



Livingston City Commission Agenda

September 01, 2026

5:30 PM

City – County Complex, Community Room

Join Zoom Meeting

<https://us02web.zoom.us/j/85012693053?pwd=1gvRSOVou93BYTGIIcNEsmxwDn2pbl.1>

Meeting ID: 850 1269 3053

Passcode: 335538

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

4. 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)

5. Consent Items

- A. APPROVAL OF MINUTES FROM AUGUST 18, 2026, REGULAR MEETING PG. 3**
- B. APPROVAL OF CLAIMS PAID 8/13/26 - 8/26/26 PG. 22**
- C. APPROVAL OF PURCHASE ORDER 20277 WITH JACKSON GROUP PETERBILT PG. 31**
- D. AGREEMENT 20284 WITH MIKE COLEMAN CONSTRUCTION PG. 56**
- E. AGREEMENT 20285 WITH TD&H FOR CONSTRUCTION ADMINISTRATION SERVICES PG. 96**

6. Proclamations

- A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, PG. 114**
DECLARING SEPTEMBER 8, 2026 AS 988 DAY IN LIVINGSTON, MONTANA

7. Scheduled Public Comment

- A. POSSIBLE RE-ALIGNMENT OF CITY STREET**

8. Action Items

- A. INTRODUCTION TO 5-YEAR GROWTH POLICY REVIEW PG. 116**
- B. CONSIDERATION OF REMOVAL OF RIVER DRIVE FROM MONTANA DEPARTMENT OF PG. 140**
TRANSPORTATION URBAN SYSTEM

- C. RESOLUTION 5204: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, LEVYING 100% OF THE COST FOR STREET MAINTENANCE AND IMPROVMENTS DISTRICT NO. 1 FOR FISCAL YEAR 2026-2027 IN THE AMOUNT OF \$1,459,503, AND ASSESSING ALL PROPERTY WITHIN THE DISTRICT.**

PG. 145

- D. RESOLUTION 5205: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTIMATING THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 IN THE AMOUNT OF \$58,169 FOR FISCAL YEAR 2026-2027 AND LEVYING AND ASSESSING 49.3% OF THE ESTIMATED COSTS AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS TAXABLE VALUE BEARS TO THE TAXABLE VALUE OF THE DISTRICT.**

PG. 149

- E. RESOLUTION 5206: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, MODIFYING SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 49.3% OF THE ESTIMATED COST OF \$46,831 FOR FISCAL YEAR 2026-2027 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS TAXABLE VALUE BEARS TO THE TAXABLE VALUE OF THE DISTRICT.**

PG. 153

- F. RESOLUTION 5207: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTABLISHING STORMWATER RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON STORMWATER SYSTEM.**

PG. 157

- G. RECONSIDERATION OF CITY COMMISSION ACTION ON JUNE 10, 2026**

PG. 162

- H. CLOSED SESSION TO DISCUSS LEGAL STRATEGY PURSUANT TO 2-3-203(4)(a)**

9. City Manager Comment

10. City Commission Comments

11. Adjournment

Notice

- Public Comment: The public can speak about an item on the agenda during discussion of that item by coming up to the table or podium, signing-in, and then waiting to be recognized by the Chair. Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).

The Chair shall have the discretion to solicit comments from the public in the following order: (1) residents of the City, (2) business owners or operators in the City, (3) other organizations conducting operations in the City, and (4) residents, businesses or organizations from outside the City. The Chair may limit each person's comment period to not less than three (3) minutes.

- Meeting Recording: An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Clerk. 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 City meetings, please contact the City Clerk at least 24 hours in advance of the specific meeting you are planning on attending.

File Attachments for Item:

A. APPROVAL OF MINUTES FROM AUGUST 18, 2026, REGULAR MEETING



Livingston City Commission Minutes

August 18, 2026

5:30 PM

City – County Complex, Community Room

<https://us02web.zoom.us/j/88561270637?pwd=HduOqvgwLvOTtcbJXlnHj3d9YFTxD2.1>

Meeting ID: 885 6127 0637

Passcode: 264890

1. Call to Order

5:36 pm Chair Nootz called the meeting to order.

2. Roll Call

- Chair Nootz
- Vice Chair Willich
- Commissioner Daniels
- Commissioner Wilcox
- Commissioner O'Neill

City Staff Present

- City Manager Grant Gager
- Assistant Chief of Police Andrew Emanuel
- Finance Director Paige Fetterhoff

3. Pledge of Allegiance

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

Chair Nootz asked the room to stand for the pledge of allegiance.

4. 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:

- Laura Cota, from the Livingston Depot, thanked the City and Commission for their partnership on a new statue of Warren McGee that is going up and invited the public to attend on Wednesday, September 2nd at noon at The Depot.
- Karen Daro asked about stormwater, cost, and how quickly the population will go up.

- Melanie Maganias expressed her thoughts about keeping the outdoor pool open and her poll results that she has out online.
- Linda Mahr expressed that she would like to see the outdoor pool stay open. She requested regular updates on the railroad crossing.
- Tim Watson expressed support for LHC and the work they will be doing on their property and asked to be on an agenda for the Growth Policy to discuss use of his land.
- Jay Keifer asked about the City Manager counseling and commented about the outdoor pool.
- Becky Bird expressed appreciation for the proclamation on tonight's agenda.

The City Manager addressed a comment made about a slush fund related to the pool, and he clarified that the City does not have a slush fund or anything like that. Chair Nootz asked for a railroad crossing update.

The City Manager stated that Consent Item H is an agreement with BNSF that relates to the 5th Street crossing. He stated this is a minor project to increase the quality for vehicles crossing at that location. He stated that this improvement is separate from the grade-separated crossing. He stated in the spring the City put out an RFP for the location alternative analysis, and did not receive any proposals. He stated that he and City staff then conducted interviews with known plan holders to try and understand why people didn't respond to the RFP. They gained very valuable insight into the project and engineering workloads in Montana. The City released a modified RFP, and he is optimistic they will receive some applications.

Commissioner Daniels clarified that the rail crossing is a priority of the Commission and stated there have been a few distractions they are hoping will be resolved soon, so they can get back to working on items from their priority list.

Chair Nootz asked for a Growth Policy update.

The City Manager stated it is staff's expectation that they will present a Growth Policy update at the next meeting.

Chair Nootz mentioned a vote being on the table related to the City Manager's counseling classes.

Commissioner Daniels stated that at a previous meeting she motioned to change a vote related to the City Manager classes, and there is an investigation into that, and that is why they do not have an update on his progress related to the counseling.

5. Consent Items

- A. APPROVAL OF MINUTES FROM JULY 21, 2026, REGULAR MEETING [PG.5](#)**
- B. APPROVAL OF CLAIMS PAID 7/6/26 - 8/12/26 [PG.32](#)**
- C. APPOINTMENT OF MARY BEEBE TO THE CITY/COUNTY BOARD OF HEALTH [PG.67](#)**
- D. APPOINTMENT OF COLIN DAVIS TO CITY-COUNTY AIRPORT BOARD [PG.79](#)**
- E. AMENDMENT NO. 1 TO AGREEMENT 20232 WITH TD&H ENGINEERING [PG.85](#)**
- F. AGREEMENT 20271 WITH RDO EQUIPMENT [PG.95](#)**
- G. PURCHASE ORDER 20276 WITH MAC WASTE TRAILER INCORPORATED [PG.99](#)**
- H. AGREEMENT 20278 WITH BNSF RAILWAY [PG.108](#)**

I. PURCHASE ORDER 20280 WITH DIS TECHNOLOGY [PG.119](#)

J. AGREEMENT 20281 WITH AVEL eCARE MEDICAL GROUP P.C. [PG.125](#)

K. TRANSMITTAL OF INFORMATION RECEIVED AT BUSINESS OWNERS BREAKFAST [PG.146](#)

Vice Chair Willich pulled Consent Items C & D.

Commissioner Wilcox pulled Consent Item K.

The City Manager handed out amended termination contract language for Consent Item J and asked that the motion reference the modification.

Vice Chair Willich motioned to approve Consent Items A, B, E-J with the updated termination language in J, seconded by Commissioner Wilcox. Unanimously approved.

Vice Chair Willich asked the City Manager if he needed to recuse himself from voting on Consent Item C since he is on the Board of Health.

The City Manager stated no, he is acting within his role as City Commissioner, and part of that role is to appoint members to the Board of Health.

Vice Chair Willich motioned to approve Consent Item C, seconded by Commissioner Wilcox. Unanimously approved.

Vice Chair Willich stated he is on the Airport Board and recused himself from that item.

Commissioner Wilcox stated she appreciates the responses in Consent Item K. She would like to see more economic development in the Growth Policy.

Commissioner Wilcox motioned to approve Consent Item K, seconded by Commissioner Daniels. Unanimously approved.

Vice Chair Willich recused himself from Consent Item D.

Commissioner Wilcox motioned to approve Consent Item D, seconded by Commissioner Daniels. Unanimously approved.

6. Proclamations

A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING AUGUST 21, 2026 AS NATIONAL SENIOR CITIZENS DAY IN LIVINGSTON, MONTANA [PG.154](#)

Chair Nootz read the proclamation.

The City Manager encouraged everyone to connect with the older adults in the community, as he tries to do on a daily basis.

Commissioner Wilcox expressed that she liked this proclamation.

Commissioner O'Neill stated that he liked the proclamation and gave a shoutout to his mother.

Chair Nootz expressed that she liked the proclamation.

7. Scheduled Public Comment

8. Action Items

A. **ORDINANCE NO. 3069: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, RE-ESTABLISHING CHAPTER 19 IN THE LIVINGSTON MUNICIPAL CODE AND ENTITLING IT “STORM SEWER SYSTEM” TO PROVIDE A METHOD OF ASSESSING AND COLLECTING SYSTEM CHARGES AND PROVIDING AN APPEAL AND ADJUSTMENT PROCESS. [PG.156](#)**

The City Manager stated this is the 2nd reading of this ordinance and stated this ordinance **creates** the framework to set and collect fees related to stormwater.

Chair Nootz asked about building permits and population growth over time and what staff expects.

The City Manager stated the City sees 30-40 building permits approved every year and an average home size of a little over 2 people. He stated the recent growth has been about 50 per year, and reminded everyone of several hundred units of housing that have been entitled, like Discovery Vista and Mountain View subdivisions and the Brookstone PUD.

Public comment was offered by:

- Sarah Stands from PCEC expressed support for this project.

Commissioner Wilcox expressed understanding that not everyone wants another fee, but reminded everyone of the importance of this project and recalled when a truck got stuck in the underpass after heavy rain and LFR had to help them get out. She shared that the City website has a Projects page, and under stormwater is a timeline for the project.

Vice Chair Willich expressed not being a fan of raising taxes, but understands the importance of this project for the community.

Chair Nootz stated when it comes to population, and things like that it is important to pay attention to what is happening at the state level because at times it does override the City Commission.

Commissioner Wilcox motioned to approve this item, seconded by Commissioner Daniels.

For: Nootz, Willich, Daniels, Wilcox

Against: O'Neill

B. **RESOLUTION 5199: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO SPECIFY THE ASSESSMENT OPTION FOR STREET MAINTENANCE AND IMPROVMENTS DISTRICT NO. 1 FOR FISCAL YEAR 2026-2027 IN AN ESTIMATED AMOUNT OF \$1,459,503, LEVY AND ASSESS ALL PROPERTY WITHIN THE DISTRICT. [PG.164](#)**

The City Manager stated this item is declaring the Commission's intent to specify the assessment for FY 26-27 for the street maintenance district. He stated this is a City-wide district, and currently and in the prior FY that just ended, the average residential assessment was \$268.60. The increase for residential is expected to be \$282.03. The prior FY for commercial was \$646.95 and is expected to increase to \$679.30. He stated that all of this funds the City street maintenance work for FY27, and it does include surface crossing improvements at the Bennett St. crossing.

Public comment was offered by:

- Laura Cota with the Livingston Depot addressed losing some parking spaces in the Livingston Depot parking lot and how that will lead to loss of revenue.
- Linda Mahr asked for clarification on what Laura was talking about.
- Bob Gersack from the Livingston Depot Foundation expressed agreement with Laura.

Chair Nootz asked the City Manager to follow up with Laura about this.

The City Manager stated they will continue their conversations with The Depot about this.

Commissioner Wilcox expressed that she likes understanding what these funds will be used for.

Commissioner Daniels motioned to approve this item, seconded by Commissioner O'Neill. Unanimously approved.

C. RESOLUTION 5200: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ESTIMATE THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 IN THE AMOUNT OF \$58,169 FOR FISCAL YEAR 2026-2027 AND LEVYING AND ASSESSING 49.3% OF THE ESTIMATED COSTS AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS TAXABLE VALUE BEARS TO THE TAXABLE VALUE OF THE DISTRICT. [PG.169](#)

The City Manager stated this is for the City-wide lighting district number 20, and this is for maintaining and supplying electrical current to existing lights within the district. In the prior year, the average residential assessment was \$20.26, and the current year would be \$21.27. For commercial properties, it would increase from \$48.87 to \$51.31.

Vice Chair Willich asked if the levy last year was assessed for 100% of the cost, and wondered why this year it's 49.3% of the cost.

Finance Director Fetterhoff stated that likely the resolution said 100% last year. She stated this year, when you look at the actual costs of the maintenance and supply of electrical current to the lights, we don't need to levy 100% of what those actual costs are this year.

Commissioner O'Neill motioned to approve this item, seconded by Commissioner Daniels. Unanimously approved.

D. RESOLUTION 5201: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO MODIFY SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 49.3% OF THE ESTIMATED COSTS OF \$46,831 FOR FISCAL YEAR 2026-2027 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS TAXABLE VALUE BEARS TO THE TAXABLE VALUE OF THE DISTRICT, AND CALLING FOR A PUBLIC HEARING. [PG.174](#)

The City Manager stated this item seeks to set the assessment for FY 27 for lighting appurtenances. He stated the average assessment for residential in the prior year was \$20.26, and for commercial it was \$48.87. If approved, it will increase to \$21.27 and \$51.31.

Public comment was offered by:

- Linda Mahr asked if any street lights are being replaced with anything that includes surveillance.

The City Manager stated no surveillance is installed in any of our light posts, but the light posts are dark sky compliant.

Commissioner Daniels motioned to approve this item, seconded by Commissioner Wilcox. Unanimously approved.

E. RESOLUTION 5203: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, FIXING THE TAX LEVY FOR FISCAL YEAR 2026-2027. [PG.179](#)

The City Manager stated this item **seeks** to set the tax levy for FY26-27. He stated the total mills seeking to be levied are 213.02.

Chair Nootz asked to see the chart on pg. 180 of the packet. She stated there is a lot of misinformation being spread online that they can't respond to related to mills and the Wellness Center. She asked for clarification on the mills, as they appear as though they could have been a lot higher.

Finance Director Fetterhoff pointed out that pg. 184 is very helpful to explain this.

The City Manager stated mills can be confusing, and stated that if the Wellness Center had not been approved, the mills would be lower. He stated that the general business revenue equation is that revenue equals price times quantity. For municipal finance, the revenue from property taxes equals price times quantity. Price in property taxes is the number of mills to be levied, and quantity is the total amount of taxable value in the City. So, revenue from property taxes is equal to the mill rate times the amount of taxable value.

Finance Director Fetterhoff explained the form on pg. 184.

Commissioner Wilcox clarified that the City only has 1 TIF.

Finance Director Fetterhoff stated that is correct.

Commissioner Wilcox asked why another would be created.

The City Manager stated that tax increment financing is used as a way to fund infrastructure improvements in an area that a governing body expects to see growth and a need for infrastructure improvements.

Chair Nootz thanked the City Manager and Finance Director for their work on this and their explanations tonight.

Vice Chair Willich stated he reviewed property tax info from the state for 2025, and last year the state implemented a tiered level of how properties are assessed. He reminded everyone that those things that were approved in Helena are what we have to then react to here in the City of Livingston.

Commissioner Daniels expressed thanks to the City Manager and Finance Director for their expertise on this.

Commissioner O'Neill expressed thanks for the explanation tonight.

Commissioner Wilcox also expressed thanks for the explanation on this item tonight.

Chair Nootz stated the City of Livingston is lucky to have staff like the City Manager and its directors that take care of the community.

Commissioner Daniels motioned to approve this item, seconded by Vice Chair Willich. Unanimously approved.

F. RESOLUTION NO. 5202: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF IT'S INTENT TO ESTABLISH STORMWATER RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON STORMWATER SYSTEM. [PG.188](#)

The City Manager stated this item seeks to express the Commission's intent to levy a stormwater assessment for FY27. He gave a brief presentation on stormwater. He invited Dave from AE2S to talk about the residential equivalency factor.

Dave gave a brief presentation, as the engineer on this project, about REFs.

Commissioner Wilcox asked if there would be a time that they would re-evaluate the REF based on growth.

Dave stated that if the needs change, then yes, the amount could change to match the need. He stated the REF model will be sustained through growth and changes in the community.

Chair Nootz recalled that with previous Commissions they explored how to make this equitable. She asked if there is a relationship between the amount of commercial development and residential development in terms of the cost of the REF.

Dave stated that because commercial properties could still be measured based on their impervious area, they would pay more.

Chair Nootz thanked Dave for his time tonight and stated she is excited to see this moving forward. She reminded everyone that Public Works Director Holmes has been working on this for 11 years, and it's great to see its progression. She asked about numbering on the map, and asked about the number 1 on the map and stormwater impacts where the Public Works facilities are.

The City Manager stated that is a disposal facility, and it would be some drying basins out at Public Works.

Chair Nootz asked how this prevents algae blooms in the river.

The City Manager stated that urban and agricultural runoff are very big deals when it comes to maintaining water quality. He stated that we are the most upstream municipality on the Yellowstone River, and everything we put out that is treated ends up in the Yellowstone River and becomes other cities' drinking water.

Public comment was offered by:

- Linda Mahr asked about ADUs affecting the permeability of properties and wondered if that will change the REF.

The City Manager stated ADUs don't turn into a multifamily property until they get beyond 4 units, so they are considered single-family homes and would be billed 1 REF.

Chair Nootz asked how many building permits have been approved for ADUs.

The City Manager stated that the City sees a handful of ADU permits per year.

Commissioner Daniels stated the most important part of this is the environmental factors and community health.

Commissioner Wilcox reminded everyone to use the project page on the City website to see what is going on with this project.

Chair Nootz stated this is one of the topics that is getting a lot of misinformation. She reminded everyone that this is not a new topic or project, it has been in the works for 11 years.

Commissioner Wilcox motioned to approve this item, seconded by Commissioner Daniels.

For: Nootz, Willich, Daniels, Wilcox

Against: O'Neill

G. CLOSED SESSION TO DISCUSS LEGAL STRATEGY PURSUANT TO 2-3-203(4)(a)

Chair Nootz motioned to enter closed session, seconded by Vice Chair Willich. Unanimously approved.

9. City Manager Comment

The City Manager thanked the Commission for the meeting tonight.

10. City Commission Comments

Commissioner O'Neill thanked everyone for an informative meeting.

Commissioner Wilcox agreed with Commissioner O'Neill.

Commissioner Daniels read a statement regarding misinformation being spread.

Vice Chair Willich thanked everyone for a great meeting.

Chair Nootz thanked City staff for their work tonight and for showing up tonight. She also read a statement regarding misinformation.

Chair Nootz motioned that the information that Commissioner Daniels has been submitted to the City Manager to review, evaluate, and offer an update to the City Commission based on their concerns and any and all available public records. The process should inform any potential policy improvements the City Commission should consider moving forward regarding these types of topics. Seconded by Commissioner O'Neill.

11. Adjournment

10:24pm Vice Chair Willich motioned to adjourn, seconded by Commissioner O'Neill. Unanimously approved.

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STORMWATER UTILITY

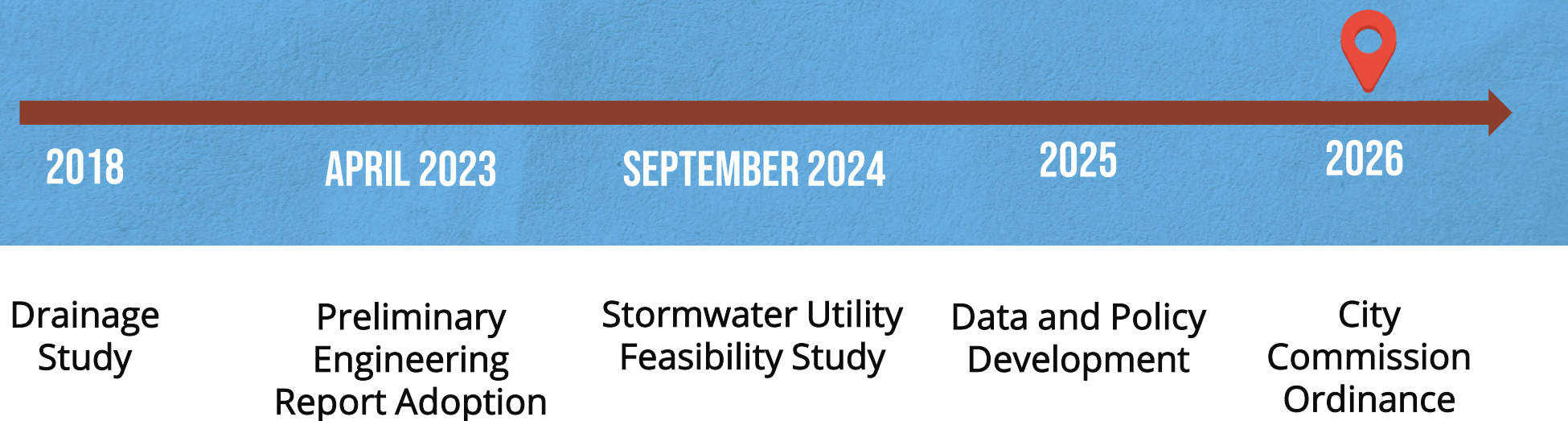
AUGUST 18, 2026

2025 FLOODING EVENTS



LIVINGSTON
MONTANA

RECENT STORMWATER TIMELINE



Livingston, Montana

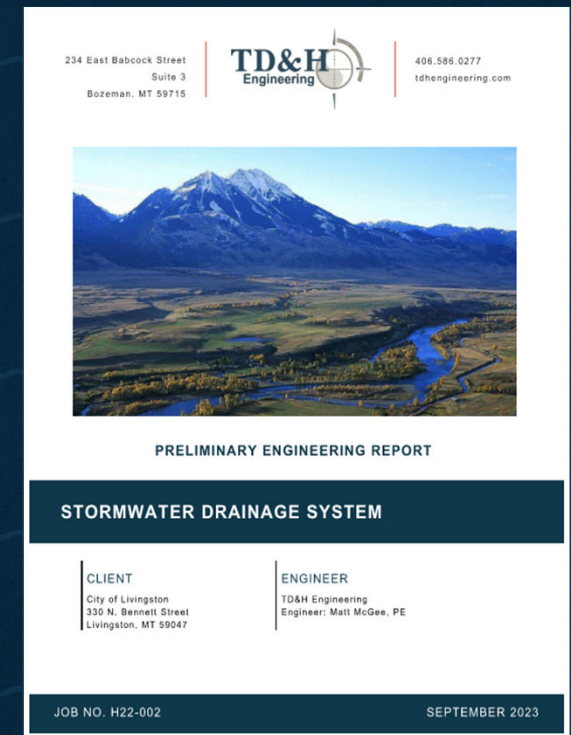
WHY STORMWATER MANAGEMENT

■ Local Stormwater Challenge

- Urban Flooding
- Water Quality Impacts
- Future MDEQ Permitting (MS4)

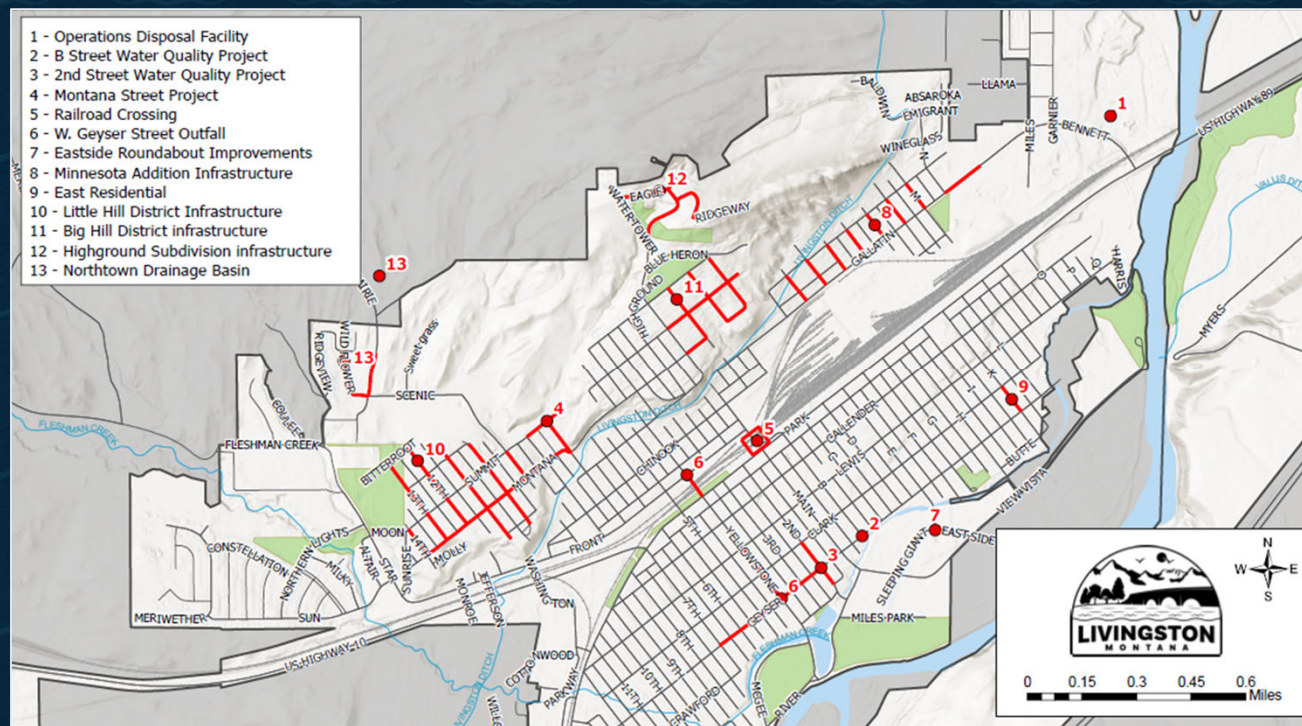
■ Major System Needs

- Capital Projects (+\$10.0 Million)
- Deferred Maintenance
- No Dedicated Staff for Stormwater



LIVINGSTON
MONTANA

PRIORITY CAPITAL PROJECTS



LIVINGSTON
MONTANA

PROPOSED BUDGET HIGHLIGHTS

- Operation and Maintenance
 - One (1) Full Time Employee
 - Equipment
 - Tools, Parts, and Supplies
- Capital Projects (Five-Year)
 - B and 2nd Street Projects (water quality)
 - Montana Street Improvements
 - 2nd Street Stormwater (pipe upsizing)
 - Operations Debris Disposal Facility
- General Fund Reimbursement
- Reserves/Savings (Six-Months)

RESIDENTIAL EQUIVALENCY FACTOR

- REF is a commonly used basis for stormwater utility rates in cities and towns nationwide and in Montana.
- Impervious Area is land with limited or no infiltration capacity – driveways, roads, parking lots, sidewalks, roofs.
- Residential parcels pay a flat 1 REF; commercial and multi-family are billed on measured impervious area, so their REFs vary.
- The REF rate is multiplied by each property's REFs to set the charge.



Residential Units

One REF is applied to each since they are similar

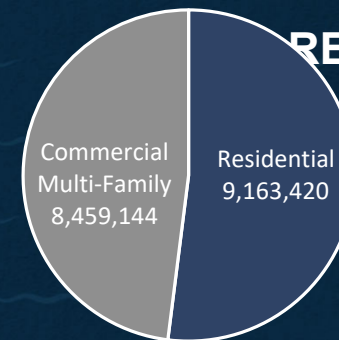


Commercial and Multi-Family Units

Varied REFs given their range of impervious area and runoff impact

How did we calculate 1 REF?

- GIS mapping of impervious area across all 3,538 residential parcels
- 337 lots analyzed — a 10% representative sample
- Total sampled impervious area = 938,859 ft²
- Average = 2,790 ft² | Median = 2,590 ft²
- Median used (not average) so a few very large lots don't skew the rate, then rounded:



REF = 2,600 ft²

Total Impervious Area = 17,622,564 ft²



RATE COMPARISONS

Residential

1 REF = \$7



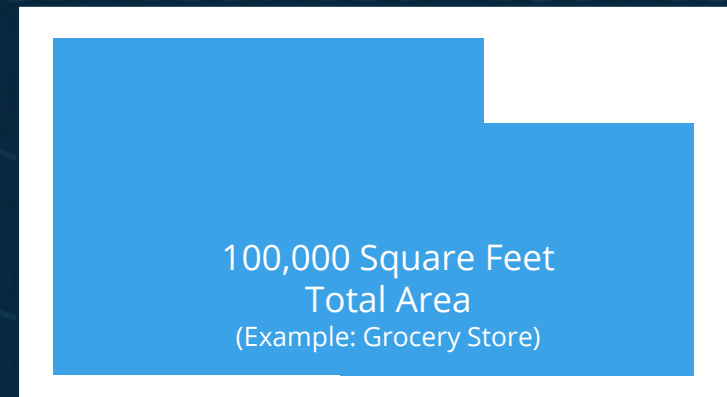
Commercial (small)

3x REF = \$21



Commercial (large)

39x REF = \$273



 = Parcel Area

 = Impervious Area (i.e., building footprints, driveways, and parking areas)

Projected Annual Revenue: \$570,450

QUESTIONS?

LIVINGSTON
M O N T A N A

File Attachments for Item:

B. APPROVAL OF CLAIMS PAID 8/13/26 - 8/26/26

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ADAMS, MICHAEL							
10008	ADAMS, MICHAEL	TK2026-0059	BAILIFF	08/07/2026	180.00	180.00	08/20/2026
Total ADAMS, MICHAEL:					180.00	180.00	
ADVANCED ENGINEERING &							
3605	ADVANCED ENGINEERING &	113138	WATER RECLAMATION SERVIC	08/11/2026	1,908.73	1,908.73	08/20/2026
Total ADVANCED ENGINEERING &:					1,908.73	1,908.73	
AMERIGAS							
10002	AMERIGAS	3192429774	TANK RENTAL - JUNE 2026	07/31/2026	136.07	136.07	08/20/2026
Total AMERIGAS:					136.07	136.07	
BNSF RAILWAY COMPANY							
10006	BNSF RAILWAY COMPANY	26008448	LAND LEASE 9/1/26-8/31/27 - NP	08/04/2026	100.00	100.00	08/20/2026
10006	BNSF RAILWAY COMPANY	26008449	LAND LEASE 9/1/26-8/31/27 - M	08/04/2026	568.00	568.00	08/20/2026
10006	BNSF RAILWAY COMPANY	26008553	LAND LEASE 9/11/26-9/10/27 - M	08/04/2026	100.00	100.00	08/20/2026
10006	BNSF RAILWAY COMPANY	26008624	LAND LEASE 9/28/26-9/27/27 - M	08/04/2026	100.00	100.00	08/20/2026
10006	BNSF RAILWAY COMPANY	26008625	LAND LEASE 9/28/26-9/27/27 - M	08/04/2026	100.00	100.00	08/20/2026
10006	BNSF RAILWAY COMPANY	90305881	1/2 OF TRANSPORTATION IMPA	08/13/2026	7,438.26	7,438.26	08/20/2026
Total BNSF RAILWAY COMPANY:					8,406.26	8,406.26	
BOUND TREE MEDICAL, LLC							
2662	BOUND TREE MEDICAL, LLC	86306122	EMS PT SUPPLIES	08/05/2026	75.27	75.27	08/20/2026
2662	BOUND TREE MEDICAL, LLC	86312836	EMS PT SUPPLIES	08/11/2026	608.11	608.11	08/20/2026
2662	BOUND TREE MEDICAL, LLC	86314628	EMS PT SUPPLIES	08/12/2026	31.90	31.90	08/20/2026
2662	BOUND TREE MEDICAL, LLC	86314629	EMS PT SUPPLIES	08/12/2026	31.77	31.77	08/20/2026
Total BOUND TREE MEDICAL, LLC:					747.05	747.05	
CENTURYLINK							
162	CENTURYLINK	90015274	R SPAR (7/1/26-6/30/27)	07/01/2026	33,794.29	33,794.29	08/20/2026
Total CENTURYLINK:					33,794.29	33,794.29	
CHARTER COMMUNICATIONS							
3440	CHARTER COMMUNICATIONS	172677901080	228 W CALLENDER	08/07/2026	58.38	58.38	08/20/2026
Total CHARTER COMMUNICATIONS:					58.38	58.38	
CITY OF LIVINGSTON							
131	CITY OF LIVINGSTON	1012100 2026.	UTILITIES	08/04/2026	484.80	484.80	08/20/2026
131	CITY OF LIVINGSTON	2026_07	DISBURSEMENT TO THE CITY	07/31/2026	4,656.76	4,656.76	08/03/2026
Total CITY OF LIVINGSTON:					5,141.56	5,141.56	
COLMEY VETERINARY HOSPITAL							
90	COLMEY VETERINARY HOSPIT	371862	VETERINARY SERVICES	07/31/2026	187.25	187.25	08/20/2026
Total COLMEY VETERINARY HOSPITAL:					187.25	187.25	
COMDATA							
2671	COMDATA	20445395	CG72P - FUEL - JULY 2026	08/01/2026	4,344.51	4,344.51	08/13/2026
2671	COMDATA	20445395	CG72R - FUEL - JULY 2026	08/01/2026	304.79	304.79	08/13/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2671	COMDATA	20445395	CG72R - FUEL - JULY 2026	08/01/2026	124.79	124.79	08/13/2026
2671	COMDATA	20445395	CG73C - FUEL - JULY 2026	08/01/2026	1,150.80	1,150.80	08/13/2026
2671	COMDATA	20445395	CG73L - FUEL - JULY 2026	08/01/2026	23.43	23.43	08/13/2026
2671	COMDATA	20445395	CG73L - FUEL - JULY 2026	08/01/2026	186.83	186.83	08/13/2026
2671	COMDATA	20445395	CG73S - FUEL - JULY 2026	08/01/2026	1,316.60	1,316.60	08/13/2026
2671	COMDATA	20445395	CG74G - FUEL - JULY 2026	08/01/2026	827.63	827.63	08/13/2026
2671	COMDATA	20445395	CG73H - FUEL - JULY 2026	08/01/2026	91.27	91.27	08/13/2026
Total COMDATA:					8,370.65	8,370.65	
CORE & MAIN LP							
3733	CORE & MAIN LP	INV0034327	PIPE PULLING ATTACHMENT/S	08/10/2026	1,847.85	1,847.85	08/20/2026
3733	CORE & MAIN LP	Z521696	LIFT STATION MAINT	08/10/2026	67.84	67.84	08/20/2026
3733	CORE & MAIN LP	Z537528	LIFT STATION MAINT	08/11/2026	29.44	29.44	08/20/2026
Total CORE & MAIN LP:					1,945.13	1,945.13	
CULLIGAN OF BOZEMAN							
10000	CULLIGAN OF BOZEMAN	571X11223309	COMMERCIAL SERVICE CALL	07/31/2026	265.00	265.00	08/20/2026
10000	CULLIGAN OF BOZEMAN	575X04437503	SOLAR SALT	07/31/2026	242.65	242.65	08/20/2026
Total CULLIGAN OF BOZEMAN:					507.65	507.65	
END2END PUBLIC SAFETY							
10008	END2END PUBLIC SAFETY	26-005687-01	TICKET TRAKS	02/06/2026	59.00	59.00	08/20/2026
10008	END2END PUBLIC SAFETY	26-005687-04	TICKET TRAKS	05/18/2026	729.00	729.00	08/20/2026
10008	END2END PUBLIC SAFETY	26-005687-05	TICKET TRAKS	06/01/2026	334.00	334.00	08/20/2026
Total END2END PUBLIC SAFETY:					1,122.00	1,122.00	
FISHER SAND AND GRAVEL							
2904	FISHER SAND AND GRAVEL	75809	6" CRUSHED GABIAN	07/31/2026	160.65	160.65	08/20/2026
2904	FISHER SAND AND GRAVEL	76311	4000 PSI CONCRETE	08/08/2026	965.00	965.00	08/20/2026
Total FISHER SAND AND GRAVEL:					1,125.65	1,125.65	
FRONTLINE AG SOLUTIONS, LLC							
2516	FRONTLINE AG SOLUTIONS, LL	1348630	V-BELT	08/11/2026	46.21	46.21	08/20/2026
2516	FRONTLINE AG SOLUTIONS, LL	1348631	HOSE/HOSE FITTINGS	08/11/2026	41.81	41.81	08/20/2026
2516	FRONTLINE AG SOLUTIONS, LL	1348633	V-BELT	08/11/2026	172.70	172.70	08/20/2026
2516	FRONTLINE AG SOLUTIONS, LL	1348635	V-BELT	08/11/2026	119.17	119.17	08/20/2026
Total FRONTLINE AG SOLUTIONS, LLC:					379.89	379.89	
GOGOV							
10006	GOGOV	26-617	GOENFORCE CODE SUBSCRIP	08/03/2026	5,940.00	5,940.00	08/20/2026
Total GOGOV:					5,940.00	5,940.00	
HAWKINS, INC							
470	HAWKINS, INC	7533598	CLORINE CYLINDERS	08/15/2026	60.00	60.00	08/20/2026
Total HAWKINS, INC:					60.00	60.00	
HUMAN RESOURCE DEVELOPMENT COUNCIL OF DI							
10004	HUMAN RESOURCE DEVELOP	PCHC-LIV-1-F	PCHC - 7/1/25-6/30/26	08/19/2026	25,000.00	25,000.00	08/24/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total HUMAN RESOURCE DEVELOPMENT COUNCIL OF DI:					25,000.00	25,000.00	
INDUSTRIAL COMM & ELEC OF BOZEMAN							
3455	INDUSTRIAL COMM & ELEC OF	35475	FIRE - RADIO REPAIRS	08/12/2026	144.00	144.00	08/20/2026
3455	INDUSTRIAL COMM & ELEC OF	35774	(12) PMNN4547A - APX 6000XE -	08/11/2026	2,591.00	2,591.00	08/20/2026
3455	INDUSTRIAL COMM & ELEC OF	35780	DISPATCH - AUDIO CHECKS, MI	08/17/2026	477.00	477.00	08/20/2026
Total INDUSTRIAL COMM & ELEC OF BOZEMAN:					3,212.00	3,212.00	
KAUFMANN'S OVERHEAD DOOR, INC.							
1796	KAUFMANN'S OVERHEAD DOO	027573	FIRE BLDG REPAIR - BAY DOO	07/02/2026	630.00	630.00	08/20/2026
Total KAUFMANN'S OVERHEAD DOOR, INC.:					630.00	630.00	
KEMPSTON CONTROLS							
10008	KEMPSTON CONTROLS	IN1969698	CERAMIC FUSE	07/27/2026	107.41	107.41	08/13/2026
Total KEMPSTON CONTROLS:					107.41	107.41	
KENYON NOBLE							
776	KENYON NOBLE	2026.06 FN CH	FINANCE CHARGE - JUNE 2026	06/25/2026	1.00	1.00	08/13/2026
776	KENYON NOBLE	2026.07 FN CH	FINANCE CHARGE - JULY 2026	07/25/2026	1.00	1.00	08/13/2026
Total KENYON NOBLE:					2.00	2.00	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	2026.04.27 FC	FINANCE CHG	04/27/2026	1.64	1.64	08/20/2026
2830	LEHRKIND'S COCA-COLA	2026.04.27 FC	FINANCE CHRG	04/27/2026	1.99	1.99	08/20/2026
2830	LEHRKIND'S COCA-COLA	2026.07.27 FC	FINANCE CHRG	07/27/2026	10.82	10.82	08/20/2026
2830	LEHRKIND'S COCA-COLA	2026.07.27 FC	FINANCE CHRG	07/27/2026	7.87	7.87	08/20/2026
2830	LEHRKIND'S COCA-COLA	4120016	(5) 5 GAL WATER (5) JUG CREDI	05/12/2026	52.50	52.50	08/20/2026
2830	LEHRKIND'S COCA-COLA	4120072	(8) 5 GAL WATER (10) JUG CRE	07/21/2026	72.00	72.00	08/20/2026
2830	LEHRKIND'S COCA-COLA	4120082	(5) 5 GAL WATER (5) JUG CREDI	07/21/2026	52.50	52.50	08/20/2026
2830	LEHRKIND'S COCA-COLA	4120163	(5) 5 GAL WATER (3) JUG CREDI	03/17/2026	64.50	64.50	08/20/2026
2830	LEHRKIND'S COCA-COLA	4120176	(5) 5 GAL WATER (5) JUG CREDI	03/17/2026	52.50	52.50	08/20/2026
2830	LEHRKIND'S COCA-COLA	4120189	(3) 5 GAL WATER (3) JUG CREDI	05/26/2026	31.50	31.50	08/20/2026
2830	LEHRKIND'S COCA-COLA	4120201	(4) 5 GAL WATER (3) JUG CREDI	05/26/2026	48.00	48.00	08/20/2026
2830	LEHRKIND'S COCA-COLA	4120395	(1) 5 GAL WATER (1) JUG CREDI	03/31/2026	13.50	13.50	08/20/2026
2830	LEHRKIND'S COCA-COLA	4120400	(4) 5 GAL WATER (4) JUG CRED	03/31/2026	42.00	42.00	08/20/2026
2830	LEHRKIND'S COCA-COLA	4120426	(6) 5 GAL WATER (4) JUG CREDI	06/09/2026	75.00	75.00	08/20/2026
2830	LEHRKIND'S COCA-COLA	4120438	(5) 5 GAL WATER (5) JUG CREDI	06/09/2026	52.50	52.50	08/20/2026
2830	LEHRKIND'S COCA-COLA	4120604	(2) 5 GAL WATER (2) JUG CREDI	04/14/2026	21.00	21.00	08/20/2026
2830	LEHRKIND'S COCA-COLA	4120610	(4) 5 GAL WATER (4) JUG CREDI	04/14/2026	42.00	42.00	08/20/2026
2830	LEHRKIND'S COCA-COLA	4120651	(3) 5 GAL WATER (3) JUG CREDI	06/23/2026	31.50	31.50	08/20/2026
2830	LEHRKIND'S COCA-COLA	4120803	(2) 5 GAL WATER (2) JUG CREDI	04/28/2026	21.00	21.00	08/20/2026
2830	LEHRKIND'S COCA-COLA	4120813	(6) 5 GAL WATER (6) JUG CREDI	04/28/2026	63.00	63.00	08/20/2026
2830	LEHRKIND'S COCA-COLA	4120854	(3) 5 GAL WATER (3) JUG CREDI	07/07/2026	31.50	31.50	08/20/2026
2830	LEHRKIND'S COCA-COLA	4990051	(7) 5 GAL WATER (7) JUG CREDI	08/04/2026	73.50	73.50	08/20/2026
2830	LEHRKIND'S COCA-COLA	4990068	(5) 5 GAL WATER (5) JUG CREDI	08/04/2026	53.50	53.50	08/20/2026
2830	LEHRKIND'S COCA-COLA	4990069	(8) 5 GAL WATER (8) JUG CREDI	08/04/2026	84.00	84.00	08/20/2026
2830	LEHRKIND'S COCA-COLA	960425 CR	CREDIT ON ACCOUNT	04/27/2026	.06-	.06-	08/20/2026
2830	LEHRKIND'S COCA-COLA	960425 PCR	CREDIT ON ACCT	04/27/2026	.05-	.05-	08/20/2026
Total LEHRKIND'S COCA-COLA:					999.71	999.71	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
LES SCHWAB							
10006	LES SCHWAB	1025947	2 TIRES (LT245/75R16) 2008 GM	08/04/2026	574.02	574.02	08/20/2026
Total LES SCHWAB:					574.02	574.02	
MEYER ELECTRIC AND GROUNDS REPAIR, LLC							
3812	MEYER ELECTRIC AND GROUN	1596	PUMP REPAIRS	08/11/2026	520.00	520.00	08/20/2026
Total MEYER ELECTRIC AND GROUNDS REPAIR, LLC:					520.00	520.00	
MISC							
99999	MISC	TK2018-0185	RESTITUTION	08/18/2026	162.60	162.60	08/18/2026
99999	MISC	TK2024-0354	Bond Refund	08/18/2026	370.00	370.00	08/18/2026
99999	MISC	TK2025-0126	RESTITUTION	08/18/2026	200.00	200.00	08/18/2026
99999	MISC	TK2026-0059.0	JURY DUTY	08/07/2026	25.00	25.00	08/20/2026
99999	MISC	TK2026-0059.0	JURY DUTY	08/07/2026	25.00	25.00	08/20/2026
99999	MISC	TK2026-0059.0	JURY DUTY	08/07/2026	25.00	25.00	08/20/2026
99999	MISC	TK2026-0059.0	JURY DUTY	08/07/2026	25.00	25.00	08/20/2026
99999	MISC	TK2026-0059.0	JURY DUTY	08/07/2026	25.00	25.00	08/20/2026
99999	MISC	TK2026-0059.0	JURY DUTY	08/07/2026	25.00	25.00	08/20/2026
99999	MISC	TK2026-0059.0	JURY DUTY	08/07/2026	25.00	25.00	08/20/2026
99999	MISC	TK2026-0059.0	JURY DUTY	08/07/2026	25.00	25.00	08/20/2026
99999	MISC	TK2026-0059.1	JURY DUTY	08/07/2026	12.00	12.00	08/20/2026
99999	MISC	TK2026-0059.0	JURY DUTY	08/07/2026	12.00	12.00	08/20/2026
99999	MISC	TK2026-0059.0	JURY DUTY	08/07/2026	12.00	12.00	08/20/2026
99999	MISC	TK2026-0059.1	JURY DUTY	08/07/2026	12.00	12.00	08/20/2026
99999	MISC	TK2026-0059.1	JURY DUTY	08/07/2026	12.00	12.00	08/20/2026
99999	MISC	TK2026-0059.1	JURY DUTY	08/07/2026	12.00	12.00	08/20/2026
99999	MISC	TK2026-0059.1	JURY DUTY	08/07/2026	12.00	12.00	08/20/2026
99999	MISC	TK2026-0059.1	JURY DUTY	08/07/2026	12.00	12.00	08/20/2026
99999	MISC	TK2026-0059.1	JURY DUTY	08/07/2026	12.00	12.00	08/20/2026
99999	MISC	TK2026-0059.1	JURY DUTY	08/07/2026	12.00	12.00	08/20/2026
99999	MISC	TK2026-0059.1	JURY DUTY	08/07/2026	12.00	12.00	08/20/2026
99999	MISC	TK2026-0059.1	JURY DUTY	08/07/2026	12.00	12.00	08/20/2026
99999	MISC	TK2026-0077	Bond Refund	08/18/2026	595.00	595.00	08/18/2026
99999	MISC	TK2026-0302	Bond Refund	08/18/2026	3,700.00	3,700.00	08/18/2026
Total MISC:					5,333.60	5,333.60	
MONTANA LINEN SUPPLY LLC							
10007	MONTANA LINEN SUPPLY LLC	584475	MATS	06/05/2026	136.57	136.57	08/20/2026
10007	MONTANA LINEN SUPPLY LLC	597955	MATS	08/07/2026	28.35	28.35	08/20/2026
10007	MONTANA LINEN SUPPLY LLC	597955	MATS	08/07/2026	28.35	28.35	08/20/2026
10007	MONTANA LINEN SUPPLY LLC	597955	MATS	08/07/2026	28.35	28.35	08/20/2026
10007	MONTANA LINEN SUPPLY LLC	597955	MATS	08/07/2026	28.34	28.34	08/20/2026
Total MONTANA LINEN SUPPLY LLC:					249.96	249.96	
MONTANA OCCUPATIONAL HEALTH							
10006	MONTANA OCCUPATIONAL HEA	21923	FIRE - PHYSICALS - D. NEIGHB	08/07/2026	775.00	775.00	08/20/2026
Total MONTANA OCCUPATIONAL HEALTH:					775.00	775.00	
MONTANA SANITATION							
10008	MONTANA SANITATION	I907	MONTHLY ADA - JULY 2026	07/31/2026	187.50	187.50	08/20/2026
Total MONTANA SANITATION:					187.50	187.50	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MOUNTAIN SUPPLY							
10008	MOUNTAIN SUPPLY	9740652	EP ELBOW/CADDY CLAMP	08/10/2026	129.50	129.50	08/20/2026
Total MOUNTAIN SUPPLY:					129.50	129.50	
NORMONT EQUIPMENT							
12	NORMONT EQUIPMENT	36352	TAILGATE/TAILGATE BOX KIT/C	08/12/2026	1,996.85	1,996.85	08/20/2026
Total NORMONT EQUIPMENT:					1,996.85	1,996.85	
PDBLOWERS, INC							
10009	PDBLOWERS, INC	104265	SYN OIL - VG-220	08/12/2026	623.03	623.03	08/20/2026
Total PDBLOWERS, INC:					623.03	623.03	
PITNEY BOWES							
10001	PITNEY BOWES	2026.07.30	POSTAGE	07/30/2026	1,000.00	1,000.00	07/30/2026
10001	PITNEY BOWES	3322766729	CITY/COUNTY BLDG LEASE	06/18/2026	135.00	135.00	07/27/2026
Total PITNEY BOWES:					1,135.00	1,135.00	
RIVER BEND THREADS							
2299	RIVER BEND THREADS	7306	SWEATSHIRT/JACKETS/T-SHIR	04/20/2026	96.00	96.00	08/20/2026
2299	RIVER BEND THREADS	7306	SWEATSHIRT/JACKETS/T-SHIR	04/20/2026	72.00	72.00	08/20/2026
2299	RIVER BEND THREADS	7306	SWEATSHIRT/JACKETS/T-SHIR	04/20/2026	440.00	440.00	08/20/2026
Total RIVER BEND THREADS:					608.00	608.00	
ROCKY MOUNTAIN SUPPLY INC							
10006	ROCKY MOUNTAIN SUPPLY INC	12803	RUBY FIELDMASTER	08/10/2026	948.64	948.64	08/20/2026
10006	ROCKY MOUNTAIN SUPPLY INC	12818	RUBY FIELDMASTER	08/12/2026	4,351.60	4,351.60	08/20/2026
Total ROCKY MOUNTAIN SUPPLY INC:					5,300.24	5,300.24	
SHADOW RIDGE ENTERPRISES, LLC							
10009	SHADOW RIDGE ENTERPRISE	52530	72 FB DCE GRAPPLE	08/17/2026	2,249.00	2,249.00	08/19/2026
Total SHADOW RIDGE ENTERPRISES, LLC:					2,249.00	2,249.00	
SHAMROCK FOODS COMPANY							
10006	SHAMROCK FOODS COMPANY	37492270	EMS OPS STATION SUPPLIES	08/06/2026	1,102.75	1,102.75	08/20/2026
Total SHAMROCK FOODS COMPANY:					1,102.75	1,102.75	
SUKUT, LISA							
2583	SUKUT, LISA	2026.05.21-20	SUPPLIES REIMB	05/21/2026	3.99	3.99	08/20/2026
2583	SUKUT, LISA	2026.05.21-20	SUPPLIES REIMB	05/21/2026	5.52	5.52	08/20/2026
2583	SUKUT, LISA	2026.05.21-20	SUPPLIES REIMB	05/21/2026	6.50	6.50	08/20/2026
2583	SUKUT, LISA	2026.05.21-20	SUPPLIES REIMB	05/21/2026	13.34	13.34	08/20/2026
2583	SUKUT, LISA	2026.07.08-20	SUPPLIES REIMB	07/08/2026	22.66	22.66	08/20/2026
2583	SUKUT, LISA	2026.07.08-20	SUPPLIES REIMB	07/08/2026	5.36	5.36	08/20/2026
2583	SUKUT, LISA	2026.07.08-20	SUPPLIES REIMB	07/08/2026	15.69	15.69	08/20/2026
2583	SUKUT, LISA	2026.07.08-20	SUPPLIES REIMB	07/08/2026	20.88	20.88	08/20/2026
2583	SUKUT, LISA	2026.07.08-20	SUPPLIES REIMB	07/08/2026	19.63	19.63	08/20/2026
Total SUKUT, LISA:					113.57	113.57	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
THE MAIN PRINT SHOP							
10006	THE MAIN PRINT SHOP	25006	FIRE - PARKING SIGN REPLACE	08/10/2026	150.00	150.00	08/20/2026
Total THE MAIN PRINT SHOP:					150.00	150.00	
TOWN & COUNTRY FOODS - LIVINGSTON							
2595	TOWN & COUNTRY FOODS - LI	169	FIRE-OPS STATION SUPPLIES	08/03/2026	16.29	16.29	08/20/2026
Total TOWN & COUNTRY FOODS - LIVINGSTON:					16.29	16.29	
TRANSUNION RISK & ALTERNATIVE							
3376	TRANSUNION RISK & ALTERNA	380349-20260	380349 INVESTIGATIVE RESEA	08/01/2026	100.00	100.00	08/13/2026
Total TRANSUNION RISK & ALTERNATIVE:					100.00	100.00	
UPS STORE #2420, THE							
292	UPS STORE #2420, THE	2026.08.01	DUI KIT SHIPMENT - MMMZPX3	08/01/2026	12.17	12.17	08/13/2026
292	UPS STORE #2420, THE	2026.08.05	LPD SHIPMENT	08/05/2026	28.28	28.28	08/13/2026
Total UPS STORE #2420, THE:					40.45	40.45	
US BANK EQUIPMENT FINANCE							
10001	US BANK EQUIPMENT FINANCE	588237008	COPIER CONTRACT 7/30/26-6/3	08/06/2026	319.18	319.18	08/20/2026
Total US BANK EQUIPMENT FINANCE:					319.18	319.18	
USA BLUEBOOK							
1430	USA BLUEBOOK	INV01112041	DRAIN FLUSHER/TEMPERATUR	07/24/2026	248.78	248.78	08/13/2026
1430	USA BLUEBOOK	INV01112291	GLASS FIBER FILTERS	07/24/2026	176.14	176.14	08/13/2026
1430	USA BLUEBOOK	INV01122176	DR4900 SPECTROPHOTOMETE	08/04/2026	7,543.00	7,543.00	08/20/2026
1430	USA BLUEBOOK	INV01128095	RUBBER SUCTION HOSE - 4' 10	08/11/2026	1,928.45	1,928.45	08/20/2026
Total USA BLUEBOOK:					9,896.37	9,896.37	
UTILITIES UNDERGROUND LOCATION							
3472	UTILITIES UNDERGROUND LO	6075098	EXCAVATION NOTIFICATIONS	07/31/2026	42.72	42.72	08/13/2026
3472	UTILITIES UNDERGROUND LO	6075098	EXCAVATION NOTIFICATIONS	07/31/2026	42.72	42.72	08/13/2026
3472	UTILITIES UNDERGROUND LO	6075098	EXCAVATION NOTIFICATIONS	07/31/2026	42.72	42.72	08/13/2026
Total UTILITIES UNDERGROUND LOCATION:					128.16	128.16	
VERIZON WIRELESS							
879	VERIZON WIRELESS	6150601592	JULY CELLPHONES	08/08/2026	46.11	46.11	08/20/2026
879	VERIZON WIRELESS	6150601592	JULY CELLPHONES	08/08/2026	21.16	21.16	08/20/2026
879	VERIZON WIRELESS	6150601592	JULY CELLPHONES	08/08/2026	21.15	21.15	08/20/2026
879	VERIZON WIRELESS	6150601592	JULY CELLPHONES	08/08/2026	42.31	42.31	08/20/2026
879	VERIZON WIRELESS	6150601592	JULY CELLPHONES	08/08/2026	46.11	46.11	08/20/2026
879	VERIZON WIRELESS	6150601592	JULY CELLPHONES	08/08/2026	19.05	19.05	08/20/2026
879	VERIZON WIRELESS	6150601592	JULY CELLPHONES	08/08/2026	44.55	44.55	08/20/2026
879	VERIZON WIRELESS	6150601592	JULY CELLPHONES	08/08/2026	19.05	19.05	08/20/2026
879	VERIZON WIRELESS	6150601592	JULY CELLPHONES	08/08/2026	46.11	46.11	08/20/2026
879	VERIZON WIRELESS	6150601592	JULY CELLPHONES	08/08/2026	44.60	44.60	08/20/2026
879	VERIZON WIRELESS	6150601592	JULY CELLPHONES	08/08/2026	17.30	17.30	08/20/2026
879	VERIZON WIRELESS	6150601592	JULY CELLPHONES	08/08/2026	23.06	23.06	08/20/2026
879	VERIZON WIRELESS	6150601592	JULY CELLPHONES	08/08/2026	23.05	23.05	08/20/2026
879	VERIZON WIRELESS	6150601592	JULY CELLPHONES	08/08/2026	44.55	44.55	08/20/2026
879	VERIZON WIRELESS	6150601592	JULY CELLPHONES	08/08/2026	19.05	19.05	08/20/2026

[illegible]

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
879	VERIZON WIRELESS	6150601594	JULY CELLPHONES	08/08/2026	38.65	38.65	08/20/2026
879	VERIZON WIRELESS	6150601594	JULY CELLPHONES	08/08/2026	38.65	38.65	08/20/2026
879	VERIZON WIRELESS	6150601594	JULY CELLPHONES	08/08/2026	38.65	38.65	08/20/2026
879	VERIZON WIRELESS	6150601594	JULY CELLPHONES	08/08/2026	38.65	38.65	08/20/2026
879	VERIZON WIRELESS	6150601594	JULY CELLPHONES	08/08/2026	38.65	38.65	08/20/2026
879	VERIZON WIRELESS	6150601594	JULY CELLPHONES	08/08/2026	38.65	38.65	08/20/2026
879	VERIZON WIRELESS	6150601594	JULY CELLPHONES	08/08/2026	38.65	38.65	08/20/2026
879	VERIZON WIRELESS	6150601594	JULY CELLPHONES	08/08/2026	20.02	20.02	08/20/2026
879	VERIZON WIRELESS	6150601594	JULY CELLPHONES	08/08/2026	38.65	38.65	08/20/2026
Total VERIZON WIRELESS:					2,664.32	2,664.32	
WESTERN EMULSIONS, INC.							
2963	WESTERN EMULSIONS, INC.	90026488	2026 CHIP SEAL PROJECT - CR	08/11/2026	2,244.50	2,244.50	08/20/2026
Total WESTERN EMULSIONS, INC.:					2,244.50	2,244.50	
WESTERN STATE AUTOMATION							
10006	WESTERN STATE AUTOMATION	1230	ROTORK IQT2000 ELECTRIC A	08/14/2026	13,898.00	13,898.00	08/20/2026
Total WESTERN STATE AUTOMATION:					13,898.00	13,898.00	
WHISTLER TOWING, LLC							
3237	WHISTLER TOWING, LLC	14188	2001 DODGE RAM 1500 - TOW	08/05/2026	85.00	85.00	08/20/2026
Total WHISTLER TOWING, LLC:					85.00	85.00	
WILCOXSON'S							
47	WILCOXSON'S	2026.07	POOL - ICE CREAM	07/31/2026	402.00	402.00	08/13/2026
Total WILCOXSON'S:					402.00	402.00	
Grand Totals:					150,803.97	150,803.97	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

File Attachments for Item:

C. APPROVAL OF PURCHASE ORDER 20277 WITH JACKSON GROUP PETERBILT



DATE: August 28, 2026
TO: Chair Nootz and City Commissioners
FROM: Shannon Holmes, Public Works Director
RE: Staff Report for Purchase of 2027 Peterbilt 567 Tractor for the Solid Waste Department

Recommendation and Summary

Staff is recommending the Commission Approve the purchase of a 2027 Peterbilt 567 Tractor from the Jackson Group Peterbilt by adopting the following motion:

"I move to approve to approve the purchase of a 2027 Peterbilt 567 Tractor from the Jackson Group Peterbilt and authorize the City Manager to sign the Purchase Order 20277."

The reasons for the recommendation are as follows:

- The City has been self-hauling municipal garbage since September 2025 and needs a second tractor to maintain efficient operation of the transfer station.
- The City has needed to lease a tractor on numerous occasions to maintain the transfer of garbage from the city transfer station to the Logan Landfill. This purchase will allow the city to have an adequate backup tractor for continual transfer of garbage to Logan. A second tractor will also allow the City to haul simultaneous loads to Logan when garbage tonnages disposed at the transfer station warrant the additional hauling.

Introduction and History

The City has been self-hauling municipal garbage since September 2025 and needs a second tractor to maintain efficient operation of the transfer station. The second tractor allows for proactively maintaining the primary tractor and continue uninterrupted service at the Transfer Station. A second tractor will also allow the City to haul simultaneous loads to Logan when garbage tonnages disposed at the transfer station warrant the additional hauling.



Analysis

The 2027 Peterbilt 567 meets all of the City's specifications for self-hauling municipal refuse in the walking floor trailers to the Logan Landfill. The tractor will have a PTO/wet kit installed to operate the walking floor trailers. Once delivered, it will be used as our primary hauling tractor. With the recent purchase of two walking floor trailers and this tractor, the city will have an adequate number of trailers and tractors to maintain a high level of service in our solid waste department.

Fiscal Impact

The City Commission approved \$80,000 in the Solid Waste Budget in FY27 for a backup Tractor. The City will be financing the purchase of this tractor through the InterCap loan program through the Montana Board of Investments. The current interest rate is 4.5%.

Strategic Alignment

City of Livingston Organizational Goal #3 - Infrastructure: Build and maintain infrastructure now and into the future in a strategic and responsible manner that promotes and sustains existing neighborhoods and accommodates growth. Owning reliable equipment to ensure we maintain or improve our current level of service. New Equipment will ensure our Transfer Station operates efficiently and can accommodate the city residential, commercial and over the scale disposal tonnages. Maintenance costs of a new tractor that will have a warranty period will be lower than purchasing a used tractor.

Attachments

- Attachment A: Purchase Order 20277 with Tractor Summary



Purchase Order

Number: 20277
Date: 8/11/2026

Vendor: JACKSON GROUP PETERBILT
3255 N FRONTAGE RD
BILLINGS MT 59101

QUOTE # DE-08115

Quantity	STOCK NUMBER	Description	Unit Cost	Total Cost
1	567DCX15 VIN:567-121" X15	2027 PETERBILT 567 TRACTOR	180,803.00	\$180,803.00
		SEE ATTACHED FOR SPECS		
1		PTO/WET KIT	10,000	10,000
1		DOCUMENTATION FEE	295.00	295.00
		TOTAL		\$191,098.00

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@LivingstonMT.gov or (406) 222-5667.

Please Ship Above Listed Items to:

City of Livingston
Attn: SHANNON HOLMS
330 BENNETT ST
Livingston, MT 59047

Order Submitted By:

Grant Gager
City Manager

Quote



BILLINGS PETERBILT, INC.
 3255 N FRONTAGE RD
 BILLINGS MT 59101
 Phone: (406) 252-5667

Contract Date: 08/11/2026
 Deal #: DE-08115
 Customer #: 150851
 Salesperson: James Balzer

Bill To: 150851
CITY OF LIVINGSTON
330 BENNETT ST
LIVINGSTON MT 59047-9236
P:(406) 222-5667

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

Stock#: 567DC MX VIN:567-115" MX 510
New 2027 PETERBILT 567

Unit Number:

Selling Price: \$169,637.00

PTO/Wet Kit Estimate

\$10,000.00

Documentation Fee: \$295.00

Vehicle Subtotal: \$179,932.00

Stock#: 567DC X15 VIN:567-121" X15 500
New 2027 PETERBILT 567

Unit Number:

Selling Price: \$180,803.00

PTO/Wet Kit Estimate

\$10,000.00

Documentation Fee: \$295.00

Vehicle Subtotal: \$191,098.00

Total Cash Price: \$371,030.00

Total Cash Due: \$371,030.00

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.

08/11/2026
 Purchaser's Signature Date

Sworn to and subscribed before me this date: 08/11/2026

08/11/2026
 Dealer Authorized Signature Date

Notary Public

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"):

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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 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.
8. NO WARRANTIES EXPRESSED 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.
9. 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.
11. All past due amounts and payments due to Dealer hereunder shall bear interest at the rate of eighteen (18%) percent per annum.
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.
13. PURCHASER REPRESENTS that he/she is 18 years of age or older at the time of the consummation of the purchase hereunder.
14. 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.
15. No agreement, verbal or otherwise, not contained in this agreement will be recognized.
16. 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 this Agreement. Provided, any terms or conditions on such window form which conflict with the terms and conditions of this Agreement, shall govern.
17. 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. Deposit made by Purchaser is **non-refundable**.
18. 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.
19. 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.
20. 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.
21. For the purposes of this Agreement and all attendant documents, "Affiliates" shall mean any individual, joint venture, partnership, corporation, business entity, member 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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
Customer Company Name

Signature

08/11/2026

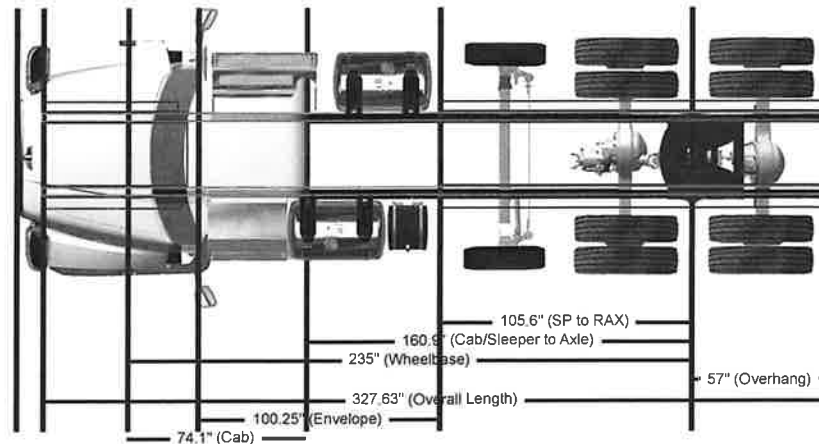
Date

JACKSON GROUP PETERBILT
Dealer

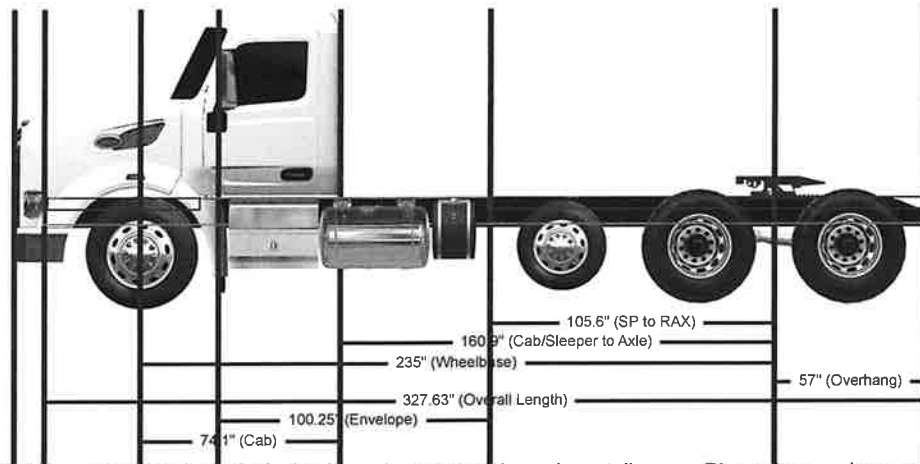
Dealer Signature

Date

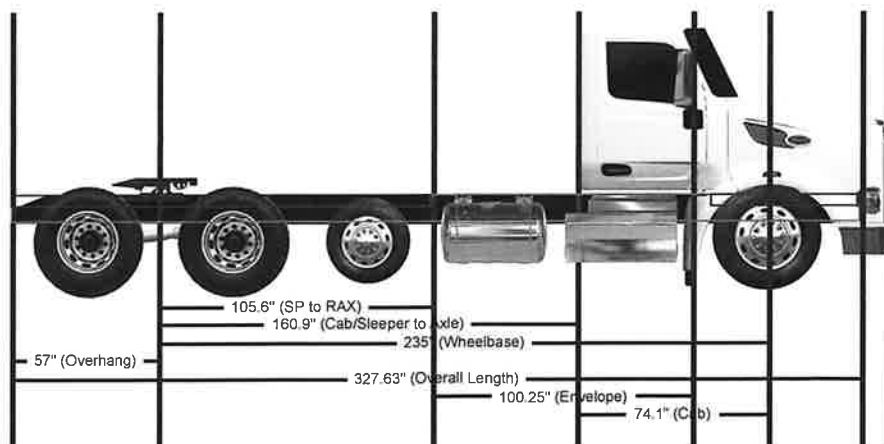
Dtpo: Truck Model: 567 Customer: CITY OF LIVINGSTON



Note: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.



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Dtpo: Truck Model: 567 Customer: CITY OF LIVINGSTON

Selected Options

Sales Option	Description	Width	Side
6010030	Aluminum Battery Box LH Under Ca...	26	Left
5556130	26" Aluminum 80 Gallon Fuel Tank L...	26	Left
5655029	DEF Tank Medium, 24 Gal	22.8	Left
6040550	Aftertreatment Aluminum Non-Slip C...	26	Right
5552130	26" Aluminum 80 Gallon Fuel Tank R...	26	Right

Available Space: Left: 4.8 in. Center: 103.3 in. Right: 2.8 in.

5/15/2026, 3:36:23 PM



Jackson Group Peterbilt – Billings (M550)
3255 N. Frontage Road
Billings, Montana 59101

CITY OF LIVINGSTON
330 BENNETT ST
LIVINGSTON, Montana 59047
United States of America

James Balzer
Cell Phone: 406-598-1647
Office Phone: 406-252-5667
Email: jbalzer@jgpete.com

VAN GARRICK
Cell Phone: 406-224-0509
Office Phone: 406-222-5667
Email: vgarrick@livingstonmt.gov

Vehicle Summary

Unit		Chassis	
Model:	Model 567	Fr Axle Load (lbs):	13220
Type:	Tractor	Rr Axle Load (lbs):	40000
Description 1:		G.V.W.R. (lbs):	64600
Description 2:		G.C.W. (lbs):	110000
Application		Road Conditions:	
Intended Serv.:	Refuse/On-Highway	Class A (Highway)	95
Commodity:	Refuse, Scrap, Recycling	Class B (Hwy/Mtn)	5
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	6
Type:		Wheelbase (in):	235
Length (ft):	0	Overhang (in):	57
Height (ft):	0	Fr Axle to BOC (in):	74.1
Max Laden Weight (lbs):	0		
Trailer		Cab to Axle (in):	160.9
No. of Trailer Axles:	3	Cab to EOF (in):	217.9
Type:	Van	Overall Comb. Length (in):	882.23
Length (ft):	53		
Height (ft):	8	Special Req.	
Kingpin Inset (in):	36		
Corner Radius (in):	2		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/ Opt	Description	Weight
Base Model			
0005671	S	Model 567 The Model 567 is available in both a set-forward and set-back front axle configuration to provide customers with maximum versatility for their application requirements. For weight-sensitive applications, the set-forward front axle provides optimized weight distribution and compliance with bridge laws. The Model 567 has steer axle ratings up to 22,000 lbs. The 567 also offers single, tandem or tridem drive axles and a variety of lift axles for added versatility. Available with a 115" or 121" BBC and as a day cab or with a selection of detachable sleeper configurations, the 567 is as versatile as it is reliable.	14,800
0091180	O	Refuse, Scrap, Recycling	0
0093035	O	Refuse/On-Highway Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	0
0096010	S	Van	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration			
0200700	S	Not Applicable Secondary Manufacturer	0
Frame & Equipment			
0515010	O	10-5/8" Steel Rails 326-384" 10.625 x 3.45 x .313 Dimension, 1,776,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 14.8 cubic inches. Weight: 1.44 lbs/inch pair	179
0611330	O	Zinc Coated Anti Corrosion Treated Frame Rails Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	4
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0
0613140	O	Heavy-Duty 7-Bolt Gussets On All Suspension Xmbrs Use with Peterbilt Air Trac or Air Leaf suspensions only	9
0613200	O	5-Pc Crossmembers, BOC Excludes Suspension Steel crossmember with aluminum gussets	14
0644000	S	EOF Tractor Tapered with Crossmember Includes Kingpin Cutout	0
0651010	S	Peterbilt Rear Mudflaps and Straight Hangers	0

Price Level: January 1, 2026

100% Complete

Date: May 13, 2026

Deal:

Quote Number: QUO-1260543-V1G4C8

Printed On: 5/15/2026 2:43:35 PM



Sales Code	Std/ Opt	Description	Weight
		Mudflaps aid in protecting the frame and undercarriage from road salt, grime and debris that can cause rust and corrosion. Mud flaps also shield other vehicles from gravel, rocks and road spray.	
0673010	O	Polyarmor Black Quarter Fenders with Peterbilt Heavy duty black 24" x 24" Polyarmor Quarter Fender made with polymer material that is chip, dent and scuff resistant. Cost effective protection with style. Peterbilt logo on the flap.	25
0674110	O	Locate Quarter Fender Ahead Of Forward Drive Axle Requires quarter fender option.	0
0854110	O	JOST JSK37 Fifth Wheel Top Plate The JOST JSK37U fifth wheel is a cast model suitable for a wide range of applications.	240
0870000		Rear Or Fixd Setting Centerline Bogie	0
0890002	O	Inboard Fifth Wheel Mounting Air Slide Only	0
0890090	O	LH Fifth Wheel Release	0
0890550	O	7.6in - 8in Fifth Wheel Height	95
0890665	O	Jost Lightweight Inboard Slider The JOST lightweight inboard slider provides superior strength while using an integrated lightweight design.	0
0891240	O	24" Air Slide	216
0898030	O	Fifth Wheel Slide Controls Provided with Speed Interlock to prevent accidental activation above 7 MPH. Configurable from 5 to 10 MPH. Required with sliding Fifth Wheels.	2
0960000	O	Frame Mounted Deckplate And Access Pkg, LH Side	41
Front Axle & Equipment			
1012330	O	Meritor MFS+14F 14,600 Lb, 3.5" Drop	-28
1112150	O	Taper Leaf Springs, Shocks 14,600 lb Hendrickson Taper Leaf Springs, shocks 14,6000 lb.	57
1233050	O	Power Steering TRW TAS85 TRW TA85 Power Steering for use with 14,600 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	27
1250180	S	Power Steering Reservoir Frame Mounted The power steering reservoir is a steering system that eases drivability by applying hydraulic pressure to the steering gear.	0
1354850	O	PHP10 Iron PreSet PLUS Hubs - Air Disc Preset iron hub assemblies are designed for demanding conditions and require less maintenance while still offering dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear.	42

Price Level: January 1, 2026

100% Complete

Date: May 13, 2026

Deal:

Quote Number: QUO-1260543-V1G4C8

Printed On: 5/15/2026 2:43:35 PM



Sales Code	Std/ Opt	Description	Weight
1380070	O	Greasable Front Spring Pins	0
1380290	O	Bendix Air Disc Front Brakes Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	0
1380380	S	Tenneco Shocks For Steer Axle Integrated front suspension to suit heavy duty truck market, combining the air spring and the damper into one module.	0
1380470	O	Meritor Wide Track IPO Standard, Front Axle Meritor wide track front axle offers greater turning radius and ease of service. MFS+ 3.5" Drop / MFS 3.74" Drop. 71in KPI IPO 69in with MFS and MFS+ axles.	15
Rear Axle & Equipment			
1523430	O	Dana Spicer D40-172 40,000 LBS Dana Spicer D40-172 40,000 lbs tandem drive axles offer efficiency improvement, axle weight reduction and reduced lube quantity.	479
1603146	O	Watson-Chalin SL13 Slf-Strg Pusher 13,500 Lb, Includes (1) Air Tank	938
1607152	O	52in Pusher Axle Spacing From Centerline of Forward Drive Axle	0
1615180	O	PHP10 Iron PreSet PLUS Hubs, Cast Drums With 13.5K or 20K Self-Steering Pusher Axles	0
1616305	O	PHP10 Iron Preset + Hubs - Air Disc	0
1673090	O	Separate Dash Controls, Cont Trac Full Lock Dana Spicer or Meritor - Tandem or Tri-Drive Axles	2
1680390	S	Bendix ESP Electronic Stability Program With ATC Tractor service only. The Bendix ESP system is designed to continuously monitor a variety of vehicle parameters and sensors to determine if the vehicle is reaching a critical stability threshold. If such a situation develops, the system will quickly and automatically intervene to assist the driver by selectively applying tractor and trailer brakes, and de-throttling the engine.	0
1680525	O	Pneumatic Park Brake	0
1682710	S	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	0
1683245	S	Tire Pressure Monitoring System	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0

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Sales Code	Std/ Opt	Description	Weight
1685250	O	Lift Axle Regulator Under LH Door Lift axle regulator under left hand door switch and gauge in dash, additional gauge left hand driver seat.	0
1685460	O	Stowed Lifted Axle Higher To Maximize Ground Clearance	0
1687040	O	Air Disc Rear Brakes, Tandem Drive Axle Includes Automatic Slack Adjusters.	0
1687090	O	Diff Lock Tandem Axles With Speed Interlock. Automatically Disengages Wheel Diff Lock at Speeds Above 25 mph.	60
1703580	O	Ratio 3.58 Rear Axle	0
1821800	O	Peterbilt Air Trac 40,000 lbs, 52in Axle Spacing Light Weight	170
1920385	O	Air Springs, Internal Bumpers Air Trac / Air Leaf suspensions	0
1922260	O	Dash Mtd Dump Switch with Indicator Light Dash mounted dump switch with indicator light for suspension.	2
1922390	O	Heavy-Duty Tracking Rods For use with Peterbilt Air Leaf or 40,000 lb Air Trac (standard on Low Air Leaf, Low Low Air leaf or 44,000 lb Air Trac).	11

Engine & Equipment

2059222	O	X15 500V@1900 GOV@2000 1850@950 Productivity Series (2024 Emissions)	428
		N21350 C121 75....Maximum Accelerator Vehicle N21370 C128 75....Maximum Cruise Control Speed N21460 C132 1400..PTO Maximum Engine Speed N21520 C133 5.....Idle Shutdown Timer N21610 C188 39....Idle Shutdown Cold Ambient A N21620 C189 60....Idle Shutdown Intermediate A N21630 C190 80....Idle Shutdown Hot Ambient Ai N21550 C206 35....Idle Shutdown Percent Engine N21340 C209 100...Maximum Vehicle Speed N21510 C225 YES...Idle Shutdown with Parking B N21450 C231 NO....Gear Down Protection N21570 C233 NO....Idle Shutdown Manual Overrid N21440 C234 NO....Engine Protection Shutdown N21480 C238 NO....Cruise Control and Engine Br N21470 C239 NO....Cruise Control Auto-Resume N21430 C333 0.....Driver Initiated OverrideMax N21410 C334 0.....Driver Initiated Override Ma N21590 C382 YES...Idle Shutdown Hot Ambient Au N21500 C395 3.....Green House Gas Automatic En N21530 C396 YES...Idle Shutdown Warning Period N21540 C397 60....Idle Shutdown Warning Period N21320 C399 100...Green House Gas Vehicle Spee N21400 C400 252...Driver Initiated Override Re N21420 C401 10....Green House Gas Vehicle Spee	

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Sales Code	Std/ Opt	Description	Weight
		N21330 C402 0.....Green House Gas Vehicle Spee	
2091120	S	EMUX Electronics Architecture	0
2091305	S	Engine Idle Shutdown Timer Enabled	0
2091315	O	Enable EIST Ambient Temp Override	0
2091638		Effective VSL Setting 65.0 MPH or Greater (USA)	0
2092014	O	Typical Operating Speed 65 MPH	0
2092033	S	Powertrain Optimized for Balance Best analysis for vehicles where service includes frequent start and stop cycles.	0
2092108	O	Predictive Cruise Control Package	0
2140200	O	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
2140410	S	Engine Brake Controls Located on RH Column	0
2140450	O	Remote PTO/Throttle, 12-Pin Eng Bay Remote Control Provision	0
2140660	O	CARB Emission Compliant Engine	0
2140700	S	EPA Engine Idling Compliance	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
2521090	S	Immersion Type Block Heater 110-120V Standard location is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	0
2522110	O	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
2538040	S	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
2539720	S	Low Voltage Disconnect System	0
2621000	O	2-Speed Fan Clutch For Frequent Start/Stops A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the	0

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Sales Code	Std/Opt	Description	Weight
		engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	
2725270	O	37.4 CFM Air Compressor X15	27
2812170	O	Jacobs Compression Brake ISX/ISX15/X15 Features a dedicated cam lobe design for optimum power and three-stage engine brake operation.	0
2921120	O	PACCAR Fuel/Water Separator Extended Service Interval	0
2921220	O	Fuel Heat for Fuel Filter	0
2921320	O	12V Heat for Fuel Filter Fuel filter heaters help ensure a seamless flow of diesel from the tank to the combustion chamber. Eliminating any possibility of moisture freezing within the fuel filter while simultaneously increasing the fuel temperature for atomization within the engine.	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1242 sq in, 579 1325 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 567 1440 sq in, 589 1604 sq in.	0
3291680	S	(1) Air Cleaner Firewall Mounted Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
3367140	O	Exhaust Single RH Back of Cab DPF/SCR RH Under Cab, Single Module	25
3387870	S	24" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	0

Transmission & Equipment

4022080	O	Eaton RTLO18913A 13-Speed Includes oil-to-water cooler, internal oil pump, rear transmission support, direct shift pattern. Synthetic lubricant to reduce friction, improve efficiency, & extend component life. Magnetic transmission oil drain plug captures & holds any metal fragments in transmission oil to extend service life. Torque limiting clutch brake. Forward ratios: L-12.31, 1st-8.64, 2nd-6.11, 14th-1.00, 15th-0.86, 16th-0.73. Reverse ratios: LL-13.22, H-3.50	338
4211470	O	SPL350 Lite HT Driveline, 1 Midship Bearing	110
4216520	O	SPL250 XL Driveline Interaxle Dana Spicer Life Series heavy-duty drive shafts are built for heavy loads over the long haul. For tandem rear axles.	28
4233900	O	(1) Dash Mounted Single Acting EOA PTO Control	0

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Sales Code	Std/ Opt	Description	Weight
		Electric-over-air (EOA), spec'ing PTO (power-take-off) control switch does not ensure the PTO will fit.	
4256100	O	Manual Shifter, Black	0
4321000	O	Self-Adjust Clutch	0
4380220	O	Pre-Damped Clutch Pre-damped feature consists of a set of small springs around the hub, which dampen the engine torsional vibrations at idle speeds before they can reach the transmission and cause gear rattle. Option required on configurations specifying an ISX15 Family 1 engine and a manual transmission with torque ratings of 1650 lb-ft torque or higher.	0
Air & Trailer Equipment			
4510210	O	Bendix AD-HF EP Air Dryer, Heater Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	6
4520420	O	Pull Cords All Air Tanks	1
4540420	S	Nylon Chassis Hose	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
4610910	O	15' AE Lines Straight, 3 in 1, (2) 7-Way Plugs QCP socket, without QCMS, with Quick Clamp.	6
4610920	S	Self-Returning Brake Hand Valve Dash mounted controls	0
4614020	O	150 Amp Circuit, Phillips Dual Pole Located at A&E	1
4614810	S	AE Connections BOC/BOS, Hose Tenna	0
4614870	O	AE Connections 41-54" BOC/BOS	0
Tires & Wheels			
5006870	O	FF: YO 16Ply 11R22.5 RY023 Efficiency Rating: Fair Diameter = 41.4 inches; SLR = 19.3 inches. The Yokohama RY023 delivers high performance and durability under the toughest regional and in-city conditions.	2

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Sales Code	Std/ Opt	Description	Weight
5161070	O	RR: BR 14ply 11R22.5 M713 Ecopia Efficiency Rating: Optimal Ecopia is an ultra-fuel-efficient drive radial designed for tandem axle applications in long-haul and regional service.	-40
5190008	S	Code-rear Tire Qty 08	0
5210610	O	FF: Accur Std Armor 50344PK 22.5X8.25 Heavy duty, 5 Hand Holes	28
5311995	S	RR: Accu-Lite Steel Armor 51408PK 22.5X8.25 PHP 10-2 Hand Holes	0
5390008	S	Code-rear Rim Qty 08	0
5470807	O	PR: (2) AP 14ply 295/75R22.5 EnduCombi RA (1) self-steering pusher axle.	255
5481060	O	PR: (2) Accur Steel Armor 50291PK 22.5X8.25 (1) self-steering pusher axle.	168
Fuel Tanks			
5552130	O	26" Aluminum 80 Gallon Fuel Tank RH BOC Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	5
5556130	O	26" Aluminum 80 Gallon Fuel Tank LH BOC Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	5
5603080	O	Location RH BOC 80 Gallon Fuel tank.	0
5604080	O	Location LH BOC 80 Gallon	0
5652890	S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0
5652990	O	DEF To Fuel Ratio 2:1 Or Greater	0
5653170	O	Mount DEF Tank RWD Of Fuel/Hyd Tank	0
5655029	O	DEF Tank Medium, 24 Gal	22
Battery Box & Bumper			
6010030	S	Aluminum Battery Box LH Under Cab, Non-Slip Step Includes diamond pattern block shaped cover in traditional/vocational models and a smooth finish tapered cover on aerodynamic models	0
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry	0

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Sales Code	Std/ Opt	Description	Weight
		Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	
6111010	S	Aluminum Bumper Swept Back Polished Without FEPTO SBFA, two tow pins and step plates on top of bumper	0
Cab & Equipment			
6515700	O	Vocational 121" BBC Alum Cab and Metton Hood SBFA Stainless crown and grille with tilt assist.	30
6540160	O	Thermal Insulation Package in Cab The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	2
6700000	S	No Sleeper Selected	0
6800510	O	Fender Lips 2.25" Wide	6
6911100	S	Peterbilt ST Driver Peterbilt ST air seat, high height backrest, adjustable seat track length, 1 chamber lumbar support, suspension with fixed damping, fore-aft isolator with lockout, Vinyl bellows over suspension. Adds 40mm of increased space for steering wheel to chest and improved driver ingress/egress into cab and sleeper (knee sweep) with improved passenger side ingress/egress for personal carog/luggage. Standard vinyl finish - color coordinate with interior color.	0
6921740	S	Peterbilt ST Non-Adjustable Passenger Seat Standard vinyl, no suspension cover, no seat back recline.	0
6930580	O	Drivers Armrests - LH & RH	4
6930590	O	Passenger Armrest - LH only Required with Evolution LX seats, optional with Evolution ST Seats.	2
6930800	O	Black Seat Color IPO Standard Color	0
6939110	O	Toolbox Under Passenger Seat Non-Suspension Seat	11
6939400	S	Air Ride Driver	0
6939420	S	High Back Driver	0
6939470	S	Vinyl Driver	0
6939510	S	Non-Air Ride Passenger	0
6939520	S	High Back Passenger	0
6939570	S	Vinyl Passenger	0
7000025	S	Steering Wheel With Multi-Function	0

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Sales Code	Std/ Opt	Description	Weight
		Includes Peterbilt logo on horn button , audio volume, seek, mute and mode button on LH pod with cruise control on/off/cancel, set/resume and accelerate/coast on the right pod.	
7000045	O	High-Visibility Interior Grabhandles, Painted Bright yellow interior grabhandle for vocational vehicles.	0
7001520	S	Adjustable Steering Column - Tilt/Telescope	0
7037130	S	Prestige Interior - Sterling Gray Features single tone dash with tough, scratch resistant materials including soft touch points on top of dash. Top of dash, door panel uppers, and kick panel are charcoal to conceal dirt and mitigate wear. Includes unique technical grained A,B, C & D instrument panels with contoured doorpads, padded fabric headliner and vinyl wall panels. Superior ergonomics are achieved while maximizing productivity featuring: multiple power ports, (2) coat hooks, header-mounted domelight, power lift driver and passenger windows, LH and RH door mounted map pockets with built-in courtesy lights, driver and passenger dome/reading lights and footwell lighting. Comfort features include automatic temperature HVAC controls, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, rubber flooring, (3) inside sunvisors, integrated "dead pedal, cup holder and map bin in dash.	0
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0
7210550	S	1-Piece Glass Rear Cab Window Fixed	0
7230060	S	1-Piece Curved Windshield	0
7230360	S	Power Door Locks and Power Window Lifts Standard	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
7510070	S	Aero Rear View Mirror Housing, Molded Black	0
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0
7514110	O	Peterbilt Advanced Aero Rear View Mirror Motorized and heated with integrated convex.	3
7610500	S	Air Horn Mounted Under Cab	0
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	10
7725710	O	Standard Speaker Package For Cab (2) Speakers	4
7728040	O	Bluetooth Phone and Audio Requires USB Port	0
7728050	O	USB Port	0

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Sales Code	Std/ Opt	Description	Weight
7740150	O	CB Terminal Wiring, Microphone Clip, Speaker F/O CB radio mounted center of header. Select antenna separately.	3
7748150	O	(1) Antenna for Factory Installed or F/O CB Mounted LH cowl, low mount only, with antenna cable. Provides clear top of cab.	1
7788335	S	Global Telematics Hardware	0
7850910	O	Combo Bugscreen Winterfront Winterfront partially restricts air flow through the cooling module to maintain operating temperature of the engine.	1
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
7852020	O	Cab Air Suspension	15
7870559	U	Omit 18" Side Extenders	0
7870560	O	18 Inch Cab Side Extenders, Includes 6.5 Inch Rubber flares for daycab only.	46
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	13
7900290	O	Fire Extinguisher, Mounted To Passenger Non-Air Seat base, Hazmat approved UL listed/rated ABC	8
7900401	O	Cruise Control Inactive With Wipers On	0
7901130	O	Backup Alarm (107 DB)	3
8011410	O	Drive Axle #1 Front Oil Temperature Gauge 52mm round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	0
8011420	O	Drive Axle #2 Rear Oil Temperature Gauge 52mm round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	0
8011470	O	Engine Oil Temperature Gauge 52mm round, backlit. These physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	0
8021530	O	Air Suspension Pressure 1 Gauge 52mm round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6.	0
8021800	S	Air Filter Restriction Pressure Gauge Located in Digital Cluster Display	0
8021810	S	Brake Application Air Pressure (Tractor) Located in Digital Cluster Display.	0
8070100	O	(4) Additional Dash Switches With Wiring	1

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Sales Code	Std/ Opt	Description	Weight
		Located on dash panel C. Availability subject to dash space. Includes 4" 14 gauge wire with butt splice at rear of each additional switch.	
8070260	O	Switch To Deactivate ATC Traction Control Bendix ATC is required on the specification. Switch is to temporarily disable the Traction Control in extreme conditions such as snow, ice or mud. The ATC warning light will display in a constant state.	0
8070820	S	Engine Percent Torque Located in Digital Cluster Display	0
8070830	O	Main Instrumentation Panel Digital Cluster 15" Display includes: Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, and Voltmeter.	0
8071900	O	Manifold Pressure Gauge 52mm Round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	2
8076010	O	Pusher Axle Pressure 1 52mm Round, backlit. These physical gauges must be ordered in pairs and are limited to a total of 6.	0
8110070	S	Headlights Projector Module Pod Fender mounted turn signals, projector module low beam, complex reflector high beam, pod mounted	0
8120990	S	(5) Marker Lights, Aero LED On roof, visor, or fairing	0
8131560	O	(2) Peterbilt Fog Lights Recessed in Bumper	6
8133960	S	Daytime Running Lights The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	0
8134160	O	Self-Canceling Turn Signal	2
8140060	O	LED Oval Stop/Turn/Tail/Backup In tractor taper end of frame crossmember	13
8151190	O	(2) Load Lights, LED, Flush Mounted Low Inboard Back of cab / back of sleeper	4
8153050	O	(1) F/O Load Light, Switch, (2) 10' Wire Coils (1) furnished by owner load light, switch, (2) 10" wire coils, under cab/sleeper.	3
Paint			
8500710	S	Standard Paint Color Selection	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK	0

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Sales Code	Std/ Opt	Description	Weight
		N85400 HOOD TOP L0006EY WHITE	

Shipping Destination

Options Not Subject To Discount

9400090	S	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0
9407147	O	Fuel Price Index Factor \$342 NET	0
9408626	O	SmartLINQ RD - 5YR Sub Cummins Engines	0
9408706	O	Base Warr: Emissions (CARB Operation) 5Yr/350K MI - X15 EFF/PRO Engine	0

Miscellaneous

9409001	S	Day Cab / Prestige Interior (DM)	0
9409076	O	State Of Registry: Montana	0
9409641	O	Model Year 2026 Engine	0
9409749	O	2024 Series Emissions Engine	0

Promotions

Special Requirements

Special Requirement 1 0098170

Special Requirement 2

Special Requirement 3

Special Requirement 4

Fuel Efficiency Score:

Order Comments

Total Weight (lbs) 19,008

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

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Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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Shipping Destinations

Intermediate Destination: NONE

Final Destinations	Quantity
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File Attachments for Item:**D. AGREEMENT 20284 WITH MIKE COLEMAN CONSTRUCTION**



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: September 1, 2026
TO: Chair Nootz and City Commissioners
FROM: Shannon Holmes, Public Works Director
RE: Staff Report for Construction Services for the Bennett St. Water Loop Extension Project

Recommendation and Summary

Staff is recommending the City Commission Approve the General Services Agreement 20284 and Agreement between Owner and Contractor for Construction Contract with Mike Coleman Construction to provide Construction Services for the Bennett St. Water Loop Extension Project by adopting the following motion:

"I move to approve General Services Agreement 20284 and the Agreement between Owner and Contractor for Construction Contract with Mike Coleman Construction and authorize the City Manager to sign both Agreements."

The reasons for the recommendation are as follows:

- Mike Coleman Construction was the responsible low bidder of the six bidders for the project.
- Mike Coleman Construction has previously completed projects for the City of Livingston.
- Mike Coleman Construction has confirmed they are comfortable with their bid to complete a successful project and their current work in progress shows they have the capacity to begin construction work this September.

Introduction and History

This project was originally bid in March 2026 and ultimately needed to be redesigned to meet BNSF's approval. The Bennett Street Water Loop Extension Project includes the installation of a water main, jack and bore encasement pipe and asphalt paving.

Analysis

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

Livingston, Montana



Fiscal Impact

This project and construction administration services are in the FY26 budget for \$735,000 (Appendix A-79) which included a 10% contingency. The bidder for construction service came in at \$651,542.93 which was below the Engineer's Estimate of \$660,675.

Strategic Alignment

This has been a priority recommendation in the Water Master Plan since 2018 and more recently in the Regional Water Preliminary Engineering Report.

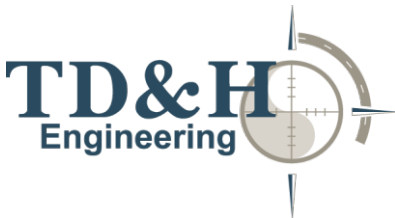
Goal 9.1 Develop infrastructure to enhance community services and improve public safety for Livingston residents.

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

Attachments

- Attachment A: City of Livingston and TD&H Recommendation to Award Bennett Water Loop Extension
- Attachment B: General Services Agreement
- Attachment C: EJCDC Contract

234 East Babcock Street
Suite 3
Bozeman, MT 59715



406.586.0277
tdhengineering.com

August 26, 2026

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

**RE: CITY OF LIVINGSTON BENNETT STREET WATER
LOOP EXTENSION — ENGINEER’S
RECOMMENDATION**
TD&H ENGINEERING JOB NO. B24-064

Dear Shannon,

TD&H has tabulated the contractor bids for the Bennett Street Water Loop Extension project. Following an active and successful bidding period, six contractors submitted bids for the water extension work. Bids were submitted to the City of Livingston on August 24, 2026. The certified bid tabulation is attached, including the engineer's estimate.

TD&H completed background due diligence for the apparent low bidder, Mike Coleman Construction, Inc., including reference checks and review of a requested background summary. This information is also attached.

The low bid for this project is summarized below:

Item	Engineer’s Estimate	Low Bid (Mike Coleman Const.)
Total	\$660,675.00	\$651,542.93

Mike Coleman Construction has confirmed they are comfortable with their bid and can complete a successful project. Their Work in Progress (WIP) indicates they have the capacity to begin work this next month and complete the project by the end of the paving season.

TD&H recommends that the City of Livingston awards the contract to Mike Coleman Construction as the lowest responsive and responsible bidder for the Bennett Street Water Loop Extension project. TD&H verified that the contractors bid includes Montana prevailing wages, the 1% GRT tax, and performance and payment bonds.

Upon approval to award, TD&H will prepare the construction contract, coordinate the Notice of Award form, schedule and facilitate a preconstruction meeting, and oversee construction of the project.

Please let me know if you have any questions.

Sincerely,



Matt McGee, PE
Project Manager
TD&H ENGINEERING

Attachments: 2026 Bid Tabulation
Mike Coleman Construction Qualifications and References
TD&H Reference Check Summary

I:\2024\BOZ\B24-064 Livingston Bennett St Lp\09_CONSTRUCTION\Mike Coleman\RECOMMENDATION FOR AWARD\0 CITY OF LIVINGSTON RECOMMENDATION TO AWARD BENNETT STREET WATER LOOP EXTENSION.DOC

City of Livingston Bennett Street Water Loop Extension
 Bid Tabulation For Bids Dated 6/24/2026

ITEM NO.	DESCRIPTION	EST. QUANTITY	UNIT	Engineer's Estimate		Omdahl Excavation & Utilities, Inc.		Askin Construction, LLC		Prospect Construction, Inc.		Mike Coleman Construction, Inc.		Big Sky Limited		Western Municipal Construction, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
A.1	1 Mobilization (Maximum 5% of Total Bid)	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 37,200.00	\$ 37,200.00	\$ 37,000.00	\$ 37,000.00	\$ 37,018.00	\$ 37,018.00	\$ 29,938.19	\$ 29,938.19	\$ 31,056.00	\$ 31,056.00	\$ 33,000.00	\$ 33,000.00
	2 Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 75,000.00	\$ 75,000.00	\$ 15,000.00	\$ 15,000.00	\$ 17,500.00	\$ 17,500.00	\$ 7,318.19	\$ 7,318.19	\$ 8,500.00	\$ 8,500.00	\$ 13,000.00	\$ 13,000.00
	3 Locate and Protect Public & Private Utilities	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 8,100.00	\$ 8,100.00	\$ 5,100.00	\$ 5,100.00	\$ 6,748.20	\$ 6,748.20	\$ 15,000.00	\$ 15,000.00	\$ 2,800.00	\$ 2,800.00
	4 Water Main																
A.2.1	10" Class 51 Ductile Iron Pipe	515	LF	\$ 225.00	\$ 115,875.00	\$ 165.00	\$ 84,975.00	\$ 295.00	\$ 151,925.00	\$ 254.00	\$ 130,810.00	\$ 285.92	\$ 147,248.80	\$ 163.54	\$ 84,223.10	\$ 495.00	\$ 254,925.00
	6" Class 51 Ductile Iron Pipe	10	LF	\$ 125.00	\$ 1,250.00	\$ 150.00	\$ 1,500.00	\$ 250.00	\$ 2,500.00	\$ 700.00	\$ 7,000.00	\$ 219.74	\$ 2,197.40	\$ 92.77	\$ 927.70	\$ 370.00	\$ 3,700.00
	5 Ductile Iron Fittings																
	10"x6" Hydrant Tee	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 2,750.00	\$ 2,750.00	\$ 2,900.00	\$ 2,900.00	\$ 3,500.00	\$ 3,500.00	\$ 2,332.08	\$ 2,332.08	\$ 1,469.00	\$ 1,469.00	\$ 1,900.00	\$ 1,900.00
	10" 45 Degree Bend	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,200.00	\$ 2,200.00	\$ 3,400.00	\$ 3,400.00	\$ 1,742.49	\$ 1,742.49	\$ 782.00	\$ 782.00	\$ 3,500.00	\$ 3,500.00
	10" 22.5 Degree Bend	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 1,741.44	\$ 1,741.44	\$ 781.00	\$ 781.00	\$ 1,900.00	\$ 1,900.00
	10" 11.25 Degree Bend	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 1,739.31	\$ 1,739.31	\$ 779.00	\$ 779.00	\$ 1,900.00	\$ 1,900.00
	6 Jack and Bore																
	20" Steel Encasement	195	LF	\$ 1,550.00	\$ 302,250.00	\$ 1,800.00	\$ 351,000.00	\$ 1,800.00	\$ 351,000.00	\$ 1,580.00	\$ 308,100.00	\$ 1,394.68	\$ 271,962.60	\$ 2,071.54	\$ 403,950.30	\$ 1,000.00	\$ 195,000.00
	7 Connect to Existing Water Main	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 4,500.00	\$ 9,000.00	\$ 11,600.00	\$ 23,200.00	\$ 15,000.00	\$ 30,000.00	\$ 7,476.61	\$ 14,953.22	\$ 3,800.00	\$ 7,600.00	\$ 11,200.00	\$ 22,400.00
	8 10" Gate Valve	2	EA	\$ 2,400.00	\$ 4,800.00	\$ 5,200.00	\$ 10,400.00	\$ 7,400.00	\$ 14,800.00	\$ 7,100.00	\$ 14,200.00	\$ 6,418.54	\$ 12,837.08	\$ 6,024.00	\$ 12,048.00	\$ 5,000.00	\$ 10,000.00
	9 Fire Hydrant Assemblies																
	8.5" Fire Hydrant Assembly	1	EA	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 18,200.00	\$ 18,200.00	\$ 10,000.00	\$ 10,000.00	\$ 13,055.87	\$ 13,055.87	\$ 8,548.00	\$ 8,548.00	\$ 13,500.00	\$ 13,500.00
	10 Remove & Replace Asphalt Pavement	60	SY	\$ 125.00	\$ 7,500.00	\$ 100.00	\$ 6,000.00	\$ 151.00	\$ 9,060.00	\$ 460.00	\$ 27,600.00	\$ 233.14	\$ 13,988.40	\$ 44.32	\$ 2,659.20	\$ 230.00	\$ 13,800.00
	11 1.5" Minus Crushed Base Course, 6" Thick	60	SY	\$ 15.00	\$ 900.00	\$ 50.00	\$ 3,000.00	\$ 32.00	\$ 1,920.00	\$ 25.00	\$ 1,500.00	\$ 56.10	\$ 3,366.00	\$ 18.64	\$ 1,118.40	\$ 70.00	\$ 4,200.00
	12 6" Minus Subbase, 12" Thick	60	SY	\$ 10.00	\$ 600.00	\$ 40.00	\$ 2,400.00	\$ 65.00	\$ 3,900.00	\$ 34.00	\$ 2,040.00	\$ 63.38	\$ 3,802.80	\$ 15.72	\$ 943.20	\$ 140.00	\$ 8,400.00
A.2.2	13 Topsoil, Seed and Fertilizing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 3,800.00	\$ 3,800.00	\$ 4,000.00	\$ 4,000.00	\$ 3,276.25	\$ 3,276.25	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
	14 Soils Handling and Dewatering	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 85,000.00	\$ 85,000.00	\$ 75,750.00	\$ 75,750.00	\$ 112,000.00	\$ 112,000.00	\$ 94,807.84	\$ 94,807.84	\$ 74,320.00	\$ 74,320.00	\$ 70,000.00	\$ 70,000.00
	15 Clean Up (Minimum 3% of Total Bid)	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 22,300.00	\$ 22,300.00	\$ 22,500.00	\$ 22,500.00	\$ 22,211.00	\$ 22,211.00	\$ 18,486.77	\$ 18,486.77	\$ 31,056.00	\$ 31,056.00	\$ 21,000.00	\$ 21,000.00
TOTAL				\$ 660,675.00		\$ 737,525.00		\$ 747,955.00		\$ 740,379.00		\$ 651,542.93		\$ 695,760.90		\$ 679,925.00	

* Bid tabulation correction

Matt McClellan P.E. 30023
 TD&H Engineering
 Date: August 24, 2026

City of Livingston Bennett Street Water Loop Extension
 TD&H Engineering
 Bid Opening: Monday August 24, 1 pm

Contractor	MT Contractors Registration #	Bid Bond	Executed Forms	Addendum	Base Bid
Omdahl Excavation & Utilities, Inc.	37068	X	X	X	\$737,525.00
Askin Construction, LLC	232221	X	X	X	\$747,955.00
Prospect Construction, Inc.	255598	X	X	X	\$740,379.00
Mike Coleman Construction, Inc.	151700	X	X	X	\$651,542.93
Big Sky Limited	L0001033583	X	X	X	\$695,760.90
Western Municipal Construction, Inc.	13329	X	X	X	\$679,925.00

MIKE COLEMAN CONSTRUCTION, INC.

CAPABILITY STATEMENT

Mike Coleman Construction is an established professional construction company with more than 50 years of experience in heavy civil construction and over 20 years of experience specializing in trenchless construction. Mike Coleman provides hands-on construction services and is skilled in new constructions as well as improvements and expansions. Mike Coleman Construction takes pride in excellence and has a strong commitment in producing quality workmanship and exceptional client support. Mike is the mastermind and creator of a patented a guide system for jack and bore.

Mike keeps select members for his core crew who have proven themselves to be dependable, knowledgeable and hardworking, with safety and success as goals on each project. With multiple pieces of heavy equipment (excavators, loaders, backhoe, etc.) and attachments, boring machines and augers, Mike Coleman Construction is ready for any heavy civil job.

Here at Mike Coleman Construction we keep scheduling in mind when bidding any project. If there look to be any conflicts or possibilities that we may not be able to fit a project into our schedule, we do not bid that project. Mike Coleman Construction is not only qualified to take on a project of this size and scope; we are confident we can successfully complete the Bennett Street Water Loop Extension for the City of Livingston.

Mike Coleman Construction Work References

Name	Title	Company	Phone Number
Ken Rankin	Owner	Sun Mountain Lumber	406-846-1600
Steve Johansen	Owner	Johansen Construction	435-462-2815
Kelly Redmond	President	SK Construction	406-546-8759
Casey Durbin	President	Wickens Construction, Inc.	406-535-8415
Cody Idso	Project Manager	Baranko Brothers, Inc.	701-483-5868
Nic Kahler	Project Manager	BX Civil & Construction, Inc.	605-428-5483
Geno Dangelo	Owner	Viper Underground	307-856-6173
Cort Hedquist	Project Manager	Oftedal Construction	307-267-8799
Lorraine Meulebroeck	Office Contact	Midwest Contracting LLC	507-537-1004
Theron Pavlik	Project Manager	Sime Construction, Inc.	406-600-8084
Scott Pelletier	Project Manager	Meyer Contracting	763-391-5990
Nick Wilson	Owner	Wilson Bros. Construction	307-548-6559
Ed Hanson	Project Manager	Barnard Construction	406-586-1995
Mike Sharp	Project Manager	Prince, Inc.	406-351-1110
Robert Huerta	Project Manager	Hot Iron, Inc.	307-682-8702
Austin Wargo	Engineer	Robert Peccia & Associates	406-447-5000
Travis West	Engineer	Engineering West	406-322-1116
Blake-Harms Eric Prunty	Engineer	Brosz Engineering	605-336-1676
Greg Lukasik	Engineer	Great West Engineering	406-281-8587
Jeff McElwain	Engineer	Ackerman-Estvold	701-837-1990
Thomas Demke	Engineer	Apex Engineering Group	701-323-3960

Mike Coleman Construction General Jobs History

JOB Name/location	Engineer	Owner	Contract Amount	Start Month	Year	End Month	Year
New Town, ND H-7-008(033)133 (PCN-22231)	ND DOT 608 East Boulevard Avenue Bismarck, ND 58505 (P) 701-328-2500	ND DOT 608 East Boulevard Avenue Bismarck, ND 58505 (P) 701-328-2500	\$147,340.58	Oct	2018	Nov	2018
Sherwood, ND 2017 Water Main Improvements	Ackerman-Estvoid Jeff McElwain 1907 17th Street SE Minot, ND 58701 (P) 701-837-1990 (F) 701-720-4038 (C) 701-720-4038 Jeff.McElwain@ackerman-estvoid.com	City of Sherwood P.O. Box 177 Sherwood, ND 58782	\$391,501.00	June	2018	Nov	2018
Wolf Point, MT 2020 Water Main Replacement	Great West Engineering Greg Lukasik 6780 Trade Center Avenue Billings, MT 59101 (D) 406-281-8587 (C) 406-281-4134 glukasik@greatwesteng.com Replace existing water mains at two RR crossings. Included jack & bore under BNSF tracks.	City of Wolf Point 201 4th Avenue South Wolf Point, MT 59201	\$578,724.06	Oct	2020	Jan	2021
Kimball, SD Kimball Sanitary Construction	Broz Engineering Blake Harms (Eric Prunty is new contact.) 2309 W 50th Street Sioux Falls, SD 57105 (O) 605-336-1676 (F) 605-929-8990 blakeh@brozengineering.com ericp@brozengineering.com Installation of new sanitary sewer line, jack & bore new sanitary sewer line under Interstate I-90, installation of new manholes, and abandoning existing sanitary sewer line in place.	City of Kimball 140 Main Street Kimball, SD 57355 605-778-6277	\$998,286.19	July	2021	Oct 27	2022

Columbus, MT	Engineering West	City of Columbus	\$242,771.76	Nov	2021	Feb	2022
Park Addition Sewer Replacement Project	Travis West	408 E. 1st Avenue North					
	33 11th Street	Columbus, MT 59019					
	Columbus, MT 59019						
	(O) 406-322-1116 *201						
	travis@engineering-west.com						
	Sewer main replacement, sewer pump station, and alley restoration.						
East Helena, MT	RPA - Robert Peccia & Associates, Inc.	City of East Helena	\$1,487,296.51	May 11	2022	Oct 19	2023
East Helena Water Main Improvements	Austin Wargo	306 E. Main Street					
	P.O. Box 5653	East Helena, MT 59635					
	Helena, MT 59604	Kevin Ore					
	(P) 406-447-5000	(C) 406-459-3769					
	(F) 406-447-5036	kore@easthelenamt.us					
	AWargo@rpa-hln.com						
	Installation of new water distribution mains. Project includes: directional drilling, jack & bore underneath MRL tracks, connecting to existing water main, fire hydrants, gate valves, pavement and gravel removal & replacement, and seeding, fertilizing, & mulching.						
Fessenden, ND	Apex Engineering Group	Wells County Water	\$180,631.28	Nov	2023	Dec	2023
Wells County Drain #1, US Hwy 52 Crossing Improvements	Thomas Demke, PE Civil Engineer	Resource District					
	600 S. 2nd Street	700 Railway St. N. #244					
	Bismarck, ND 58504	Fessenden, ND 58438					
	(O) 701-323-3950						
	(D) 701-323-3960	Tammy Roehrich/Secretary					
	Thomas.Demke@ApexEngGroup.com						
	US Highway 52 Crossing Improvements that included jack & bore.						
Livingston, MT	Gaston Engineering & Surveying	Sun Mountain Lumber	\$876,052.88	Nov	2023	May	2024
Sun Mountain Lumber/RV Timber Connection to City Water Main	Brent Miller	Ken Rankin					
	211 Haggerty Lane	406-560-2380					
	Bozeman, MT 59715	ken.rankin@sunmtlumber.com					
	(O) 406-586-0588	Dan Richards - Project Manager					
	bmiller@gastonengineering.com	406-220-6140					
		181 Greenhouse Rd, Deer Lodge, MT 59722					
	Water extension to connect current business to the City's water main, with jack & bore included and laying water line.						

Ekalaka, MT Water System Improvements	Great West Engineering	Town of Ekalaka, MT	\$1,286,108.91	Aug 12	2024	Nov 11	2024
	Chad Hanson, PE	13 N Main Street					
	6780 Trade Center Avenue	Ekalaka, MT 59324					
	Billings, MT 59101						
	(D) 406-281-8585	Calvin Jensen					
	(C) 406-860-5145	Public Works Director					
	chanson@greatwesteng.com	605-490-8573					
Replacement of water main and water services, as well as installation of valves and fire hydrants, and directional drilling under Russell Creek.							
Cut Bank, MT	Great West Engineering	City of Cut Bank, MT		Apr 30	2025	Sept 25	2025
Phase 4B Water System Improvements	Joel Pilcher (replaced w/Amy Deitchler)	221 West Main Street					
	2501 Belt View Drive	Cut Bank, MT 59427					
	Helena, MT 59601	406-873-5526					
	D: 406-495-6186						
	C: 406-431-8244						
	adeitchler@greatwesteng.com						
The project consists of approximately 2,100 lineal feet of 6" PVC distribution main and all associated valves, fittings, fire hydrants, service lines, service connections and asphalt replacement.							

Mike Coleman Construction Work History & Welding Diary

DOT PROJECTS ARE IN BOLD ORANGE FONT

CURRENT AND UPCOMING PROJECTS HAVE DETAILS IN BOLD GREEN FONT

JOB Name/location	General Contractor	Contract Amount	Year	Start Month	End Month	Footage Bored	Pipe Diameter	Pipe Wall	Comments	Welder Mike	Welder Other
Casper, WY - CCR Water & Sewer Project #13-14	Grizzly Excavation		2014	Jan	Feb	980'	24"	0.375"	3 RR bores under BNSF.	XX	
Laramie, WY - South Laramie Water Supply Project	Mechanical Systems		2014	March	May	770'	24"	0.406"	RR and State Hwy bores - 440' under UPRR.	XX	
Alexander, ND - Hwy 85 Utility Relocation ND DOT	Wagner Construction, Inc.		2014	June	June	300'	30"	0.406"		XX	
Lewistown, MT - MT DOT	MT DOT		2014	June	June	146'	30"	0.500"		XX	
Minot, ND - Highlander Estates	Wagner Construction, Inc.		2014	June	June	110'	24"	0.375"	Gravity sewer, downhill bore, under terrible soupy conditions & had to hit the manhole.	XX	
Dickinson, ND West	Wagner Construction, Inc.		2014	July	Nov	1,140'	36"	0.531"		XX	XX
Dickinson, ND - East Side Transmission	Western Municipal Construction		2014	July	Feb 2015	472'	36"	0.531"		XX	XX
Dickinson, ND - 14-807 15th Street Improvements	Roers Development	\$46,495.30	2014	Oct	Oct	265'	24"	0.406"		XX	XX
Dickinson, ND South - Dickinson Rolling Hills	North Country Contracting	\$25,838.40	2014	Nov	Nov	80'	20"	0.312"		XX	
Alexander, ND Oil	Oakland Construction, Inc.	\$102,514.24	2014	Oct	Dec	520'	30"	0.469"		XX	XX
Cheyenne, WY - BOPU	Mechanical Systems		2014	Dec	Jan 2015	80'	30"	0.531"		XX	
	Wilson Brothers										
Sheridan, WY - Sheridan NW Water Loop	Nick Wilson		2014	Dec	Dec	34'	30"	0.406"		XX	
Cotton Wood Creek, UT	1-307-548-6559		2015	Jan	March	100'	12"	0.375"		XX	XX
	Johansen Construction	\$204,950.00				285'	42"	0.375"		XX	XX
Belt, MT - MT DOT - 102 - N & S - Phase 2 HSP	Schellinger Construction, Inc.	\$196,299.15	2015	April	May	547'	36"	0.500"		XX	XX
Story Street	Williams Civil	\$21,791.00	2015	May	May	55'	24"	0.375"			
Glasgow, MT - Glasgow Sewer	MT Underground	\$27,535.57	2015	June	July	119'	20"	0.375"		XX	
Washburn ND Street & Utility	Quam Construction	\$45,584.00	2015	June	June	40'	20"	0.375"	Solid rock under BNSF RR - gravity sewer bore.	XX	
MT DOT - Muddy Creek - Culbertson	SK		2015	June	July	1,160'	24" 30" 36"	0.500"		XX	
Watford City, ND - Job 33 Keene	Central Specialties		2015	July	July	76'	30"	0.500"		XX	XX
Dickinson ND - Dickinson West Gravity Sewer	Oakland Construction, Inc.	\$1,009,743.55	2015	Aug	Dec	745'	36"	0.531"		XX	XX
Broadus, MT	Prince, Inc.		2015	Sept	Sept	260'	24"	0.406"		XX	XX
Cody, WY - Certainteed Gypsum 8" Treated Water Line	Harris Trucking		2015	Dec	Dec	80'	24"	0.375"	Under RR - all cobbles to boulders.	XX	
Billings, MT	Western Municipal Construction		2016	April	April	210'	36"	0.500"	Water line in adverse, very soupy conditions.	XX	XX
Devils Lake, ND	Naastad Brothers, Inc.	\$74,124.00	2016	July	Aug	64'	24"	0.500"		XX	
ND DOT #32 - Medora	Knife River Corporation	\$265,953.00	2016	April	July	1,000'	30"	0.500"		XX	XX
Oxbow	Western Municipal Construction	\$55,935.00	2016	April	July	200'	30"	0.500"		XX	XX
Jordan	Wickens Construction, Inc.	\$206,237.46	2016	April	July	385'	24"	0.500"		XX	
						325'	30"	0.500"		XX	
						164'	42"	0.500"		XX	
ND DOT #10	Knife River Corporation	\$31,649.25	2016	Aug	Aug	70'	30"	0.500"		XX	XX
Watford City ND Bypass	Wagner Construction, Inc.	\$280,760.50	2016	Aug	Sept	200'	24"	0.500"		XX	XX
						450'	30"	0.500"		XX	XX
Eagle Butte, SD - Eagle Butte Treated Water Pipeline Seg 2 SD	Merrymen Excavation, Inc.	\$980,079.42	2016	Oct	Mar 2017	440'	42"	0.500"		XX	
Casper WY - 33 Mile Sanitary Sewer	Treto Construction	\$75,430.00	2016	Sept	Dec	470'	24"	0.375"		XX	
Gallatin Gateway MT Wastewater Improvements	JR Civil	\$154,121.18	2017	Mar	May	280'	36"	0.504"		XX	XX

Mike Coleman Construction Work History & Welding Diary

DOT PROJECTS ARE IN BOLD ORANGE FONT

CURRENT AND UPCOMING PROJECTS HAVE DETAILS IN BOLD GREEN FONT

JOB Name/location	General Contractor	Year	Start Month	End Month	Footage Bored	Pipe Diameter	Pipe Wall	Comments	Welder Mike	Welder Other
Kemmerer-Diamondville WY Joint Powers Board Water Transmission Pipeline	Johansen Construction, Inc.	2017	June	Aug	420'	20"	0.375"		xx	
Cheyenne WY - Southern Water Transmission Main - Phase 3	Mountain View Building Jacob Fritz	2017	June	Dec	160'	20"	0.500"		xx	
	1-307-675-1822				750'	36"	0.500"		xx	
					400'	48"	0.500"		xx	
Fort Laramie WY S&W Improvements - Phase I	Aztec Construction Larry Lembitz	2017	Sept	Oct	300'	12"	0.375"		xx	xx
	307-637-6171				300'	20"	0.375"		xx	xx
Greybull WY Airport Water Tank Tie-In	Copper Creek Construction Jack Nauman	2017	Oct	Nov	345'	24"	0.375"	180' Bore under US Hwy 14/16/20. 165' Bore under BNSF RR.	xx	xx
Columbus MT - "B" Street Area Drainage Improvements	Intermountain Construction Chance Ellis									
	1-307-568-2010									
	1-406-782-6467									
Jamestown WY - Rio Vista Water Supply	Western Municipal Construction Jock clause	2017	Oct	Nov	140'	20"	0.312"	68' Bore under Old US Highway 10. 70' Bore under Old US Highway 70. 90' Ox Yoke Bore.	xx	xx
	1-406-254-2106							100' Fryberger Road Bore. 610' Highway 374 Bore. 280' Interstate 80 Bore.		
Plentywood MT - Sanitary Sewer Improvements - Phase 1	Quam Construction Dave Quam	2017	Dec	May	1,080'	20"	0.500"		xx	xx
	1-320-979-1167							Bore under BNSF RR.	xx	
Langdon, ND - Sewer, Water, Storm Sewer Improvement District No. 2017-1	Quam Construction Dave Quam	2018	June	June	130'	20"	.375"		xx	
	1-320-979-1167							Bore under BNSF RR.	xx	
KalisPELL, MT - Westside Interceptor Project - Schedule 2	Downing Underground, Inc.	2018	July	August	100'	48"	.500"	Bore under US Hwy 2.	xx	xx
Sheridan, WY - North End Utilities Project	Wilson Brothers Nick Wilson							145' Bore under UGP/New Alignment Decker Road. 165' Bore under Highway 338 and UGP. Bore under ND State Hwy 8.	xx	xx
	1-307-548-6559								xx	
ND DOT #5 - New Town, ND	Mike Coleman Construction, Inc.	2018	Sept	Sept	310'	24"	.375"			
Four Corners, MT - Kerner Klub Sanitary Sewer Service and Main Extension	Simes Construction C. Pavlik or Knox Pilati	2018	Oct	Oct	98'	36"	.469"		xx	
	1-406-582-9841								xx	
ND DOT #7 - Valley City, ND	Wagner Construction, Inc.	2018	Oct	Nov	132'	36"	.500"	Bore under Jack Rabbit Lane.	xx	
	Tim Mathews							Bore under Interstate 94. Hit Granite. Change Order approved. Completed bore via blasting and hauling out pieces and pushing pipe.	xx	xx
	218-283-3700							150' Water Line Canal Bore. 120' Bore under Gilchrist Highway. 120' Sewer Line Canal Bore.	xx	
Wheatland, WY - Y-O Ranch Road Transmission Pipeline	Mountain View Building Jacob Fritz	2018-19	Oct	May	310'	30"	.429"			
	1-307-675-1822									
	Hinckley James, Inc.	2019	Feb	March	390'	20"	.375"		xx	
	1-307-548-6734							Under BNSF RR.	xx	
Cowley, WY - South End Water Users District Control Building and Loop Project	Frank Hinckley	2019	March	March	160'	16"	.312"			

Mike Coleman Construction Work History & Welding Diary

DOT PROJECTS ARE IN BOLD ORANGE FONT
CURRENT AND UPCOMING PROJECTS HAVE DETAILS IN BOLD GREEN FONT

JOB Name/location	General Contractor	Year	Start Month	End Month	Footage Bored	Pipe Diameter	Pipe Wall	Comments	Welder Mike	Welder Other
Douglas, WY - Little Boxelder Spring Transmission Main Replacement Project	Mountain View Building Jacob Fritz 1-307-675-1822	2019	March	Aug	865' 115'	30" 36"	.625"	50' Bore in field near irrigation canal. 60' Bore under Inez Road. 50' Bore near existing culvert on drive lane off of Cherokee Trail. 365' Bore under Interstate 25 N and S Lanes. 340' Bore under Interstate Nand S Lanes and Highway 93. 115' Bore under Highway 59.		
WY DOT Sheridan, WY - I-90 Slide Repair	Mountain View Building Jacob Fritz 1-307-675-1822	2019	April	May	102'	24"	.412'	Bore under Interstate 90.	xx	
Rock River, WY - Raw Water Transmission Line and Tank to Town Transmission Lines	Premier Earthworks Infrastructure Kurt Marshall 1-720-613-8395	2019	Aug	Oct	150' 115'	18" 24"	.375"	Bore under RR. Bore under Highway 13.	xx	
Gillette, WY - Gillette Regional Water Supply Project Phase II District Extensions - Stone Gate Estates & Red Hills	Hot Iron, Inc. Todd Kroger 1-307-682-8702	2019	Aug	Sept	65'	24"	.375"	Bore under West Force Road.	xx	
Thayne, WY - North Waterline Replacement Project	Westwood Curtis Construction John Long 1-307-699-3096	2019	Aug	Aug	100'	20"	.500"	Bore under Highway 89.	xx	
West Fargo, ND - Water Improvement Project No. 1312 & 1313 [West Fargo #1]	KPH Eric Merhiy 1-701-499-7979	2019	Oct	Nov	223'	24"	.375"	Bore under BNSF RR.	xx	
West Fargo, ND - Water Improvement Project No. 1312 Phase 2 [West Fargo #2]	KPH Eric Merhiy 1-701-499-7979	2019-2020	Sept	March	1254'	24"	.375"	465' Bore under Box Culvert in Horace Diversion. 162' Bore under Horace Diversion. 627' Bore under I-94.	xx	
MT DOT Nashua, MT - Nashua East West NH 1-9(52)555 Milk River North	SK Construction Redmond 546-8759	2019	Nov	Dec	250'	24"	.500"	Bore under Highway 2.	xx	
Gillette, WY - Gillette Regional Water Supply Project Phase II District Extension Phase II - Eight Mile ISD (16UT04)	Hot Iron, Inc. Todd Kroger 1-307-682-8702	2019-2020	Dec	Jan	580'	24"	.375"	506' Bore under I-90. 70' Bore under Force Road.	xx	
MT DOT Circle, MT - Corral Cr-11 M NE Circle STPB 51-2(6)10	Wickens Construction, Inc. Durbin 535-8415	2020	March	April	302'	36"	.500"	Bore under Highway 200.	xx	
Rawlins, WY - 2019 Water System Improvements	Viper Underground Geno Dangelo 307-856-6173	2020	April	April	115'	20"	.312"	Bore under Spruce Street/US 30.	xx	
ND DOT #51 - Near Williston, ND - State Federal Aid Project No. AC-55-SOIB-7-804(062)293 (PCN-21787)	Baranko Brothers Inc. Cody Ido (P) 701-483-5868 (C) 701-430-0919	2020	May	July	110' 80' 146' 138' 106' 192' 126'	30" 36" 42" 48" 48" 48" 72"	.406" .469" .500" .563" .563" .563" .875"	Bore under ND 1804. Bore under ND 1804/119th Ave. NW Bore under ND 1804. Bore under ND 1804. Bore under ND 1804. Bore under ND 1804. Bore under ND 1804.	xx	xx

Mike Coleman Construction Work History & Welding Diary

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JOB Name/Location	General Contractor	Year	Start Month	End Month	Footage Bored	Pipe Diameter	Pipe Wall	Comments	Welder Mike	Welder Other
Missoula, MT - Stillwaters on the Clark Fork	FirstMark Construction Kevin Allen 406-239-4695	2021	Jan	Feb	90'	30"	.375"	Sewer Bore under Grass Valley French Ditch.	xx	
Rock River, WY - Avenue B Waterline and Roadway	Ofedal Construction Cort Hedquist 307-267-8799	2021	April	April	120'	20"	.375"	Water Bore under North 4th Street.	xx	
Minnehaha County, SD - SD DOT #4 IM-NH-P 0022(45) PCN-0411	BX Civil & Construction, Inc.	2021	April	May	122'	48"	.528"	Drainage under SD Highway 13.	xx	
Redfield, SD - Water/Waste Water Improvements Phase 1	J&J Earth Works, Inc. Jamie Andrews 605-432-7966	2021	May	May	65'	24"	.407"	Drainage under SD Highway 13.	xx	
Shadehill, SD - SD DOT #2 NH 0073(75)213, PCN 05RY	Border States Paving, Inc. Jim Rentz 701-551-7235	2021	June	June	118'	24"	.500"	Sanitary Sewer Bore under BNSF.	xx	
SD DOT #1 Fort Thompson, SD - P 0034(164)270 - Culvert Repair - PCN - 040A	Midwest Contracting LLC Lorraine Meulebroeck 507-537-1004	2020	May	Aug	136'	18"	.500"	Drainage under SD Highway 73.	xx	
SD DOT #2 Yankton Area, SD - PCN 041Q NH-P 0023(37) SD HWYS 44 & 50 Culvert Replacement	BX Civil & Construction, Inc. Nic Kahler 605-428-5483	2020	Aug	Sept	136'	18"	.500"	Bore under SD Hwy 34.	xx	xx
Bozeman, MT - JRL/Valley Center Town Pump	Sime Construction, Inc. Pavlik 600-8084	2020	Aug	Sept	75'	42"	.500"	Bore under SD Hwy 34.	xx	
Wolf Point, MT - City of Wolf Point 2020 Water Main Replacements	Mike Coleman Construction, Inc.	2021	Nov 2020	Feb	210'	20"	.375"	Bore under SD Hwy 34.	xx	
Onida, SD - Utility Improvements Phase 2	Northern Plains LLC Cody Osborn 605-842-5977	2021	Sept	Sept	110'	16"	.312"	Sanitary Sewer Bore under E. Valley Center Road.	xx	
Laramie, WY - North Campus Water Main	Ofedal Construction Cort Hedquist 307-267-8799	2021	June	July	168'	30"	.562"	Water Bore under BNSF.	xx	
Sundance, WY - Sundance Kid Tank and Waterline Project	Hot Iron, Inc. Todd Kroger 1-307-682-8702	2021	Sept	Oct	343'	24"	.375"	Water Bore under Rogers Canyon Road.	xx	
Afton, WY - Afton Waterline Replacement & Overflow Project	DNS Excavation Devon Hillstead 307-248-1797	2021	Nov	Nov	110'	20"	.500"	Water Bore under Rogers Canyon Road.	xx	

Mike Coleman Construction Work History & Welding Diary

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JOB Name/location	General Contractor	Year	Start Month	End Month	Footage Bored	Pipe Diameter	Pipe Wall	Comments	Welder Mike	Welder Other
Billings, MT - Yellowstone Landing Commercial Sub Division	Castlerock Excavating Jerome Hehn 406-294-5144	2021	Nov	Nov	70'	24" 30"	.412" .441"	Sewer Bore under Highway 3. Water Bore under Highway 3.	xx	
Mandan, ND - Mandan Raw Water Intake Phase II	Meyer Contracting Scott Pelletier (D) 763-391-5990 (C) 612-248-0639	2022	Jan	May	160' 77' 160' 161'	36" 20" 48" 48"	.469" .375" .625" .625"	Water Bore under River Drive NE. Water Bore under River Drive NE. Water Bore under Mandan WTP Spur and BNSF. Water Bore under Mandan WTP Spur and BNSF.	xx	xx
Burlington, WY - Big Horn Regional Waterline to Burlington Project	Wilson Bros. Construction Caden Welling, PM (O) 307-548-6559 (C) 307-349-0346	2022	Oct	Oct	100'	24"	.375"	Water Bore under Highway 30.	xx	xx
Belgrade, MT - West Post Development Airway Blvd	Barnard Construction Ed Hanson, PM (P) 406-586-1995 (C) 406-581-5729	2022	Oct	Dec	115'	30"	.441"	Water Bore under Airway Blvd.	xx	
Miles City, MT - #101 - East of Miles City, East STPP-CRSII 2-1(69)13	Prince, Inc. Mike Sharp 406-351-1110 msprince@rangeweb.net	2023	Jan	July	280' 236' 171' 198' 166' 168' 134' 120'	36" 42" 42" 42" 42" 36" 36" 24"	.500" .500" .500" .500" .500" .500" .500" .375"	Site #3: Culvert under US-12 Site #5: Culvert under US-12 Site #6: Culvert under US-12 Site #7: Culvert under US-12 (120' billed) Site #8: Culvert under US-12 Site #9: Culvert under US-12 (complete) Site #10: Change Order Bore under US-12 Site #11: Change Order Bore under US-12 Sewer Bore under W. 2nd St. via S. Fir Ave.	xx	xx
Gillette, WY - Fir Avenue Sewer Improvements	Hot Iron, Inc. Robert Huerta (P) 307-682-8702 (C) 307-689-5808	2023	June	June	140'	24"	.375"		xx	
Helena, MT - King Commons Development	MJD Contracting Marty Logan 406-461-2342	2023	Aug	Sept	140'	20"	.375"	Water Bore under Hwy Frontage Rd and High Pressure Gas Line Sewer Bore under Hwy Frontage Rd and High Pressure Gas Line	xx	xx
East Helena, MT - East Helena Watermain Improvements	Mike Coleman Construction	2022-23	Apr '22	Oct '23	459'	36"	.515"	Water Bore under US Highway 12 and MRL Tracks.	xx	xx
Bozeman, MT - Baxter BLR Phase 2	Sime Construction, Inc. Patrick Rapciak p.rapciak@simeconst.com (O) 406-582-9841 (C) 406-570-9007	2023	Oct	Nov	50' 50'	30" 36"	.625" .465"	Water Bore under Dry Creek. Sewer Bore under Dry Creek.	xx	xx
Greybull, WY - Sanitary Sewer Main Replacements Phase II	Wilson Bros Construction Nick Wilson (O) 307-548-6559 (C) 307-272-1126	2023	Oct	Nov	125'	24"	.375"	Sanitary Sewer Bore under South 6th Street	xx	
Fessenden, ND - Wells County Drain #1, US Hwy 52 Crossing Improvements	Mike Coleman Construction	2023	Nov	Dec	92'	48"	.563"	Drainage Bore under US Highway 52	xx	
Livingston, MT - Sun Mountain Lumber/RV Timber Connection to City Water Main	Ken Rankin (C) 406-560-2380	2023-24	Nov '23	May '24	160'	24"	.375"	Water bore under RR Spur	xx	
Belgrade, MT - Jackrabbit Crossing & Yellow Iron Subdivisions, Offsite Water Connection to West Post	CK May Vale May (P) 406-388-0015 (C) 406-539-0533	2024	Jan	Feb	185' 185'	36" 36"	.465" .465"	Water bore under Jackrabbit Lane at Liscom Water bore under Jackrabbit Lane at Companion Way	xx	xx

Mike Coleman Construction Work History & Welding Diary

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JOB Name/location	General Contractor	Year	Start Month	End Month	Footage Bored	Pipe Diameter	Pipe Wall	Comments	Welder Mike	Welder Other
Bismarck, ND - ND #22648 IM-NHU-1-094(212)161	Ames Construction Craig Griesback - PM (C) 612-708-3570 (O) 952-435-7106 2500 County Road 42 W Burnsville, MN 55337	2024	May	June 9	84' 64'	36" 30"	0.469" 0.406"	Drainage bore under I-94 Eastbound On Ramp Drainage bore under I-94 Eastbound Off Ramp	xx xx	xx xx
Killdeer, ND - 2024 Street and Utility Improvements	Crow River Construction Christopher DeLong - PM (C) 320-241-8939 (O) 320-354-5554 9338 187th Ave NE New London, MN 86273	2024	June	Sept	130' 106'	20" 20"	.438" .438"	Sanitary Sewer bore under Highway 22 Water bore under Highway 22	xx xx	
Hot Springs, SD - Southern BH Water System Expansion Paramount Point to Spring Creek Acres Project	Flatlands USA Kyle Kopman (C) 605-880-0098 44670 Grover St. Watertown, SD 57201	2024-25	Nov 4	Feb 3	50' 172' 60' 210'	16" 16" 16" 16"	.406" .406" .406" .406"	Water bore under Daughenbaugh Road Water bore under BNSF tracks Water bore under Daughenbaugh Road Water bore under Highway 79	xx xx xx xx	
Gilllette, WY - Wilson Bros. Emergency Bore	Wilson Bros Construction Nick Wilson (O) 307-548-6559 (C) 307-272-1126	2025	Feb	Feb	300'	16"	.406"		xx	
Belgrade, MT - Weaver Lift Station	CX May Josh McKenzie 406-404-0233 P.O. Box 1426 Belgrade, MT 59714	2025	Mar 03	Apr 01	80' 80' 80'	30" 30" 30"	.75"/.562" .75"/.562" .75"/.562"	Forcemain bore under Dry Creek Road Forcemain bore under Dry Creek Road Forcemain bore under Dry Creek Road	xx xx xx	
Bozeman, MT - Urban Farm Phase 2	Sime Construction, Inc. Patrick Rapciak (C) 406-570-9007 (O) 406-582-9841	2025	Apr 02	Apr 22	140'-147'	36'	.429" min	Water bore under Huffine Lane	xx	
Four Corners, MT - Zoot Way Water Main Extension	Williams Civil Construction Derek DeLong (P) 406-539-8260 370 Companion Way Belgrade, MT 59714	2025	May	June	100'	36"	.515"	Water bore under MT 86 Norris Road	xx	
Ranchester, WY - Ranchester Transmission Main and Critical Infrastructure Project	Northern Underground Aaron Rosenlund 307-461-0561 256 East Ridge Road Sheridan, WY 82801	2025	June 22	July 10	106'	24"	.375" min	Water bore under BNSF tracks	xx	
Natrona County, WY - Northern 7 Mile Transmission Line Replacement	Prospect Construction Stan Dugdale 406-552-9125 116 23rd ST SE Puyallup, WA 98372	2025	July	Aug	138' 50'	16" 16"	.375" .375"	Water bore under Salt Creek Water bore under WY 387	xx xx	
Rocky, MT Town Pump DEF	Hoffman's R&M Services Josh Foulis 406-491-4354 2100 Meadowlark Ln Butte, MT 59701	2025	Sept	Sept	100'	24"	.415"	Water bore under RR Spur.	xx	

Mike Coleman Construction Work History & Welding Diary

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JOB Name/location	General Contractor	Year	Start Month	End Month	Footage Bored	Pipe Diameter	Pipe Wall	Comments	Welder Mike	Welder Other
Ray, ND Water & Sanitary Sewer Improvements	Wagner Construction Mike Brewinski 218-283-1868 3151 Highway 53 International Falls, MN 56649	2025	Sept	Sept	291'	16"	.375"	Water bore under Highway 2.	xx	xx
Bozeman, MT - Norton Ranch Lift Station	Sime Construction, Inc. Russell Cordum (C) 406-946-2700 (O) 406-582-9841	2025	Oct	Nov 18	145'	36"	.500"	Force Main bore under S. Cottonwood Rd	xx	xx
Eagle Butte, SD - Mini Waste Water Supply Project North Hwy 63 - Treated Water Pipeline Phase 1	Redpoint Contracting Pat Donahue 480-331-8828 patrick.donahue@redpointcontracting.com 39506 N Daisy Mountain Dr. Ste 122 Phoenix, AZ 85086	2026	Apr	May	150'	30"	.406" min	Water bore under Green Grass Road	xx	
Terry, MT - Terry - North, STPS 253-1(29)0	Prince, Inc. Mike Sharp 406-351-1110 msprince@rangeweb.net	2026	Aug 4	Aug 10	120'	30"	0.500"	Emergency bore on a MT DOT project	xx	xx
Beach, ND - Beach 2026 Main St and Central Ave Reconstruction	BEK Consulting Jacob Lantz O: 701-483-9235 C: 701-690-7639 jacobl@bekweb.com 3180 Hwy 22 N P.O. Box 1010 Dickinson, ND 58602	2026	Aug 19		241'	36"	.618"	Storm Sewer bore		
Manville, WY - Manville Sewer Phase 2	Wyodak Energy Services LLC Robert McCorkle O: 307-684-7376 C: 307-683-7824 rmccorkle@wyodakenergy.com P.O. Box 867 Buffalo, WY 82834	2026			70'	20"	.4387"	Sewer bore		

MC

MIKE COLEMAN

mcolemanconstruction@gmail.com / H: 1-406-683-3489 / C: 1-406-925-1790
 P.O. Box 1188, Dillon, MT 59725

SUMMARY

Over 50 years of experience in installing water & sewer lines, excavation, bridge building & repair, fish bridges, culvert installation, road building, multi plates and more.

SKILLS & HEAVY EQUIPMENT PROFICIENCIES

- Bridges
- Equipment repair and maintenance
- Mechanical
- Welding
- Large and small excavators (308 to 650 Hitachi)
- Dozers (D3 to D9)
- Scrapers (627-637)
- Case and CAT rubber tire backhoes
- Lattice boom crane up to 90 ton
- Concrete pumps
- Transport dump trucks
- Log loaders
- Belly dumps
- Side dumps
- Boring machine
- Welders

EXPERIENCE

Owner/Operator | Mike Coleman Construction, Inc -

12/1992 - Current

- Experience in all aspects of horizontal boring of short and long bores, including multiple bores underneath highways and railroads and in various soil conditions including saturated soils.
- Prior experience with installing water lines, excavation, bridge building/repair, etc.
- Cleaning canals.
- Digging bore pits/receiving pits.
- 24" gravity sewer line 27' deep encountering ground water.
- Dug/poured basements.
- Put in septic tanks/drain fields, including infiltrator chambers and dose field and tanks, etc.

Franchise Owner | Great Harvest Connecticut -

12/1987 - 12/1992

- Made whole wheat bread product.

Mechanic | Caterpillar, Inc Connecticut

12/1985 - 12/1987

- Heavy equipment repair and maintenance.

Contractor | Coleman Construction (Father owned business)

12/1974 - 12/1984

- Experience in running excavation equipment, boring machines, welding, concrete work; all kinds of mechanical experience.
- Put in pre-stressed concrete bridges with poured decks.
- Numerous projects installing septic and drain fields with perforated 4" drain pipe, etc.
- Multiple bridges on USFS.
- Built bridges, dug footings, set Teetops on BLM in Idaho.
- Numerous multi plates.
- Multiple fish bridges with arches/abutments.
- Built 30-60 miles of USFS road per year, which included multiple culvert installations.
- Numerous jobs on National Forests in Montana and Idaho.
- Water and sewer projects.

CERTIFICATIONS

- CDL Class A
- 40 Hour Hazardous Waste & Operations
- Trench Safety
- Excavations for Construction
- Rigging Safety
- Confined Space Entry for Construction Activities
- Welding

MIKE COLEMAN CONSTRUCTION, INC.

PROPOSED SUBCONTRACTORS

ASPHALT:

Wharton Construction

3962 Pa Hollow Trail

Billings, MT 59106

P: 406-254-9571

F: 406-254-9572

E: WhartonAsphalt@netzero.net

W: WhartonAsphalt.com

Livingston Bennett Street Water Loop Extension - Reference Check
8/25/2026

1.

Project: Sun Mountain Lumber (2023)

Contact: Gaston Engineering, Brent Miller

Summary:

Very similar project a couple of years ago in Livingston. It was a new crew and the superintendent had a lot of experience, but the crew was a little green. They were conscientious of the work and finished the project. Jack and bore went great but they had to reinstall some of the water main due to a green crew doing the work but they ultimately finished the project.

2.

Project: Ekalaka Water System Improvements (2024)

Engineer: Great West Engineering, Chad Hanson

Summary:

Chad stated that the project was completed on schedule with no change orders. While there were minor challenges, he said that based on the Livingston project scope, he is confident Mike and his crew can successfully complete the work.

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2026, by and between **THE CITY OF LIVINGSTON, MONTANA**, a municipal corporation and political subdivision of the state of Montana with its principal office located at 220 East Park Street, Livingston, MT 59047 (hereinafter referred to as the “City”), and **Mike Coleman Construction**, an incorporated company with its principal place of business located at P.O. Box 1188, Dillon, MT 59725 (hereinafter referred to as the “Contractor”; and together with the City, the “Parties”).

RECITALS:

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

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

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

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

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

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

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

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

7. ADDITIONAL CONTRACTOR RESPONSIBILITIES. The Contractor shall:

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

8. CITY'S RESPONSIBILITIES. The City shall:

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

9. PAYMENT.

- a. Subject to additions or deductions by change order, the Contractor shall perform his obligations under this agreement for the contract price **Six Hundred Fifty-one Thousand Five Hundred Forty-Two Dollars and 93/100 (\$651,542.93)**. Pay estimates submitted by Contractor must first be approved by the City or its designee prior to payment. All bills shall be submitted fourteen (14) days before the regularly scheduled meeting of the City Commission to the Public Works Director at 330 Bennett Street, Livingston, Montana.
- b. In connection with obtaining payment under this Agreement, Contractor agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure,

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

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

10. TERMINATION.

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

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

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

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

14. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
15. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
16. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Services and supersedes all prior agreements and understandings between the Parties with respect to the Services.
17. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement per the Contract Documents. Contractor shall complete the work per their schedule date of 11/25/26.
18. CAPTIONS, HEADINGS, AND TITLES. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
19. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
20. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual

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

21. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
22. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.
23. LIAISON. The designated liaison with the City is Shannon Holmes or Adam Ballew, both of whom can be reached at (406) 222-5667. The Contractor's liaison is Mike Coleman, who can be reached at (406) 925-1790.
24. GOVERNING LAW. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.
25. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

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

City of Livingston

Contractor_____

City Manager

Name: _____

Date

Its: _____

Date

[Exhibit A]

[Project Manual, Certificates of WC and UE Insurance or Exemptions]

Exhibit B
[Certificates of Insurance]

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

This Agreement is by and between City of Livingston ("Owner") and Mike Coleman Construction ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: New water main loop extension and associated improvements and work for the City of Livingston.

ARTICLE 2—THE PROJECT

- 2.01 Work to be performed under this contract includes the construction of water mains (new), jack and bore under railroad, fittings, valves, bedding material, backfill, dewatering (if necessary), compaction, testing, asphalt removal and replacement, and all other work related to construction of a complete and operable water system. All work shall be done in strict accordance with the requirements of the contract documents.

ARTICLE 3—ENGINEER

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

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.03 *Contract Times: Days*

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

Base Bid	100 consecutive calendar days
----------	-------------------------------

4.04 *Liquidated Damages*

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

4.05 *Special Damages*

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

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form. Estimated quantities used for bidding purposes are not guaranteed, payment will be for actual quantities as determined by ENGINEER in accordance with Article 10.06 of the General Conditions. Unit prices have been computed as provided in paragraph 13.03 of the General Conditions.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

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

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

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

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

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

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

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

License No.: _____
(where applicable)

State: _____

File Attachments for Item:**E. AGREEMENT 20285 WITH TD&H FOR CONSTRUCTION ADMINISTRATION SERVICES**



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: September 1, 2026
TO: Chair Nootz and City Commissioners
FROM: Shannon Holmes, Public Works Director
RE: Staff Report for Construction Administration Services for Bennett Street Water Loop Extension Project

Recommendation and Summary

Staff is recommending the Commission Approve Professional Services Agreement 20285 with TD&H Engineering to provide Construction Administration Services for the Bennett Street Water Loop Extension Project by adopting the following motion:

"I move to approve Professional Services Agreement 20285 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 the design for the project.
- The project will install a water main under the railroad tracks on Bennett Street to loop the water distribution system on the northeast side of Livingston and will have full time inspection, surveying and material and soils testing for the project.

Introduction and History

This project was originally bid in March 2026 and ultimately needed to be redesigned to meet BNSF's approval. The Bennett Street Water Loop Extension Project includes the installation of a water main, jack and bore encasement pipe and asphalt paving.

Analysis

The scope of work for engineering and construction administration services include:

- Weekly meetings
- Shop drawing review
- Preconstruction meeting



- Construction staking
- Construction inspection and material and soils testing
- Project administration
- Project closeout and record drawings

Fiscal Impact

This work and project are included in the FY 25 budget. The Professional Services Agreement of \$51,070 with a contingency of \$2,550 represents less than nine percent of the construction cost for the project which is less than the industry standard. The Agreement provides a five percent contingency to cover any extension of the contractor's contract days based on the BNSF and DEQ requirements and any unforeseen issues. This Agreement stipulates a time and material basis of billing and TD&H has been under the Agreement amount in previous projects.

Strategic Alignment

This has been a priority recommendation in the Water Master Plan since 2018 and more recently in the Regional Water Preliminary Engineering Report.

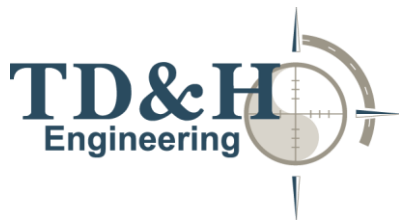
Goal 9.1 Develop infrastructure to enhance community services and improve public safety for Livingston residents.

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

August 25, 2026

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

**RE: PROPOSAL FOR CONSTRUCTION ADMINISTRATION FOR
BENNETT STREET WATER LOOP EXTENSION**

Dear Shannon,

Thank you for the opportunity to provide this proposal for construction administration engineering services for the Bennett Street Water project.

SCOPE OF WORK - ENGINEERING

Our construction services scope includes the following:

- Coordinating with BNSF, Wilson Group, and DEQ.
- Reviewing shop drawings.
- Organizing and conducting the preconstruction conference.
- Providing construction staking.
- Performing construction inspection and testing.
- Managing project administration.
- Managing WET as the environmental subconsultant for sampling and DEQ requirements.
- Overseeing project closeout procedures and preparing record drawings.

Our proposed services include construction inspection and testing, project management, funding requirement coordination, and support throughout construction. We will also prepare and submit record drawings to the Montana Department of Environmental Quality (MDEQ) and provide the certification of compliance and acceptance package for the View Vista Improvements Project.

SCHEDULE AND FEE

Estimated fees for the services described above are summarized below:

1. Construction Staking (TD&H)	\$2,500
2. Construction Inspection and Administration (TD&H)	\$35,000
3. Environmental Sampling and Agency Coordination.....	\$12,570
4. Record Drawings (TD&H).....	\$1,000
Subtotal	\$51,070
5% Contingency	\$2,550

TOTAL CONSTRUCTION ADMINISTRATION FEE \$53,620

On prior projects, our construction administration (CA) fee has typically been based on the contract duration. This approach has been an efficient and reliable way to estimate general construction oversight needs, and we believe it remains appropriate for this project. Although the contract period is 100 calendar days, discussions with contractors indicate construction may be completed in a significantly shorter timeframe, which has been reflected in our estimated fee. We have also included several site visits by our senior construction manager/P.E., Mike Kirkpatrick, to support communication with the contractor and assist with construction-related challenges.

We generally target an initial CA fee of approximately 10% of the lowest bid amount. The proposed fee for this project, including contingency, is approximately 8% of the construction cost.

Consistent with prior years, we will not invoice the City for any unused portion of the total estimated CA fee. We understand that agency coordination and CECRA requirements have resulted in unusual and significant project costs. TD&H will work efficiently during construction to help minimize additional costs. If the required effort exceeds the estimate, we will complete the project in accordance with the approved schedule and budget, as authorized by the City.

Thank you again for the opportunity to provide this proposal. We appreciate your continued confidence in our firm and look forward to supporting the City of Livingston on this project. Please contact me at your convenience if you have questions or would like to discuss the proposed scope of services.

Sincerely,



Matt McGee, PE
Project Manager
TD&H ENGINEERING

Attachment: WET Sampling and NLCI Preparation Proposal

I:\2024\BOZ\B24-064 Livingston Bennett St Lp\03_PROJ MGMT\CONTRACTS\CA\LIVINGSTON
BENNETT STREET WATER LOOP EXTENSION CONSTRUCTION ADMINISTRATION PROPOSAL.DOC





To: Matt McGee, TD&H Engineering

From: Raye Surratt, WET

Date: August 25, 2026

Re: Bennett Street Water Loop Project Sampling and NLCI Preparation Proposal

Water and Environmental Technologies (WET) is providing this proposal to conduct stockpile sampling and prepare a no longer contained in request for soil excavated as part of the Bennett Street Water Loop project. This proposal assumes that collection of four soil samples will be required and that the analytical data support a potential no longer contained in determination by DEQ. Soil samples will be collected at the frequency outlined in WET's August 5, 2026 Proposed Bennett Street Water Loop Soil Handling Procedures (1 sample per 150 bank cubic yards).

Scope of Work

The scope of work includes project management, stockpile sampling, laboratory analysis, and preparation of a no longer contained in request for DEQ review. Project management activities include attending a pre-construction meeting, communicating sampling requirements with sampler, laboratory and landfill coordination, and client communication.

Schedule

WET staff will collect stockpile samples within one week of the completion of excavation activities. Upon receipt of laboratory analytical results, WET will review the data to determine whether additional analysis is needed. Potential additional analysis would include toxicity characteristic leaching procedure (TCLP) for any concentrations that are more than 20x the toxicity characteristic screening level.

WET staff will prepare a no longer contained in request within two weeks of the receipt of the final laboratory analytical results.

Cost

The estimated cost for completion of the scope of work outlined above is \$11,426. A detailed cost estimate is attached.



Project Cost Estimate
August 25, 2026

Bennett Street Water Loop
Environmental Support

TASK DESCRIPTION	PRICE	UNITS	QTY	PRICE
Task 1. Project Management				
Senior Engineer	\$186.00	HOUR	5	\$930.00
		Task Subtotal:		\$930.00
Task 2. Stockpile Sampling				
Staff Engineer	\$143.00	HOUR	10	\$1,430.00
Mileage	\$1.00	MILE	250	\$250.00
		Task Subtotal:		\$1,680.00
Task 3. Laboratory Analysis				
VPH, EPH, SVOCs/PAHs, Metals (total), Reactivity	\$1,700.00	SAMPLE	4	\$6,800.00
		Task Subtotal:		\$6,800.00
Task 4. No Longer Contained in Request				
Senior Engineer	\$186.00	HOUR	4	\$744.00
Project Engineer	\$159.00	HOUR	8	\$1,272.00
		Task Subtotal:		\$2,016.00
TOTAL COST :				\$11,426.00

Notes: Number of samples is estimated based on expected excavation size. Sampling will be conducted at a frequency of 1 sample per every 150 BCY of excavated soil. TCLP analysis is not included in this cost estimate.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2026, 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 Bennett Street Water Loop Extension Project (the “Project”), which Project requires certain Construction Administration services to be performed in connection therewith.
- B. The City has selected a contractor to perform the construction work for the Project, and the City now desires to engage Engineer to perform professional engineering services in the form of Construction Administration.
- C. 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 Construction Administration for the Project and is ready, willing and able to undertake and perform the same under the terms and conditions contained in this Agreement.

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

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. PURPOSE AND SCOPE OF SERVICES. City agrees to retain Engineer to perform all services and comply with all obligations specified or indicated in Exhibit A, which is attached hereto and incorporated herein as if fully set forth in this Paragraph 2, and as set forth and described in the Standard General Conditions of the General Services Agreement the City entered into, or will enter into, with the general contractor for the

Project (the services described in this Paragraph 2 shall be collectively referred to hereinafter as the “Services”).

3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Engineer agrees that all hiring will be on the basis of merit and qualifications and that the Engineer will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
4. NATURE OF RELATIONSHIP.
 - a. The Engineer states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Engineer shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Engineer has been and will continue to be free from the control or direction of the City in the performance of this Agreement.
 - b. Engineer shall not be considered an employee of the City for purposes of tax, retirement system, or social security, FICA withholding, or for any other purpose. Engineers are not subject to the terms and provisions of the City’s personnel policies and may not be considered a City employee for workers’ compensation or any other purpose.
 - c. The Engineer shall not be deemed, by virtue of this Agreement, nor the performance thereof, to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
 - d. The Engineer, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.
 - e. Engineer shall furnish all labor, materials, supplies and incidentals necessary to conduct and complete the Services.

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

knowledge, inspection and judgment, and not upon any representations or warranties made by the City, or its officers, employees, or agents.

6. PAYMENT.

- a. For the satisfactory completion of the Services, the City will pay the Engineer a sum not to exceed Fifty One Thousand and Seventy Dollars (\$51,070.00); provided, however, the Parties may agree to additional compensation in an amount not to exceed Two Thousand Five Hundred and Fifty Dollars (\$2,550.00) in the event presently unforeseen circumstances require Engineer to provide additional services or spend additional time on items not contemplated by this Agreement. Each specific service the Engineer provides under this Agreement, and the maximum amount the City will pay the Engineer for each, is set forth in Exhibit A.
- b. The Engineer may submit monthly requests for payment based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed.
- c. In connection with obtaining payment under this Agreement, Engineer agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Engineer assumes responsibility for the late filing of a claim.
- d. In the event the Engineer seeks payment or compensation for work, materials, or services not included in this Agreement, and the exhibits hereto, the Engineer must seek prior written authorization from the City before such expenditure is incurred. If the Engineer fails to obtain prior written authorization, the Engineer shall not be entitled to payment for the unauthorized work, materials or services.

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

payment to the Engineer for services rendered and expenses incurred prior to the termination. Upon termination, the Engineer will cease work and deliver to the City all data, design drawings, specifications, reports, estimates, summaries, and such other information and material accumulated by the Engineer in performing this Agreement whether completed or in progress.

8. OWNERSHIP AND PUBLICATION OF MATERIALS. All documents, design drawings, data, specifications, reports, estimates, and such other information and material accumulated or prepared as a result of this Agreement are the property of the City, and the City shall have exclusive and unrestricted authority to release, publish, or otherwise use, in whole or in part, information relating thereto. Any use without written verification or adaptation by the Engineer for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Engineer.
9. INDEMNIFICATION AND HOLD HARMLESS. The Engineer waives any and all claims and recourse against the City, its officers, agents or employees, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the Engineer's performance of this Agreement, except for liability arising out of concurrent or sole negligence of the City or its officers, agents or employees. Further, the Engineer will indemnify, hold harmless, and defend the City, its officers, employees and agents against any and all claims, demands, damages, costs, expenses or liability arising out of the Engineer's performance of this Agreement, except for liability arising out of the concurrent or sole negligence of the City or its officers, agents or employees.
10. INSURANCE. The Engineer will carry a general liability insurance and professional errors and omissions insurance during the term of this Agreement in an amount of not less than One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) per occurrence, and Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) per claim. Copies of certificates of insurance, suitable to the City, shall be filed with the City and are attached hereto and incorporated herein as Exhibit C. The engineer shall make the City an additional, named insured on its policy for this project, and will provide proof thereof prior to providing services under this agreement. Engineer shall also maintain workers' compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.
11. CONFLICT OF INTEREST. The Engineer covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any

manner or degree with the performance of the Services. The Engineer further covenants that, in performing this Agreement, it will employ no person who has any such interest.

12. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
13. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
14. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
15. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Project and supersedes all prior agreements and understandings between the Parties with respect to the Project.
16. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
17. TIME IS OF THE ESSENCE. Time is of the essence in performance of this Agreement. The Contract Time for the construction schedule is 100 calendar days.

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

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

CITY OF LIVINGSTON

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

Grant Gager

Name: _____
Its: _____

[Exhibit A]

[Scope of Services]

[Exhibit B]

[Work Comp Insurance]

[Exhibit C]

[Other Certificates of Insurance]

File Attachments for Item:

**A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA,
DECLARING SEPTEMBER 8, 2026 AS 988 DAY IN LIVINGSTON, MONTANA**



Proclamation

Of the Livingston City Commission

Declaring September 8, 2026, as 988 Day
in Livingston, Montana

WHEREAS, September is National Suicide Prevention and Awareness Month, providing an opportunity to increase awareness of mental health, suicide prevention, and the importance of seeking support when it is needed; and

WHEREAS, the 988 Suicide & Crisis Lifeline provides a simple, easy-to-remember number for individuals to call, text, or chat when they or someone they care about is experiencing a mental health, substance use, or suicide crisis, helping connect people with support and resources; and

WHEREAS, the City of Livingston recognizes that strong communities are built by looking out for one another, reducing stigma surrounding mental health, and encouraging people of all ages to understand that asking for help is a skill and a sign of strength; and

WHEREAS, the City of Livingston's BRIDGE Team, which Brings Resources to Individuals Through Dignity, Grace and Empathy, began operation in October 2025 and today includes five team members who work to connect individuals in our community with appropriate resources, services, and support with dignity and compassion; and

WHEREAS, on September 8, 2026, Rural Resilience is encouraging schools, organizations, and community members to recognize "9/8 for 988" through a shared moment of movement and awareness, reinforcing the message that no one is alone, help is available, and reaching out for support should be encouraged throughout our community., safe development; and

NOW, THEREFORE, BE IT RESOLVED, on behalf of the Livingston City Commission, I, Melissa Nootz, Chair, do hereby proclaim September 8, 2026, to be 988 Day in Livingston, Montana.

Further, I encourage our community to learn about the 988 Suicide & Crisis Lifeline, support efforts that promote mental and emotional well-being, and help ensure that our friends, families, neighbors, and community members know that support is available when they need it.

Signed this___ day of September, 2026

Melissa Nootz, Chair
Livingston City Commission

Emily Hutchinson
City Clerk

Livingston, Montana

File Attachments for Item:**A. INTRODUCTION TO 5-YEAR GROWTH POLICY REVIEW**



LivingstonMontana.org | PublicComment@LivingstonMontana.org |
406.823.6000

DATE: September 1, 2026
TO: Chair Nootz and City Commissioners
FROM: Jennifer Severson, Planning Director
RE: **Staff Report For Background Data and Analysis of Existing Growth Policy and Planning Documents**

Introduction and History

The City of Livingston has updated its Growth Policy regularly over the last 22 years, since 2004. The current Growth Policy, adopted in 2021, is scheduled to be reviewed and, if necessary, updated, as is required under MCA §76-1-601. As a precursor to the update, the City requested Interstate Engineering (currently contracted to provide professional support services to the City's Planning Department) to analyze the 2021 Growth Policy, other city-wide planning documents, and existing conditions and infrastructure to identify potential growth scenarios that can be used to inform community discussion during the Growth Policy Update process.

Analysis

The project involved the analysis of baseline data and background conditions to identify potential growth scenarios and development constraints. The project team, directed by City Staff, evaluated the implementation progress of the 2021 Growth Policy and associated planning documents, including the 2022 Trails and Active Transportation Plan, 2022 Park County Housing Action Plan, 2024 Downtown Master Plan, and 2025 Parks System Master Plan. The review identified opportunities to integrate key actions from these existing plans into the upcoming Growth Policy update.

The analysis also examined current land uses, demographic shifts, and evolving development patterns since the Growth Policy was adopted in 2021, and balanced these factors against existing and planned City infrastructure. Based on these potential conflict points and constraints, the team generated growth scenarios for three specific areas anticipated to face future development



pressure. These materials will serve as foundational resources to guide engagement and community discussion during the broader public Growth Policy update process.

With the Commission's guidance, the City expects to issue a Request for Qualifications (RFQ) next month to select a consultant to lead the Growth Policy Update. Once under contract, the consultant is expected to complete the update—including public engagement, staff and public review, and final adoption—within 12 months.

Fiscal Impact

The data review and analysis by Interstate Engineering was paid for with funds allocated to the Planning Department in the FY 2025-26 budget. Funding for the broader public process for the Growth Policy update is included in the FY 2026-27 budget.

Strategic Alignment

Pursuant to MCA §76-1-601, the City is mandated to evaluate its Growth Policy every five years. The finalized background analysis and growth scenarios will serve to inform and establish the necessary extent of the policy updates.

Attachments

- A. Background Data Analysis and Growth Scenarios for the Growth Policy Update, August 2026

Livingston Growth Policy Data Update

To: Jennifer Severson, Livingston Planning Director

Subject: Livingston Growth Policy – 1st Phase

Date: August 27, 2026

Attachments:

[Exhibit A: 2026 Livingston Growth Policy Data Update Table](#)

[Exhibit B: Livingston Data - MT Dept of Commerce and U.S. Census Bureau](#)

INTRODUCTION

Livingston is the county seat of and largest community in Park County. Situated in the Yellowstone River Valley, just 30 minutes from Bozeman, Livingston City is bordered by the Absaroka Mountains and the Yellowstone River. Interstate 90 intersects Livingston running east and west, while Park Street, or US Highway 89 South, parallels the Yellowstone River and runs through the heart of town toward Yellowstone National Park.

Livingston's proximity to world-class outdoor recreation, a vibrant and historic Main Street, and one of the nation's most visited national parks creates a distinct combination of lifestyle, economic, and environmental assets that few Montana communities can match. At the same time, Livingston's position as the nearest city to rapidly growing Bozeman and its own population changes has introduced new pressures. These pressures include rising housing costs, shifting demographics, and changing commuter habits that can broaden the community's character and trajectory.

This memo examines how Livingston has changed since the 2021 Growth Policy, with a focus on demographic trends, housing, and economic development. It will also discuss what those changes could indicate for the future of Livingston, and what the City should consider as it begins its next Growth Policy update.

LIVINGSTON TODAY

Demographic Context

Age and Population

Since the 2021 Growth Policy, the median age in Livingston has increased by five years – from 38.8 to 43.8. Additionally, Livingston’s population has increased 13% - from 7,801 to 9,021 residents. Park County and Bozeman, MT populations have each increased about 8% over the same time.

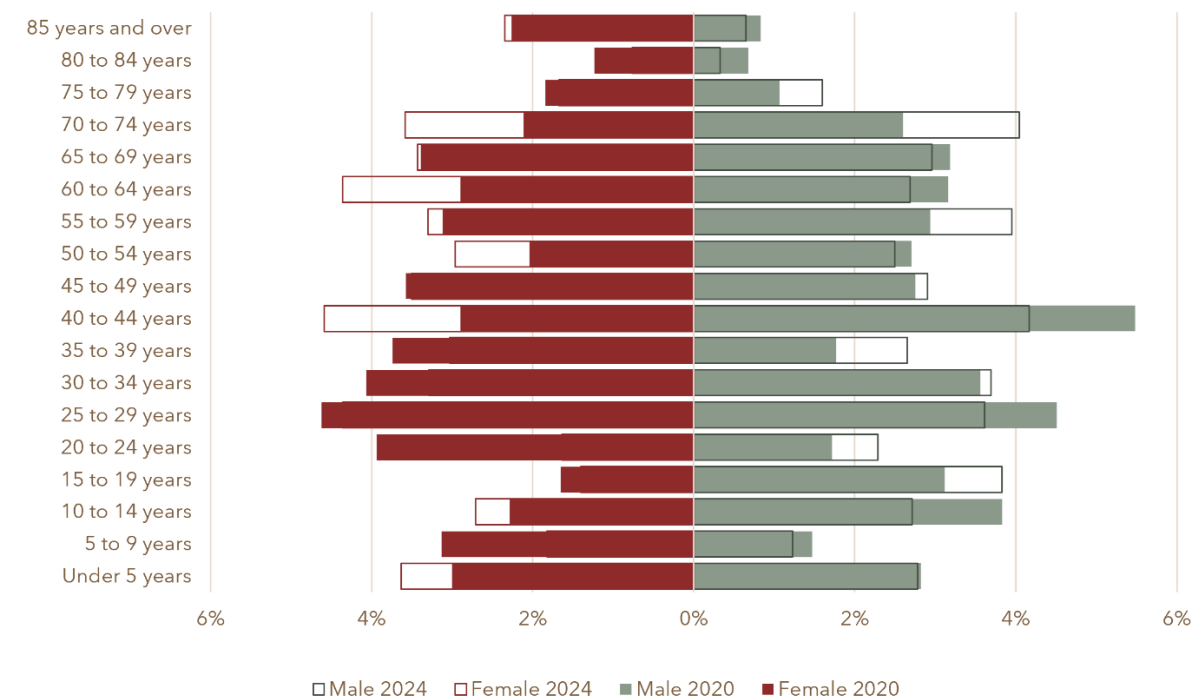


Figure 1: Livingston Population Pyramid, U.S. Census Bureau ACS 5-Year Estimate 2020 and 2024.

Figure 1 shows how Livingston’s population has changed since the 2021 Growth Policy. Livingston seems to be attracting many working adults and seniors. Beginning in the 40-year-old cohort, nearly every age group through 80-years-old and older is larger today than it was in 2021. This would be a significant four-year increase for any population to undergo through births and aging alone, which strongly suggests Livingston’s population change is being driven by migration rather than natural population change.

These trends will have implications on the services Livingston will need to provide for residents. Middle-career households may be working remotely from Livingston, which could require improved infrastructure and change commuter habits (see “Commuting to Work” on page 8). They might be relocating with their families,

which could explain the growing cohort of children under the age of 5. This will impact Livingston’s needs for daycare centers, parks and recreation amenities, and housing types.

Substantial growth in the pre-retirement and retirement population suggests that Livingston is becoming a destination for retirement. The City should consider the services seniors need, such as public transportation, access to medical facilities, and homes that are affordable for people on fixed incomes, as it embarks on its Growth Policy update.

Households

The number of households has increased from 3,621 in 2021 to 4,276, but the number of family and non-family households has remained about the same. Only about 24% of households have one or more children under the age of 18. This trend could change as more middle-career households move to Livingston as referenced in the “Age and Population” section.

Housing Context

Median Housing Prices

Over the past five years, housing prices have gone through dramatic changes. The median home value recorded by the U.S. Census Bureau reflects the property owner’s estimate of how much their property would sell for if it were for sale, while local real estate data shows actual median home sale price.

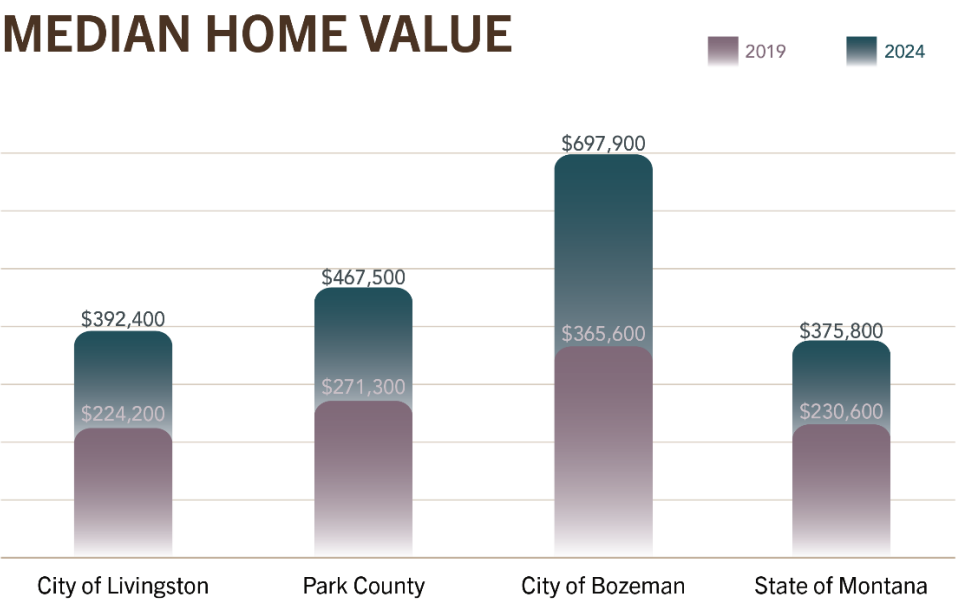


Figure 2: Median Home Value from 2019-2024. Source: U.S. Census Bureau, 2024 ACS 5-Year Estimate.

According to the American Community Survey (ACS) 5-year data profile, median home values in Livingston have increased from \$224,200 to \$392,400, which is a 75% increase. Median home values in Bozeman have increased 91% over the same time. While both communities have experienced incredible increases in home values, this is an extraordinary gap for such close geographic neighbors.

While this data may be a more honest reflection of what properties are worth, it does not reflect the realities of the current housing market. According to local real estate data, the median sales price of a home in Livingston is \$581,250. This is approximately \$30,000 more than the median listing price of \$551,000, reflecting a competitive real estate market, and one that is out of reach for most households. Livingston residents earning the median household income of \$65,861 per year can only truly afford a home worth approximately \$238,000 without spending more than 30% of their income on the costs of homeownership.¹

Similarly, the American Community Survey (ACS) 5-year data profile shows median rent prices have increased 29% since the last growth policy, while local real estate data shows median rent is likely as high as \$1,600 per month.

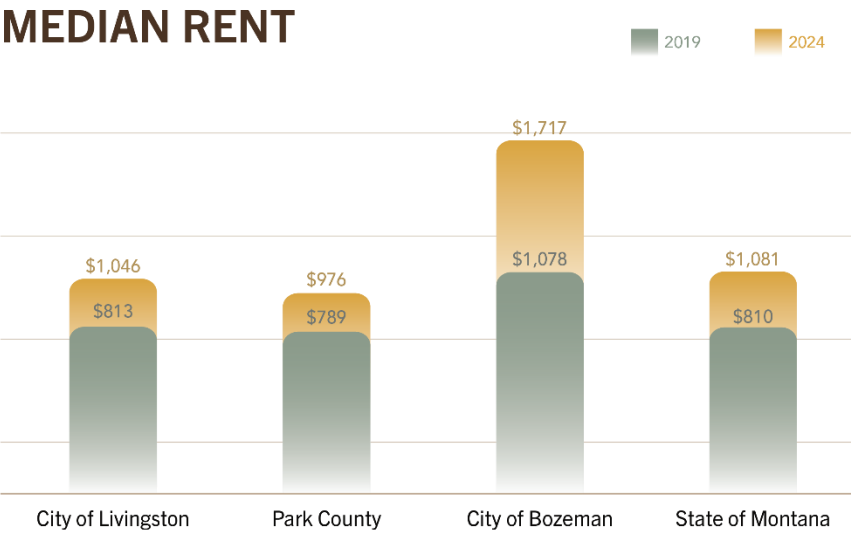


Figure 3: Median Rent from 2019-2024. Source: U.S. Census Bureau, 2024 ACS 5-Year Estimate.

Even if the actual cost of housing is more expensive than the data provided by the ACS, Livingston remains more affordable than neighboring Bozeman. The population growth and demographic shift suggests that as Bozeman becomes increasingly unaffordable, families and workers may be relocating to Livingston for a better

¹ Sources: Realtor.com, Fannie Mae, American Community Survey (ACS) 5-year data profile. Mortgage calculator from Fannie Mae assumed a 20% down payment, 30-year fixed rate mortgage, and an interest rate of 6.434%, the average rate for Livingston based on the Realtor.com housing market overview for the area. A house is considered affordable to the household if housing costs do not exceed 30% of the householders' gross income.

quality of life. While more affordable for some, the overall increase in the cost of living from these changes has likely created significant burdens for long-term residents.

Housing Stock

While the population has increased by 13% over the last five years, the number of homes in Livingston has only increased 9%, and the composition of Livingston’s housing stock has largely remained the same. As shown in Figure 4, the share of all housing types has increased slightly, except for 2-9 unit, “infill”, homes.

These smaller infill homes are an important component of any community’s housig stock. The buildings that contain between two and ten units, such as duplexes, downhomes, and cottage courts, offer both young professionals and retirees with an affordable place to live. These are the same populations that Livingston is likely to see more of over the next 20 years as the community ages and early career professionals take advantage of remote work to leave more expensive markets.

While these shifts in Livingston’s housing stock are not dramatic, they could reflect a gradual trend toward larger-scale development over smaller infill projects. Livingston likely needs a large supply of all housing types to support the needs of current and future residents.

HOUSING TYPES IN 2026

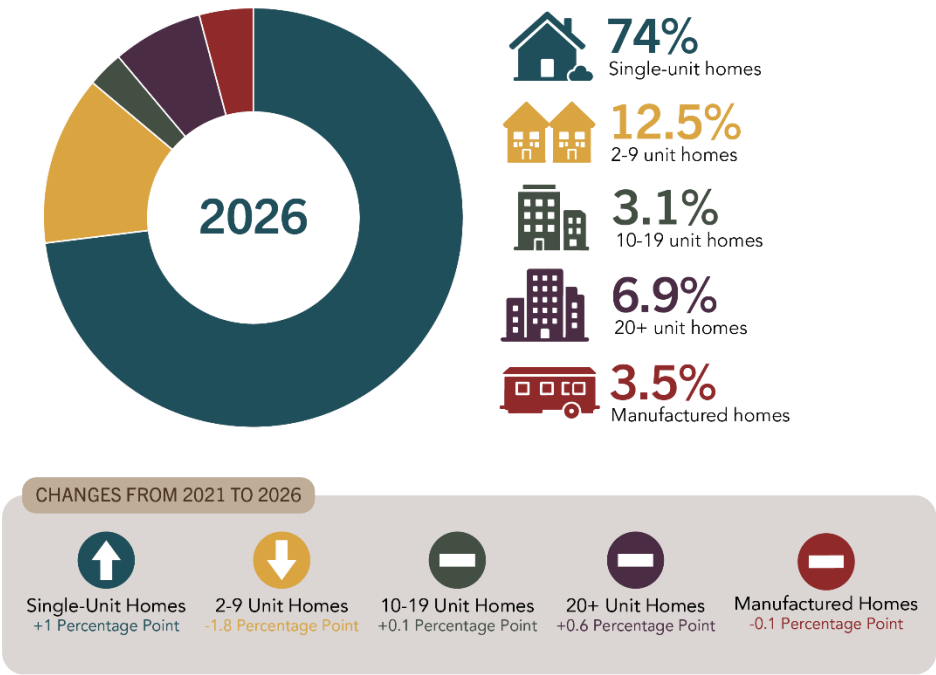


Figure 4: Housing Stock Changes from 2021-2026. Source: U.S. Census Bureau, 2024 ACS 5-Year Estimate.

Housing Tenure

While median rent, home prices, and values have all increased, so have the number of renters in Livingston. Figure 5 shows that although there are still more homeowners than renters, the share of renting households has increased 5% since 2021. The high cost of housing is likely pushing households to rent instead of buy.

HOUSING TENURE



Figure 5: Housing Tenure from 2021-2026. Source: U.S. Census Bureau, 2024 ACS 5-Year Estimate.

Economic Context

Household Income and Industry Share

The median household income for Livingston has increased from \$44,660 in 2021 to \$65,861, which reflects a roughly 47% increase over five years. This shift is likely primarily caused by migration, but industry changes may be a contributing factor. As stated in the “Age and Population” section, data indicates Livingston’s population growth can largely be attributed to people moving to the community. With remote work becoming more common, new residents may be bringing higher-paying industries to Livingston and driving up the median income.

The 2021 Growth Policy indicates that Livingston’s economy was more heavily dominated by the “service” industry than it is today. It is unclear what is included in the “service” industry category, but 2021 ACS data from the U.S. Census Bureau reveals the largest industries have stayed the same over the last five years. However, the share of each industry has shifted. Notably, the construction industry is now the third largest in Livingston. The Montana Department of Labor and Industry reports construction jobs in Park County generally pay more than manufacturing jobs.

These slight shifts to higher-wage industries could be contributing to Livingston’s increase in median household income, but the leap is more likely a symptom of new residents keeping their higher-wage jobs in other markets while working remotely from Livingston. More information on this trend and commuter habits can be found in the next section.

Industry Rank	2021 Growth Policy	2021 ACS, 5-Year Estimate	2024 ACS, 5-Year Estimate
1	Service industry: 40%	Educational services, and health care and social assistance: 18.8%	Professional, scientific, and management, and admin and waste: 17.8%
2	Retail: 26.9%	Professional, scientific, and management, and admin and waste: 16.8%	Educational services, and health care and social assistance: 17.4%
3	Financial institutions: 9.2%	Manufacturing: 13.5%	Construction: 13.4%
4	Manufacturing: 8.2%	Art, entertainment, and recreation, and accommodation and food services: 12.8%	Manufacturing: 11.6%
5	Government: 7.5%	Construction: 10.7%	Art, entertainment, and recreation, and accommodation and food services: 11.2%

Table 1: Industry Share in Livingston. Source: 2021 Growth Policy Document; U.S. Census Bureau, 2021 and 2024 ACS 5-Year Estimate.

Commuting to Work

Livingston’s residents are changing how they get to and from work. Commuters driving to work alone has increased by 2%, further cementing the vehicles as the dominant method of travel. This is unsurprising for a city like Livingston with limited transit infrastructure, but it has implications for the city’s road conditions, capacity, and parking demand as the population grows and ages.

The most notable shift is a 9% increase in workers who do not commute. These are likely people who work from home. This indicates a rise in remote work and may correlate with the increase in median income described in the last section. Carpooling has also dropped, and walking fell significantly from 10% to 3%. These trends could suggest that newer residents are settling in areas that are less walkable to employment centers, or that the jobs themselves are in locations that are less accessible on foot. Livingston will need to factor these commuter habits and lifestyle changes into future growth plans.

COMMUTE MODES 2021 vs 2026	Mode of Transportation	2021	2026	Change
	 Driving Alone	66%	68.4%	↑+2.4 pts
	 Carpooling	15%	10.7%	↓-4.3 pts
	 Walking	10%	3.2%	↓-6.8 pts
	 Biking	2%	1.9%	↓-0.1 pts
	 Public Transit	1%	1%	→0.0 pts
	 Rideshare	1%	0.7%	↓-0.3 pts
	 Not Commuting	5%	14.1%	↑+9.1 pts

Figure 6: Commute Modes from 2021-2026. Source: U.S. Census Bureau, 2024 ACS 5-Year Estimate.

LIVINGSTON TOMORROW

Livingston is a growing and breathing city. Over the past five years, it has experienced meaningful growth in its population, housing costs, and income. With the population projected to continue growing, the city has been undergoing deeper shifts in its housing tenure, occupancy patterns, and economic base. These changes do not occur in isolation; they reflect broader regional pressures that have made Livingston increasingly attractive to new residents and industries alike.

Thoughtful planning is essential to ensure that this growth strengthens rather than strains the community and the residents who have committed to making Livingston their home. The 2026 Growth Policy update is an opportunity for both residents and city leadership to understand these changes and decide how to respond. By preparing for what’s to come, Livingston can leverage these opportunities and retain its authenticity well into the future.

Livingston Goals and Objectives Update

To: Jennifer Severson, Livingston Planning Director

Subject: Livingston Growth Policy – 1st Phase

Date: August 27, 2026

Attachments:

[Exhibit C: 2026 Livingston Goals and Objectives](#)

INTRODUCTION

The City of Livingston plays a vital role in the region, being located between Bozeman and Yellowstone National Park while serving as an important hub for recreation, commerce, and community life. Given its significance within Park County and across Montana, Livingston has consistently placed a strong emphasis on thoughtful planning, ensuring that each update to its guiding documents builds upon previous efforts and advances a long-term vision for the community.

Since the adoption of the 2021 Growth Policy, several key plans have been completed and are now being implemented across the community. As part of the upcoming Growth Policy update, careful consideration has been given to the status of the goals and objectives established in these plans, as well as how their priorities should be carried into the City's future planning framework. These plans include the 2021 Livingston Growth Policy, the 2022 Livingston Trails and Active Transportation Plan, 2022 Park County Housing Action Plan, the 2024 Livingston Downtown Master Plan, and the 2025 Parks System Master Plan.

This memo examines the context of each planning document, evaluates progress toward achieving its goals and objectives, and identifies opportunities to incorporate key actions into the forthcoming Growth Policy update. Particular attention is given to recommendations addressing Livingston's most pressing challenges and opportunities, including housing, connectivity and mobility, and economic development.

2021 LIVINGSTON GROWTH POLICY

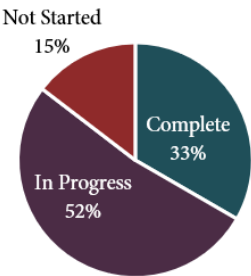
Context

Livingston's 2021 Growth Policy provided the City with a long-term planning framework through 2040. The policy focused on preserving Livingston's small-town character and its strong connection to outdoor recreation, including its proximity to Yellowstone National Park and the Yellowstone River. It also identifies several challenges, including rising housing, population growth, and aging and constrained infrastructure. In response to these issues, the plan identifies key community priorities, including protecting natural resources such as the Yellowstone River, while promoting infill development and the redevelopment of underutilized Brownfield sites.

Goals and Objectives Progress

The majority of the goals and objectives in the 2021 Growth Policy are either complete or in progress. Only 15% have not been started. These outstanding goals and objectives provide an opportunity for reevaluation during the Growth Policy update to determine their continued relevance in today’s Livingston. A list of all the objectives and their corresponding progress category is shown in Exhibit A.

2021 Growth Policy Implementation Progress



Next Steps

1. Objective 5.1.5: Create housing programs to retain employees, the elderly, and long-term residents.

Livingston’s population is getting older and projected to continue aging over the next several years. Many of the strategies within this objective are in progress, and because of this trend, the City should continue prioritizing them. In a similar vein, Objective 7.2.2: Support services that meet the needs of the aging population. These goals will ensure the city continues serving residents into their later years. The remaining goals and objectives identified in this section should be designed to drive meaningful community change by creating additional opportunities for affordable housing for Livingston’s workforce and long-term residents.

2. Objective 8.2.2: Develop additional grade-separated crossings to serve areas of new growth.

A limiting issue for Livingston is the need for another grade-separated crossing at the railroad that runs parallel to Park Street. This major constraint will only be more difficult to address as the city grows and the north side sees more development. More specifically, the City should consider reevaluating and amending the 2017 Northside Transportation Plan (Strategy 8.2.2.3) in relation to the updated Growth Policy so any needs are included in the plan.

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

Livingston’s economy has historically relied on service and hospitality industries. More recently, the economy has shifted to a higher share of professional industries. Livingston can support this diversification by supporting local businesses, opportunities for continuing education, and attracting investment into downtown. It will also be important for the City to develop the infrastructure needed to enhance connectivity within the city so new industries and businesses can thrive.

2022 PARK COUNTY HOUSING ACTION PLAN

Context

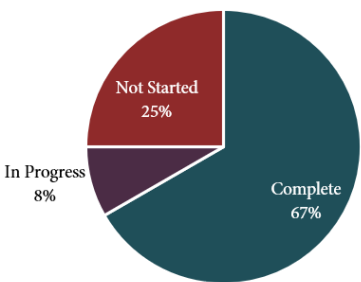
The Park County Housing Action Plan is a community-driven roadmap to create and preserve housing that is affordable for residents. The plan identifies several obstacles in the way of achieving this goal:

- 1. The private market is not producing housing that is accessible to most residents.
- 2. There is a shortage of smaller, more affordable homes for Livingston’s workforce.
- 3. Short-term rentals are more profitable than long-term rentals but are driving housing displacement by removing rentals from the market.
- 4. Wastewater infrastructure limits where housing can be built.
- 5.
- 6. There are more people moving to Livingston from other markets who can bid up housing prices beyond what residents can afford.

Goals and Objectives Progress

Recognizing these issues, the plan identifies 12 tools that can be used to address three topic areas: Create and Preserve Affordable Housing, Align Housing Supply with Market Conditions, and Help Households Access and Afford Housing. Of these 12 tools, Livingston has either implemented or started nine.

Housing Action Plan Implementation Progress



Next Steps

- 4. **Goal: Continue working with Park County to create shared short-term rental (STR) regulations.**

This goal is in progress, but more the City should prioritize conversations with the County to create comprehensive regulations for STRs. Licensing STRs rentals will allow owners to continue generating income and boosting the community’s tourism economy, while ensuring homes are safe and meet building standards. Livingston reports that there are currently 71 STRs registered with the County Sanitarian, but a search of STRs in Livingston yielded more than 500 results. This indicates that many people might be operating unregistered STRs. Creating shared regulations with the County will equip both jurisdictions with better data and enforcement tools and ensure Livingston can balance the adverse impacts with the benefits of STRs.

- 5. **Goal: Identify publicly owned, institutionally owned, or donated land that could be deed-restricted for future affordable housing use.**

Working with partners, such as a land trust or housing authority, can be a very effective way of keeping housing affordable in Livingston. The City can begin this process by mapping potential parcels, including existing developments that could be candidates for deed-restricted housing.

6. **Goal: Create a down payment assistance program for middle-income households.**

One of the biggest barriers to homeownership is the downpayment. The median sales price of a home in Livingston is now \$581,250. If a household would like to forego mortgage insurance, they would need to come up with \$116,250 for a 20% downpayment. There are many ways to fund a downpayment assistance program, including revolving loan funds or matching funds for households earning a certain AMI. The City should begin by identifying a source of funding and partner to help administer the program.

2022 LIVINGSTON TRAILS AND ACTIVE TRANSPORTATION PLAN

Context

Adopted in April 2022, the Livingston Trails and Active Transportation plan provides comprehensive guidelines for safe, multi-modal transportation connections. The plan also follows a Vision Zero framework, which focuses on preventing traffic accidents through thoughtful transportation system design, monitoring vehicle speeds, and providing safe and multi-modal transportation for all Livingston residents.

The plan emphasizes walking and biking connectivity, new trails, investing in a safe, year-round experience, overcoming major barriers, and enacting supportive policies and initiatives. Key priorities identified in the plan include providing youth with safe routes to school, filling gaps in existing infrastructure, prioritizing safety through speed management and traffic safety measures, improving access to community resources such as health services, downtown businesses, schools, and open spaces, enhancing physical and mental health by increasing access to nature, food, healthcare, and jobs, and promoting access in all realms by addressing needs such as proper clothing, education, route identification, and restroom availability.

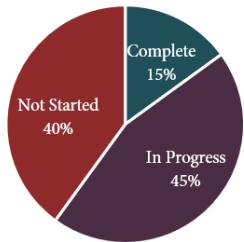
Goals and Objectives Progress

Based on the main issues identified above and a total of 125 goals, 15% of goals have been completed, 45% are in progress, and 40% have not been started.

Next Steps

7. **Goal: Update zoning and subdivision regulations to promote safer streets for all users and ensure**

Active Transportation Plan Implementation Progress



trails identified in the plan are dedicated when development occurs along planned routes.

This goal is in progress but has not been completed. Livingston updated its zoning code in December 2025, but trail dedication is not mentioned in the revision. Codifying dedication language will ensure future development protects public access to the city’s trails and open spaces by securing easements when land develops.

- 8. Goal: Explore and enact mechanisms for a ~~sidewalk fee in lieu program~~ and sidewalk utility fee to fund sidewalk gaps.

The City should explore a sidewalk utility to fund sidewalk improvements. Livingston should discuss possible fee structures with the community and follow a sidewalk plan to help prioritize construction.

2024 DOWNTOWN MASTER PLAN

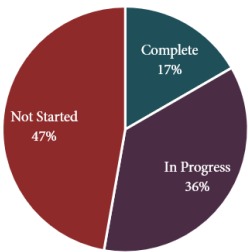
Context

The Downtown Master Plan identifies a vision and strategies for Livingston’s downtown. The plan area is defined by the city’s Urban Renewal District and the Central Business District. The plan implements strategies related to downtown that were identified in the 2021 Growth Policy, such as attracting investment in downtown, developing a parking strategy, improving wayfinding, and exploring mechanisms to strengthen the effectiveness of the Urban Renewal Agency.

Goals and Objectives Progress

Over half of the goals outlined in the Downtown Master Plan are either in progress or complete. Downtown Livingston will become an even more important amenity for residents and visitors as the community grows, and the objectives outlined in the plan will be vital for the long-term resiliency and sustainability of the city.

Downtown Master Plan Implementation Progress



Next Steps

Livingston should continue prioritizing the goals outlined in the Downtown Master plan as it works toward updating its Growth Policy. The most pressing goals are the ones dealing with housing availability and affordability, which overlap with the key themes from the city’s previous Growth Policy.

- 9. Goal: Engage with local developers and landowners to attract interest in developing housing in Downtown; promote the URA Residential Rehabilitation and Redevelopment program as a tool to incentivize development.

The Downtown Master Plan recognizes that additional housing downtown is critical in keeping Livingston resilient to economic shifts in the long-term, but found that three housing prototypes did not generate sufficient returns to indicate they are feasible as modeled. This analysis concluded that financial support is likely needed to attract significant new housing to downtown, especially for housing affordable to the City’s workforce. City staff should continue having conversations with developers and the URA to assess ways to develop or rehabilitate housing downtown.

10. Goal: Work with tenants, landlords, and property owners to encourage seasonal use agreements for retail spaces to maximize ground floor active uses and cultivate the desired mix of uses.

A key objective listed in the activation and amenitization section of the plan is to activate the ground floor of downtown buildings. A seasonal use agreement can be a flexible tool for both tenants and property owners that brings more people downtown. This in turn encourages commerce, supports small businesses, and grows the City’s tax base.

11. Initiative: Parking Management

Since the adoption of this plan, the City has made progress on several of its parking goals and should continue exploring programs to find an effective way to manage parking downtown. Parking management tools can and should be ever-evolving as demand and land uses change. By taking the next best step forward and building flexibility into management tools, the City can adapt to changing community needs into the future.

2025 LIVINGSTON PARKS SYSTEMS MASTER PLAN

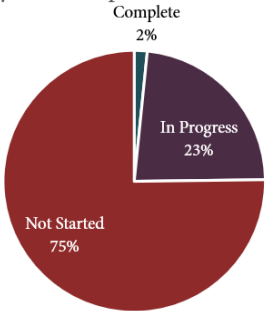
Context

The Livingston Parks Systems Master Plan was adopted in November 2025 and provides a comprehensive road map for the city’s park systems for the next 10 years. The plan prioritizes ADA compliance and inclusive design, expansion of the existing trail network, upgrades to existing facilities, capital improvements, and long-term financial sustainability. Key issues identified in the plan include aging infrastructure, limited maintenance capacity due to staffing shortages, accessibility deficiencies, trail connectivity gaps, growth pressures, funding limitations, and the need to balance preservation with future development.

Goals and Objectives Progress

Although this plan was adopted less than one year ago, an impressive 23% of the listed goals and objectives are in progress. Most of the goals that are now in progress are related to connectivity and accessibility.

Parks Systems Implementation Progress



Next Steps

12. Build and leverage partnerships.

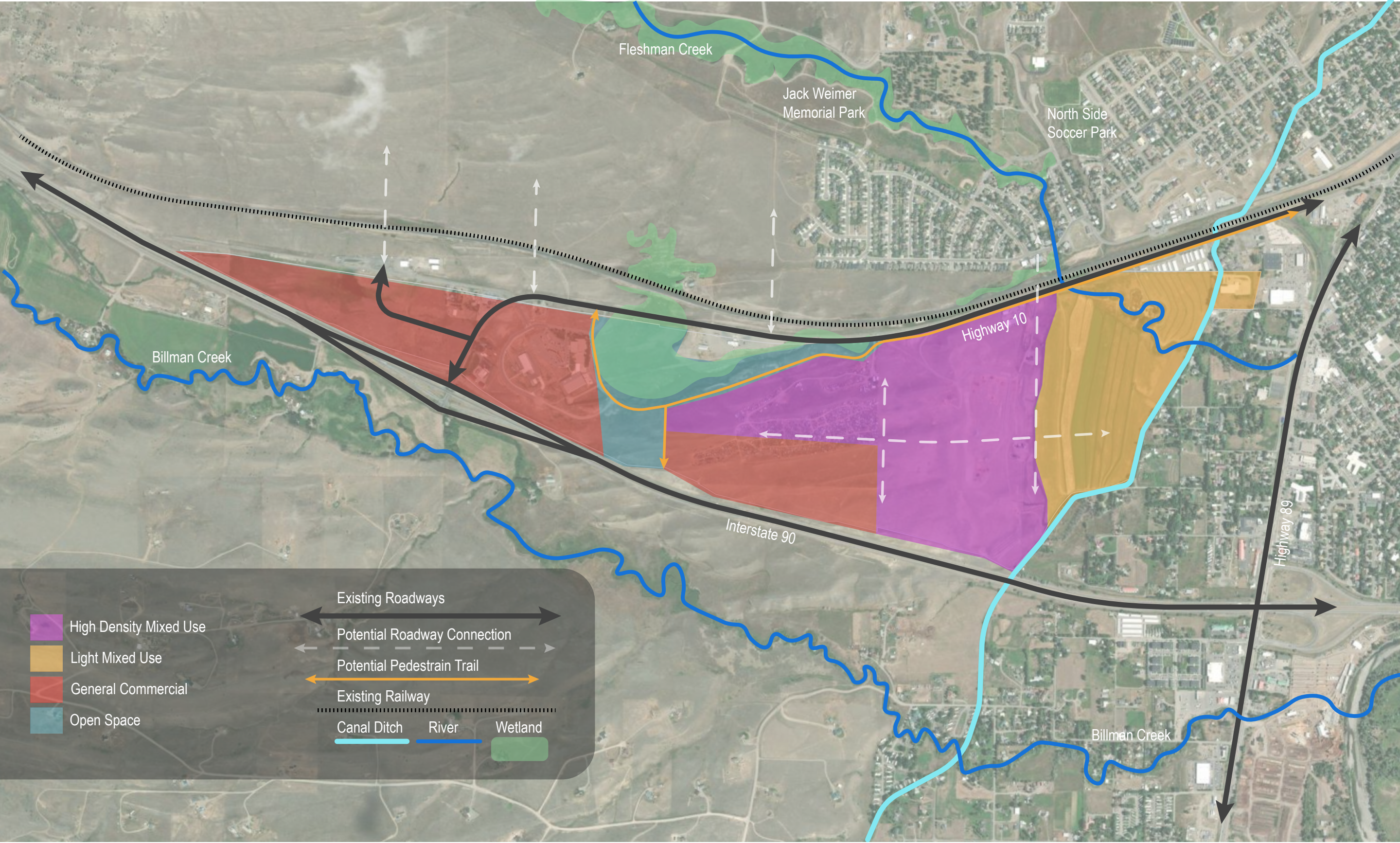
Leverage and seek new partnerships for the development of shared use parks with other community groups, including the School District.

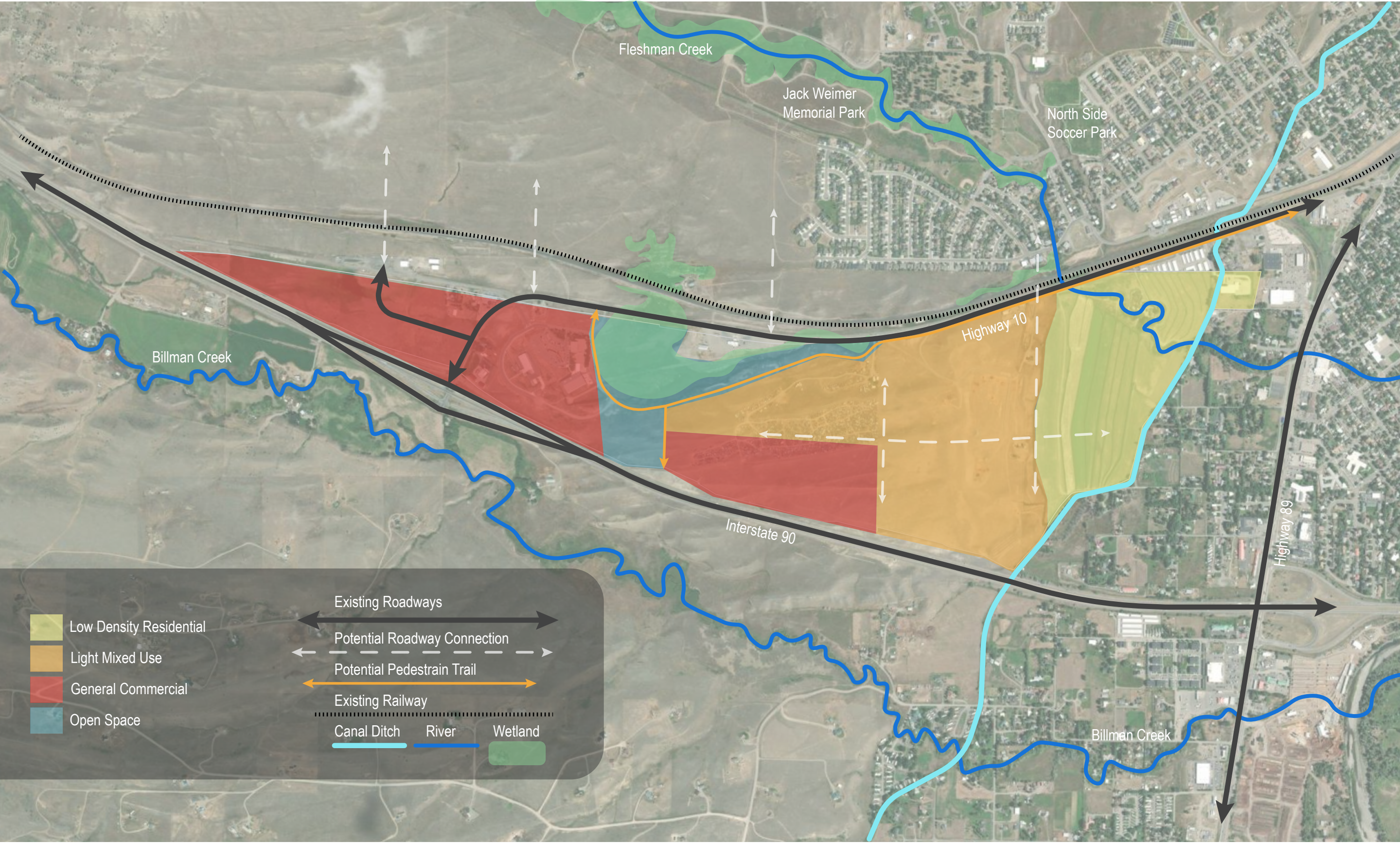
13. Seek funding opportunities.

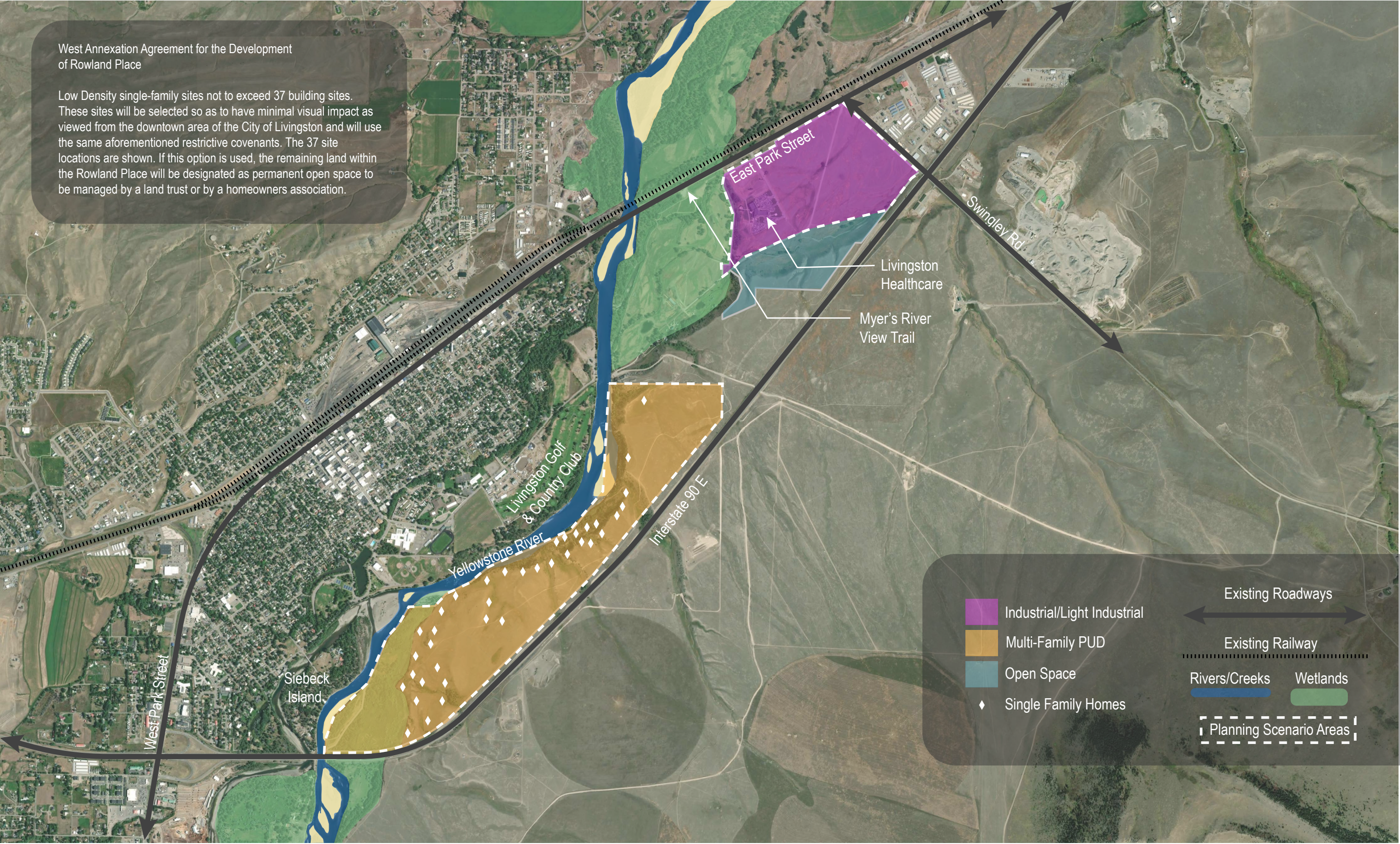
Utilize innovative funding approaches, such as the Urban Renewal District, to support projects in Sacajawea and Miles Park.

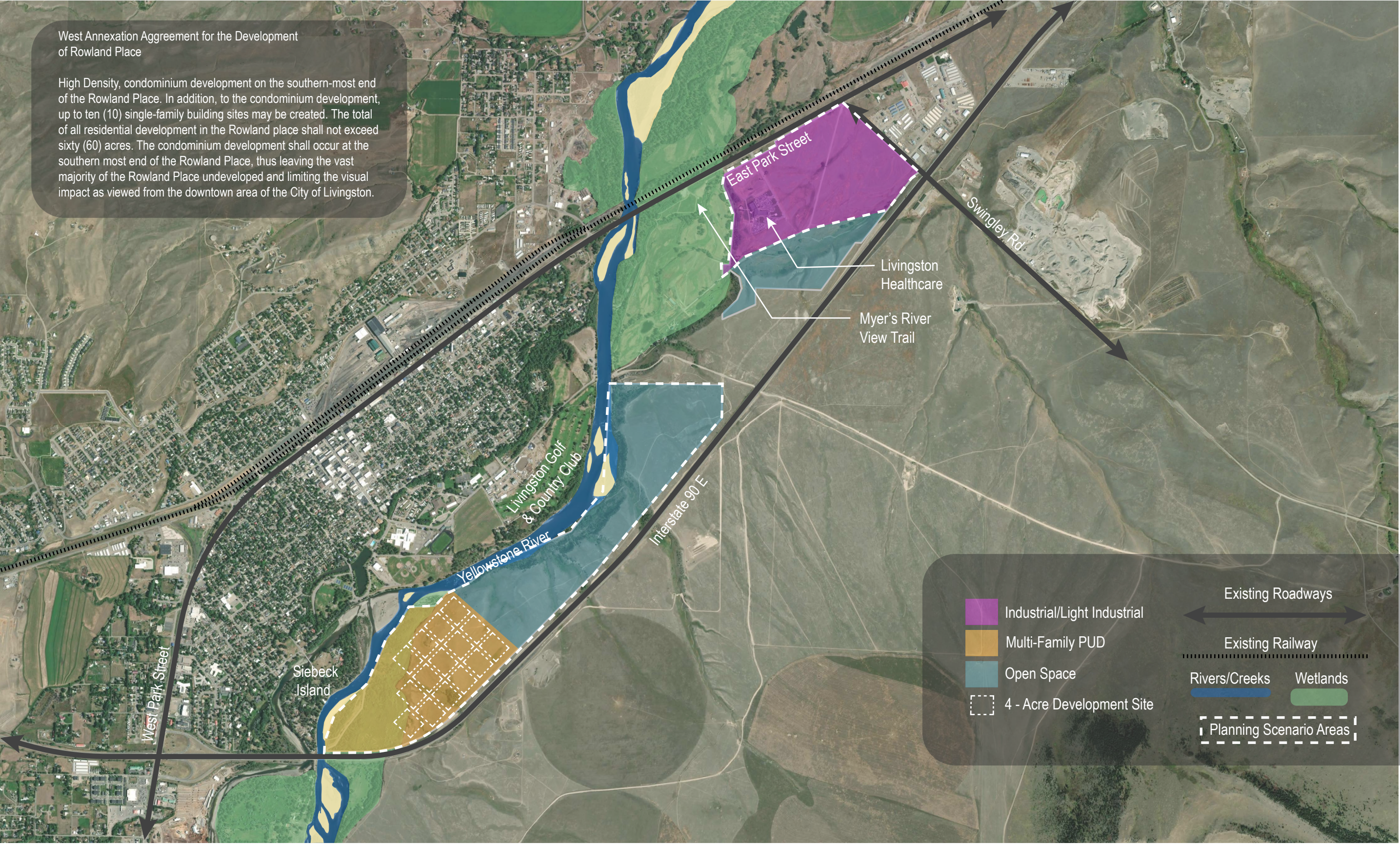
POSSIBLE GROWTH SCENARIOS

West End, East End and North Side











File Attachments for Item:

**B. CONSIDERATION OF REMOVAL OF RIVER DRIVE FROM MONTANA DEPARTMENT OF
TRANSPORTATION URBAN SYSTEM**



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: September 1, 2026
TO: Chair Nootz and City Commissioners
FROM: Grant Gager, City Manager
RE: Approval of Request to Remove River Drive from MDT Urban System

Recommendation and Summary

The City Manager is requesting City Commission approval to coordinate with the Montana Department of Transportation regarding the removal of River Drive from the Urban System. The following motion may be used:

"I move to approve removal of River Drive from the Montana Department of Transportation Urban System.

The reasons for the recommendation are as follows:

- River Drive is currently on the Montana Department of Transportation Urban System.
- Roads on the Urban System are eligible for additional funding from the State of Montana but are subject to certain restrictions.

Introduction and History

The Montana Department of Transportation designates certain roads as part of the statewide Urban System. These routes provide connectivity to certain critical locations within the State. Roads on the Urban System are eligible for additional funding from the State of Montana but are subject to certain restrictions on use.

Analysis

Local control of these roadway segments will provide the greatest opportunity to balance mobility, safety, recreation, tourism, and community character. With River Drive largely existing within the Urban Renewal Area, alternative funding mechanisms exist to fund improvements.

Fiscal Impact

There is no fiscal impact to this reconsideration of a decision.

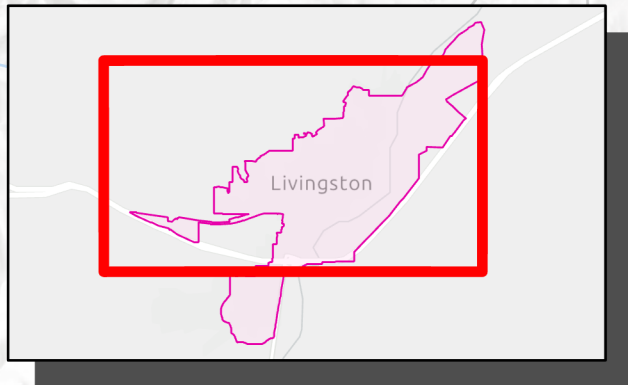
Livingston, Montana

**Strategic Alignment**

Local control of the River Drive will enable the City to ensure that it functions for the community.

Attachments

- Attachment A: Urban System Map for Livingston



Route: U-7406A/Old Clyde Park Rd
Corridor: C007406A
From: Arbor Dr To: Riverside Dr
From: RP 1+0.992 To: RP 2+0.571
Current System Designation: Urban
Proposed System Designation: Local

Route: U-7408A/W Park St
Corridor: C007408A
From: RP 2+0.297 To: RP 2+0.337
Current System Designation: Urban
Proposed System Designation: Local

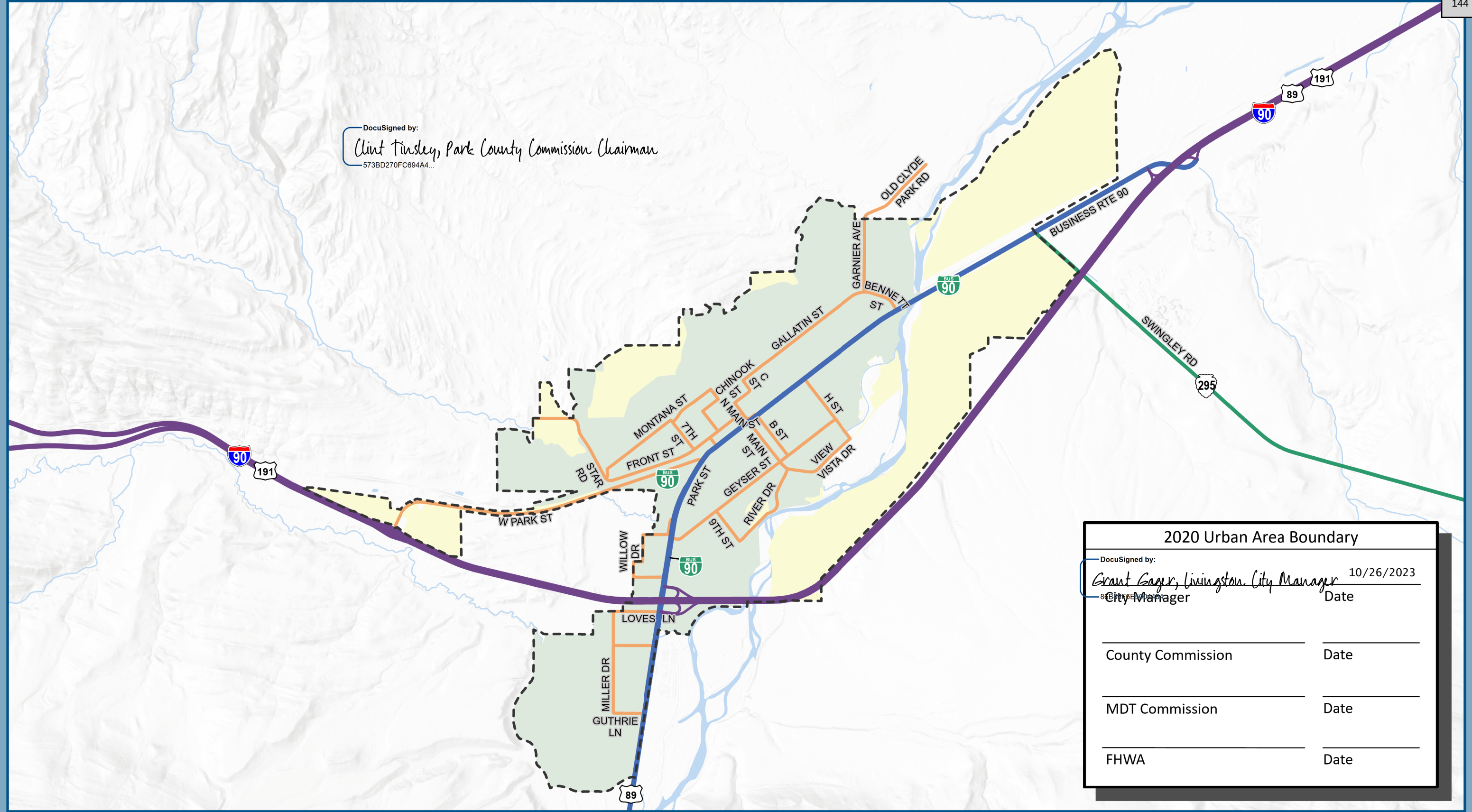
Highway System Approvals	
DocuSigned by:	
<i>Grant Gager, Livingston City Manager</i>	10/26/2023
City Manager	Date
County Commission	Date
MDT Commission	Date



LIVINGSTON HIGHWAY SYSTEM APPROVALS

- | | |
|--------------------------|--------------------|
| 2020 Urban Area Boundary | Interstate |
| Proposed Urban | Non-Interstate NHS |
| Proposed Secondary | Primary |
| Proposed Local | Secondary |
| | Urban |
- MDT SYSTEM DESIGNATION

DocuSigned by:
Clint Tinsley, Park County Commission Chairman
573BD270FC694A4...



2020 Urban Area Boundary	
DocuSigned by: <i>Grant Gager, Livingston City Manager</i> City Manager	10/26/2023 Date
County Commission	Date
MDT Commission	Date
FHWA	Date



LIVINGSTON

2020 URBAN AREA BOUNDARY

- 2020 Urban Area Boundary
- 2020 Census Urban Area Boundary
- City Boundary
- Interstate
- Non-Interstate NHS
- Primary
- Secondary
- Urban

File Attachments for Item:

C. RESOLUTION 5204: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, LEVYING 100% OF THE COST FOR STREET MAINTENANCE AND IMPROVMENTS DISTRICT NO. 1 FOR FISCAL YEAR 2026-2027 IN THE AMOUNT OF \$1,459,503, AND ASSESSING ALL PROPERTY WITHIN THE DISTRICT.



DATE: September 1, 2026

TO: Chair Nootz and City Commissioners

FROM: Paige Fetterhoff

RE: Staff Report for Resolution 5204 – A Resolution to Specify the Assessment Amount for the Street Maintenance District.

Recommendation and Summary

Staff is recommending the Commission approve resolution 5204 to assess Improvement District number 1 for street maintenance and improvements.

"I move to approve resolution number 5204 and authorize the Chair to sign."

The reasons for the recommendation are as follows:

- In 1994 the City authorized the creation of a Street Maintenance District as allowed by MCA 7-12-4401. The district was created to provide for the cost of maintaining and improving streets across the City of Livingston and encompasses all property, including annexations, of the City.

Introduction and History

In 1994 the City authorized the creation of a Street Maintenance District as allowed by MCA 7-12-4401. The district was created to provide for the cost of maintaining and improving streets across the City of Livingston and encompasses all property, including annexations, of the City.

Analysis

In fiscal year 2026, the average residential property was assessed \$268.60 and commercial properties were assessed \$646.95. For fiscal year 2027 those amounts are estimated to be approximately 5% more, \$300.93 for residential properties and \$679.30 for commercial properties

Fiscal Impact

The amount to be assessed in FY 2026 is \$1,459,503 which is a 5% increase from the previous year.

Strategic Alignment

Continue to support operations and the infrastructure of the City.

Attachments

- Resolution 5199

RESOLUTION NO. 5204

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, LEVYING 100% OF THE COST FOR STREET MAINTENANCE AND IMPROVMENTS DISTRICT NO. 1 FOR FISCAL YEAR 2026-2027 IN THE AMOUNT OF \$1,459,503, AND ASSESSING ALL PROPERTY WITHIN THE DISTRICT.

WHEREAS, in 1994, pursuant to 7-12-4401 *et seq.* Montana Code Annotated (MCA), the City of Livingston enacted Ordinances Nos. 1778, 1779, and 3042 which authorized the creation of street maintenance districts and by providing the method of doing the maintenance and of paying for the maintenance; and

WHEREAS, the City created Street Maintenance District No. 1 which encompassed the entire jurisdictional limits of the City of Livingston; and

WHEREAS, pursuant to 7-12-4405 MCA, the City Commission enacted Ordinance Nos. 1877, 1890 and 1973 authorizing the City to improve streets, avenues and alleys within the maintenance district so that the maintenance would be of a durable and continuing benefit; and

WHEREAS, the City will levy and assess 100 percent of the costs for improvements and maintenance of streets and alleys against each parcel of land within said district for that part of the cost which its taxable value bears to the taxable value of the district which such parcel is located; and

WHEREAS, the City Commission finds that all parcels of property located within the district will be benefitted from said street and alley improvements and maintenance as all residents of the City use said public ways; and

WHEREAS, a list of all parcels of property to be assessed within said district which contain the name of each parcel owner and the amount to be levied and assessed thereon is on file and open for public inspection in the office of the City of Livingston, 220 East Park Street, Livingston, Montana; and

WHEREAS, pursuant to 7-12-4427, MCA, the City Commission met on September 1st, 2026, at 5:30 p.m. to hear all objections which may be made to such assessment or any part thereof and may adjourn from time to time for that purpose and may by resolution modify such assessment in whole or in part.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Livingston, Montana, as follows:

That Street Maintenance District No. 1 is defined as including each and every parcel of property located in the City of Livingston, including all annexations thereto.

BE IT FURTHER RESOLVED that the City Commission hereby levies and assesses for Fiscal Year 2026-2027 100% of the cost of improving and maintaining streets and alleys in Street Maintenance District No. 1 in the amount of \$1,459,503, representing a 5% increase from the previous fiscal year, against each and every parcel of land within said district for that part of the cost which its taxable value bears to the taxable of the entire district, all as set forth in the list of all parcels of property in said district which contains the name of each parcel owner and the amount levied thereon. A copy of said list is on file and open for public inspection in the office of the City of Livingston, 220 East Park Street, Livingston, Montana.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 1st day of September, 2026.

MELISSA NOOTZ
Chairperson

ATTEST:

APPROVED AS TO FORM:

EMILY HUTCHINSON
Clerk

JON HESSE
City Attorney

File Attachments for Item:

D. RESOLUTION 5205: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTIMATING THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 IN THE AMOUNT OF \$58,169 FOR FISCAL YEAR 2026-2027 AND LEVYING AND ASSESSING 49.3% OF THE ESTIMATED COSTS AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS TAXABLE VALUE BEARS TO THE TAXABLE VALUE OF THE DISTRICT.



DATE: September 1, 2026

TO: Chair Nootz and City Commissioners

FROM: Paige Fetterhoff

RE: Staff Report for Resolution 5205 – A Resolution to Specify the Assessment Amount for maintaining and supplying electrical current to the Light Maintenance District.

Recommendation and Summary

Staff is recommending the Commission Approve Resolution 5205 of its intent to assess Improvement District number 20 for light maintenance and electrical currents.

"I move to approve Resolution Number 5205 and authorize the Chair to sign."

The reasons for the recommendation are as follows:

- Street lights contribute to public safety in the community.
- Costs to supply electrical current and maintain the current infrastructure continue to rise.

Introduction and History

The use of a Light Maintenance District has been in place since the 1940s. The City is authorized by MCA 7-12-4301 to create the district and has set the boundaries to include all property in the City limits including annexations. In prior years, property was assessed based on the size of the lot. This methodology was amended in 2024 and property is now assessed based on its taxable value.

Analysis

In fiscal year 2027, the average residential property assessment is estimated to be \$20.26 and \$48.87 for commercial properties.

Fiscal Impact

The total amount to be assessed for the light maintenance (\$58,169) and replacement (\$46,831) districts in FY 2027 is \$105,000. The represents a 5% increase to the amount assessed in FY 2026.

Strategic Alignment

Continue to support operations and the infrastructure of the City.

Attachments

- Resolution 5205

RESOLUTION NO. 5205

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTIMATING THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 IN THE AMOUNT OF \$58,169 FOR FISCAL YEAR 2026-2027 AND LEVYING AND ASSESSING 49.3% OF THE ESTIMATED COSTS AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS TAXABLE VALUE BEARS TO THE TAXABLE VALUE OF THE DISTRICT.

WHEREAS, the City of Livingston has created Special Improvement Lighting District No. 20 for the purpose of providing for general public health, safety and welfare by lighting streets for vehicular and pedestrian safety and as a deterrent to criminal activity; and

WHEREAS, the estimated costs of maintaining lights and supplying electrical current for Lighting District No. 20 for Fiscal Year 2026-2027 is \$118,000; and

WHEREAS, the City hereby levies and assesses 49.3% of the costs for maintaining the lights and supplying electrical current against each parcel of land within said district for that part of the cost which its taxable value bears to the taxable value of the district which such parcel is located; and

WHEREAS, the City Commission finds that all parcels of property located within the district will benefit from maintaining lights and supplying electrical current for Lighting District No. 20; and

WHEREAS, a list of all parcels of property to be assessed within said district which contain the name of each parcel owner and the amount to be levied and assessed thereon is on file and open for public inspection in the office of the City of Livingston, 220 East Park Street, Livingston, Montana; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Livingston, Montana, as follows:

That Special Improvement Lighting District No. 20 is defined as including each and every parcel of property located in the City of Livingston, including all annexations thereto.

BE IT FURTHER RESOLVED that the City Commission hereby levies and assess for Fiscal Year 2026-2027 49.3% of the cost of maintaining and supplying electrical current for Special Lighting District No. 20 in the amount of \$58,169 against each and every parcel of land within said district for that part of the cost which its taxable value bears to the taxable value of the entire district, all as set forth in the list of all parcels of property in said district which contains the name of each parcel owner and the amount levied thereon. A copy of said list is on file and open for public inspection in the office of the City of Livingston, 220 East Park Street, Livingston, Montana.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 1st day of September, 2026.

MELISSA NOOTZ
Chairperson

ATTEST:

APPROVED AS TO FORM:

EMILY HUTCHINSON
Clerk

JON HESSE
City Attorney

File Attachments for Item:

E. RESOLUTION 5206: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, MODIFYING SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 49.3% OF THE ESTIMATED COST OF \$46,831 FOR FISCAL YEAR 2026-2027 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS TAXABLE VALUE BEARS TO THE TAXABLE VALUE OF THE DISTRICT.



DATE: September 1, 2026

TO: Chair Nootz and City Commissioners

FROM: Paige Fetterhoff

RE: Staff Report for Resolution 5206 – A Resolution to Specify the Assessment Amount for Replacing Appurtenances in the Light Maintenance District.

Recommendation and Summary

Staff is recommending the Commission Approve Resolution 5206 assessing Improvement District number 20 for light maintenance and electrical currents.

"I move to approve Resolution Number 5206 and authorize the Chair to sign."

The reasons for the recommendation are as follows:

- Street lights contribute to public safety in the community.
- Costs to supply electrical current and maintain the current infrastructure continue to rise.

Introduction and History

The use of a Light Maintenance District has been in place since the 1940s. The City is authorized by MCA 7-12-4301 to create the district and has set the boundaries to include all property in the City limits including annexations. In prior years, property was assessed based on the size of the lot. This methodology was amended in 2024 and property is now assessed based on its taxable value.

Analysis

In fiscal year 2027, the average residential property assessment is estimated to be \$20.26 and \$48.87 for commercial properties.

Fiscal Impact

The total amount to be assessed for the light maintenance (\$58,169) and replacement (\$46,831) districts in FY 2027 is \$105,000. The represents a 5% increase to the amount assessed in FY 2026.

Strategic Alignment

Continue to support operations and the infrastructure of the City.

Attachments

- Resolution 5206

RESOLUTION NO. 5206

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, MODIFYING SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 49.3% OF THE ESTIMATED COST OF \$46,831 FOR FISCAL YEAR 2026-2027 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS TAXABLE VALUE BEARS TO THE TAXABLE VALUE OF THE DISTRICT.

WHEREAS, the City of Livingston has created Special Improvement Lighting District No. 20 for the purpose of providing for general public health, safety and welfare by lighting streets for vehicular and pedestrian safety and as a deterrent to criminal activity; and

WHEREAS, pursuant to 7-12-4351, MCA, it is the intent of the City Commission to make a modification to Street Lighting District No. 20 by replacing existing street lights; and

WHEREAS, it is the intent to replace street lights in conjunction with the street improvements plans where necessary and/or desirable; and

WHEREAS, the City hereby levies and assesses 49.3 percent of the estimated costs of \$46,831 for replacing street lights against each parcel of land within said district for Fiscal Year 2026-2027 for that part of the cost which its taxable value bears to the taxable value of the district which such parcel is located; and

WHEREAS, the City Commission finds that all parcels of property located within the district will be benefitted from replaced street lights; and

WHEREAS, a list of all parcels of property to be assessed within said district which contain the name of each parcel owner and the amount to be levied and assessed thereon is on file and open for public inspection in the office of the City of Livingston, 220 East Park Street, Livingston, Montana; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Livingston, Montana, as follows:

That Special Improvement Lighting District No. 20 is defined as including each and every parcel of property located in the City of Livingston, including all annexations thereto.

BE IT FURTHER RESOLVED that the City Commission hereby modifies Special Improvements Lighting District by replacing lights and appurtenances therein and hereby levies and assesses, for Fiscal Year 2026-2027, 49.3% of the cost of replacing street lights in the amount of \$46,831 against each and every parcel of land within said district for that part of the cost which its taxable value bears to the taxable value of the entire district, all as set forth in the list of all parcels of property in said district which contains the name of each parcel owner and the amount levied thereon. A copy of said list is on file and open for public inspection in the office of the City of Livingston, 220 East Park Street, Livingston, Montana.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 1st day of September, 2026.

MELISSA NOOTZ
Chairperson

ATTEST:

APPROVED AS TO FORM:

EMILY HUTCHINSON
Clerk

JON HESSE
City Attorney

File Attachments for Item:

F. RESOLUTION 5207: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTABLISHING STORMWATER RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON STORMWATER SYSTEM.



DATE: September 1, 2026

TO: Chair Nootz and City Commissioners

FROM: Paige Fetterhoff

RE: Staff Report for Resolution 5207

Recommendation and Summary

Staff is recommending the Commission Approve Resolution 5207 to implement stormwater rates for FY 2026-2027.

"I move to approve Resolution Number 5207 and authorize the Chair to sign the resolution."

The reasons for the recommendation are as follows:

- Currently the cost of building and maintaining our existing stormwater infrastructure is supported through our street maintenance district and our sewer fund. Establishing a stormwater fund along with related user fees will shift this cost to a stormwater fund creating transparency in the actual cost of operating and maintaining our stormwater system.
- The creation of a stormwater fund will create a designated funding source for stormwater.

Introduction and History

The Livingston City Commission has been evaluating funding the management of stormwater in preparation for regulatory requirements requiring treatment of stormwater. In April 2023, the City adopted a Preliminary Engineering Report and a Stormwater Utility Feasibility Study was presented in December 2024. At its meeting on July 21, 2026, the Commission began to adopt regulatory language to enable the collection of fees.

Analysis

Rates charged per property will be based upon a Residential Equivalent Factor (REF). The REF is a unit of measurement that quantifies the level of runoff a property generates based on its combined impervious surface areas. One (1) REF is equivalent to 2,590 square feet of impervious surface area, which equates to the City's residential median. Multi-family, commercial, and governmental properties (i.e., non-residential) are charged based on their respective impervious surface areas relative to the City's residential property median. For example, a non-residential property with five (5) times the impervious surface area as a residential property is assigned five (5) REFs, with their charge scaled accordingly.

**Fiscal Impact**

The establishment of users fees for the stormwater fund will create \$550,000 in revenue annually.

Strategic Alignment

Continue to support operations and the infrastructure of the City.

Attachments

- Resolution 5207

RESOLUTION NO. 5207

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTABLISHING STORMWATER RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON STORMWATER SYSTEM.

WHEREAS, the City of Livingston is authorized to construct, reconstruct, operate, and maintain a stormwater system under Section 7-13-4301, M.C.A. The City intends to operate the Stormwater Utility as an enterprise fund, i.e. that the cost of providing the services to the general public on a continuing basis are financed or recovered through user charges and are not supported by the general tax levy; and

WHEREAS, 69-7-101 *et seq.* Montana Code Annotated (MCA), authorizes the City of Livingston to establish and increase utility rates when deemed necessary by the City Commission; and

WHEREAS, The City Commission of the City of Livingston, Montana intends to establish a stormwater fee for the purpose of defraying the cost of upgrading, repairing and maintaining the City Stormwater system in the monthly amounts listed and described in Exhibit A attached here to and by this reference said exhibit is made a part hereof

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Livingston, Montana, as follows:

1. Notice of Hearing: that a public hearing was held by the City Commission at 5:30 p.m. on September 1st, 2026, at which time the public was invited to attend and comment on its intent. The hearing was held at 414 E. Callender Street, Livingston MT.
2. Effective Date: that fees will become effective for the Stormwater System starting July 2026, to be assessed on the 2026 property taxes
3. Storm Sewer Fee: that the following rates, fees, and charges are found to be just, reasonable, and necessary for the continued operation of the municipal storm sewer system and that the proposed rates, fees, and charges are fit to be adopted:
 - a. A fee of \$7.00 per month per Residential Equivalent Factor (REF), as defined in Livingston Municipal Code.
 - b. Regardless of actual size, each single-family residential property is charged 1 REF.
 - c. Each multi-family property is charged based upon its relation to the established REF size. Number of REFs charged shall be determined by dividing impervious area by REF size. No commercial property shall be charged less than 1 REF.
 - d. Each multi-family property is charged based upon its relation to the established REF size. Number of REFs charged shall be determined by dividing impervious area by REF size. No commercial property shall be charged less than 1 REF.
 - e. Regardless of size, commercial property will be assigned an REF of no less than 1.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 1st day of September, 2026.

MELISSA NOOTZ - Chairperson

ATTEST:

APPROVED AS TO FORM:

EMILY HUTCHINSON
City Clerk

JON HESSE
City Attorney

File Attachments for Item:

G. RECONSIDERATION OF CITY COMMISSION ACTION ON JUNE 10, 2026



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: September 1, 2026
TO: Chair Nootz and City Commissioners
FROM: Grant Gager, City Manager
RE: Reconsideration of City Commission Action Taken on June 10, 2026

Recommendation and Summary

Staff is providing the Commission an opportunity to revisit their action on June 10, 2026, upon the request of two City Commissioners during a public meeting. As such, there is no recommended motion.

The reasons for the recommendation are as follows:

- The Livingston Municipal Code and City Commission Handbook provide the framework for City Commission operations.
- During the June 16, 2026, Meeting, a Commissioner made a motion to reconsider a decision made at the June 10, 2026, meeting.

Introduction and History

The operations of the Livingston City Commission are subject to provisions in Montana Code Annotated, the Livingston Municipal Code, and the Livingston City Commission Handbook. Section 2.B. of the City Commission Meeting Procedures enumerated in the City Commission Handbook provides a process for reconsideration of a motion.

At the June 16, 2026, City Commission meeting, a motion to place reconsideration of a decision made at the June 10, 2026, meeting on a future agenda was made and seconded. This action was taken in conformance with the requirements of Livingston Municipal Code (LMC) Section 9-16 which provides that, "During a City Commission meeting, the approval of two (2) Commissioners is required to approve an item for an agenda. The Commission will consult with the City Manager to schedule the item for an appropriate meeting date."

Analysis

In accordance with LMC Section 9-16, the City Manager has consulted with the Commission on the timing of this agenda item.

**Fiscal Impact**

There is no fiscal impact to this reconsideration of a decision.

Strategic Alignment

This action is in conformance with the Livingston Municipal Code as well as the Livingston City Commission Handbook.

Attachments

- Attachment A: [Livingston City Commission Handbook](#).