defined in paragraph 2), within five (5) days of receipt of said vehicle(s) by Dealer. This Agreement is non-cancellable for any reason.
- Any vehicle(s) not in the Dealer's inventory as of the date of this Agreement are defined herein as special ordered vehicles and are referred to herein as SOV(s). SOV(s) are non-cancellable for any reason.
- Purchaser shall deliver the original bill of sale and the title to any used vehicle traded herein along with the delivery of such vehicle in the same condition containing the same equipment as when appraised, reasonable wear and tear excepted, and the Purchaser warrants such vehicle to be its property free and clear of lien and encumbrances except as otherwise disclosed to Dealer on the front page hereof. If no trade is listed on the front page of this Agreement, then no trade will be accepted by Dealer.
- The failure or refusal of the Purchaser to complete the purchase contemplated herein shall be a material breach of this Agreement and Dealer shall be entitled to all rights and remedies under the law, including, but not limited to, lost profits, damages, specific performance and its attorney's fees and court costs. The Purchaser agrees, that in addition to any other legal remedy available to Dealer, any deposit provided to Dealer shall be retained and forfeited to Dealer, and/or in the event a used vehicle has been taken in on trade, the Dealer may sell said used vehicle, and the Dealer shall be entitled to reimburse itself out of the proceeds of such sale, to cover its expense and losses incurred or suffered as the result of Purchaser's failure to complete said purchase.
- The manufacturer has the right to make changes in the model or design of any accessories and part of any new motor vehicle at any time without creating an obligation on the part of either the Dealer or the manufacturer to make corresponding changes in the vehicle covered by this Agreement either before or after the delivery of such vehicle to the Purchaser. Purchaser agrees to accept the vehicle as manufactured and delivered, even if specific parts or components are not installed or not available at delivery.
- In no event shall Dealer be liable for delays or failure to deliver the vehicle on a specified day, including delays caused by the manufacturer, accidents, sureties, fires 6. or other causes or acts beyond the control of the Dealer. Any delays caused by pandemics, war, shortages, civil unrest or similar circumstance are at Purchaser's risk.
- 7. From time-to-time manufacturer surcharges are added to the vehicle(s) listed on the front page of this Agreement. Purchaser agrees to be responsible for any such surcharges at the time of delivery. Surcharge amounts will be added to the final invoice and documentation supporting surcharges will be provided to the Purchaser.
- NO WARRANTIES EXRESSED OR IMPLIED, ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY THE DEALER. ANY WARRANTY BY THE MANUFACTURER WILL BE PROVIDED IN WRITING AT THE TIME OF DELIVERY. DEALER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE REMEDIES SET FORTH IN THE MANUFACTURER'S WARRANTY, IF ANY, WILL BE THE ONLY REMEDIES AVAILABLE TO PURCHASER. NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY THE DEALER WITH RESPECT TO USED MOTOR VEHICLES. THIRD PARTY WARRANTY MAY BE AVAILABLE FOR PURCHASE AND ARE SOLELY ADMINISTERED BY SAID THIRD PARTY.
- In case the vehicle covered by this agreement is a used or demonstrator vehicle, no warranty or representation is made as to how such vehicle has been used, regardless of the mileage shown on the speedometer of said used vehicle.
- 10. In the event that it becomes necessary for the Dealer to enforce any of the terms and conditions of the agreement, Purchaser agrees to pay reasonable attorney's fees and court costs, including collections costs.
- All past due amounts and payments due to Dealer hereunder shall bear interest at the rate of eighteen (18%) percent per annum. 11
- 12. This agreement is non-transferable by the Purchaser nor may any of Purchaser's rights or obligations hereunder be assigned. Dealer may assign all of its rights and obligations hereunder, including to its Affiliates, upon reasonable notice to Purchaser.
- PURCHASER REPRESENTS that he/she is 18 years of age or older at the time of the consummation of the purchase hereunder.

 Title/MSO to the vehicle shall remain with the Dealer until purchase price is paid in full; and, until such payment is paid in full, Purchaser hereby grants to Dealer a security interest in the subject vehicle for the purpose of securing payment therefore.
- No agreement, verbal or otherwise, not contained in this agreement will be recognized. 15
- In case of the vehicle covered by this agreement is a used vehicle, the information you see on the window form (Buyer's Guide) for this vehicle shall be made part of 16. this Agreement. Provided, any terms or conditions on such window form which conflict with the terms and conditions of this Agreement, shall govern.
- The parties agree the term "DEPOSIT" (as used herein) means any deposit paid by the Purchaser to secure, order, or hold Vehicle(s) from Dealer., or its Affiliates. 17 Deposit made by Purchaser is non-refundable.
- Federal Excise Tax will be remitted on the vehicle(s) listed on the front page of this agreement. Purchaser agrees any additions added to the vehicle(s) and not listed on the front page of this agreement which are subject to said tax will be reported to and paid directly by the Purchaser to the Internal Revenue Service.
- Purchaser is solely responsible to conduct its own due diligence when determining engine size, torque ratings, tires and wheel size, and all other specifications necessary for the proper use of any motor vehicle. Purchaser is solely responsible to ensure any changes made by the manufacturer to the vehicle in the build process conforms to its uses, needs, and requirements. Dealer is not responsible for any changes between orders submitted to the manufacturer and vehicles delivered by the manufacturer. Purchaser is solely responsible for understanding emission requirements and the states' laws where it intends to operate any Vehicle(s) purchased from Dealer. Purchaser is not relying on any recommendations by Dealer as to the legality of operating any Vehicle(s) in any country, state, city or location
- Purchaser acknowledges, understands, and agrees that Dealer may commingle the deposit with Dealer's other funds, and that neither Dealer nor its Affiliates shall be required to place the deposit in a trust account or to pay Purchaser interest thereon.
- For the purposes of this Agreement and all attendant documents, "Affiliates" shall mean any individual, joint venture, partnership, corporation, business entity, member 21. or stockholder which controls, is controlled by, or is under common control with, or the management and operations of which are substantially influenced by, Dealer.
- This Agreement is the exclusive agreement between the parties with respect to its subject matter and as of its reference date supersedes all prior agreements, negotiations, representations, and proposals, written or oral, related to its subject matter. Its terms cannot be modified, supplemented or rescinded except by an agreement in writing signed by an authorized representative of all parties. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement.
- In the event that any portion of this Agreement shall be held to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect.
- Except as otherwise provided in this document, this Agreement may be modified, superseded, or voided only upon the written and signed agreement of the parties.
- This Agreement and any disputes arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Utah except for that portion relating to conflicts of laws. Any matter involving interpretation or enforcement of this Agreement shall be brought in the state or federal courts in Salt Lake County, Utah. The parties hereby accept the jurisdiction of those courts.
- The Dealer does not have control of additional surcharges added by the manufacturer after the order date. Any such surcharges will be passed on to the Purchaser, and documentation supporting those surcharges will be provided to the Purchaser.

Make Checks Payable to:

CITY OF LIVINGSTON	JACKSON GROUP PETERBILT
Customer Company Name	Dealer
Signature	Dealer Signature
09/28/2025	
Date	Date

File Attachments for Item:

E. AGREEMENT 20225 WITH TD&H



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: October 7, 2025

TO: Chair Schwarz and City Commissioners

FROM: Shannon Holmes, Public Works Director

RE: Staff Report for Design Services for 2026/2027 Downtown Alley CIP Project

Recommendation and Summary

Staff is recommending the Commission Approve Professional Services Agreement 20225 with TD&H Engineering to provide Survey and Design Services for the 2026/2027 Downtown Alley Capital Improvement Project (CIP) by adopting the following motion:

"I move to approve Professional Services Agreement 20225 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 all of the previous design's for the downtown project's.
- The project will replace water and sewer infrastructure and improve the surfacing and drainage in the alley between 2nd Street and 3rd Street in the downtown corridor from the South side of Callender Street to the North side of Geyser Street as well as a half block of Lewis St. from the 2nd Street to 2nd/3rd Street alley and a block of 2nd Street from Lewis to Clark Street. TD&H will also design the stormwater collection system to be upgraded on 2nd Street from Lewis Street to Fleshman Creek.

Introduction and History

The 2026/2027 Downtown Alley CIP Project includes the replacement of water and sewer mains, signs, storm drain inlets, asphalt paving and sidewalk replacement. The project is for the 2^{nd} / 3^{rd} St. Alley from Callender St. to Geyser St. as well as ½ block of Lewis St. from the 2^{nd} / 3^{rd} St. Alley to 2^{nd} St.

Analysis

The scope of work for survey and engineering services include:

Topographic and Boundary Survey

- Design of water, sewer and stormwater utilities
- Design submittal to Montana DEQ
- Public meetings/Utility Coordination

Fiscal Impact

This survey and design work are included in the FY 26 budget. The Professional Services Agreement of \$78,000 with a contingency of \$7,800 represents less than 5 percent of the construction cost for the project, which is less than the industry standard. The Agreement provides a ten percent contingency to cover any extension of the contractor's contract days based on the weather and any unforeseen issues. This Agreement stipulates a time and material basis of billing and TD&H has been under the Agreement amount in the previous projects downtown.

Strategic Alignment

This is the last phase of the downtown improvements projects that started in 2013.

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.

Attachments

- Attachment A: TD&H Proposal
- Attachment B: Professional Services Agreement

234 East Babcock Street
Suite 3
Bozeman, MT 59715



406.586.0277 tdhengineering.com

September 30, 2025

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

Via email: sholmes@livingstonmontana.org

RE: LIVINGSTON DOWNTOWN ALLEY CAPITAL IMPROVEMENTS 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 and final phase of CIP improvements in the Livingston downtown area. The scope of this work includes areas in portions of separate phases in the Livingston downtown area (current CIP phase map attached for reference). We anticipate realizing efficiency in design based on our experience in the downtown over the last several years. The benefit of the efficiency is directly reflected in the costs for services. 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 T&M strategy accounts for varying levels of participation with the residents and businesses and realizing efficiencies and deductive scoping during design. The design and specifications will meet standards for utility contractors and requirements for DEQ approval.

The current total construction cost for the proposed project improvements is estimated at \$3,500,000-\$4,000,000 which is based on the costs from the 2025 downtown alley CIP construction (average of Contractor and Engineer's Estimate). Generally, engineering design services account for approximately 8-10% of the total construction cost. Given our relationship with Livingston and familiarity with completing projects in recent years, TD&H is comfortable with the design fee being at the low end of the standard range (8%) of the estimated total construction cost. Based on our local knowledge and experience with the last several downtown CIP projects, we feel it is reasonable to anticipate some significant efficiencies during design to save the City and affected residents' money. Based on the most recent CIP project and the design (\$59,500) and this project being slightly larger in scope, it is reasonable to estimate the design fee to be \$85,800, which is less than 2.5% of the total estimated construction cost.

The estimated fee to complete the services identified in Exhibit A is \$85,800 (hourly).

September 30, 2025 PAGE NO. 2

The breakdown of the proposed design budget is presented in the table below.

	Schedule of Hourly Fees	
Task#	Description	Fee
1	Topographic, Boundary Survey and Easements	
	Alley CIP	\$7,500
	2 nd Street	\$5,000
	Stormdrain	\$2,500
	Subtotal	\$15,000
2	Engineering	
	Alley CIP	\$35,000
	2 nd Street	\$15,000
	Stormdrain	\$8,000
	Subtotal	\$58,000
3	Public Engagement	
		\$5,000
	Subtotal	\$78,000
	10% Contingency	\$7,800
	TOTAL	\$85,800

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\2026 CIP\CITY OF LIVINGSTON DOWNTOWN CIP DESIGN PROPOSAL LETTER.DOC



EXHIBIT A - SCOPE AND FEE DESCRIPTION

City of Livingston Downtown Alley CIP September 2025



SCOPE OF SERVICES

1. CIVIL SCOPE OF SERVICE

A. Downtown Alley Water and Sewer Improvements Design

We understand that our scope of work includes topographical survey including boundary work and utility easements, CAD design work to create construction plans, and submitting design to DEQ for approval for water and sewer improvements. We understand the limits of this project, and we have attached the conceptual map for reference.

The project includes replacing water, sewer and stormdrain mains from existing City infrastructure to serve the existing development. There is also a component of streetscape design on 2nd Street for one block.

B. Civil Project Documents

Our project documents scope of work includes plans, specifications and a design report addressing water and sewer improvements.

1. Topographic/Boundary Survey

TD&H will survey the project extents, which will tie into recent survey work we have from the Civic Center Sewer project. We will coordinate with the City and property owners during the field work. The survey scope includes boundary confirmation survey and creating utility easements for the proposed City water and sewer mains.

2. Engineering

TD&H will design the water and sewer main extensions for the location identified on the PER map. At this time, material quantities are estimated due to not having topographic survey information for the entire project limits. Components of design include:

3 blocks of downtown alley utility rehabilitation and one block of streetscape

- Topographic survey for project limits as shown on the attached exhibit.
- Design Report
- Water and Sewer Main between Callender Street and Geyser Street in the 2nd and 3rd Street alley
- Streetscape in Lewis Street between 2nd and 3rd Street alley and 2nd Street and in 2nd Street between Lewis and Clark Streets
- Stormdrain replacement in 2nd Street from Lewis Street down to the outfall at Fleshman Creek including a new water quality unit at the discharge point

- Street Lights and Electrical Design. TD&H will work with GPD, P.C. (a TD&H company) electrical engineers who will design the street lighting and electrical plans for the project.
- Engineer's Estimate
- DEQ submittal
- 3. Agency Coordination and Public Engagement

Meetings and coordination with CDBG, NeighborWorks Montana, the bond counsel and SRF will be ongoing during design and bidding for this project to maintain communication and meet funding requirements. We have included budget to support the City with agency coordination/grant administration/public engagement for this phase of the project but we assume the City will lead the funding & SID creation effort similar to past projects.

Assumptions

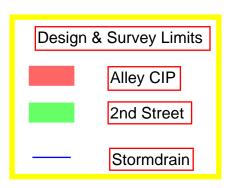
- The project limits for the downtown design are shown on the attached exhibit. The
 design includes water and sewer utilities rehabilitation in the alleyway. The street
 improvements include street and sidewalk replacement back-of-walk to back-of-walk
 and lighting improvements.
- No known vault spaces are located within the project limits, but a field investigation
 of sewer service locations will be completed this fall as part of this scope of work
 and we will confirm the assumed conditions at that time.
- Street lighting will be included in the design scope and GPD will be doing the work. Conduit runs will be shown on construction plans.
- There is 6 to 9 inches of concrete below pavement on all streets within this project, but it is not anticipated in the alley.
- The design cost does include time for public meetings to support the City with open and transparent communication with businesses and all affected by the project.
- TD&H has initiated the research and topographic survey for this project.
- There are no project bidding services (including specifications) associated with this design proposal.
- The design cost does not include fees for DEQ submittal.

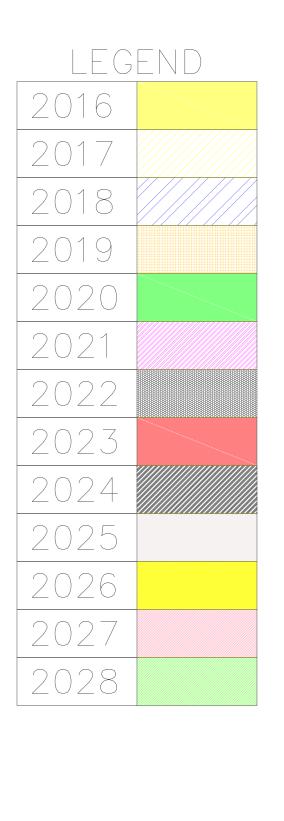
ATTACHMENTS: MAP OF DESIGN LIMITS

LIVINGSTON DOWNTOWN CIP PHASE MAP

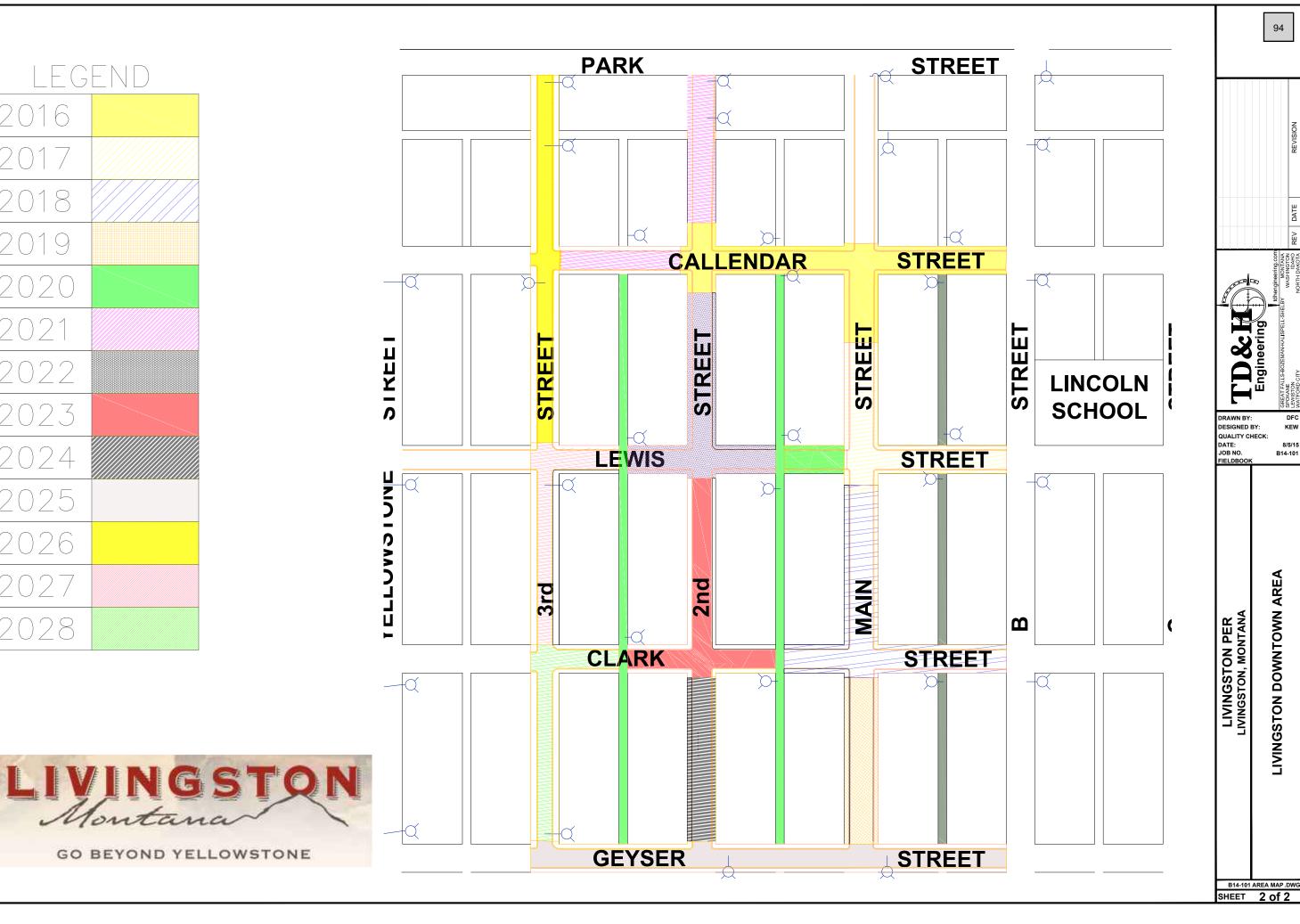
CIP CONDUIT LAYOUT



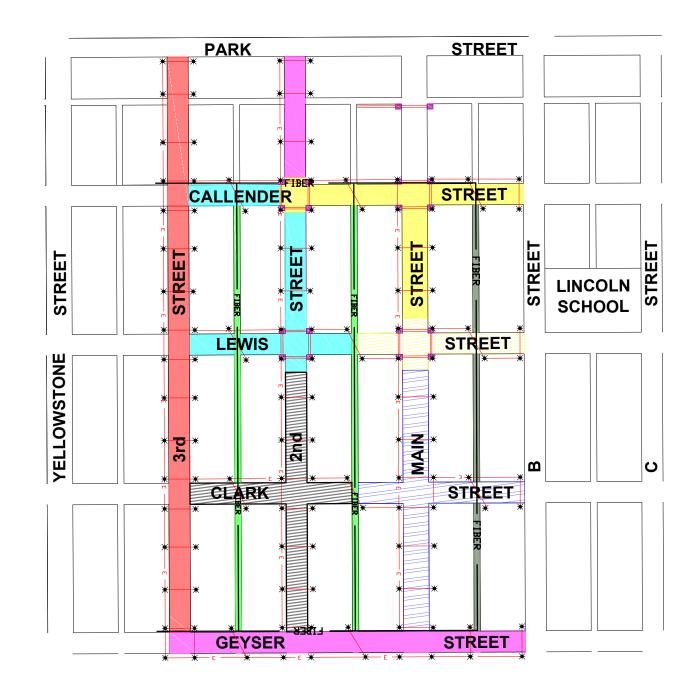


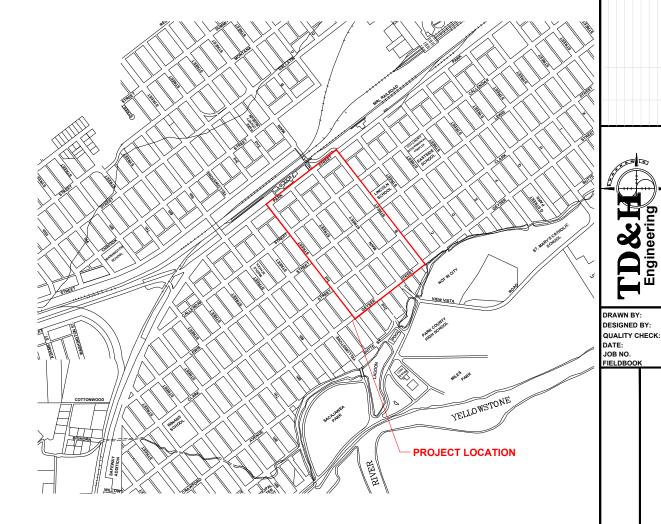


GO BEYOND YELLOWSTONE









PHASES

YEAR 2015
YEAR 2016
YEAR 2016 ADDITIVE ALTERNATIVE
YEAR 2017
YEAR 2018
YEAR 2019
YEAR 2020
YEAR 2021
YEAR 2022

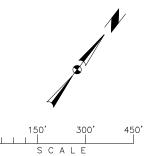
LEGEND

PORTAL FOOTER

LIGHT POLE

2" ELECTRICAL CONDUIT

4" FIBER OPTIC CONDUIT





O BETOND TELLOWSTONE

B14-101 COLDUIT ON CAP. PHASES.DWG

8 YEAR CAPITAL IMPROVEMENT PLAN - CONDUIT LAYOUT

LIVINGSTON PER LIVINGSTON, MONTANA

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 2026/2027 Downtown Improvements 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 the survey and design for the 2026/2027 Downtown Improvements 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, Design and Bidding Services 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. <u>INCORPORATION OF RECITALS</u>. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.

- 2. <u>PURPOSE AND SCOPE OF SERVICES</u>. 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. <u>NON-DISCRIMINATION</u>. 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. <u>ENGINEER'S REPRESENTATIONS AND WARRANTIES.</u> 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 Seventy-eight thousand dollars (\$78,000.00). There is a ten percent contingency of Seven thousand eight hundred dollars (\$7,800.00) that will require city approval prior to utilizing for a total contract amount not to exceed of Eighty five thousand eight hundred dollars (\$85,800.00) 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. <u>TERMINATION OF THIS AGREEMENT.</u> 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. <u>INDEMNIFICATION AND HOLD HARMLESS.</u> 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. <u>INSURANCE</u>. 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. <u>CONFLICT OF INTEREST</u>. 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. <u>NOTICES</u>. 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. <u>SEVERABILITY</u>. 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. <u>ENTIRE AGREEMENT.</u> 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. <u>INTERPRETATION.</u> 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. <u>TIME IS OF THE ESSENCE</u>. The 2026/2027 Downtown Improvements Project design will be completed by April 1, 2026.
- 18. <u>COUNTERPARTS.</u> 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. <u>APPLICABLE LAW AND VENUE.</u> 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. <u>LIAISON</u>. 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. <u>ATTORNEY FEES</u>. 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. <u>COMPUTING TIME.</u> 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]

File Attachments for Item:

F. APPROVAL OF THREE CITY-COUNTY INTERLOCAL AGREEMENT (COMPACT) CHAPTERS



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: October 7, 2025

TO: Chair Schwarz and City Commissioners

FROM: Grant Gager, City Manager

RE: Staff Report for Compact Chapter Approval (IT, Dispatch, Law Enforcement)

Recommendation and Summary

Staff recommends the Commission approve the chapters of the City-County Compact related to Information Technology Services, Dispatch Services, and Law Enforcement Mutual Assistance Agreements by adopting the following motion:

"I move to approve three chapters of the City-County Compact and authorize the Chair to sign."

The reasons for the recommendation are as follows:

- The City of Livingston and Park County cooperate on the management of certain assets and delivery of certain services.
- The existing City-County Compact (interlocal agreement) has expired.

Introduction and History

The City of Livingston and Park County cooperate on the management of certain assets and delivery of certain services in the community. The cooperation between the two entities has long been documented in an interlocal agreement that memorializes the terms of the shared management responsibilities, including operating roles and cost sharing. The most recent interlocal agreement, colloquially known as the City-County Compact, expired several years ago. The City Manager has been working with County representatives to create a new City-County Compact.

Analysis

Staff recommends the Commission approve modifications to the City-County Compact chapters addressing the duration of the agreement for Law Enforcement Mutual Assistance, Information Technology Services, and Dispatch.

Approval will ensure both agencies have a clear and lasting framework for collaboration in the delivery of services to the community.



Fiscal Impact

There is no fiscal impact as the compact chapters memorialize current practice.

Strategic Alignment

Support for government services is included in the City of Livingston Growth Policy.

Attachments

- Attachment A: Compact Chapter for Law Enforcement Mutual Assistance
- Attachment B: Compact Chapter for IT Services
- Attachment C: Compact Chapter for Dispatch Services

Chapter 7 – LEMA Effective Date: 7/1/2025

Chapter 7 – Law Enforcement Mutual Assistance

Duration: Perpetual

Purpose: To provide improved law enforcement services to the residents of Park County and the City of Livingston by allowing the Livingston Police Department and Park County Sheriff's Office to request assistance from the other organization.

Organization: Park County Sheriff's Deputies may provide assistance anywhere within the city limits of Livingston, Montana. Livingston Police Department Officers may provide assistance out to five miles outside of the city limit and may exceed that distance if approved by a supervising officer. Requests for assistance shall be accomplished in the following manner:

Requesting Assistance – Requests for assistance shall be made through Dispatch.

Assistance Provided – The assisting party may render any such assistance as it can give consistent with its own law enforcement policies.

Required Duties – Neither party is relieved of any duty imposed upon it by law through this agreement.

Operational Control – The requesting party retains operational control of the scene. The commanding officer of the assisting party retains ultimate control over their officers.

Arrests/Impoundment – The requesting party will be responsible for processing arrests and impounding and safeguarding the lives and property in their jurisdiction. If an assisting officer takes a person or property into custody they shall relinquish custody at the earliest convenience.

Subpoenas – An assisting officer who is subpoenaed to court as a result of providing assistance shall honor all subpoenas by the requesting party.

Minimum Standards for Officers – No officer shall be authorized to issue summons or make an arrest on behalf of the other party unless they have met the Peace Officer Standards and training requirements for certification as a peace officer and have met the minimum standards set forth for qualification within the party's jurisdiction.

Enforcement Authority – An officer providing assistance under this agreement has the same powers, duties, rights, privileges, and immunities as an officer of the requesting party.

Sharing of Equipment – Officers may share equipment if both parties deem it necessary and proper.

Sharing of Reports – Both parties will provide copies of reports on incidents involving assistance. This does not waive, limit, or remove confidentiality imposed or allowed by law.

Chapter 7 – LEMA Effective Date: 7/1/2025

Administration of Agreement – The chief law enforcement officer of each party is designated to communicate and cooperate on a regular basis to effectuate this agreement.

Liability – The requesting party shall indemnify the assisting officers, their legal representative in case of death, or the assisting party for any liability or obligation to indemnify created by Section 2-9-305 Montana Code Annotated.

<u>Finances:</u> In the event of a major occurrence involving a large number of assisting officers, a request for reasonable reimbursement may be made.

Contract Administration: N/A

Retirement Contributions: N/A

Property: N/A

Professional Contracts: N/A

Reporting: N/A

Termination and Property Disposition: N/A

Required Review: The City and the County are required to review this agreement prior to each 5-year anniversary. Six months prior to each 5-year anniversary, the City and the County will provide written notification to the other party of any changes that are requested or the intent to continue with the agreement without change.

Termination: If either party decides to terminate this agreement in full, a six-month notification is required to the other party.

Chapter 7 – LEMA Effective Date: 7/1/2025

CITY OF LIVINGSTON

COUNTY OF PARK

Grant Gager – City Manager	Michael Story, Chair Park County Commission
Date	Jennifer Vermillion Park County Commissioner
	Bryan Wells Park County Commissioner
	Date
ATTEST:	ATTEST:
Emily Hutchinson City Clerk	Angeliene Gelderloos Park County Clerk and Recorder
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Jon Hesse Livingston City Attorney	Paul Spitler Park County Attorney

Chapter 4 – IT Services Effective Date: 7/1/2025

<u>Chapter 4 – IT Services</u>

Duration: Expires 30 June 2027

Purpose: To provide for IT Services for the City, County, and other entities as agreed upon by both parties.

<u>Organization:</u> IT services will be provided by Park County under the Direction of the County Commission. Requests to maintain Emergency Service IT infrastructure will receive the highest priority and all other IT request prioritization is at the sole discretion of the IT Manager.

Finances: The County will present the City with a budget for IT services each Fiscal Year. The budget will contain all expected operational, capital, and administrative costs for IT. The City and the County will each be responsible for 50% of all budgeted personnel costs and any personnel budget overages. IT hardware and software that benefits the City and County equally will be funded equally between the City and the County. Hardware or Software that is subscription based may be charged to the City or County based on user, devices, or any other method determined by the IT Manager and agreed upon by the City and County. Any software or hardware costs exclusively beneficial to the City or County will be paid 100% by the benefitted party. The City will purchase hardware and software that is exclusively beneficial to the City after coordinating with the IT Manager to ensure compatibility and acceptable impact on IT services. Phone and internet services are a joint City and County expense and will be paid for according to the contract signed with the agreed-upon phone and internet service provider (Attachment A). Any revenue received by the County by providing IT services to entities outside of the City or County will be deducted from expenditures prior to calculating City and County contributions. The City will distribute funds to the County based on the following schedule:

1. On the first day of each quarter the City will pay 100% of actual costs for the previous quarter.

The County will coordinate significant capital projects with the City prior to inclusion in the budget.

<u>Contract Administration:</u> All contracts for shared IT services will be handled by established County protocols and executed by Park County. The City and the County may enter into individual contracts for IT services at their discretion and at their sole responsibility.

Retirement Contributions: Park County will be responsible for IT services employee retirement contributions.

Property: Any property purchased by Park County for shared IT services will be jointly owned by the City and the County. All purchases of joint property for IT services will be accomplished by the County. If any such property is sold, the proceeds will be split evenly between the City and County.

Professional Contracts: N/A

Reporting: The County will provide quarterly budget reports to the City and will provide a proposed budget prior to the 1st of June each year.

Chapter 4 – IT Services Effective Date: 7/1/2025

Termination and Property Disposition: If this agreement is terminated, all property will remain with the County. The County will reimburse the City for one half the estimated value of the equipment at the time of termination.

Required Review: The City and the County are required to review this agreement one year prior to the expiration date. The City and the County will provide written notification to the other party of any changes that are requested, the intent to continue with the agreement without change once renewed, or the intent to allow the agreement to expire.

Termination: If either party decides to terminate this agreement in full, a 2-year notification is required to the other party. The complex nature of IT services will require significant lead time for the other party to prepare for service separation. If this chapter is terminated, internet and phone services will still be governed by the separate contract (Attachment A).

Chapter 4 – IT Services Effective Date: 7/1/2025

CITY OF LIVINGSTON

COUNTY OF PARK

Grant Gager – City Manager	Michael Story, Chairman Park County Commission
Date	<mark>Jennifer Vermillion</mark> Park County Commissioner
	Bryan Wells Park County Commissioner
	Date
ATTEST:	ATTEST:
Emily Hutchinson, City Clerk	Angeliene Gelderloos Park County Clerk and Recorder
APPROVED AS TO FORM:	APPROVED AS TO FORM:
John Hesse Livingston City Attorney	Paul Spitler Deputy Park County Attorney

Chapter 2 – Dispatch Services Effective Date: 7/1/2025

Chapter 2- Dispatch Services

Duration: Perpetual

<u>Purpose:</u> To provide for Dispatch services to all calls directed to the Livingston Public Safety Answering Point, or the Dispatch Center.

<u>Organization:</u> Dispatch services will be provided by the City of Livingston under the Direction of the City Manager and the Livingston Chief of Police.

Finances: The City of Livingston will present Park County with a budget for Dispatch services each Fiscal Year. The budget will contain all expected operational, capital, and administrative costs for Dispatch, including the Administrative Allocation Fee charged by the City of Livingston to each entity outside of the General Fund. The City and the County will each be responsible for 50% of all budgeted costs and any budget overages. The City will budget to maintain a 33% operational reserve for dispatch operational costs. The City and the County will distribute funds based on one of two schedules:

- 1. On the first day of each month based on 50% of the budget divided by 12 months.
- 2. On the first day of each quarter based on 50% of the budget divided by 4 quarters. Budget overages will be paid within 10 days of the time that costs are determined and transmitted to the County. If there is more than a 33% operational reserve at the end of the fiscal year, the overage will be subtracted from the next fiscal year's budget amount. The City will coordinate significant capital projects with the County prior to inclusion in the budget.

Contract Administration: All contracts for Dispatch services will be handled by established City protocols and executed by the City of Livingston.

Retirement Contributions: City of Livingston will be responsible for Dispatch employee retirement contributions.

Property: Any property purchased by the City of Livingston through the Dispatch fund will be jointly owned by the City and the County. All purchases of property for the Dispatch Center will be accomplished by the City through the Dispatch fund. If any such property is sold, the proceeds will remain in the Dispatch fund to offset future budget costs. Property only includes items in the Dispatch Center related to dispatch operations and does not include infrastructure for radio networks, handheld radios, or vehicle radios.

Professional Contracts: N/A

Reporting: The City will provide quarterly budget reports to the County and will provide a proposed budget prior to the 1st of June each year.

Termination and Property Disposition: If this agreement is terminated, all property will remain with the City. The City will reimburse the County for one half the estimated value of the

Chapter 2 – Dispatch Services Effective Date: 7/1/2025

equipment at the time of termination and will revert to providing Dispatch services only for City emergency responders.

Required Review: The City and the County are required to review this agreement prior to each 5-year anniversary. Six months prior to each 5-year anniversary, the City and the County will provide written notification to the other party of any changes that are requested or the intent to continue with the agreement without change.

Termination: If either party decides to terminate this agreement in full, a 2-year notification is required to the other party. The complex nature of Dispatch services will require significant lead time for the other party to prepare for service separation.

Chapter 2 – Dispatch Services Effective Date: 7/1/2025

CITY OF LIVINGSTON

COUNTY OF PARK

Grant Gager- City Manager	<mark>Michael Story</mark> Park County Commissioner
Date	Bryan Wells Park County Commissioner
	Jennifer Vermillion Park County Commissioner
	Date
ATTEST:	ATTEST:
Emily Hutchinson City Clerk	Angeliene Gelderloos Park County Clerk and Recorder
APPROVED AS TO FORM:	APPROVED AS TO FORM:
<mark>Jon Hesse</mark> Livingston City Attorney	Paul Spitler Park County Attorney

G. PURCHASE ORDER 20226 WITH RESSLER MOTORS FOR A TRUCK



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: October 7, 2025

TO: Chair Schwarz & Commissioners

FROM: Public Works Director Shannon Holmes

RE: Staff Report for Purchase Order 20226

-Recommendation and Summary

Staff is recommending the Commission Approve the purchase of a 2025 Chevrolet Silverado 3500HD Truck with Ressler Motors per the City's purchasing policy by adopting the following motion:

"I move to approve Purchase Order 20226 and authorize the City Manager to sign the purchase order."

The reasons for the recommendation are as follows:

- The Solid Waste Truck is in the approved FY 26 budget for \$60,000.
- The 2025 Chevrolet Silverado 3500HD Truck will replace a 2005 GMC ½ ton truck to use for delivering residential and commercial garbage receptacles and be used to sand alleys during the winter months for our residential and commercial garbage trucks.

Introduction and History

Currently, the City Public Works Solid Waste department has one 2005 GMC ½ ton truck for service deliveries which is at the end of its useful life. The Solid Waste Department has been borrowing a truck from the Parks Department for winter maintenance for the sander unit. This purchase will allow for increased garbage receptacle delivery efficiency and towing capacity for the sander for winter snow maintenance.

Analysis

After comprehensive comparison and evaluation through Sourcewell, the Solid Waste Department staff identified the 2025 Chevrolet Silverado 3500HD Truck with Ressler Motors met our operational specifications.



The purchase of the truck is the Fiscal Year 2026 budget for \$60,000.00. City staff is confident the Solid Waste Fund can accommodate the \$2,927 overrun of this capital purchase either through reserves or under spending in other operational budget line items.

Strategic Alignment

Maintaining an operational fleet supports the delivery of services to the community.

Attachments

Attachment A: Vehicle Summary

Attachment B: Capital Request Form

Attachment C: Purchase Order



406.587.5501 1.800.828.8217 www.resslermotors.com

CUSTOMER NO.

City of Livingston

PURCHASER

220 E Park St

STREET	ADDRES

Livingston	MT	59047
CITY	STATE	ZIP CODE
		406-219-6215

1 J Fleids	10/1/2025				406-219-6215	
SALEMAN'S NAME	DATE	RES. PHON	NE E	BUS. PHONE	CELL PHONE	
PLEASE ENTER MY ORDER FOR THE FOLLOWING	a: NEW	USED	☐ DEMO	☐ CAR	☐ TRUCK	

MAKEChevrolet YEAR 2025 MODELS OR BODY

SERIES Silverado 3500HD TYPE CB COLOR Summit White MILES 2 STOCK NO. C251047

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E-Mail: ttidwell@livingstonmontana.org	AHALIS BO LATKAR	FI ANY	BALANCE OWED TO:	TORUNE THE AREA
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seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. This disclaimer by this seller in no way affects the terms of the manufacturers warranty. The buyer acknowledges being so informed prior to the sale. "WE DO NOT GUARANTEE ODOMETER MILEAGE ON ANY UNIT." Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises OR HIS AL

the complete and exclusive sta	atement of the terms of the agreement relating	g to the subject matters covered hereby	v. and THAT ORDER BECOMES BINDING	LINTIL ACCEPTED BY DEALER
JTHORIZED REPRESENTATIVE.	Purchaser by his execution of this Order acl	knowledges that he has read its terms a	and conditions and has received a true co	ppy of this Order.

ACCEPTED BY _ DEALER OR HIS AUTHORIZED REPRESENTATIVE

NOT VALID UNLESS ACCEPTED BY MANAGEMENT

"INSURANCE"

NO VERBAL ORDERS - THIS IS COMPLETE AGREEMENT

10/1/2025

PURCHASER SIGNATURE

DATE

NOT VALID UNLESS ACCEPTED BY MANAGEMENT



Purchase Order

Number: 20226 Date: 10/2/2025

Vendor: RESSLER MOTORS

8474 HUFFINE LN BOZEMAN MT 59718

Quantity	Item #	Description	Unit Cost	Total Cost
1		2025 SILVERADO 3500HD	\$65,228.00	\$65,228.00
		DOCUMENTATION FEE	399.00	399.00
		BID ASSISTANCE	2700.00	- 2,700.00
			TOTAL	\$62.927.00

The City of Livingston is a tax-exempt political subdivision of the State of Montana.

Please confirm this City of Livingston Purchase Order with Shannon Holmes, at Sholmes@LivingstonMontana.org or (406) 222-5667.

Please Ship Above Listed Items to:

City of Livingston Attn: Shannon Holmes 330 Bennett St

Livingston, MT 59047

Order Submitted By:
Grant Gager
City Manager

A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING OCTOBER 2025 AS FIRE PREVENTION MONTH IN LIVINGSTON, MONTANA.



Proclamation

Of the Livingston City Commission

Declaring October 2025, as National Fire Prevention Month

in Livingston, Montana

WHEREAS, October is recognized nationally as Fire Prevention Month, with Fire Prevention Week observed October 5–11, to raise awareness and help protect homes and families from fire; and

WHEREAS, Fire Prevention Week began in 1922 through the National Fire Protection Association (NFPA), in commemoration of the Great Chicago Fire of 1871, and continues as the longest-running public health and safety observance in the United States; and

WHEREAS, statistics highlight the need for vigilance, as nearly three of every five home fire deaths occur in residences without smoke alarms or with non-working alarms, carbon monoxide remains a leading cause of accidental poisoning, and a fire department responds to a fire every 24 seconds in America; and

WHEREAS, Livingston Fire & Rescue stands as the busiest single-station fire department in the State of Montana, averaging 2,500 calls for service each year and on track to reach 3,000 calls in 2025, while also being recognized as one of the most advanced EMS providers in the state; and

WHEREAS, Livingston Fire & Rescue is staffed by 20.5 full-time employees and 19 Reserve Firefighters who bring specialized expertise as Firefighter EMTs, Firefighter Paramedics, Engineers, Captains, Battalion Chiefs, and a Community Paramedic/RN, and who courageously respond to fires, rescues, and emergencies at all hours of the day; and

WHEREAS, over the past year Livingston Fire & Rescue advanced its heavy rescue and search and rescue capabilities with new equipment and advanced training, making it the only specialized heavy rescue/technical rescue team from Bozeman Pass to Billings, and has responded to structure fires, wildland fires, vehicle fires, and nearly 50 technical rescues, preventing millions of dollars in losses and safeguarding lives despite civilian injuries and fatalities;

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

Further, I encourage all residents to practice fire prevention by installing and maintaining smoke and carbon monoxide detectors, preparing family evacuation plans, keeping fire extinguishers accessible, and recognizing the dedicated service of Livingston Fire & Rescue in protecting lives and property.

Signed	this	day	ot	October,	2025

Quentin Schwarz, Chair	Emily Hutchinson
Livingston City Commission	City Clerk

B. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING OCTOBER 5-11 2025 AS CODE ENFORCEMENT APPREICATION WEEK IN LIVINGSTON, MONTANA.



Proclamation

Of the Livingston City Commission

Declaring October 5 -1, 2025, as Code Enforcement Appreciation Week

in Livingston, Montana

WHEREAS, the second full week of October has been designated as Code Enforcement Appreciation Week to recognize the importar contributions made by Code Enforcement Officers across the nation; and
WHEREAS, the Code Enforcement Officers of the City of Livingston provide for the safety, health, and welfare of all citizens throug the fair and consistent enforcement of local codes and ordinances; and
WHEREAS, these ordinances address a wide range of community needs including building, zoning, housing, animal contro environmental protection, public health, and life safety; and

WHEREAS, the City of Livingston is fortunate to be served by a dedicated Code Enforcement team of three professionals who work tirelessly in all weather conditions, during regular hours and while on call after hours, to safeguard and improve the quality of life for all who live, work, and visit our community; and

WHEREAS, these officers carry out their duties with professionalism, integrity, and commitment to public service, often under challenging circumstances, and their efforts directly contribute to the well-being and appearance of our neighborhoods; and

WHEREAS, the City of Livingston wishes to recognize and thank our Code Enforcement Officers for their hard work, dedication, and the essential role they play in maintaining a safe, healthy, and vibrant community;

NOW, THEREFORE, BE IT RESOLVED, on behalf of the Livingston City Commission, I, Quentin Schwarz, Chair, do hereby proclaim October 5 - 11, 2025, to be Code Enforcement Appreciation Week in Livingston, Montana.

Further, I encourage all citizens to join me in expressing gratitude to our Code Enforcement Officers for their invaluable service to our community.

Signed this day of October , 2025	
Quentin Schwarz, Chair	Emily Hutchinson
Livingston City Commission	City Clerk

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 APPRPRIATION 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 5177

Recommendation and Summary

Staff is recommending the Commission approve Resolution 5177 amending the budget for the Fiscal Year Ended June 30, 2025.

"I move to approve Resolution Number 5177 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.

M Sail	^	
<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 23-24.

Strategic Alignment

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

Attachments

• Resolution 5177

RESOLUTION NO. 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.

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	e Adjustments			
Fund	Description/Purpose	Account	A	mount
Perpetual				
Cemetery	Interest Earnings	8010-371010		1,034
		TOTAL	\$	1,034

Appropriation Adjustments

Fund	Description/Purpose	Account	Amount	Fund Reserves	Unanticipated Unbudgeted Revenues Revenues	Į
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 7th day of October, 2025.

	QUENTIN SCHWARZ - Chairperson
ATTEST:	APPROVED AS TO FORM:
EMILY HUTCHINGSON	JON HESSE
Clerk	City Attorney

Resolution No. 5177

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. Page 1

[Exhibit A to Resolution No. 5177]

NOTICE

A public hearing will be held by the City Commission of Livingston, Montana, on October 21st, 2025 in the Community Room of the City County Complex, 414 E Callender Street, Livingston MT at 5:30 p.m., on Resolution No. 5177 entitled 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 AND CALLING FOR A PUBLIC HEARING. For further information, contact Finance Director, Paige Fetterhoff, at (406) 823-6003.

B. UPDATE ON WATER RECLAMATION FACILITY REPAIRS



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: October 7, 2025

TO: Chair Schwarz and City Commissioners

FROM: Grant Gager, City Manager

RE: Staff Report for Update From Water Reclamation Facility Staff

Recommendation and Summary

Staff is providing an update to the City Commission on the operations of the City's Water Reclamation Facility. 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 Reclamation Facility suffered catastrophic failures in both mixing basins over the past twelve months that have recently been repaired.

Introduction and History

The City's Water Reclamation Facility (WRF) handles the effluent from the City's sewer system, returning clean water into the Yellowstone River ecosystem. In October 2024, one of the two mixing basins experienced a catastrophic failure that required the basin to be removed from operation. In April 2025, the repairs to the first basin were completed. As expected, albeit sooner than expected, the second basin experienced a similar failure in July 2025.

Analysis

The City of Livingston's team at the WRF recently completed repairs to the facility and returned both mixing basins to operation. The team will present an update to the Commission on the issue.

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

C. CITY MANAGER UPDATE ON GROWTH POLICY IMPLEMENTATION



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: October 7, 2025

TO: Chair Schwarz and City Commissioners

FROM: Grant Gager, City Manager

RE: Staff Report for Growth Policy Implementation Update

Recommendation and Summary

Staff is providing an update to the City Commission on the implementation of the Growth Policy. As such, no motion is requested or required though feedback and direction from the Commission is appreciated.

The reasons for the recommendation are as follows:

- The City of Livingston Growth Policy was adopted by the City Commission on June 15, 2021, and is approaching the statutorily required review.
- City staff presented a plan to begin implementing the recommendations of the Growth Policy on February 7, 2023, and is providing an update.

Introduction and History

Part 6 of Chapter 1 of Title 76 of the Montana Code Annotated (MCA) establishes growth policies and provides for the contents of the document. Section 605 of that Part, requires that the City Commission "be guided by and give consideration to the general policy and pattern of development set out in the growth policy" in certain actions, including the "adoption of zoning ordinances and resolutions." The City of Livingston most recently updated its Growth Policy on June 15, 2021.

Analysis

The City of Livingston Growth Policy contains 21 goals, 74 objectives and 219 strategies in nine topic areas. Additionally, Chapter 11 of the Growth Policy includes four land use recommendations, including, most specifically, the adoption of an ordinance for planned unit developments.

City staff presented a plan to begin implementing the recommendations of the Growth Policy on February 7, 2023, and is providing an update in advance of the formal review required by MCA 76-1-601



Fiscal Impact

There is no fiscal impact arising from this update.

Strategic Alignment

Reviewing the progress of implementation for the Growth Policy helps ensure alignment of staff work with community-identified goals.

Attachments

None