



Livingston City Commission Agenda

May 06, 2024 — 5:30 PM

City – County Complex, Community Room

<https://us02web.zoom.us/j/86300235731?pwd=lo98iZZ9yIlwdDBLYvtn0Bivplybhn.1>

Meeting ID: 863 0023 5731

Passcode: 811650

1. Call to Order

2. Roll Call

3. Public Comment

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

4. Consent Items

A. APPROVAL OF MINUTES FROM APRIL 15, 2025, REGULAR MEETING PG.4

B. APPROVAL OF CLAIMS PAID 4/10/25 - 4/30/25 PG.56

C. JUDGES MONTHLY REPORT FOR MARCH 2025 PG.72

D. AGREEMENT 20171 WITH NORTHERN ROCKIES AGENCY, INC. FOR STREET LIGHT POLES AND BALLAST PG.74

E. AGREEMENT 20172 WITH FERGUSON WATERWORKS FOR METERS PG.77

F. AGREEMENT 20173 WITH TD&H ENGINEERING PG.80

G. AGREEMENT 20174 FOR A RIGHT-OF-WAY ENCROACHMENT PG.124

H. APPROVAL OF AGREEMENT 20176 WITH WESTERN MUNICIPAL CONSTRUCTION PG.138

I. AGREEMENT 20177 WITH ALYNEA INC. PG.200

5. Proclamations

A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING MAY 11 - 17 AS NATIONAL POLICE WEEK IN LIVINGSTON, MONTANA. PG.208

6. Scheduled Public Comment

7. Action Items

A. UPDATE ON WATER RECLAMATION FACILITY OPERATIONS PG.210



B. CITY OF LIVINGSTON BOARD AND COMMISSION HANDBOOK UPDATE [PG.224](#)

C. CONSIDERATION OF A REQUEST FOR A ZONING VARIANCE AT 312 S. 9TH STREET [PG.272](#)

8. City Manager Comment

9. City Commission Comments

10. Adjournment

Calendar of Events

Supplemental Material

Notice

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

File Attachments for Item:**A. APPROVAL OF MINUTES FROM APRIL 15, 2025, REGULAR MEETING**



LIVINGSTON CITY COMMISSION MINUTES

April 15, 2024 — 5:30 PM

City – County Complex, Community Room

<https://us02web.zoom.us/j/88469582322?pwd=x5zasKzXk74PEfxZ1GADb7wVAQGU7X.1>

Meeting ID: 884 6958 2322

Passcode: 465497

1. Call to Order

Chair Schwarz called the meeting to order at 5:35pm

2. Roll Call

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

City Staff Present

- City Manager Grant Gager
- Policy Analyst Greg Anthony
- Chief of Police Wayne Hard
- City Attorney Jon Hesse

3. Public Comment

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

Public Comment was offered by:

- Leslie Feigel reminded everyone of the job fair this weekend. She expressed concern about the Veteran memorial at Sacagawea Park being removed and shared some historical data

Livingston, Montana



- Christina Nelson expressed concern after hearing in the community that the Veteran Memorial is being taken down at Sacagawea Park.

Chair Schwarz addressed the room stating he is not sure where this information has come from about removing the Veteran Memorial, but there is no plan to do so. He knows the City is working on the Parks Master Plan, but clearly stated he is unaware of where this rumor came from.

The City Manager stated he is also unaware of where this rumor started and stated there is no active plan to remove the memorial that exists in the triangle at Sacagawea Park.

Commissioner Kahle asked for clarification on the other hexagon shaped memorial as well.

The City Manager stated that knowing the Parks Master Plan is in the works there is no active plan to remove these memorials.

- Eric Bradley is the commander of the Veterans of Foreign Wars post 2154 here in Livingston stated he knows Melody Mount had a meeting with the City Manager and that meeting lead her to believe that the Desert Storm Memorial in the triangle at Sacagawea Park is going to be removed.

The City Manager stated he recalls having several conversations with Melody and he has advised her that there is a Parks Master Plan moving forward.

- Patricia Grabow expressed being an advocate of the triangle and a flagpole going back up there.
- Cheryl Countsman is the president of the American Legion, and she stated she spoke with a woman named Eileen Barum who started the memorial at the triangle in the park and that was over 38 years ago. She stated that the flagpole was at that location before the memorial was placed there. They would like to see the flagpole returned to that location. She stated there was money allocated by the previous City Manager to put that flagpole back up, and she stated she would like to see that happen.
- Peggy O'Neil expressed wanting to see that flagpole go back up. She also expressed concern about a rumor she heard about the posts around the park that hold the flags for will be removed and that we wouldn't be able to have flags for Memorial Day.

Chair Schwarz clarified that this was just a rumor.

- Carol Dyer wondered about different stakeholders working with the consultant for the Parks Master Plan to help stop some of these rumors, and an opportunity to give input before it's in place.
- Linda Maher stated she would like to get a microphone for meetings, and expressed that respect needs to happen on both sides of the podium during meetings.



- Heather Greener representing HRDC reminded that the Community Assessment is open and live until the end of the month and this year they are working with other areas and will be able to provide data on other counties within Montana.
- Paul Bradley expressed that he does not want the memorial moved, but if the City decides to move it he requested a location that stands out that is as good as the triangle.
- Melody Mount talked about her conversation with the City Manager and her understanding from that conversation was the triangle is dangerous and needs to be fixed or moved, and she listed a couple locations she thought were stated in her meeting with the City Manager.

Vice Chair Nootz motioned for a five-minute break seconded by Commissioner Willich. Unanimously approved.

- Richard Dyer expressed that the flagpole and memorial is very important to him.

The City Manager talked about the Parks Master Plan stating that earlier that day they received a rough draft of recommendations from the consultants and those findings are based on public feedback that has been taken all the way back to July and August. He said to look for this document in and upcoming City newsletter.

Vice Chair Nootz reminded that they accept comments from anyone and not just City residents.

Commissioner Kahle reminded about the plan and process of giving feedback for the Parks Master Plan and that it has taken all this time for a proposal to be formed based on feedback given in July and August.

4. Consent Items

- A. APPROVAL OF MINUTES FROM APRIL 01, 2025, REGULAR MEETING [PG.4](#)**
- B. APPROVAL OF CLAIMS PAID 3/27/25 - 4/9/25 [PG.59](#)**
- C. JUDGES MONTHLY REPORT FEBRUARY 2025 [PG.67](#)**
- D. AGREEMENT 20168 WITH VIEW VISTA COMMUNITY [PG.69](#)**
- E. AGREEMENT 20169 WITH BNSF RAILWAY FOR PIPELINE [PG.80](#)**
- F. PURCHASE ORDER 20170 WITH SUNSET CHEVROLET INC. [PG.103](#)**

Commissioner Lyons pulled Consent Item D.

Commissioner Kahle motioned to approve Consent Items A - C & E - F seconded by Vice Chair Nootz. Unanimously approved

Commissioner Lyons asked the City Manager for a description on what agreement 20168 is.



The City Manager stated this is an agreement with the View Vista Community regarding an application for a minor subdivision that was put in by the community. They are seeking to subdivide their parcel from one into two. One parcel would house the current mobile home community and the other would house the apartment buildings. The water and sewer are very interconnected and pull off the City system at View Vista Dr. for water and Geyser for sewer. As the City works through the minor subdivision process, they understand they are doing so with a larger water and sewer project in mind, and they have been working on this together for several years now. He reminded that they recently received a Community Development Block Grant to help with construction. He stated this agreement states once the property is subdivided, if it is sold, the purchaser would need to work with the community and the City to effectuate the design and construction of the new water and sewer improvements.

Commissioner Lyons motioned to approve Consent item D seconded by Commissioner Kahle. Unanimously approved.

5. Proclamations

A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, DECLARING APRIL 13 - 19 2025 AS ANIMAL CONTROL OFFICER APPRECIATION WEEK IN LIVINGSTON MONTANA [PG. 108](#)

Chair Schwarz read the proclamation

The City Manager expressed thanks to Darci who primarily handles Animal Control and encouraged the public to reach out to her if an animal is in need.

Vice Chair Nootz expressed how great it is to have Darci move from the City Finance Office to the Animal Control position and further expressed how friendly she is.

Commission Kahle expressed appreciation to Darci and recognized that Animal Control wrangles more than just cats and dogs.

B. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, DECLARING APRIL 27 - MAY 4, 2025 AS LIGHT THE NIGHT FOR FALLEN FIREFIGHTERS IN LIVINGSTON MONTANA [PG. 110](#)

Chair Schwarz read the proclamation

The City Manager thanked Livingston Fire & Rescue for their hard work and recognizes they have a very difficult job that included two structure fires in the City last week.

6. Scheduled Public Comment



Paul Reichert gave a brief presentation about Prospera and what they do. He stated that the Montana Economic Developers Association is meeting in Livingston April 22nd - 24th at the Shane Center. A business women's round table is happening May 7th.

B. PARK COUNTY HOUSING COALITION PG. 112

Katherine Daly is the PCHC Program Manager with HRDC and she gave a brief presentation.

Vice Chair Nootz asked if parts of data can show just Livingston, and not all of Park County.

Katherine stated no it captures Park County.

Vice Chair Nootz asked if it's the steering committee that makes decisions about the future of the coalition.

Katherine stated a deciding factor is if money is still available to make it work, and to date they've been running on grant funding.

Vice Chair Nootz asked about the slide referencing appropriate and viable revenue sources.

Katherine reviewed the slide and explained these items.

Vice Chair Nootz asked about the administration of a potential Park County housing fund.

Katherine referenced the slide that references this and stated it does really depend on funding such as revolving loans and or grant funding.

Vice Chair Nootz asked for detail on origins of the fund and subcommittees

Katherine turned it over to Commissioner Kahle to explain.

Commissioner Kahle recalled the work done to identify what would be needed and models could be used.

Vice Chair Nootz thanked Katherine for her presentation.

Commissioner Kahle also thanked Katherine for her presentation.

7:15 PM Vice Chair Nootz motioned to take a 10-minute break seconded by Commissioner Kahle. Unanimously approved.

7. Action Items

A. (WITHDRAWAL OF) RESOLUTION 5157: A RESOLUTION OF THE CITY OF LIVINGSTON, MONTANA, ANNEXING THE PARCEL AT 38 LOVES LANE. PG. 134



The City Manager stated this is a continued hearing the April 1st meeting, which was continued from March 18th. He stated this original application has been withdrawn by the applicants as a result of conversations at the last meeting. No action is required for this item.

B. RESOLUTION 5159: A RESOLUTION OF THE CITY OF LIVINGSTON, MONTANA, ANNEXING THE PARCEL AT 38 LOVES LANE PG. 137

The City Manager stated this item is for an application submitted for annexation at 38 Loves Ln. The application is submitted by the owner of record, and the application itself is compliant with the City's annexation policy.

The City Manager gave a brief presentation on the annexation by petition for 38 Loves LN.

Commissioner Kahle asked if there is a provision in State Code that talks about County properties hooking to water and sewer in certain situations.

The City Manager stated that yes, in MCA there is that provision. He recalled having this situation in Green Acres.

Public comment was offered by:

- Jamie Adams stated she had reviewed the Growth Policy and maps within it and expressed concern about the annexation of this property as it was not listed as a growth area or a place of annexation interest. She overall expressed being against this annexation.
- Dave Carter expressed access and traffic concerns around this area.
- Patsy Carter read a letter that was submitted to the Commission expressing being against this annexation.
- Patricia Grabow expressed disagreement with this annexation stating that feels it goes against the Growth Policy.
- Randy Carpenter representing Friends of Park County and he expressed disagreement with this annexation.
- David Lewis stated that this US Department of Agriculture building will have a negative impact on the people that live in an agricultural area, and agreed with other commenters in their thoughts not to do this annexation.

Commissioner Willich expressed his thoughts that this doesn't fit with the Growth Policy, and what he feels he is hearing from the public is not necessarily that they don't want the annexation, but they don't want that building there. He also stated understanding that property owners have rights to what they want to do with their property.

Commissioner Kahle expressed concern that this application does not include a site plan and is worried if they annex this property with the application as is, it does not guarantee that the building from the withdrawn application will be on this property.



The City Manager stated that this part of the process does not require, or under state code even contemplate any discussion of the use of the land and development process. He stated the current applicant has not really said what they will do with the property.

Commissioner Lyons stated that several members of the public suggested holding off on this annexation until the new Annexation Policy is complete, and he wondered if holding off until the new Annexation Policy is completed would produce a different result, or would process change.

The City Manager stated he is not sure, but does envision a very large process when talking about reviewing and updating the Annexation Policy.

Commissioner Lyons asked what the County's process is for development like this.

The City Manager stated there would need to be a request for a septic permit, but outside of that there is little to no involvement on what can be developed in the County.

Vice Chair Nootz reviewed an example of a project done in the County where many trees were removed and plant life will no longer grow, and she asked the City Manager if the City allows that to happen.

The City Manager stated that no, we would not and don't allow that.

Vice Chair Nootz clarified that the projects in the County don't have a detailed process and can really develop however they want, but projects done within City limits have a pretty strict and very public process to follow for development.

Commissioner Lyons asked what the benefit is of annexation to the applicant.

The City Manager stated one of the main benefits for annexation is the ability to have an adequate fire suppression system and is a benefit for commercial property owners.

Commissioner Lyons asked how much it would cost to produce a drawing like they saw in the withdrawn application.

The City Manager stated that a significant amount of engineering and architectural work has been performed on the project and work on the drawings.

The engineer for this project stated the City Manager is correct that substantial funds have already been spent on plans and drawings for this project.

Vice Chair Nootz asked about employment at this new building.

The City Manager stated that they have been advised that about 60 employees would work at this facility and/or based out of the facility.



Commissioners reviewed in detail the pros and cons of annexation while the City Manager documented comments in an excel spreadsheet.

Commissioners unanimously expressed that they would not seek to annex this property, but they do have to process through the property owners request to be annexed into City limits.

Commissioner Willich motioned to approve this item seconded by Chair Schwarz. Unanimously approved.

C. CLOSED SESSION TO DISCUSS LEGAL STRATEGY PURSUANT TO MCA 2-3-203(4)(b)

D. CLOSED SESSION TO DISCUSS PERSONAL PRIVACY PURSUANT TO MCA 2-3-203(3)

8. City Manager Comment

The City Manager thanked the Commission for the meeting tonight.

9. City Commission Comments

Commissioner Willich recognized the long meeting and advised of colder weather coming.

Commissioner Lyons thanked his fellow Commissioners for the meeting tonight and expressed understanding that they

Commissioner Kahle

Vice Chair Nootz

Chair Schwarz

10. Adjournment

Calendar of Events

Supplemental Material

Notice

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



- Meeting Recording: An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Administration. The City does not warrant the audio and/or video recording as to content, quality, or clarity.
- Special Accommodation: If you need special accommodations to attend or participate in our meeting, please contact the Fire Department at least 24 hours in advance of the specific meeting you are planning on attending.

Strong Businesses Thriving Communities



Paul Reichert
Executive Director
preichert@prosperamt.org

PROSPERA

PROSPERA



ACCESS TO CAPITAL

Loan and grant
funding for business
& community
projects.



BUSINESS ADVISING & TRAININGS

Personal support
for every phase of
your business.



COMMUNITY DEVELOPMENT

Strategic
partnerships to
accelerate positive
outcomes.



PEER NETWORKING

Bringing people
together to make
meaningful
connections.

Helping businesses and communities find their pathway to success, acting as the navigator, problem solver, and catalyst for a strong Montana economy.



PROSPERA

prosperamt.org

The Prospera Team



Paul Reichert
Executive
Director



Carolyn Murray
Director of
Finance



Jodi Weak
Director of
Philanthropy



Phillip Luebke
Director of Regional
Business Development



Kristi Gee
SBDC Regional
Program Director



Lindsey Benov
MTWBC Program
Director



Sam Blomquist
Food & Agriculture
Program Director



Brittany Eilers
Community
Engagement Manager



Jennifer Pearson
Business Lending
Manager



Andrea Taylor
Business Specialist



Alexa Freeburg
BSTF Grant
Manager



Kris Bart
Special Events
Coordinator

11,753

Clients Served

267

New Business

\$100 M

Loans & New Investments

37

Community Projects



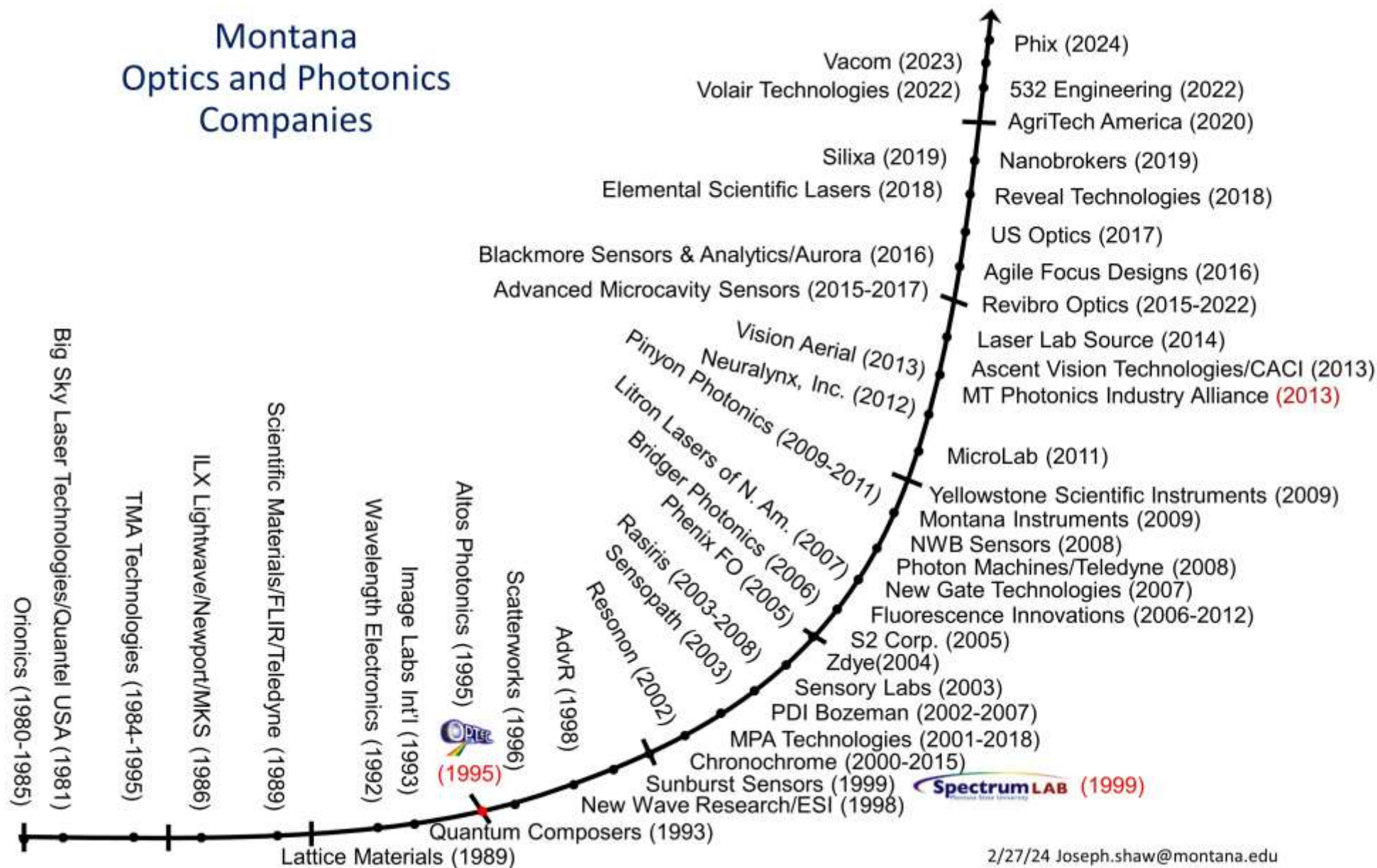








Montana Optics and Photonics Companies



2/27/24 Joseph.shaw@montana.edu









GARDINER GATEWAY PROJECT - SITE ANALYSIS

Arch Park Improvements & Original Townsite Rehabilitation

Site Analysis

- Primary Focus Area
- Secondary Focus Area
- Drainage Issues

Priorities

- ☐ Drainage
- ☐ Vehicular Circulation
- ☐ Pedestrian Circulation
- ☐ Visitor Center
- ☐ Public Restrooms
- ☐ Street Improvements
- ☐ Arch Park
- ☐ New Depot Bldg
- ☐ Bike Path / Lanes
- ☐ Lighting (Dark Sky)
- ☐ Historic Interpretive Trail

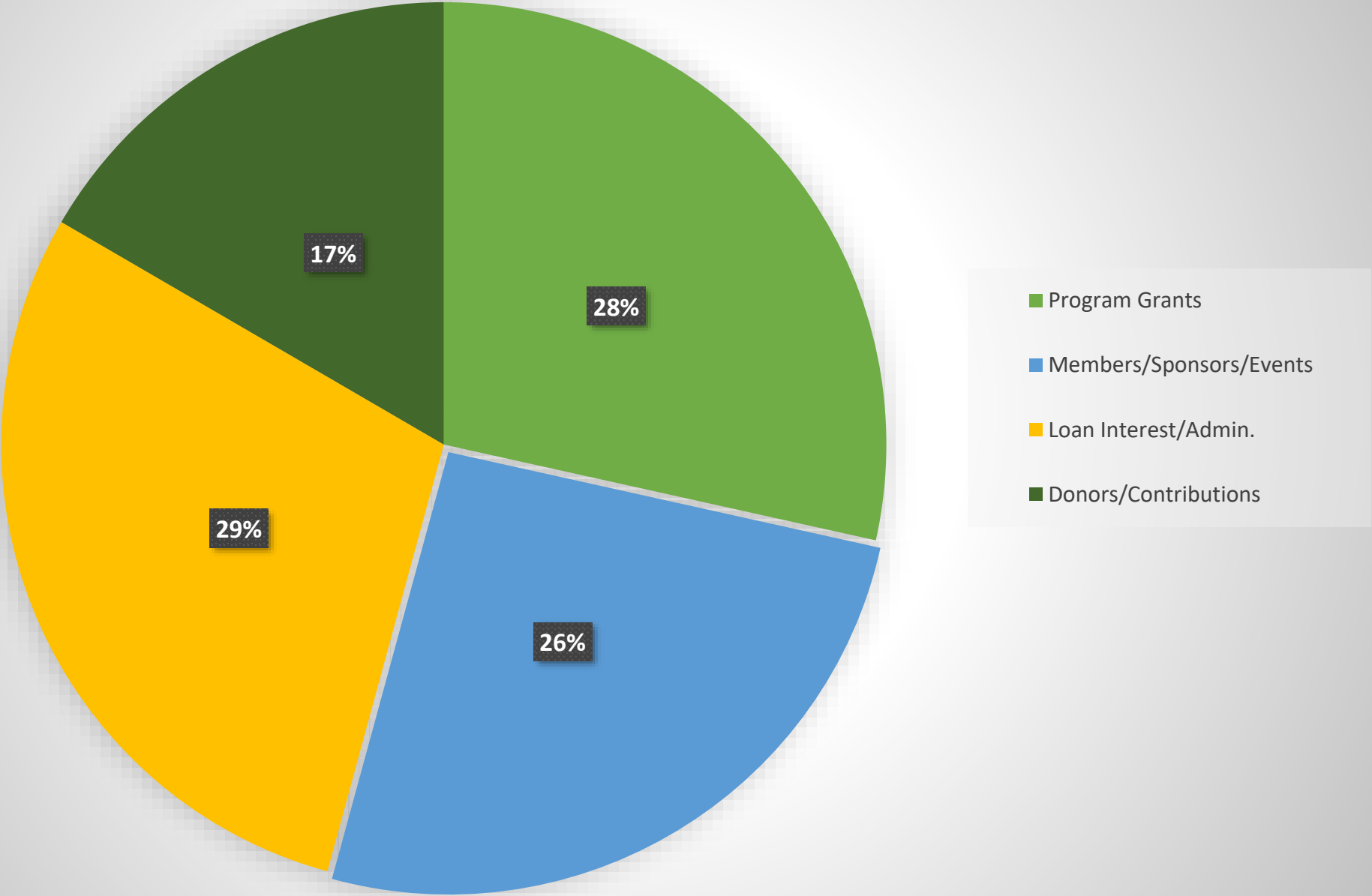
Secondary Priorities

- ☐ MBT Lights
- ☐ Trash / Recycling (Bear Proof Enclosures)
- ☐ Dog Stations
- ☐ Pedestrian Access From Lodging





Prospera Funding



Prospera - Forward

31

- Support for Local Business
- Affordable Housing Fund
- Workforce & Adapting AI
- Community Building

Thank You For Supporting Prospera



prosperamt.org

PROSPERA



38 LOVES LANE

Annexation by Petition

APRIL 15, 2025

PRESENTATION OVERVIEW

- Annexation by Petition
- Development Process
- 38 Loves Lane Application

ANNEXATION BY PETITION

Montana Code Annotated

Title 7, Chapter 2, Part 46

7-2-4601 Annexation by Petition – When Election Required

(1) The boundaries of any incorporated city or town may be altered and new areas annexed as provided in this part.

(3) (a) The governing body of a municipality need not submit the question of annexation to the qualified electors as provided in subsection (2) if it has received a written petition containing a description of the area requested to be annexed and signed by:

(ii) the owner or owners of real property representing 50% or more of the total area to be annexed.

(b) The governing body may approve or disapprove a petition submitted under the provisions of subsection (3)(a) on its merits. When the governing body approves the petition, it shall pass a resolution providing for the annexation.

Livingston, Montana

ANNEXATION BY PETITION

Montana Code Annotated

Title 7, Chapter 2, Part 46

7-2-4609 Applicability of Part

(1) This part does not repeal parts 43 and 45 having reference to extension of the corporate limits of cities of the first, second, and third classes to include contiguous land but provides an alternative method that the municipal governing body may in its discretion choose to use for the annexation of territory or territories to municipal corporations.

(2) When any proceedings for annexation of territory or territories to any municipal corporation are commenced under this part, the provisions of this part and no other apply to such proceedings.

(3) When the proceedings for annexation of territory to a municipality are instituted as provided in this part, the provisions of this part and no other apply, except where otherwise explicitly indicated.

ANNEXATION BY PETITION

Montana Code Annotated

Title 7, Chapter 2, Part 46

There is no noticing requirement.

ANNEXATION BY PETITION

Montana Code Annotated

Title 7, Chapter 2, Part 46

7-2-4610 Provision of services.

In all cases of annexation under current Montana law, services must be provided according to a plan provided by the municipality as specified in 7-2-4732, except:

(1) as provided in 7-2-4736; and

(2) in first-class cities, when otherwise mutually agreed upon by the municipality and the real property owners of the area to be annexed.

ANNEXATION BY PETITION

Montana Code Annotated

Title 7, Chapter 2, Part 46

7-2-4732. Contents of plan for extension of services.

- (1) The plans for the extension of services must provide a long-range plan for extension of services and the acquisition of properties outside the corporate limits. This plan must show anticipated development a minimum of 5 years into the future, showing on a yearly basis how the municipality plans to extend services and develop and add sections to the city
- (2) The plans must:
 - (a) provide for extending police protection, fire protection, garbage collection, and streets and street maintenance services to the area to be annexed on substantially the same basis and in the same manner as those services are provided within the rest of the municipality prior to annexation;
 - (b) provide for future extension of streets and major trunk water mains, sewer outfall lines, and other utility services into the area to be annexed, so that when the streets and utility lines become necessary and are constructed, property owners in the area to be annexed will be able to secure the services, according to the policies in effect in the municipality for extending the services to individual lots or subdivisions;
 - (c) if extension of streets and water, sewer, or other utility lines into the area to be annexed is necessary, set forth a proposed timetable for construction of the streets and utility lines.

ANNEXATION BY PETITION

Montana Code Annotated

Title 7, Chapter 2, Part 46

7-2-4732. Contents of plan for extension of services.

(3) A method must be set forth by which the municipality plans to finance extension of services into the area to be annexed. If the area is serviced currently by adequate water and sewage services, streets, curbs, and gutters and capital improvements are not needed to provide adequate services stipulated by this section and 7-2-4731, the municipality shall provide the area to be annexed with a plan of how they plan to finance other services to be included within the district-mainly, police protection, fire protection, garbage collection, street, and street maintenance services, as well as continued utility service.

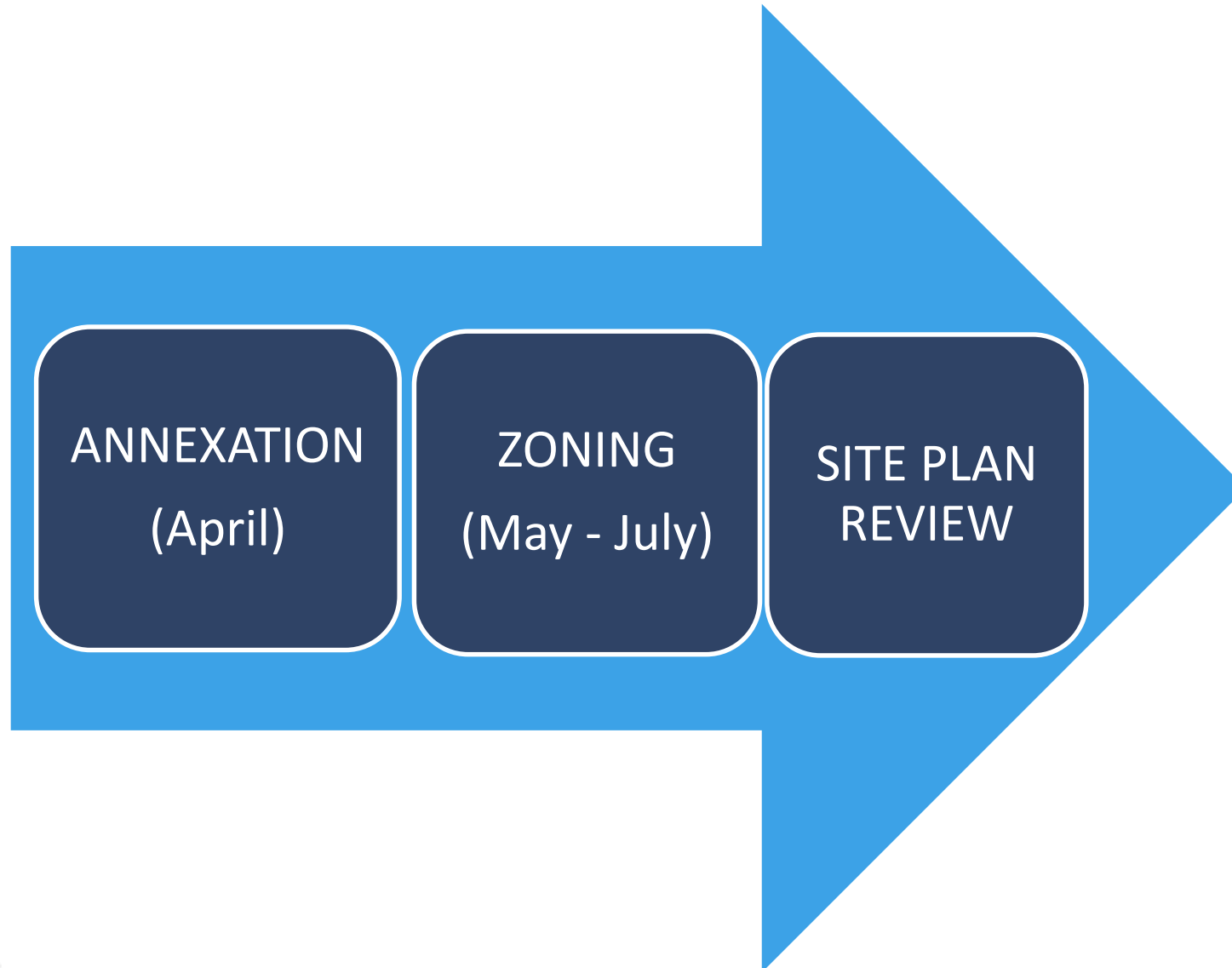
(4) In this annexation plan, it must be clearly stated that the entire municipality tends to share the tax burden for these services, and if so, the area may be annexed without a bond issue under the provisions of this part.

(5) If a county, special district, or improvement district currently provides services to the area to be annexed, the plan must provide specific steps for the orderly transfer of those services, including police protection, fire protection, garbage collection, street and street maintenance services, and utility services. The plan for the transfer of services must be developed in consultation with the governing body of the county and with any other departments of the county, special districts, or improvement districts that have been providing services to the area proposed to be annexed.

PRESENTATION OVERVIEW

- Annexation by Petition
- Development Process
- 38 Loves Lane Application

CITY DEVELOPMENT PROCESS



SITE PLAN REVIEW

Livingston Municipal Code

Section 2-110

A. Site Plan Review. All development proposals meeting any of the following criteria require site plan review:

1. Ten (10) or more dwelling units on a single lot.
2. Ten-thousand (10,000) or more gross square feet of commercial or industrial floor area on a single lot.
3. Ten-thousand (10,000) or more square feet of outdoor storage area on a single lot.
4. Twenty (20) or more parking spaces on a single lot.
5. Any addition to an existing use that meets any of the above criteria.

B. Building Permit. No building permit shall be issued nor will any work of any kind commence until the application for site plan review has been approved in writing by the Zoning Coordinator.

SITE PLAN REVIEW

Livingston Municipal Code

Section 2-110

D. Submittal requirements. All items listed below shall be submitted to the Planning Department with any Site Plan application. The items listed are the minimum submittal requirements. The Planning Department may request additional information as deemed necessary to evaluate the application based upon the Site Plan Review Criteria.

1. General Information.

- i. Completed Application form.
- ii. Vicinity map including adjacent roads and zoning on adjacent parcels.
- iii. Engineering design report.
- iv. A copy of the most recent plat.
- v. Proposed uses of all structures on the site.
- vi. Number and density of proposed dwelling units (if applicable).

SITE PLAN REVIEW

Livingston Municipal Code

Section 2-110

2. Project Specific Information. The site plan application shall include the following, project specific, information. Specific submittal requirements for each item shall be listed in the City of Livingston Site Plan Application, Public Works Design Standards and Specifications Policy, City Ordinances, or referenced document. Site plans shall be appropriately divided into separate sheets to ensure legibility of the documents.

- i. Boundary of the parcel with complete dimensions and topographic lines.
- ii. Project phasing line (if applicable).
- iii. Parcel size in square feet.
- iv. North arrow and required legends.
- v. Scale of between 1 inch to twenty feet (1":20') and one inch to one hundred feet (1":100')
- vi. Location and width of all on-site and adjacent rights-of-way.
- vii. Street Design conforming to the City's Public Works Design Standards and Specification Policy.
- viii. Grading and drainage plan conforming to the City's Public Works Design Standards and Specifications Policy.
- ix. Location of all proposed structures on site, with the distance of all structures to the property lines labeled and the square footage of the structures listed.
- x. Building plans including:
- xi. Location and design of any fences or walls.
- xii. Landscaping plans.
- xiii. Parking plans.
- xiv. Location of site ingress and egress.
- xv. Lighting plan conforming to the requirements of Chapter 18 of the Livingston Municipal Code.
- xvi. Location and size of trash enclosures and associated screening.
- xvii. Utility plan.
- xviii. Sign plan.
- xix. Copies of FEMA FIRM maps if any of the site is located within the 100-year floodplain.

SITE PLAN REVIEW

Livingston Municipal Code

Section 2-110

3. Additional plans and studies.

i. A traffic impact study if determined to be required by the City of Livingston Public Works Department.

ii. A flood study if determined to be required by the City of Livingston Floodplain Administrator.

iii. A letter from the State Historic Preservation Office (SHPO), if determined to be required by the City Historic Preservation Officer, inventorying historic and cultural resources on the site and plans to preserve any identified historic and cultural resources.

PRESENTATION OVERVIEW

- Annexation by Petition
- Development Process
- 38 Loves Lane Application

U.S. HIGHWAY 191

INTERSTATE 90 E

LOT 8
POR. LOT 8S OF
ACREVILLE
SUBDIVISION
SEC. 23, T. 02 S. R.
09 E.

LOT 9
POR. LOT 9S ACREVILLE SUBDIVISION
SE 1/4 OF SEC. 23, T. 02 S., R. 09 E.,
P.M.M. PARK COUNTY, MONTANA
2.439 AC

MILLER LANE

REVISED TRACT 10
OF COS 2808
ACREVILLE
SUBDIVISION
SEC. 23, T. 02 S. R.
09 E.

LOVES LANE

LOT 6
ACREVILLE SUBDIVISION
SEC. 23, T. 02 S. R. 09 E., N 138.6'

LOT 5-A
LAHREN MINOR
SUBDIVISION
ACREVILLE
SUBDIVISION
SEC. 23, T. 02 S. R.
09 E.

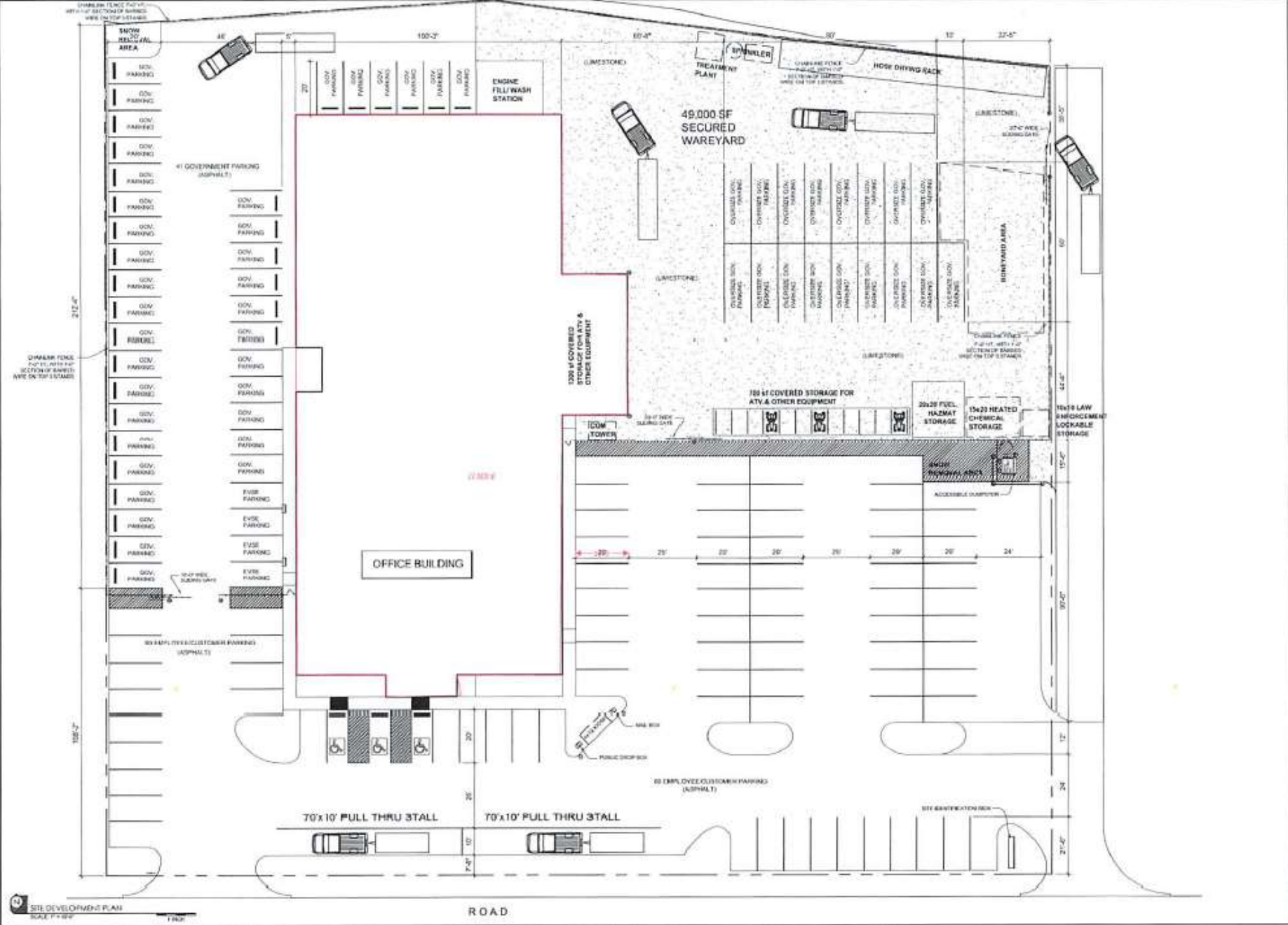
*Livingston, Montana*

38 LOVES LANE

- Utilities (water/sewer) Exist at the Corner of the Parcel
 - **Possible extension to western boundary**
- Site Plan Review
 - **Storm Water**
 - **Access and Traffic**
 - **Parking**
 - **Landscaping/Screening**
 - **Fire and Life Safety**
- Property is Taxable
 - **Private Owner**
 - **Current Facility is Taxable (in County)**
- Compliant with City's Annexation Policy
 - **Plan for Extension of City Services Exists**
- Development Potential Exists Without Annexation

38 LOVES LANE

1. In City Services Growth Area
2. Utility Work Prior to Annexation
3. Impacts to transportation, solid waste collection and emergency services considered
4. Priority for In-fill Annexations
5. Utility Extensions in to non-contiguous Areas Discouraged
6. Waiver of Annexation Protest



QUESTIONS

LIVINGSTON
M O N T A N A



A		Formula Bar	B	C
1	38 Loves Lane			
2				
3	Annexation by Petition			
4				
5	<u>Pros</u>		<u>Cons</u>	
6	Site Plan Review		Location contiguousness	
7	Gateway Overlay Zoning		Community opposition (few proponents)	
8	Night Sky Ordinance		Traffic Impact Concerns	
9	Compatibility of Growth Policy re supervision of community character		Safety Concerns (accidents & Emergency Service Access)	
10	Proximity to downtown relative to current USDA site		Compatibility of Growth Policy re Annexation/In-fill	
11	Relative impacts to community for traffic (Downtown site vs. Loves Lane)		Road maintenance	
12	Project review and control in City (vs. County)		Inheriting County Development Patterns	
13	New City Infrastructure nearby			
14	Increased Tax Base			
15	City zoning use restrictions/compatibility			
16	City Commission role in development process			
17	City Commission ability to support residents with issues			
18	Improved ability to contemplate road improvements with County			
19	Opportunity to address community concerns in development process			
20	Compatibility of Growth Policy re septic tanks			
21	Office Building w/ limited overnight usage			
22	Location and expected traffic are consistent with interstate adjacency			
23	Traffic flow impacts likely are opposite direction to existing patterns			
24				
25				

File Attachments for Item:

B. APPROVAL OF CLAIMS PAID 4/10/25 - 4/30/25

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2M COMPANY, INC.							
781	2M COMPANY, INC.	208022513-00	roTOR	04/10/2025	830.85	830.85	04/24/2025
Total 2M COMPANY, INC.:					830.85	830.85	
AAA CLEANING, LLC							
3727	AAA CLEANING, LLC	257	city hall cleaning	04/22/2025	2,000.00	2,000.00	04/28/2025
3727	AAA CLEANING, LLC	258	cIVIC CENTER	04/22/2025	2,600.00	2,600.00	04/28/2025
3727	AAA CLEANING, LLC	259	Bennett St cleaning	04/22/2025	156.25	156.25	04/28/2025
3727	AAA CLEANING, LLC	259	Bennett St cleaning	04/22/2025	156.25	156.25	04/28/2025
3727	AAA CLEANING, LLC	259	Bennett St cleaning	04/22/2025	156.25	156.25	04/28/2025
3727	AAA CLEANING, LLC	259	Bennett St cleaning	04/22/2025	156.25	156.25	04/28/2025
Total AAA CLEANING, LLC:					5,225.00	5,225.00	
ADVANCED ENGINEERING &							
3605	ADVANCED ENGINEERING &	102161	PROFESSIONAL SERVICES	04/08/2025	2,677.75	2,677.75	04/24/2025
3605	ADVANCED ENGINEERING &	102162	WATER RECLAMATION SERVIC	04/08/2025	16,908.35	16,908.35	04/24/2025
Total ADVANCED ENGINEERING &:					19,586.10	19,586.10	
ALL SERVICE TIRE & ALIGNMENT							
22	ALL SERVICE TIRE & ALIGNME	69712	Mount TIRE	03/10/2025	791.50	791.50	04/11/2025
22	ALL SERVICE TIRE & ALIGNME	69867	TireS	04/09/2025	660.00	660.00	04/24/2025
22	ALL SERVICE TIRE & ALIGNME	69903	Flat repair	04/15/2025	80.00	80.00	04/24/2025
Total ALL SERVICE TIRE & ALIGNMENT:					1,531.50	1,531.50	
ALPINE ELECTRONICS RADIO SHACK							
402	ALPINE ELECTRONICS RADIO	10316238	BATTERIES	04/14/2025	32.98	32.98	04/24/2025
Total ALPINE ELECTRONICS RADIO SHACK:					32.98	32.98	
ASSOCIATES IN EMERGENCY MEDICAL EDUCATIO							
10007	ASSOCIATES IN EMERGENCY	LFR 02-28-25	TRAINING	03/21/2025	3,810.00	3,810.00	04/11/2025
Total ASSOCIATES IN EMERGENCY MEDICAL EDUCATIO:					3,810.00	3,810.00	
BALCO UNIFORM COMPANY, INC.							
3371	BALCO UNIFORM COMPANY, IN	83208-2	Uniform-LASHINSKI	04/09/2025	357.00	357.00	04/11/2025
3371	BALCO UNIFORM COMPANY, IN	83209	emblem samples	03/26/2025	50.00	50.00	04/24/2025
Total BALCO UNIFORM COMPANY, INC.:					407.00	407.00	
BIGHORN FIRE ACADEMY, INC.							
3399	BIGHORN FIRE ACADEMY, INC.	2025.2.12	EDM REFRESHER	02/12/2025	300.00	300.00	04/11/2025
Total BIGHORN FIRE ACADEMY, INC.:					300.00	300.00	
BLACKWATER DRAIN SOLUTIONS							
10007	BLACKWATER DRAIN Solutio	1429	BASIC SERVICE CALL	03/13/2025	125.00	125.00	04/11/2025
Total BLACKWATER DRAIN SOLUTIONS:					125.00	125.00	
BLOSSOM BROTHERS OVERHEAD DOOR CO INC							
10007	BLOSSOM BROTHERS OVERH	26705A	BAYDOOR REPAIR	04/01/2025	304.50	304.50	04/11/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BLOSSOM BROTHERS OVERHEAD DOOR CO INC:					304.50	304.50	
BOUND TREE MEDICAL, LLC							
2662	BOUND TREE MEDICAL, LLC	85713680	Patient Supplies	03/27/2025	129.93	129.93	04/11/2025
2662	BOUND TREE MEDICAL, LLC	85721141	Patient Supplies	04/02/2025	55.07	55.07	04/11/2025
2662	BOUND TREE MEDICAL, LLC	85721142	Patient Supplies	04/02/2025	79.04	79.04	04/11/2025
2662	BOUND TREE MEDICAL, LLC	85722699	Patient Supplies	04/03/2025	416.02	416.02	04/11/2025
Total BOUND TREE MEDICAL, LLC:					680.06	680.06	
CARDINAL TRACKING INC							
10006	CARDINAL TRACKING INC	138191	ticketrak	04/10/2025	754.00	754.00	04/11/2025
Total CARDINAL TRACKING INC:					754.00	754.00	
CARQUEST AUTO PARTS							
23	CARQUEST AUTO PARTS	1912-634301	oil	03/03/2025	38.44	38.44	04/11/2025
23	CARQUEST AUTO PARTS	1912-634303	oil	03/03/2025	52.60	52.60	04/11/2025
23	CARQUEST AUTO PARTS	1912-634368	SWITCH FX	03/04/2025	11.50	11.50	04/11/2025
23	CARQUEST AUTO PARTS	1912-634561	BOLT EXTENDER	03/06/2025	19.46	19.46	04/11/2025
23	CARQUEST AUTO PARTS	1912-634563	AIR FILTER	03/06/2025	117.78	117.78	04/11/2025
23	CARQUEST AUTO PARTS	1912-634615	MINI BULB	03/07/2025	19.41	19.41	04/11/2025
23	CARQUEST AUTO PARTS	1912-634677	BATTERY GOLF	03/07/2025	44.00-	44.00-	04/11/2025
23	CARQUEST AUTO PARTS	1912-634711	DEF	03/08/2025	9.99	9.99	04/11/2025
23	CARQUEST AUTO PARTS	1912-634766	DEF	03/09/2025	79.96	79.96	04/11/2025
23	CARQUEST AUTO PARTS	1912-634813	LUBE	03/10/2025	19.98	19.98	04/11/2025
23	CARQUEST AUTO PARTS	1912-634840	FILTERS	03/10/2025	180.60	180.60	04/11/2025
23	CARQUEST AUTO PARTS	1912-634935	FILTERS	03/11/2025	42.64	42.64	04/11/2025
23	CARQUEST AUTO PARTS	1912-634947	BATTERY GOLF	03/11/2025	99.04	99.04	04/11/2025
23	CARQUEST AUTO PARTS	1912-635056	Oil	03/12/2025	116.22	116.22	04/11/2025
23	CARQUEST AUTO PARTS	1912-635096	oil	03/13/2025	81.98	81.98	04/11/2025
23	CARQUEST AUTO PARTS	1912-635113	OIL FILTERS	03/13/2025	447.36	447.36	04/11/2025
23	CARQUEST AUTO PARTS	1912-635133	TRAILER BALL	03/13/2025	24.99	24.99	04/11/2025
23	CARQUEST AUTO PARTS	1912-635479	SCRATCH DOCTOR	03/19/2025	30.89	30.89	04/11/2025
23	CARQUEST AUTO PARTS	1912-635870	BELT	03/25/2025	29.88	29.88	04/11/2025
23	CARQUEST AUTO PARTS	1912-636010	V BELT	03/27/2025	21.57-	21.57-	04/11/2025
Total CARQUEST AUTO PARTS:					1,357.15	1,357.15	
CASELLE							
3763	CASELLE	139611	APPLICATION SOFTWARE	03/01/2025	3,159.00	3,159.00	03/25/2025
3763	CASELLE	139611	APPLICATION SOFTWARE	03/01/2025	99.00	99.00	03/25/2025
3763	CASELLE	139611	APPLICATION SOFTWARE	03/01/2025	99.00	99.00	03/25/2025
3763	CASELLE	139611	APPLICATION SOFTWARE	03/01/2025	191.00	191.00	03/25/2025
3763	CASELLE	139611	APPLICATION SOFTWARE	03/01/2025	191.00	191.00	03/25/2025
3763	CASELLE	139611	APPLICATION SOFTWARE	03/01/2025	291.00	291.00	03/25/2025
3763	CASELLE	140277	APPLICATION SOFTWARE	04/01/2025	3,159.00	3,159.00	04/11/2025
3763	CASELLE	140277	APPLICATION SOFTWARE	04/01/2025	99.00	99.00	04/11/2025
3763	CASELLE	140277	APPLICATION SOFTWARE	04/01/2025	99.00	99.00	04/11/2025
3763	CASELLE	140277	APPLICATION SOFTWARE	04/01/2025	191.00	191.00	04/11/2025
3763	CASELLE	140277	APPLICATION SOFTWARE	04/01/2025	191.00	191.00	04/11/2025
3763	CASELLE	140277	APPLICATION SOFTWARE	04/01/2025	291.00	291.00	04/11/2025
Total CASELLE:					8,060.00	8,060.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
CIVICPLUS							
10000	CIVICPLUS	329661	QUARTERLY PRINT SUPLEMEN	02/28/2025	1,815.47	1,815.47	04/24/2025
10000	CIVICPLUS	331609	MUNICODE MEETINGS	04/01/2025	1,388.56	1,388.56	04/24/2025
Total CIVICPLUS:					3,204.03	3,204.03	
CLEARY BUILDING CORP							
10007	CLEARY BUILDING CORP	4	CEMETERY STORAGE BUILDIN	04/10/2025	11,809.00	11,809.00	04/14/2025
10007	CLEARY BUILDING CORP	5	CEMETERY STORAGE BUILDIN	04/10/2025	3,936.00	3,936.00	04/14/2025
Total CLEARY BUILDING CORP:					15,745.00	15,745.00	
CLIA LABORATORY PROGRAM							
10000	CLIA LABORATORY PROGRAM	27D2102023 2	CERTIFICATE FEE	03/18/2025	248.00	248.00	04/11/2025
Total CLIA LABORATORY PROGRAM:					248.00	248.00	
COMDATA							
2671	COMDATA	XW660/204250	Fire Fuel	04/01/2025	375.98	375.98	04/11/2025
2671	COMDATA	XW660/204250	EMS Fuel	04/01/2025	2,017.75	2,017.75	04/11/2025
2671	COMDATA	XW716/204250	CG72P	04/01/2025	153.14	153.14	04/11/2025
2671	COMDATA	XW716/204250	CG72P	04/01/2025	147.88	147.88	04/11/2025
2671	COMDATA	XW716/204250	CG72R	04/01/2025	99.16	99.16	04/11/2025
2671	COMDATA	XW716/204250	CG72R	04/01/2025	93.34	93.34	04/11/2025
2671	COMDATA	XW716/204250	CG73C	04/01/2025	272.06	272.06	04/11/2025
2671	COMDATA	XW716/204250	CG73H	04/01/2025	33.96	33.96	04/11/2025
2671	COMDATA	XW716/204250	CG73L	04/01/2025	322.69	322.69	04/11/2025
2671	COMDATA	XW716/204250	CG73S	04/01/2025	661.19	661.19	04/11/2025
2671	COMDATA	XW716/204250	CG73S	04/01/2025	378.41	378.41	04/11/2025
2671	COMDATA	XW716/204250	CG74G	04/01/2025	336.19	336.19	04/11/2025
Total COMDATA:					4,891.75	4,891.75	
CORE & MAIN LP							
3733	CORE & MAIN LP	W721774	FILTER	04/03/2025	934.86	934.86	04/11/2025
3733	CORE & MAIN LP	W756996	REP CLP	04/09/2025	515.26	515.26	04/24/2025
Total CORE & MAIN LP:					1,450.12	1,450.12	
CULLIGAN OF BOZEMAN							
10000	CULLIGAN OF BOZEMAN	575X02896809	SALT	03/31/2025	37.50	37.50	04/24/2025
Total CULLIGAN OF BOZEMAN:					37.50	37.50	
DELL MARKETING L.P.							
745	DELL MARKETING L.P.	10798060278	MONITOR-FIRE	03/22/2025	161.87	161.87	04/11/2025
Total DELL MARKETING L.P.:					161.87	161.87	
DEPARTMENT OF MOTOR VEHICLES							
10002	DEPARTMENT OF MOTOR VEHI	2025.4	INFORMATION REQUEST	04/30/2025	5.00	5.00	04/30/2025
Total DEPARTMENT OF MOTOR VEHICLES:					5.00	5.00	
DMA FORT HARRISON BILLETING							
10000	DMA FORT HARRISON BILLETI	50079	LODGING	04/01/2025	106.00	106.00	04/11/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total DMA FORT HARRISON BILLETING:					106.00	106.00	
DOCTOR CLEAN							
10000	DOCTOR CLEAN	W5062	WINDOW CLEANING	04/04/2025	426.00	426.00	04/11/2025
Total DOCTOR CLEAN:					426.00	426.00	
ENVIRO-CLEAN EQUIPMENT, INC.							
10003	ENVIRO-CLEAN EQUIPMENT, IN	10S1004	VAC-CON TRUCK	04/16/2025	551,973.00	551,973.00	04/16/2025
Total ENVIRO-CLEAN EQUIPMENT, INC.:					551,973.00	551,973.00	
FOUR CORNERS RECYCLING, LLC							
2919	FOUR CORNERS RECYCLING,	5540	Pull fees	03/28/2025	6,439.00	6,439.00	04/11/2025
2919	FOUR CORNERS RECYCLING,	5540	Credit	03/28/2025	2,321.00-	2,321.00-	04/11/2025
Total FOUR CORNERS RECYCLING, LLC:					4,118.00	4,118.00	
FRONTLINE AG SOLUTIONS, LLC							
2516	FRONTLINE AG SOLUTIONS, LL	1212897	KNOB	04/01/2025	76.36	76.36	04/11/2025
2516	FRONTLINE AG SOLUTIONS, LL	1215501	BRACKET	04/11/2025	611.52	611.52	04/24/2025
Total FRONTLINE AG SOLUTIONS, LLC:					687.88	687.88	
GENERAL DISTRIBUTING COMPANY							
1845	GENERAL DISTRIBUTING COM	0001473942	BOBCAT BATTERY CHARGE	02/20/2025	5,476.44	5,476.44	04/24/2025
1845	GENERAL DISTRIBUTING COM	0001473942	BOBCATE BATTERY CHARGE	02/20/2025	1,369.11	1,369.11	04/24/2025
1845	GENERAL DISTRIBUTING COM	0001473942	BOBCAT BATTERY CHARGE	02/20/2025	1,369.11	1,369.11	04/24/2025
1845	GENERAL DISTRIBUTING COM	0001473942	BOBCAT BATTERY CHARGE	02/20/2025	1,369.11	1,369.11	04/24/2025
1845	GENERAL DISTRIBUTING COM	0001473942	BOBCAT BATTERY CHARGE	02/20/2025	1,369.11	1,369.11	04/24/2025
1845	GENERAL DISTRIBUTING COM	0001477712	Acetylene	02/28/2025	33.88	33.88	04/11/2025
1845	GENERAL DISTRIBUTING COM	0001488695	Acetylene	03/31/2025	37.51	37.51	04/11/2025
1845	GENERAL DISTRIBUTING COM	0001490445	Patient Supplies	03/31/2025	211.44	211.44	04/11/2025
Total GENERAL DISTRIBUTING COMPANY:					11,235.71	11,235.71	
HORIZON AUTO PARTS							
1920	HORIZON AUTO PARTS	028305	WIPER ARM	04/09/2025	48.98	48.98	04/11/2025
Total HORIZON AUTO PARTS:					48.98	48.98	
INDUSTRIAL COMM & ELEC OF BOZEMAN							
3455	INDUSTRIAL COMM & ELEC OF	34905	RADIO BATTERY	04/03/2025	1,299.30	1,299.30	04/11/2025
Total INDUSTRIAL COMM & ELEC OF BOZEMAN:					1,299.30	1,299.30	
JON M HESSE PC							
10005	JON M HESSE PC	11020	PROFESSIONAL SERVICES	03/27/2025	4,415.08	4,415.08	04/11/2025
Total JON M HESSE PC:					4,415.08	4,415.08	
JORDAN BRUMMEL							
10002	JORDAN BRUMMEL	2025.3.29	REIMB TRAVEL	03/29/2025	1,940.91	1,940.91	04/24/2025
Total JORDAN BRUMMEL:					1,940.91	1,940.91	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
KELLEY CREATE							
10006	KELLEY CREATE	38886802	AGREEMENT 1112-1689019	03/31/2025	99.43	99.43	04/11/2025
10006	KELLEY CREATE	IN1932409	JH16535	04/08/2025	90.24	90.24	04/11/2025
10006	KELLEY CREATE	IN929293	JH13332	04/03/2025	27.69	27.69	04/11/2025
10006	KELLEY CREATE	IN929293	JH13332	04/03/2025	27.69	27.69	04/11/2025
10006	KELLEY CREATE	IN929293	JH13332	04/03/2025	27.69	27.69	04/11/2025
10006	KELLEY CREATE	IN929293	JH13332	04/03/2025	27.69	27.69	04/11/2025
Total KELLEY CREATE:					300.43	300.43	
KEN'S EQUIPMENT REPAIR, INC							
1390	KEN'S EQUIPMENT REPAIR, IN	64227	CLUTCH	02/28/2025	3,449.30	3,449.30	04/11/2025
1390	KEN'S EQUIPMENT REPAIR, IN	64239	PACKER PLATE REPAIR	03/04/2025	2,358.15	2,358.15	04/11/2025
1390	KEN'S EQUIPMENT REPAIR, IN	64244	GRADER BATTERY	03/04/2025	519.90	519.90	04/11/2025
1390	KEN'S EQUIPMENT REPAIR, IN	64247	HEADLAMP ASSEMBLY	03/04/2025	1,318.25	1,318.25	04/11/2025
1390	KEN'S EQUIPMENT REPAIR, IN	64248	PELICAN REPAIRS	03/04/2025	370.50	370.50	04/11/2025
1390	KEN'S EQUIPMENT REPAIR, IN	64283	LOADER REPAIRS	03/11/2025	246.95	246.95	04/11/2025
1390	KEN'S EQUIPMENT REPAIR, IN	64320	FUEL CAP	03/14/2025	91.75	91.75	04/11/2025
1390	KEN'S EQUIPMENT REPAIR, IN	64322	PRESSURE WASHER	03/17/2025	9.95	9.95	04/11/2025
1390	KEN'S EQUIPMENT REPAIR, IN	64330	skidsteer repairs	03/14/2025	4,733.90	4,733.90	04/11/2025
1390	KEN'S EQUIPMENT REPAIR, IN	64337	CLAMP	03/18/2025	75.25	75.25	04/11/2025
1390	KEN'S EQUIPMENT REPAIR, IN	64339	PELICAN REPAIRS	03/19/2025	358.45	358.45	04/11/2025
1390	KEN'S EQUIPMENT REPAIR, IN	64344	PELICAN REPAIRS	03/20/2025	205.90	205.90	04/11/2025
1390	KEN'S EQUIPMENT REPAIR, IN	64347	HOSE AND FITTINGS	03/27/2025	98.55	98.55	04/11/2025
1390	KEN'S EQUIPMENT REPAIR, IN	64370	CLUTCH	03/26/2025	3,637.35	3,637.35	04/11/2025
1390	KEN'S EQUIPMENT REPAIR, IN	64399	GRIPPEER AND ARM REPAIR	03/31/2025	65.00	65.00	04/11/2025
Total KEN'S EQUIPMENT REPAIR, INC:					17,539.15	17,539.15	
KENYON NOBLE							
776	KENYON NOBLE	553408	WAFERBOARD	02/27/2025	93.00	93.00	04/11/2025
776	KENYON NOBLE	559948	TITEBOND	03/04/2025	24.06	24.06	04/11/2025
776	KENYON NOBLE	572892	KEYS	03/12/2025	3.98	3.98	04/11/2025
776	KENYON NOBLE	573482	REDUCTION ADAPTER	03/13/2025	2.19	2.19	04/11/2025
776	KENYON NOBLE	575216	LOCKNUT	03/14/2025	1.98	1.98	04/11/2025
776	KENYON NOBLE	582001	GREEN IND	03/19/2025	41.94	41.94	04/11/2025
776	KENYON NOBLE	583910	FLOOR JACK	03/20/2025	131.32	131.32	04/11/2025
776	KENYON NOBLE	584029	POLY BRAID ROPE	03/20/2025	29.98	29.98	04/11/2025
Total KENYON NOBLE:					328.45	328.45	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	2235145	Water	04/02/2025	43.00	43.00	04/11/2025
2830	LEHRKIND'S COCA-COLA	2239743	Water	04/15/2025	30.00	30.00	04/24/2025
2830	LEHRKIND'S COCA-COLA	2239753	Water	04/15/2025	24.00	24.00	04/24/2025
Total LEHRKIND'S COCA-COLA:					97.00	97.00	
LIVINGSTON ENTERPRISE							
146	LIVINGSTON ENTERPRISE	PCN-115290 2	SUBSCRIPTION 220 E PARK	04/05/2025	259.95	259.95	04/11/2025
Total LIVINGSTON ENTERPRISE:					259.95	259.95	
LIVINGSTON HEALTH CARE							
55	LIVINGSTON HEALTH CARE	200383014	770559266	04/04/2025	45.00	45.00	04/11/2025
55	LIVINGSTON HEALTH CARE	200383015	770573267	04/04/2025	45.00	45.00	04/11/2025
55	LIVINGSTON HEALTH CARE	2025.4.1	MEDICAL DIRECTOR SERIVCES	04/01/2025	1,250.00	1,250.00	04/11/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LIVINGSTON HEALTH CARE:					1,340.00	1,340.00	
MASTERCARD							
3184	MASTERCARD	2025_02 CHAB	EMS-Meals-ACLS Training	03/01/2025	197.80	197.80	03/11/2025
3184	MASTERCARD	2025_02 CHAB	EMS-Meals-PALS Training	03/01/2025	15.64	15.64	03/11/2025
3184	MASTERCARD	2025_02 CHAB	EMS-Operations-Pressure Washe	03/01/2025	1,206.41	1,206.41	03/11/2025
3184	MASTERCARD	2025_02 CHAB	EMS-Meals-PALS Training	03/01/2025	169.63	169.63	03/11/2025
3184	MASTERCARD	2025_02 CHAB	EMS-Meals-ACLS Training	03/01/2025	21.93	21.93	03/11/2025
3184	MASTERCARD	2025_02 CHAB	FIRE-Travel-Hiring Consortium	03/01/2025	269.58	269.58	03/11/2025
3184	MASTERCARD	2025_02 DELA	mailing for Cari Rubin	03/01/2025	11.35	11.35	03/11/2025
3184	MASTERCARD	2025_02 DEM	Color duct tape to organize medic	03/01/2025	24.95	24.95	03/11/2025
3184	MASTERCARD	2025_02 DEM	Black toner cartridge - Police Chie	03/01/2025	94.09	94.09	03/11/2025
3184	MASTERCARD	2025_02 DEM	Mail Police Badges for replacment	03/01/2025	10.10	10.10	03/11/2025
3184	MASTERCARD	2025_02 FETT	OFFICE SUPPLIES	03/01/2025	42.51	42.51	03/11/2025
3184	MASTERCARD	2025_02 FETT	OFFICE SUPPLIES	03/01/2025	49.86	49.86	03/11/2025
3184	MASTERCARD	2025_02 FETT	OFFICE SUPPLIES	03/01/2025	25.80	25.80	03/11/2025
3184	MASTERCARD	2025_02 FETT	OFFICE SUPPLIES	03/01/2025	138.26	138.26	03/11/2025
3184	MASTERCARD	2025_02 FETT	VEHICLE REGISTRATION	03/01/2025	47.47	47.47	03/11/2025
3184	MASTERCARD	2025_02 GAG	Hotel for Executive Forum	03/01/2025	289.12	289.12	03/11/2025
3184	MASTERCARD	2025_02 GAG	Monthly Subscription (Zoom)	03/01/2025	40.00	40.00	03/11/2025
3184	MASTERCARD	2025_02 GAG	Meal at Executive Forum	03/01/2025	21.00	21.00	03/11/2025
3184	MASTERCARD	2025_02 GAG	Meal at Executive Forum	03/01/2025	55.20	55.20	03/11/2025
3184	MASTERCARD	2025_02 GAG	Monthly Subscription (ChatGPT)	03/01/2025	20.00	20.00	03/11/2025
3184	MASTERCARD	2025_02 GAG	Monthly Subscription (ChatGPT)	03/01/2025	20.00	20.00	03/11/2025
3184	MASTERCARD	2025_02 GAG	Monthly Subscription (MailChimp)	03/01/2025	60.00	60.00	03/11/2025
3184	MASTERCARD	2025_02 GAG	Bee City Membership	03/01/2025	100.00	100.00	03/11/2025
3184	MASTERCARD	2025_02 GILB	Reserve FIRE-Training-FSTS FF1	03/01/2025	17.89	17.89	03/11/2025
3184	MASTERCARD	2025_02 GILB	FIRE-R&M Vehicles-C1 & C2	03/01/2025	284.90	284.90	03/11/2025
3184	MASTERCARD	2025_02 GILB	FIRE-Subscriptions-NFPA Annual	03/01/2025	114.99	114.99	03/11/2025
3184	MASTERCARD	2025_02 GILB	FIRE-R&M Vehicles-R1 Tool Mou	03/01/2025	330.62	330.62	03/11/2025
3184	MASTERCARD	2025_02 GILB	FIRE-Office-Capts Log Book 2025	03/01/2025	42.00	42.00	03/11/2025
3184	MASTERCARD	2025_02 GILB	FIRE-PR-Recruitment Table Displ	03/01/2025	414.94	414.94	03/11/2025
3184	MASTERCARD	2025_02 GLAS	Fax	03/01/2025	34.99	34.99	03/11/2025
3184	MASTERCARD	2025_02 GLAS	Transaction Fee	03/01/2025	.31	.31	03/11/2025
3184	MASTERCARD	2025_02 GRA	postage to 59812; 83648; 78224;	03/01/2025	18.54	18.54	03/11/2025
3184	MASTERCARD	2025_02 GRA	10 reams copier paper	03/01/2025	47.99	47.99	03/11/2025
3184	MASTERCARD	2025_02 GRA	subscription	03/01/2025	164.97	164.97	03/11/2025
3184	MASTERCARD	2025_02 GRA	oil change; wiper blades	03/01/2025	119.81	119.81	03/11/2025
3184	MASTERCARD	2025_02 GRA	1 book	03/01/2025	14.01	14.01	03/11/2025
3184	MASTERCARD	2025_02 GRA	1 book	03/01/2025	9.16	9.16	03/11/2025
3184	MASTERCARD	2025_02 GRA	postage to 01003; 06320; 93933;	03/01/2025	19.73	19.73	03/11/2025
3184	MASTERCARD	2025_02 GRA	1 book	03/01/2025	8.99	8.99	03/11/2025
3184	MASTERCARD	2025_02 GRA	2 books	03/01/2025	30.03	30.03	03/11/2025
3184	MASTERCARD	2025_02 GRA	books	03/01/2025	226.80	226.80	03/11/2025
3184	MASTERCARD	2025_02 GRA	2 books	03/01/2025	33.78	33.78	03/11/2025
3184	MASTERCARD	2025_02 GRA	postage to 57117; 01003; 08807;	03/01/2025	22.71	22.71	03/11/2025
3184	MASTERCARD	2025_02 GRA	6 books	03/01/2025	130.40	130.40	03/11/2025
3184	MASTERCARD	2025_02 GRA	subscription	03/01/2025	79.00	79.00	03/11/2025
3184	MASTERCARD	2025_02 GRA	1 book	03/01/2025	16.99	16.99	03/11/2025
3184	MASTERCARD	2025_02 GRA	1 book	03/01/2025	16.79	16.79	03/11/2025
3184	MASTERCARD	2025_02 GRA	1 book	03/01/2025	16.73	16.73	03/11/2025
3184	MASTERCARD	2025_02 GRA	ice melt; batteries; tape	03/01/2025	31.58	31.58	03/11/2025
3184	MASTERCARD	2025_02 GRA	1 book	03/01/2025	33.90	33.90	03/11/2025
3184	MASTERCARD	2025_02 GRA	books	03/01/2025	107.20	107.20	03/11/2025
3184	MASTERCARD	2025_02 GRA	postage to 33431; 04011; 59717;	03/01/2025	19.73	19.73	03/11/2025
3184	MASTERCARD	2025_02 GRA	1 book	03/01/2025	16.91	16.91	03/11/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2025_02 GRA	17 books	03/01/2025	315.20	315.20	03/11/2025
3184	MASTERCARD	2025_02 GRA	12 books	03/01/2025	109.18	109.18	03/11/2025
3184	MASTERCARD	2025_02 GRA	2 books	03/01/2025	30.12	30.12	03/11/2025
3184	MASTERCARD	2025_02 GRA	postage to 60126; 59270; 58505;	03/01/2025	24.13	24.13	03/11/2025
3184	MASTERCARD	2025_02 GRA	10 books	03/01/2025	140.60	140.60	03/11/2025
3184	MASTERCARD	2025_02 GRA	postage to 28403; 63131; 73105;	03/01/2025	33.64	33.64	03/11/2025
3184	MASTERCARD	2025_02 GRA	books	03/01/2025	200.55	200.55	03/11/2025
3184	MASTERCARD	2025_02 GRA	1 book	03/01/2025	10.58	10.58	03/11/2025
3184	MASTERCARD	2025_02 GRA	subscription	03/01/2025	179.00	179.00	03/11/2025
3184	MASTERCARD	2025_02 GRA	subscription	03/01/2025	169.00	169.00	03/11/2025
3184	MASTERCARD	2025_02 GRA	books	03/01/2025	227.20	227.20	03/11/2025
3184	MASTERCARD	2025_02 GRA	1 book	03/01/2025	20.74	20.74	03/11/2025
3184	MASTERCARD	2025_02 GRA	cable organizer bag	03/01/2025	19.99	19.99	03/11/2025
3184	MASTERCARD	2025_02 GRA	post-its, index tabs, binder, index	03/01/2025	112.97	112.97	03/11/2025
3184	MASTERCARD	2025_02 HAR	Training	03/01/2025	445.00	445.00	03/11/2025
3184	MASTERCARD	2025_02 HAR	Training	03/01/2025	150.00	150.00	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Mike's retirement plaque	03/01/2025	69.94	69.94	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Mike's retirement gift	03/01/2025	28.92	28.92	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Return- wrong item ordered	03/01/2025	8.99-	8.99-	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	4.66	4.66	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	4.67	4.67	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	12.66	12.66	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	12.66	12.66	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	12.67	12.67	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	12.66	12.66	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	12.66	12.66	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Membership Dues	03/01/2025	250.00	250.00	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Membership Dues	03/01/2025	250.00	250.00	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Transfer Station Supplies	03/01/2025	5.89	5.89	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	4.66	4.66	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Return- wrong phone case	03/01/2025	5.66-	5.66-	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Return- wrong phone case	03/01/2025	5.66-	5.66-	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Return- wrong phone case	03/01/2025	5.67-	5.67-	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies- Water Sampl	03/01/2025	35.43	35.43	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies- Disinfection	03/01/2025	11.38	11.38	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	12.65	12.65	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies- Disinfection	03/01/2025	11.38	11.38	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies- Disinfection	03/01/2025	11.38	11.38	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies- Disinfection	03/01/2025	11.38	11.38	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Transfer Station Supplies	03/01/2025	8.99	8.99	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Water Operating Supplies	03/01/2025	279.00	279.00	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies- Green Can St	03/01/2025	965.00	965.00	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	12.00	12.00	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	12.00	12.00	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	12.00	12.00	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	11.99	11.99	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	6.89	6.89	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies- Disinfection	03/01/2025	11.38	11.38	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	5.99	5.99	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	6.00	6.00	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	6.00	6.00	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	6.00	6.00	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Water Operating Supplies	03/01/2025	5.66	5.66	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	12.00	12.00	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Sewer Operating Supplies	03/01/2025	5.67	5.67	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Line Item Budget Working Lunch	03/01/2025	5.49	5.49	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Line Item Budget Working Lunch	03/01/2025	5.49	5.49	03/11/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2025_02 KINNI	Line Item Budget Working Lunch	03/01/2025	5.49	5.49	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Line Item Budget Working Lunch	03/01/2025	5.50	5.50	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Operating Supplies	03/01/2025	5.99	5.99	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Line Item Budget Working Lunch	03/01/2025	5.50	5.50	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Line Item Budget Working Lunch	03/01/2025	16.50	16.50	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Line Item Budget Working Lunch	03/01/2025	16.50	16.50	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Line Item Budget Working Lunch	03/01/2025	16.50	16.50	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Line Item Budget Working Lunch	03/01/2025	16.50	16.50	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Sewer Operating Supplies	03/01/2025	5.66	5.66	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Line Item Budget Working Lunch	03/01/2025	5.50	5.50	03/11/2025
3184	MASTERCARD	2025_02 KINNI	Line Item Budget Working Lunch	03/01/2025	16.50	16.50	03/11/2025
3184	MASTERCARD	2025_02 PIER	EMS-Ops-EMS Packs R1 & EMS	03/01/2025	1,046.23	1,046.23	03/11/2025
3184	MASTERCARD	2025_02 PIER	EMS-Ops-PALS Training Book	03/01/2025	74.90	74.90	03/11/2025
3184	MASTERCARD	2025_02 PIER	EMS-R&M Supply-M4 Auto Eject	03/01/2025	329.95	329.95	03/11/2025
3184	MASTERCARD	2025_02 PIER	EMS-Ops-EMS Curriculum M.Eng	03/01/2025	55.00	55.00	03/11/2025
3184	MASTERCARD	2025_02 PURK	GFOA Membership Dues	03/01/2025	150.00	150.00	03/11/2025
3184	MASTERCARD	2025_02 PURK	Medwrite	03/01/2025	4,678.71	4,678.71	03/11/2025
3184	MASTERCARD	2025_02 RUBI	Fire Union Meeting Drinks	03/01/2025	12.97	12.97	03/11/2025
3184	MASTERCARD	2025_02 RUBI	Firefighter job posting	03/01/2025	280.00	280.00	03/11/2025
3184	MASTERCARD	2025_02 SEVE	Zoom Monthly Subscription- Plan	03/01/2025	56.59	56.59	03/11/2025
3184	MASTERCARD	2025_02 SKAG	Parks Operating	03/01/2025	46.88	46.88	03/11/2025
3184	MASTERCARD	2025_02 SKAG	Parks Operating- R&M Vehicles	03/01/2025	60.00	60.00	03/11/2025
3184	MASTERCARD	2025_02 SKAG	Parks Operating	03/01/2025	38.74	38.74	03/11/2025
3184	MASTERCARD	2025_02 SKAG	Parks Operating	03/01/2025	13.36	13.36	03/11/2025
3184	MASTERCARD	2025_02 SKAG	Parks Operating	03/01/2025	1,079.90	1,079.90	03/11/2025
3184	MASTERCARD	2025_02 SKAG	Parks Operating- R&M Vehicles	03/01/2025	55.99	55.99	03/11/2025
3184	MASTERCARD	2025_02 STOR	Streets Operating	03/01/2025	46.95	46.95	03/11/2025
3184	MASTERCARD	2025_02 STOR	Snow removal crew appreciation	03/01/2025	126.45	126.45	03/11/2025
3184	MASTERCARD	2025_02 STOR	Return- combined in one receipt	03/01/2025	230.00-	230.00-	03/11/2025
3184	MASTERCARD	2025_02 STOR	Return- combined in one receipt	03/01/2025	150.00-	150.00-	03/11/2025
3184	MASTERCARD	2025_02 TARR	Communication Tool	03/01/2025	22.09	22.09	03/11/2025
3184	MASTERCARD	2025_02 TARR	Operations Support	03/01/2025	20.00	20.00	03/11/2025
3184	MASTERCARD	2025_02 TARR	PNO Program Materials	03/01/2025	63.18	63.18	03/11/2025
3184	MASTERCARD	2025_02 TARR	PNO Program Materials	03/01/2025	8.20	8.20	03/11/2025
3184	MASTERCARD	2025_02 TARR	Basketball Program Materials	03/01/2025	80.88	80.88	03/11/2025
3184	MASTERCARD	2025_02 TARR	Safesitter Program Materials	03/01/2025	4.39	4.39	03/11/2025
3184	MASTERCARD	2025_02 TARR	Safesitter Program Materials	03/01/2025	510.00	510.00	03/11/2025
3184	MASTERCARD	2025_02 TIDW	WRF Operating	03/01/2025	138.35	138.35	03/11/2025
3184	MASTERCARD	2025_02 TIDW	WRF Operating	03/01/2025	53.63	53.63	03/11/2025
3184	MASTERCARD	2025_02 TIDW	WRF Operating	03/01/2025	50.41	50.41	03/11/2025
3184	MASTERCARD	2025_02 TIDW	WRF R&M	03/01/2025	17.49	17.49	03/11/2025
3184	MASTERCARD	2025_02 TIDW	Return	03/01/2025	130.00-	130.00-	03/11/2025
3184	MASTERCARD	2025_02 TIDW	WRF Operating	03/01/2025	280.00	280.00	03/11/2025
3184	MASTERCARD	2025_02 TOW	Operating Supplies- Locator Wan	03/01/2025	488.50	488.50	03/11/2025
3184	MASTERCARD	2025_02 TOW	Operating Supplies- Locator Wan	03/01/2025	488.50	488.50	03/11/2025

Total MASTERCARD:

19,656.59 19,656.59

MISC

99999	MISC	366	COURT REFUND	04/11/2025	285.00	285.00	04/11/2025
99999	MISC	TK2020-0086.9	RESTITUTION	04/16/2025	50.00	50.00	04/16/2025
99999	MISC	TK2021-0235.2	Bond Refund	04/11/2025	180.00	180.00	04/11/2025

Total MISC:

515.00 515.00

MOBILE REPAIR & WELDING, INC

10	MOBILE REPAIR & WELDING, IN	36036	WELDING	02/26/2025	423.13	423.13	04/24/2025
----	-----------------------------	-------	---------	------------	--------	--------	------------

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MOBILE REPAIR & WELDING, INC:					423.13	423.13	
MONTANA DEPT. OF PUBLIC SERVICE REGULATI							
10007	MONTANA DEPT. OF PUBLIC SE	2025.4.21	REGISTRATION OF VEHICLE	04/21/2025	5.00	5.00	04/24/2025
Total MONTANA DEPT. OF PUBLIC SERVICE REGULATI:					5.00	5.00	
MONTANA LINEN SUPPLY LLC							
10007	MONTANA LINEN SUPPLY LLC	502048	CITY HALL	04/04/2025	126.95	126.95	04/11/2025
10007	MONTANA LINEN SUPPLY LLC	502049	330 BENNETT MATS	04/04/2025	22.81	22.81	04/11/2025
10007	MONTANA LINEN SUPPLY LLC	502049	330 BENNETT MATS	04/04/2025	22.81	22.81	04/11/2025
10007	MONTANA LINEN SUPPLY LLC	502049	330 BENNETT MATS	04/04/2025	22.81	22.81	04/11/2025
10007	MONTANA LINEN SUPPLY LLC	502049	330 BENNETT	04/04/2025	22.82	22.82	04/11/2025
10007	MONTANA LINEN SUPPLY LLC	502050	REC CENTER	04/04/2025	132.35	132.35	04/11/2025
10007	MONTANA LINEN SUPPLY LLC	504559	220 E PARK	04/18/2025	126.95	126.95	04/24/2025
10007	MONTANA LINEN SUPPLY LLC	504560	330 BENNETT	04/18/2025	22.82	22.82	04/24/2025
10007	MONTANA LINEN SUPPLY LLC	504560	330 BENNETT	04/18/2025	22.81	22.81	04/24/2025
10007	MONTANA LINEN SUPPLY LLC	504560	330 BENNETT	04/18/2025	22.81	22.81	04/24/2025
10007	MONTANA LINEN SUPPLY LLC	504560	330 BENNETT	04/18/2025	22.81	22.81	04/24/2025
Total MONTANA LINEN SUPPLY LLC:					568.75	568.75	
MONTANA RURAL WATER SYSTEMS, INC.							
530	MONTANA RURAL WATER SYST	2025.4	Membership dues	04/01/2025	400.00	400.00	04/11/2025
Total MONTANA RURAL WATER SYSTEMS, INC.:					400.00	400.00	
MOUNTAIN FRESH CLEANING							
10005	MOUNTAIN FRESH CLEANING	FB0000152	CLEANING	04/03/2025	2,800.00	2,800.00	04/11/2025
Total MOUNTAIN FRESH CLEANING:					2,800.00	2,800.00	
MSU EXTENSION SERVICE							
3275	MSU EXTENSION SERVICE	50	ECONOMIC & COMMUNITY DEV	04/07/2025	2,821.58	2,821.58	04/11/2025
Total MSU EXTENSION SERVICE:					2,821.58	2,821.58	
MURDOCH'S RANCH & HOME SUPPLY							
3688	MURDOCH'S RANCH & HOME S	INV-013147525	MINI HOSE CLAMP	03/04/2025	28.89	28.89	04/11/2025
3688	MURDOCH'S RANCH & HOME S	INV-013297861	PARACORD	03/19/2025	9.99	9.99	04/11/2025
3688	MURDOCH'S RANCH & HOME S	INV-013384683	STRAINER	03/17/2025	34.99	34.99	04/11/2025
3688	MURDOCH'S RANCH & HOME S	INV-013413310	PARACORD	03/19/2025	9.99	9.99	04/11/2025
3688	MURDOCH'S RANCH & HOME S	INV-013505758	HOSE BRASS	03/24/2025	219.30	219.30	04/11/2025
3688	MURDOCH'S RANCH & HOME S	INV-013516930	SPRING SNAP	03/25/2025	63.94	63.94	04/11/2025
Total MURDOCH'S RANCH & HOME SUPPLY:					367.10	367.10	
MURPHY'S HEATING SERVICE							
3802	MURPHY'S HEATING SERVICE	2025.3.25	UNIT HEATER CEMETARY	03/25/2025	1,093.00	1,093.00	04/11/2025
Total MURPHY'S HEATING SERVICE:					1,093.00	1,093.00	
NORTHWESTERN ENERGY							
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	04/14/2025	345.18	345.18	04/24/2025
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	04/14/2025	345.18	345.18	04/24/2025
151	NORTHWESTERN ENERGY	0709794-2 202	WRF 316 Bennett	04/07/2025	.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	0709796-7 202	97 View Vista Drive	04/14/2025	6.00	6.00	04/24/2025
151	NORTHWESTERN ENERGY	0709869-2 202	Carol Lane	04/14/2025	120.74	120.74	04/24/2025
151	NORTHWESTERN ENERGY	0709870-0 202	G Street Park - 422 S G	04/14/2025	91.37	91.37	04/24/2025
151	NORTHWESTERN ENERGY	0709871-8 202	Star Addition - Lights	04/14/2025	277.82	277.82	04/24/2025
151	NORTHWESTERN ENERGY	0709873-4 202	800 W Cambridge - Pump Station	04/14/2025	22.91	22.91	04/24/2025
151	NORTHWESTERN ENERGY	0709874-2 202	Werner Addition Pump	04/08/2025	.00	.00	
151	NORTHWESTERN ENERGY	0709875-9 202	900 River Drive Pump	04/08/2025	401.02	401.02	04/24/2025
151	NORTHWESTERN ENERGY	0709876-7 202	132 South B Street - B St Well	04/09/2025	1,352.04	1,352.04	04/24/2025
151	NORTHWESTERN ENERGY	0709878-3 202	227 River Drive - Concessions sta	04/09/2025	54.05	54.05	04/24/2025
151	NORTHWESTERN ENERGY	0709879-1 202	227 River Drive - Softball Field	04/09/2025	10.29	10.29	04/24/2025
151	NORTHWESTERN ENERGY	0709891-6 202	15 Fleshman Creek-Cemetery Wo	04/14/2025	.00	.00	
151	NORTHWESTERN ENERGY	0709892-4 202	40 Water Tower Avenue	04/14/2025	50.05	50.05	04/24/2025
151	NORTHWESTERN ENERGY	0709894-0 202	56 Water Tower	04/07/2025	.00	.00	
151	NORTHWESTERN ENERGY	0709914-6 202	1011 River Dr - Edge Water Sewe	04/08/2025	.00	.00	
151	NORTHWESTERN ENERGY	0719058-0 202	3 Rogers Lane Lift Station	04/08/2025	.00	.00	
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	04/07/2025	.00	.00	
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	04/07/2025	.00	.00	
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	04/07/2025	.00	.00	
151	NORTHWESTERN ENERGY	0720176-7 202	Weimer Park	04/14/2025	37.16	37.16	04/24/2025
151	NORTHWESTERN ENERGY	1134866-1 202	N 2nd & Montana & Chinook	04/14/2025	42.60	42.60	04/24/2025
151	NORTHWESTERN ENERGY	1134879-4 202	N 7th & Montana & Chinook	04/14/2025	24.49	24.49	04/24/2025
151	NORTHWESTERN ENERGY	1155965-5 202	229 River Drive	04/14/2025	6.00	6.00	04/24/2025
151	NORTHWESTERN ENERGY	1290352-2 202	School Flasher Park & 13th	04/14/2025	9.60	9.60	04/24/2025
151	NORTHWESTERN ENERGY	1441030-2 202	D & Geyser Well House	04/09/2025	1,811.60	1,811.60	04/24/2025
151	NORTHWESTERN ENERGY	1452951-5 202	Starlow on Monroe	04/08/2025	.00	.00	
151	NORTHWESTERN ENERGY	1493850-0 202	412 W Callender	04/14/2025	46.62	46.62	04/24/2025
151	NORTHWESTERN ENERGY	1498936-2 202	I90 & 89S-ing	04/14/2025	6.40	6.40	04/24/2025
151	NORTHWESTERN ENERGY	1594141-2 202	9th & 10th Lift Station	04/08/2025	.00	.00	
151	NORTHWESTERN ENERGY	1613803-4 202	M & N on Callender	04/14/2025	33.68	33.68	04/24/2025
151	NORTHWESTERN ENERGY	1728687-3 202	Transfer Station 408 Bennett Stre	04/07/2025	.00	.00	
151	NORTHWESTERN ENERGY	1747570-8 202	D & E on Callender	04/14/2025	22.37	22.37	04/24/2025
151	NORTHWESTERN ENERGY	1747572-4 202	F & G on Callender	04/14/2025	11.42	11.42	04/24/2025
151	NORTHWESTERN ENERGY	1893530-4 202	600 W Park	04/14/2025	34.23	34.23	04/24/2025
151	NORTHWESTERN ENERGY	1893536-1 202	E Street & Alley	04/14/2025	15.07	15.07	04/24/2025
151	NORTHWESTERN ENERGY	1893541-1 202	18 W Park	04/14/2025	73.23	73.23	04/24/2025
151	NORTHWESTERN ENERGY	1906055-7 202	815 North 13th - Soccer Fields (Irr	04/14/2025	7.38	7.38	04/24/2025
151	NORTHWESTERN ENERGY	2023479-5 202	900 W Geyser Street School Light	04/14/2025	6.40	6.40	04/24/2025
151	NORTHWESTERN ENERGY	2023484-5 202	1100 W Geyser Street School Lig	04/14/2025	6.40	6.40	04/24/2025
151	NORTHWESTERN ENERGY	2114861-4 202	132 South B Street Lights	04/14/2025	115.23	115.23	04/24/2025
151	NORTHWESTERN ENERGY	2138754-3 202	G Street Park - Mike Webb Park	04/14/2025	14.67	14.67	04/24/2025
151	NORTHWESTERN ENERGY	2171060-3 202	Scale House 408 Bennett Street	04/14/2025	68.07	68.07	04/24/2025
151	NORTHWESTERN ENERGY	3015965-1 202	330 Bennett - Fire Training Center	04/14/2025	72.12	72.12	04/24/2025
151	NORTHWESTERN ENERGY	3093003-6 202	114 West Summit	04/14/2025	15.86	15.86	04/24/2025
151	NORTHWESTERN ENERGY	3093023-4 202	320 North Main	04/14/2025	.00	.00	
151	NORTHWESTERN ENERGY	3093027-5 202	105 West Park	04/14/2025	19.56	19.56	04/24/2025
151	NORTHWESTERN ENERGY	3141997-1 202	C & D on Lewis	04/14/2025	10.30	10.30	04/24/2025
151	NORTHWESTERN ENERGY	3184602-5 202	202 South 2nd	04/14/2025	17.39	17.39	04/24/2025
151	NORTHWESTERN ENERGY	3210240-2 202	616 River Drive	04/14/2025	6.00	6.00	04/24/2025
151	NORTHWESTERN ENERGY	3258086-2 202	2800 East Park Lift Station	04/14/2025	364.87	364.87	04/24/2025
151	NORTHWESTERN ENERGY	3258262-9 202	320 Alpenglowl Lift Station	04/07/2025	.00	.00	
151	NORTHWESTERN ENERGY	3267010-1 202	330 Bennett - Compactor	04/07/2025	.00	.00	
151	NORTHWESTERN ENERGY	3287727-6 202	320 Alpenglowl LN-	04/14/2025	38.47	38.47	04/24/2025
151	NORTHWESTERN ENERGY	3386783-9 202	Btwn G and H on Clark	04/14/2025	29.66	29.66	04/24/2025
151	NORTHWESTERN ENERGY	3386845-6 202	Btwn I and K on Callender	04/14/2025	22.99	22.99	04/24/2025
151	NORTHWESTERN ENERGY	3386846-4 202	Btwn 7th and 8th on Summit	04/14/2025	7.84	7.84	04/24/2025
151	NORTHWESTERN ENERGY	3506014-4 202	Brookstone/Elm	04/14/2025	.00	.00	
151	NORTHWESTERN ENERGY	3566038-0 202	114 East Callender	04/14/2025	22.01	22.01	04/24/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	3566039-8 202	115 East Lewis	04/14/2025	20.91	20.91	04/24/2025
151	NORTHWESTERN ENERGY	3585235-9 202	New WRF 316 Bennett	04/07/2025	.00	.00	
151	NORTHWESTERN ENERGY	3643752-3 202	115 East Clark	04/14/2025	.00	.00	
151	NORTHWESTERN ENERGY	3643753-1 202	112 East Clark	04/14/2025	35.28	35.28	04/24/2025
151	NORTHWESTERN ENERGY	3678204-3 202	502 River Dr. Pmp	04/09/2025	13.66	13.66	04/24/2025
151	NORTHWESTERN ENERGY	3725873-8 202	340 Bennett	04/14/2025	32.84	32.84	04/24/2025
151	NORTHWESTERN ENERGY	3753023-5 202	410 Bennett Transfer St Shop	04/07/2025	.00	.00	
151	NORTHWESTERN ENERGY	3787060-7 202	Green Acres Lights	04/14/2025	70.19	70.19	04/24/2025
151	NORTHWESTERN ENERGY	3787427-8 202	Green Acres	04/14/2025	215.31	215.31	04/24/2025
151	NORTHWESTERN ENERGY	3828216-6 202	203 W Callender	04/14/2025	38.93	38.93	04/24/2025
151	NORTHWESTERN ENERGY	3837245-4 202	220 E PARK	04/10/2025	473.98	473.98	04/24/2025
151	NORTHWESTERN ENERGY	3867654-0 202	2222 Willow Dr. Lt A	04/14/2025	21.47	21.47	04/24/2025
151	NORTHWESTERN ENERGY	3913678-3 202	Green Acres Park -	04/07/2025	.00	.00	
151	NORTHWESTERN ENERGY	3950711-6 202	Scenic Drive & Sweetgrass Lane	04/14/2025	42.59	42.59	04/24/2025
151	NORTHWESTERN ENERGY	4094896-0 202	207 Antelope Drive Lift Station (Fe	04/09/2025	.00	.00	
151	NORTHWESTERN ENERGY	4134094-4 202	200 E Reservoir	04/14/2025	106.18	106.18	04/24/2025
Total NORTHWESTERN ENERGY:					7,167.68	7,167.68	
O'REILLY AUTOMOTIVE, INC							
2437	O'REILLY AUTOMOTIVE, INC	1558-384516	BLUEDEF	03/28/2025	378.00	378.00	04/11/2025
Total O'REILLY AUTOMOTIVE, INC:					378.00	378.00	
PARK COUNTY							
272	PARK COUNTY	2025.4.1	REIM-RADIO	04/01/2025	7,700.00	7,700.00	04/11/2025
Total PARK COUNTY:					7,700.00	7,700.00	
PARK COUNTY TREASURER - TECH							
1702	PARK COUNTY TREASURER - T	2025.3	MARCH COLLECT	03/31/2025	290.00	290.00	04/11/2025
Total PARK COUNTY TREASURER - TECH:					290.00	290.00	
PARK COUNTY TREASURER/M.L.E.A.							
2156	PARK COUNTY TREASURER/M.	2025.3	MARCH COLLECTIONS	03/31/2025	350.00	350.00	04/11/2025
Total PARK COUNTY TREASURER/M.L.E.A.:					350.00	350.00	
PARK COUNTY VICTIM WITNESS							
1544	PARK COUNTY VICTIM WITNES	2025.3	MARCH COLLECTIONS	03/31/2025	385.00	385.00	04/11/2025
Total PARK COUNTY VICTIM WITNESS:					385.00	385.00	
PITNEY BOWES							
10001	PITNEY BOWES	2025.3.3	postage	03/03/2025	1,000.00	1,000.00	03/03/2025
Total PITNEY BOWES:					1,000.00	1,000.00	
POLYDYNE INC.							
3144	POLYDYNE INC.	1915086	Clarifloc	03/27/2025	7,590.00	7,590.00	04/11/2025
Total POLYDYNE INC.:					7,590.00	7,590.00	
PRESTIGE WORLDWIDE TECHNOLOGIES LLC							
3807	PRESTIGE WORLDWIDE TECH	2786	FLOMATIC CHECK VALVE	04/17/2025	490.00	490.00	04/24/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PRESTIGE WORLDWIDE TECHNOLOGIES LLC:					490.00	490.00	
PURCELL,CASEY							
3182	PURCELL,CASEY	1	TIRE CHAINS	04/18/2025	500.00	500.00	04/24/2025
Total PURCELL,CASEY:					500.00	500.00	
RIVERSIDE HARDWARE LLC							
3659	RIVERSIDE HARDWARE LLC	247073	HANMER ROTARY	04/08/2025	312.97	312.97	04/24/2025
Total RIVERSIDE HARDWARE LLC:					312.97	312.97	
ROCKY MOUNTAIN SUPPLY INC							
10006	ROCKY MOUNTAIN SUPPLY INC	4719	DIESEL 641G	03/25/2025	1,788.39	1,788.39	04/11/2025
10006	ROCKY MOUNTAIN SUPPLY INC	7354	DIESEL 778G	04/10/2025	2,123.94	2,123.94	04/24/2025
Total ROCKY MOUNTAIN SUPPLY INC:					3,912.33	3,912.33	
SAFETRAC							
3143	SAFETRAC	47870	CDL Services	04/01/2025	93.60	93.60	04/24/2025
3143	SAFETRAC	47870	CDL Services	04/01/2025	84.80	84.80	04/24/2025
3143	SAFETRAC	47870	CDL Services	04/01/2025	281.00	281.00	04/24/2025
3143	SAFETRAC	47870	CDL Services	04/01/2025	194.00	194.00	04/24/2025
3143	SAFETRAC	47870	CDL Services	04/01/2025	84.80	84.80	04/24/2025
3143	SAFETRAC	47870	CDL Services	04/01/2025	62.40	62.40	04/24/2025
3143	SAFETRAC	48016	EMPLOYMENT SCREEN	03/31/2025	519.30	519.30	04/24/2025
Total SAFETRAC:					1,319.90	1,319.90	
SCJ ALLIANCE CONSULTING SERVICES							
10006	SCJ ALLIANCE CONSULTING S	80659	PROFESSIONAL SERVICES	04/07/2025	2,221.25	2,221.25	04/11/2025
Total SCJ ALLIANCE CONSULTING SERVICES:					2,221.25	2,221.25	
SPECIAL LUBE							
1814	SPECIAL LUBE	224-280-26355	Oil Change	04/12/2025	60.00	60.00	04/24/2025
Total SPECIAL LUBE:					60.00	60.00	
SUNSET CHEVROLET INC							
10007	SUNSET CHEVROLET INC	219280	2025 CHEVROLET	04/23/2025	61,200.00	61,200.00	04/24/2025
Total SUNSET CHEVROLET INC:					61,200.00	61,200.00	
TEAR IT UP L.L.C.							
2999	TEAR IT UP L.L.C.	65184	ShreADDING-SHANE CENTER	04/09/2025	753.60	753.60	04/11/2025
Total TEAR IT UP L.L.C.:					753.60	753.60	
THOMSON REUTERS - WEST							
2823	THOMSON REUTERS - WEST	851731057	SOFTWARE	04/01/2025	443.62	443.62	04/11/2025
Total THOMSON REUTERS - WEST:					443.62	443.62	
TRACTOR & EQUIPMENT CO							
10005	TRACTOR & EQUIPMENT CO	BZW02818950	TEST CHECK & ADJUST ELECT	03/07/2025	2,258.30	2,258.30	04/24/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10005	TRACTOR & EQUIPMENT CO	BZW02821439	FIELD LABOR CAT	03/12/2025	2,582.14	2,582.14	04/24/2025
10005	TRACTOR & EQUIPMENT CO	BZW02821441	CAT GRADER	03/12/2025	983.84	983.84	04/24/2025
Total TRACTOR & EQUIPMENT CO:					5,824.28	5,824.28	
UPS STORE #2420, THE							
292	UPS STORE #2420, THE	2025.4.10	Shipment	04/10/2025	13.44	13.44	04/24/2025
Total UPS STORE #2420, THE:					13.44	13.44	
USA BLUEBOOK							
1430	USA BLUEBOOK	INV00673027	PHOSPHORUS	04/04/2025	327.58	327.58	04/24/2025
Total USA BLUEBOOK:					327.58	327.58	
UTILITIES UNDERGROUND LOCATION							
3472	UTILITIES UNDERGROUND LO	5035098	Excavation Notifica	03/31/2025	58.33	58.33	04/11/2025
3472	UTILITIES UNDERGROUND LO	5035098	Excavation Notifica	03/31/2025	58.33	58.33	04/11/2025
3472	UTILITIES UNDERGROUND LO	5035098	Excavation Notifica	03/31/2025	58.34	58.34	04/11/2025
Total UTILITIES UNDERGROUND LOCATION:					175.00	175.00	
VERIZON WIRELESS							
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	59.61	59.61	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	45.48	45.48	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	18.77	18.77	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	18.77	18.77	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	18.77	18.77	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	59.61	59.61	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	18.77	18.77	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	20.85	20.85	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	59.61	59.61	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	18.77	18.77	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	18.77	18.77	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	18.77	18.77	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	18.77	18.77	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	13.62	13.62	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	41.70	41.70	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	41.70	41.70	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	10.72	10.72	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	10.72	10.72	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	20.85	20.85	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	59.61	59.61	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	44.77	44.77	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	246.12	246.12	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	18.77	18.77	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	45.48	45.48	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	45.48	45.48	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	11.56	11.56	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	45.48	45.48	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	18.77	18.77	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	18.77	18.77	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	44.76	44.76	04/24/2025
879	VERIZON WIRELESS	6110525857	APRIL CELLPHONES	04/08/2025	.00	.00	
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	18.40	18.40	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	58.43	58.43	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	18.40	18.40	04/24/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	18.40	18.40	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	18.40	18.40	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	58.43	58.43	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	18.40	18.40	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	40.90	40.90	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	18.40	18.40	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	58.43	58.43	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	21.75	21.75	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	18.40	18.40	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	18.40	18.40	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	11.33	11.33	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	11.33	11.33	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	18.40	18.40	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	18.40	18.40	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	11.33	11.33	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	58.49	58.49	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	18.40	18.40	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	18.40	18.40	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	18.40	18.40	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	11.33	11.33	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	40.90	40.90	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	18.40	18.40	04/24/2025
879	VERIZON WIRELESS	6110525858	APRIL CELLPHONES	04/08/2025	679.56	679.56	04/24/2025
879	VERIZON WIRELESS	6110525859	APRIL CELLPHONES	04/08/2025	49.92	49.92	04/24/2025
879	VERIZON WIRELESS	6110525859	APRIL CELLPHONES	04/08/2025	49.92	49.92	04/24/2025
879	VERIZON WIRELESS	6110525859	APRIL CELLPHONES	04/08/2025	49.92	49.92	04/24/2025
879	VERIZON WIRELESS	6110525859	APRIL CELLPHONES	04/08/2025	49.92	49.92	04/24/2025
879	VERIZON WIRELESS	6110525859	APRIL CELLPHONES	04/08/2025	49.92	49.92	04/24/2025
879	VERIZON WIRELESS	6110525859	APRIL CELLPHONES	04/08/2025	86.54	86.54	04/24/2025
879	VERIZON WIRELESS	6110525859	APRIL CELLPHONES	04/08/2025	49.92	49.92	04/24/2025
879	VERIZON WIRELESS	6110525859	APRIL CELLPHONES	04/08/2025	49.92	49.92	04/24/2025
879	VERIZON WIRELESS	6110525859	APRIL CELLPHONES	04/08/2025	49.92	49.92	04/24/2025
879	VERIZON WIRELESS	6110525859	APRIL CELLPHONES	04/08/2025	49.92	49.92	04/24/2025
879	VERIZON WIRELESS	6110525859	APRIL CELLPHONES	04/08/2025	49.92	49.92	04/24/2025
879	VERIZON WIRELESS	6110525859	APRIL CELLPHONES	04/08/2025	49.92	49.92	04/24/2025
879	VERIZON WIRELESS	6110525859	APRIL CELLPHONES	04/08/2025	24.00	24.00	04/24/2025
879	VERIZON WIRELESS	6110525859	APRIL CELLPHONES	04/08/2025	49.92	49.92	04/24/2025
879	VERIZON WIRELESS	6110525859	APRIL CELLPHONES	04/08/2025	49.92	49.92	04/24/2025
879	VERIZON WIRELESS	6110525859	APRIL CELLPHONES	04/08/2025	49.92	49.92	04/24/2025
879	VERIZON WIRELESS	6110525859	APRIL CELLPHONES	04/08/2025	49.92	49.92	04/24/2025

Total VERIZON WIRELESS:

3,140.27

3,140.27

WHISTLER TOWING, LLC

3237	WHISTLER TOWING, LLC	8642	Towing	04/04/2025	481.25	481.25	04/11/2025
3237	WHISTLER TOWING, LLC	8723	TOW FORD	04/08/2025	357.00	357.00	04/24/2025

Total WHISTLER TOWING, LLC:

838.25

838.25

XYLEM WATER SOLUTIONS U.S.A, INC.

2432	XYLEM WATER SOLUTIONS U.S	3556D67975	NP462-3	03/24/2025	9,623.24	9,623.24	04/11/2025
2432	XYLEM WATER SOLUTIONS U.S	3556D70211	MEMBRANE, DIFFUSER	04/08/2025	14,848.07	14,848.07	04/24/2025

Total XYLEM WATER SOLUTIONS U.S.A, INC.:

24,471.31

24,471.31

YELLOWSTONE NEWS GROUP

10005	YELLOWSTONE NEWS GROUP	618842	SEWER I&I	04/05/2025	216.00	216.00	04/24/2025
-------	------------------------	--------	-----------	------------	--------	--------	------------

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10005	YELLOWSTONE NEWS GROUP	620473	ANNUAL DRINKING WATER	04/16/2025	456.00	456.00	04/24/2025
Total YELLOWSTONE NEWS GROUP:					672.00	672.00	
YELLOWSTONE SPORTING GOODS							
576	YELLOWSTONE SPORTING GO	183190	CaLCUTTA AERATOR COOLER	04/08/2025	29.99	29.99	04/24/2025
Total YELLOWSTONE SPORTING GOODS:					29.99	29.99	
Grand Totals:					825,079.87	825,079.87	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

File Attachments for Item:**C. JUDGES MONTHLY REPORT FOR MARCH 2025**

LIVINGSTON CITY COURT
MONTHLY FINANCIAL REPORT

Month: MARCH 2025

Dismissed-Plea Agreement:	4
" Pretrial Diversion/Deferred:	2
" Miscellaneous:	5
Paid Fines:	26

Monthly Total: 37

Paid-Bond Forfeit/Fines/Time Payments: \$7,004.12

Parking Enforcement & Police issued Parking Tickets: \$2,537.50

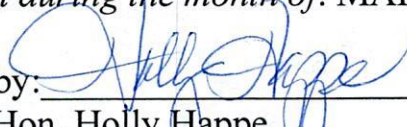
TOTAL \$9,541.62

MLEA Surcharge:	\$205.62
TECH Surcharge:	\$195.00
Victim/Witness Surcharge:	\$201.00
MISD Surcharge:	\$310.00
Court Costs	\$ 45.00

TOTAL: (\$ 1,705.00)

Total amount credited to City of Livingston General Fund: \$7,836.62

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

Prepared by: 
Hon. Holly Happe
Livingston City Judge

Date: 4-16-25

File Attachments for Item:

**D. AGREEMENT 20171 WITH NORTHERN ROCKIES AGENCY INC FOR STREET LIGHT POLES
AND BALLAST**



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: May 6, 2025
TO: Chair Schwarz and City Commissioners
FROM: Grant Gager, City Manager
RE: Staff Report for Purchase Order 20171 with Northern Rockies Agency, Inc.

Recommendation and Summary

Staff is recommending the Commission Approve the purchase of street light poles, bases and heads and associated equipment with Northern Rockies Agency Inc. by adopting the following motion:

"I move to approve Purchase Order 20171 with Northern Rockies Agency Inc. and authorize the City Manager to sign the Purchase Order."

The reasons for the recommendation are as follows:

- The City requires certain equipment to maintain and operate the municipal street light system.
- The City Procurement Guidelines require City Commission approval for purchases over \$50,000.

Introduction and History

The City Public Works Department's Street Division operates the City's municipal street light system. As part of that, the City periodically replaces poles and other equipment in the system.

Analysis

The purchase order will enable the deployment of new light poles as current models are damaged.

Fiscal Impact

The purchase of the equipment is the Fiscal Year 2025 budget.

Strategic Alignment

Street lights enable the City to effectively operate the street light system.

Attachments

- Attachment A: Purchase Order 20171



Purchase Order

Number: 20171
Date: 4/17/2025

Vendor: NORTHERN ROCKIES AGENCY INC
246 TIMBERLINE DR
BOZEMAN MT 59718

Quantity	Description	Unit Cost	Total Cost
6	6 MSL POLES S55 HEADS - SEE ATTACHED	\$2,929.00	\$17,574.00
6	BASE FLAT BLACK W/2 PIECE BASE - SEE ATTACHED	\$449.00	\$2,694.00
1	5/8 POLES FREIGHT		
17	HEAD 10-35W32LED3K	\$1,668.00	\$28,356.00
6	S55-35W32LED4K	\$1,598.00	\$9,588.00
Total			\$ 58,212.00

The City of Livingston is a tax-exempt political subdivision of the State of Montana. Please confirm this City of Livingston Purchase Order with Shannon Holmes, at SHolmes@LivingstonMontana.org or (406) 222-5667.

Please Ship Above Listed Items to:

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

Order Submitted By:

Grant Gager
City Manager

File Attachments for Item:**E. AGREEMENT 20172 WITH FERGUSON WATERWORKS FOR METERS**



DATE: May 6, 2025
TO: Chair Schwarz and City Commissioners
FROM: Grant Gager, City Manager
RE: Staff Report for Purchase Order 20172 with Ferguson Waterworks

Recommendation and Summary

Staff is recommending the Commission Approve the purchase of water meters and associated equipment with Ferguson Waterworks by adopting the following motion:

"I move to approve Purchase Order 20172 with Ferguson Waterworks and authorize the City Manager to sign the Purchase Order."

The reasons for the recommendation are as follows:

- The City requires certain equipment to maintain and operate the municipal water system.
- The City Procurement Guidelines require City Commission approval for purchases over \$50,000.

Introduction and History

The City Public Works Department's Water Division operates the City's municipal water system. As part of that, the City periodically replaces water meters and other equipment in the system. The City is in the process of migrating to the Ferguson iPerl meters that can be remotely read from tower mounted equipment that was previously approved for purchase by the City Commission.

Analysis

The purchase order will enable the deployment of new meters as current models fail.

Fiscal Impact

The purchase of the meters is the Fiscal Year 2025 budget.

Strategic Alignment

Water meters enable the City to effectively collect revenue to support operations.

Attachments

- Attachment A: Purchase Order 20172



Purchase Order

Number: 20172
Date: 4/21/2025

Vendor: FERGUSON WATERWORKS
465 MOORE LN
BILLINGS MT 59101-0000

1	SC1X1XXBG1AXXXND	1.5" OMNI METER	\$1,644.42	\$1,644.42
1	SG1X1PSPBG1WXXSD	1.5" CORDONEL METER	\$2,348.95	\$2,348.95
1	SC2X1XXBG1AXXXND	2" OMNI METER	\$1,917.02	\$1,917.02
1	SG2X1PSPBF1SXXND	2" CORDONEL METER	\$2,865.78	\$2,865.78
27	S5396353752201MI	M520M-F1-TC-XE-MI PIT	\$203.600	\$5,497.20
1	FMAGTARIFFSUR	MANUFACTURER SURCHARGE	\$142.83	\$142.83
250	S12S3GBXX	3/4S IPERL METER	\$177.14	\$44,285.00
250	S5396353751202MI	1P NOPIT	\$193.25	\$48,312.50
1	FMAGTARIFFSUR	MANUFACTURER SURCHARGE	\$5,092.86	\$5,092.86
			TOTAL	\$112,106.56

The City of Livingston is a tax-exempt political subdivision of the State of Montana. Please confirm this City of Livingston Purchase Order with Shannon Holmes, at SHolmes@LivingstonMontana.org or (406) 222-5667.

Please Ship Above Listed Items to:

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

Order Submitted By:

Grant Gager
City Manager

File Attachments for Item:

F. AGREEMENT 20173 WITH TD&H ENGINEERING



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: May 6, 2025
TO: Chair Schwarz and City Commissioners
FROM: Shannon Holmes, Public Works Director
RE: Staff Report for Construction Inspection and Administration Services – 2025
 Sanitary Sewer Inflow & Infiltration Reduction Project

Recommendation and Summary

Staff is recommending the Commission Approve Professional Services Agreement 20173 with TD&H Engineering to provide Construction Inspection and Administration Services for the 2025 Sanitary Sewer Inflow & Infiltration (I&I) Reduction Project by adopting the following motion:

"I move to approve Professional Services Agreement 20173 with TD&H Engineering and authorize the Chair and City Manager to sign the Agreement."

The reasons for the recommendation are as follows:

- The project includes the rehabilitation of existing sewer mains by trenchless construction methods (pipe bursting and Cured-in-Place Pipe) and reinstatement of sewer services impacted.
- TD&H is the City's term contracted civil engineering firm and completed the design for the project.

Introduction and History

The project was identified as a priority project in the 2020 Inflow & Infiltration Study. The City applied for an ARPA grant in 2023. The City of Livingston was approved for an American Rescue Plan Act (ARPA) Grant on November 29th, 2023 for \$1,354,721.00 with a required city match of \$571,279.00.

The design and construction of the project is being funded by ARPA and City matching funds. Through flow data review, TV inspections, site visits and conversations with City staff, TD&H was able to identify that inflow and infiltration predominantly occurs in portions of the collection system located in the south and east part of town. This project will eliminate Inflow and Infiltration in the



sewer main in Lewis Street, KPRK area and south of C&P Packing. This is a standard agreement that we have executed with TD&H on past projects.

Analysis

The project that will decrease groundwater infiltration in the sewer collection system and decrease the seasonal flow into the Water Reclamation Facility during high flows of the Yellowstone River. Ultimately, this project will increase the hydraulic capacity for development growth in the City by reducing the treatment of groundwater from infiltration.

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

- Agency coordination (ARPA, BNSF, MDEQ, DNRC)
- Shop drawing and submittal review
- Preconstruction conference
- Construction inspection and material testing
- Project administration and weekly meetings
- Project closeout and record drawings

Fiscal Impact

This work and project are included in the FY 25 budget. The Professional Services Agreement of \$109,000 with a contingency of \$10,900 represents less than nine percent of the construction cost for the project which is less than the industry standard. The Agreement provides a ten percent contingency to cover any extension of the contractor's contract days based on the weather and any unforeseen issues. This Agreement stipulates a time and material basis of billing and TD&H has been under the Agreement amount in previous projects.

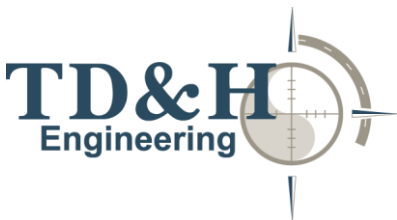
Strategic Alignment

This project satisfies Growth Policy strategy 9.1.2.5: Coordinate sanitary sewer replacement and wastewater system expansion with increase growth. Strategy 9.1.2.6 Promote water conservation and strategy 9.1.4.1: Review existing funding sources and tools to ensure availability for improvement of existing and development of new community assets.

Attachments

- Attachment A: TD&H Proposal
- Attachment B: Professional Services Agreement
- Attachment C: I&I ARPA award letter

234 East Babcock Street
Suite 3
Bozeman, MT 59715



406.586.0277
tdhengineering.com

May 1, 2025

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

**RE: PROPOSAL FOR CONSTRUCTION ADMINISTRATION FOR
2025 SANITARY SEWER I&I IMPROVEMENTS**

Dear Shannon,

Thank you for the opportunity to submit this proposal to provide engineering services for construction during the 2025 Sanitary Sewer I&I project.

SCOPE OF WORK - ENGINEERING

Our scope of work for work includes:

- Agency coordination (ARPA and BNSF).
- Shop drawing review.
- Preconstruction conference.
- Construction inspection and testing.
- Project administration and weekly meetings.
- Project closeout and record drawings.

Our proposed scope covers from construction initiation and inspection to submitting record drawings to MDEQ and ultimately provide a certification of compliance and acceptance package for work in the 2025 I&I project.

SCHEDULE AND FEE

Contract time for both schedules is estimated at 195 calendar days, which equates to almost 28 weeks of construction. We have also included several trips for our senior level construction manager/P.E., Mike Kirkpatrick, to support high communication with the Contractor, work through the construction issues and coordination with subcontractors and agencies. Our estimated fees for the scope outlined above are listed below:

1. Construction Inspection and Administration	\$108,000
2. Record Drawings	\$1,000
Subtotal	\$109,000
10% Contingency	\$10,900
TOTAL CONSTRUCTION ADMINISTRATION FEE	<u>\$119,900</u>

In previous City projects, our construction administration (CA) fee has been estimated based on contract time. This method has been efficient and accurate to estimate the general oversight fee for construction and we anticipate it would be a good approach again this year. A second approach to estimating the CA fee is to review the construction cost and use approximately 10% of the low bid price. For this project, the percentage of the low bid approach is a higher amount than our CA estimate using contract days, so we propose using the contract days to calculate the CA fee for this project and we are comfortable with the fee. Our proposed fee is approximately 9% of the anticipated construction cost.

As in years past, if we do not reach the total CA estimated fee, we will not bill the City and if the fee ends up higher, we will finish the project on time and materials budget as approved by the City.

Thank you for the opportunity to submit this proposal. We appreciate your confidence in our firm, and we look forward to continuing our work with you on this project. If you have any questions or comments regarding this proposal or wish to discuss the scope of services, please call.

Sincerely,



Matt McGee, PE
Project Manager
TD&H ENGINEERING

J:\2023\B23-104 Livingston I&I Project\03_PROJECT MANAGEMENT\CONTRACTS\CA\LIVINGSTON
2025 SANITARY SEWER I&I CONSTRUCTION ADMINISTRATION PROPOSAL.DOC

PROFESSIONAL SERVICES AGREEMENT 20173

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

RECITALS:

- A. The City desires to complete the project commonly known as the 2025 Sanitary Sewer Inflow and Infiltration Reduction 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 One Hundred and Nine Thousand Dollars (\$109,000.00); provided, however, the Parties may agree to additional compensation in an amount not to exceed Ten Thousand Nine Hundred Dollars (\$10,900.00) 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 two construction schedules is estimated at 195 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]

DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

Conservation and Resource Development Division



GREG GIANFORTE, GOVERNOR

1539 ELEVENTH AVENUE

STATE OF MONTANA

DIRECTOR'S OFFICE: (406) 444-2074
FAX: (406) 444-2684

PO BOX 201601
HELENA, MONTANA 59620-1601

November 29, 2023

Grant Gager
Livingston, City of
220 E. Park Street
Livingston, MT 59047

Re: Livingston Sewer Inflow and Infiltration Reduction

Dear Grant Gager:

Please find enclosed American Rescue Plan Act (ARPA) Water & Sewer sub-award through House Bill 632 for the Livingston Sewer Inflow and Infiltration Reduction project. These funds are a sub-award of the ARPA funding provided to the State of Montana under Assistance Listing Number (ALN) (formerly known as CFDA) 21.027 and are contingent upon activities within the project meeting ARPA eligibility and all applicable guidance as well as conditional on funding availability from the federal Department of Treasury.

Projects such as yours provide the necessary investments in water and sewer infrastructure Montanans need as part of our state's economic recovery.

This award will be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. The Audit Requirements of the Uniform Guidance, including implementing the Single Audit Act, shall apply to this award. Please see Treasury's guidance [\[https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf\]](https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf) for more detailed information on reporting and auditing requirements. Please note that cost overruns beyond the award will be the responsibility of the subrecipient.

Please sign the sub-award and return. Following signature from DNRC, we will return an executed copy for your records. If you have any questions, please contact Coleen O'Rourke, Grant Manager at the Department of Natural Resources and Conservation, at 406-594-3184 or coleen.orourke@mt.gov.

Again, congratulations and good luck on the successful completion of your project.

Sincerely,

Coleen S. O'Rourke

Coleen O'Rourke
ARPA Grant Manager

AMERICAN RESCUE PLAN ACT (ARPA)
GRANT AGREEMENT
CONSERVATION AND RESOURCE DEVELOPMENT DIVISION
MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

Recipient: Livingston, City of

Project Name: Livingston Sewer Inflow and Infiltration Reduction

Grant Number: AM-23-0290

Submission ID: 31403442

Declarations

- Section 1. Purpose
- Section 2. Term
- Section 3. DNRC's Role
- Section 4. Project Scope
- Section 5. Project Budget
- Section 6. Availability of Funds
- Section 7. Disbursement
- Section 8. Reports
- Section 9. Records and Audits
- Section 10. Project Monitoring and Access for Inspection and Monitoring
- Section 11. Employment Status and Workers' Compensation
- Section 12. Equal Employment
- Section 13. Indemnity and Liability
- Section 14. Compliance with Applicable Laws
- Section 15. Copyright - Government Right to Use
- Section 16. Acknowledgement of Support
- Section 17. Conflicts of Interest.
- Section 18. Remedial Actions
- Section 19. Hatch Act
- Section 20. False Statements
- Section 21. Debts Owed to the Federal Government
- Section 22. Disclaimer
- Section 23. Protections for Whistleblowers
- Section 24. Increasing Seat Belt Use in the United States

In Process

- Section 25. Reducing Text Messaging While Driving
- Section 26. Failure to Comply
- Section 27. Assignment and Amendment
- Section 28. Montana Law and Venue
- Section 29. Waiver
- Section 30. Entire Agreement
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting Requirements
- Attachment D – Assurance of Compliance with Civil Rights Requirements

In Process

FOR DNRC USE ONLY

Maximum Amount under this Grant: \$1,354,721.00

Source of Funds

Fund Name	Fund No.
ARPA State Recovery Section 602	03920

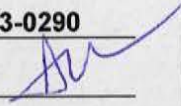
ALN#
21.027FAIN #
SLFRP1747

Subclass	Org. No.	Amount
54042	34233314M	\$1,354,721.00


Appropriation Authority: 67th Legislature 2021 HB632

Approved

No. AM-23-0290

Division 

F.S.O. _____

Legal. 

GRANT AGREEMENT BETWEEN THE MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION AND LIVINGSTON, CITY OF

THIS SUBAWARD (also referenced as "Grant Agreement" or "Agreement"), is administered by the Montana Department of Natural Resources and Conservation (DNRC) by the Resource Development Bureau (Program) and is accepted by **Livingston, City of**, hereinafter referred to as the Subrecipient and represented by **Grant Gager**, and successors, **City Manager, 220 E. Park Street, Livingston, MT 59047, citymanager@livingstonmontana.org, 1(406) 823 - 6000**. Both parties agree to the following terms and conditions:

SECTION 1. PURPOSE. Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 602, which authorizes the United States Department of Treasury ("Treasury") to make payments to certain subrecipients from the Coronavirus State Fiscal Recovery Fund ("ARPA funds"). House Bill 632 governs the State's appropriation. The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for **Livingston Sewer Inflow and Infiltration Reduction**.

SECTION 2. TERM. The effective date of this Agreement is the date of last signing and ends **December 31, 2025**. As set forth in the Treasury's Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Interim Final Rule 86 Fed. Reg. 26786 ("Rule") and associated guidance issued on May 10, 2021, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021, and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in **SECTION 8. REPORTS** have been received by DNRC.

SECTION 3. DNRC's ROLE. DNRC is administering funds awarded by the Legislature to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. DNRC will monitor project expenditures to assure payment eligibility. DNRC assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project. The DNRC liaison for this Agreement is Coleen O'Rourke at 406-594-3184, coleen.orourke@mt.gov, DNRC/CARDD, PO BOX 201601, Helena, MT 59620-1601. All requests for information and assistance, claims for grant funds, and reports shall be submitted to the DNRC liaison.

SECTION 4. PROJECT SCOPE. The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the **American Rescue Plan Act** Program Application dated **August 2022** are also incorporated herein by this reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

4.1 Plans and specifications for this project shall be prepared by a registered professional engineer licensed to practice in his or her areas of competence in the State of Montana. Plans and specifications shall be submitted to the Montana Department of Environmental Quality (DEQ) for review and approval prior to construction. Construction shall be in strict accordance with DEQ approved plans and specifications.

4.2 N/A

SECTION 5. PROJECT BUDGET. A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the DNRC liaison. A transfer of funds between budget categories exceeding 10% of the total grant will require an amendment of the agreement. Requests to modify the approved budget must be submitted in writing to the DNRC liaison for approval and must be made in advance of reimbursement requests.

SECTION 6. AVAILABILITY OF FUNDS. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible. If a project is unable to secure necessary match funding as required by HB 632, DNRC may recoup ARPA funding. This section shall survive termination of this Agreement.

6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2.503 ARM) decision notice must be approved by the DNRC before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.

6.2 The DNRC must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the DNRC's continuation of performance of this Agreement in a subsequent fiscal period (§18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the DNRC shall terminate this Agreement as required by law. The DNRC shall provide the Subrecipient with the date the State's termination shall take effect. The DNRC shall not be liable to the Subrecipient for any payment that

would have been payable had the Agreement not been terminated under this provision. The DNRC shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the DNRC's termination takes effect. This is the Subrecipient's sole remedy. The DNRC shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

SECTION 7. DISBURSEMENTS. The Subrecipient must submit reimbursement claims for funds to DNRC. Funds can only be expended for work described in SECTION 4. SCOPE OF WORK. The Subrecipient shall submit a complete vendor invoice, signed by the Authorized Recipient, itemizing actual project expenses that can be documented with accounting records. To receive payment, the Subrecipient shall submit a project progress report described in SECTION 8. REPORTS, and supporting documentation: proof of payment, receipts, vendor invoices, inspection certificates, timesheets, in-kind labor, and other documentation of expenses incurred.

DNRC only reimburses direct costs associated with the project. Direct costs are those which can be identified specifically as costs of implementing the approved project such as staff time directly attributable to the project, contracted expenses, materials and supplies for the project. DNRC cannot reimburse indirect costs, those that are incurred by the subrecipient in support of general business operations, but which are not attributable to a specific funded project.

DNRC will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. DNRC will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET, within the dates identified in SECTION 2. TERM, and that are clearly and accurately supported by the Subrecipient reports to DNRC. Total payment for all purposes under this Agreement shall not exceed **\$1,354,721.00**.

7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the DNRC liaison within 90 calendar days after the expiration of this Agreement to receive payment.

7.2 DNRC will withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by DNRC.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting progress reports, a final report, and a signed Certificate of Compliance to DNRC at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the DNRC liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT – GOVERNMENT RIGHT TO USE.

8.1 Quarterly progress reports for the periods ending each March, June, September, and December shall be submitted to the DNRC liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the DNRC liaison within 15 calendar days following the close of the quarterly period. No claims for disbursements will be honored if the quarterly report has not been approved or if there is a delinquent report.

8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment C. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon DNRC receipt and approval of a report that meets requirements described in Attachment C.

8.3 N/A

8.4 N/A

8.5 Recipient agrees to comply with any additional reporting obligations established by Treasury, as it relates to this award.

SECTION 9. RECORDS AND AUDITS. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The DNRC, the Montana legislative auditor, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. DNRC, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

SECTION 11. EMPLOYMENT STATUS AND WORKER'S COMPENSATION.

The project is for the benefit of the Subrecipient. DNRC is not an owner or general contractor for the project and DNRC does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the State of Montana or DNRC. The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to DNRC as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

SECTION 12. EQUAL EMPLOYMENT. In accordance with § 49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

SECTION 13. DEFENSE, INDEMNITY, AND LIABILITY. Subrecipient shall protect, defend, indemnify, and save harmless the State of Montana, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient,

or any act or omission of Subrecipient's officers, agents, employees, or subrecipients. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the project or required to be obtained by the time of completion of the project to be eligible for reimbursement funds under this Agreement. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§ 85-2-302(1), MCA), Change in Appropriation Right Authorization (§ 85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required permits or authorizations issued by DNRC or other state, federal, or local agency will be approved. The DNRC may review any procurement solicitations that Subrecipient issues. The DNRC's review and comments will not constitute an approval of the solicitation. Regardless of the DNRC's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the DNRC identifies any deficiencies, then the Department shall communicate those deficiencies to the Subrecipient within seven business days.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 18-2-401 to -432, MCA).

14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2.503 ARM); and provide all required information requested by the DNRC related to any required MEPA decision.

14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition

in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. part 180 and Treasury's implementing regulation at 31 C.F.R. part 19.

- v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- a. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
 - vi. the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 et seq.);
 - vii. the Uniform Federal Accessibility Standards (UFAS), as published by the United States Access Board;
 - viii. the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970;
 - ix. the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 CFR § 10.4);
 - x. the Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
 - xi. the Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
 - xii. the Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.),

as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE. Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the State of Montana will have a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for state government purposes.

SECTION 16. ACKNOWLEDGMENT OF SUPPORT. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP1747 awarded to State of Montana by the U.S. Department of the Treasury."

SECTION 17. CONFLICTS OF INTEREST. Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. §200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

SECTION 18. REMEDIAL ACTIONS. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

SECTION 19. HATCH ACT. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

SECTION 20. FALSE STATEMENTS. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT.

21.1 Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.

21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

SECTION 22. DISCLAIMER.

22.1 The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

22.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.

23.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

23.2 The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.

23.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. DNRC may request from Subrecipient copies of the information it provides its employees.

SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

SECTION 26. FAILURE TO COMPLY, BREACH, DEFAULT, REMEDIES.

26.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives or orders from DNRC, DNRC may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the DNRC all unexpended funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the DNRC Conservation and Resource Development Division.

26.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:

- i. failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
- ii. the Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or any Subrecipient breach/default specified in another section of this Agreement.

26.3 Upon the occurrence of a breach, the DNRC shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.

However, if the DNRC determines that a public safety issue or an immediate public crisis exists, the DNRC will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the DNRC, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.

26.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the DNRC may exercise any or all the following remedies:

- i. pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
- ii. terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
- iii. suspend Subrecipient's performance; and
- iv. withhold applicable payment until the default is remedied.

26.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

SECTION 27. ASSIGNMENT AND AMENDMENT. This Agreement is not assignable. Amendment may be accomplished only by express written agreement of the parties. Amendments will be attached as an integral component of this Agreement.

SECTION 28. MONTANA LAW AND VENUE. Any action or judicial proceeding for enforcement of the terms of this Agreement shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the First Judicial District, Lewis and Clark County, Montana. Each party will bear their own costs and attorney's fees.

SECTION 29. WAIVER. A waiver of any particular provision of this Agreement by the DNRC shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the DNRC from insisting on strict compliance with this Agreement in other circumstances.

SECTION 30. ENTIRE AGREEMENT. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The Subrecipient, **Livingston, City of**, hereby accepts this grant (**AM-23-0290**) according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the Department of Natural Resources and Conservation.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

Recipient:

By: _____
Subrecipient Signature

Grant Gager City Manager

Subrecipient Print Name and Title

For: Livingston, City of
Entity Name

Entity Tax ID # NJM6DWE7LBM3
Unique Entity Identifier # (UEI)

Date

Department of Natural Resources and Conservation:

By: _____
DNRC Signature

Print Name and Title

For: The Montana Department of Natural Resources and Conservation

Date

Attachment A - Scope of Work

Livingston Sewer Inflow and Infiltration Reduction

Background

The City of Livingston's wastewater collection system was originally constructed in 1922. Many of the original mains are still present within the system and have become cracked, broken, and deficient. These mains are contributing the high inflow and infiltration (I&I) seen throughout the system. The City has been replacing these aging mains as funds are available. In June 2020, an I&I study was completed and included TV inspection and manhole survey of select mains and manholes. The E. Lewis Street and Miles Street Transmission Mains were identified as the highest priority main repair and replacement to mitigate the City's elevated I&I.

The goal of this project is to provide reliable sanitary sewer service and quality wastewater treatment by replacing and repairing the City of Livingston's deficient transmission mains known to contribute elevated I&I volumes to the Water Reclamation Facility.

Scope of Work

This project will replace and upsize existing sanitary sewer mains along the Miles Street Transmission Main employing pipe bursting technologies and repair mains along the E. Lewis Street Transmission Main using Cured in Place Plastic Pipe. Additionally, manholes where active I&I has been observed will be lined. DNRC ARPA Grant funds will reimburse eligible expenses for Preliminary Design, Equipment, and Construction.

Construction activities will include:

- Replacement of approximately 1,500 linear feet deficient mains along the Miles Street Transmission Main using pipe bursting technology (Base Bid).
- Repair of approximately 3,000 linear feet of deficient mains along the East Lewis Street Transmission Mains using Cured in Place Plastic Pipe (Base Bid: 1,400 linear feet; Bid Alt: 1,600 linear feet).
- Repair of 4 aging manholes (Base Bid).

All designs and installations will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies.

Schedule

- Project Planning and Design Phase estimated to be completed by October 2024
- Project Bidding Phase estimated to be completed by February 2025
- Project Construction Phase estimated to be completed by November 2025

DOI: 10.20-086 City of Livingston. WadsworthCanadaDocURL 2020 WWW PER30-086 PER FIG 2-7 dwg. 5/4/2021 2:25:27 PM. NMBR



Attachment B – Budget
Livingston Sewer Inflow and Infiltration Reduction

Administration	ARPA Minimum Allocation Grant	City of Livingston Special Improvement District (SID)	Total
Grant Management	\$0.00	\$6,274.00	\$6,274.00
Legal Costs	\$0.00	\$1,731.00	\$1,731.00
Audit Fees	\$0.00	\$2,500.00	\$2,500.00
Construction Related Activity			
Project Management	\$0.00	\$2,596.00	\$2,596.00
Preliminary Engineering Design	\$88,014.00	\$11,986.00	\$100,000.00
Final Engineering Design	\$0.00	\$232,841.00	\$232,841.00
Construction	\$1,135,031.50	\$131,675.50	\$1,266,707.00
Contingency	\$131,675.50	\$131,675.50	\$263,351.00
CERCLA (Superfund)	\$0.00	\$50,000.00	\$50,000.00
Total Project Budget	\$1,354,721.00	\$571,279.00	\$1,926,000.00

Summary of Matching Funds

Funding Source	Amount
City of Livingston Special Improvement District (SID)	\$571,279.00
Total	\$571,279.00

In Process

Attachment C

Reporting and Reimbursement Requirements

Progress Reports

The Subrecipient will provide progress reports to DNRC during the term of this Agreement. Reports will provide status information for each project implementation task and identify the reporting period. Status information will include, at a minimum:

- Project activities during the reporting period;
- Costs incurred;
- Funds remaining;
- Anticipated activities during the next reporting period, and
- Expected changes in scope, schedule or budget.

The Subrecipient shall report on total project costs including those funded by the Subrecipient and other matching funds. Significant problems encountered shall be noted and necessary scope and time-line modifications requested.

The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. DNRC will not honor claims for reimbursement if DNRC has not approved the progress report or if there is a delinquent report. Reimbursement requests must:

- Include a State of Montana vendor invoice signed by an authorized agent.
- Be billed by the tasks identified in the project scope of work and budget.
- Be supported by backup documentation of contractor invoices, receipts, cancelled checks, or other documentation of costs.

Subrecipient invoices need to relate clearly to the scope of work and budget in this Agreement.

Projects with multiple funding sources need to submit a uniform status of funds spreadsheet (provided by DNRC) or other means of tracking and documenting match and the project budget.

Final Report

The Subrecipient must submit one hard copy and one electronic copy (pdf) of the final report that meets the requirements of this Attachment C to DNRC upon project completion. Final disbursement of funds is contingent upon DNRC receipt and approval of a final report that meets these requirements. Final reports must be submitted to DNRC within 90 days of the Agreement termination date.

Final reports must include a signed Certificate of Compliance (included in this attachment) to DNRC upon project completion.

Projects that included construction must also submit a signed Engineer's Statement of Completion. DNRC may also request as-built drawings for construction projects, IF APPLICABLE TO PROJECT.

Photos or news articles (scanned or digital links) are strongly encouraged with Reports.

The Subrecipient is not required to use the suggested format in this Attachment but must include the information listed below. At a minimum, the final report must describe the purpose and location of the project, project tasks, changes to the scope, schedule or budget, how the project met stated goals and objectives, how the project benefited resources, and the current project status. Final reports will be made available to the public on the DNRC website.

Final Report Requirements

1. Title Page:

- A. Subrecipient's name, address, and telephone numbers.
- B. DNRC Grant Agreement Number
- B. Name, address, and telephone of other contacts if primary contacts are not available.
- C. Funding: total project cost and amount of agreement
- D. State where copies of the report may be obtained (Subrecipient contact person name, address, phone number. An email address or website is acceptable).
- E. A list of supporting documents (for example, construction completion reports or other project deliverables, if applicable)

2. Introduction: Describe the project history, location and purpose. Provide a project location map.

3. Discussion and Results:

- A. Describe how project goals and tasks identified in the Agreement were completed:
 - Describe the planning process (for example: discuss project design, independent review, coordination with agencies, permits required and other activities).
 - Describe how each task listed in the scope of work was accomplished. Provide details on each task (for example: if trees were planted as an erosion control measure, state how many, the tree species, the age or size of the trees, and location of the plantings).
 - List the goals and/or objectives of the project as stated in the scope of work and briefly describe how they were met by the activities described in the tasks above. Discuss any differences between project goals and objectives and actual project results.
 - Provide an explanation for tasks that were not completed or any out-of-scope work.
 - Include a project map, data, and/or photos that document the project.
- B. Summarize any problems encountered and solutions adopted. What would you do differently?

4. Natural Resource and Public Benefits:

Describe the project's overall benefits. What are the anticipated and realized benefits to resources and to the local and regional area of the completed project? Were these benefits realized? If not, explain why.

5. Grant Agreement Administration & Project Costs:

- A. Work schedule: Compare the time allotted for project completion with actual schedule. Identify delays and discuss the reasons for delays.
- B. Budget: Include a table that summarizes how the monies were spent by budget category or task as described in Attachment B and funding source (i.e. DNRC, Sponsor, other State or federal agencies). Explain cost overruns or savings. Discuss unbudgeted expenses that arose over the course of the project.
- C. Match Funds: Identify all funds from other sources or in-kind services that were used to fund the project. If not all matching funds were spent provide a justification.

6. Project Completion and Certification

- A. Subrecipient's Certificate of Compliance (must be signed for all projects).
- B. As Built Drawings, if requested by the DNRC (construction projects only).
- C. Engineer's Statement of Final Completion (if applicable).
- D. Photos or news articles (scanned or digital links) are strongly encouraged with Final Reports.

7. Final Report submitted electronically (PDF)

FINAL REPORT
CERTIFICATE OF COMPLIANCE

Subrecipient: Livingston, City of

Project Name: Livingston Sewer Inflow and Infiltration Reduction

Grant Number: AM-23-0290

Grant Amount: \$1,354,721.00

I, the undersigned, being duly qualified, respectfully, of the Livingston, City of (Subrecipient Name), in _____
_____ County, State of Montana, do hereby certify that the above-named project is in full
compliance with all of the covenants and conditions set forth in the Agreement identified above between the _____
_____ (Subrecipient Name) and the State of Montana, Department of Natural
Resources and Conservation. I understand that any money remaining after the final payment will be returned to the
appropriate accounts at DNRC.

In Process

Authorized Subrecipient Signature

Date

This form is available on the DNRC website:
<http://dnrc.mt.gov/divisions/cadd/docs/resource-development/final-report-certificates.pdf>.

STATEMENT OF COMPLETIONSubrecipient: Livingston, City ofProject Name: Livingston Sewer Inflow and Infiltration ReductionGrant Number: AM-23-0290Grant Amount: \$1,354,721.00

I, _____, (Project Engineer) a Registered Professional Engineer in the State of Montana, license number _____, do hereby state that the above-named project was completed according to the approved plans and specifications. I further state that the record ("as-built") drawings for this project are a true and accurate representation of the completed construction.

Name_____
P.E. Number_____
Signature_____
Date_____
Name of Firm_____
Address of Firm_____
City, State Zip of Firm

Please consult the DNRC Liaison to verify if this form is required for your project.

This form is available on the DNRC website:
<http://dnrc.mt.gov/divisions/cardd/docs/resource-development/final-report-certificates.pdf>.

Attachment D**ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

OMB Approved No. 1505-
0271 Expiration Date:
11/30/2021

**ASSURANCE OF COMPLIANCE WITH TITLE
VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Subrecipient's programs, services and activities, so long as any portion of the Subrecipient's program(s) is federally assisted in the manner proscribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and

agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Subrecipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If the Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Subrecipient is in compliance with the aforementioned nondiscrimination requirements.

Livingston, City of
Subrecipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

In Process

Certificate Of Completion

Envelope Id: E0543D148D45422FA768190AF2D2B74B

Status: Sent

Subject: Complete with DocuSign: Livingston_AM-23-0290.pdf

Source Envelope:

Document Pages: 23

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Amy Personette

AutoNav: Enabled

1539 11th Avenue

Envelope Stamping: Enabled

Helena, MT 59601

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

apersonette@mt.gov

IP Address: 161.7.44.61

Record Tracking

Status: Original

Holder: Amy Personette

Location: DocuSign

12/8/2023 3:20:04 PM

apersonette@mt.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Montana Dept of Natural Resources & Conservation

Location: DocuSign

Signer Events**Signature****Timestamp**

Grant Gager

Sent: 12/8/2023 3:21:55 PM

ggager@livingstonmontana.org

Viewed: 12/12/2023 12:29:40 PM

City Manager

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 12/12/2023 12:29:40 PM

ID: 4630a23e-1e72-4ab3-9839-9915fde32404

Amanda Kaster

amanda.kaster@mt.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Grant Gager

ggager@livingstonmontana.org

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 12/12/2023 12:29:40 PM

ID: 4630a23e-1e72-4ab3-9839-9915fde32404

Carbon Copy Events**Status****Timestamp**

119

Cid Sivils

Cid.Sivils@mt.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

DNR HQT FSO AP

DNRHQTFSOAP@MT.GOV

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

12/8/2023 3:21:55 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Montana Dept of Natural Resources & Conservation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Montana Dept of Natural Resources & Conservation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kgermaine@mt.gov

To advise Montana Dept of Natural Resources & Conservation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kgermaine@mt.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Montana Dept of Natural Resources & Conservation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kgermaine@mt.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Montana Dept of Natural Resources & Conservation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to kgermaine@mt.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Montana Dept of Natural Resources & Conservation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Montana Dept of Natural Resources & Conservation during the course of your relationship with Montana Dept of Natural Resources & Conservation.

File Attachments for Item:

G. AGREEMENT 20174 FOR A RIGHT-OF-WAY ENCROACHMENT



DATE: May 6, 2025

TO: Chair Schwarz and City Commissioners

FROM: Grant Gager, City Manager

RE: Staff Report for Agreement 20174

Recommendation and Summary

Staff is recommending the Commission approve agreement number 20174 with Mildred C. Eastep, Trustee, of the Mildred C. Living Trust by adopting the following motion:

"I move to approve agreement number 20174 with Mildred C. Eastep, Trustee, of the Mildred C. Living Trust and authorize the Chair to sign the agreement."

The reasons for the recommendation are as follows:

- During the course of a survey of the parcel, it was determined that the existing townhome is partially located within the N 14th Street right-of-way.
- The City wishes to formalize an agreement with the property owner for the portion of the building that encroaches into the public right-of-way.

Introduction and History

The City of Livingston owns and manages rights-of-way throughout the City to ensure that adequate space exists for City infrastructure, including roads. The owner of 529A N. 14th Street submitted a survey with the application for Subdivision Exemption review on the subject property. The survey determined that the existing townhouse on Lot 1A (addressed as 529A N. 14th Street) is partially located within the N. 14th Street right-of-way (see Exhibit A in the attached License Agreement). In order for the building to lawfully remain, the City has requested the property owner obtain a license to encroach on the City's right-of-way.

Analysis

City staff recognizes the importance of maintaining ownership and control of the public right-of-way. However, given that this condition has existed for decades, continued use of the right-of-way does not impede the City's ability to safely manage its infrastructure in the area.

**Fiscal Impact**

There is no fiscal impact arising from this agreement.

Strategic Alignment

Effective management of public assets, including rights-of-way is a best practice.

Attachments

- Attachment A: Agreement 20174

Return to
 City Clerk
 City of Livingston
 220 E. Park Street
 Livingston, MT 59047

RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT

This Right-of-Way Encroachment License Agreement (this "Agreement") is made _____, 2025, between **Mildred C. Eastep, Trustee, of the Mildred C. Living Trust**, of P.O. Box 634, Livingston, MT 59047 ("Licensee"), and the **City of Livingston**, a Montana municipal corporation, of 220 E. Park Street, Livingston, MT 59047 (the "City").

RECITALS

A. Licensee is the record titleholder and responsible for the maintenance of certain real property located within Livingston, Park County, Montana legally described in Exhibit A as **Lot 1 A, Block 20, Certificate of Survey No. 2829RB, Palace Addition, Section 14, Township 2 South, Range 9 East, Park County, Montana, according to the plat on file and of record in the office of the Clerk and Recorder of said County** ("Licensee's Property") (Property address is 529A N. 14th Street, Livingston, MT 59047).

B. The City is the owner of the public rights-of-way within or adjacent to the area identified as Licensee's Property, including, but not limited to, those portions of North 14th Street located within such area (the "City Right-of-Way").

C. There is now erected on the City Right-of-Way, a portion of a building which encroaches on the City Right-of-Way, as depicted in the attached Exhibit A.

D. Licensee agrees to enter into this Agreement and waives and forgoes any and all right, title, or interest of Licensee to the real property subject to the encroachment that might arise by adverse possession, or otherwise, due to the encroachment of the building on the City Right-of-Way.

Now, therefore, in consideration of this Agreement, and other good and valuable consideration, City agrees that, so long as the encroaching building is maintained in its current location, Licensee shall have the right to have the building overlap and extend beyond the

Licensee's boundary line of the land owned by Licensee, and to encroach and rest on North 14th Street, the City's Right-of-Way, to the same extent and in the same manner as the building now overlaps and encroaches on this land.

**SECTION ONE.
INCORPORATION OF RECITALS**

The foregoing Recitals are incorporated in this Agreement in their entirety.

**SECTION TWO.
GRANT OF LICENSE**

The City grants to Licensee a right to have a building encroach on North 14th Street as depicted in Exhibit A, Encroachment Area, described above (the "License"), subject, however, to the terms, conditions and limitations of this Agreement. The License granted in this Agreement shall be subject to all existing utility easements, if any, located within the City Right-of-Way, or any other easements, conditions, covenants or restrictions of record.

**SECTION THREE.
TERM**

This Agreement and the License granted to Licensee under this Agreement shall commence as of the date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.

**SECTION FOUR.
CONSIDERATION**

The consideration to be paid by Licensee to the City for the privilege granted by this Agreement shall be \$1.00, the receipt of which is acknowledged by the City.

**SECTION FIVE.
NO INTEREST IN LAND**

Licensee understands, acknowledges and agrees that this Agreement does not create an interest or estate in Licensee's favor in the City Right-of-Way. The City retains legal possession of the full boundaries of its right-of-way and this Agreement merely grants to Licensee the privilege to use the Encroachment Area described above throughout the term of this Agreement.

**SECTION SIX.
NO VESTED RIGHT**

Notwithstanding any expenditure of money, time or labor by Licensee on or within the

Encroachment Area, this Agreement shall in no event be construed to create an assignment coupled with an interest or any vested rights in favor of Licensee, except as otherwise provided herein. Licensee shall expend any time, money or labor on or in the Encroachment Area at Licensee's own risk and peril.

SECTION SEVEN. LIMITED SCOPE OF LICENSE

The License granted to Licensee is limited in scope to the following use or uses: an encroachment by a building owned by Licensee on City's Right-of-Way. Licensee shall not have the right to expand the Encroachment Area or alter or change Licensee's use of the Encroachment Area without the City's prior written consent.

SECTION EIGHT. ASSIGNMENT

The License granted to Licensee by this Agreement is transferable and assignable by Licensee. However, all of Licensee's successors and assignees are bound by the terms of this License, and the terms must be disclosed by Licensee, or any subsequent grantor of the Licensee's property, to its successors and assigns.

SECTION NINE. REMOVAL OF ENCROACHMENT AND TERMINATION OF AGREEMENT

In the event that the building is rebuilt by Licensee at Licensee's option, to the extent that the encroachment can be removed from the City Right-of-Way, Licensee will remove the encroachment from the City Right-of-Way, the full and complete cost of which shall be borne by Licensee. Once the encroachment is removed from the City Right-of-Way, this Agreement will be terminated as follows:

A. Recording of Notice of Termination.

Upon termination of this Agreement, the City will cause to be recorded with the Park County Clerk and Recorder's Office, a written Notice of Termination.

B. No Compensation to Owner.

In the event of termination of this Agreement, Licensee shall not be entitled to receive a refund of any portion of the consideration paid for this Agreement, nor shall Licensee be entitled to any compensation or reimbursement for any costs or expenses incurred in any way arising from this Agreement or relating to the construction, installation, maintenance or removal of improvements in the Encroachment Area, nor any monetary damages of any kind.

C. Removal of Encroachment Upon Termination.

Upon Termination by either party, Licensee must remove, or must have already removed, the encroachment(s) from the City Right-of-Way.

**SECTION TEN.
INSURANCE**

Licensee shall maintain at all times during the term of this Agreement, at Licensee's sole cost, a policy or policies of comprehensive general liability coverage on an occurrence basis from an insurance company licensed with the State of Montana or other insurer approved by Licensee with at least \$1,000,000.00 single limit coverage on all risks. Such policy or policies shall not be canceled, terminated or materially changed until at least 90 days' written notice has been given to the City. Licensee shall name the City as an additional insured and shall furnish the City with duplicate policies or certificates evidencing insurance in force as required in this Agreement prior to using the Encroachment Area. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City. There shall be no endorsement or modification of this insurance to make it excess over other available insurance; alternatively, if the insurance states that it is excess or prorated, it shall be endorsed to be primary with respect to the City.

**SECTION ELEVEN.
CONSTRUCTION AND MAINTENANCE**

Licensee agrees that the improvements described in this Agreement shall be erected and maintained at all times in a safe, neat, sightly and good physical condition. During the term of this Agreement, Licensee shall, at Licensee's sole cost and expense, maintain the Encroachment Area and any improvements on the Encroachment Area in good condition and in compliance with any applicable requirements of law. The City may reasonably object to the quality of the construction and maintenance and, upon written notice of the City stating in general terms how and in what manner maintenance is required, Licensee shall be required to perform such maintenance. If Licensee fails to do so, then the City shall have the right to perform such maintenance, the full and complete cost of which shall be borne by Licensee. Licensee agrees to reimburse the City its full cost and expense for any such maintenance.

**SECTION TWELVE.
COMPLIANCE WITH LAW**

Licensee shall adhere to and comply with all ordinances, laws, rules and regulations that may pertain to or apply to the Encroachment Area and Licensee's use of the Encroachment Area. Licensee agrees and warrants that it has procured or shall procure any licenses, permits or like permission required by law, if any, to conduct or engage in the use of the Encroachment Area

described in this Agreement, that Licensee will procure all additional licenses, permits or like permissions required by law during the term of this Agreement, and that Licensee will keep the same in full force and effect during the term of this Agreement. Licensee shall perform under this Agreement in accordance with all applicable legal requirements.

SECTION THIRTEEN. INDEMNIFICATION

To the fullest extent permitted by law, Licensee agrees to indemnify, defend and save the City, its officers, agents, servants, employees, boards and commissions harmless from and against:

A. Damage to Licensee's Property.

Any and all claims, loss or damage (including reasonable attorneys' fees) to Licensee's encroaching improvements or any property belonging to or rented by Licensee, its officers, servants, agents or employees, which may be stolen, destroyed, or in any way damaged by any cause, unless such damage is caused by the City.

B. Damage to Others.

Any claims, suits, judgments, costs, attorneys' fees, loss, liability, damage or other relief, including but not limited to workers' compensation claims, to any person or property in any way resulting from or arising out of the existence of this Agreement or the existence, maintenance, use or location of Licensee's encroaching improvements within the City Right-of-Way. In the event of any action against the City, its officers, agents, servants, employees, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of the City's choosing.

C. Mechanic's Lien.

Any loss, liability, claim or suit arising from the foreclosure, or attempted foreclosure, of a mechanic's or materialmen's lien for goods delivered to Licensee or work performed by or for Licensee upon or at the Encroachment Area or Licensee's property. Such indemnification shall include the City's reasonable attorneys' fees incurred in connection with any such loss, claim or suit. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

SECTION FOURTEEN. BREACH AND LIMITATION ON DAMAGES

If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party shall have the right to seek such administrative, contractual, legal, or equitable remedies as may be suitable for such violation or breach. If any legal action is brought by either party for the enforcement of any of the obligations of the other party related to or arising from this Agreement, the prevailing party in such action shall be entitled to recover reasonable costs and attorneys' fees from the non-prevailing party.

**SECTION FIFTEEN.
NOTICES**

Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

A. If to the City:

City of Livingston
220 E. Park Street
Livingston, MT 59047
Attention: City Manager

B. If to Licensee:

Mildred C. Living Trust, Mildred C. Eastep, Trustee
P.O. Box 634
Livingston, MT 59047

Notices mailed in accordance with the provisions of this SECTION FIFTEEN shall be deemed to have been given on the first business day following mailing or emailing. Notices personally delivered shall be deemed to have been given upon delivery.

**SECTION SIXTEEN.
NO JOINT VENTURE OR PARTNERSHIP**

This Agreement shall not be construed so as to create a joint venture, partnership, employment, or other agency relationship between the parties to this Agreement

**SECTION SEVENTEEN.
NO PERSONAL LIABILITY**

No official, director, officer, agent or employee of the City shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.

\

**SECTION EIGHTEEN.
JOINT AND COLLECTIVE WORK PRODUCT**

This Agreement is and shall be deemed and construed to be a joint and collective work product of the City and Licensee, and as such, this Agreement shall not be construed against any other party as the otherwise purported drafter of the Agreement by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained in this Agreement.

**SECTION NINETEEN.
SEVERABILITY**

The terms of this Agreement shall be severable. If any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect.

**SECTION TWENTY.
GOVERNING LAW**

This Agreement shall be subject to and governed by the laws of State of Montana. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this Agreement shall be in Park County District Court, Montana.

**SECTION TWENTY-ONE.
CONSTRUCTION**

All references in this Agreement to the singular shall include the plural, where applicable, and all references to the masculine shall include the feminine and vice versa.

**SECTION TWENTY-TWO.
MULTIPLE COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION TWENTY-THREE. HEADINGS

Section and paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

SECTION TWENTY-FOUR. BINDING EFFECT

This Agreement shall be binding on the parties to this Agreement and their respective successors and permitted assigns.

SECTION TWENTY-FIVE. ENTIRE AGREEMENT

This Agreement and its exhibits constitute the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

SECTION TWENTY-SIX. MODIFICATION

This Agreement may be changed, modified or amended only by a duly authorized written instrument executed by both parties to this Agreement. Each party agrees that no representation or warranty shall be binding upon the other party unless expressed in writing in this Agreement or in a duly authorized and executed amendment of this Agreement.

SECTION TWENTY-SEVEN. AUTHORITY OF THE CITY

This Agreement is executed by the Commission Chair pursuant to a Resolution passed by the City of Livingston Commission authorizing him to sign this Agreement.

The parties have executed this Agreement the day and year first set forth above.

City of Livingston

By: _____
Quentin Schwarz
Its: **Chair, City Commission**

STATE OF MONTANA)
 :SS.
County of Park)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **Quentin Schwarz, Chair, City Commission for the City of Livingston**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for the State of Montana.
(SEAL)

Approved:
Dated: April 30, 2025.

Jon M. Hesse
City Attorney
Attorney for City of Livingston

Mildred C. Living Trust

By: _____
Mildred C. Eastep
Its: Trustee

STATE OF MONTANA)
 :SS.
County of Park)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public for the State of Montana, personally appeared , **Mildred C. Living Trust, Mildred C. Eastep**, Trustee known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for the State of Montana.
(SEAL)

EXHIBIT *A*

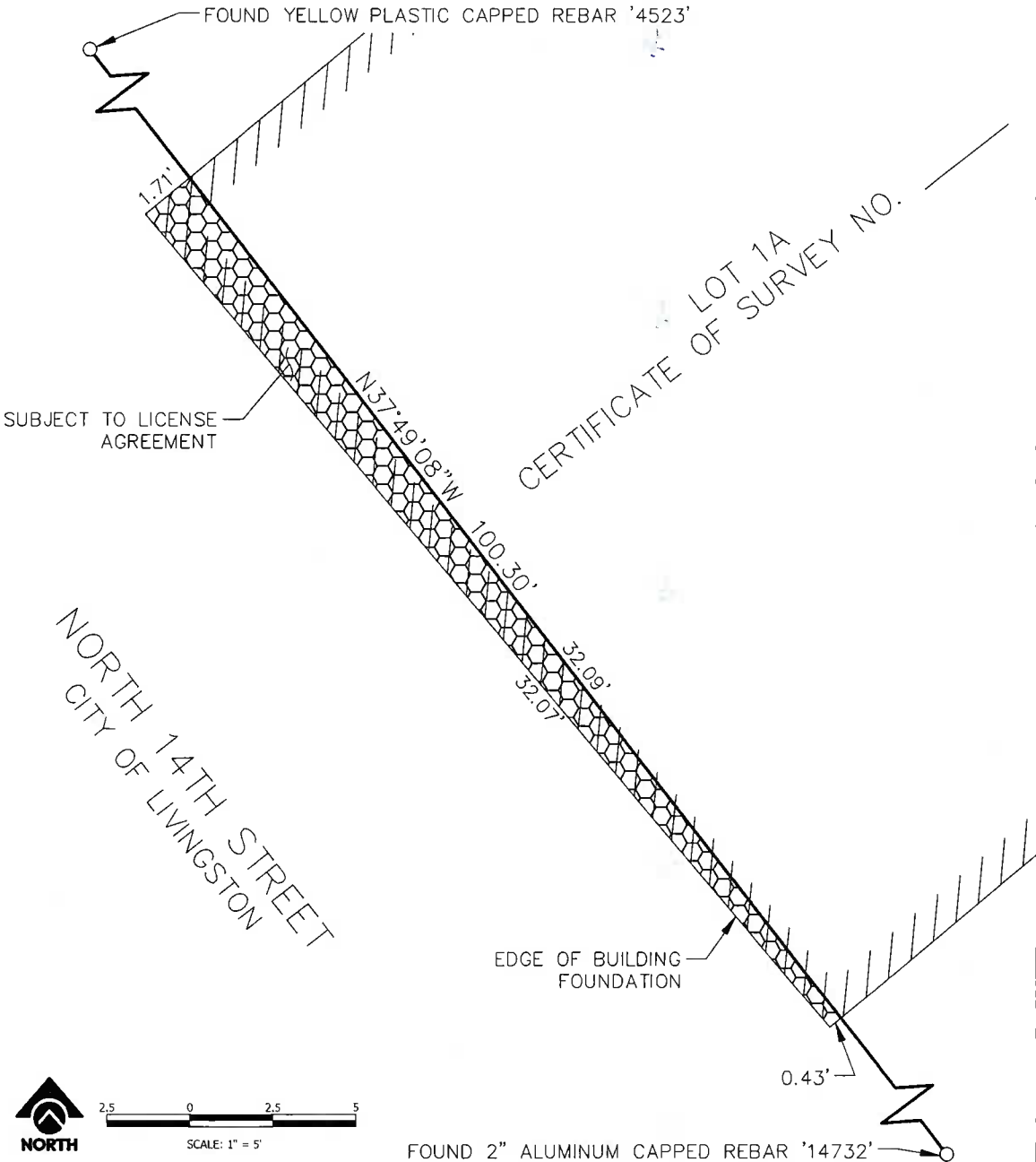
A SKETCH OF THE STRUCTURE LYING SOUTHWESTERLY OF THE SOUTHWEST BOUNDARY
OF LOT 1A OF CERTIFICATE OF SURVEY NO. _____ SUBJECT TO LICENSE AGREEMENT
SITUATED IN THE SE1/4 OF SECTION 14, T. 2 S., R. 9 E., P.M.M.,
CITY OF LIVINGSTON, PARK COUNTY, MONTANA

PREPARED FOR : MILDRED C. EASTEP

APRIL 2025

PREPARED BY : **sanbell**

BOZEMAN, MONTANA



File Attachments for Item:

H. APPROVAL OF AGREEMENT 20176 WITH WESTERN MUNICIPAL CONSTRUCTION



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: May 6, 2025
TO: Chair Schwarz and City Commissioners
FROM: Shannon Holmes, Public Works Director
RE: Staff Report for Construction Services for 2025 Sanitary Sewer Inflow and Infiltration Reduction Project

Recommendation and Summary

Staff is recommending the City Commission Approve the General Services Agreement 20176 which is an Agreement between Owner and Contractor to provide Construction Services for the 2025 Sanitary Sewer Inflow and Infiltration (I&I) Reduction Project by adopting the following motion:

"I move to approve General Services Agreement 20176 and authorize City Manager to sign both the Agreement and related EJCDC Agreement."

The reasons for the recommendation are as follows:

- Western Municipal Construction was the responsible low bidder of the two bidders for the project. They bid the project at less than the Engineer's estimate.
- Western Municipal Construction has previously completed projects for the City of Livingston.
- Western Municipal 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 spring and complete the project within the contract time of 175 calendar days.

Introduction and History

The project was identified as a priority project in the 2020 Inflow & Infiltration Study. The City applied for this grant in 2023. The City of Livingston was approved for an American Rescue Plan Act (ARPA) Grant.



The design and construction of the project is being funded by ARPA and City matching funds. Through flow data review, TV inspections, site visits and conversations with City staff, TD&H was able to identify that inflow and infiltration predominantly occurs in portions of the collection system located in the south and east part of town. This project will eliminate Inflow and Infiltration in the sewer mains in Lewis Street, KPRK area and south of C&P Packing.

Analysis

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

Fiscal Impact

This project and construction administration services is in the FY25 budget for \$1,926,000. Total project cost for construction is \$1,336,344.00 and construction management with contingency of \$119,900.00 results in a total of \$1,456,244.00. The balance of \$469,756.00 for project will be expended through costs associated with BNSF's Agreements and Review Fees, Environment work plans, Utility Easement Acquisition, construction contingency of 10% and additional work in the sewer collection system that will be administered through the change order process. Staff is recommending the City Manager have budget authority for \$469,756.00 balance to fully expend the ARPA allocation and City matching funds. This project will start in the FY25 budget year and be completed in the FY26 budget year.

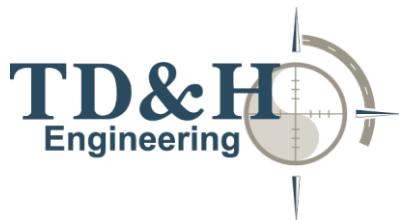
Strategic Alignment

This project satisfies Growth Policy strategy 9.1.2.5: Coordinate sanitary sewer replacement and wastewater system expansion with increase growth. Strategy 9.1.2.6 Promote water conservation and strategy 9.1.4.1: Review existing funding sources and tools to ensure availability for improvement of existing and development of new community assets.

Attachments

- Attachment A: City of Livingston Recommendation to Award 2025 I&I Project
- Attachment B: General Services Agreement
- Attachment C: EJCDC Agreement between Owner and Contractor for Construction Contract

234 East Babcock Street
Suite 3
Bozeman, MT 59715



406.586.0277
tdhengineering.com

April 29, 2025

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

**RE: CITY OF LIVINGSTON 2025 SANITARY SEWER I&I
ENGINEER RECOMMENDATION**
TD&H ENGINEERING JOB NO. B23-104

Dear Shannon,

TD&H has tabulated the bids from contractors for the 2025 Sanitary Sewer I&I project. After an active and successful bidding period, overall, two contractors submitted bids on the sewer improvement work. All contractors submitted bids to the City of Livingston on April 17, 2025. The tabulated bids are detailed and attached including the engineer's estimate. The structure of the bid form was to bid two schedules to provide flexibility with City award based on project budget. The City has reviewed the bid costs and decided that there is budget for the entire project based on the low bid price from Western Municipal Construction (WMC).

TD&H did the proper background due diligence for the apparent low bidder for the work, WMC, which includes reference checks, review of requested background summary and subcontractor list. This information is also attached to this letter.

The low bid for this project came in as follows:

	<u>Engineer's Estimate</u>	<u>Low Bid (WMC)</u>
Base Bid	\$1,019,405.00	\$875,420.00
Alternate Bid	\$440,300.00	\$460,924.00
Total	\$1,459,705.00	\$1,336,344.00

WMC has confirmed that they are comfortable with their numbers to complete a successful project and that they have the capacity to begin the work this summer and complete the project by the end of the year as required per the specifications and ARPA funding.

Currently, TD&H recommends that the City of Livingston enter into negotiations with Western Municipal Construction for the 2025 Sanitary Sewer I&I. TD&H has verified that WMC has included the following in their bid: Montana prevailing wages, 1% GRT Tax, and a performance and payment bond.

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

Please let me know if you have any questions.

Sincerely,




Matt McGee, PE
Project Manager
TD&H ENGINEERING

Attachments: 2025 Bid Tabulation
WMC Construction Qualifications, References and Subcontractor List
TD&H Reference Check Summary

J:\2023\B23-104 Livingston I&I Project\09_CONSTRUCTION\WMC\Recommendation\City OF
LIVINGSTON RECOMMENDATION TO AWARD 2025 SANITARY SEWER I&I.DOC

City of Livingston 2025 Sanitary Sewer I&I
Bid Tabulation For Bids Dated 4/17/2025
Base Bid

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	Engineer's Estimate		Askin Construction		Western Municipal Construction	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization (Maximum 5% of Total Bid)	LS	1	\$ 46,600.00	46,600.00	\$ 57,000.00	\$ 57,000.00	\$ 39,600.00	\$ 39,600.00
2	Traffic Control	LS	1	\$ 15,000.00	15,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,900.00	\$ 5,900.00
3	Locate and Protect Public & Private Utilities	LS	1	\$ 10,000.00	10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00
4	Exploratory Excavation								
	Small Crew	HR	10	\$ 500.00	5,000.00	\$ 450.00	\$ 4,500.00	\$ 50.00	\$ 500.00
	Large Crew	HR	10	\$ 1,000.00	10,000.00	\$ 950.00	\$ 9,500.00	\$ 100.00	\$ 1,000.00
5	Sanitary Sewer Pipe/ CIPP Liner								
	12" SDR 17 HDPE Sewer Main (Pipe Bursting)	LF	1,600	\$ 200.00	320,000.00	\$ 229.00	\$ 366,400.00	\$ 147.00	\$ 235,200.00
	24" CIPP Pipe Lining	LF	1,379	\$ 295.00	406,805.00	\$ 165.00	\$ 227,535.00	\$ 180.00	\$ 248,220.00
	CIPP Manhole Lining 7' Manhole Depth	EA	2	\$ 4,000.00	8,000.00	\$ 17,000.00	\$ 34,000.00	\$ 3,300.00	\$ 6,600.00
	CIPP Manhole Lining 11' Manhole Depth	EA	1	\$ 5,000.00	5,000.00	\$ 21,000.00	\$ 21,000.00	\$ 5,200.00	\$ 5,200.00
	CIPP Manhole Lining 13' Manhole Depth	EA	1	\$ 6,000.00	6,000.00	\$ 24,000.00	\$ 24,000.00	\$ 6,100.00	\$ 6,100.00
6	Sewer Wyes Reinstatement								
	CIPP Sewer Wyes, 4"	EA	4	\$ 500.00	2,000.00	\$ 1,200.00	\$ 4,800.00	\$ 1,500.00	\$ 6,000.00
	Pipe Bursting Sewer Wyes, 4"	EA	1	\$ 2,500.00	2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 5,800.00	\$ 5,800.00
	Pipe Bursting Sewer Wyes, 6"	EA	3	\$ 3,000.00	9,000.00	\$ 3,800.00	\$ 11,400.00	\$ 2,300.00	\$ 6,900.00
7	Excavation - Bursting/Receiving Pits	EA	10	\$ 2,000.00	20,000.00	\$ 16,000.00	\$ 160,000.00	\$ 10,000.00	\$ 100,000.00
8	Pipe to Manhole Connectors (Boot)	EA	10	\$ 500.00	5,000.00	\$ 5,500.00	\$ 55,000.00	\$ 4,000.00	\$ 40,000.00
9	Spot Repairs	EA	1	\$ 5,000.00	5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,300.00	\$ 5,300.00
10	By-pass Pumping	LS	1	\$ 100,000.00	100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 43,100.00	\$ 43,100.00
11	Restore Field Trench - Seeding and Grading	LS	1	\$ 10,000.00	10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 9,400.00	\$ 9,400.00
12	Flowable Fill	CY	10	\$ 250.00	2,500.00	\$ 800.00	\$ 8,000.00	\$ 240.00	\$ 2,400.00
13	Clean Up (Minimum 3% of Total Bid)	LS	1	\$ 30,000.00	31,000.00	\$ 34,500.00	\$ 34,500.00	\$ 107,700.00	\$ 107,700.00
				TOTAL	\$ 1,019,405.00	TOTAL	\$ 1,142,135.00	TOTAL	\$ 875,420.00


Matt McGee P.E. 39023
TD&H Engineering
Date: April 18, 2025

City of Livingston 2025 Sanitary Sewer I&I
Bid Tabulation For Bids Dated 4/17/2025
Alternate Bid

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	Engineer's Estimate		Askin Construction		Western Municipal Construction	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization (Maximum 5% of Total Bid)	LS	1	\$ 21,000.00	\$ 21,000.00	\$ 20,000.00	\$ 20,000.00	\$ 19,050.00	\$ 19,050.00
2	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00	\$ 1,200.00	\$ 1,200.00
3	Locate and Protect Public & Private Utilities	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00
4	Exploratory Excavation								
	Small Crew	HR	10	\$ 500.00	\$ 5,000.00	\$ 450.00	\$ 4,500.00	\$ 330.00	\$ 3,300.00
	Large Crew	HR	10	\$ 1,000.00	\$ 10,000.00	\$ 950.00	\$ 9,500.00	\$ 560.00	\$ 5,600.00
5	Sanitary Sewer Pipe								
	21" CIPP Pipe Lining	LF	1,468	\$ 225.00	\$ 330,300.00	\$ 165.00	\$ 242,220.00	\$ 208.00	\$ 305,344.00
	CIPP Manhole Lining 5' Manhole Depth	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 14,000.00	\$ 28,000.00	\$ 2,400.00	\$ 4,800.00
	CIPP Manhole Lining 6' Manhole Depth	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 15,000.00	\$ 15,000.00	\$ 2,800.00	\$ 2,800.00
	CIPP Manhole Lining 8' Manhole Depth	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 17,000.00	\$ 34,000.00	\$ 3,800.00	\$ 7,600.00
6	Sewer Wyes Reinstatement								
	CIPP Sewer Wyes, 4"	EA	5	\$ 500.00	\$ 2,500.00	\$ 1,200.00	\$ 6,000.00	\$ 1,200.00	\$ 6,000.00
7	By-pass Pumping	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 53,000.00	\$ 53,000.00	\$ 12,600.00	\$ 12,600.00
8	Clean Up (Minimum 3% of Total Bid)	LS	1	\$ 13,000.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 91,430.00	\$ 91,430.00
				TOTAL	\$ 440,300.00	TOTAL	\$ 436,720.00	TOTAL	\$ 460,924.00



WESTERN MUNICIPAL CONSTRUCTION, INC.

5855 Elysian Road Billings, MT 59101

Phone (406) 254-2106 Fax (406) 245-9736

WESTERN MUNICIPAL CONSTRUCTION, INC.

PROJECT REFERENCES, CONTRACTS COMPLETED, PROJECT EXPERIENCE

PROJECT: Ravalli County TEDD Wastewater Project – Phase 2

OWNER: Ravalli County
215 S 4th Street, Suite C
Hamilton, MT 59840
Donnie Ramer, Director of Public Works
(406) 375-6500
dpw@cityofhamilton.net

ENGINEER: HDR Engineering, Inc.
700 SW Higgins Ave. Suite 200
Missoula, MT 59803
(406) 656-8100
Dan Harmon
Dan.harmon@hdrinc.com

WORK PERFORMED: Installation of a gravity sanitary sewer pipeline from the City of Hamilton's wastewater collection system in Fairgrounds Road east and north crossing the Daly Ditch Irrigation District's Republican Ditch and the Montana Department of Transportation's East Side Highway to the Ravalli County Airport property at Airport Road. The total length of sanitary sewer installed is 3,369 lineal feet of 10" diameter sanitary sewer; 2,901 lineal feet of 12" diameter sanitary sewer and 2,535 lineal feet of 18" sanitary sewer.

SUPERINTENDENT: Corina Bruce

PROJECT MANAGER: Dillon Clause

CONTRACT AMOUNT: \$2,728,210

CONTRACT DATE: 1/29/2024

PROJECT: W.O. 23-01 Contract 2 2023 Sewer Main Replacement

OWNER: City of Billings
PO Box 1178
Billings, MT 59103
Travis Harris, Project Engineer
(406) 657-3021
harrist@ci.billings.mt.us

ENGINEER: Morrison-Maierle, Inc.
315 N. 25th Street, Suit 102
Billings, MT 59101
(406) 656-6000
Jeff Heidner, P. E., Project Manager
jheidner@m-m.net

WORK PERFORMED: Zone 1: Alleys north and south of Princeton Avenue between Michigan Street and Wisconsin Street. Included 1,180 LF of 8" sanitary sewer main replacement, manholes, service reconnections, and associated work. Zone 2: Portion of Ponderosa Drive south of Poly Drive. Included 360 LF of 8" sanitary sewer main (both open cut replacement and CIPP lining the existing sewer main), manholes, lining existing manhole, service reconnections, and associated work. Zone 3: Burlington Ave area between 13th St W and 10th St W; 12th St W between Lewis Ave and Burlington Ave; Cottage Lane north of Lewis Ave; Romelda Lane north of Burlington Ave; and Wunnicke Lane north of Burlington Ave. Included 2,615 LF of 8" sanitary sewer main replacement, manholes, service reconnections, and associated work. Zone 4: The alley north of Montana Ave between North 27th St and North 20th St. Included the CIPP lining of 2,700 LF of the existing 15" and 18" clay sewer mains, a small portion of open cut replacement, service reconnections, manholes, lining existing manholes, and associated work. Zone 5: Area between 1st Ave S and State Ave and between South 41st St and South 39th St. Included 3,100 LF of 8" sanitary sewer main replacement (primarily CIPP lining the existing sewer main with a small portion of open cut replacement), manholes, lining existing manhole, service reconnections, and associated work.

SUPERINTENDENT: John Grinsteiner/David Sutherland

PROJECT MANAGER: Neil Boyce

CONTRACT AMOUNT: \$3,314,566.10

CONTRACT DATE: 4/14/2023

PROJECT: Livingston Regional Sewer Extension Project

OWNER: City of Livingston
330 N Bennett Street
Livingston, MT 59047
Shannon Holmes, Public Works Director
(406) 223-6565
sholmes@livingstonmontana.org

ENGINEER: TD&H Engineering
234 East Babcock Street Suite 3
Bozeman, MT 59715
(406) 586-0277
Matt McGee, Project Engineer
matt.mcgee@tdhengineering.com

WORK PERFORMED: Installation of 3,688 LF of 4 “ pipe for sewer service lines. Construction of new sewer mains (9,829 LF of 8”, 3,220 LF of 10”), sewer service to each property extended off the main to the property line, bedding material, backfill, dewatering, compaction, sewer testing, asphalt and gravel road trench removal and replacement, and all other work related to construction of a complete and operable sewer system.

SUPERINTENDENT: Corina Bruce / Chad Richards

PROJECT MANAGER: Dillon Clause

CONTRACT AMOUNT: \$2,706,194.50

CONTRACT DATE: 2/7/2023

PROJECT: W.O. 22-10 Alkali Creek Water and Sewer Extension

OWNER: City of Billings
210 N. 27th Street
Billings, MT 59101
Travis Harris
(406) 200-0208
Email: harrist@ci.billings.mt.us

ENGINEER: Morrison Maierle
315 N. 25th St., Suite 102
Billings, MT 59101
John Heine
(406) 591-3829
Email: jheine@m-m.net

WORK PERFORMED: As an extension of water and sewer service for future development, the project consisted of 3,926 LF of 21" sanitary sewer, fifteen sanitary sewer manholes, two live creek crossings, 3,705 LF of 12" water main and appurtenances, asphalt restoration, and extensive seeding. Not only were unconventional dewatering techniques implemented successfully, unstable soils were encountered throughout at depths exceeding 25'.

SUPERINTENDENT: John Grinsteiner / David Sutherland

PROJECT MANAGER: Chad Hasler

CONTRACT AMOUNT: \$3,875,064.00

CONTRACT DATE: 4/12/22

**SUBSTANTIAL
COMPLETION DATE:** 7/11/23

PROJECT: Neilsen Halvorsen Addition Sewer Rehabilitation Project

OWNER: City of Sidney
115 2nd St. N.E.
Sidney, MT 59270
Rick Norby, Mayor
(406) 433-7509
Email: clerktreasurer@cityofsidneymt.com

ENGINEER: Morrison Maierle
315 N. 25th St. S.E.
Billings, MT 59270
Laura Gundlach, P.E.
(406) 656-6000
Email: lgundlach@m-m.net

WORK PERFORMED: Installation of 1,600 LF of 8” PVC gravity sewer main including 48” sanitary sewer manholes, 245 LF sanitary sewer service line with reconnections, concrete flatwork, asphalt restoration, lawn restoration, valley gutter restoration, underground utility crossings.

SUPERINTENDENT: Dillon Clause

PROJECT MANAGER: Jock Clause

CONTRACT AMOUNT: \$859,068.00

CONTRACT DATE: 4/4/22

**SUBSTANTIAL
COMPLETION DATE:** 7/22/22

PROJECT: Ravalli County TEDD Wastewater Project, Phase 1

OWNER: Ravalli County
215 S. 4th St., Suite C
Hamilton, MT 59870
Donnie Ramer, Director of Public Works
(406) 375-6500
Email: dpw@cityofhamilton.net

ENGINEER: HDR Engineering, Inc
700 SW Higgins Ave., Suite 300
Missoula, MT 59803
Dan Harmon, P.E.
(406) 532-2207
Email: dan.harmon@hdrinc.com

**WORK
PERFORMED:** Installation of approximately 2,481 LF of 12" diameter sewer gravity main,
crossing the Montana Rail Link right-of-way using a boring and casing, crossing
of the Corvallis Canal and Water Company Canal, and re-paving Old Corvallis
Road following the installation of the sanitary sewer gravity main and service
line connections.

SUPERINTENDENT: Corina Bruce

PROJECT MANAGER: Dillon Clause

CONTRACT AMOUNT: \$1,463,830.00

CONTRACT DATE: 2/8/22

**SUBSTANTIAL
COMPLETION DATE:** 5/6/22



WESTERN MUNICIPAL CONSTRUCTION, INC.

5855 Elysian Road Billings, MT 59101

Phone (406) 254-2106 Fax (406) 245-9736

April 24, 2025

Matt McGee, P.E.
TD & H Engineering
234 E. Babcock Street
Bozeman, MT 59715

Re: Livingston Sanitary Sewer I & I

Matt,

The following is a list of subcontractors for this project.

- CIP Construction Technologies – Manhole Lining
Jim Swain
406-291-8017
134 1st Ave West
Kalispell, MT 59750
- UCMC LLC – Pipe Bursting
Jerry Currey
425-641-2926
12819 SE 38th Street #406
Bellevue, WA 98006
- Vortex Services LLC – CIPP Lining
Chris Peccia
406-447-5050
3400 Continental Drive
Helena, MT 59601

Thank you,

A blue ink signature of Terry Sutherland, written in a cursive style.

Terry Sutherland
Project Manager/Estimator

UCMC, LLC

Projects Sch. For 2023

City of Oak Harbor, Wash.

2,600 LF of 8"-8" Sewer Line Replacement

Water Dist. # 90 Renton, Wash.

14,000 LF 6"-8"/8"-10"/ 10"-12" Steel water line
Replacement

City of Centralia, Wash.

3,650 LF of 8"-8" sewer line

City of Dayton, Wash

3,000 LF of 8"-8" sewer line

Ike Kinswa State Park

1,500 LF 6"-6" HDPE / And 83 Fused of Y'S

City if Hillsboro, Ore.

1,800 LF 18'-22" Sewer line

1,659 LF 24"-28" "/////////////"

City of Centralia, Wash
1,500 Lf of 18" water line
385 LF of 12" Water line

PART LIST OF PROJECTS **LAST 5 YR**

1-503
874 4233

project name	Owner	Contract Name	Footage installed	Sizes
2015 sewer rehab.	City of Colville, Wash.	Ron Frostard PM 1-509-684-1489	1,650 Lf	6"-10"
East Basin Upgrade PH-2	City of Gresham, Ore.	Al Thorne PM 1-503-618-2669	1,050lf / 600Lf	15'-22/12" 20"
2014 Sewer Rehab.	Ronald Sewer Dist.	George Dick 1-206-546-2494	1,700 lf	8"-8"
Royal Woodlands PH2	City of Beaverton, Or.	Ben Shaw PM	2,900lf	8"-8"
2013 Sewer Rehab.	City of Colville, Wash	Ron Froster Pm 1-509-684-1489	750 Lf	6"-8"
Tranale Sewer Rehab	City of Longview, Wash.	Mark Burchin 1-360-442-5200	1,800lf	8"-10"
2013 Sewer Rehab	City of Dayton, Ore	Dennie Muchmore 1-503-585-2474	1,100 lf	8"-16"
Overlook Sewer Rehab.	City of Portland Or.	Dan Johnson PM 1-503-793-8313 Emery & Sons	2,320Lf he will have owner name	10"-12"
2013 Sewer Rehab	City of Jt. City Ore.	Dennie Muchore 1-503-585-2474	900lf/320lf	10"-12'/8"-8"
2013 Sewer Rehab.	City of Sherwood, Ore	Craig Christmrse 1-503-925-2301	1,300lf	10"-18"
2013 sewer rehab	City of Monore Wash	Scott Christon Pm 1-425-637-3693	900lf	8"-8"
2012 Sewer Rehab	City of Chelan wash	Dwane Van Epps 1-509-682-8030	1,000lf	8"-10"
2013 Sewer rehab.	City of Bellingham, Was	Craig Mueller PM 1-360-778-7927	9,500lf	8"-8"
2013 sewer rehab.	City of Hillsbrow ore.	Charlie Shell 1-503-681-6253	1,300lf	12"16"
2012 sewer Rehab	City of Hillsbrow, Ore	Charlie Shell 1-503-681-6253	4,100 LF	12"-16" 15"-18"

CIP Construction Technologies, Inc.

Office: 134 1st Ave W Kalispell, MT 59901

Shop: 2364 Seven Springs Rd Butte, MT 59750

Phone (406) 291-8017

PO Box 13401 Mesa, AZ 85216 (602) 341-0602

Bookkeeping Phone: (406) 257-3938 Fax (406) 752-4630

E-mail: JimSwain@cipmanhole.com Website: www.cipmanhole.com

Work History Details

City of Flagstaff Ponderosa Pkwy Manhole Rehab

Four (4) MHs were rehabbed with this project. KE&G utilized the services of CIP Technologies for the interior lining of the brick MHs in Flagstaff. Utilized the CIP Liner System for 4 Manholes, utilizing McNeil Technologies cured-in-place fiberglass/PVC – 6800 Series. All 4 MHs were completed in a 3-day period. This entailed power washing the MH interiors and removal of all dislodged debris.

Role: John Warner - Project Sponsor/Project Manager/Engineer – General Contractor – jwarner@kegtus.com

Jim Swain - CIP President/Owner, Justin Cook-Superintendent, Jenna Swain-Foreman, Josh Swain-Chief Technician Installer

Original Cost: \$41,400

Final Cost: \$41,400

Construction Dates: June 26th – 28th, 2019

Similar projects were performed in 2018 and 2020 for the City.

City of Tempe -- Rio Salado & Scottsdale Blvd Manhole Rehab

One (1) MH was rehabbed with this project. B and F Construction utilized the services of CIP Technologies for the interior lining of a severely deteriorated MH in a major intersection in Tempe, AZ. Utilized the CIP Liner System for 1 Manhole, utilizing McNeil Technologies cured-in-place fiberglass/PVC – 11600 Series. The MH was completed in a 7-day period. This entailed power washing the MH interiors and removal of all dislodged debris.

Role: Josh Onstott - Project Sponsor/Project Manager – General Contractor
Joe Graham Dibble Engineering – Engineer 602-448-6610 joe.graham@dibblecorp.com

Jim Swain - CIP President/Owner, Justin Cook-Superintendent, Jenna Swain-Foreman, Josh Swain - Chief Technician Installer

Original Cost: \$55,500

Final Cost: \$55,500

Construction Dates: November 18th – 24th, 2022

City of Lindon City, UT – Bypass MH Rehab Project

Four (4) MHs were rehabbed with this project. The City utilized the services of CIP Technologies for the interior lining of 4 severely deteriorated MHs in a force main charged series of manholes. Utilized the CIP Liner System for 1 Manhole, utilizing McNeil Technologies cured-in-place fiberglass/PVC – 6800 Series. The MHs were completed in a 4-day period. This entailed power washing the MH interiors and removal of all dislodged debris.

Role: Juan Garrido - Project Sponsor/Project – 801-420-1272 jgarrido@lindoncity.org

Jim Swain - CIP President/Owner, Justin Cook-Superintendent, Jenna Swain - Foreman, Josh Swain - Chief Technician Installer

Original Cost: \$71,364

Final Cost: \$71,364

Construction Dates: February 11th – 15th, 2024

Big Mountain Water & Sewer District Manhole Rehab

Twenty two (22) MH's were rehabbed with this project. The sewer district utilized the services of CIP Technologies for the interior lining of these severely deteriorated MHs near Whitefish, MT. Utilized the CIP Liner System for 22 manholes, utilizing cured-in-place fiberglass/PVC – 6800 Series. The MHs were completed in a 30-day period. This entailed power washing the MH interiors and removal of all dislodged debris.

Also, 18 manholes were rehabbed via the Mr Manhole Chimney leveling process.

Role: Paul Montgomery – Anderson Montgomery Engineering, Helena, MT – Engineer 406-459-8463 paul@a-mce.com

Jim Swain - CIP President/Owner, Jenna Swain - Foreman, Josh Swain - Chief Technician Installer

Original Cost: \$355,343

Final Cost: \$355,343

Construction Dates: September 2022

CIP Construction Technologies, Inc.

Office: 134 1st Ave W Kalispell, MT 59901

Shop: 2364 Seven Springs Rd Butte, MT 59750

Phone (406) 291-8017

PO Box 13401 Mesa, AZ 85216 (602) 341-0602

Bookkeeping Phone: (406) 257-3938 Fax (406) 752-4630

E-mail: JimSwain@cipmanhole.com Website: www.cipmanhole.com

China Lake Naval Weapons Center Rehab

16 MH's were rehabbed with this project. The US Navy utilized the services of CIP Technologies for the interior lining of these MHs near Ridgecrest, CA. Utilizing cured-in-place fiberglass/PVC – 6800 Series. The MHs were completed in a 15-day period. This entailed power washing the MH interiors and removal of all dislodged debris.

Role: Ken Rissew, Frawner Corp -- Project Sponsor/Project Manager – General Contractor 907-441-2099 ken.rissew@gmail.com

Jim Swain - CIP President/Owner, Jenna Swain - Foreman, Josh Swain - Chief Technician Installer

Original Cost: \$70,212

Final Cost: \$70,212

Construction Dates: December 9 – 23, 2022

City of Kalispell MH Rehab

25 MH's were rehabbed over a decade and a half. The City utilized the services of CIP Technologies for the interior lining of these severely deteriorated MHs Ridgecrest, CA. Utilized the CIP Liner System for the manholes, utilizing cured-in-place fiberglass/PVC – 6800 Series. The MHs were completed in a 15-day period. This entailed power washing the MH interiors and removal of all dislodged debris.

Role: Tom Tabler, City Engineer 406-758-7720 ttabler@kalispell.com

Jim Swain - CIP President/Owner, Jenna Swain - Foreman, Josh Swain - Chief Technician Installer

Original Cost: ~\$225,000

Final Cost: \$225,000

Construction Dates: 2005 – 2023

City of Billings, MT MH Rehab

12 MH's were lined during the summer of 2023. The City utilized the services of CIP Technologies. Utilized the CIPM Liner System for the manholes, utilizing cured-in-place fiberglass/PVC – 6800 Series. The MHs were completed in a 15-day period. This entailed power washing the MH interiors and removal of all dislodged debris as well as lining invert channels.

Role: Travis Harris 406-200-0208 harrist@billingsmt.gov – City Engineer

Jim Swain - CIP President/Owner, Justin Cook - Superintendent, Josh Hullinger - Technician, Cody Nordberg - Installer

Original Cost: ~\$186,105

Final Cost: \$186,105

Construction Dates: August - October 2023

Jordanelle SSD, Heber City, UT MH Rehab

51 MH's were lined over the course of 5 consecutive years on a repeated annual contract. The district utilized the services of CIP Technologies. Utilized the CIPM Liner System for the manholes, utilizing cured-in-place fiberglass/PVC – 6800 Series. This entailed power washing the MH interiors and removal of all dislodged debris.

Role: Chance Morris – Operator 435-671-3166, chance@jssd.us

Jim Swain - CIP President/Owner, Justin Cook - Superintendent, Josh Hullinger - Technician, Cody Nordberg – Installer, Jenna Swain-Foreman, Josh Swain - Chief Technician Installer

Original Cost: ~\$502,333

Final Cost: \$502,333

Construction Dates: 2019 - 2023

CIP Construction Technologies, Inc.

Office: 134 1st Ave W Kalispell, MT 59901

Shop: 2364 Seven Springs Rd Butte, MT 59750

Phone (406) 291-8017

PO Box 13401 Mesa, AZ 85216 (602) 341-0602

Bookkeeping Phone: (406) 257-3938 Fax (406) 752-4630

E-mail: JimSwain@cipmanhole.com Website: www.cipmanhole.com

City of Miles City, MT MH Rehab

18 MH's were lined during the summer of 2023. The district utilized the services of CIP Technologies. Utilized the CIPM Liner System for the manholes, utilizing cured-in-place fiberglass/PVC – 6800 Series. This entailed power washing the MH interiors and removal of all dislodged debris.

Role: Tom Speelman – PWD, 406-853-0844 tspeelman@milescity-mt.org

Jim Swain - CIP President/Owner, Justin Cook - Superintendent, Josh Hullinger - Technician, Cody Nordberg – Installer

Original Cost: ~\$186,222

Final Cost: \$186,222

Construction Dates: July August 2023

Hill County, MT MH Rehab

3 lift stations and 2 MH's were lined during the fall of 2023. The County utilized the services of CIP Technologies. Utilized the CIPM Liner System for the manholes, utilizing cured-in-place fiberglass/PVC – 6800 Series. This entailed power washing the MH interiors and removal of all dislodged debris.

Role: Tyler Smith 406-262-3178 tyler@lakesideexcavation.com – General Contractor

Jim Swain - CIP President/Owner, Justin Cook - Superintendent, Josh Hullinger - Technician, Cody Nordberg – Installer

Original Cost: ~\$78,232

Final Cost: \$78,232

Construction Dates: October 2023

Barrow, AK Sewer Vault Rehab

12 sewer vaults were rehabbed over two consecutive years. The City utilized the services of CIP Technologies for the interior lining. Utilized the CIP Liner System. The MHs were completed in a three week period in Fall of 2019 and again in Fall of 2020. This entailed power washing the interiors and removal of the failed spray-on coating.

Role: Barrow Utilities and Electric Cooperative, Inc – Owner -- City of Barrow, AK
Tim Russell & Seko Unutoa
1295 D Agvik St
Utqiagvik, AK 99723
907-852-2009
Timothy.Russell@bueci.org

Jim Swain - CIP President/Owner, Jenna Swain-Foreman, Josh Swain - Chief Technician Installer

Original Cost: ~\$820,000
Final Cost: \$820,000
Construction Dates: 2019 - 2020

Choteau, MT Rehab

16 MHs were rehabbed. The City utilized the services of CIP Technologies for the interior lining of these severely leaking MHs. Utilized the CIP Liner System 6800 Series. The MHs were completed in a two week period in June 2019.

Role: City of Choteau, MT, Mike Maples – PWD 406-590-2262 publicworks@3rivers.net

Jim Swain - CIP President/Owner, Jenna Swain-Foreman, Josh Swain - Chief Technician Installer

Original Cost: ~\$69,000
Final Cost: \$69,000
Construction Dates: 2019
16 holes
\$69,000

CIP Construction Technologies, Inc.***Office: 134 1st Ave W Kalispell, MT 59901******Shop: 2364 Seven Springs Rd Butte, MT 59750******Phone (406) 291-8017******PO Box 13401 Mesa, AZ 85216 (602) 341-0602******Bookkeeping Phone: (406) 257-3938 Fax (406) 752-4630******E-mail: JimSwain@cipmanhole.com Website: www.cipmanhole.com*****Carlsbad Caverns NP Wetwell Rehab**

2 wetwells were rehabbed at the bottom of the cave. The Park Service utilized the services of CIP Technologies for the interior lining of these structures. Utilized the CIP Liner System 6800 Series. The job was completed in 8 days in 2009.

See case history at cipmanhole.com.

Original Cost: ~\$87,000

Final Cost: \$87,000

Construction Dates: May 2009

Vortex Services, LLC. (Rocky Mountain Region)

CIPP Project List

2/19/2025

161

PEC Project NO.	Project Name	Owner / Prime Contractor	City	State	Contact	Phone	Address	LF	Dia.	Date Completed	Contract Amount
C2501	Sewer Lining Project 2025	Ephrata, WA	Ephrata	WA	Shawn O'Brien	509-754-4601	121 Alder Street, Ephrata WA	20,500	8"-12"	7/1/25	\$ 1,355,663.95
C2415	2025 CIPP Downtown Sewer Rehabilitation Project	Blackfoot, ID	Blackfoot	ID	Ethan Sunderland	208-932-4486	400 Memorial Drive, Idaho Falls ID 83402	6,841	8"-12"	4/1/25	\$ 442,995.00
C2414	East Helena Headworks and CIPP Lining	East Helena, MT	East Helena	MT	Jeremy Perlinski	406-447-5000	3147 Saddle Drive, Helena MT 59601	7,553	8"-21"	9/1/25	\$ 988,950.00
C2413	Hall Terrace and Hurley Drive Water and Sewer Main Improvements	Glasgow, MT	Glasgow	MT	Alex Heesch	406-259-3741	536 Kathy Lane, Billings MT 59105	1,600	8"	8/1/25	\$ 125,950.00
C2412	CIPP 2025	South Davis Sewer District	West Bountiful	UT	Lanese Hendrickson	970-689-3166	1800W 1200N West Bountiful UT 84087	4,005	12"-21"	5/1/25	\$ 484,975.00
C2411	Sewer Line Rehabilitation Phase 2	Idaho Falls	Idaho Falls	ID	Robert Cox	208-612-8265	380 Constitution Way, Idaho Falls, ID 83402	9,900	8"-21"	11/18/24	\$ 615,995.00
C2410	Wastewater Improvements Project	Cascade	Cascade	MT	Boland Const.	406-761-1063	4701 North Star Blvd	320	8"	8/26/24	\$ 51,310.00
C2409	2024 CIPP	Anaconda	Anaconda	MT	Forrest Jay	406-497-6320	155 W Granite St. Butte MT 59701	2,103	8"	8/21/24	\$ 114,448.00
C2408	2024 Sewer Rehab Bundle 01	Salt Lake City	Salt Lake City	UT	Moriah Gamache	801-483-6874	1530 S. West Temple St. SLC, UT 84115	3,179	8"-21"	12/1/24	\$ 900,000.00
C2407	2024 Sewer Rehab	Idaho Falls	Idaho Falls	ID	Robert Cox	208-612-8265	380 Constitution Way, Idaho Falls, ID 83402	18,186	8"-12"	10/17/24	\$ 1,021,504.00
C2406	2024 Sewer Liner Project	Orem, UT	Orem	UT	Sam Kelly	801-2297058	56 North State Street - Orem, UT 84057	22,444	6"-24"	12/31/24	\$ 1,325,000.00
C2405	2024 Sewer Main Replacement	Billings, MT	Billings	MT	Doug Magnus	406-869-4274	2224 Montana Ave. Billings MT 59101	5,675	8"	7/31/24	\$ 334,150.00
C2404	2024 Sanitary Sewer Rehab	Pocatello, ID	Pocatello	ID	Austin Suing	208-234-6228	911 N 7th avenue, Pocatello ID 83201	7,331	8"	6/14/24	\$ 369,950.00
C2403	2024 CIPP Sewer Rehabilitation Projects	Mount Olympus Sewer District	Salt Lake City	UT	Dean Ayala	801-262-2904	3932 South 500 East, Salt Lake City UT, 84107	17,970	8"-12"	5/24/24	\$798,950.00
C2402	Wastewater Collection System Improvements	Joliet	Joliet	MT	Paul Simonich	406-431-8209	116 S Main Street	1,734	8"	7/1/24	\$145,850.00
C2401	Annual Sewer Cleaning	Eastgate Village	Eastgate	MT	Brian Palkovich	406-949-2221	PO Box 1220, East Helena MT 59635	12,000	8"	5/1/24	\$18,000.00
C2313	Chester Wastewater Improvements - 2024	Chester, MT	Chester	MT	Chris Hayes	406-447-5050	3147 Saddle Drive, Helena MT 59601	4,612	8"-10"	6/1/24	\$397,336.00
C2312	Treasure State Acres UV Lining	Treasure State	Helena	MT	Mathew Mudd	406-449-8627	2501 Belt View, Helena, MT 59601	1,207	8"	10/31/23	\$78,958.00
C2311	2023 Cured in Place Pipe	Twin Falls	Twin Falls	ID	Mark Holtzen	208-733-2414	2114 Village Park Ave. Twin Falls ID 83301	8,899	8"	2/1/24	\$458,955.00
C2310	Gardiner Wastewater Improvements	Gardiner	Gardiner	MT	Prospect Const.	406493-1300	2605 W. Broadway St., Missoula MT 59808	2,513	8"-18"	5/1/24	\$305,450.00
C2309	FY 2023/2024 Various CIPP and Point Repairs	Salt Lake City	Salt Lake City	UT	Maggi Trimble	440-622-1083	1530 S. West Temple St. SLC, UT 84115	13,759	8"-18"	4/1/24	\$1,355,333.00
C2308	Harlowton Wastewater Improvements 2023	Harlowton	Harlowton	MT	Chris Hayes	406-447-5000	3147 Saddle Drive, Helena MT 59601	11,948	8"	6/1/24	\$800,950.00
C2307	Cured in Place Pipe Project	Helena	Helena	MT	Jamie Clark	406-447-8430	316 N Park, Helena MT 59623	12,574	8"-18"	11/16/23	\$810,220.00
C2306	Valeria Way	Great Falls	Great Falls	MT	Amanda Brownlee	406-455-8122	1025 25th Ave NE Great Falls MT 59403	3,084	18"-30"	11/20/23	\$406,870.00
C2305	Jordan Dam Outlet	Four Diamond Ranch	Wilsall	MT	Jim Willis	406-839-9730	20 Bright Lane, Wilsall MT 59086	200	18"	10/18/23	\$85,000.00
C2304	Phase 25 Sewer Rehab	Great Falls	Great Falls	MT	Amanda Brownlee	406-455-8122	1025 25th Ave NE Great Falls MT 59403	18,153	8"-15"	1/15/24	\$858,950.00
C2303	SR-186 UDOT Project	Salt Lake City	Salt Lake City	UT	Maggi Trimble	440-622-1083	1530 S. West Temple St. SLC, UT 84115	7,240	8"-24"	4/1/24	\$1,850,875.00
C2302	2022 Sewer Lining Replacement Project	North Ogden	North Ogden	UT	Trent Wilkins	801-782-8111	505 E 2600 N Ogden UT 84414	13,148	8"	5/8/23	\$452,136.00
C2301	2021-2023 CIPP Sewer Rehab	Mount Olympus Sewer District	Salt Lake City	UT	Dean Ayala	801-262-2904	3932 South 500 East, Salt Lake City UT, 84107	26,736	8"-18"	9/14/23	\$751,636.25
C2220	Sewer Line Rehabilitation 2023	Idaho Falls	Idaho Falls	ID	Gary Olson	208-612-8265	380 Constitution Way, Idaho Falls, ID 83402	6,128	8"-18"	4/28/23	\$378,183.00
C2219	2022 Misc. CIPP Lining Projects	Midvalley Improvement District	Midvale	UT	Brad Powell	801-209-6086	160 East 7800 South, Midvale UT 84047	14,783	8"-10"	7/28/23	\$802,082.00
C2218	Misc Cured in place pipe Projects	South Davis Sewer District	West Bountiful	UT	Lanese Hendrickson	970-689-3166	1800W 1200N West Bountiful UT 84087	6,075	8"-18"	6/29/23	\$517,794.00
C2217	Citywide Sewer Improvementsw 2021/2022	Salt Lake City	Salt Lake City	UT	Jenni Oman	440-622-1083	1530 S. West Temple St. SLC, UT 84115	8,075	8"-12"	7/1/23	\$654,500.00

Vortex Services, LLC. (Rocky Mountain Region)

CIPP Project List

2/19/2025

162

PEC Project NO.	Project Name	Owner / Prime Contractor	City	State	Contact	Phone	Address	LF	Dia.	Date Completed	Contract Amount
C2216	2022/2023 Sewer Rehabilitation Project	La Grande, OR	La Grande	OR	Kyle Carpenter	541-935-1333	800 X Avenue, La Grande, OR 97850	3,620	8"-27"	6/30/23	\$488,850.00
C2215	2022-2023 CIPP	Baker City, OR	Baker City	OR	Joyce Bornstedt	541-524-2046	PO Box 650, Baker City, OR 97814-0650	2,201	8"-15"	5/1/23	\$150,000.00
C2214	2022-23 Stormwater Improvements	Bozeman, MT	Bozeman	MT	Russell Smith	406-582-2937	7 East Beall, Bozeman MT 59715	183	18"	5/1/23	\$52,500.00
C2213	Wolf Creek N&S	Riverside Const.	Wolf Creek	MT	Russ Gaub	406-256-0555	5571 Alloy South, Missoula MT 59808	610	30"-36"	6/1/24	\$319,651.00
C2212	Wolf Point Wastewater Phase 1	JR Civil	Wolf Point	MT	Dustin Grossman	406-860-4940	PO Box 51330, Billings MT 59105	2,530	8"	6/1/23	\$155,025.30
C2211	Westwood Ditch	Billings, MT	Billings	MT	Jeremy Hauge	406-237-6158	PO Box 1178, Billings MT 59103	155	12"	6/28/22	\$32,500.00
C2210	Butte CCTV Lexington Ave.	Butte, MT	Butte	MT	Forrest Jay	406-497-6320	155 W Granite St. Butte MT 59701	1,400	12"	10/19/22	\$35,000.00
C2209	Phase 24 Sanitary Sewer Trenchless Rehabilitation	Great Falls, MT	Great Falls	MT	Amanda Brownlee	406-455-8122	1025 25th Ave NE Great Falls MT 59403	13,582	8"-24"	12/31/22	\$888,850.00
C2208	2022 Billings Water and Sewer Replacement Project	COP Construction	Billings	MT	Doug Magnus	406-869-4274	2224 Montana Ave. Billings MT 59101	7,530	8"	2/1/23	\$428,930.00
C2207	Citywide Sewer Improvementsw 2021/2022	Salt Lake City	Salt Lake City	UT	Jenni Oman	440-622-1083	1530 S. West Temple St. SLC, UT 84115	25,045	8"-48"	8/1/22	\$2,352,949.00
C2206	Storm Drain	Brighton Homes	West Jordan	UT	Taylor Spendlove	801-803-1090	45 E Center St. North SLC, UT 84054	162	18"	3/22/22	\$38,500.00
C2205	22B Sewer Rehabilitation Project	Granger Hunter Improvement District	West Jordan	UT	Jeremy Gregory	801-955-2208	2888 South 3600 west, West Valley, UT 84170	13,408	8"-18"	8/1/22	\$485,699.00
C2204	Sewer Lining Project 2022	Othello	Othello	WA	Shawn O'Brien	509-331-2711	500 East Main, Othello WA 99344	27,980	8"-12"	12/31/22	\$838,636.56
C2203	2021 Sewer Lining Replacement Project	North Ogden	North Ogden	UT	Trent Wilkins	801-782-8111	505 E 2600 N Ogden UT 84414	8,260	8"	9/1/22	\$237,500.00
C2202	2021/2022 Sewer Rehabilitation Project	La Grande, OR	La Grande	OR	Kyle Carpenter	541-935-1333	800 X Avenue, La Grande, OR 97850	5,840	8"	4/1/22	\$192,250.00
C2201	2021-2023 CIPP Sewer Rehab	Mount Olympus Sewer District	Salt Lake City	UT	Dean Ayala	801-262-2904	3932 South 500 East, Salt Lake City UT, 84107	4,227	12"-30"	3/1/22	\$848,114.00
C2112	Eastgate Clean and TV	Eastgate Village	Eastgate	MT	Brian Palkovich	406-949-2221	PO Box 1220, East Helena MT 59635	7,700	8"	10/14/21	\$11,554.00
C2111	2021-2022 CIPP	Baker City, OR	Baker City	OR	Joyce Bornstedt	541-524-2046	PO Box 650, Baker City, OR 97814-0650	2,110	6"-8"	3/1/22	\$110,132.00
C2110	Foothills Drive	Salt Lake City	Salt Lake City	UT	Maggi Trimble	440-622-1083	1530 S. West Temple St. SLC, UT 84115	5,718	8"-12"	2/1/22	\$215,428.00
C2109	CIPP Project	ANG of GF	Great Falls	MT	Aaron Jewett	406-791-0516	2800 Airport Drive, Great Falls MT 59404	410	8"-10"	10/1/21	\$30,000.00
C2108	Belt N&S Phase 2	Riverside Const.	Belt	MT	Russ Gaub	406-256-0555	5571 Alloy South, Missoula MT 59808	292	24"	3/1/22	\$100,001.00
C2107	Loves Travel Stop	Venture Construction	Great Falls	MT	Grant Garber	913-642-2972	11490 Strang Line Road, Lenexa KS 66215	141	10"	10/1/21	\$30,000.00
C2106	Misc Cured in place pipe Projects	South Davis Sewer District	West Bountiful	UT	Lanese Hendrickson	970-689-3166	1800W 1200N West Bountiful UT 84087	7,380	8"-12"	12/1/21	\$223,850.00
C2105	SLC Citywide Rehab	Salt Lake City	Salt Lake City	UT	Maggi Trimble	440-622-1083	1530 S. West Temple St. SLC, UT 84115	4,801	8"-12"	11/1/21	\$288,304.00
C2104	Sanitary Rehab Phase 23	Great Falls, MT	Great Falls	MT	Matt Proud	406-771-1258	1025 25th Ave NE Great Falls MT 59403	15,460	8"-30"	10/1/21	\$828,532.00
C2103	Sewer Lining Project 2021	Othello	Othello	WA	Shawn O'Brien	509-331-2711	500 East Main, Othello WA 99344	24,811	8"-24"	1/1/22	\$893,602.00
C2102	Sewer Collection Improvements	Western Municipal Construction	Polson	MT	Chad Hasler	406-254-2106	5855 Elysian Road, Billings MT 59101	163	8"	8/5/21	\$35,000.00
C2101	2021-2023 CIPP Sewer Rehab	Mount Olympus Sewer District	Salt Lake City	UT	Dean Ayala	801-262-2904	3932 South 500 East, Salt Lake City UT, 84107	15,716	8"-18"	11/1/21	\$445,867.00
C2019	Holladay Hills Sewer Rehab	Mount Olympus Sewer District	Salt Lake City	UT	Dean Ayala	801-262-2904	3932 South 500 East, Salt Lake City UT, 84107	704	8"-10"	12/2/21	\$48,500.00
C2018	2020 CIPP Rehabilitation	Sandpoint, ID	Sandpoint	ID	Pete Stayton	208-762-8787	7825 Meadowlark Way, Coeur D'Alene, ID 83815	10,834	8"-10"	7/1/21	\$437,350.00
C2017	2020 - 2021 CIPP Wastewater Rehab	Baker City, OR	Baker City	OR	Joyce Bornstedt	541-524-2046	PO Box 650, Baker City, OR 97814-0650	1,793	8"-18"	2/22/21	\$135,550.00
C2016	Wastewater System Improvements	Geraldine, MT	Geraldine	MT	Jeff Anderson	406-727-0000	3701 River Drive North, Great Falls MT 59405	1,945	8"	7/1/21	\$145,039.45
C2015	Lander North and South	Wyoming DOT	Lander	WY	Wilson Brothers		PO Box 638, Cowley WY 82420	765	18"-30"	11/30/21	\$316,785.00
C2014	2020 Inflow and Infiltration Mitigation	Kalispell, MT	Kalispell	MT	Patrick Jentz	406-758-7859	201 1st Ave. Kalispell MT 59903	4,178	8"-18"	12/1/20	\$228,500.00
C2013	2020 Zone F Sewer Rehab	Nampa	Nampa	ID	Marshall Pierce	208-288-1992	305 N 3rd Ave. Pocatello, ID 83201	17,336	8"-24"	12/1/20	\$1,298,850.00
C2012	CCTV and Clean	Fort Harrison, MT	Fort Harrison	MT	Frank Foster	406-324-3712	2009 Williams St. Helena MT 59601	600	8"	6/12/20	\$4,850.00
C2011	Sanitary Sewer Improvements	Plentywood, MT	Plentywood	MT	Tyler Smith	406-265-9401	220 22nd Ave. Havre, MT 59501	11,669	8"	10/1/20	\$400,000.00
C2010	Annual Sewer Cleaning	Eastgate Village	Eastgate	MT	Brian Palkovich	406-949-2221	PO Box 1220, East Helena MT 59635	8,000	8"	6/12/20	\$20,000.00
C2009	2019 Sewer Rehabilitation Project	Helena, MT	Helena	MT	Ryan Leland	406-447-8430	316 N Park, Helena MT 59623	11,216	8"-18"	6/1/21	\$647,970.00
C2008	Water and Sewer 2019	Black Eagle, MT	Black Eagle	MT	Shawn Arthur	406-453-4085	2701 16th St NE, Black Eagle, MT	6,035	8"-12"	6/8/20	\$433,878.00

Vortex Services, LLC. (Rocky Mountain Region)

CIPP Project List

2/19/2025

163

PEC Project NO.	Project Name	Owner / Prime Contractor	City	State	Contact	Phone	Address	LF	Dia.	Date Completed	Contract Amount
C2007	2020 Sewer Rehabilitation	Pocatello, ID	Pocatello	ID	Austin Suing	208-234-6228	911 N 7th avenue, Pocatello ID 83201	9,231	8"-12"	10/1/20	\$298,850.00
C2006	Sanitary Sewer Rehabilitation, Phase 22	Great Falls, MT	Great Falls	MT	Mikaela Schultz	406-771-1258	2 Park Drive South, Great Falls MT 59401	12,700	8"-28"	12/1/20	\$845,000.00
C2005	Wastewater Improvements Project	Cascade, MT	Cascade	MT	Ryan Robinett	406-458-6472	420 Sierra Road, Helena MT 59602	605	8"	10/1/20	\$52,500.00
C2004	FY 2018-19 Various Sewer Rehab and Spot Repairs, Phase 1	Salt Lake City	Salt Lake City	UT	Maggi Trimble	440-622-1083	1530 S. West Temple St. SLC, UT 84115	18,814	8"-12"	10/1/20	\$1,009,985.00
C2003	2020 Sewer Projects	North Ogden	North Ogden	UT	Matt Hartvigsen	801-476-9767	1716 E 5600 S, South Ogden UT 84403	4,522	8"-12"	10/1/20	\$178,500.00
C2002	2019/2020 Sewer Rehabilitation Project	La Grande, OR	La Grande	OR	Kyle Carpenter	541-935-1333	800 X Avenue, La Grande, OR 97850	4,600	8"-27"	8/1/20	\$322,000.00
C2001	2018-2020 CIPP Sewer Rehabilitation Projects	Mount Olympus Sewer District	Salt Lake City	UT	Dean Ayala	801-262-2904	3932 South 500 East, Salt Lake City UT, 84107	13,300	8"-18"	10/1/20	\$401,926.00
C1914	Schedule 2 Montana Ave. Sewer Project	Billings, MT	Billings	MT	Jeff Dahlen	406-656-4632	242 S. 64th St. Billings, MT 59106	986	8"-18"	8/22/19	\$151,920.00
C1913	2019 Sewer Pipe Liners Project	Orem, UT	Orem	UT	Sam Kelly	801-2297058	56 North State Street - Orem, UT 84057	22,075	6"-15"	2/1/20	\$788,850.00
C1912	FY 2017-18 Various Sewer Rehab and Spot Repairs	Salt Lake City	Salt Lake City	UT	Derek Velarde	801-483-6772	1530 S. West Temple St. SLC, UT 84115	4,388	8"-10"	11/1/19	\$281,218.50
C1911	Fiscal Year 2019 Sewer Project	Nampa	Nampa	ID	Marshall Pierce	208-288-1992	305 N 3rd Ave. Pocatello, ID 83201	8,134	8"	7/23/19	\$261,864.00
C1910	2019-01 Sewer Rehabilitation	Northshore Utility District	Kenmore	WA	George Matote	425-398-4400	6830 NE 185th St. Kenmore WA 98028	49,815	8" - 18"	7/31/20	\$3,547,500.00
C1909	2018 CIPP Project	Spokane	Spokane	WA	Mike Morris	509-625-7921	808 West Spokane Falls Blvd, Spokane WA 99201	4,941	8" - 30"	8/8/19	\$605,274.00
C1908	Sewer Main Rehabilitation	Thompson Falls	Thompson Falls	MT	Carrie Gardner	406-495-6176	2501 Belt View, Helena, MT 59601	230	8"	6/17/19	\$28,750.00
C1907	CIPP Project	Park City Sewer District	Park City	MT	Myron Gross	406-633-2910	120 1st Ave. SW, Park City MT 59063	1,056	8"	3/12/19	\$68,886.00
C1906	2019 Rehabilitation Project	West Jordan, UT	West Jordan	UT	Greg Davenport	801-569-5043	7960 South 4000 West	21,175	8" - 10"	10/1/19	\$498,500.00
C1905	Slip Line 24 Inch	Bryant School	Helena	MT	Josh Mockel	406-227-6806	PO Box 682, East Helena MT 59635	367	24"	7/1/19	\$92,500.00
C1904	2019 Sewer Rehabilitation Project	La Grande, OR	La Grande	OR	Kyle Carpenter	541-935-1333	800 X Avenue, La Grande, OR 97850	4,470	8"-27"	8/1/19	\$318,850.00
C1903	2018-2020 CIPP Sewer Rehabilitation Projects	Mount Olympus Sewer District	Salt Lake City	UT	Dean Ayala	801-262-2904	3932 South 500 East, Salt Lake City UT, 84107	13,841	8"-18"	10/1/19	\$444,000.00
C1902	Sewer Rehabilitation Project 2017	Granger Hunter Improvement District	West Valley City	UT	Brad Paxman	801-968-3551	2888 South 3600 west, West Valley, UT 84170	17,996	8"-10"	11/1/19	\$445,000.00
C1901	Sewer Pipe Replacement	National Park Service	Mammoth	WY	Charlie Cooley	307-548-6216	1164 Road 7, Lovell WY 82431	410	6"	3/1/19	\$48,500.00
C1820	Trunk Main CCTV	East Helena, MT	East Helena	MT	Scott St. Clair	406-410-1125	306 E. Main St. East Helena MT 59635	4,063	15"	3/1/19	\$20,430.00
C1819	2018 Cured in Place Pipe Project	Baker City, OR	Baker City	OR	Joyce Bornstedt	541-524-2046	PO Box 650, Baker City, OR 97814-0650	2,695	6"-10"	7/1/19	\$115,000.00
C1818	2018 CIPP Rehabilitation	Wendell, ID	Wendell	ID	Tracy Ahrens	208-733-2414	115 Northstar Avenue, Twin Falls Id 83301	34,395	8"-12"	7/1/19	\$887,000.00
C1817	Annual Sewer Cleaning	Eastgate Village	Eastgate	MT	Brian Palkovich	406-949-2221	PO Box 1220, East Helena MT 59635	7,876	8"	10/24/18	\$17,721.00
C1816	Vaughn CCTV and Cleaning	Vaughn, MT	Vaughn	MT	Collette Anderson	406-495-6164	2501 Belt View, Helena, MT 59601	5,553	8"	10/31/18	\$16,772.00
C1815	Wastewater Improvements - 2018	Townsend, MT	Townsend	MT	Chris Hayes	406-447-5000	PO Box 5653, Helena MT 59604	5,088	8"-12"	6/1/19	\$357,571.00
C1814	Wastewater Collection System Improvements	Chester, MT	Chester	MT	Trisha Bodlovic	406-447-5000	PO Box 5653, Helena MT 59604	5,833	8"	6/1/19	\$435,461.00
C1813	Stormwater Line Repairs	Calumet Refinery	Great Falls	MT	Joe Dauner	406-217-3605	1900 10th Street NE, Great Falls MT 59401	774	27"	12/17/18	\$200,200.00
C1812	Sanitary Sewer Trenchless Phase 21	Great Falls, MT	Great Falls	MT	Mikaela Schultz	406-771-1258	2 Park Drive South, Great Falls MT 59401	12,501	8" - 9"	3/1/19	\$378,950.00
C1811	2018 Sewer Rehabilitation Project	Worden, MT	Worden	MT	Chad Hanson	406-281-8585	6780 Trace Center Ave. Billings MT	3,880	10"	1/1/19	\$128,850.00
C1810	Sewer Rehabilitation	Wallace, ID	Wallace	ID	Chris Horgan	208-762-8787	7825 Meadowlark Way, Coeur D'Alene, ID 83815	182	8"	8/1/18	\$10,000.00
C1809	Wastewater System Improvements	Montana Underground Construction	Hot Springs	MT	Mike Hartnett	406-495-9410	2001 11th Ave. Suite 16, Helena MT 59601	3,135	8"	9/1/18	\$174,880.00
C1808	CIPP Sewer Main Rehabilitations	Helena	Helena	MT	Jamie Clark	406-447-8098	316 Park Ave. Helena MT 59623	5,619	8" - 12"	8/1/18	\$328,850.00
C1807	Sewer Inspection	CRH	Trident	MT	Cory Janson	406-285-4967	4070 Trident Road, Three Forks MT 59752	2,500	6" - 8"	8/1/18	\$8,500.00
C1806	2018 Sewer Rehabilitation Project	Sandpoint, ID	Sandpoint	ID	Pete Stayton	208-762-8787	7825 Meadowlark Way, Coeur D'Alene, ID 83815	7,196	8" - 10"	8/1/18	\$228,055.00
C1805	2018 Sewer Rehabilitation - Phase 2	Idaho Falls, ID	Idaho Falls	ID	Gary Olson	208-612-8265	380 Constitution Way, Idaho Falls, ID 83402	1,954	8" - 24"	9/15/18	\$232,500.00

Vortex Services, LLC. (Rocky Mountain Region)

CIPP Project List

2/19/2025

164

PEC Project NO.	Project Name	Owner / Prime Contractor	City	State	Contact	Phone	Address	LF	Dia.	Date Completed	Contract Amount
C1804	2018-2020 CIPP Sewer Rehabilitation Projects	Mount Olympus Sewer District	Salt Lake City	UT	Dean Ayala	801-262-2904	3932 South 500 East, Salt Lake City UT, 84107	17,152	8" - 18"	11/1/18	\$558,000.00
C1803	2018 CIPP Project	Silverton, ID	Silverton	ID	Jessica Waller	208-762-8787	7825 Meadowlark Way, Coeur D'Alene, ID 83815	2,923	8"	8/1/18	\$88,500.00
C1802	NE Interceptor Rehabilitation, Phase 1	Great Falls, MT	Great Falls	MT	Mikaela Schultz	406-771-1258	2 Park Drive South, Great Falls MT 59401	10,176	18" - 30"	10/1/18	\$1,437,010.00
C1801	Phase 20, Sanitary Sewer Trenchless Rehabilitation	Great Falls, MT	Great Falls	MT	Courtney Lyerly	406-771-1258	2 Park Drive South, Great Falls MT 59401	13,303	8" - 20"	10/1/18	\$565,000.00
C1717	2017 Sanitary Sewer Main Replacement	Washington Terrace	Washington Terrace	UT	Steve Harris	801-395-8289	5249 South 400 East, Washington Terrace, UT 84405	1,210	12"	5/1/18	\$80,000.00
C1716	2017 CIPP Rehabilitation	Pocatello, ID	Pocatello	ID	Merril Quayle	208-234-6228	911 N 7th avenue, Pocatello ID 83201	10,937	8" - 10"	7/1/18	\$328,500.00
C1715	2017 Cured in Place Pipe Project	Baker City, OR	Baker City	OR	Joyce Bornstedt	541-524-2046	PO Box 650, Baker City, OR 97814-0650	3,221	6" - 15"	6/1/18	\$150,850.00
C1714	2017 Sewer Rehabilitation Project	La Grande, OR	La Grande	OR	Kyle Carpenter	541-935-1333	800 X Avenue, La Grande, OR 97850	3,590	8" - 27"	6/1/18	\$259,465.00
C1713	2017 Point Repair and CIPP Project	Weippe	Weippe	ID	Steven Schramm	208-746-9010	1630 23rd Ave. Lewiston ID 83501	12,930	8" - 10"	8/1/18	\$1,015,000.00
C1712	Culvert CCTV Inspection	MDT	Great Falls	MT	Harry Barnett	406-454-5889	200 Smelter Ave. NE, Great Falls MT 59404	300	30"	8/1/17	\$2,500.00
C1711	2017 Slip Lining Project	Midvalley Improvement District	Midvale	UT	Brad Powell	801-209-6086	160 East 7800 South, Midvale UT 84047	15,950	8" - 12"	4/1/18	\$414,128.00
C1710	Annual Sewer Cleaning	Eastgate Village	Eastgate	MT	Brian Palkovich	406-949-2221	PO Box 1220, East Helena MT 59635	9,000	8" - 12"	7/15/17	\$19,811.00
C1709	2015 Sewer Lining Contract 2	Seattle	Seattle	WA	Steve Colony	206-684-5068	700 5th Ave, Seattle WA 98104	20,000	8" - 18"	1/15/18	\$1,645,995.00
C1708	Sugar Beet Row Improvements Project	Missouri River Contractors	Whitehall	MT	Kris Anderson	406-443-2524	3384 US - 12, Helena MT 59601	950	8"	6/12/17	\$63,443.00
C1707	Wastewater Treatment Plant Project	Swank Enterprises	Cut Bank	MT	Travis Lake	406-279-3241	615 Pondera Ave. Valier MT 59486	560	8"	6/1/18	\$50,000.00
C1706	6th Avenue Water and Sewer Replacement	Cop Construction	Billings	MT	Doug Magnus	406-869-4274	2224 Montana Ave. Billings MT 59101	2,017	8" - 21"	6/23/17	\$316,480.00
C1705	Sanitary Sewer Rehabilitation 2017	Idaho Falls	Idaho Falls	ID	Gary Olson	208-612-8265	380 Constitution Way, Idaho Falls, ID 83402	1,489	8" - 18"	6/1/17	\$165,000.00
C1704	Sewer Rehabilitation Project 2017	Granger Hunter Improvement District	West Valley City	UT	Brad Paxman	801-968-3551	2888 South 3600 west, West Valley, UT 84170	33,000	8" - 12"	11/1/17	\$645,779.00
C1703	Sewer Rehabilitation Project	Mt Olympus Sewer District	Salt Lake City	UT	Dean Ayala	801-262-2904	3932 South 500 East, Salt Lake City UT, 84107	14,339	8" - 10"	7/1/17	\$355,555.00
C1702	2017 Sewer Projects	North Ogden	North Ogden	UT	Matt Hartvigsen	801-476-9767	1716 E 5600 S, South Ogden UT 84403	8,892	8"	4/1/17	\$247,112.00
C1701	2016 Spot Sewer and Lining Contract 1	King Construction	Seattle	WA	Brad Holt	253-838-7819	982 Thornton PL SW, Pacific WA 98047	9,000	6" - 21"	9/1/17	\$1,001,524.80
C1632	2016 Annual Sewer Relining Contract	City of Pasco	Pasco	WA	Maria Serra	509-545-344	N. 525 Third Ave. Pasco WA 99301	5,639	8" - 15"	9/1/17	\$252,495.00
C1631	2016 Sewer Main Improvements	Northshore Utility District	Kenmore	WA	George Matote	425-398-4400	6830 NE 185th St. Kenmore WA 98028	26,750	8" - 21"	8/1/17	\$1,204,500.00
C1630	Phase 2 Sanitary Sewer Improvements	Knife River Construction	Kellogg	ID	Vanner Hegbloom	208-712-7300	8844 W. Wyoming Ave. Rathdrum ID 83858	5,490	8" - 15"	7/1/17	\$288,060.00
C1629	2016 Sewer Cleaning	Eastgate Village	East Helena	MT	Brian Palkovich	406-949-2221	PO Box 1220, East Helena MT 59635	8,310	8"	10/26/16	\$18,685.00
C1628	Storm Water Facility Improvements	Kinkaid Construction	Havre	MT	Jameson Owen	480-646-4438	4505 E Virginia Street, Mesa AZ 85215	700	8"	11/30/16	\$75,450.00
C1627	48 Inch CIPP Lining	Shoshone Medical Center	Kellogg	ID	Justin Custis	208-784-4610	25 Jacobs Gulch, Kellogg ID 83837	360	48"	7/1/17	\$150,000.00
C1626	2016 Sewer Rehabilitation Project	Baker City	Baker City	OR	Joyce Bornstedt	541-524-2046	PO Box 650, Baker City, OR 97814-0650	4,448	8" - 12"	6/1/17	\$148,850.00
C1625	2016 CIPP Project	LaGrande City	Lagrande	OR	Kyle Carpenter	541-935-1333	800 X Avenue, La Grande, OR 97850	5,500	8" - 27"	6/1/17	\$235,895.00
C1624	Malmstrom Repair Building - 6" CIPP lining	Talcott Construction	Malmstrom AFB	MT	John Engebretsen	406-761-0018	PO Box 2493, Great Falls MT 59403	122	6"	2/1/17	\$22,500.00
C1623	Sewer Rehabilitation Project 2016	Granger Hunter Improvement District	West Valley City	UT	Brad Paxman	801-968-3551	2888 South 3600 west, West Valley, UT 84170	32,000	8"-15"	3/1/17	\$696,497.00
C1622	Material Manufacture	Allied Plumbing and Heating					Wetout and supplied 750' of 15" Liner				
C1621	2016 Sewer Lining Project	Vernal, UT	Vernal	UT	Daren Anderson	435-781-2550	2028 W 500 N, Vernal UT 84078	12,700	8"-15"	3/1/17	\$333,333.00
C1620	2015 Sewer Lining Contract 1	Seattle, WA	Seattle	WA	James Barnett	206-396-5278	700 Fifth Ave, Seattle WA, 98104	6,400	6"-18"	10/1/16	\$876,800.00
C1619	2016 N6 Basin Sewer Rehabilitation	Butte, MT	Butte	MT	Kim Snodgrass	406-782-5220	480 East Park Street, Butte MT 59701	3,535	8"-21"	2/1/17	\$222,576.00

Vortex Services, LLC. (Rocky Mountain Region)

CIPP Project List

2/19/2025

165

PEC Project NO.	Project Name	Owner / Prime Contractor	City	State	Contact	Phone	Address	LF	Dia.	Date Completed	Contract Amount
C1618	2016 Sewer Rehabilitation Project	Sandpoint, ID	Sandpoint	ID	Pete Stayton	208-762-8787	710 East Mullan, Coeur D'Alene, ID 83816	5,584	8"	8/1/16	\$215,000.00
C1617	Seattle Emergency Repair	Titan Earthworks	Seattle	WA	Josh Vogt	206-245-3204	701 5th Avenue Ste 4200, Seattle WA 98104	100	18"	5/11/16	\$35,000.00
C1616	2016 Various Sewer Rehabilitation and Spot Repair Phase 1	Salt Lake City, UT	Salt Lake City	UT	Victor Godfrey	801-495-4240	986 West 9000 South, West Jordan UT 84088	14,844	8"-12"	12/20/16	\$625,952.00
C1615	CIPP Sanitary Sewer Rehabilitation Project	Columbus, MT	Columbus	MT	Shoots Veis	406-256-1920	1211 Grand Ave. Ste 6, Billings MT 59104	22,264	8"-12"	11/1/16	\$930,000.00
C1614	Lewistown Mental Health Project	Lewistown Mental Health Hospital	Lewistown	MT	Jason Fry	406-535-6934	800 Casino Creek Drive, Lewistown MT 59457	516	8"	5/1/16	\$24,306.00
C1613	Infiltration and Inflow Mitigation Project	Whitefish, MT	Whitefish	MT	Paul Montgomery	406-449-3303	1064 N. Warren, Helena MT 59601	6,960	6"-10"	8/1/16	\$497,700.00
C1612	CIPP Sewer Lining	West Jordan, UT	West Jordan	UT	Greg Davenport	801-569-5070	8000 South Redwood Rd. West Jordan, UT 84088	5,245	8"	6/15/16	\$125,000.00
C1611	2015 Sewer Lining Project	Powell, WY	Powell	WY	Travis Conklin	307-587-4911	PO Box 1900, Cody WY 82414	13,950	8"-12"	12/1/16	\$592,500.00
C1610	CCTV Project	Hettinger ND	Hettinger	ND	Jon Brosz	701-206-0172	109 South Main, Bowman ND	500	24"	4/1/16	\$2,500.00
C1609	Baker City (Thompson and Thompson)	Thompson	Baker City	OR	Don Thompson	541-756-7511	1714 Hamilton, North Bend OR 97459	416	8"	3/1/16	\$18,500.00
C1608	Sewer Rehabilitation Project	Pleasant Grove City, UT	Pleasant Grove City	UT	John Schiess	801-763-5100	2162 West Grove Parkway, Pleasant Grove, UT 84062	9,775	8"	6/21/16	\$264,150.00
C1607	Phase 19 Sewer Rehabilitation	Great Falls, MT	Great Falls	MT	Courtney Lyerly	406-771-1258	2 Park Drive South, Great Falls MT 59401	15,073	8"-15"	2/1/17	\$525,436.00
C1606	2016 Sewer Rehabilitation Project	Coeur D' Alene, ID	Coeur D Alene	ID	Pete Stayton	208-762-8787	710 East Mullan, Coeur D'Alene, ID 83816	9,983	8"-10"	7/15/16	\$300,000.00
C1605	2016 Sanitary Sewer Rehabilitation	Pocatello, ID	Pocatello	ID	Deirdre Castillo	208-234-6225	PO Box 4169 Pocatello, ID 83205-4169	9,655	8"-12"	6/1/16	\$278,040.00
C1604	Culvert CCTV Inspection	MDT	Helena	MT	Helena Sand And Gravel	406-442-1185	Helena Sand and Gravel	300	36"	8/1/17	\$15,000.00
C1603	Sanitary Sewer Rehabilitation	Scranton, ND	Scranton	ND	Jon Brosz	701-206-0172	109 South Main, Bowman ND	7,107	8"-10"	4/1/16	\$221,782.00
C1602	Sanitary Sewer Rehabilitation	Rhame, ND	Rhame	ND	Jon Brosz	701-206-0172	109 South Main, Bowman ND	6,580	8"	4/1/16	\$155,730.00
C1601	2014 Sewer lining Contract 2	Seattle Public Utilities	Seattle	WA	James Barnett	206-396-5278	700 Fifth Ave, Seattle WA, 98104	8,100	8"	6/1/16	\$381,956.00
C1524	Repair Sewer Lines	Seattle District Corps of Engineers	Dupont	WA	Robin Goldsby	253-966-4389	PO Box 610, Dupont WA 98327-0610	8,550	8" - 18"	6/1/16	\$315,168.00
C1523	Wastewater Improvements - 2015	Lewistown, MT	Lewistown	MT	Chris Hayes	406-447-5000	825 Custer, Helena MT 59601	1,365	8"	5/1/16	\$130,720.00
C1522	2015 Sewer Line Rehabilitations	Orem, UT	Orem	UT	Sam Kelly	801-2297058	56 North State Street - Orem, UT 84057	1,789	15"	5/1/16	\$87,872.00
C1521	2015 CIPP Rehabilitation	Wallace, ID	Wallace	ID	Chris Horgan	208-762-8787	7825 Meadowlark Way, Coeur D'Alene, ID 83815	10,000	8"-24"	1/15/16	\$345,000.00
C1520	2015 Sewer Main Rehabilitation	Bowman, ND	Bowman	ND	Jon Brosz	701-206-0172	109 South Main, Bowman ND	16,543	8" - 15"	12/25/15	\$803,567.00
C1519	2015 Cured in Place Pipe Project	Baker City, OR	Baker City	OR	Joyce Bornstedt	541-524-2046	PO Box 650, Baker City, OR 97814-0650	5,027	6"-15"	4/1/16	\$153,425.00
C1518	Sewer Rehabilitation Project	La Grande, OR	La Grande	OR	Kyle Carpenter	541-935-1333	800 X Avenue, La Grande, OR 97850	2,705	27"	9/1/15	\$387,555.00
C1517	CIPP Project	Boulder, MT	Boulder	MT	Bob Meinhardt	406-471-0472	750 West Reserve, Kalispell, MT	1,245	8"	8/15/15	\$75,925.00
C1516	CIPP Rehabilitation Project	NCI	Black Eagle	MT	Idaho Trenberth	406-453-5478	4509 Northstar Blvd, Great Falls, MT	276	8"	8/15/15	\$15,000.00
C1515	Gardiner CIPP Rehabilitation	Gardiner, MT	Gardiner	MT	Laura Gundlach	406-294-5088	208 N 29th St. Billings, MT 59101	1,750	8"	8/1/15	\$79,000.00
C1514	2015 Sewer Rehab Project	Rockford, WA	Rockford	WA	Layne Merritt	509-458-3727	422 W Riverside Ave. Spokane WA 99201	1,370	8"	10/1/15	\$69,184.00
C1513	Sewer Rehabilitation Project	Moscow, ID	Moscow	ID	Scott Bontrager	208-883-7030	221 East Second Street, Moscow ID	4,634	8"-18"	10/1/15	\$225,000.00
C1512	T-Line CIPP Project	Chubbuck, ID	Chubbuck	ID	Bridger Morrison	208-232-1313	275 S 5th Avenue, Pocatello ID 83201	4,571	12"-15"	10/1/15	\$168,500.00
C1511	Sewer Rehabilitation Project	Mt Olympus Sewer District	Salt Lake City	UT	Don Teleford	801-262-2904	3932 South 500 East, Salt Lake City UT, 84107	10,036	8"-10"	9/1/15	\$249,910.00
C1510	BSB Sewer Rehabilitation Project	Butte, MT	Butte	MT	Matt Moore	406-497-6563	126 West Granite St., Butte MT 59701	6,113	8"-12"	8/1/15	\$225,000.00
C1509	Sanitary Sewer Main Replacement	Cop Construction	Billings	MT	Anthony Gentile	406-656-4632	PO Box 20913 - Billings, MT 59104	5,957	8"	7/1/15	\$221,124.00
C1508	Cured-In-Place Pipe Sewer Line Rehabilitation 2015	Cottonwood Improvement District	Sandy	UT	Greg Neff	801-943-7671	8620 South Highland Drive Sandy, UT 84093	3,748	8"-10"	9/1/15	\$252,696.00
C1507	2015 Sewer Rehabilitation	Coeur D' Alene, ID	Coeur D Alene	ID	Pete Stayton	208-762-8787	710 East Mullan, Coeur D'Alene, ID 83816	13,573	8"-12"	9/30/15	\$339,055.00
C1506	Belt N&S Phase 2	MDT	Belt	MT	Schellinger Const.	406-892-2188	PO Box 39, Columbia Falls, MT 59912	975	24"-36"	7/1/15	\$250,788.00
C1505	4800 West	Salt Lake City Corporation	Salt Lake City	UT	Jake Nelson	801-483-6840	1530 S. Temple, Salt Lake City UT 84115	3,767	27"	6/1/15	\$466,257.00

Vortex Services, LLC. (Rocky Mountain Region)

CIPP Project List

2/19/2025

166

PEC Project NO.	Project Name	Owner / Prime Contractor	City	State	Contact	Phone	Address	LF	Dia.	Date Completed	Contract Amount
C1504	Sanitary Trenchless Phase 18	Great Falls, MT	Great Falls	MT	Mark Doney	406-771-1258	2 Park Drive South, Great Falls MT 59401	11,689	8"-21"	8/1/15	\$475,505.00
C1503	2015 Sewer Lining Project	South Salt Lake City	South Salt Lake	UT	Corby Talbot	801-201-5293	220 E Morris Ave, South Salt Lake City UT 84115	3,025	8"	5/1/15	\$69,575.00
C1501	2014 Sewer Lining Contract 1	Seattle Public Utilities	Seattle	WA	James Barnett	206-396-5278	700 Fifth Ave, Seattle WA, 98104	6,933	8"-24"	6/1/15	\$596,812.00
C1431	1300 South CIPP Rehabilitation	Salt Lake City	Salt Lake City	UT	Chuck Call	801-483-6840	1530 S. Temple, Salt Lake City UT 84115	3,798	8" - 30"	5/1/15	\$335,000.00
C1430	2014 Sewer Rehabilitation	American Fork, UT	American Fork	UT	John Scheis	801-763-5100	2162 West Grove Parkway #400, Pleasant Grove, UT 84062	14,500	8" - 10"	3/1/15	\$325,000.00
C1429	LaGrande Oregon 2014	La Grande, OR	La Grande	OR	Kyle Carpenter	541-935-1333	800 X Avenue, La Grande, OR 97850	3,365	8" - 27"	12/1/14	\$218,500.00
C1428	2014-2015 Trenchless Sewer Rehab	North Ogden City	North Ogden	UT	Dean Ayala	801-476-9767	1716 East 5600 South, South Ogden UT 84403	8,691	6" - 8"	1/1/15	\$182,545.00
C1427	Boulder Wastewater Facility	Boulder, MT	Boulder	MT	Bob Meinhardt	406-471-0472	750 West Reserve, Kalispell, MT	176	8"	11/15/14	\$22,560.00
C1426	Black Eagle Sewer Repairs	Black Eagle, MT	Black Eagle	MT	Shawn Arthur	406-453-4085	2701 16th St NE, Black Eagle, MT	1,266	8"-12"	10/31/14	\$80,298.00
C1425	Warm Springs, MT Wastewater Rehabilitation	Montana State Hospital	Warm Springs	MT	Scott Anderson	406-449-3303	1064 N. Warren, Helena MT 59601	3,360	12" - 18"	10/31/14	\$325,400.00
C1424	Sewer Rehabilitation	Fort Harrison, MT	Helena	MT	Jim Povolny	651-643-0866	285 Snelling Ave. Saint Paul, MN	631	8" - 12"	10/7/14	\$49,395.00
C1422	Baker City Oregon, 2014	Baker City, OR	Baker City	OR	Joyce Bornstedt	541-524-2046	PO Box 650, Baker City, OR 97814-0650	5,569	6" - 15"	11/28/14	\$170,000.00
C1421	Sewer Rehabilitation Project	Butte-Silver Bow Metro Sewer	Butte	MT	David Schultz	406-497-6556	126 West Granite St., Butte MT 59701	2,400	8"-10"	9/17/14	\$85,488.00
C1420	2014 Paine Field Repairs	Snohomish County	Everett	WA	Jan O'Neill	425-388-5117	3000 Rockefeller Ave, Everett WA	1,003	6" - 8"	11/15/14	\$131,400.00
C1419	2014 Sewer Main Rehabilitation	Northshore Utility District	Kenmore	WA	George Matote	425-398-4400	6830 NE 185th St. Kenmore WA 98028	29,400	6" - 27"	3/1/15	\$1,669,875.00
C1418	Clean and CCTV	Anaconda, MT	Anaconda	MT	Ed Janney	406-723-8213	800 South Main Street, Anaconda MT	4,250	12"	8/31/14	\$14,600.00
C1417	2014 Sewer Relining	City of Pasco	Pasco	WA	Ahmad Qayoumi	509-545-3444	525 North 3rd Ave. Pasco WA 99301	12,500	8"-12"	11/1/14	\$361,759.63
C1416	Resealing Sewer Lines	City of Orofino	Orofino	ID	John Barton	208-476-4630	217 First Street, Orofino ID 83544	2,309	6"-8"	10/1/14	\$105,225.00
C1415	2014 CIPP Project	City of Sandpoint	Sandpoint	ID	Pete Stayton	208-762-8787	710 Mullan Ave., Coeur d'Alene, ID 83814	6,601	8"-10"	9/30/14	\$198,500.00
C1414	Harlowton Sewer Rehabilitation 2014	City of Harlowton	Harlowton	MT	Chris Hayes	406-447-5000	825 Custer, Helena MT 59601	7,755	8"-15"	8/31/14	\$1,492,000.00
C1413	Crow Agency Sewer Rehabilitation	Western Municipal Construction	Crow Agency	MT	Jock Clause	406-254-2106	5855 Elysian Rd, Billings MT 59101	430	8"	7/3/14	\$32,850.00
C1412	Powell CIPP Project	City of Powell	Powell	WY	Bill Winters	307-254-0238	200 North David, Casper WY	945	8"	8/1/14	\$25,000.00
C1411	Cody CIPP Lining Project	City of Cody	Cody	WY	Utana Dye	307-527-7511	1338 Rumsey Ave, Cody WY 82414	1,422	8"	8/1/14	\$42,500.00
C1409	Sanitary Sewer Rehab 2014	Idaho Falls	Idaho Falls	ID	Yvona Gunderson	208-612-8260	308 Constitution Way, Idaho Falls ID 83405	1,088	8"-15"	8/1/14	\$55,980.00
C1408	Prairie/Terry County Line	Prince, Inc.	Forsythe	MT	Mike Sharp	406-346-2137		1,067	24" - 36"	8/1/14	\$315,750.00
C1407	Sewer Rehabilitation Project	Butte-Silver Bow Metro Sewer	Butte	MT	David Schultz	406-497-6556	126 West Granite St., Butte MT 59701	2,800	10"-12"	6/1/14	\$80,000.00
C1406	2014 CIPP Project	City of Coeur D'Alene	Coeur d'Alene	ID	Pete Stayton	208-762-8787	710 East Mullan, Coeur D'Alene, ID 83816	10,291	8" - 12"	9/1/14	\$235,881.00
C1405	Fowler Avenue Rehabilitation Project	Geneva Rock	Ogden	UT	Hart Wybrow	801-743-7709	302 West 5400 South, Murray UT 84107	756	8"	6/1/14	\$35,264.00
C1404	Sanitary Sewer Main Rehabilitation Projects	Salt Lake City Public Utilities	SLC	UT	Charles Call	801-483-6840	1530 S. Temple, Salt Lake City UT 84115	24,889	8" - 36"	8/1/14	\$794,900.00
C1403	Wastewater System Improvements Phase I	White Sulphur Springs, MT	White Sulphur Springs	MT	Paul Montgomery	406-449-3303	1064 N. Warren, Helena MT 59601	5,072	8"-15"	7/1/14	\$710,625.00
C1402	2014 Slip Lining Project	Midvalley Improvement District	Midvale	UT	Marc Jones	801-209-6086	160 East 7800 South, Midvale UT 84047	4,723	8" - 15"	3/21/14	\$140,740.00
C1401	Sewer Rehabilitation Project	Butte-Silver Bow Metro Sewer	Butte	MT	David Schultz	406-497-6556	126 West Granite St., Butte MT 59701	1,905	10"-12"	5/1/14	\$78,270.00
C1330	White Sulphur Springs CCTV Inspect	City of WSSS	WSSS	MT	Paul Montgomery	406-449-3303	1064 N. Warren, Helena MT 59601	8,850	6"-15"	12/1/13	\$15,000.00
C1329	SEWERMAIN REHAB AND SPOT REPAIR PHASE 1	Salt Lake City Public Utilities	SLC	UT	Charles Call	801-483-6840	1530 S. Temple, Salt Lake City UT 84115	13,500	8"-10"	4/1/14	\$346,697.00
C1328	City of Great Falls Sanitary Sewer Trenchless Rehabilitation, Phase 17	City of Great Falls	Great Falls	MT	Michael Kynett, P.E.	406-771-1258	2 Park Drive South, Great Falls MT 59401	13,400	8"-9"	4/15/14	\$380,000.00
C1327	City of Butte, MT Additional Work	City of Butte	Butte	MT	Doug Sanderson	406-497-6556	126 West Granite St., Butte MT 59701	725	12"-21"	10/10/13	\$49,405.00
C1326	Billings 24" Point Repair fo WM	Western Municipal Construction	Billings	MT	Jock Clause	406-254-2106	5855 Elysian Rd, Billings MT 59101	5	24"	10/20/13	\$17,000.00

Vortex Services, LLC. (Rocky Mountain Region)

CIPP Project List

2/19/2025

167

PEC Project NO.	Project Name	Owner / Prime Contractor	City	State	Contact	Phone	Address	LF	Dia.	Date Completed	Contract Amount
C1325	2013 Southside Water System Improvements Phase II	Longhorn Construction, Inc.	Green River	WY	Don Harmon	307-349-1281	PO Box 1420, Green River WY 82935	1,570	12"	5/1/14	\$56,520.00
C1324	Anaconda-Deer Lodge County West Valley Sewer Extension-Phase I	LHC Inc.	Anaconda	MT	Jay McMillan	406-253-6410	PO Box 7338, Kalispell MT 59904-0338	741	12"	10/5/13	\$75,260.00
C1323	MT OLYMPUS SEWER DISTRICT, UT	MT Olympus Sewer District	SLC	UT	Don Teleford	801-262-2904	3932 South 500 East, Salt Lake City UT, 84107	11,500	8"-12"	12/1/13	\$255,291.00
C1322	City of Choteau, 2013 Wastewater Collection System Improvement	Dowl HKM	Choteau	MT	Mr. Kelly Hirsch	406.466.2510	38 First Ave. West -Choteau, MT 59422	4,165	8"-12"	10/15/13	\$335,174.00
C1321	Capitol / Cedar Interchange CCTV Inspect and Cleaning	HDR Engineering	Helena	MT	Dustin Hirose	406.532.2212	1715 South Reserve Suite C Missoula, MT 59801	440	24"-36"	8/21/13	\$4,250.00
C1320	City of La Grande Sanitary Sewer Rehabilitation Project	City of La Grande, OR	La Grande	OR	Norm Paullus	541-935-1333	800 X Avenue, La Grande, OR 97850	4,700	8"-18"	12/1/13	\$192,500.00
C1319	MT OLYMPUS SEWER DISTRICT, UT	MT Olympus Sewer District	SLC	UT	Don Teleford	801-262-2904	3932 South 500 East, Salt Lake City UT, 84107	8,008	8"-12"	11/1/13	\$195,195.00
C1318	Hysham Custer MDT Project	Riverside Const.	Billings	MT	Dennis Devous	406-207-0830	2501 4th Ave. N Suite C, Billings MT 59101	432	24"-36"	10/15/13	\$187,500.00
C1317	Roberts/Carbon County Water and Sewer Improvments	Great West Engineering, Inc	Roberts	MT	Amy Dietchler	406-652-5000	115 N Broadway, Suite 500, Billings MT 59101	6,800	8"	8/1/13	\$213,000.00
C1316	Warm Springs, MT Wastewater Rehabilitation	Montana State Hospital	Warm Springs	MT	Scott Anderson	406-449-3303	1064 N. Warren, Helena MT 59601	4,817	18"-24"	10/31/13	\$532,625.00
C1315	City of Casper WY, 2013 Misc. Sanitary Sewer Lining	City of Casper	Casper	WY	Scott Baxter	307-235-8341	200 North David, Casper WY	3,340	8"-12"	8/21/13	\$155,000.00
C1314	City of Billings MT Schedule 2 & 3	Cop Construction	Billings	MT	Joe Allen	406-656-4632	PO Box 20913 - Billings, MT 59104	8,500	8"-24"	9/15/13	\$327,332.00
C1313	City of Cody, WY 2013 Multiple Sanitary Sewer Main Rehabilitation	City of Cody	Cody	WY	Stephen Payne	307-527-7511	1338 Rumsey Ave, Cody WY 82414	1,863	8"	6/30/13	\$65,000.00
C1312	Fort Harrison - CCTV Inspection	RPA	Helena	MT	Bob Morton	406-447-5000	825 Custer, Helena MT 59601	4,500	8"-21"	3/15/13	\$31,500.00
C1311	Checkerboard Project - CCTV Insp.	SK Construction, Inc.	Checkerboard	MT	Kelly Redmond	406-546-8759	PO Box 18276, Missoula MT	2,680	18"	4/1/13	\$6,700.00
C1310	City of Stanley, ND Sanitary Sewer Main Rehabilitation	City of Stanley	Stanley	ND	George Kemper	701-240-4211	Kemper Construction 320 7th St NE Minot North Dakota 58702	1,802	8"-12"	7/1/13	\$75,770.00
C1309	City of Missoula, MT 12" CIPP Sewer Pipe Liner	City of Missoula	Missoula	MT	Pat Brook	406-549-3638	City Clerk Office 435 Ryman, Missoula MT 59802	200	12"	4/8/13	\$29,500.00
C1308	City of Moses Lake Sewer Lining Project 2013	City of Moses Lake	Moses Lake	WA	Shawn O'Brien	509-766-9217	City of Moses Lake City Hall 321 South Balsam, Moses Lake WA 98837	26,760	8"-12"	12/31/13	\$669,669.48
C1307	City of Riverdale, UT 2013 Sanitary Sewer Improvements	City of Riverdale	Riverdale	UT	Scott Nelson	801-866-0550	300 2nd Street, Riverdale North Dakota 58565	4,084	8"	6/15/13	\$265,156.00
C1306	Dodge Sewer Main Relining Project	City of Dodge	Dodge	ND				8,436	8"-10"	6/15/13	\$231,170.00
C1305	2013 Sewer Rehab Midway Sanitation District	Midway Sanitation District	Midway	UT	Scott Kettle	435-654-2226	728 W 100 S Ste 2, S Heber City UT 84032	1,646	8"-12"	6/30/13	\$45,926.00
C1304	CIPP Lining Wise River	Montana DOT	Butte	MT	Richele Parkhurst	406-657-0274	424 Morey Street, Billings MT 59101	120	24"	4/30/13	\$62,500.00
C1303	CTV & Clean Three Forks	City of Three forks	Three Forks	MT	Randy Johnson	406-585-3408	PO Box 187, Three Forks MT 59752	22,500	CCTV	1/15/13	\$33,750.00
C1302	2013 Montana Street CIPP Project	Butte-Silver Bow Metro Sewer	Butte	MT	Doug Sanderson	406-497-6556	126 West Granite St., Butte MT 59701	6,975	10"-24"	4/30/13	\$402,500.00
C1301	Pleasant Grove City - FY12-13 Sewer Rehab Project	Pleasant Grove City	Pleasant Grove	UT	John Schiess		70 S 100 E, Pleasant Grove, UT 84062	8,901	8"	7/1/13	\$172,518.00
C1226	Billings 2013 Sewer Storm Drain and Water Rehab Project Schedule 1 Empire Garage Alley	Sletten Construction	Billings	MT	Shawn Warner	406-761-7920	1000 25th Street North, Great Falls MT 59401	958	15"-21"	1/18/13	\$234,800.00
C1225	Belt CCTV Inspection and Cleaning	Town of Belt	Belt	MT					CTV	12/20/12	\$16,000.00
C1224	2012-2013 Trenchless Sewer Rehab	North Ogden City Corporation	North Ogden	UT	Dean Ayala	801-476-9767	1716 East 5600 South, South Ogden UT 84403	8,902	8"	6/1/13	\$175,342.00
C1223	West Jordan Sewer Rehab Project	West Jordan	West Jordan	UT	Maureen Casper	801-569-5043	8000 South Redwood Rd. West Jordan, UT 84088	5,540	8"-10"	6/1/13	\$128,549.50
C1222	Lindon	City of Lindon	Lindon	UT	Kevin Muhlstein	801-796-7954	946 West center Street, Lindon, UT 84042	1,008	8"	12/1/12	\$42,000.00
C1221	FY12 Sewer System Repair, Fort Lewis WA	Seattle District Corps of Engineers	Dupont	WA	Robin Goldsby	253-966-4389	PO Box 610, Dupont WA 98327-0610	24,639	6"-21"	8/1/13	\$1,136,578.00
C1220	LaGrande Oregon 2012	City of La Grande, OR	La Grande	OR	Norm Paullus	541-935-1333	800 X Avenue, La Grande, OR 97850	2,870	8"-22"	3/1/13	\$175,000.00
C1219	Baker City Oregon, 2012	Baker City, OR	Baker City	OR	Joyce Bornstedt	541-524-2046	PO Box 650, Baker City, OR 97814-0650	3,904	6"-8"	3/15/13	\$135,000.00
C1218	Sidney Outfall CIPP Rehabilitation	Sidney	Sidney	MT	Pat Murtagh	406-294-5088	115 2nd Street SE, Sidney MT 59270	14,010	18"-24"	4/15/13	\$1,550,330.00

Vortex Services, LLC. (Rocky Mountain Region)

CIPP Project List

2/19/2025

168

PEC Project NO.	Project Name	Owner / Prime Contractor	City	State	Contact	Phone	Address	LF	Dia.	Date Completed	Contract Amount
C1217	City of Issaquah 2012 Sewer Main Rehabilitation Project	City of Issaquah Dept. of Public Works	City of Issaquah	WA	Todd Christensen	425-837-3449	PO Box 1307, Issaquah WA 98027	10,000	8"	10/1/12	\$279,225.00
C1216	City of Omak Sewer System Improvement Phase 1	City of Omak	Omak	WA	Dan Buno	360-863-3981	20219 99th Avenue SE, Snohomish, WA 98296-7970	950	8"	9/7/12	\$25,000.00
C1215	Baker Sewer Rehabilitation Project 2012 Schedule 1	City of Baker MT	Baker	MT	Chris Hayes	406-447-5000	10 West Fallon Ave, Baker MT 59313	36,015	8"-10"	12/1/12	\$1,475,574.00
C1214	City of Great Falls West Interceptor Trenchless Rehabilitation Phase III	City of Great Falls	Great Falls	MT	Michael Kynett, P.E.	406-771-1258	2 Park Drive South, Great Falls MT 59401	3,851	48"	1/15/13	\$908,975.00
C1213	SLC 2012 Sewer Main Rehabilitation & Spot Repairs Various Locations	Salt Lake City Corporation	SLC	UT	Rick Reinhold	801-483-6828	451 South State Street, SLC UT 84111	35,000	8"-42"	2/1/13	\$750,244.75
C1212	Cottonwood Improvement District CIPP 2012	Cottonwood Improvement District	Sandy	UT	Greg Neff	801-943-7671	8620 South Highland Drive Sandy, UT 84093	4,699	12"-15"	10/1/12	\$165,500.00
C1211	North Pecos Water and Sanitation District's 2012 Sewer Rehabilitation Project	North Pecos	North Pecos	CO	Russel Traska	303-429-5770	6900 Pecos Street Denver, CO	3,200	12"-15"	8/15/2012	\$138,500.00
C1210	City of Moses Lake 2012 Sewer Lining Project	City of Moses Lake	Moses Lake	WA	Shawn O'Brien	509-764-3783	321 South Balsam Street, Moses Lake WA 98837	30,080	8"-10"	9/1/12	\$485,550.00
C1209	2012 Sewer Lining Project Cheyenne, WY	Board of Public Utilities	Cheyenne	WY	Jeff Pecenka	307-637-6471	2100 Pioneer Ave, Cheyenne WY 82001	1,781	12"-15"	9/1/12	\$193,220.00
C1208	Valley View Sewer District Roseburg Interceptor Rehabilitation	Buno Construction, LLC	Seattle	WA	Dan Buno	360-863-3981	20219 99th Avenue SE, Snohomish, WA 98296-7970	2,839	21"	7/15/12	\$300,000.00
C1207	Crestview Water and Sanitation District 2012 Sewer Main Rehabilitation Project	Crestview Water & Sanitation District	Crestview	CO	Mitchell Terry	303-429-1881	7145 Mariposa Street, Denver Co 80221	13,788	8"	7/25/12	\$265,896.00
C1206	City of Rigby, Idaho Wastewater Collection System Improvements-Phase II	Depatco, Inc.	Rigby	ID	Zane Powell, Proj. Manager	208-419-5886	2205 East 200 North St. Anthony, ID 83445	1,711	8"-10"	5/19/12	\$62,760.00
C1205	2012 Miscellaneous Sewer Rehabilitation Project Rock Springs, WY	Grizzly Excavating	Rock Springs	WY	Gary Hall	307-265-4328	3441 Burd Road, Casper, WY	911	15"	5/12/12	\$115,070.00
C1204	2011-2012 Sewer Line Rehabilitation Project, City of Orem, Ut	City of Orem	Orem	UT	Ladonna Petersen	801-2297058	56 North State Street - Orem, UT 84057	3,244	8"-10"	4/30/12	\$69,500.00
C1203	North Ogden City Corporation 2011/12 Trenchless Sewer Rehab Projects	North Ogden City Corporation	North Ogden	UT	Dean Ayala	801-476-9767	1716 East 5600 South, South Ogden UT 84403	6,404	8"	4/30/12	\$119,500.00
C1202	36" Sewer Pipe Liner and By-Pass Pumping on Reserve Street	City of Missoula	Missoula	MT	Pat Brook	406-549-3638	Public Works Department, Missoula, MT 59802	75	36"	3/23/12	\$112,500.00
C1201	City of South Salt Lake 8"-12" Sanitary Sewer Lining Project	City of South Salt Lake City	South Salt Lake	UT	Corby Talbot	801-201-5293	220 E Morris Ave, South Salt Lake City UT 84115	1,530	8"-12"	2/3/12	\$69,465.00
C1122	Crestline Ave-18" and 21" Emergency Relining Project	City of Spokane	Spokane	WA	Connie Wahl	509-625-6400	808 W Spokane Falls Blvd, Spokane WA 99201-3343		18"-21"	1/12/12	
C1121	2011 CIPP Multiple Sanitary Sewer Main Rehabilitation Project	City of Cody	Cody	WY	Utana Dye	307-527-7511	1338 Rumsey Ave., Cody, WY 82414	1,303	8"	6/15/12	\$42,522.00
C1120	2011 Cured in Place Wastewater Rehabilitation Project, Baker City Or	City of Baker City, OR	Baker City	OR	Michelle Owen	541-523-6541	PO Box 650, Baker City, OR 97814-0650	3,542	6"-10"	1/27/12	\$102,500.00
C1119	24 Inch Storm Drain Lining	Nelcon, Inc.	Bigfork	MT	Sam Weyers	406-240-9207	PO Box 5730, Kalispell, MT 59903	175	24"	12/22/11	\$32,500.00
C1118	2011 Trenchless Sanitary Sewer Rehabilitation	City Richland, WA	Richland	WA	Sheldon Williamson	509-942-7492	840 Northgate Dr, Richland WA 99352	14,243	8"-10"	3/31/12	\$393,886.02
C1117	Barton Stone Creek Flood Control, West Jordan UT	Jordan Valley Construction	West Jordan	UT	Brianne Meagna	801-575-7100	4300 Farm Road, West Jordan UT 84088	153	78"-84"	4/15/12	\$225,050.00
C1116	Valier Water Improvement Phase 2	Town of Valier	Valier	MT	Paul Montgomery	406-449-7913	PO Box 669 - Hot Springs, MT 59845	482	8"	12/16/11	\$31,800.00
C1115	Central Davis Sewer District Sewer Pipeline Lining Project	Central Davis Sewer District	Kaysville	UT	Jill Houston	801-451-2190	2200 South Sunset Drive, Kaysville UT 84037	980	8"-12"	1/31/12	\$29,380.00
C1114	South Davis Miscellaneous CIPP Projects	South Davis Sewer District	Wood Cross	UT	Matt Meyers	801-232-7017	1800 W 1200 N, West Bountiful UT 84010	5,866	8"-15"	2/15/11	\$174,534.50
C1113	2009 Gillette Sewer Main Replacement	Hot Iron Inc.	Gillette	WY	Gary Garland	307-682-8701	PO Box 1067, Gillette WY 82716	606	6"-10"	10/31/11	\$50,025.00
C1112	Great Falls West Intercept Phase II and Sanitary Sewer Phase 15	City of Great Falls	Great Falls	MT	Michael Kynett, P.E.	406-771-1258	PO Box 5021, Great Falls, MT 59403	10,109	8"-48"	12/1/11	\$1,005,155.00
C1111	City of Idaho Falls 2011 Sanitary Sewer Line Rehabilitation	City of Idaho Falls	Idaho Falls	ID	Doug Moser	208-612-8250	380 Constitution Way, Idaho Falls, ID 83402	5,175	8"-12"	11/1/11	\$129,695.00

Vortex Services, LLC. (Rocky Mountain Region)

CIPP Project List

2/19/2025

169

PEC Project NO.	Project Name	Owner / Prime Contractor	City	State	Contact	Phone	Address	LF	Dia.	Date Completed	Contract Amount
C1110	City of Moses Lake 2011 Sewer Lining Project	City of Moses Lake	Moses Lake	WA	Gary Harer	509-764-3783	321 South Balsam Street, Moses Lake WA 98837	36,700	8"-10"	12/1/11	\$779,817.04
C1109	City of Whitefish 2010 Wastewater System Improvements	LHC Inc.	Whitefish,	MT	Jay McMillan	406-253-6410	PO Box 7338, Kalispell MT 59904-0338	9,750	8"-18"	9/15/11	\$380,187.50
C1108	City of Shelton, WA Basin 5 Sewer Rehabilitation Project	Buno Construction, LLC	Shelton	WA	Dan Buno	425-337-4242	20219 99th Avenue SE, Snohomish, WA 98296-7970	15,836	6"-15"		\$382,595.00
C1107	Sidney CIPP Outfall Lining, Richland County Courthouse	Town of Sidney	Sidney	MT	Amy Dietchler	406-449-8627	2501 Belt View, Helena, MT 59601	1,385	8"-21"	7/15/11	\$101,510.00
C1106	Gardiner CIPP Lining	Dick Anderson Construction	Gardiner	MT	Bryce Blackley	406-652-5000	115 N. Broadway, Suite 500 Billings MT 59101	220	6"	7/15/11	\$18,500.00
C1105	City of Coeur D'Alene, Id 2011 CIPP Project	City of Coeur D'Alene	Coeur d'Alene	ID	Levi Schoolroy	208-769-2231	710 East Mullan, Coeur D'Alene, ID 83816	7,854	8"-15"	9/30/11	\$225,846.00
C1104	City of Spokane 2011 CIPP Sanitary Sewer Rehabilitation	City of Spokane	Spokane	WA	Mike Morris	509-625-7921	808 West Spokane Falls Blvd, Spokane WA 99201	6,464	8"-30"	7/1/11	\$340,000.00
C1103	Sheridan, MT Sewer Rehabilitation Project	Town of Sheridan	Sheridan	MT	Fred Phillips	406-449-8627	2501 Belt View, Helena, MT 59601	6,734	8"-10"	7/1/11	\$259,980.25
C1102	Helena 2011 Slipline Project	City of Helena	Helena	MT	Ryan Leland	406-447-8430	316 N Park, Helena MT 59623	2,427	8"-9"	7/1/11	\$123,395.00
C1101	2010 City of Orem CIPP Rehabilitation Project	City of Orem	Orem City	UT	Sam Kelly	801-229-7328	56 North State Street - Orem, UT 84057	2,700	8"	4/15/11	\$79,999.00
C1030	Baker City Oregon, 2010 Cured in Place Waste Water Rehabilitation Project	The City of Baker City	Baker City	OR	Michelle Owen	541-523-6541	PO Box 650, Baker City, OR 97814-0650	3,218	6"-10"	2/15/11	\$88,887.10
C1029	I-84, Franklin BLVD to 11th Ave Nampa, ID, A010(916)	State of Idaho/TA Dibble Excavation, Inc.	Nampa	ID	Terry A Dibble	208-866-0668	1200 W Lake Hazel Ln., Boise ID 83705	1,046	15"-36"	3/1/11	\$166,040.00
C1028	Northshore Utility District, King County Washington 2010 CIPP Sewer Rehab.	Northshore Utility	Kenmore	WA	George Matote	425-398-4400	6830 NE 185th St. Kenmore WA 98028	11,371	8"-12"	3/5/11	\$316,257.90
C1027	Filer ID, 2009 Sewer Collection System Project	City of Filer	Filer	ID	Pete Stayton	208-733-2414	115 Northstar Avenue, Twin Falls Id 83301	12,799	8"-12"	1/31/11	\$273,884.88
C1026	North Ogden City Corporation, 2010 Trenchless Sewer Rehab Project	North Ogden City Corporation	Ogden	UT	Dean Ayala	801-476-9767	1716 East 5600 South, South Ogden UT 84403	4,662	8"	12/1/10	\$95,328.00
C1025	Lewistown Infiltration Abatement Project - 2010	City of Lewistown	Lewistown	MT	Chris Hayes	406-447-5000	Lewistown City Hall 305 W. Watson, Lewistown MT	2,709	8"-15"	12/15/10	\$315,532.00
C1024	City of Wallace, Idaho - 2010 Cured in Place Pipe Rehabilitation Project	City of Wallace/J-U-B Engineers	Wallace	ID	Levi Schoolroy	208-769-2231	City Hall, 710 E. Mullan Coeur D'Alene, ID 83816	2,631	8"-24"	11/1/10	\$203,028.00
C1023	Sandpoint Protuding Tap Removal	City of Sandpoint	Sandpoint	ID	JUB Engineers	208-762-8787	1123 W. Lake Street, Sandpoint, ID 83864	Tap Removal	8"	9/25/10	\$3,450.00
C1022	Midway Sanitation District - 2010 Sewer Rehab Project	Midway Sanitation District	Midway	UT	Scott Kettle	435-654-2226	728 West 100 South #2 Heber City, UT 84032	8,702	8"-15"	12/1/10	\$194,465.00
C1021	CIPP Lining Havre East	SK Construction, Inc.	Havre	MT	Kelly Redmond	406-546-8759	PO Box 18276, Missoula MT	320	48"	10/1/10	\$175,000.00
C1020	CIPP Lining Dutton, MT	Town of Dutton	Dutton	MT	Amy Dietchler	406-449-8627	2501 Belt View, Helena, MT 59601	265	12"	9/1/10	\$13,500.00
C1019	West Interceptor Trenchless Rehabilitation 1566.6	City of Great Falls	Great Falls	MT	Michael Kynett, P.E.	406-771-1258	1025 25th Ave. NE - Great Falls, MT 59404	1,250	36"	10/23/10	\$188,750.00
C1018	Sanitary Sewer Trenchless Rehabilitation, Phase 14 1566.1	City of Great Falls	Great Falls	MT	Michael Kynett, P.E.	406-771-1258	1025 25th Ave. NE - Great Falls, MT 59404	4,260	8"-9"	10/8/10	\$128,630.00
C1017	Dillon Canal Sewer Main, Lining and Manhole Replacement	City of Dillon	Dillon	MT	John Manion	406.532.2212	1715 South Reserve Suite C Missoula, MT 59801	900	8"	11/1/10	\$426,270.50
C1016	North Baker Water & Sewer Project	Ahanu Construction	Baker	MT	Mark Donnot	406-259-2914	Ahanu Construction, Billings MT	2,193	10"	11/15/10	\$165,983.00
C1015	Town of Philipsburg CCTV Inspection of 4000 LF of 21" Storm Drain Main	Town of Philipsburg	Philipsburg	MT	Dick	406-459-3455	Town of Phillipsburg	0	21"	11/1/10	\$14,000.00
C1014	SLC Corporation Sanitary Sewer CIPP Rehab	SLC Corporation	Salt Lake City	UT	Rick Reinhold	801-483-6828	1530 South West Temple, Salt Lake City, UT 84115	30,903	8"-24"	1/1/11	\$722,326.00
C1013	City of Choteau, 2010 Wastewater Improvement Phase 1	City of Choteau	Choteau	MT	Cliff Wrobetz	406-922-3127	2360 N 7th Ave Suite A Bozeman MT 59715	3,419	8"-9"	9/15/10	\$119,950.00
C1012	City of Bountiful UT Cured in Place Pipe Lining	City Bountiful	Bountiful	UT	Lloyd N Cheney, P.E.	801-298-6125	790 South 100 East Bountiful Utah 84010	460	24"-36"	8/15/10	\$74,750.00
C1011	Billings COP Schedule 3	Cop Construction	Billings	MT	Joe Allen	406-656-4632	PO Box 20913 - Billings, MT 59104	1,200	8" - 10"	10/1/10	\$50,224.00
C1010	Coeur D Alene Phase 2	City of Coeur D'Alene	Coeur d'Alene	ID	Levi Schoolroy	208-769-2231	City Hall, 710 E. Mullan Coeur D'Alene, ID 83816	4,209	8"-12"	9/30/10	\$105,709.00

Vortex Services, LLC. (Rocky Mountain Region)

CIPP Project List

2/19/2025

170

PEC Project NO.	Project Name	Owner / Prime Contractor	City	State	Contact	Phone	Address	LF	Dia.	Date Completed	Contract Amount
C1009	Western Municipal Billings Rehab Schedule 1 & 2	Western Municipal Construction	Billings	MT	Jock Clause	406-254-2106	5855 Elysian Rd, Billings MT 59101	1,517	8"	10/1/10	\$76,132.00
C1008	Butte CIPP	Butte-Silver Bow Metro Sewer	Butte	MT	Doug Sanderson	406-497-6556	800 Centennial, Butte MT 59701	1,070	6"-10"	7/1/10	\$49,250.00
C1007	City of Coeur d Alene Wastewater Utility - 2010 Wastewater Projects- CIPP Rehabilitation	City of Coeur D'Alene	Coeur d'Alene	ID	Levi Schoolroy	208-762-8787	7825 Meadowlark Way, Coeur D'Alene, ID 83815	7,370	6"-12"	9/30/10	\$227,332.00
C1006	COP Hardin, MT	City of Hardin	Hardin,	MT	Michael J Anderson	406-656-4632	PO Box 20913 - Billings, MT 59104	1,300	8"	6/1/10	\$2,862.50
C1005	City of Salmon Highway 93 North CIPP Sewer Project	City of Salmon	Salmon	ID	George Ambrose	208-756-3214	200 Main Street - Salmon, ID 83467	3,932	8"-15"	11/1/10	\$195,000.00
C1004	City of Cody CIPP Lining	City of Cody	Cody	WY	Keith Viles	307-587-2958	1338 Rumsey Ave., Cody, WY 82414	1,505	8"	4/7/10	\$42,522.50
C1003	Vaughn...sewer TV for infiltration and general pipe shape	Town of Vaughn	Vaughn	MT	Ralph McGillivray	406 453 5478	NCI Engineering, Great Falls, MT	2,000	8" - 12"	4/15/10	\$5,000.00
C1002	City of Lewistown CCTV Inspection and Cleaning	City of Lewistown	Lewistown	MT	Roger Krockenberg	406-535-1760	305 Watson St. - Lewistown, MT 59457	7,500	8"	4/15/10	\$3,800.00
C1001	Phase 1A: Collection System Rehab, Hardin MT	City of Hardin	Hardin,	MT	Michael J Anderson	406-656-4632	242 S 64th ST West, Billings MT 59106	26,590	8"-15"	7/1/10	\$537,510.00
C0923	City of Townsend	City of Townsend	Townsend	MT	Brad Koenig	406-447-5000	825 Custer, Helena MT 59601	22,862	8" - 15"	5/7/10	\$582,369.00
C0922	City of Powell Wyoming Downtown Sanitary Sewer Rehabilitation	City of Powell	Powell	WY	Sean Christensen	307-754-6921	270 N. Clark Street, Powell, WY	6,220	8"-12"	4/15/10	\$158,877.50
C0921	City of Spokane 2009 Sanitary Sewer Rehabilitation	City of Spokane	Spokane	WA	Mike Morris	509- 625-7921	808 W Spokane Falls Blvd, Spokane WA99201-3343	5,032	8"-24"	4/15/10	\$348,240.00
C0920	Town of Fairfield Wastewater Outfall & Collection Improvements	Town of Fairfield	Fairfield	MT	Crystal Morgan	406-453-2009	4509 N. Star Blvd, Great Falls, MT	20,502	8"-12"	5/7/10	\$710,517.00
C0919	Deer Lodge CIPP Lining	City of Deer Lodge	Deer Lodge	MT	Ed Janney	406-723-8213	300 Main Street, Deer Lodge MT 59722	800	12"	2/15/10	\$25,933.50
C0918	Boulder South Campus - Sewer Main Replacement Project	Hard Rock Road Building & Utilities	Helena	MT	Val	406-458-6472	5320 Silver Creek Rd, Helena MT 59602	128	8"	1/15/10	\$17,610.00
C0917	2009 CIPP Rehab for Small Diameter Sanitary Sewer	City of Ogden, UT	Ogden	UT	Daniel Gillies	801-629-8982	2549 Washington Blvd, Suite 761 Ogden UT 84401	23,250	8"-12"	8/15/10	\$435,500.00
C0916	Virginia City Wastewater Improvements Phase II - Schedule A and Schedule A Alternative #1	The Town of Virginia City	Virginia City	MT	Shawn Bryant	406-449-8627	2501 Belt View, Helena, MT 59601	2,337	8"	2/1/10	\$176,760.00
C0915	Winifred Sewer System Rehabilitation	Williams Civil Division, Inc	Winifred	MT	Bryan Peterson	406-922-3179	2360 N 7th Ave Suite A Bozeman MT 59715	10,884	8"	3/1/10	\$232,242.00
C0914	Miscellaneous Cured In Place Pipe Lining Project South Davis Sewer District	South Davis Sewer District	Salt Lake City	UT	Matt Meyers	801-232-7017	1800 W 1200 N, West Bounriful UT 84010	13,110	8"-27"	7/6/10	\$461,473.00
C0913	North Ogden City Corporation, 2009 Trenchless Sewer Rehabilitation Project	North Ogden City Corporation	North Ogden	UT	Dean	801-476-9767	1716 East 5600 South, South Ogden UT 84403	11,000	8"	10/5/09	\$99,650.00
C0912	Midway sanitation District 2009 Sewer rehab Project	Midway Sanitation District	Midway	UT	Scott Kettle	435-654-2226	100 West 75 North , Midway UT 84049	10,500	8"	10/26/09	\$230,000.00
C0911	Phase 1 Wastewater System Improvement Deer Lodge	City of Deer Lodge	Deer Lodge	MT	Ed Janney	406-723-8213	300 Main Street, Deer Lodge MT 59722	11,420	6"-24"	2/15/10	\$808,253.00
C0910	Water/Wastewater System Sustainment Fort William Harrison	Montana Underground Construction Co. LLC	Helena	MT	Don Davis	406-495-9410	2001 11th Ave. Suite 16, Helena MT 59601	4,940	8"-12"	9/5/09	\$137,320.00
C0909	Cured-In-Place Pipe Sewer Line Rehabilitation 2009	Cottonwood Improvement District	Sandy	UT	Greg Neff	801-943-7671	8620 South Highland Drive Sandy, UT 84093	4,744	8"-15'	8/15/09	\$188,920.00
C0908	City of Cody 19th Street Sewer Rehabilitation Project	City of Cody	Cody	WY	Stephen Payne	307-527-7511	PO Box 2200 Cody WY, 82414	400	10"	7/12/09	\$17,100.00
C0907	Stanley ND Water and Sewer Replacement Project	Kemper Construction	Stanley	ND	George Kemper	701-838-1733	PO Box 8 320 - 7TH St. NE Minot, ND 58702-0008	5,391	6"-12"	8/15/09	\$171,164.00
C0906	Billings 2009 Water and Sewer Replacement Project Schedule 3	Cop Construction	Billings	MT	Joe Allen	406-656-4632	PO Box 20913 - Billings, MT 59104	1,319	10"	7/14/09	\$40,391.50
C0905	Billings 2009 Water and Sewer Replacement Project Schedule 2	Western Municipal Construction	Billings	MT	Jock Clause	406-254-2106	5855 Elysian Rd, Billings MT 59101	802	8"	7/15/09	\$187,570.00
C0904	Sanitary Sewer Trenchless Rehab, Phase 13	City of Great Falls	Great Falls	MT	Kevin Parisian	406-771-1258	PO Box 5021, Great Falls, MT 59403	4,440	8"-9"	7/15/09	\$185,940.00

Vortex Services, LLC. (Rocky Mountain Region)

CIPP Project List

2/19/2025

171

PEC Project NO.	Project Name	Owner / Prime Contractor	City	State	Contact	Phone	Address	LF	Dia.	Date Completed	Contract Amount
C0903	Bainville MT	SK Construction, Inc.	Bainville	MT	Kelly Redmond	406-449-7937	2047 N. Last Chance Gulch, Helena MT 59601	150	24"	6/15/09	\$70,000.00
C0902	City of Casper Wy, Conwell Street Sanitary Sewer Lining	City of Casper	Casper	WY	Scott Baxter	307-235-8341	200 North David, Casper WY	295	10"	3/1/09	\$16,500.00
C0901	Meeteetse Sewer Lining Project	Town of Meeteetse	Meeteetse	WY	David Knoepke PE	307-856-2444	111 N 3rd E., Riverton WY, 82501	8,095	8"-10"	6/1/09	\$220,517.50
C0821	City of Dickinson Sewer Main Relining Project- 2008	City of Dickinson	Dickinson	ND	Terry Boehm	701-290-3308	99 2nd St E, Dickinson ND 58601	22,795	8"-24"	9/1/09	\$1,011,366.00
C0820	City Of Bozeman 2008 Sewer Rehabilitation Project	City of Bozeman	Bozeman,	MT	Craig Pozego	406-656-4632	PO Box 20913 - Billings, MT 59104	6,640	8"-15"	5/1/09	\$440,000.00
C0819	Midway sanitation District 2008 Sewer rehab Project	Midway Sanitation District	Midway	UT	Scott Kettle	435-654-2226	728 West 100 South #2 Heber City, UT 84032	2,090	8"	1/15/09	\$63,030.00
C0818	Lower Mills Sanitary Sewer System Lining & Rehab, WY	Lower Mills WY	Lower Mills	WY	Shawn Gustafson	307-266-2524	200 Pronghorn Street, Casper, WY	31,630	8"-12"	5/1/09	\$1,023,005.00
C0817	2008 City of Spokane WA CIPP	City of Spokane	Spokane	WA	Sandy Decker	509- 625-7921	808 W Spokane Falls Blvd, Spokane WA99201-3343	4,656	8"-20"	4/1/09	\$273,703.00
C0816	City of Townsend	City of Townsend	Townsend	MT	Tim Rauser	406-980-1105	City Hall, 110 Broadway St, Townsend MT 59644	1,375	8"-10"	10/22/08	\$44,055.00
C0815	Cottonwood Improvement District 2008	Cottonwood Improvement District	Sandy	UT	Gregory Neff	801-943-7671	8620 South Highland Drive Sandy, UT 84093	10,022	8"	10/15/08	\$331,249.25
C0814	City of Sandpoint	City of Sandpoint	Sandpoint	ID	JUB Engineers	208-762-8787	1123 W. Lake Street, Sandpoint, ID 83864	24,525	8"-15"	10/31/08	\$669,866.00
C0813	City of Seattle	City of Seattle	Seattle	WA	Joe Carter	206-684-5070	City of Seattle	8,000	8"-24"	2/1/09	\$629,572.56
C0812	City of Fort Benton Montana	City of Fort Benton	Fort Benton	MT	Don Davis	406-431-1771	PO Box 8, Fort Benton, MT 59442	700	10"-18"	8/20/08	\$28,500.00
C0811	Ackley Lake Dam Rehabilitation Project	Mungas Construction Company	Phillipsburg	MT	Ray Bennett	406-439-9034		292	48"	10/8/08	\$248,200.00
C0810	2008 City of Provo Sewer Main Line Lining Project	City of Provo	Provo	UT	Brad Jorgensen	801-852-7772	PO Box 1849, Provo, UT 84603	1,500	12"-18"	8/1/08	\$51,572.78
C0809	Cour D Alene 2008 Waste Water Project	City of Coeur D'Alene	Coeur d'Alene	ID	Jim Dunn		710 Mullan Ave., Coeur d'Alene, ID 83814	11,192	8"-12"	8/31/08	\$287,239.75
C0808	Guardrail/Erosion MacDonald Pass	Montana Department of Transportation	Helena	MT	Nick Miller	406-441-9616	PO Box 201001, Helena MT 59620	1,419	18"-24"	8/1/08	\$276,480.00
C0806	CCTV SLC UT	Salt Lake City - Department of Pub. Utilities	Salt Lake City	UT	Robert Sperling		1530 South West Temple, Salt Lake City, UT 84115	700	12"	6/23/08	\$3,200.00
C0805	ADM Properties	Archer Daniels Midland Company	Salt Lake City	UT	Paul Buehner	801-278-7063	Box 1470 Decatur, IL 62525	1,348	10" - 12"	6/17/08	\$49,880.60
C0804	Idaho Falls	City of Idaho Falls	Idaho Falls	ID	Doug Moser	208-612-8265	PO Box 50220, Idaho, ID 83405	3,942	8"-18"	6/22/08	\$234,971.00
C0803	Cody CIPP Lining Project	City of Cody Wyoming	Cody	WY	Stephen W. Payne PE	307-527-7511	1338 Rumsey Ave., Cody, WY 82414	2,618	8"	5/26/08	\$79,892.80
C0802	Bigfork Project	Bigfork Water and Sewer District	Bigfork	MT	Julie Spencer	406.837.4566	PO Box 1108, Bigfork, MT 59911	315	8"	2/8/08	\$16,000.00
C0801	City of Pasco 2007 Sewer Lining Project	City of Pasco	Pasco	WA	Michael McShane PE	509-545-3444	PO Box 293, 525 North Third Ave, Pasco WA 99301	19,596	8"-15"	5/23/08	\$606,903.99
C0719	Town of Manhattan	Town of Manhattan	Manhattan	MT	Vickie Ellison		PO Box 96, Manhattan MT 59741	1,135	8"-10"	12/30/07	\$42,230.00
C0718	Murray City Cottonwood Storm Drain	Murray City	Murray City	UT	Mike Pfeiffer	801-264-2662	5025 South State St, Murray City, UT. 84157	1,300	18"-27"	2/5/08	\$138,000.00
C0717	Pleasant Grove 2007 Sewer Rehab Project	Pleasant Grove City	Pleasant Grove City	UT	David Barlow	801-763-5166	One West Main, American Fork, UT 54003	6,882	8"	1/30/08	\$178,514.50
C0716	SEATAC Addn'l Work	Port of Seattle	Seattle	WA	Harold Brende	206.835.5763	PO Box 68727, Seattle WA 98168	3,575	8" - 24"	12/20/07	\$489,000.00
C0715	6Th Street and Baker Avenue Sewer Improvements Project	City of Whitefish, Public Works Department	Whitefish,	MT	John Wilson	406-863-2460	418 East Second Street, Whitefish MT 59937	700	8"	12/1/07	\$24,500.00
C0714	Salt Lake City Corporation Department of Public Utilities	Salt Lake City Corporation	Salt Lake City	UT	Rick Reinhold	801-483-6828	1530 S. Temple, Salt Lake City UT 84115	23,864	8" - 18"	5/25/08	\$599,999.99
C0713	City of Three Forks Collection System Rehabilitation CIPP Project	City of Three Forks/Great West Engineering	Three Forks/Helen	MT	Craig Pozega	406-449-8627	PO Box 4817 Helena, MT 59604	21,000	9" - 12"	12/15/07	\$509,918.75
C0712	Billings, MT 2007 Water & Sewer Replacement Projects	City of Billings	Billings	MT	Doug Teller	406-656-4632	PO Box 20913 - Billings, MT 59104	6,773	8" - 10"	10/31/07	\$249,748.00

Vortex Services, LLC. (Rocky Mountain Region)

CIPP Project List

2/19/2025

172

PEC Project NO.	Project Name	Owner / Prime Contractor	City	State	Contact	Phone	Address	LF	Dia.	Date Completed	Contract Amount
C0711	Ogden, UT 2007 Sanitary Sewer Repairs	City of Ogden, UT	Ogden	UT	Kimball Wallace	801-629-8982	2549 Washington Blvd, Suite 761 Ogden UT 84401	20,200	8" - 18"		\$486,750.00
C0710	City of Helena Rodney Street Slipline	City of Helena	Helena	MT	Ryan Leland	406-447-8430	316 North Park Ave., Helena, MT 59601	3,464	8"	10/31/07	\$127,872.00
C0709	City of Pocatello, ID Downtown Sanitary Sewer Phase II & III	City of Pocatello, ID	Pocatello	ID	Deirdre Castillo	208-234-6225	PO Box 4169 Pocatello, ID 83205-4169	17,119	8" - 15"	9/30/07	\$469,693.80
C0708	City of Coeur D'Alene, ID 2007 CIPP Rehabilitation	City of Coeur d'Alene/JUB Engineers	Coeur d'Alene	ID	Susan Weathers	208-769-2231	City Hall, 710 E. Mullan Coeur D'Alene, ID 83816	6,678	8" - 12"	6/1/07	\$170,079.50
C0707	Fairchild #3	Cape Environmental	Fairchild AFB	WA	Mike Spradling	210-377-2008	12037 Starcrest Dr. San Antonio, TX 78247	419	18"	5/11/07	\$54,470.00
C0706	Cottonwood Improvement District Pipe Rehabilitation 2007	Cottonwood Improvement District	Sandy	UT	Gregory Neff	801-943-7671	8620 South Highland Drive Sandy, UT 84093	29,242	8" - 10"	10/25/07	\$699,998.80
C0705	4800 South Sanitary Sewer Rehab Project	Roy City Corporation	Roy	UT	Mark Miller	801-628-9576	5460 South 2700 West Roy, UT 84067	5,215	8" - 10"	4/23/07	\$119,875.00
C0704	US 2 Havre, NH-STPU-HSIP 1-6(52) 381	Nelcon, Inc.	Havre	MT	Sam Weyers	406-756-8560	PO Box 5370, Kalispell, MT 59903	1,496	8" - 18"	4/25/08	\$150,200.00
C0703	Missoula Community Medical Center	Community Medical Center	Missoula	MT	Keith Stokely	406-327-4130	2827 Fort Missoula Road, Missoula, MT 59804	400	10"	3/23/07	\$20,000.00
C0702	Sanitary Sewer Trenchless Rehab, Phase 11	City of Great Falls, MT	Great Falls	MT	Mike Kynett	406-771-1258	1025 25th Avenue NE, Great Falls, MT 59403	1,762	8"	5/4/07	\$120,791.00
C0626	City of West Jordan Magnolia Sewer Repair Proj. # SS-05-01	City of West Jordan, Engineering Department	West Jordan	UT	Greg Davenport	801-569-5070	8000 South Redwood Rd. West Jordan, UT 84088	2,200	8"	4/1/07	\$95,100.00
C0627	2006 Sewer Rehabilitation Project, Pleasant Grove, UT	Pleasant Grove City	Pleasant Grove City	UT	Michael Daniels	801-785-5045	70 S 100 E, Pleasant Grove, UT 84062	4,437	8" - 10"	2/1/07	\$151,843.00
C0630	SLC Intermodal Hub Connection To Trax UT06-005VT	Utah Transit Authority (UTA)	Salt Lake City	UT	W. Steve Meyer	801-287-2660	1250 South State Street, Clearfield, UT 84015	1,000	48"	3/9/07	\$800,000.00
C0629	City of Missoula West Broadway Sewer Repair	City of Missoula Public Works Department	Missoula	MT	Pat Brook	406-549-3638	Public Works Department, Missoula, MT 59801	538	15"	3/23/07	\$32,280.00
C0628	The Sanitary Sewer Systems Repairs	Layton City Corporation	Layton	UT	Terry Coburn	801-336-3800	437 N. Wasatch Drive, Layton, UT 84041	1,300	10"	4/12/07	\$61,824.00
C0625	Park City CIPP Sewer Rehabilitation Project East Canyon Relief Trunkline	Snyderville Basin Water Reclamation District	Park City	UT	Dennis McPhearson	801-298-9556	2800 Homestead Road, Park City, UT 84098	560	36"	2/7/07	\$123,190.00
C0620	Valier Sanitary Sewer Rehabilitation	Town of Valier	Valier	MT	Craig Nowak w/ MMI	406-454-1513	1321 8th Avenue North, Suite 104, Great Falls, MT 59401	6,000	8"-12"	12/1/07	\$794,695.00
C0623	Sewer Rehabilitation (FA8903-04-D-8721)	Cape Environmental	Fairchild AFB	WA	Mike Spradling	210-377-2008	12037 Starcrest Dr. San Antonio, TX 78247	23,000	6"-18"	2/15/07	\$688,955.00
C0616	Salt Lake City 1500 E 4500 South	Salk Lake City Suburban Sanitary District #1	Salt Lake City	UT	Don Teleford	801-262-2904	3932 South 500 East, Salt Lake City UT, 84107	3,920	8"-10"	1/1/07	\$131,988.00
C0618	Upper Taylor Dam Repair Project	Montana Correctional Enterprises	Deer Lodge	MT	Bill Dabney	406-846-1320	350 Conley Lake Road, Deer Lodge MT, 59722	240	14"-24"	11/1/06	\$43,300.00
C0615	2006 Wastewater Projects CIPP Rehabilitation	City of Sandpoint	Sandpoint	ID	Levi Schoolroy	208-762-8787	7825 Meadowlark Way, Coeur D'Alene, ID 83815	3,664	8"	10/1/06	\$136,549.00
C0619	Vancouver WA, Alley Sewer Lining Project	City of Vancouver WA	Vancouver	WA	Dan Swensen	360-487-7750	PO Box 1995, Vancouver WA, 98668-1995	10,177	8"-10"	10/1/06	\$273,730.47
C0608	Coeur d'Alene CIPP Rehabilitation 2006	City of Coeur d'Alene	Coeur d'Alene	ID	Jim Dunn	208-929-2569	710 East Mullan, Coeur D'Alene, ID 83816	7,676	8"-18"	9/1/06	\$263,213.50
C0622	Prineville CIPP, OR	C-More Pipe	Prineville	OR	Rick Stroud	503-623-1319	9350 Rickreall Rd., Rickreall, OR 97371	2,072	8"-10"	8/1/06	\$79,950.00
C0621	CIPP Lining- Columbus MT	Morrison Maierle, Inc.	Columbus	MT	Casey Hanson	406-656-6000	315 N. 25th St., Suite 102, Billings MT 59101	350	8"	8/1/06	\$18,500.00
C0614	COP Construction Billings	City of Billings	Billings	MT	Doug Teller	406-656-4632	PO Box 20913 - Billings, MT 59104	9,885	8"	8/1/06	\$345,014.00
C0613	Town of Fairfield	Town of Fairfield	Fairfield	MT	Crystal Reardon	406-453-5478	PO Box 8, Fairfield MT, 59436	1,390	10"-12"	8/1/06	\$58,617.50
C0611	CSWW, INC	CSWW INC	Great Falls	MT	Ed Venetz	406-761-3134	PO Box 6430, Great Falls, MT 59406	738	8"	7/1/06	\$25,392.00
C0610	City of Orem	City of Orem	Orem	UT	Jim Reams	801-229-7332	56 North State St., Orem, UT 84057	1,017	10"	7/1/06	\$50,698.25

Vortex Services, LLC. (Rocky Mountain Region)

CIPP Project List

2/19/2025

173

PEC Project NO.	Project Name	Owner / Prime Contractor	City	State	Contact	Phone	Address	LF	Dia.	Date Completed	Contract Amount
C0607	Lewistown Collection System Improvements 2006	City of Lewistown	Lewistown	MT	Garrett	406-538-2334	PO Box 579, Lewistown, MT 59457	2,026	15"-30"	7/1/06	\$253,170.00
C0601	Spokane Central Business District	City of Spokane	Spokane	WA	Mike Yake	509-625-6700	808 W. Spokane Falls Blvd. Spokane, WA 99201	5,500	8"-30"	7/1/06	\$522,913.00
C0519	Malmstrom Air Force Base Sewer Repairs	Malmstrom AFB	Malmstrom AFB	MT	Mark Jefferson	406-731-4111	7015 Goddard Drive, Malmstrom AFB, MT 59402	1,758	10"	7/1/06	\$174,433.00
C0603	Sanitary Sewer Rehabilitation 2006	Salt Lake City Corporation	Salt Lake City	UT	Rick Reinhold	801-483-6828	1530 South West Temple, Salt Lake City, UT 84115	20,392	8"-12"	7/1/06	\$433,235.20
C0612	10" CIPP Lining Jackson Street	City of Helena	Helena	MT	Bill Horner	406-447-8430	316 North Park Ave., Helena, MT 59601	495	10"	6/1/06	\$17,820.00
C0609	Shoreline Construction Co.	Shoreline Construction	Woodinville	WA	Jon Rickey	425-483-0600	P.O.Box 358, Woodinville, WA 98072-0358	347	12"	6/1/06	\$20,057.50
C0522	Malmstrom Air Force Base RO-BEC Phase V	Malmstrom AFB	Malmstrom AFB	MT	Travis Heble	406-723-8114	7015 Goddard Drive, Malmstrom AFB, MT 59402	2,730	8"-10"	6/1/06	\$108,604.00
C0518	Seattle Sewer Relining Contract 1 2005	City of Seattle	Seattle	WA	Jonathan Batara	206-615-1442	700 Fifth Ave, Seattle WA, 98104	12,266	8"-30"	6/1/06	\$459,531.85
C0512	Infiltration and Inflow Improvements	City of Yoncalla	Yoncalla	OR	David Jepsen	541-539-0732	1330 Teakwood Ave., Coos Bay, OR 97420	4,760	8"	6/1/06	\$427,965.00
C0609	Central Way Improvement Project	City of Kirkland	Kirkland	WA	John Rickey	425-483-0600	PO Box 358, Woodinville, WA 98072	350	12"	5/1/06	\$20,057.50
C0605	Port Orchard CIPP Lining	C-More Pipe	Port Orchard	WA	Rick Stroud	503-623-1319	216 Prospect Ave, Port Orchard, WA 98366	3,136	8"-12"	3/16/06	\$89,998.50
C0606	Bremerton	City Of Bremerton	Bremerton	WA	Wade Archer	253-872-7222	7855 S 206th St, Kent WA, 98032	270	8"	3/1/06	\$17,000.00
C0604	Lindon City	City of Lindon	Lindon	UT	Kevin Muhstein	801-785-5043	946 West center Street, Lindon, UT 84042	405	8"	3/1/06	\$12,328.80
C0602	Murray City Vine Street	Murray City	Murray City	UT	John Schiess	801-763-5100	4646 South 500 West, Murray City, UT 84123	1,135	8"	3/1/06	\$45,405.60
C0511	CIPP, Sewer Main Lining and Spot Repairs	City of Scobey	Scobey	MT	Dave Franz	406-482-4765	P.O. Box 1046, Sidney, MT 59270	1,480	8"-12"	1/1/06	\$91,240.00
C0505	Sewer Main Relining 2005	City of Regina	Regina	SK	Ken Weins	306-777-7431	BOX 1790, Regina, SK S4P 3C8	10,740	8"-18"	1/1/06	\$723,238.00
C0513	Sewer Main Lining	SLC Suburban Sanitary District #1	Salt Lake City	UT	Ray Child	801-265-2904	3932 S 500 E, Salt Lake City, UT 84107	2,720	8"-12"	12/1/05	\$60,750.00
C0514	7800 Sewer Line Rehabilitation	Cottonwood Improvement District	Sandy	UT	James Faulkner	801-943-7671	8620 S Highland Dr., Sandy UT 84093	5,500	8"	12/1/05	\$138,000.00
C0516	Drummond Sewer Lining Section 595	Kadmas, Lee and Jackson	Drummond	MT	Brad Koon	406-459-7764	1075 N.Rodney, Suite 101, Helena, MT 59601	12,163	8"-10"	11/1/05	\$626,497.50
C0509	400 North Sewer Liner Project	City of Orem	Orem	UT	Kendall Adamsom	801-229-7332	56 North State St., Orem, UT 84057	1,544	8"-12"	10/1/05	\$73,201.00
C0506	2005 Sewer Rehabilitation Project	Granger Hunter Improvement District	West Valley City	UT	Brad Paxman	801-968-3551	2888 South 3600 west, West Valley, UT 84170	8,524	8"-27"	10/1/05	\$313,116.45
C0504	54" Brick Storm Drain Rehabilitation Project	City of Helena	Helena	MT	Ryan Leland	406-447-8430	316 North Park Ave., Helena, MT 59601	985	60"	9/1/05	\$488,950.00
C0515	Sewer Rehabilitation	C-More Pipe	Veneta	OR	Rick Stroud	503-623-1319	9350 Rickreal Rd., Rickreal, OR 97371	490	8"	8/26/05	\$20,893.70
C0517	City of Reedsport	City of Reedsport	Reedsport	OR	Rick Stroud	503-623-1319	Reedsport OR	200	18"	8/1/05	\$19,712.50
C0508	City of Eugene	City of Eugene	Eugene	OR	Mark Schoening	541-682-5560	244 E. Broadway, Eugene, OR 97401	11,721	6"-15"	8/1/05	\$1,155,570.35
C0507	2005 Capital Improvement Project	South Arapahoe District	Lakewood	CO	Chris Douglas	303-985-3636	143 Union Blvd., Ste. 600, Lakewood, CO 80228	3,438	8"-12"	8/1/05	\$109,963.50
C0503	Henson's Terrace Subdiviaion Sanitary Sewer Rehab Project	Cody Wyoming	Cody	WY	Stephen Payne	307-527-7511	1338 Rumsey Ave., Cody, WY 82414	2,576	8"	5/1/05	\$84,155.68
C0413	2004 Sanitary and Storm Sewer Lining Project	City of Saskatoon	Saskatoon	SK	Keith Kingsbury	306-975-1455	222 3rd Avenue North, Saskatoon, SK S7K0J5	10,500	8"-18"	5/1/05	\$733,146.00
C0520	Pleasant Grove City CIPP Lining	City of Pleasant Grove	American Fork	UT	John Schiess	801-763-5100	One West Main, American Fork, UT 54003	4,706	8",10"	4/1/05	\$165,554.40
C0501	Section A Rehabilitation Project	City of Bench	Bench	ID	Rick Fox	208-466-2953	16200 N. 20th, Nampa, ID 83687	5,895	8"-10"	4/1/05	\$207,250.00
C0425	EU-0100: 2004 Sewer Main Replacements and Laurel St Rehab	City of Bellingham	Bellingham	WA	James Gebhardt	360-380-1234	4721 Northwest Dr., Bellingham, WA 98226	1,687	8"-30"	4/1/05	\$27,117.50
C0422	Sanitary Sewer Main Rehabilitation Project	City of Black Eagle	Black Eagle	MT	John Juras	406-727-3687	P.O. Box 1, Black Eagle, MT 59414	5,000	8"	3/1/05	\$258,805.50
C0426	WSR Sewers CIPP Rehabilitation Project	Monroe Correctional	Monroe Correction	WA	Dennis Smith	360-943-5840	855 Trosper Rd SW 108-190, Tumwater WA 98512	930	10"	2/1/05	\$29,130.00

Vortex Services, LLC. (Rocky Mountain Region)

CIPP Project List

2/19/2025

174

PEC Project NO.	Project Name	Owner / Prime Contractor	City	State	Contact	Phone	Address	LF	Dia.	Date Completed	Contract Amount
C0423	King George Sewer Lining Project 6209	King George	King George	OR	Clean Water	503-681-3600	2550 SW Hillsboro Hwy., Hillsboro, OR 97123	343	8"	2/1/05	\$13,173.50
C0417	Public Sewer Rehabilitation Project	City of Broomfield	Broomfield	CO	Mike Thomas	303-464-5824	One Descombes Dr., Broomfield, CO 80020	5,296	8"	1/1/05	\$127,344.00
C0416	City of Sweet Home 2004 Sanitary Sewer Rehab	City of SweetHome	Sweethome	OR	Jeff Jolma	503-466-9043	1140 12th Ave., Sweet Home, OR 97386	9,074	8"	12/1/04	\$300,030.00
C0411	Lindon City Corporation 600 North Sanitary Sewer Sliplining Project	City of Lindon	Lindon	UT	Noah Gordon	801-226-0393	100 North State St, Lindon, UT 84042	4,550	8"	11/1/04	\$117,930.00
C0415	2004 Billings Water & Sewer Line Replacement Project	City of Billings	Billings	MT	Rob Stoltz	406-254-9897	P.O. Box 80431, Billings, MT 59108	746	8"	11/1/04	\$41,881.00
C0405	FY 2004-05 Sanitary Sewer Pipe Rehab Project	City of Tigard	Tigard	OR	Vannie Nguyen	503-639-4171	13125 SW Hall Blvd., Tigard, OR 97223	1,068	8"	11/1/04	\$82,498.00
C0419	2004 Sewer Rehabilitation Project	Granger Hunter Improvement District	West Valley City	UT	Brad Paxman	801-968-3551	2888 South 3600 west, West Valley, UT 84170	1,854	8"-10"	11/1/04	\$51,429.80
C0420	Magnolia Sewer Repair SS-04-03	City of West Jordan	West Jordan	UT	Wendell Rigby	801-569-5070	8000 South Redwood Rd. West Jordan, UT 84088	780	8"	11/1/04	\$104,630.00
C0412	Repair Sanitary Sewer @ Wyoming Air National Guard Project	Alliance Construction	Wy Air National Gua	WY	Randy Tiley	719-596-8114	5045 list Drive, Colorado Springs, CO 80919	1,812	8"-12"	10/1/04	\$90,057.00
C0418	Sanitary Pipe Lining 2004	City of Moscow	Moscow	ID	Dean C. Weyen	208-883-7030	206 East 3rd Street, Moscow, ID 83843	814	8"	10/1/04	\$50,666.00
C0408	Board of Public Utilities of the City of Cheyenne	Board of Public Utilities	Cheyenne	WY	Jeff Pacenka	307-637-6471	P.O. Box 1469 - Cheyenne, WY 82003-1469	2,500	12"-24"	10/1/04	\$289,946.44
C0414	2004 Wastewater Projects-CIPP Rehabilitation	City of Coeur D'Alene	Coeur D' Alene	ID	John Daly	208-769-2231	710 East Mullan, Coeur D'Alene, ID 83816	4,913	8"	9/1/04	\$255,925.00
C0410	2004 CIPP Sanitary Sewer Rehabilitation	City of Spokane	Spokane	WA	Fred Brown	509-625-7921	808 W. Spokane Falls Blvd. Spokane, WA 99201	6,358	8"-21"	7/1/04	\$256,644.50
C0409	Sewer Rehabilitation Phase 10	City of Greatfalls	Great Falls	MT	Kurt Depner	406-771-1258	PO Box 5021, Great Falls, MT 59403	5,787	15"-24"	7/1/04	\$492,401.50
C0207	Small Diameter Sewer Rehabilitation Project No. WS90500095	City of Phoenix	Phoenix,	AR	Blaine V. Robinson	602-262-4709	200 West Washington St. - Phoenix, AZ 85003-1697	80,700	8"-12"	6/1/04	\$3,000,000.00
C0210	City of Bench Idaho	Bench Idaho	Bench	ID	Roylance & Assoc.	208-939-2824	4828 Emerald St. - Boise, ID 83706	2,500	8"-15"	5/1/04	\$126,460.00
	City of Tigard	City of Tigard	Tigard	OR	Vannie Nguyen	503-639-4171	13125 SW Hall Blvd., Tigard, OR 97223	1,900	12"	5/1/04	\$62,830.00
C0403	City of Orem Sewer Rehabilitation Project	City of Orem	Orem,	UT	Kendall Adamsom	801-229-7332	56 North State Street - Orem, UT 84057	589	8"	5/1/04	\$46,482.00
C0401	Sanitary Sewer Rehabilitation 2004	Salt Lake City Corp.	Salt Lake City, VI	UT	Linda Allred	801-483-6763	1530 So. West Temple - Salt Lake City, UT 84115	18,256	8"-10"	4/1/04	\$487,170.85
C0402	IWS Pipe Inspection and Repair Project 2004	Port of Seattle	Sea-Tac	WA	Robert York	206-444-4377	17900 International Blvd Ste 301 - SeaTac, WA 98188	12,500	8"-30"	4/1/04	\$370,000.00
C0404	Port Orchard CIPP Lining Project Job #0353	City of Port Orchard	Port Orchard,	WA	Larry Curles	360-876-4991	216 Prospect Ave - Port Orchard, WA 98366	800	8"-10"	3/1/04	\$25,200.00
C0311	Northup Way and Factoria Blvd Pipe Relining Project	City of Bellevue	Bellevue,	WA	Abe Santos	425-452-6456	11511 Main St, 5th Floor - Bellevue, WA 98004	435	15"-18"	2/1/04	\$62,647.04
C0310	2002/2006 West Side Sewer Rehab Project	City of Bozeman	Bozeman,	MT	HKM Engineering	406-586-1730	PO Box 1230 - Bozeman, MT 59771-1230	15,200	8"-18"	1/1/04	\$585,927.50
C0307	Sanitary Sewer Rehabilitation 2003 Project VI	Salt Lake City Corp.	Salt Lake City, VI	UT	Rick Reinhold	801-483-6763	1530 So. West Temple - Salt Lake City, UT 84115	35,000	8"-12"	11/1/03	\$804,906.75
C0309	Hardin 2003 Sewer Improvement Project	City of Hardin	Hardin,	MT	Kirt Driscoll	406-656-4632	406 N. Cheyenne Ave.- Hardin, MT 59034	1,045	8"	11/1/03	\$62,912.50
C0306	2003 Plummer ICBG & USDA, Rural Development Sewer Collection System	City of Plummer	Plummer,	ID	John Manion	509-328-5139	PO Box B- Plummer, ID 83851	6,450	8"	11/1/03	\$514,561.10
	Sewer Rehabilitation	Port of Seattle	Sea-Tac,	WA	Robert York	206-444-4377	17900 International Blvd Ste 301 - SeaTac, WA 98188	5,000	8"-18"	11/1/03	\$0.00
C0308	Mullan Collection System Upgrades	Randall Contracting	Mullan,	ID	Rick Schlothauer	208-784-1503	90 Wildcat Way - Kellogg, ID 83837	3,276	8"-12"	9/1/03	\$56,348.00
C0304	Lupfer Avenue Reconstruction Project	City of Whitefish	Whitefish,	MT	Nupac	406-752-4215	PO Box 8150 - Kalispell, MT 59904	750	18"	9/1/03	\$102,250.00
C0301	Sanitary Sewer Rehabilitation 2003 Project V	Salt Lake City Corp.	Salt Lake City, V	UT	Rick Reinhold	801-483-6763	1530 So. West Temple - Salt Lake City, UT 84115	16,000	8"-21"	8/1/03	\$485,735.00
C0302	Bench Sewer District Section D Phase II & Lateral G 9.1 Rehab Project	Bench Idaho	Bench,	ID	Roylance & Assoc.	208-939-2824	4828 Emerald St. - Boise, ID 83706	3,573	8"	8/1/03	\$106,078.85

Vortex Services, LLC. (Rocky Mountain Region)

CIPP Project List

2/19/2025

175

PEC Project NO.	Project Name	Owner / Prime Contractor	City	State	Contact	Phone	Address	LF	Dia.	Date Completed	Contract Amount
C0303	Wauna Mill Georgia-Pacific Corporation Project	Wanua Mill Georgia Pacific	Wauna Mill	OR	Alex Rainey	503-455-3373	92326 Taylorville Rd. - Clatskanie, OR 97016	175	48"	5/1/03	\$130,000.00
C0211	Sanitary Sewer Rehabilitation 2002	City of Spokane	Spokane	WA	Fred Brown	509-625-7921	808 W. Spokane Falls Blvd. Spokane, WA 99201	5,992	8"	12/1/02	\$410,000.00
C0212	Sanitary Sewer Rehabilitation 2002 Project IV	Salt Lake City Corp.	Salt Lake City, IV	UT	Rick Reinhold	801-483-6763	1530 So. West Temple - Salt Lake City, UT 84415	9,493	8"-15"	12/1/02	\$312,432.00
F0202	2002 Sanitary Sewer Slipline Project, 2002-012	City of the Dalles	The Dalles	OR	Dale McCabe	541-296-5481	313 Court St. - The Dalles, OR 97058	580	18"	10/1/02	\$137,278.00
C0209	Sunhaven Outfall	City of Helena	Helena	MT	Charles Hanson	406-447-8430	316 N. park Ave. - Helena, MT 59601	3,620	10"	8/1/02	\$168,355.00
C0205	Sanitary Sewer Rehabilitation 2002 Project III	Salt Lake City Corp	Salt Lake City III	UT	Rick Reinhold	801-483-6763	1530 So. West Temple - Salt Lake City, UT 84415	6,883	8"-15"	7/1/02	\$241,747.00
C0208	Construction of McEwan Road, In-Situ Sewer Rehab	City of Tualatin	Tualatin	OR	Karen Hoffman	503-691-3034	18880 SW Martinazzi Ave. - Tualatin, OR 97062-7092	4,330	8"	7/1/02	\$126,177.00
C0114	Sanitary Sewer Rehabilitation 2002 Project II	Salt Lake City Corp	Salt Lake City II	UT	Rick Reinhold	801-483-6763	1530 So. West Temple - Salt Lake City, UT 84415	6,420	8"-12"	7/1/02	\$215,851.00
F0203	Sewer Lining Project 2002, Contract #C-201	Moses Lake	Moses Lake	WA	Shawn O'Brien	509-766-9214	South 321 Balsam Street, Moses Lake, WA 98837	3,950	8"	6/1/02	\$198,475.00
C0201	Water, Sewer, Storm Drain and Street Improvements Project	City of Colstrip	Colstrip	MT	Robert Stoltz	406-860-8322	Colstrip City Hall - 550 Willow - Colstrip MT	1,665	8"	6/1/02	\$90,074.00
C0204	Towers to Alder Street Sanitary Sewer Reconstruction	City of Mount Angel	Mount Angel	OR	John Yarnall	503-585-2474	PO Box 960 - Mount Angel, OR 97362	460	12"	6/1/02	\$23,661.00
C0203	27" Sewer Outfall Rehab	Sandy Suburban Improv. District	Sandy	UT	Jeff Black	801-743-0696	9115 So. 700 East - Sandy, UT 84070	575	27"	5/1/02	\$98,275.00
F0201	Seattle Fold and Form	City of Seattle	Seattle	WA	Kathy Renee	206-684-7753	710 Second Ave. - Suite 1130 - Seattle, WA 98101	6,588	8"-12"	5/1/02	\$362,139.00
C0202	City of Port Orchard CIPP Lining Project #0225	City of Port Orchard	Port Orchard	WA	Rick Stroud	503-623-1319	216 Prospect Ave - Port Orchard, WA 98366	355	8"	4/1/02	\$16,680.00
C0115	Wastewater System Improvements	City of Choteau	Choteau	MT	Heather Brusatori	406-466-5930	38 First Ave. West - Choteau, MT 59422	14,000	8"-18"	3/1/02	\$1,144,412.00
C0112	City of Kamloops Sanitary Sewer CIPP Lining	City of Kamloops	Kamloops	BC	Roger Peterson	250-828-3515	City Hall 7 Victoria St. West - Kamloops, BC V2C 1A2	880	6"-36"	3/1/02	\$48,925.00
C0113	City of Williams Lake Cured-In-Place Pipe	City of Williams Lake	Williams Lake	BC	Judy Felker	250-392-2311	450 Mart Street - Williams Lake, BC V2G 1N3	968	8"-10"	3/1/02	\$64,356.00
C0118	West Lake Union Improvements, PM#2001-090	City of Seattle	Seattle	WA	Mid-Mountain Contr.	425-202-3600	710 Second Ave. - Suite 1130 - Seattle, WA 98101	300	24"	2/1/02	\$43,710.00
C0109	Storm Drain Infrastructure Rehabilitation Program	West Coast Construction	Bellevue	WA	Hunter Sather	425-482-1900	PO Box 419 - Woodinville, WA 98072	1,460	12"-18"	1/1/02	\$103,450.00
C0116	IWS Repair SWV-307516	Port Constr Svcs	Sea-Tac	WA	Rod Olzendam	206-444-6710	18000 International Blvd Ste 1100 - SeaTac, WA 98188	1,371	8"-27"	12/1/01	\$123,499.00
C0110	Sherwood Forest Sewer Rehabilitation	Olympic View W & S Dist.	Edmonds	WA	Rodney Langer	425-637-3693	23725 Edmonds Way - Edmonds, WA 98026	3,180	8"-10"	12/1/01	\$160,625.00
F0104	Auburn Redondo Siphon Third Barrel Pipeline, Des Moines, WA	R.L. Alia Co.	Des Moines	WA	Bob Hastings	206-722-4900	9215 ML King Way South - Seattle, WA 98118	800	16"-18"	12/1/01	\$97,150.00
F0102	Yellowstone National Park Sewer System Rehabilitation	DC Enterprises	Yellowstone Nat'l. Pa	MT	David L. Cole	307-344-2364	5197 Lavaque Road - Duluth, MN 55803	7,919	8"-12"	11/1/01	\$458,083.00
C0117	High Line Community College Sewer Repair	Construction Enterprises	Tacoma	WA	Darrell Barnes	253-572-5122	3221 Center Street - Tacoma, WA 98409	115	8"	11/1/01	\$7,500.00
C0104	Bigfork Sanitary Sewer Outfall Line	Big Fork County W & S District	Big Fork	MT	Lee Leivo	406-837-4566	P.O. Box 1108 - Big Fork, MT 59911	896	8"	11/1/01	\$47,850.00
C0106	Earthquake Damage Storm Drainage Line	Port of Tacoma	Tacoma	WA	Frank Davidson	253-383-9447	One Sitcum Plaza, Tacoma WA, 98421	403	18"	11/1/01	\$40,994.00
	Sewer Rehabilitation	Contracting Services	Seattle	WA	Michael Purdy	206-233-7810	700 3rd Ave. Rm 910 - Seattle, WA 98104	220	15"	11/1/01	\$0.00
C0111	City of Salmon Main Street Rehabilitation, 2001	Big Fork County W & S District	Salmon	ID	Thane Smith	208-232-1313	200 Main Street - Salmon, ID 83467	2,600	8"-12"	10/1/01	\$137,400.00
C0007	Wastewater Rehab 2000, Basins DA-41 & 42	City of Eugene	Eugene	OR	Rich Heil	541-287-5560	244 E. Broadway - Eugene, OR 97401	3,907	8"-18"	10/1/01	\$1,058,810.00
F9905	Wastewater Rehab 1999, Basins DA-22 & DA-12	City of Eugene	Eugene	OR	Rich Heil	541-287-5560	244 E. Broadway - Eugene, OR 97401	16,328	8"-15"	10/1/01	\$1,016,364.00
	1999 Trenchless Sewer Rehabilitation, EU-0007	City of Bellingham	Bellingham	WA	Paul Simplot	360-676-6961	210 Lottie St. - Bellingham, WA 98166	4,350	8"-12"	10/1/01	\$197,357.00
C09907	Southwest Suburban Sewer District, Sewer Rehab Project Phase II	SW Suburban Sewer Dist	Seattle	WA	KCM Engineering	206-443-5300	431 Ambaum Blvd. - Seattle, WA 98166	2,182	8"-24"	10/1/01	\$261,666.00

Vortex Services, LLC. (Rocky Mountain Region)

CIPP Project List

2/19/2025

176

PEC Project NO.	Project Name	Owner / Prime Contractor	City	State	Contact	Phone	Address	LF	Dia.	Date Completed	Contract Amount
T9817	1998 Street Rehabilitation Project #97-52 12th Street & Beverly Street	High Plains Const.	Casper	WY	High Plains Const.	307-265-2244	PO Box 370 - Mills, WY 82644	2,046	8"	10/1/01	\$91,350.00
C0108	2000 Sewer Rehabilitation Program, Phase 9, Trenchless, O.F. 1174.4	City of Great Falls Eng.	Great Falls	MT	Kurt Depner	406-771-1258	1025 25th Ave. NE - Great Falls, MT 59404	9,495	8"-10"	9/1/01	\$359,434.00
C0005	2000 Billings Water and Sewer Lines Replacement	Cop Construction	Billings	MT	Carl Anderson	406-869-6304	PO Box 20913 - Billings, MT 59104	3,612	8"-18"	9/1/01	\$144,512.00
C0001	2000 MDT Sewer Rehabilitation Program, Phase 8, Trenchless, O.F. 1174.3	City of Great Falls Eng.	Great Falls	MT	Kurt Depner	406-771-1258	1025 25th Ave. NE - Great Falls, MT 59404	23,430	8"-20"	9/1/01	\$908,330.00
003, C00	Holly Park Redevelopment Phase II	Seattle Housing Authority	Seattle	WA	R.L. Alia Company	206-722-4900	9215 ML King Way South - Seattle, WA 98118	1,728	8"-30"	9/1/01	\$107,812.00
C0008	Sewer Main Replacement 2000, Project No. 00-8	City of Helena	Helena	MT	Charles Hanson	406-447-8430	316 N. Park Ave. - Helena, MT 59601	1,356	8"-9"	9/1/01	\$66,612.00
C09909	Sewer Rehabilitation	City of Springfield	Springfield	OR	Robert Kettwig	541-726-4615	225 Fifth St. - Springfield, OR 97477	1,197	12"-20"	9/1/01	\$0.00
C0105	Sanitary Sewer Rehabilitation 2001	Salt Lake City Corp.	Salt Lake City I	UT	Rick Reinhold	801-483-6763	1530 So. West Temple - Salt Lake City, UT 84415	4,303	8"-10"	8/1/01	\$147,491.00
	Seattle Fold and Form	City of Seattle	Seattle	WA	Kathy Renee	206-684-7753	710 Second Ave. - Suite 1130 - Seattle, WA 98101	15,245	8"-18"	8/1/01	\$837,587.00
T9814	Waldport Urban Renewal Agency Infrastructure Improvements Project	The Dyer Partnership	Waldport	OR	Steve Donovan	541-269-0732	275 Market St. - Coos Bay, OR 97420	1,913	8"	8/1/01	\$85,396.00
C09908	Sewer Rehabilitation	City of Bellingham	Bellingham	WA	Paul Simplot	360-676-6961	210 Lottie St. - Bellingham, WA 98225	840	18"-21"	8/1/01	\$0.00
C09905	1999 Sanitary Sewer and Water System Improvements	Paradise Excavating	Big Timber	MT	Greg Stratton	406-587-0721	PO Box 2354 - Billings, MT 59103	2,046	8"	7/1/01	\$31,920.00
C09904	Martin Way Sanitary Rehabilitation, Project CY43	City of Olympia	Olympia	WA	Thomas J. Frare	360-753-8362	PO Box 1967 - Olympia, WA 98507-1967	330	8"	7/1/01	\$26,150.00
F0103	2001 Sanitary Sewer Rehabilitation	City of Buffalo	Buffalo	WY	Keith A. Neustel	307-684-7029	46 North Main Street - Buffalo, WY 82834	4,170	8"-14"	6/1/01	\$203,482.00
T9806	1998 Second Cheyenne Sewer Rehab	Aztec Construction	Cheyenne	WY	Aztec Construction	307-637-6171	4305 McCann Ave. - Cheyenne, WY 82001	2,270	8"-12"	6/1/01	\$114,652.00
	Grand Teton National Park; Reline/Repair Sewer Lines	Grand Teton Nat'l Park	Grand Teton Nat'l Park	WY	Ronnie Green	210-432-3600	PO Drawer 170 - Moose, WY 83012	16,143	6"-8"	5/1/01	\$405,354.00
C0103	Troutdale Water Pollution Control Facility	Williams Bros. Const.	Troutdale	OR	Williams Bros. Const.	509-455-9195	5713 W. Garden Springs Rd. - Spokane, WA 99224	182	30"	5/1/01	\$43,220.00
C09910	1999 Sanitary Sewer Renewal Program	City of New Westminster	New Westminster	BC	Robert Vosilla	250-527-4592	511 Royal Ave. - New Westminster, BC	2,280	6"-8"	5/1/01	\$194,050.00
C9902	Fort James Wauna Mill	Fort James Corp.	Clatskanie	OR	George Vernon	425-337-7062	92326 Taylorville Rd. - Clatskanie, OR 97016-9299	500	10"	5/1/01	\$52,000.00
	Wastewater Treatment Facility Improvements and Westend Trunk Main	Western Municipal Construction	Big Timber	MT	Jock Clause	406-254-2106	926 Main St. #8 - Billings, MT 59105	1,150	8"	4/1/01	\$175,976.00
	Sanitary and Storm Sewer Lining	City Works Yard	Port Alberni	BC	Norm Meunier	250-720-2849	4150 6th Ave. - Port Alberni, BC V9Y4M9	1,070	8"-15"	4/1/01	\$80,000.00
F0002	1999 Cornell Avenue Pump Station Retrofit Sanitary Sewer Lining	Bryn Mawr Lakeridge Water & Sewer District	Ravensdale	WA	Fred Kern	206-632-2664	VLS Construction, PO Box 630, Ravensdale, WA 98051-0630	148	8"	4/1/01	\$19,760.00
	City of Lacey Year 2000 Water and Sewer Improvements, PW00-03	City of Lacey	Lacey	WA	Wally Clayton	253-862-7890	1812 Pease Avenue, Sumner WA 98509	1,078	8"	4/1/01	\$42,237.00
	Storm and Sanitary Trenchless Pipe Repairs, CFB Esquimalt	Defense Construction Canada	Victoria	BC	Dan Bonneau	250-363-2348	PO Box 17000 - Victoria, BC V9A7N2	4,307	6"-18"	4/1/01	\$399,470.00
C09901	Southwest Suburban Sewer District, Sewer Rehab Project Phase I	SW Suburban Sewer District	Seattle	WA	KCM Engineering	206-443-5300	431 Ambaum Blvd. - Seattle, WA 98166	906	8"-18"	3/1/01	\$73,820.00
C09911	Yellowtail Government Camp Sewer Line Repair	Bureau of Reclamation	Fort Smith	MT	Tom Tauscher	406-666-3214	2nd Ave B - Fort Smith, MT 59035	754	8"	2/1/01	\$62,010.00
C09906	Sewer Rehabilitation	City of Lewistown	Lewistown	MT	William Bandel	406-538-2302	305 Watson St. - Lewistown, MT 59457	1,175	8"	2/1/01	\$0.00
F0006	Bellevue Sanitary Sewer Pipe Relining & Storm Sewer	City of Bellevue	Bellevue	WA	Scott Taylor	425-452-4108	P.O. Box 90012 - Bellevue, WA 98009	920	12"	1/1/01	\$123,543.00
C09903	Hot Springs Wastewater Collection and Treatment Rehab 1999	Town of Hot Springs	Hot Springs	MT	Paul Montgomery	406-449-7913	PO Box 669 - Hot Springs, MT 59845	9,871	8"-12"	9/1/00	\$645,618.00
F9903	Sand Point Utility Upgrades and Site improvements	Sand Point Naval Base	Seattle	WA	Tom Pulford	206-684-4946	7400 Sand Point Way NE, Seattle WA 98115	4,460	6"-15"	4/1/00	\$216,080.00

Vortex Services, LLC. (Rocky Mountain Region)

CIPP Project List

2/19/2025

PEC Project NO.	Project Name	Owner / Prime Contractor	City	State	Contact	Phone	Address	LF	Dia.	Date Completed	Contract Amount
T9829	Seattle Fold and Form	City of Seattle	Seattle	WA	Trish Rhay	206-684-7753	Dexter Horton Building, 11th Floor 710 Second Ave, Seattle WA 98104	15,968	8"-12"	2/1/00	\$967,177.00
F9904	Bainbridge Island Roadway Improvement Project	City of Bainbridge Island	Bainbridge	WA	Lay Chin Foo	206-780-3712	911 Hildebran Lane, Suite 202, Bainbridge WA 98110	688	8"-12"	8/1/99	\$40,390.00
	1998 Sanitary Sewer Improvements	City of Bozeman	Bozeman,	MT	Jonathan C. Roen	406-586-0277	PO Box 640, Bozeman MT, 59771	1,858	6"-8"	8/1/98	\$168,507.00
T9824	New Pacific Northwest Baseball Stadium	City of Seattle	Seattle	WA	Trish Rhay	206-684-0968	710 Second Ave.- Suite 1130 - Seattle, WA 98101	682	12"	8/1/98	\$46,389.00
822, T98	1998 Sanitary Sewer Rehab- Basin DA-12	City of Eugene	Eugene	OR	Bob Staley	541-687-5560	244 East Broadway, Eugene OR 97401	16,238	4"-10"	8/1/98	\$894,304.00
T9805	Bellevue Fold and Form 1998	City of Bellevue	Bellevue	WA	Paul Benko	425-452-7240	11511 Main St, Bellevue, WA 98009-9012	587	8"	8/1/98	\$23,454.00
T9826	Seattle Fold and Form 1998	City of Seattle	Seattle	WA	Trish Rhay	206-684-7753	710 Second Ave.- Suite 1130 - Seattle, WA 98101	4,841	8"-12"	8/1/98	\$217,691.00
T9821	1998 Sanitary Sewer Rehab- Basin DA-32	City of Eugene	Eugene	OR	Bob Staley	541-687-5560	244 East Broadway, Eugene OR 97401	14,125	6"-12"	7/1/98	\$690,000.00
	Hardin Montana 1998 Sanitary Sewer Improvements	City of Hardin	Hardin,	MT	Zane Gray	406-652-6464	1202 South 32nd Street West, Billings MT 59102	1,778	8"	7/1/98	\$67,796.00
T9811	14th Street Alleys and Ingraham Drive Sanitary Sewerliner Rehab	City of Cody	Cody	WY	Stephen Payne	307-527-7511	PO Drawer 2200 Cody, WY 82414	2,247	8"	7/1/98	\$0.00
	1998 Sewer Rehab Program Phase VI	City of Great Falls	Great Falls	MT	Kurt Depner	406-771-1258	PO Box 5021, Great Falls, MT 59403	2,143	8"-10"	6/1/98	\$313,686.00
	Malmstrom Air Force Base Fold and Form 1998	Malmstrom AFB	Malmstrom AFB	MT	Sgt. Mark Tenney	406-731-4006	7015 Goddard Drive, Malmstrom AFB, MT 59402	5,400	8"	5/1/98	\$221,000.00
T9709	Seattle Fold and Form 1997	City of Seattle	Seattle	WA	Trish Rhay	206-684-7753	710 Second Ave.- Suite 1130 - Seattle, WA 98101	3,870	8"-12"	11/1/97	\$172,000.00
	Sanitary Sewer Reconstruction- Washington Street and Jefferson St	City of Eugene	Eugene	OR	Bob Staley	541-687-5560	244 East Broadway, Eugene OR 97401	4,833	8"-10"	8/1/97	\$412,377.00
T9706	Leopard Street Sewer Rehab	City of Sheridan	Sheridan	WY	Steven Peterson	307-674-6483	55 East Grinnell Ave, Sheridan WY 82801	4,500	8"	6/1/97	\$174,000.00
T9707	Basin C Truck Sewer Rehab& Basin B Stormwater/Sewer Separation- Project No. 96-SS-01	City of Colville	Colville	WA	Mark Freiburger	509-685-1964	170 South Oak Street, Colville, WA 99114	1,800	12"	6/1/97	\$269,395.00
T9710	Sewer Collection System Rehab Phase II 1997	Town of Jackson	Jackson	WY	Robert Norton	307-733-2087	155 East Pearl Street, PO Box 1687, Jackson WY 83001	5,976	6"-8"	5/1/97	\$536,328.00
T9603	Sanitary Sewer Reconstruction- Project No. 3422- Basin 3	City of Eugene	Eugene	OR	Bob Staley	541-687-5560	244 East Broadway, Eugene OR 97401	6,979	8"-15"	4/1/97	\$513,361.00
T9703	1997 Trenchless Sewer Rehab Project SE-666	City of Bellingham	Bellingham	WA	Paul Simplot	360-676-6961	210 Lottie Street, Bellingham WA 98225	13,062	8"-21"	2/1/97	\$559,782.00
T9702	Blakely Sanitary Sewer Rehab Project	City of the Dalles	The Dalles	OR	Sandra Mendonca	541-296-5401	1900 West 6th Street, The Dalles OR 97058	1,727	8"	1/1/97	\$75,218.00
T9602	Sewer Collection System Rehab-1996	Town of Jackson	Jackson	WY	Robert Norton	307-733-2087	155 East Pearl Street, PO Box 1687, Jackson WY 83001	2,389	6"-8"	12/1/96	\$536,328.00
T9608	Sanitary Sewer Reconstruction- Project No. 3423- Basin 4	City of Eugene	Eugene	OR	Bob Staley	541-687-5560	244 East Broadway, Eugene OR 97401	6,842	6"-8"	11/1/96	\$474,709.00
T9604	Boulder Ave Sewer Main Rehab	City of Helena	Helena	MT	Doug Krebs	406-447-8431	316 North Park Ave., Helena, MT 59601	1,351	8"-9"	6/1/96	\$110,461.00
T9501	Country Club Addition-Phase II	City of Great Falls	Great Falls	MT	Jim Rearden	406-727-8390	1025 25th Ave. NE - Great Falls, MT 59404	6,700	8"	2/1/96	\$256,175.00
S9702	Second Street East Sewer Rehab Project	City of Kalispell	Kalispell	MT	John Wilson	406-758-7700	PO Box 1997 Kalispell, MT 59903-1997	750	15"	12/1/95	\$92,250.00
	Sanitary Sewer Rehab- Phase I Madison Street Sewer	City of Missoula	Missoula	MT	Bruce Bender	406-523-4623	435 Ryman Street, Missoula MT 59802-4297	500	8"	9/1/95	\$24,750.00
S0002	1995 Water & Sewer Replacement	City of Billings	Billings	MT	Kurt Corey	406-657-8200	MSE-HKM & Associates	2,250	8"	5/1/95	\$112,220.00
							Total Footage Lined:	3,515,475	6" - 84"		\$158,306,922.06

Manhole Rehabilitation Projects

Completed by:
Planned and Engineered Construction, Inc.

Project Name	Owner / Prime Contractor	City	State	Contact	Phone	Address	VF	Date Completed
Valier Sanitary Sewer Rehabilitation	Town of Valier	Valier	MT	Craig Nowak w/MMI	406-454-1513	1321 8th Avenue North, Suite 104, Great Falls, MT 59401	100	10/13/06
Helena Manhole Rehabilitation	City of Helena	Helena	MT	Bill Horner	406-447-8430	316 North Park Ave., Helena, MT 59601	180	8/1/06
Sewer Rehabilitation	Alliance Construction	Wy Air National Guard	WY	Randy Tiley	719-596-8114	5045 List Drive, Colorado Springs, CO 80919	55	10/1/04
Manhole Rehabilitation 2004	City of Helena	Helena	MT	Ryan Leland	406-447-8430	316 N. Park Ave. - Helena, MT 59601	290	6/1/04
Manhole Rehabilitation	City of Kalispell	Kalispell	MT	Jim Hansz	406-758-7720	312 1st Avenue East, Kalispell, MT 59901	150	8/1/02
Manhole Rehabilitation 2002, Project 02-8	City of Helena	Helena	MT	Charles Hanson	406-447-8430	316 N. Park Ave. - Helena, MT 59601	289	8/1/02
Manhole Rehabilitation	City of Greeley	Greeley	CO	Engineering Services	970-350-9881	1000 10th Street, Greeley, CO 80631	285	5/1/02
Sewer Manhole Rehabilitation	City of Kalispell	Kalispell	MT	Jim Hansz	406-758-7720	312 1st Avenue East, Kalispell, MT 59901	150	7/1/01
Sanitary Sewer Reconstruction- Project No. 3423- Basin 4	City of Eugene	Eugene	OR	Bob Staley	541-687-5560	244 East Broadway, Eugene OR 97401	166	8/1/00
Sanitary Sewer Reconstruction- Project No. 3422- Basin 3	City of Eugene	Eugene	OR	Bob Staley	541-687-5560	244 East Broadway, Eugene OR 97401	200	6/1/00
1998 Sanitary Sewer Rehab- Basin DA-12	City of Eugene	Eugene	OR	Bob Staley	541-687-5560	244 East Broadway, Eugene OR 97401	395	7/1/98
1998 Sanitary Sewer Rehab- Basin DA-32	City of Eugene	Eugene	OR	Bob Staley	541-687-5560	244 East Broadway, Eugene OR 97401	350	5/1/98
1997 Trenchless Sewer Rehab Project	City of Bellingham	Bellingham	WA	Paul Simplot	360-676-6961	210 Lottie Street, Bellingham WA 98225	225	6/1/97
Great Falls Manhole Rehabilitation	City of Great Falls	Great Falls	MT	Kurt Depner	406-771-1258	PO Box 5021, GreatFalls, MT 59403	1,200	6/1/97
Manhole Rehabilitation	City of Ashland	Ashland	OR	Terry Ellis	541-488-5348	90 North Mountain Ave. Ashland, OR 97520	220	5/1/96
Great Falls Manhole Rehabilitation	City of Great Falls	Great Falls	MT	Kurt Depner	406-771-1258	PO Box 5021, GreatFalls, MT 59403	400	4/1/95
						Total Footage Lined:	4,701	

installations by state

<u>State</u>	<u>LF Installed</u>
MT	930,383
UT	1,081,197
ID	410,509
WA	666,127
AR	80,700
WY	126,258
OR	191,348
CO	25,722
ND	69,154
SK	21,240
BC	9,505
Other	-96,666

Livingston 2025 Sanitary Sewer I&I - Reference Check
4/28/2025

1.

Project: W.O. 23-01 Contract 2 2023 Sewer Main Replacement
Contact: Travis Harris, Project Engineer, City of Billings

Summary:

Billings typically has Western on at least one project every year. WMC just landed a project with Travis recently. For the 2023 sewer project on the reference form, John G. was superintendent and Neil was the PM. Neil was a little green on the sewer work. The 2023 sewer replacement had some challenges but they got it done. There were a lot of zones and work areas. One challenge was that there was some delay with timing on the replacement vs CIPP timing and it seemed to draw out. Last year they did a water main in Billings with Terry Sutherland and it went very smooth.

2.

Project: Ravalli County TEDD Wastewater Project - Phase 2
Engineer: Donnie Ramer, Director of Public Works

Summary:

There were some challenges on the TEDD Phase 2, project, but overall things went pretty well. The boring contractor missed horizontal and vertical alignment on their bore under Eastside Hwy, and kind of threw the whole schedule for the project. We have had Western Municipal on two projects and their quality of work has been great. We have had Dylan and Corina running both of our projects.

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2025, by and between **THE CITY OF LIVINGSTON, MONTANA**, a municipal corporation and political subdivision of the state of Montana with its principal office located at 220 East Park Street, Livingston, MT 59047 (hereinafter referred to as the “City”), and **WESTERN MUNICIPAL CONSTRUCTION, INC.**, an incorporated company with its principal place of business located at 5855 Elysian Road, Billings, MT 59101 (hereinafter referred to as the “Contractor”; and together with the City, the “Parties”).

RECITALS:

- A. The Contractor is engaged in the business of providing construction 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 “2025 Sanitary Sewer Inflow and Infiltration (I&I) Reduction Project.”

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

5. **NATURE OF RELATIONSHIP.**

- a. The Contractor states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Contractor shall perform the Project as an independent contractor. The Parties agree that the City is only interested in the end result of said project, not in the method of performance, and as such, the Contractor has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Contractor shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
- b. The Contractor agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both State and Federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Contractor in performance of this Agreement.
- c. **The contractor agrees to follow the Montana Preference law for materials and labor as set forth in 18-1-102 and 18-2-403 MCA. For projects valued in excess of \$25,000.00, the contractor agrees to post the job site with the standard prevailing wage information, to pay his employees the standard prevailing**

wage as established by the Montana commissioner of Labor and/or the federal government and to maintain records thereof for three years.

- d. The Contractor hereby states that it is either covered by Worker's Compensation and Unemployment Insurance or has obtained an exemption from the Montana Department of Labor and Industry pursuant to Mont. Code Ann. §§ 39-71-401(3) and 39-51-204(2), as is evidenced by the certificates of insurance or exemption documents attached hereto and incorporated herein as Exhibit A. Any certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage.
- e. The Contractor, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.

6. **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** The Contractor represents and warrants as follows:

- a. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
- b. It has inspected the job site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work.
- c. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, performance and furnishing the Services.
- d. It has reviewed this Agreement and all exhibits hereto and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.
- e. It will complete the Services in a workmanlike manner according to industry standards and practices.

- f. It will not cause or permit any liens to be filed against City-owned property.

7. ADDITIONAL CONTRACTOR RESPONSIBILITIES. The Contractor shall:

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

8. CITY'S RESPONSIBILITIES. The City shall:

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

9. PAYMENT.

- a. Subject to additions or deductions by change order, the Contractor shall perform his obligations under this agreement for the contract price **One Million Three Hundred Thirty-Six Thousand Three Hundred Forty-Four and 00/100 (\$1,336,344.00)**. Pay estimates submitted by Contractor must first be approved by the City or its designee prior to payment. All bills shall be submitted fourteen (14) days before the regularly scheduled meeting of the City Commission to the Public Works Director at 330 Bennett Street, Livingston, Montana.

- b. In connection with obtaining payment under this Agreement, Contractor agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Contractor assumes responsibility for the late filing of a claim.
- c. In the event the Contractor seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Contractor must seek prior written authorization from the City before such expenditure is incurred. If the Contractor fails to obtain prior written authorization, the Contractor shall not be entitled to payment for the unauthorized work, materials or services.

10. TERMINATION.

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

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

agrees that the City may, at its election, employ attorneys of its own selection to appear and defend the claim or action on behalf of the City, at the expense of the Contractor. City, at its option, shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the City.

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

Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.

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

to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of 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 Corinna German, who can be reached at (307) 899-7667.
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 Western Municipal 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: Sewer main improvements for the City of Livingston.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: contract includes the rehabilitation of sewer mains (existing), reinstatement of sewer services impacted, bedding material, backfill, dewatering (if necessary), compaction, sewer testing, and all other work related to construction of a complete and operable sewer 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	120 consecutive calendar days
Alternate	75 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 punchlist of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of 10 sheets with each sheet bearing the following general title: Livingston 2025 Sanitary Sewer I&I.
 - 7. Drawings listed on the attached sheet index.
 - 8. Addenda (numbers 1 to 1, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Notice of Award
 - b. Notice to Proceed
 - c. Contractor's Bid Form
 - 10. 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)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

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.)

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(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)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

File Attachments for Item:**I. AGREEMENT 20177 WITH ALYNEA INC.**



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: May 6, 2025
TO: Chair Schwarz and City Commissioners
FROM: Grant Gager, City Manager
RE: Staff Report for Agreement 20177 with Alynea Inc.

Recommendation and Summary

Staff is recommending the Commission approve Agreement 20177 with Alynea Incorporated by adopting the following motion:

"I move to approve Agreement 20177 with Alynea Inc. and authorize the City Manager to sign the Agreement."

The reasons for the recommendation are as follows:

- The City of Livingston currently relies ON paper processes for many planning, building and right-of-way permit application reviews.
- City staff has been working to evaluate opportunities for software solutions for the permitting process.

Introduction and History

The City of Livingston receives and processes permits for certain planning, building and right-of-way projects as required by Montana Code Annotated, the Livingston Municipal Code or City Administrative procedures. Currently, the City relies on a process that is largely manual and not supported by a functioning database to enable analysis. City staff has reviewed several commercially available technology solutions to help modernize the current processes.

Analysis

City staff have reviewed the technology platform that has been developed by Alynea. The Company remains in the development stage of its technology and is looking for early partners to help inform the process. In exchange for assistance during the development process, the City will be granted a no-cost license to use the platform. The City will continue to own its data through the process.

The Alynea platform allows applicants to submit applications, including required attachments, to the City electronically with payment. The platform will enable the City's receipt and evaluation of

Livingston, Montana



permit applications digitally. City staff will be able to manage the review, revision and approval processes using this platform. Additionally, after permit approval, the platform will provide a method for permit holders to request certain required inspections from City staff. The underlying database will allow City staff to review, analyze and report on many aspects of the permit process to inform policy and operational decision-making.

Fiscal Impact

The agreement provides a no-cost license for the City. The City will dedicate certain staff resources to assist in the development of the application for the City's use. These resources are included in the City budget.

Strategic Alignment

The provision of appropriate tools and technology will enable the delivery of services to the community.

Attachments

- Attachment A: Agreement 20177

SOFTWARE SERVICES LICENSE AGREEMENT

This Software Services License Agreement ("Agreement") is made and entered into as of [Effective Date] ("Effective Date"), by and between the City of Livingston, Montana, a municipal corporation ("City"), and Alynea, Inc., a Delaware corporation ("Alynea").

1. Purpose. This Agreement sets forth the terms and conditions under which the City will participate as an early partner city in Alynea's permitting platform. For context, Alynea combines modern technology with local experts to provide an interface between the City, and city permit applicants to help cities manage, assess, and streamline permit approvals. The platform simplifies the entire process of applying for permits and licenses, scheduling inspections, and checking real-time status updates.

2. Grant of License. Alynea hereby grants the City a limited, non-exclusive, non-transferable license to access and use its permit management software platform at no cost, solely for the City's internal business purposes, and pursuant to the terms of this Agreement.

3. Customization. Alynea agrees to collaborate with the City to tailor the platform to the City's specific permitting workflows and requirements. This customization shall be provided at no additional charge. The City agrees to provide the information and support reasonably necessary to facilitate such customization.

4. Service Delivery and Support. Alynea shall provide tech support services to facilitate the platform's availability, subject to any scheduled maintenance or unforeseen circumstances. Alynea will offer reasonable support services to address any technical issues and will provide assistance to the City's designated users.

5. Applicant Use. Alynea will also provide its platform to permit applicants to facilitate their interaction with the City during the application process. This includes offering optional pre-submittal services to city permit applicants, such as completeness checks and peer reviews conducted by certified specialists. Alynea may engage third-party permit consultants or other contractors who provide their independent services to support permit applicants through the process, and the city may recommend or provide third-party permit consultants for Alynea to consider engagements with for these purposes, pursuant to separate agreements entered into between Alynea and such third-party permit consultants. Alynea reserves the right to charge fees to applicant users for such services as confirmed between Alynea and such users.

6. Revenue Sharing. In consideration for the City's adoption of the platform as its exclusive permitting interface, Alynea will pay to the City five percent (5%) of the gross revenue derived by Alynea from services provided to permit applicant users who use the platform to engage in permitting within the jurisdiction of Livingston.

Such amounts will be calculated by Alynea, and will be paid to the City within thirty (30) days following the end of each calendar quarter in which such revenue is paid to Alynea. The payment shall be accompanied by a statement outlining the total revenue generated from these services and the calculation of the City's share.

7. City Fees. Alynea's platform also facilitates the City in collecting its own permitting fees from applicants. 100% of such City application fees collected through the platform will be paid directly to the City in a manner mutually agreed upon by Alynea and the City. To the extent the City processes payments through a vendor that charges processing fees, such payment processor terms and fee deductions shall still apply to such payments.

8. City Obligations

In consideration for the license granted herein, the City agrees to the following:

- The City agrees to use the Alynea platform as its sole digital interface in connection with its review and processing of permitting applications. Accordingly, all permit applications submitted to the City shall be processed through the Alynea platform, and the City agrees to engage with the platform as reasonably needed to support the permitting process associated with platform's user applicants.
- The City agrees to provide 1-2 hours per year of feedback and participate in product research and development (R&D) sessions.
- The City will permit Alynea to use the City's name and logo in testimonials or promotional materials, subject to the City's final review and approval which will not be unreasonably withheld or delayed.

9. Term and Termination. This Agreement shall have an initial term of twelve (12) months ("Initial Term") and shall continue indefinitely thereafter unless either party provides ninety (90) days' written notice of termination. Neither party may terminate this Agreement during the Initial Term except for cause. Upon termination, the City shall have the right to export all of its data, and no fees shall retroactively be charged.

10. Data Ownership. All permit data and City-related records shall remain the sole property of the City of Livingston. Alynea is hereby granted a non-exclusive, limited license to use the City of Livingston's data solely for the purposes of performing the services outlined in this Agreement. This license includes the right to process, store, and analyze the data as necessary to facilitate the operation of the permitting platform and related services, and pursuant to its privacy policy.

11. Platform Ownership. Alynea retains all rights, title, and interest in and to the software platform, including but not limited to any and all intellectual property rights. The City acknowledges that it shall not, without the prior written consent of Alynea, duplicate, copy, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the platform. Furthermore, the City agrees not to use the platform for any purpose outside the scope of this Agreement or for any commercial or competitive purpose.

10. Platform Disclaimer: The AI-powered platform provided under this Agreement is designed to enhance the City's permitting processes by streamlining operations and improving efficiency. However, the City acknowledges that the platform may occasionally produce errors or hallucinations, and it is not intended to substitute for human oversight and judgment. The City is

advised to conduct thorough reviews of all outputs generated by the platform to ensure accuracy and compliance with applicable regulations. Alynea shall not be held liable for any inaccuracies or issues arising from the reliance on the platform's automated.

11. City Discretion. The City acknowledges and agrees that it is solely responsible for making all permitting approval decisions and for any outcomes resulting therefrom. Alynea shall not be held liable for any decisions made by the City in relation to permit approvals or any consequences arising from such decisions. The City is advised to exercise its own independent judgment and due diligence in all aspects of its permitting processes.

11. Warranty Disclaimers. Alynea makes no warranties, express or implied, regarding the software platform provided under this Agreement. This includes, but is not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The City acknowledges and agrees that while Alynea implements reasonable data protection measures, data loss is an inherent risk with any technology, and it is advisable for the City to maintain its own independent archive of data records. The City acknowledges that it assumes all risks related to the use of the software platform and agrees that Alynea shall not be liable for any damages arising from the use or inability to use the software, or data loss.. The services are provided on an as-is, as available basis. Although Alynea intends to offer its services indefinitely, in the event the platform is discontinued at any time for any reason, Alynea will make reasonable efforts to the support the City with such transition to the extent possible, including transferring all available data to the City, and may terminate this Agreement immediately, without further obligation to the City.

12. Limitations on Liability. Neither party shall be liable to the other for any indirect, incidental, consequential, special, or exemplary damages arising out of or in connection with this Agreement, including but not limited to, loss of revenue, loss of profits, or loss of data, even if such party has been advised of the possibility of such damages. In no event shall either party's total cumulative liability under this Agreement exceed the amount of fees paid or payable by the under this Agreement in the twelve (12) months preceding the event giving rise to the claim.

13. Mutual Indemnification. Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party (the "Indemnified Party"), including its officers, directors, employees, agents, and affiliates, from and against any and all claims, losses, liabilities, damages, settlements, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any third-party claim, suit, action, or proceeding (collectively, "Claims") resulting from: (i) any breach of this Agreement by the Indemnifying Party; (ii) any negligent or wrongful act or omission by the Indemnifying Party or its agents; or (iii) any violation of applicable law by the Indemnifying Party. Notwithstanding the foregoing, Alynea shall not be obligated to indemnify the City for any damages, losses, or liabilities that are disclaimed under this Agreement

14. Confidentiality. Alynea agrees to maintain the confidentiality of any non-public information shared by the City, and pursuant to its privacy policy. Any use of the City's information for testimonials or promotional purposes shall require the City's review and written consent, which will not be unreasonably withheld or delayed.

15. Legal Compliance. Both parties agree to comply with all applicable federal, state, and local laws throughout the course of this engagement.

16. Other Terms. Usage of the Alynea platform is also subject our privacy policy, which is linked <https://alynea.io/privacy>. In the event any contradictions in terms, the terms of this Agreement shall prevail. Further, Alynea reserves the right to present a longer form software licensing agreement as the engagement progresses.

17. Miscellaneous

a. This Agreement and the referenced Privacy Policy constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior agreements and understandings.

b. If any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable.

c. Any amendments to this Agreement shall be in writing and signed by both parties.

d. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles, and any disputes will be resolved in Los Angeles County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date

City of Livingston, MT

Signature: _____

Name: Grant Gager

Title: City Manager

Date: _____

Alynea, Inc.

Signature: _____

Name: Jeff Hiller

Title: Co-Founder & CEO

Date: _____

File Attachments for Item:

**A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA,
DECLARING MAY 11 - 17 AS NATIONAL POLICE WEEK IN LIVINGSTON, MONTANA.**



Proclamation

Of the Livingston City Commission

Declaring May 11 -17, 2025, as National Police Week
in Livingston, Montana

WHEREAS, May 15th was proclaimed by President John F. Kennedy as National Peace Officers Memorial Day, with the surround week recognized as National Police Week, to honor officers who has lost their lives in the line of duty; and

WHEREAS, the National Law Enforcement Officers Memorial Fund will hold the 37th Annual Candlelight Vigil on Tuesday, May 13, 2025, in Washington, D.C., to honor fallen officers whose names have recently been added to the Memorial; and

WHEREAS, the City of Livingston honors and remembers three officers from our own department who made the ultimate sacrifice: Officer Charles Wilson, killed in the railyard on October 20, 1924; and Chief Peter Holt and Officer Martin Zollman, both killed in the line of duty on August 21, 1929; and

WHEREAS, the Livingston Police Department today is comprised of 16 sworn officers and one administrative assistant who work tirelessly to uphold public safety and serve our city with unwavering dedication; and

WHEREAS, this exceptional team includes 8 patrol officers, 3 sergeants, 2 detectives, 1 school resource officer, 1 assistant chief, and 1 chief – each playing a vital role in protecting our neighborhoods, responding to emergencies, supporting youth and schools, and building trust in our community; and

WHEREAS, National Police Week is a time to recognize the sacrifices made by law enforcement officers and to show gratitude for those who continue to protect and serve with honor;

NOW, THEREFORE, BE IT RESOLVED, on behalf of the Livingston City Commission, I, Quentin Schwarz, Chair, do hereby proclaim May 11 - 17, 2025, to be National Police Week in Livingston, Montana.

Further, I encourage all citizens to join in recognizing the service and sacrifice of law enforcement officers in our community and across the nation.

Signed this___ day of May, 2025

Quentin Schwarz, Chair
Livingston City Commission

Emily Hutchinson
City Clerk

Livingston, Montana

File Attachments for Item:**A. UPDATE ON WATER RECLAMATION FACILITY OPERATIONS**



WRF BASIN 2

Catastrophic Failure and Recovery

TRACE TIDWELL WRF SUPERINTENDENT

SEQUENCE OF EVENTS

- Initial Failure
 - Single Basin Operation
 - Basin Cleanup and Solids Removal
 - Diffuser Maintenance and Aeration Pipe Repair
 - SBR 2 Seeding and Startup

WRF TEAM



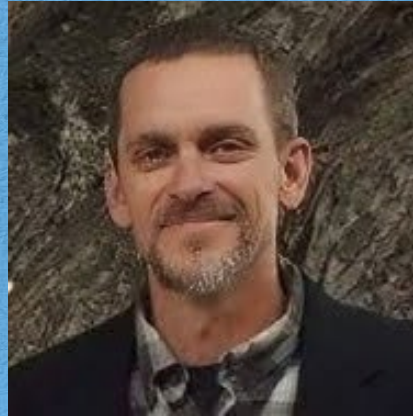
**TRACE
TIDWELL**

WRF Superintendent



J TAYLOR

WRF Operator Year 2



LEVI KIRKEGARD

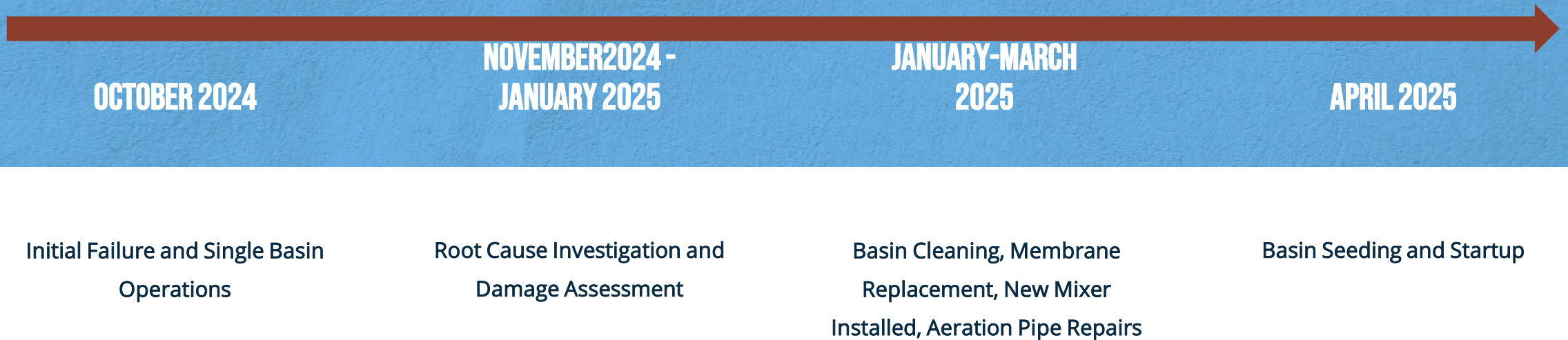
WRF Operator Year 1



**NATHAN
MCCLURE**

WRF Operator Year 1

FROM FAILURE TO RECOVERY



INITIAL FAILURE

OCTOBER 19TH 8AM

The morning of Saturday October 19th, Nate witnessed abnormal operation conditions while doing his routine plant checks. After realizing the problem was with Basin 2 he investigated the cause. He found that the decanter arm had suffered a catastrophic failure. He sprung into action notifying the Plant Superintendent and requested additional staff to secure the arm and assess further damages. He then noticed the mixer assembly near the back of the basin had also failed.

After notifying the Superintendent of the extent of the failures the decision was made to go into single basin operation. In addition to single basin operation, basin 2 would need to be taken fully offline for further damage assessment and repairs.



SINGLE BASIN OPERATION

OCTOBER 2024
THROUGH APRIL 2025

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

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

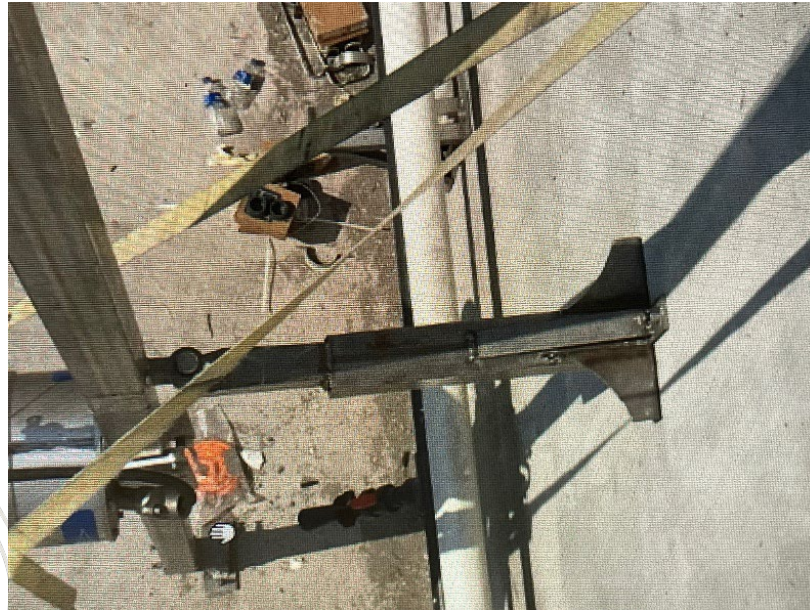


Livingston, Montana

MIXER RECOVERY

OCTOBER 25TH 2024

As the basin levels were reduced the crew could assess the extent of the damage and begin recovery operations. The mixer mounting system experienced a failure in the middle mounting system that extended from the wall. Staff went into the basin utilizing our repair and maintenance raft. The mixer was recovered and had sustained damage in many areas from the impact with the basin wall.



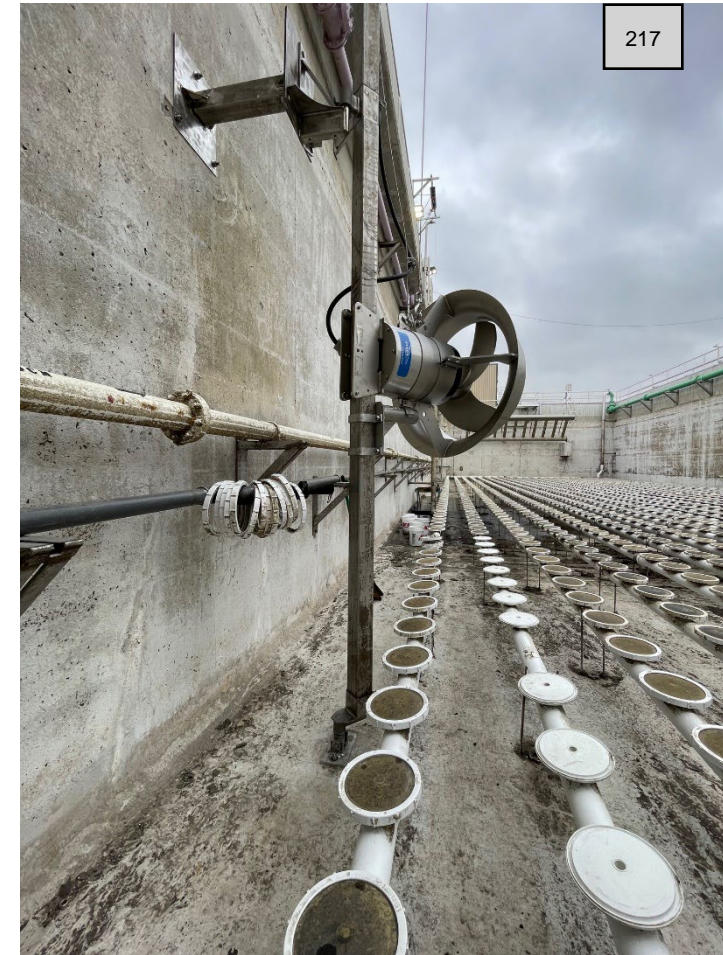
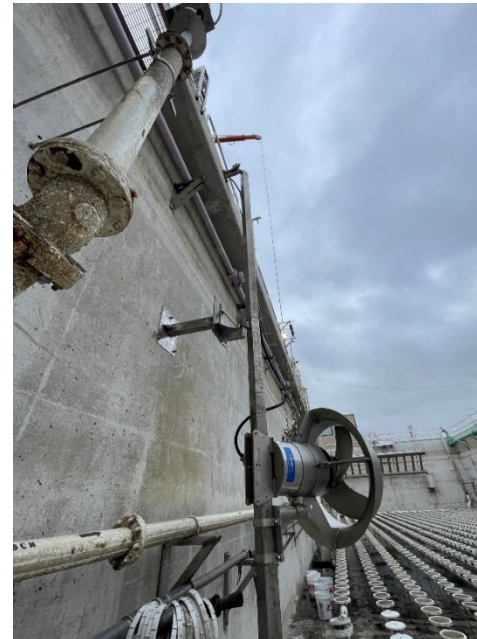
Livingston, Montana

MIXER REPAIR

FEBRUARY 2025

The failure of the middle mount presented an issue that could possibly repeat. With this information we communicated with Xylem and AE2S for an upgraded and engineered approved design of a new middle support. The new middle support added a lot of stability with a design that far exceeds any load rating the mixer is capable of producing at any angle.

The new mounting system was installed by a crew from Dick Anderson construction after coordinating to support the city with the basin repairs.



SOLIDS REMOVAL AND MEMBRANE REPLACEMENT

DURATION OF PROJECT

This was a massive undertaking with several tons of material that needed to be removed and nearly 2600 membranes. Through the project we received many shipments of parts from Xylem, one order consisted of 2600 new diffuser membranes for the aeration system. The membranes have a 7-10 year lifespan, this was year 7 from initial startup, this failure presented a maintenance opportunity that we took advantage of.

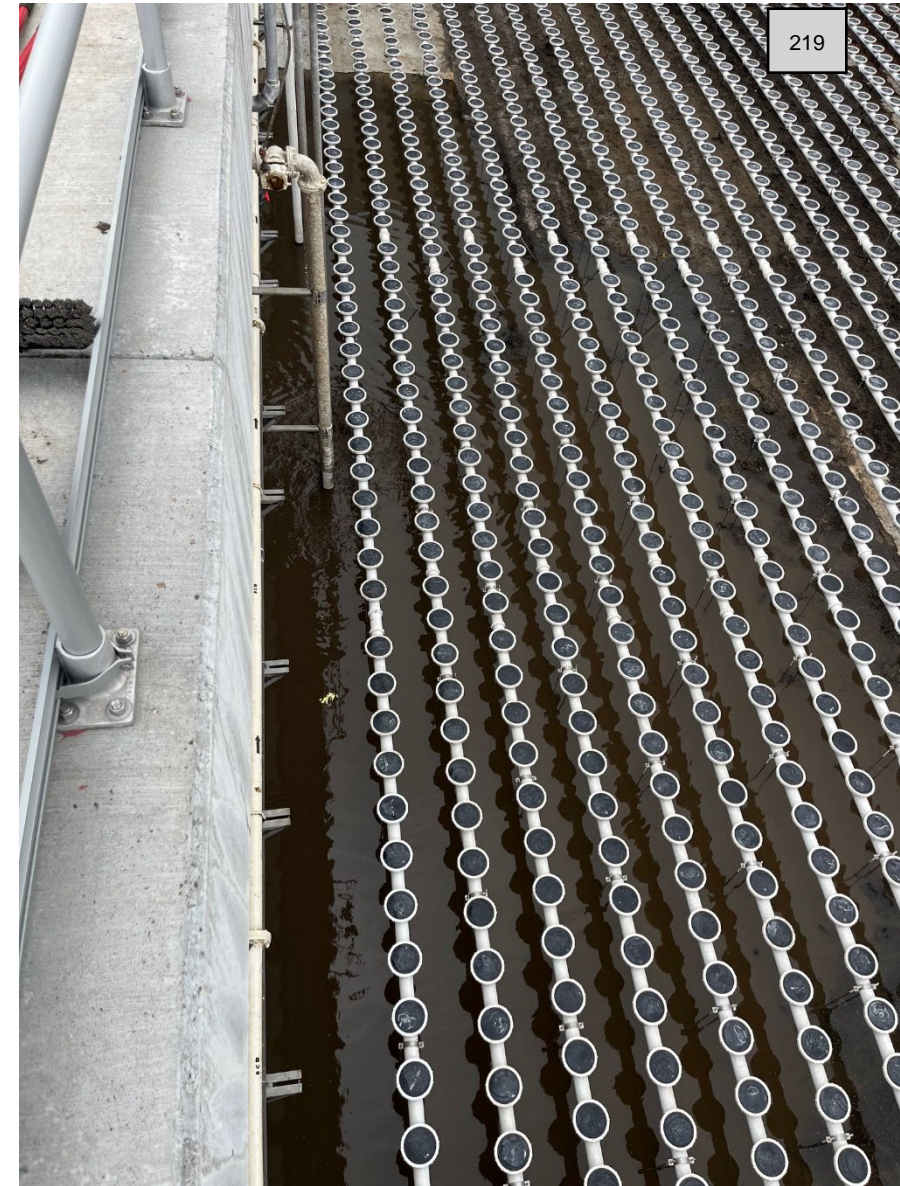
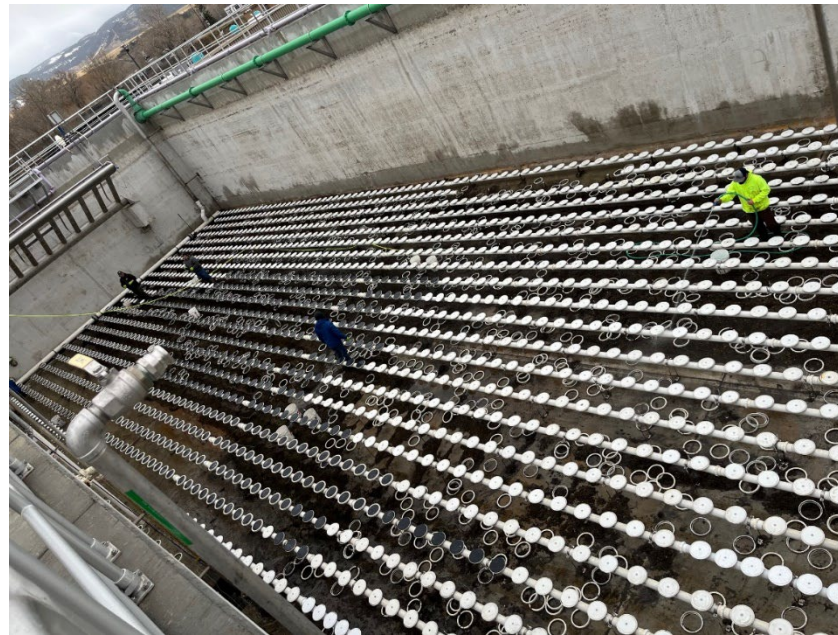
We had several employees from other departments help with solids removal and membrane replacement. This additional help allowed us to bring the basin back into operation as soon as aeration piping was received.



AERATION PIPE REPAIR

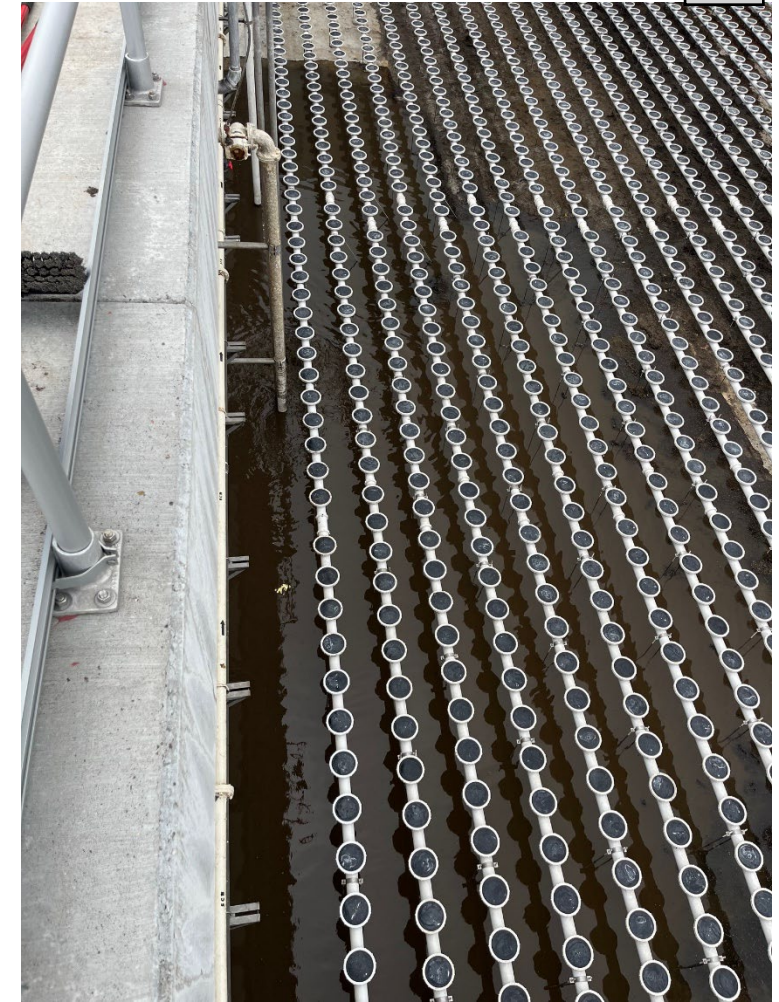
APRIL 2025

The aeration piping was damaged in several places during the mixer failure. With parts coming from outside of the US and parts being built to order we communicated multiple times with Xylem to order the aeration piping. The aeration piping took the longest to receive and our initial shipment we received the wrong pipe. Xylem had a much faster turn around on the second shipment with the correct piping and took responsibility for the mistake.



BASIN STARTUP AND SEEDING

With repairs and maintenance completed the basin was ready to bring back online. All diffusers were changed, a new mixer mounting system installed, new decanter connection rod installed, and new mixer installed. We did the last of our checks with cycling the decanter, wiring and rotation check of mixer, and exercising aeration. We transferred from basin 1 as we anticipated start up we increased the biomass in basin 1 for the split. The first aeration cycle at 7PM looked beautiful.



QUESTIONS?



LIVINGSTON
M O N T A N A



File Attachments for Item:

B. CITY OF LIVINGSTON BOARD AND COMMISSION HANDBOOK UPDATE



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: May 6, 2025
TO: Chair Schwarz and City Commissioners
FROM: Grant Gager, City Manager
RE: Staff Report for Board and Commission Handbook

Recommendation and Summary

Staff is recommending the Commission approve the draft Board and Commission Handbook by adopting the following motion:

"I move to adopt the Board and Commission Handbook."

The reasons for the recommendation are as follows:

- The City of Livingston uses Boards and Commissions to fulfill certain statutory functions and also to receive certain community input on projects and programs.
- Recent policy and procedure changes of the City have made an update to the Handbook necessary.

Introduction and History

The City of Livingston uses Boards and Commissions to fulfill certain statutory functions and also to receive certain community input on projects and programs. The City's current Boards and Commissions include the Consolidated Land Use Board, Historic Preservation Commission and Urban Renewal Agency. The function of each board and commission is governed by the by-laws for each board and also a handbook. The handbook was last updated in 2019. Recent policy and procedure changes of the City have made an update to the Handbook necessary.

Analysis

The draft handbook provided aligns with the City Commission Handbook and also requirements of the Livingston Municipal Code and Montana Code Annotated.

Fiscal Impact

There is no fiscal impact arising from this handbook.

Strategic Alignment



The handbook is intended to increase alignment of the City Commission and its Boards and Commissions.

Attachments

- Attachment A: Draft City of Livingston Board and Commission Handbook
- Attachment B: 2019 Board and Commission Handbook

City of Livingston

Board and Commission Handbook



May 6, 2025

DRAFT

Table of Contents

Handbook Purpose and Use..... 3

City of Livingston Board and Commissions 3

 Purpose 3

 Relation to City Commission 4

 Relation to City Staff 4

 Role of Boards and Commission 4

 Actions of Boards and Commissions..... 4

Board and Commission Meetings 5

 Place and Time 5

 Public Participation 5

 Public Records..... 6

 Ex Parte Communications 6

 Procedures 6

City of Livingston Conflict of Interest Policy 9

 General..... 9

 LMC 2-24 Purpose of Conflict of Interest Policy 9

 LMC 2-25 Organizational Responsibility for Conflict of Interest Policy 9

 LMC 2-26 Conflict of Interest Policy Definitions 9

 LMC 2-27 Just and equitable treatment 10

 LMC 2-28 Campaign activities..... 10

 LMC 2-29 Gifts and Things of Value 11

 LMC 2-30 Conflicts of Interest 11

 LMC 2-31 Prior employment..... 11

 LMC 2-32 Contemporaneous employment 12

 LMC 2-33 New Official training 12

 LMC 2-34 Violation of Conflict of Interest Requirements..... 12

Exhibit A: Disclosure Form 13

Handbook Purpose and Use

This Handbook is intended for use by members of the City of Livingston’s Advisory and Ad-Hoc Boards and Commissions. The Handbook provides members with an understanding of the City’s structure and the role of their specific Board or Commission in supporting the City. This handbook will provide members a general understanding of expectations for how Boards and Commissions operate, including relevant statutory references. Members are encouraged to use additional resources including the Livingston Growth Policy, Montana Officials Handbook, the State Land Use Review Handbook and the Montana State University Local Government Center to develop a more complete understanding of specific issues.

The operation of the local government in the City of Livingston is governed by two principal documents: Montana Code Annotated (MCA) and the Livingston Municipal Code (LMC). These two documents provide the framework through which the City of Livingston operates. Certain functions have been delegated to the City to manage through Local Laws (LMC) while others are mandated by State Code (MCA). Within the handbook, there are many references to the Montana Code Annotated and Livingston Municipal Code. The excerpts from each are updated as frequently as possible. Before acting upon any reference, readers are encouraged to review the references to ensure the accuracy of the materials at the time of reading.

City of Livingston Board and Commissions

Purpose

The City of Livingston is governed by a Commission-Manager form of government pursuant to Title 2, Chapter 3, Part 3 of the Montana Code Annotated (MCA 7-3-301 et seq.). The City Commission appoints a Manager who is “responsible to the commission for the administration of all local government affairs placed in the manager’s charge by law, ordinance, or resolution.” (MCA 7-3-301).

Montana Code Annotated and the Livingston Municipal Code have established the authority or requirement for certain Boards and Commissions to be created by the City Commission. In the City of Livingston, these Boards include:

- Consolidated Land Use Board
- Historic Preservation Commission
- Urban Renewal Agency

Additionally, the City is required by MCA to have representatives on the following joint City-County Boards:

- City-County Board of Health
- City-County Library Board
- City-County Airport Board

All Boards and Commissions exist to enhance public participation in local government. The City Commission intends that Boards and Commissions are an avenue for the citizenry to express their desires in policy matters of the City. These desires are expressed through recommendations to the City Commission.

Relation to City Commission

Except for “temporary advisory committees established by the Manager,” members of the Boards and Commissions of the City of Livingston are appointed by the City Commission pursuant to MCA 7-3-312. Vacancies on Boards and Commissions will be filled through a process managed by the City Manager and appointments shall be for a definite term. Members may be removed from Boards and Commissions by the City Commission for cause including for habitual absenteeism, inability to abide by rules, inability to work respectfully as part of the board or commission, improper conduct or failure to interact with the public in a productive manner.

As detailed below, each Board or Commission exists to perform a function that is established in either Montana Code Annotated, Livingston Municipal Code or a combination of both. In all cases, the recommendations or actions of Board or Commission is expected to be in support of the work of the Livingston City Commission and in accordance with guiding documents including the Growth Policy and relevant plans adopted by the City Commission.

Relation to City Staff

Each Board or Commission of the City of Livingston shall have a City staff member assigned by the City Manager to support its function. The City staff member shall have responsibility for the posting of agendas, provision of materials and creation of minutes to support the function of the Board or Commission.

Board and Commissions do not have authority to direct the work of assigned staff. Members and the Presiding Officer of a Board or Commission are expected to consult with the City Manager and assigned staff regarding work assignments.

Role of Boards and Commission

The role of each City of Livingston Board or Commission is established by its authorizing statute, whether that is Montana Code Annotated, Livingston Municipal Code or a combination of both.

- Consolidated Land Use Board: The Consolidated Land Use Board functions as both the City Planning Board (MCA 76-1-101, et seq.) and Municipal Zoning Commission (MCA 76-2-307, et seq.) that are established in State Code. However, the Consolidated Land Use Board is also governed by the Livingston Municipal Code Chapter 27.
- Historic Preservation Commission: The Historic Preservation Commission is governed by Livingston Municipal Code Chapter 31.
- Urban Renewal Agency: The Livingston Urban Renewal Agency is governed by Title 7, Chapter 15, Part 42 of Montana Code Annotated. The goals of the Agency are also governed by the Urban Renewal Plan adopted pursuant to MCA requirements.

Actions of Boards and Commissions

Each Board or Commission acts as a body and actions are authorized through a voting process. Each vote requires a member to make a motion that is seconded by another member. A majority vote of the

members present is required to approve any action. The regular actions of the Board or Commission most often take several forms: approval of minutes; recommendation to the City Commission for actions (including applications and ordinances); recommendation to the City Commission for setting of policy.

The function of each Board and Commission shall be governed according to the By-Laws adopted by the City Commission for each Board.

Members are not expected to perform work tasks to support the function of their Board or Commission. Any action of the Board or Commission that requires a subsequent task to be performed will be done so with the expectation that the assigned City staff member will accomplish the task. Therefore, Board and Commission members shall consult with the assigned staff and City Manager regarding work assignments.

Board and Commission Meetings

Place and Time

The City of Livingston Boards and Commissions meet according to protocols established by the City Commission and Manager. The time and place of the meetings is included in these protocols with the expectation that meetings will be held in a manner which maximizes opportunities for public participation.

Public Participation

Meetings of City of Livingston Boards and Commissions, including subcommittees thereof, are subject to Montana Open Meeting Laws. Montana law requires that open meeting statutes be interpreted liberally. MCA 2-3-201 provides that public boards, commissions, councils, and agencies exist to conduct the people's business, and that their actions and deliberations must be carried out openly. The law makes clear that public agencies serve the people and that transparency is fundamental to maintaining that trust.

There are four essential elements to Montana's open meetings requirements:

1. A quorum—meaning the number of members legally required to conduct business—is convened, either through physical presence or electronic means (2-3-202, MCA);
2. The members hear, discuss, or act upon matters within the agency's jurisdiction (2-3-202, MCA);
3. The meeting is open to the public, and members of the press must be allowed to record the proceedings (2-3-211, MCA);
4. Minutes of all meetings are kept and made available to the public (2-3-212, MCA).

In addition, the public's right to know and right to participate provisions may apply to organizations outside of government if they are supported wholly or partly by public funds. Section 2-3-203, MCA, extends transparency expectations to such entities.

Public Records

The records of the City of Livingston are generally open and available for public inspection at any time. The Montana Secretary of State has promulgated regulations for record retention that the City adheres to. Documents that are not available to the public include: closed meeting minutes; criminal justice information; attorney-client work product; and personnel records. Members should understand that their communications and documents are generally available for public inspection regardless of the device or program used to create, share or store them.

Ex Parte Communications

Ex parte communications are private conversations between a decision maker and a party or person concerning issues before the decision maker. Board and Commission members will declare any conversations about specific issues before the Board or Commission and relay the information and parties involved in the conversation.

Procedures

The conduct of meetings of the Livingston City Boards shall adhere to the following provisions:

A. Procedure to Conduct Business.

1. The Chair shall clearly announce the agenda item to be considered.
2. Following announcement of agenda item, the Chair shall invite the City staff member or other appropriate person to report on the item, including any recommendation that they might have.
3. The Chair shall ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.
4. The Chair shall invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input on the agenda item being considered. The Chair may limit the time of public speakers to four minutes. To be recognized, each person desiring to give comment, testimony or evidence shall proceed to the podium provided and after being recognized, give his or her name and address before testifying, commenting or presenting other evidence. All comments, testimony and evidence shall be directed to the presiding officer. No questions shall be asked of a Commission member except through the presiding officer. At the conclusion of the public comments, the Chair shall announce that public input has concluded (or the public hearing as the case may be is closed).
5. The Chair shall invite a motion. The Chair shall announce the name of the member of the body who makes the motion.
6. The Chair shall determine if any member of the body wishes to second the motion. The Chair shall announce the name of the member of the body who seconds the motion. No motion shall be debated or put to a vote unless the same shall be seconded. If the motion is made

and seconded, the Chair should make sure everyone understands the motion. This is done in one (1) of three (3) ways: (1) The Chair can ask the maker of the motion to repeat it. (2) The Chair can repeat the motion. (3) The Chair can ask the City Clerk to repeat the motion.

7. The Chair shall now invite discussion/debate of the motion by the body. Every member desiring to speak shall address the presiding officer, and upon recognition, shall confine themselves to the question under debate, avoiding all personalities and indecorous language.
 - a. A member, once recognized, shall not be interrupted when speaking unless it is to call him to order or as herein otherwise provided.
 - i. If a member, while speaking is called to order, they shall cease speaking until the question of order is determined, and, if in order, they shall be permitted to proceed.
 - b. Order of rotation in matters of debate or discussion shall be at the discretion of the presiding officer.
 - i. A member shall not speak more than twice on the same subject without leave of the Chair, nor more than once until every member desiring to speak on the pending question has had an opportunity to do so.
8. If there is no desired discussion, or after the discussion has ended, the Chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.
9. The Chair shall direct that the vote be taken by a roll call vote. If members of the body do not vote, then they "abstain". Unless the rules of the body provide otherwise (or unless a super-majority is required as delineated in these rules) then a simple majority determines whether the motion passes or is defeated.
10. The Chair should announce the result of the vote and should announce what action (if any) the body has taken.
- B. Motions, Majority Approval, Debatable or not and Exceptions.
 1. The Basic Motion. The basic motion is the one that puts forward a decision for the body's consideration. A basic motion might be: "I move that we create a 5-member committee to plan and put on our annual fundraiser."
 2. The Motion to Amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: "I move that we amend the motion to have a ten-member committee." A motion to amend takes the basic motion which is before the body and seeks to change it in some way. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way.
 3. Order of Consideration of Motions. There can only be one (1) motion on the floor at a time. During the discussion of this motion, a member might make a second motion to "amend the main motion."
 - a. First, the Chair would deal with the motion to amend. After discussion and debate, a vote

would be taken on the motion to amend.

- b. Second, if the motion to amend passed the Chair would now move to consider the main motion (the first motion) as amended. If the motion to amend failed the Chair would now move to consider the main motion (the first motion) in its original format, not amended.
4. Motions Debatable, Exceptions. The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions and motions to amend are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the Chair that it is time to move on and take action.
 - a. Exceptions. There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the Chair must immediately call for a vote of the body without debate on the motion):
 - i. A Motion to Adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.
 - ii. A Motion to Recess. This motion, if passed, requires the body to immediately take a recess. Normally, the Chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.
 - iii. A Motion to Fix the Time to Adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.
 - iv. A Motion to Postpone Consideration. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold". The motion can contain a specific time in which the item can come back to the body: "I move we postpone consideration of this item until our regular meeting in October." Or the motion can contain no specific time for the return of the item, in which case a motion to consider the item and bring it back to the body will have to be taken at a future meeting. A motion to postpone consideration an item (or to bring it back to the body) requires a simple majority vote.
 - v. A Motion to Limit Debate. The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote". When such a motion is made, the Chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds (2/3) vote of the body. Note: that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a two-thirds (2/3) vote of the body.
 - vi. Motion to Object to Consideration of an Item. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds (2/3) vote.

City of Livingston Conflict of Interest Policy

General

The City of Livingston has adopted a Conflict of Interest Policy that applies to members of its Boards and Commissions. The Conflict of Interest Policy exists in the Chapter 2 of the Livingston Municipal Code. Each member of a City of Livingston Board or Commission is expected to know and understand the Policy. Questions on the policy or its implementation shall be directed to the City Manager.

In addition to the Policy, the City also has a Disclosure Form that is included as Exhibit A. Each Board or Commission member shall submit a Disclosure Form to the City Manager at the time of appointment.

LMC 2-24 Purpose of Conflict of Interest Policy

It is the intent of the City of Livingston to establish a Conflict of Interest Policy. This policy protects and encourages impartial and independent judgment ensuring that the private conduct and financial interest of public officials do not present a real conflict of interest in their responsibilities to serve the public.

The Policy, as enshrined in Livingston Municipal Code Sections 2-24 through 2-34, establishes minimum standards of conduct and is designed to assist public officials in understanding their obligations. This Policy applies to all elected officials and community or advisory board members.

Public confidence in government is essential and the City can help sustain it by establishing and enforcing rules to assure the impartiality and honesty of officials in all public discussions, decisions and transactions. Each affected advisory and community board of City government should inform its members of the provisions of this chapter and strive to effectively enforce its requirements by seeking appropriate assistance from the City Attorney, or City Manager.

LMC 2-25 Organizational Responsibility for Conflict of Interest Policy

The legislative affairs of the City shall be conducted in a manner free from influences and/or activities that compromise the integrity of the process. It is the responsibility of each public official to ensure their compliance with this Policy.

In the event of a perceived Conflict of Interest, Officials may rely upon the advice of the City Attorney as to whether the official has a conflict of interest pursuant to law. In matters where a conflict of interest exists, the Official shall excuse themselves from the dais, and refrain from discussion and vote except when the Official's participation is necessary to obtain a quorum or otherwise enable action. In such a case, the official shall disclose the interest creating the appearance of impropriety and comply with the disclosure requirements of MCA 2-2-101 et seq., prior to performing the official act.

LMC 2-26 Conflict of Interest Policy Definitions

Unless the context specifically indicates otherwise, the meanings of terms used in this ordinance shall be as follows:

1. Gift shall mean any benefit, favor, service, privilege, or thing of value which could be interpreted as influencing a public official's impartiality. Gifts include, but are not limited to: trips, money, merchandise, foodstuffs, and tickets to sports, civic or cultural events; services or work provided by City suppliers and offers of future employment from City suppliers. Gifts do not include items that would not ordinarily be interpreted as affecting an official's impartiality; such as an occasional business lunch, potted plants or flowers, boxes of candy for office personnel, or advertising office supplies, such as pencils, calendars, or pens, or other token gifts of small value.
2. Immediate and direct official action shall mean any vote, decision, recommendation, approval, disapproval, or other action, including inaction, which involves the use of discretionary authority.
3. Official shall mean and include any person who serves on the City Commission or any advisory or community board or commission created by the Commission.
4. Substantial conflict of interest shall mean a situation, which is likely to affect the judgment or actions of an official in the performance their duties for the City.
5. Financial Interest shall mean any interest which shall yield, directly or indirectly, a monetary or other material benefit (other than duly authorized salary or compensation for services to the City) to the official, their family members and cohabitants, or any person retaining the services of the official.

LMC 2-27 Just and equitable treatment

- A. Use of Public Property. No official shall request or permit the use of City-owned vehicles, equipment, materials or property or the expenditure of City funds for personal convenience or profit unless authorized by other agreement. Use or expenditure is to be restricted to such services as are available to the public generally or for such employee in the conduct of official business.
- B. Obligations to Citizens. No official shall grant any special consideration, treatment or advantage beyond that which is available to every other citizen.
- C. Except as authorized by law and in the course of his or her official duties, no official shall use the power or authority of his or her office or position with the City in a manner intended to induce or coerce any other person to provide such official or any other person with any compensation, gift, or other thing of value directly or indirectly.
- D. No official may ask for or receive, directly or indirectly, any compensation, gift, or thing of value, or promise thereof, for performing or for omitting or deferring the performance of any official duty, or action by the City other than the compensation, costs or fees provided by law.

LMC 2-28 Campaign activities

City officials are encouraged to participate in the political process on their own time, with their own personal resources, and outside of the workplace by working on campaigns for the election of any person to any office or for the promotion of or opposition to any ballot proposition. Officials shall not use or

authorize the use of the facility of the City of Livingston for such purposes except as authorized by law. See subsection 2 –2-121 MCA which applies to public officials.

LMC 2-29 Gifts and Things of Value

Officials may not accept gifts or other things of value when given by anyone who does business or seeks to do business with the City, if the gift is given for performance, or the failure to perform, one's duty; or when the gift could appear to be for the purpose of obtaining special consideration or to influence a City action. Pursuant to subsection 45-7-104 (5)(b) MCA, this section does not apply to trivial benefits incidental to personal, professional, or business contacts and involving no substantial risk of undermining official impartiality. A hosting government or agency may sometimes pay for other costs, such as travel expense and hotel accommodation, associated with government-related activities. Gifts of this nature are not a violation of this policy.

Gifts do not include items for which fair market value is paid or which are reimbursed by the City, or items received but donated to a charitable organization within 30 days of receipt of the gift. Meals are not considered gifts or items of value.

LMC 2-30 Conflicts of Interest

In addition to conflicts of interest identified above, the following rules apply to all officials of the City. No official shall engage in any act that is in conflict with the performance of official duties. An official shall be deemed to have a conflict of interest if he or she directly or indirectly:

1. Receives or has any financial interest in any purchase, sale or lease to or by the City of any service or property when such financial interest was received or obtained with the prior knowledge that the City intended to purchase, sell or lease such property or service;
2. Is beneficially interested in any contract, sale, lease, option or purchase that may be made by, through, or under the supervision of the official, in whole or in part, or accepts, directly or indirectly, any compensation, gift or thing of value from any other person beneficially interested therein;
3. Accepts or seeks for others any employment, travel expense, service, information, compensation, gift or thing of value on more favorable terms than those granted to the public generally. These favorable terms may not be solicited from any person doing business, or seeking to do business with the City in an area for which the employee has responsibility or with regard to which he or she may participate. This subsection shall not apply to the receipt by elected officials of meals, refreshments or transportation within the boundaries of the City when given in connection with meetings with constituents or meetings which are informational or ceremonial in nature.

LMC 2-31 Prior employment

No official shall be disqualified from service solely because of his or her prior employment; however such official shall be disqualified from taking any immediate and direct official action with respect to his or her prior employer for a period of two (2) years from the date of termination of employment.

LMC 2-32 Contemporaneous employment

Under no circumstances shall any official engage in a decision that may cause a conflict of interest with his or her outside employment or financial interest. No use should be made of City-owned materials or facilities in performing such outside work.

LMC 2-33 New Official training

Every official, upon initiating service with the City, shall receive a copy of the Conflict of Interest Policy as part of the service's orientation.

LMC 2-34 Violation of Conflict of Interest Requirements

Violation of this ordinance shall be ground for discharge or other disciplinary action. Disciplinary action and grievance procedures will be conducted according to the City Commission Handbook and Montana Code Annotated where appropriate.

Exhibit A: Disclosure Form

City of Livingston

Disclosure Form

This form is provided to all Livingston City Board and Commission members to assist City Staff in identifying potential conflicts of interest. Commissioners are requested to complete the form upon taking office and at any time throughout their term that information changes. The completed form may be returned to the City Manager.

Member Name: _____

Address: _____

Employer: _____

Spousal Employer: _____

Other Employers of Household Members: _____

Association Memberships: _____

Please identify any other potential conflicts that you may have: _____

CITY OF LIVINGSTON BOARD AND COMMITTEE POLICIES HANDBOOK



Updated November 2019

APPROVED AND ADOPTED BY LIVINGSTON CITY COMMISSION DECEMBER 3, 2019

CONTENTS

FORWARD 4

ORGANIZATIONAL MISSION, VISION, VALUES AND GOALS..... 5

CITY ORGANIZATION 8

ORGANIZATIONAL PERSONEL AND STRUCTURE 10

LIST OF CITY BOARDS/COMMITTEES AS OF NOVEMBER 2019..... 12

PURPOSE OF BOARDS AND COMMITTEES..... 13

MEMBERSHIP 13

Membership on more than one Board or Committee..... 13

Residency Requirement..... 13

Diversity..... 13

Selecting Board and Committee Members 14

Board and Committee Members 14

Removal for Cause..... 14

Restrictions on City Employees as Members..... 14

BOARD AND COMMITTEE GOVERNANCE 14

By-laws..... 14

Quorum 15

Agendas..... 15

Minutes..... 15

Open Meetings 16

Meeting Procedures..... 16

Board and Committee Expectations 16

MAKING MEETINGS MORE EFFECTIVE..... 17

Parliamentary Procedure and Roberts Rules of Order 17

Preparing your Agenda 17

How to Use Motions..... 18

Presenting a Motion 19

Procedures for Voting on a Motion 19

Vocabulary used in a Board Meeting 19

Ground Rules..... 21

LEGAL REQUIREMENTS FOR BOARDS 22

Ethics..... 22

Ex Parte Communications 22

<i>Group Emails and Communications</i>	22
<i>Board Member Liability</i>	22
<i>Public Records</i>	23
<i>City Commission Updates</i>	23
<i>Role of the City Manager</i>	23
<i>Right to Know, Right to Participate</i>	23
<i>Open Meetings Law</i>	24
<i>Notice and Opportunity to be Heard</i>	24
<i>Privacy Issues</i>	25
<i>Code of Ethics</i>	26
<i>Nepotism</i>	27
<i>Reporting</i>	27
HUMAN RESOUCE CONSIDERATIONS	27
<i>Discrimination</i>	28
<i>Wrongful Discharge</i>	28
<i>Confidentiality</i>	29
[ATTACHMENT A]	30
SAMPLE BOARD BY-LAWS	30
Section 1: Meetings	30
Section 2: Special Meetings.	30
Section 3: Notice.	30
Section 4: Quorum	31
Section 5: Officers and Duties	31
Section 6: Vacancies.	31
Section 7: Resignation, Termination and Absences.	31
Section 8: Special Meetings.	31
Section 9: Voting	31
Section 1:	32

FORWARD

Welcome Livingston City Board and Committee Members!

The purpose of this handbook is to provide the City board and Committee members with guidelines, policies and best practices when serving on a City Board or Committee.

This handbook is separated into the following general categories:

- Mission/Vision/Values/Goals
- Organizational Personnel and Structure
- List of City Boards/Committees
- Purpose/ Membership/ Governance
- Legal Requirements for Boards and Committees
- Human Resource Considerations

The City Manager will provide orientation training sessions to newly appointed City Boards and Committee. This orientation will consist of general overview of policies and procedures.

In our form of government, the City Commission works with and through the City Manager as its primary liaison to all other City staff and resources. The City Manager is responsible for all City employees and everything that those employees do relative to performing their jobs. The City Manager is also responsible and accountable to determine how the allocation of resources happens so that all objectives and needs of the City, the Commission and the residents of our community are met.

If you would like an idea researched or some task performed, or want to introduce a project or issue through the City Commission, please ask the City Manager to research, arrange a City Commission Work Session for preliminary discussion of the item, or to place it on the agenda for Commission direction on how to approach it and what level of resources to devote to it. The “Commission Comments” section of the regular Commission agenda is another way that issues can be brought up to determine Commission concurrence on how to approach them.

Thank you for the interest and commitment to your community that you have displayed by pursuing and achieving local elected office. I look forward to working for and with you in the service of our community.

Michael J. Kardoes
CITY MANAGER

ORGANIZATIONAL MISSION, VISION, VALUES AND GOALS

Mission of the City

We provide essential services,
quality of life opportunities,
and maintain what is best about Livingston,
while providing for growth in a manner, that is
fiscally responsible, with integrity and compassion.

Organizational Vision of the City

A dedicated team of leaders working in collaboration,
with a diverse community to create
a vibrant home surrounded by natural beauty,
respectful of our unique history and full of opportunity

City of Livingston

Values

We Value People Who:

- **Collaborative:** We work together effectively and transparently with the public, our boards and committees, community partners, private entities, other governments, and within our own organization.
- **Excellence:** We provide dependable, quality services through flexible and customer focused efforts with maximum competence.
- **Integrity:** We are transparent, trustworthy, and honest; committed to doing what is fair and just while maintaining a sense of humor and sense of community.
- **Innovation:** We are creative and efficient in seeking new ways to solve problems and embrace change.
- **Stewardship:** We carefully and responsibly manage our city's infrastructure, employees, fiscal resources, environmental impacts.

City of Livingston Goals Summary

1. **Quality Workforce:** Instill a culture that attracts and sustains knowledgeable and engaged employees that embody the City's organizational values.
2. **Financial Stewardship:** Create and maintain a financially sustainable budget to fund first the City's responsibilities and then community enhancements by incorporating the City's values and innovative funding sources.
3. **Infrastructure:** Build and maintain infrastructure now and into the future that promotes and sustains existing neighborhoods and accommodates growth.
4. **Public Engagement/Collaboration:** Inform and empower the community through open dialogue, user friendly access to information and a welcoming environment.
5. **Safe and Healthy Community:** Foster community resilience by facilitating access to health and wellness resources, enhancing multimodal connectivity and providing stewardship of our natural environment.

CITY ORGANIZATION

The City's workforce is organized into 4 major areas for more efficient operations. These departments are:

- Administrative Services
- Police, Fire/Ambulance
- Public Works
- Planning & Building/ Code Enforcement

The Department Heads are appointed by the City Manager, with, the exception of the Fire Chief whose nomination and appointment by the City Manager requires Commission concurrence.

The Chair of the City Commission nominates the following Advisory Boards and Commissions to advise the Commission:

- Historical Preservation Commission
- City Conservation Board

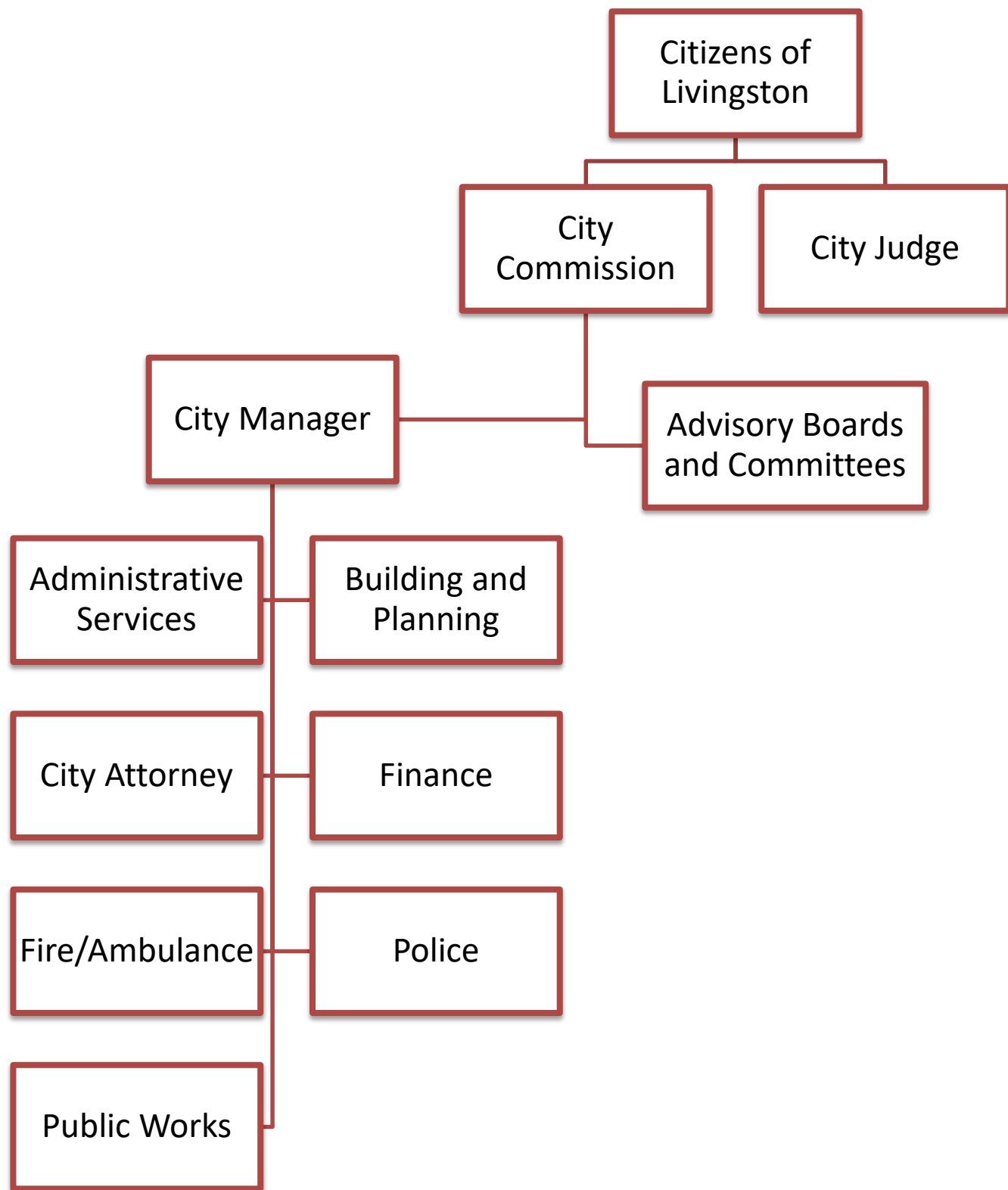
The Chairperson of the Commission appoints the City's representatives to the following Joint Advisory Boards:

- City-County Airport Board
- City-County Health Board

City Commissioners and employees interact with various County Boards.

The City Manager hires and dismisses all City non-elected employees, with the exception of the Fire Chief whose hiring requires Commission concurrence. The City Manager nominates Police Commissioners and the City Commission confirms these nominations. The City Manager also may appoint task forces and committees as necessary.

See the following charts for more detailed information:



ORGANIZATIONAL PERSONEL AND STRUCTURE

City Manager **Michael J. Kardoes**

Administrative Assistant Faith Kinnick

All City Departments and personnel report to the City Manager and the City Manager has authority over all City operations. The City Manager reports to the City Commission and is an appointed position.

City Attorney *(interim attorney)* **Courtney Lawellin, JD**

Legal Analyst Lisa Harreld

The Legal Department oversees all municipal criminal prosecutions, legal research, contracting, liability matters and legal issues which arise for the City.

Finance Officer **Paige Fetterhoff**

The City Finance department develops the annual CIP and General Budget, oversees all accounts receivable and payable, utility billing and revenue collection, business licensing fees and other fee based revenue. The Finance office also serves as point of contact for dog licenses, payroll and Employee Benefits.

Building and Planning Director **Jim Woodhull**

The Building Department provides counsel on all zoning and land use regulatory matters, building plan reviews and permitting and provides for code enforcement such as parking, blight and snow removal.

Public Works Director **Shannon Holmes**

The Public Works Department is responsible for the installation, repair and maintenance of all City Infrastructure such as water mains, sewer mains, street maintenance and all the City Parks and Cemetery Maintenance as well as the proper running of the Waste Water Treatment Plant. The City Public Works Department also provides services such as grave digging, street closures, animal control, recycling drop off, utility locates and snow removal.

Police Chief **Dale Johnson**

Assistant Chief Wayne Hard
Communications Director Peggy Glass

The City Police Department is responsible for the maintenance of Civil Order, traffic control and apprehension of criminals. The Police Department is staffed 24/7/365 and has Detectives, Sergeants, Patrol Officers, K9 Officer and a staff member serves as the School Resource Officer and is stationed at Park High School.

Fire Chief

Ken MacInnes

The City Fire Department responds to all Fire and EMS emergencies in the City limits and within the 5-mile automatic mutual aid zone. The EMS service provides first response medical care County wide and the Fire Department works collaboratively to share needed resources with Rural and County Fire Departments when needed. All Fire Department career personnel are Fire and Paramedic certified.

Administrative Services Director

Lisa L. Lowy

The Administrative Services Department oversees Human Resources, Grant Writing, Communications and Media, Risk Management as well as Parks and Recreation including the City Pool. The AST Director also serves as the Human Resources Director and Public Information Officer.

LIST OF CITY BOARDS/COMMITTEES AS OF NOVEMBER 2019

ALL CITY BOARD/COMMITTEE MEETINGS WILL BE HELD IN THE COMMUNITY ROOM OF
THE CITY/COUNTY COMPLEX UNLESS NOTED OTHERWISE.

BOARD OF APPEALS (BUILDING)

Terms – Serves at the pleasure of the
Commission
MEETS AS NECESSARY

CITY TREE BOARD *

MEETS 3RD THURSDAY, MONTHLY NOON

PARKS AND TRAILS COMMITTEE *

MEETS 4TH WEDNESDAY AT 6:00PM

HISTORICAL PRESERVATION COMMISSION

MEETS 2ND TUESDAY OF EACH MONTH,
3:30 P.M.

LIBRARY BOARD *

MEETS 3RD THURSDAY, 4:00 P.M. –
LIBRARY

SKATE PARK COMMITTEE

MEETS 1ST WEDNESDAY OF MONTH,
7:00P.M. – LIBRARY COMMUNITY ROOM

CITY PLANNING BOARD*

MEETS 3RD WEDNESDAY OF THE
MONTH, 5:00 P.M.

CITY ZONING COMMISSION*

MEETS 2ND TUESDAY OF MONTH 5:30
P.M.

URBAN RENEWAL AGENCY *

MEETS QUARTERLY

CITY CONSERVATION BOARD

STARTING 1/2020

MEETS 2ND THURSDAY, MONTHLY, 5:30
P.M.

CITY-COUNTY AIRPORT BOARD

MEETS 4TH TUESDAY, 12:00 P.M. – AS
NEEDED

LIVINGSTON URBAN

**TRANSPORTATION COMMITTEE –
(Also known as the Transportation
Coordinating Committee – TCC).**

MEETS QUARTERLY – JANUARY, APRIL,
JULY AND OCTOBER, 4TH WEDNESDAY,
1:30 P.M.

SISTER CITY COMMITTEE

MEETS – 3RD WEDNESDAY OF EACH
MONTH, 7:00 P.M. –LIBRARY

POLICE COMMISSION

MEETS AS NEEDED

CITY BOARDS AND COMMITTEES CHAIRS RESERVE THE RIGHT TO RE-SCHEDULE SET MEETING
DATES AROUND RECOGNIZED HOLIDAYS OR CANCEL DUE TO INCLEMENT WEATHER.

* NOTES CITY COMMISSION REPRESENTATION ON BOARD

PURPOSE OF BOARDS AND COMMITTEES

The City of Livingston has formed a variety of boards and committees to help with the administration of the roles and duties of the city. Some boards are required by Montana law, while others are discretionary. All boards and committees exist to enhance public participation in local government.

The City Commission intends that boards and committees are an avenue for the citizenry to express their desires in how the city government functions while taking advantage of the expertise they possess to achieve the best results for the community.

Every board or committee, when it is formed will have a specific statement of purpose and function, which will be re-examined periodically by the City Commission to determine its effectiveness. This statement will include purpose, membership, authority, and expectations. The City Commission may determine any specific guidelines or tasks to be referred to the board or committee by motion or resolution.

MEMBERSHIP

Each board and committee has its own requirements for membership, but overall, the city is looking for enthusiastic people willing to work in a group setting. Ethical behavior, good judgment, dignity and respect are required.

MEMBERSHIP ON MORE THAN ONE BOARD OR COMMITTEE

It is the intent of the City Commission that board and committee members not serve on more than one board, committee, commission, or task force at any time in order to provide opportunities for diverse citizen input. However, there may be extenuating circumstances that will justify multiple memberships. Specifically, the City Commission will consider appointing a citizen to multiple memberships if a board or committee does not have enough membership for a quorum, there have been vacant positions on a board or committee for more than six months, or other circumstances determined by the City Commission.

RESIDENCY REQUIREMENT

Unless specified by the resolution establishing the board or committee every member will have been a resident of Park County for one year. In most cases preference will be given to citizens of the City of Livingston, but there are positions that are appropriate for citizens of the county who own property in the city, work in the city, or have expertise that will be beneficial to a board or committee.

DIVERSITY

The City of Livingston is dedicated to ensuring the greatest diversity of representation as possible on its boards and committees. Consideration of the diversity of boards and committees will be

given during the selection process. Additionally, the City of Livingston feels it is important to include the community's youth in the governing process and will identify youth-specific seats on specific boards to increase their representation. Youth-specific seats will be held for citizens ages 15-19, with differing age ranges depending on the type of seat to be filled and will be governed by the by-laws for each board or committee.

SELECTING BOARD AND COMMITTEE MEMBERS

Board and committee members will be interviewed by the board. Recommendations will be presented by the board chair to the City Manager who will prepare to go before the City Commission for appointment. All applications for open positions will be provided to the selecting authority. If the selection authority is the City Commission Chair or City Commission as a whole, the applications will be accompanied by a recommendation from the City Manager. Once the selection has been made, all applicants will be notified if they were selected or not selected.

BOARD AND COMMITTEE MEMBERS

Each board and committee will have a specified term of office in its by-laws. The City of Livingston does not set a limit on the number of terms a citizen may serve; however, at the end of each term the seat will be opened up to the public for applications, and the current member will reapply for the seat and be evaluated along with any new applicants. If a member is not able to complete their term or office or are removed for cause, the selecting authority will appoint a new member to serve out the original term of office.

REMOVAL FOR CAUSE

Unless otherwise specified, the selecting authority for a board or committee has the ability to remove a member for cause. Situations that could result in removal for cause include but are not limited to: habitual absenteeism, inability to hold to the rules of conduct, inability to work respectfully as part of the board or committee, improper conduct, or failure to interact with the public in a productive manner.

RESTRICTIONS ON CITY EMPLOYEES AS MEMBERS

Unless otherwise specified, city employees will not act as members of city boards and committees.

BOARD AND COMMITTEE GOVERNANCE

BY-LAWS

Each board and committee will pass a set of by-laws that govern their composition and operations. By-laws follow the format of Attachment A.

QUORUM

All meetings of boards and committees require a quorum as defined by the by-laws in order to be valid. If a quorum for a meeting does not exist, the meeting will be canceled and no discussion of current topics will take place.

AGENDAS

Each board and committee will produce an agenda prior to each meeting. The agenda will be publically posted and included on the board or committee webpage on the city website a minimum of 48 hours before the meeting. Discussion by the board and committee will be limited to the items on the agenda for that meeting.

MINUTES

Each board and committee will produce meeting minutes that capture the content of each meeting and provide the minutes for the public record, using the template provided. As a minimum, minutes will include:

- Date, time, and place of meeting
- A list of the individual members of the board or committee in attendance
- The substance of all matters proposed, discussed or decided
- At the request of any member, a record by individual members of any votes taken
- Public comment received at the meeting

The MCA states that if an audio recording of a meeting is made and designated as official, the recording constitutes the official record of the meeting but a written record of the meeting must also be made available for inspection. A log or time stamp for each main agenda item is also required (MCA 2-3-212). The City of Livingston audio recordings, will serve as official meeting minutes while written minutes will be considered supplemental.

There is no distinction in the MCA between draft minutes and approved minutes (those accepted by the body). Boards should submit the minutes of its proceedings within one week 7 working days after the minutes have been approved by that body for electronic storage and retention in accordance with the provisions of MCA 2-6-12. More information about this provision is in MCA 7-1-204 and 7-11-1030.

In addition, public comment received at a meeting must be incorporated into the official minutes of the meeting (MCA 2-3-103). For municipalities, there is additional statutory language about “copying” that states, “Appropriate minutes shall be kept of all public meetings and shall be made available upon request to the public for inspection and copying” (MCA 7-1-4141).

OPEN MEETINGS

In accordance with Montana Code All boards, or committee meetings will be open to all members of the public.

There are four essential elements in the open meetings law:

1. If a quorum, defined as the number members legally required to conduct business, is convened by either physical presence or by means of electronic equipment (MCA 2-3-202) and,
2. Members will hear, discuss or act upon issues that it has jurisdiction over, (MCA 2-3-202), then,
3. The meeting must be open to the public and the press must be permitted to record the meeting (MCA 2-3- 211) and,
4. Appropriate minutes of all meetings shall be kept and made available for the public (MCA 2-3-212).

MEETING PROCEDURES

Meetings will be conducted in accordance with the parliamentary rules adopted in the specific by-laws. In all cases the board or committee chair will preside over the meeting, or in their absence the vice chair. If both the chair and vice chair are absent the chair will appoint the presiding member for that meeting.

BOARD AND COMMITTEE EXPECTATIONS

All Boards and Committees are expected to:

- Interpret community opinions, attitudes, and needs to department staff and the commissioners
- Study programs and services, and analyze problems and needs
- Offer new proposals and recommend changes in programs and policies
- Provide fellow community members with information about city policies, programs and budgets
- Focus their efforts on the goals adopted by the Commission in the Strategic Plan and the priorities identified in the Growth Policy

During meetings all board and committee members will:

- Be fair, impartial, and respectful of the public, staff, and each other

- Respect the limitations of their individual and collective authority. The role of members is to advise the city commission, not to make final decisions
- Appreciate differences in approach and point of view
- Participate in the discussion and work assignments without dominating the discussion or activity of the group
- Attempt to reach consensus. If consensus is not possible, strong differing opinions should be recorded and acknowledged in the report to the City Commission as the “minority opinion”

Products and reports from the board or committee will:

- Be in written form
- Be expressed in clear and concise language
- Provide solutions that are viable and cost-effective
- Identify the reasons for suggested changes

MAKING MEETINGS MORE EFFECTIVE

All of the City of Livingston boards and committees rely on parliamentary procedure and Robert’s Rules of Order to structure meetings and provide uniformity regarding interaction with the public. This section contains information on parliamentary procedure, Roberts Rules of Order, and the use of motions.

PARLIAMENTARY PROCEDURE AND ROBERTS RULES OF ORDER

Parliamentary procedure is a method used to assist deliberative democratic assemblies in conducting meetings by using explicit rules and relying on transparency and consistency. These rules allow participants in a meeting the chance to be heard while maintaining order. Parliamentary procedure provides an important tool to ensure that decisions are reached in an orderly, equitable and deliberative manner.

The general principles of parliamentary procedure are based on the will of the majority, the right of the minority to be heard, protection of the rights of absentees, courtesy and justice for all, and consideration of one subject at a time. Robert’s Rules of Order provide a common language that incorporates these principles to conduct a meeting.

PREPARING YOUR AGENDA

Preparing for your board meeting, and ensuring that board members have all of the necessary materials to be prepared for the meeting is critical. The agenda should be provided well in advance and as required in 2-3-103, must include an item allowing public comment on any public matter that is not on the agenda of the meeting and that is within

the jurisdiction of the board. Board member packets can also be prepared and distributed to members prior to the meeting, and can contain the:

- Agenda
- Unapproved minutes from previous meeting
- Notes from members / governing body
- Committee and other reports
- Details of proposed actions
- Any supporting information (correspondence, reports, etc.)
- Other useful documents

Approved meeting agenda and minutes templates have been provided. Unless noted otherwise, the agenda will be structured as follows:

1. Roll Call
2. Approval of Minutes: These are the minutes from the previous meeting. The body should vote to approve without changes or approve with changes.
3. Public Comment: This is the time set aside for the public to comment on any subject over which the board has jurisdiction or regarding an agenda item. The subject does not have to be on the agenda but the council cannot act on anything during public comment. If council action is required, the item must be placed on the next meeting agenda.
4. Old Business: a. Officer Reports: for example, the treasurer may have a report to provide and explain b. Committee Reports: these can include a report of current activities or special committee reports.
5. New Business: a. Approval of consent items if any; these are routine items, voted on in a single motion to approve b. Other scheduled matters.
6. Unscheduled matters / Concerns: This is a time when members can bring a concern forward before the body that is not otherwise listed on the agenda. No action can be taken at this time.
7. Adjournment

HOW TO USE MOTIONS

Four basic types of motions (main, privileged, subsidiary, and incidental) are used within a meeting to introduce topics or ask membership to take action on an issue. These types of motions allow participants the opportunity at various occasions during the meeting to make motions, second motions, debate motions and vote on motions.

A main motion serves to announce items to be taken under consideration by the meeting attendees. Main motions are secondary to privileged, subsidiary and incidental motions and not allowed if another motion is already being discussed.

Subsidiary motions are used to change the method of handling a main motion and must be voted on prior to voting on the main motion. Privileged motions allow subjects that are

urgent to be discussed even when they do not relate to the business currently at hand. Incidental motions are used by members who wish to question how another motion is being processed. Incidental motions then take precedent before the original motion can continue.

PRESENTING A MOTION

When a member would like to present a motion they must first obtain the floor by waiting until the previous speaker has finished and then rising and addressing the chairperson (or president) and saying, “Mr. (or Madam) Chairman,” and then waiting to be recognized. Motions are made in a positive manner and generally begin with, “I move that we...”. After the motion is presented, another member must second the motion for the motion to move forward. The chairperson will then restate the motion and begin by saying, “It has been moved and seconded that we...”; this statement opens up the motion for debate and turns the motion into “assembly property.”

If debate is not necessary or allowed on a motion, a vote can then take place. If debate is needed, the individual who made the motion is allowed to speak first. Other members are then given opportunity to present thoughts on the motion. The member who presented the motion cannot speak on the matter again unless directed by the chairperson or until everyone else has had an opportunity. A time limit per speaker is often set up prior to discussion. All discussion is directed towards the chairperson. After debating the motion, the chairperson will ask, “Are you ready to vote on the question?” A vote is then taken if no more discussion is necessary.

PROCEDURES FOR VOTING ON A MOTION

The method used to vote depends on the assembly’s needs. More often, a simple voice vote is taken with the chairperson stating, “everyone in favor of the motion say aye, and everyone opposed to the motion say no.” A variation can be used when records need to be kept indicating how everyone votes. For the roll call method, each person’s name is called and a vote is verbally given. The chairperson may also choose to bypass the vote and obtain general consent. The chairperson would say, “If there is no objection...”; anyone can speak up at this point and state they do object followed by a vote.

VOCABULARY USED IN A BOARD MEETING

Robert’s Rules of Order and other parliamentary procedures contain specific vocabulary to be used at board meetings.

- **Point of Privilege:** This term refers to the right of the person speaking to have the floor and not be interrupted by others.

- **Parliamentary Inquiry:** Method to raise a point of order or to ask how to proceed when unsure of the proper motion.
- **Point of Information:** This term refers to the method used to ask the speaker a question.
- **Orders of the Day (Agenda):** If the meeting is not following the agenda a member may call orders of the day to remind the assembly to adhere to the agenda. If the members would like to deviate from the agenda, “suspending the rules” is necessary.
- **Point of Order:** Point of order is raised if a rule has been broken or a member is not using the proper meeting protocol to speak. A point of order needs to be raised right after the error occurs.
- **Divide the Question:** This term is used when a motion is split into two or more new separate motions.
- **Consider by Paragraph:** When considering adoption of a document, adoption of the full document can be postponed until each and every paragraph has been debated and if necessary amended.
- **Withdraw/Modify Motion:** After the question is stated; the person who made the motion may accept an amendment to the motion.
- **Commit /Refer/Recommit to Committee:** Sometimes a committee is needed to research a motion. In this case, an already established committee is assigned the question or a new committee is appointed. If a new committee is necessary, the chairperson may indicate how many members are needed and how selection of committee members should occur.
- **Extend Debate:** Calling to extend debate can be used for the question currently under debate and usually has a time limit.
- **Limit Debate:** This term is used to refer to the time limit placed upon debate and when debate should be considered closed.
- **Postpone:** If a motion or agenda item needs to be postponed, it is necessary to determine and state when it will be resumed.
- **Object to Consideration:** Objection must be stated before discussion or another motion is stated.
- **Lay on the Table:** This tool is used after a motion is closed to debate or is pending closure and can temporarily stop further consideration or action on the open motion.
- **Take from the Table:** If a motion has been previously “laid on the table,” it can be opened and considered again by stating the motion to “take from the table.”
- **Reconsider:** If a member on the prevailing side of a debate changes their view, they can state they have reconsidered.
- **Postpone Indefinitely:** Postponing a motion indefinitely stops the motion from proceeding forward just in that particular session, unless a motion to reconsider is made.
- **Informal Consideration:** This term refers to changing the debate to an informal format similar to that of a committee. To move to an informal consideration,

format a member moves that the assembly go into “Committee of the Whole.” Voting is still done formally and is still valid while the meeting is in an informal mode.

- **Appeal Decision of the Chair:** The membership may appeal a decision made by the chair if the appeal does not relate to the violation of order of business or parliamentary rules. Appeals must also take place prior to other unrelated business.
- **Suspend the Rules:** This allows specific, stated rules with the exception of the assembly’s constitution to be suspended.

GROUND RULES

Ground rules can be thought of simply as the guidelines a board adopts to ensure the meeting progresses as efficiently and respectfully as possible. Ground rules can be used in addition to using Robert’s Rules of Order, or if Robert’s Rules are not implemented, as the basis for the format and structure of the meeting. Ground rules allow for a ‘level playing field’ whereby all voices can be heard and all participants are given the time and respect they need and deserve.

Examples of common ground rules can include the following:

- If you are making a comment, please stand at the podium, clearly state your name and address for the public record.
- All comments will be delivered from the podium, not from your seat [unless the commenter needs a reasonable accommodation].
- Please direct all comments to the Chair.
- Engage in active listening.
- Please use respectful language absolutely no swearing
- no derogatory language
- no threats
- no personal attacks
- no signs
- no heckling or applause
- Make your comments concise and solution oriented.
- Observe the established minute time limit per speaker (use the reasonableness criteria set in Montana code).
- If questions are asked, they will be responded to at the discretion of the Chair.
- Everyone agrees not to interrupt the speaking opportunity of others.
- Cell phones should be turned off or silenced.
- No single party will be allowed to dominate the meeting.
- The chair or facilitator reserves the right to keep the meeting on-schedule.
- Discussion can pertain to any item related to the Board’s business.

Ground rules should be discussed and written and posted before the start of the first meeting and then reposted at each subsequent meeting. It should be made explicit that the rules can be amended by majority vote or consensus at any time. The rules should also not be in conflict with the Montana Code or city or county ordinances.

LEGAL REQUIREMENTS FOR BOARDS

ETHICS

Board and committee members will ensure they comply with Montana's Code of Ethics that prohibits conflict between public duty and private interest. At no time should a board or committee member benefit personally from their positions. If there is a conflict of interest, a member will recuse themselves from the discussion and decision on that topic. If there is an apparent or possible conflict of interest the member will declare it at the beginning of the discussion and provide reasoning if they do not believe it is a conflict and choose to participate in the matter in question.

EX PARTE COMMUNICATIONS

Ex parte communications are private conversations between a decision maker and a party or person concerning issues before the decision maker. Board and committee members will declare any conversations about specific issues before the board or committee and relay the information and parties involved in the conversation.

GROUP EMAILS AND COMMUNICATIONS

Board and committee members may not send group emails, hold conference calls, video chats, or any other type of communication that discuss issues before the board or issues likely to come before the board. This type of communication constitutes a quorum and violates the Montana Open Meeting laws. Group communications that communicate only administrative topics such as meeting times or provide the official agenda to members are allowed.

BOARD MEMBER LIABILITY

Board members acting in good faith cannot be held personally liable if they are acting within the course and scope of their authority. In addition, members adhering to city policies and procedures will be included under city liability coverage.

PUBLIC RECORDS

All boards and committees will maintain a page on the city's website with all pertinent information relating to that board or committee. As a minimum, the page will include:

- Creating resolution
- Statement of purpose
- By-laws
- A list of current members and term of office
- Agendas
- Minutes for the last 12 months
- Reports to the City Commission

CITY COMMISSION UPDATES

Each board and committee will present an annual report in December to the City Commission outlining the work it has accomplished over the previous 12 months. The report will be presented by the chair at a regularly scheduled meeting of the City Commission. Additionally, the report will focus on any work currently underway but not yet presented to the Commission and topics the board or committee intends to review during the next 12 months.

ROLE OF THE CITY MANAGER

Boards and committees work under the direction of the City Commission and do not report to the City Manager. However, it is the job of the City Manager to review products from boards and committees prior to presentation to the City Commission; ensure all boards and committees are adhering to state laws, city ordinances, and the policies set forth in this chapter; and act as a conduit of information between the City Commission and its boards and committees outside of formal meetings.

Serving on a board requires competence of both procedure and process in order to meet the letter of the law and instill a sense of trust and credibility. The section below describes several of the more significant aspects of serving on a board including Montana's open meetings law, code of ethics, nepotism, discrimination, ex parte consultation, and liability.

RIGHT TO KNOW, RIGHT TO PARTICIPATE

Montana's "sunshine laws" are described as among the most stringent in the nation. These laws are outlined in Article II Section 8 (Right of participation) and Section 9 (Right to know) of Montana's State Constitution.

In Title 2, Chapter 3, Public Participation in Governmental Operations, the Montana Code Annotated (MCA) describes provisions of the required "Notice and Opportunity to be Heard" in Part 1, and "Open Meetings" in Part 2. The open meetings law affords

“reasonable opportunity to participate in the operation of governmental agencies prior to the final decision of the agency” (MCA 2-3-201). These open meetings laws apply to all City boards, and commissions, committees.

OPEN MEETINGS LAW

The language is clear in the MCA that any legal interpretation of the open meetings laws will be liberal. The language of the code is clear and unambiguous in 2-3-201: “Public boards, commissions, councils, and other public agencies in this state exist to aid in the conduct of the peoples’ business. It is the intent of this part that actions and deliberations of all public agencies shall be conducted openly. The people of the state do not wish to abdicate their sovereignty to the agencies which serve them. Toward these ends, the provisions of the part shall be liberally construed.”

There are four essential elements in the open meetings law:

1. If a quorum, defined as the number members legally required to conduct business, is convened by either physical presence or by means of electronic equipment (MCA 2-3-202) and,
2. Members will hear, discuss or act upon issues that it has jurisdiction over, (MCA 2-3-202), then,
3. The meeting must be open to the public and the press must be permitted to record the meeting (MCA 2-3- 211) and,
4. Appropriate minutes of all meetings shall be kept and made available for the public (MCA 2-3-212).

The issue of whether the public’s right to know and right to participate provisions applies to organizations such as a local chamber of commerce. The MCA contains language that references “organizations or agencies supported in whole or in part by public funds” (MCA 2-3-203).

Additionally, the Montana Attorney General determined that, “The meetings of a local chamber of commerce or other organization recognized and acting as a non-profit convention and visitor’s bureau which receives and spends bed tax funds must, as they pertain to the receipt and expenditure of bed tax monies, be open to the public in accordance with section 2-3-203, MCA.” (44 A.G. Op. 40 (1992).

NOTICE AND OPPORTUNITY TO BE HEARD

Each board must develop procedures and adopt rules to facilitate public participation in decisions that are of significant interest to the public (MCA 2-3-103). The procedures include a schedule of regular meeting times and agenda prepared and posted sufficiently in advance to provide notice of the topics to be discussed and actions to be considered. The public must also be afforded a reasonable opportunity to offer information and opinions, either orally or written, before final decisions are made.

A matter of significant public interest is defined as one “involving any non-ministerial decision or action...which has meaning to, or affects a portion of the community.”

Discrepancies as to whether a meeting is of a significant public interest should always err on the side of transparency and opportunities for public participation. Regarding the amount of time required for noticing a meeting, the Attorney General has opined that, “Forty-eight hours is generally considered sufficient to notify the public of contemplated action. ...The amount of notice given should increase with the relative significance of the decision to be made.”

It is critical to follow the established procedures and to make the procedures known to the public. There is no violation in the law by giving more notice or opportunity to be heard than is required. The agenda for a meeting, as defined in MCA 2-3-202, must include an item allowing public comment on any public matter that is not on the agenda of the meeting and that is within the board’s jurisdiction. However, the board may not take action on any matter discussed unless specific notice of that matter is included on an agenda and public comment has been allowed on that matter. There are exceptions to the noticing statutes and include those that involve a decision that must be made to deal with an emergency situation affecting the public health, welfare, or safety or a decision involving no more than a ministerial act (MCA 2-3-112).

For municipalities, there is additional statutory language that states, “In any meeting required to be open to the public, the governing body, committee, board, authority, or entity shall adopt rules for conducting the meeting, affording citizens a reasonable opportunity to participate prior to the final decision” (MCA 7-1-4143). Cities and towns are required by statute to specify by resolution a public location for posting and provide a posting board.

When notice is required, the document must be placed on the board and a copy made available at the municipal office (MCA 7-1-4135). Board members should note that meetings can be statutorily different than hearings regarding the noticing requirements. See the specific statutes describing your board and the corresponding publication or mail requirements (MCA 7-1-4131 for municipalities).

PRIVACY ISSUES

The Montana Constitution (Art. II, Sec. 10) states, “the right of individual privacy is essential to the well-being of a free society and shall not be infringed without the showing of a compelling state interest.”

While the open meetings law clearly provides for the right to know and right to participate, the presiding officer of any meeting may close a meeting during the time the discussion relates to a matter of individual privacy and then if and only if the presiding officer determines that the demands of individual privacy clearly exceed the merits of public disclosure (MCA 2-3-203). The right of individual privacy may be waived by the

individual about whom the discussion pertains and, in that event, the meeting must be open.

The Montana courts employ a balancing test to determine whether individual privacy justifies closure of a meeting. The first part of the test is whether the individual has a subjective expectation of privacy; the second part is whether the expectation is one which society is willing to recognize. The question becomes whether protection of the private interest outweighs the merits of public disclosure. Legal opinion has determined that certain personnel records could be closed, including matters related to family problems, health problems, employee evaluations, military records, IQ test results, prison records, drug and alcohol problems, and information “most individuals would not willingly disclose publicly.”

Individual privacy does not extend to such issues as salary or compensation paid a public employee, to a decision on the award of a contract, or to any other expenditure of public funds or mistakes made in the course of performing official duties. For municipalities, there is additional statutory language that states, “Personal records, medical records, and other records which relate to matters in which the right to individual privacy exceeds the merits of public disclosure shall not be available to the public unless the person they concern requests they be made public. Except as provided by law and as determined by the chief law enforcement administrator, law enforcement records which relate to matters in which the right to individual privacy or law enforcement security exceeds the merits of public disclosure shall not be available to the public (MCA 7-1-4144).

Certain exceptions are detailed in 2-3-203 and also include whether the discussion relates to litigation when an open meeting would have a detrimental effect on the litigating position (this does not apply regarding litigation between two government agencies or bodies) or any judicial deliberations in an adversarial proceeding.

CODE OF ETHICS

Montana’s Code of Ethics defines and prohibits conflict between public duty and private interest (MCA 2-2-101). In short, the statute establishes that board members cannot benefit personally or financially from their position stating, “The holding of public office or employment is a public trust, created by the confidence that the electorate reposes in the integrity of public officers, legislators, and public employees. A public officer, legislator, or public employee shall carry out the individual’s duties for the benefit of the people of the state” (MCA 2-2-103).

Specifically, there can be no “business” conflicts, (includes a corporation, partnership, trust, foundation, or any organization, whether or not operated for profit), financial compensation, or “gifts of substantial value,” generally defined as \$50 or more or of substantial value or economic benefit that would tend improperly to influence a board member to depart from impartial discharge of duties (MCA 2-2-102). The statute does not apply to a gift that is not used and returned within three days, food and beverages

consumed while participating in events related to board duties, educational materials related to board duties, or an award publicly presented in recognition of public service.

Board members may not disclose or use confidential information obtained through the board that would benefit them personally or financially (MCA 2-2-104). Rules of conduct also dictate that a public officer may not use public time, facilities, equipment, supplies, personnel, or funds for private business purposes or, to solicit support for or opposition to any political committee, the nomination or election of any person to public office, or the passage of a ballot issue. Board members may not use public time, facilities, equipment, supplies or funds to determine the impact of passage or failure of a ballot issue on state or local government operations (MCA 2-2-121). There is also a disclose clause in the MCA that states, “Public officer or public employee shall, prior to acting in a manner that may impinge on public duty, including the award of a permit, contract, or license, disclose the nature of the private interest that creates the conflict” (MCA 2-2-131).

NEPOTISM

Nepotism is defined as the bestowal of political patronage by reason of relationship rather than of merit (MCA 2-2-301). Board members may appoint to any position of trust or emolument any person related by “consanguinity within the fourth degree or by affinity within the second degree” (MCA 2-2-302). Relationship by affinity is defined as “the relation which one spouse has, by virtue of the marriage, to blood relatives of the other. Therefore, a person has the same relation by affinity to a spouse’s blood relatives as a spouse has to them by consanguinity and vice versa. Degrees of relationship by affinity are computed in the same manner as degrees of relationship by consanguinity” (MCA 1-1-219). Agreements to appoint relatives to office are unlawful and considered a misdemeanor with fines of \$50 to \$1,000 and imprisonment up to 6 months (MCA 2-2-304). There are exceptions depending on the county population and other specific criteria (MCA 2-2-302).

REPORTING

While there is no general language requiring filing of reports for boards under county jurisdiction or special districts, there is additional statutory language for municipalities that states, “All departments, boards, and authorities shall file an annual report with the chief executive, who shall compile the reports and present them to the governing body” (MCA 7-1-4146). The chief executive may specify the “form, content, and deadline for filing reports” (MCA 7-1-4146(2)).

HUMAN RESOURCE CONSIDERATIONS

Board members should also be aware of the various civil rights, discrimination and wrongful discharge laws pertaining to their involvement on the board. These statutes are

detailed in the Montana Human Rights Act in MCA Title 49 and more specifically, in the Montana Governmental Code of Fair Practices (MCA 49-3-101).

DISCRIMINATION

The Montana Human Rights Act provides guidance regarding discrimination. It is unlawful to discriminate in credit, education, employment, financing, housing, insurance, public accommodations, and state and local governmental services and employment. It is unlawful to discriminate because of age, marital status, national origin, physical or mental disability, race or color, religion or creed, sex (including pregnancy, maternity and sexual harassment), familial status (housing only) and political beliefs or ideas (public employees).

The laws also make it unlawful to retaliate against a person for opposing unlawful discriminatory practices or for participating in a human rights proceeding. Generally, complaints must be filed within 180 days of the date of the alleged discrimination under Montana law. More information about Montana's Discrimination laws is available through the Montana Human Rights Bureau.

WRONGFUL DISCHARGE

Some boards may have individuals with specific responsibilities. The "supervisor" for a board employee should be detailed in the board resolution. Depending on the language in the statute or resolution for each board, the governing authority for board members will in many cases be the local government within which the board resides or will be outlined in an interlocal agreement between multiple local government bodies. The governing authority is responsible to ensure that board members are properly trained, supervised, evaluated and warned if not performing satisfactorily.

In Montana, an employee can be discharged only for good cause after completing the employer's probationary period. Good cause is defined as reasonable, job-related grounds for dismissal based on a failure to satisfactorily perform job duties, disruption of the employer's operation, or other legitimate business reason. Board members should also be familiar with Montana's Wrongful Discharge from Employment Act (MCA 39-2-901). Do not rush into the discipline or dismissal of any employee or board member. If a board member is elected, the voting process is used to remove the member from office. If a board member is appointed, the appointing body may remove a board member. However, competent legal counsel should always be consulted prior to taking any action.

For termination purposes, management must show that the employee violated a specific policy, rule, performance requirement, or standard of employment and that the employee knew about the policy, rule, performance requirement, or standard of employment. During an employee's probationary period, employment may be terminated for any reason or no reason (but not for reason contrary to public policy such as discrimination).

Employers that have written personnel policies must follow those policies in making a discharge. An employee who wins a wrongful discharge suit may collect lost wages and fringe benefits for a period of up to four years from the date of discharge. Arbitration is encouraged to save the expense of lawsuits, and an employer may benefit if it offers arbitration to a discharged employee. An established grievance process can be an effective tool for minimizing claims of wrongful or constructive discharge/termination against Montana's local governments. The grievance process should be part of the written Personnel Policy Manual and all employees and supervisors should be instructed in its use upon hire.

CONFIDENTIALITY

Before discussing confidential employee information, or releasing documents of a confidential nature, seek competent legal counsel. In Montana, each employee has a right to privacy of certain records. If you are unsure whether a document is confidential or accessible to the public, consult competent legal advice.

Sometimes you can provide a citizen with information he or she seeks without allowing him or her to look at confidential portions of records. You can do this by reading the record yourself and giving the person information verbally or by photocopying the record and blocking out confidential portions. Board members may not use knowledge gained through their service to achieve personal gain for themselves or anyone else. Board members cannot disclose or use confidential information concerning their board service to advance personal or private interest.

[ATTACHMENT A]

SAMPLE BOARD BY-LAWS

ARTICLE I, NAME, PURPOSE

Section 1: The name of the municipal board shall be ____.

Section 2: The _____ is organized for the purpose of [insert language used in enabling resolution or corresponding MCA code], as authorized by resolution # _____ more specifically to.

ARTICLE II-MEMBERSHIP

Section 1: Membership shall consist only of the members appointed by the City of Livingston City Commissioners.

ARTICLE III-MEETINGS

Section 1: Meetings.

The [monthly/quarterly/etc.] meetings will be held on the [insert first, second, third, fourth weekday], of the second month or each quarter at the _____ meeting room starting at ____:____ p.m.

Section 2: Special Meetings.

Special meetings may be called by the [Chair/Chair and one Board Member/ Executive Committee/??].

Section 3: Notice.

Each Board Chair is responsible for submitting notice to members.

ARTICLE IV - GOVERNING/ ADVISORY BOARD

Section 1: Board Role, Size, Compensation.

The Board is responsible for (see enabling resolution). The Board shall have up to _____ and not fewer than _____ members. The board receives no compensation other than reasonable expenses.

Section 2: Meetings.

The [monthly/quarterly/etc.] meetings will be held on at the _____ meeting room starting at ____:00 p.m. The Board reserves the right to reschedule set meeting dates

around recognized holidays, or cancel due to inclement weather.

Section 3: Terms.

All Board members shall serve ____ year terms and no more than ____ consecutive terms. Board members are appointed or reappointment by the City of Livingston City Commission.

Section 4: Quorum.

A quorum consists of a majority of appointed board members and no official action can be transacted or motions made or passed without a quorum present.

Section 5: Officers and Duties.

There shall be _____ officers of the Board consisting of a Chair, Vice Chair and Secretary. Their duties are as follows:

1. The Chair shall convene regularly scheduled Board meetings, shall preside or arrange for other members of the executive committee to preside at each meeting in the following order: Vice-Chair and Secretary.
2. The Vice-Chair will chair committees on special subjects as designated by the board.
3. The Secretary shall be responsible for keeping records of Board actions and/or recommendations, including overseeing the taking of minutes at all board meetings, sending out meeting announcements, and distributing copies of minutes and the agenda to each Board member.

Section 6: Vacancies.

When a vacancy on the Board exists, the board will request the City Clerk circulate an advertisement in the local paper for applications.

Section 7: Resignation, Termination and Absences.

Resignation from the Board must be in writing and received by the Secretary. A recommendation for removal from the board will be given to the governing body when a Board member has three unexcused absences from Board meetings in a year. A Board member may be removed for other reasons by a three-fourths vote of the remaining directors.

Section 8: Special Meetings.

Special meetings of the Board shall be called upon the request of the Chair or one- third of the Board. Notices of special meetings shall follow City/County noticing policy.

Section 9: Voting.

The chairperson shall _____. In the event of a tie vote, _____.

ARTICLE V-COMMITTEES

Section 1: The Board may create committees as needed. The Board Chair appoints all committee chairs.

ARTICLE VI-AMENDMENTS

SECTION 1: These By-laws may be amended when necessary by a two-thirds majority of the Board or by resolution passed by the governing authority. Proposed amendments must be submitted to the Secretary to be sent out with regular Board announcements.

These draft by-laws were approved at a meeting of the _____ Board on this _____ day of _____ 20____.

These By-laws were reviewed and approved by the City of Livingston, Montana City Commission on _____m 20_____.

SIGNED BY- CLERK OF THE
CITY OF LIVINGSTON CITY COMMISSION

(This sample By-Law format was approved and adopted by the Livingston City Commission 3/19/2019)

File Attachments for Item:

C. CONSIDERATION OF A REQUEST FOR A ZONING VARIANCE AT [ADDRESS]



LivingstonMontana.org | PublicComment@LivingstonMontana.org |
406.823.6000

DATE: May 6, 2025
TO: Chair Schwarz and City Commissioners
FROM: Jennifer Severson, Planning Director
RE: Staff Report **for a requested 2-inch variance from north side setback and 1-foot 7-inch variance from south side setback requirements where a 5-foot side setback is required in the RII Zoning District**

Recommendation and Summary

Staff recommends the Commission approve the proposed variance request from the side setback requirements stated in Sec. 30.41 by adopting the following motion:

"I move to approve the requested 2-inch north side setback variance and 1-foot 7-inch south side setback variance from the required 5-foot side setback distance for the purpose of constructing an addition to the existing residence located at 312 S. 9th Street."

The reasons for the recommendation are as follows:

- The existing residence is legally non-conforming as it encroaches into the north and south side setbacks
- The addition is designed to be narrower than the existing house to reduce its encroachment into the side setbacks
- Further reducing the width of the addition to meet the 5-foot side setbacks would make it difficult to design the new interior stairwell to comply with the building code, while
- The existing shade tree at the rear of the property is diseased and will be removed. Extending the length of the addition to the rear would limit the owner's ability to replace it with another large shade tree

Introduction and History

The owner of the subject property located at 312 S. 9th Street, legally described as S3' Lot 6 and All Lot 7, Park Addition, is requesting a variance from the side setback requirements in the Medium

Livingston, Montana



Density Residential (RII) zoning district. The property is approximately 3,920 square feet and includes an existing 845 square-foot residence and a 240 square-foot shed. There is also a single large shade tree near the north lot line, between the existing house and shed and a few feet to the south of the proposed footprint for the addition. The tree is diseased and will be removed before construction begins on the addition. The required side setback in the RII district is 5 feet. The existing residence and shed were both constructed before setback requirements were in place, and both buildings encroach into the side setbacks. The shed encroaches approximately 1 ½ feet into the south side setback and the house encroaches approximately 2 feet, 11 inches into the south side setback and approximately 1 foot, 2 inches into the north side setback.

The property owner wishes to construct a 397 square-foot addition at the rear of the existing residence. The new addition is proposed to be located 3 feet, 5 inches from the south side setback and 4 feet, 10 inches from the north side setback. A 2-inch variance from the 5-foot setback on the north side and a 1-foot, 7-inch variance on the south side of the lot is requested.

Analysis (Findings of Fact)

Livingston Municipal Code Section 30.74 stipulates that the City Commission may authorize upon appeal in specific cases such variances from the terms of the City Zoning Ordinance as follows:

1) *Will the granting the variance request be contrary to the public interest?*

No. The requested variances from the side setbacks are minimal (2 inches on the north and 1-foot, 7 inches on the south). The existing residence and shed already encroach into the side setbacks, in fact, many of the homes in this neighborhood pre-date setback requirements and encroach into one or more of the required setbacks. Furthermore, the width of the addition is less than that of the existing house and will have a smaller encroachment into the side setbacks. Therefore, staff does not anticipate that approving the variance will be contrary to the public interest.

2) *Will a literal enforcement of the provisions of this ordinance result in unnecessary hardship for the owner of the subject property?*

Yes. Although the lot exceeds the minimum 3500 sq. ft. required for this zoning district, the location of the existing house and shed limit flexibility in the design of the addition while still ensuring compliance with building code requirements. Therefore, staff finds the constraints of the existing conditions on the lot would result in an unnecessary hardship for the property owners in designing the residential addition.

3) *Will granting the variance request allow a use not permissible under the terms of the ordinance in the RII zoning district?*



No. The use of the existing structures and the proposed addition are residential, which is an allowed use in the RII zoning district.

- 4) *Will granting the variance request confer on the applicant any special privilege that is denied by this ordinance to other land in the RII zoning district?*

No. As mentioned above, several buildings in this neighborhood pre-date setback requirements and there are several structures in this area that do not meet current setback requirements and are legally non-conforming. Allowing the addition to encroach into the side setbacks will ensure the interior stairwell complies with building code.

- 5) *Will the granting of this variance request be in harmony with the general purpose and intent of this ordinance?*

Yes. Staff does not anticipate that the placement of the residential addition 2 inches within the north side setback or 1-foot, 7 inches into the south side setback is in disharmony with the general purpose and intent of this ordinance. The City's Fire Chief and Directors of the Building and Public Works Departments expressed no concerns with the variance request.

Fiscal Impact

It is not anticipated the approval of this variance request will have a financial impact on the City of Livingston.

Strategic Alignment

Although the approval of a setback variance is not explicitly discussed or supported in the 2021 Growth Policy, staff does not find that it directly conflicts with the Growth Policy goals, objectives or strategies. In fact the granting of the variance will allow the owners to replace the large shade tree on the rear of the property in a manner that allows for it to thrive; this supports Growth Policy Objective 4.3.5: Sustain and improve the health and diversity of trees and other flora throughout Livingston, and Strategy 4.3.5.4: Expand educational programs to encourage private citizens to maintain a healthy and diverse tree canopy on private property and boulevards within the City.

Staff Recommendation

Based on the Findings of Fact outlined in the staff report, Staff finds that granting of the variance is aligned with the general purpose and intent of the Code. Therefore, Staff recommends the Commission **approve this variance request.**

Attachments

- A. Stuart Variance Request Application

City of Livingston
 Department of Planning
 220 E. Park St.
 Livingston, MT 59047
 (406)222-4903
planning@livingstonmontana.org

PAID

APR 08 2025

Livingston Finance



City of Livingston Variance Instructions

A Variance is required for the construction of any structure or building within the City of Livingston that does not meet the specific standards of the Zoning Ordinance. A Variance cannot grant permission to allow a use that is not allowed in any specific Zoning District.

Variances require a public hearing, and are approved or denied by the City Commission. All Variances are evaluated by the Commission based upon five (5) criteria:

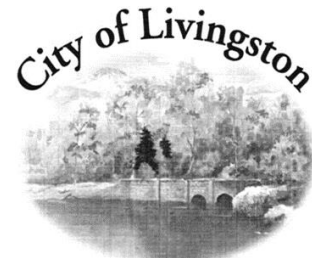
1. Special conditions and circumstances exist which are peculiar to the land, the lot or something inherent in the land which causes the hardship, and which are not applicable to other lands in the same district.
2. A literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other tract(s) in the same district.
3. Granting the variance request will not confer on the applicant any special privilege that is denied by this ordinance to other land in the same district.
4. The granting of the variance will be in harmony with the general purpose and intent of this ordinance.
5. In granting a variance, the City Commission may prescribe appropriate conditions and safeguards in conformity with this ordinance.

The property must have a hardship inherent in the land to be considered for a Variance. The City Commission may impose conditions of approval on all Variance Applications to ensure that the above criteria are met. **It is highly recommended that you meet with planning staff prior to applying for a Variance.**

Submittal Requirements:

- ☒ Completed Application Form.
- ☒ Cover letter with a description of the project and how the project meets the criteria listed in Section 30.74.C of the Zoning Ordinance and included in these instructions.
- ☒ Site Plan showing locations of all structures on the property with the distances from the structures to all property lines clearly labeled and area of the lot, and distance from structures on adjoining properties.
- ☒ Building Elevations for all new structures with building heights clearly labeled.
- ☒ Site Plan showing locations and dimensions of vehicular parking, loading areas, and bike parking dimensions and design, and locations of any refuse areas.
- ☒ Landscaping Plans with plant types and size (if required).
- ☒ Lighting plans showing compliance with the Night Sky Ordinance if outdoor lighting is proposed.
- ☒ Any other documents needed to show compliance with the City of Livingston Zoning Ordinance.
- ☒ The Variance review fee.

All documents shall be submitted on either 8 ½" x 11" or 11" x 17" paper. Additionally, digital copies of the submittal in PDF file format are required.



City of Livingston
Department of Planning
220 E. Park St.
Livingston, MT 59047
(406)222-4903
planning@livingstonmontana.org

City of Livingston Variance Application

1. **Property Owner Name:** Jessica Stuart

2. **Location of Property**

General Location: south side residential neighborhood

Address: 312 South 9th Street, Livingston, MT 59047

Subdivision: PARK ADD Lot: 7 Block: 9

Zoning District: R11

3. **Contact Information**

Property Owner

Home Address: 312 South 9th Street

Livingston, MT 59047

Phone Number: (970) 210-9772

Email Address: stuart.maitri@yahoo.com

Primary Contact/ Applicant

Name: Stephanie Jamrog, Jamrog Architecture

Address: 109 W Callender St. #6E

Livingston, MT 59047

Phone Number: (406) 223 - 1707

Email Address: stephanie@jamrogarchitecture.com

Secondary Contact

Name: Jason Cipriani

Address: _____

Phone Number: (406) 223-0108

Email Address: _____

4. Zoning Information

Existing Structures on Property and Year Constructed: stucco single story house, 1930;
detached shed/garage, wood-clad, 1957

Proposed Use: Residence

Building Height: 22'-5 1/2"

Building Setback from Property Line:

Front Street: 25' Side: 4'-9", 3'4" Rear: 49'-10" Side Street (if corner lot): N/A

Number of Vehicular Parking Spaces: 2 Number of Bicycle Parking Spaces: N/A

Exterior Lighting? ☐ Yes ☒ No

Within Historic District or Design Overlay District? ☐ Yes ☒ No

Landscaping Required? ☒ Yes ☐ No

I hereby certify that the information included in this application is true and accurate.



Applicant's Signature

April 1st, 2025

Date



Jamrog Architecture
Livingston, MT

April 1st, 2025

Jennifer Severson, Planning Director
City of Livingston, Department of Planning
202 E. Park St.
Livingston, MT 59047
(406) 222-4903

Dear Ms. Severson,

I am writing to formally request a variance for the property of my client, Jessica Stuart, located at 312 South 9th Street in Livingston, MT, regarding Sec.30.41 of the city's zoning ordinance for side setbacks in an RII Medium Density Residential zone at 5'.

The existing home on this narrow property was built before the zoning ordinance took effect and is currently within the prescribed 5' setbacks. Due to the size of the house and the lot - smaller than the surrounding properties - strictly adhering to the zoning code for an addition would significantly limit the reasonable use of the property without causing substantial detriment to the surrounding neighborhood.

The proposed variance is a 4'-9 $\frac{3}{8}$ " setback on the north side and 3'-4 $\frac{1}{8}$ " setback on the south side. This would allow for the homeowner to build a 19'-8" x 18', two-story addition to the home containing a family room, set of stairs, bedroom, bathroom, and closet. The proposed setbacks are *increasing* the amount of current setback on the property. This modification would not negatively impact the character of the neighborhood, as the style of the addition will mimic the existing finishes while also minimizing the height of the second story.

Attached is a variance application with supporting documentation, including a site plan and elevations, further illustrating the characteristics of the property and the necessity of the requested variance.

Please do not hesitate to contact me if you require any additional information or clarification regarding this request.

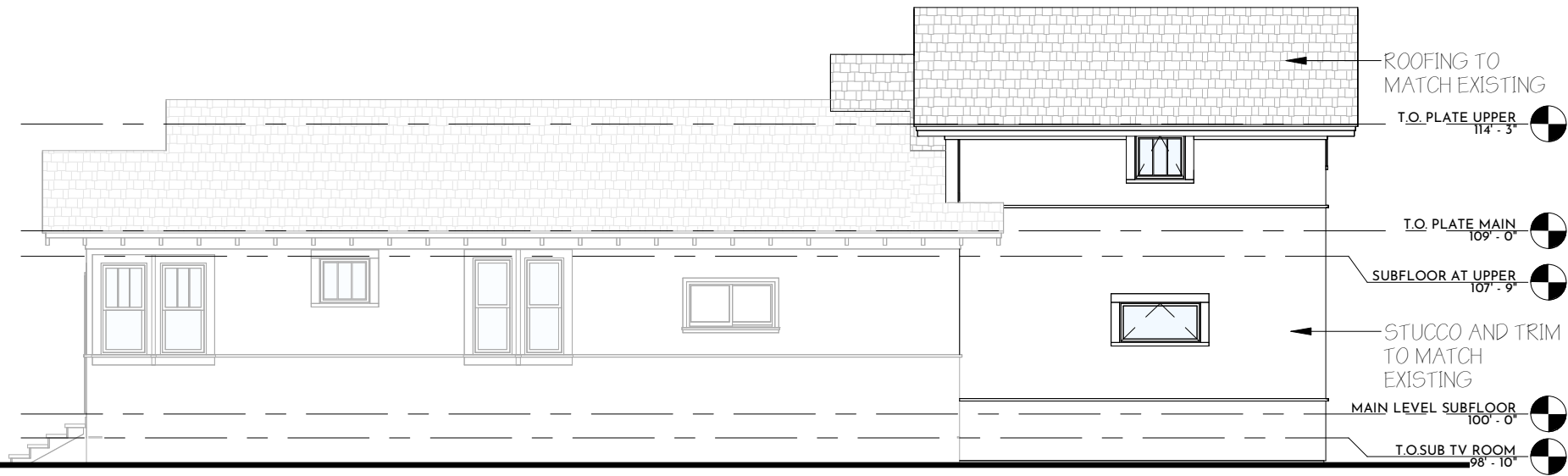
Sincerely,



Stephanie A. Jamrog, AIA

(406) 223-1707

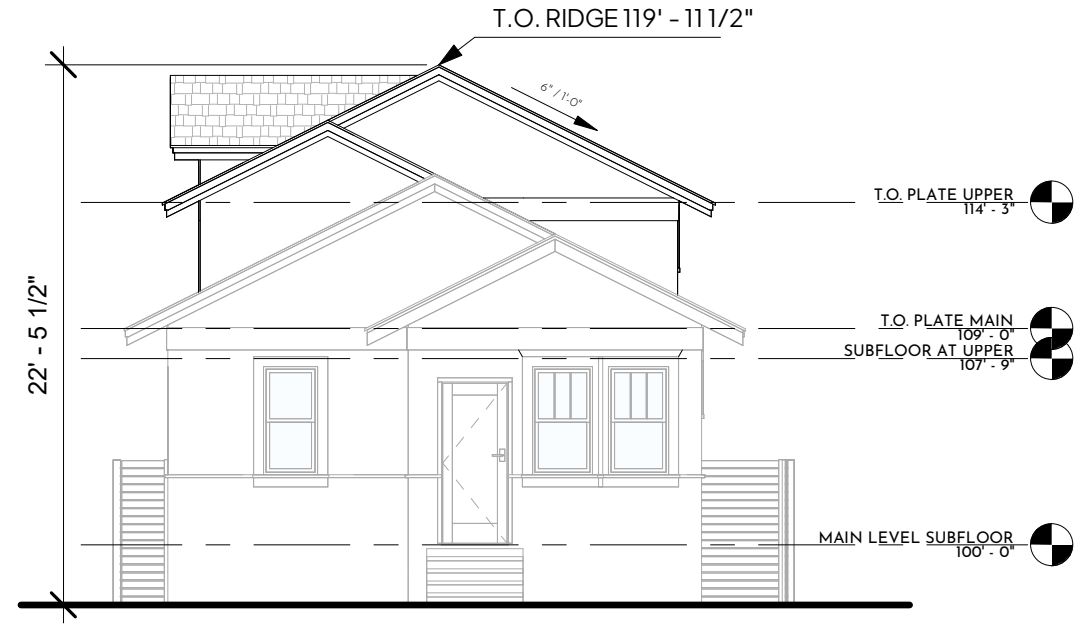
4/1/2025 11:54:26 AM



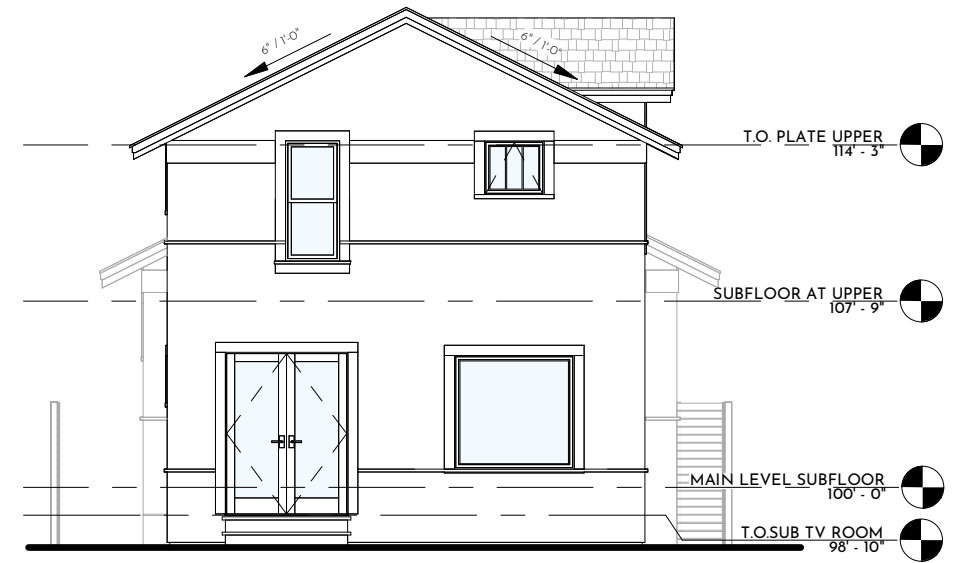
1 OVERALL ELEVATION - NORTH
VR2 1/8" = 1'-0"



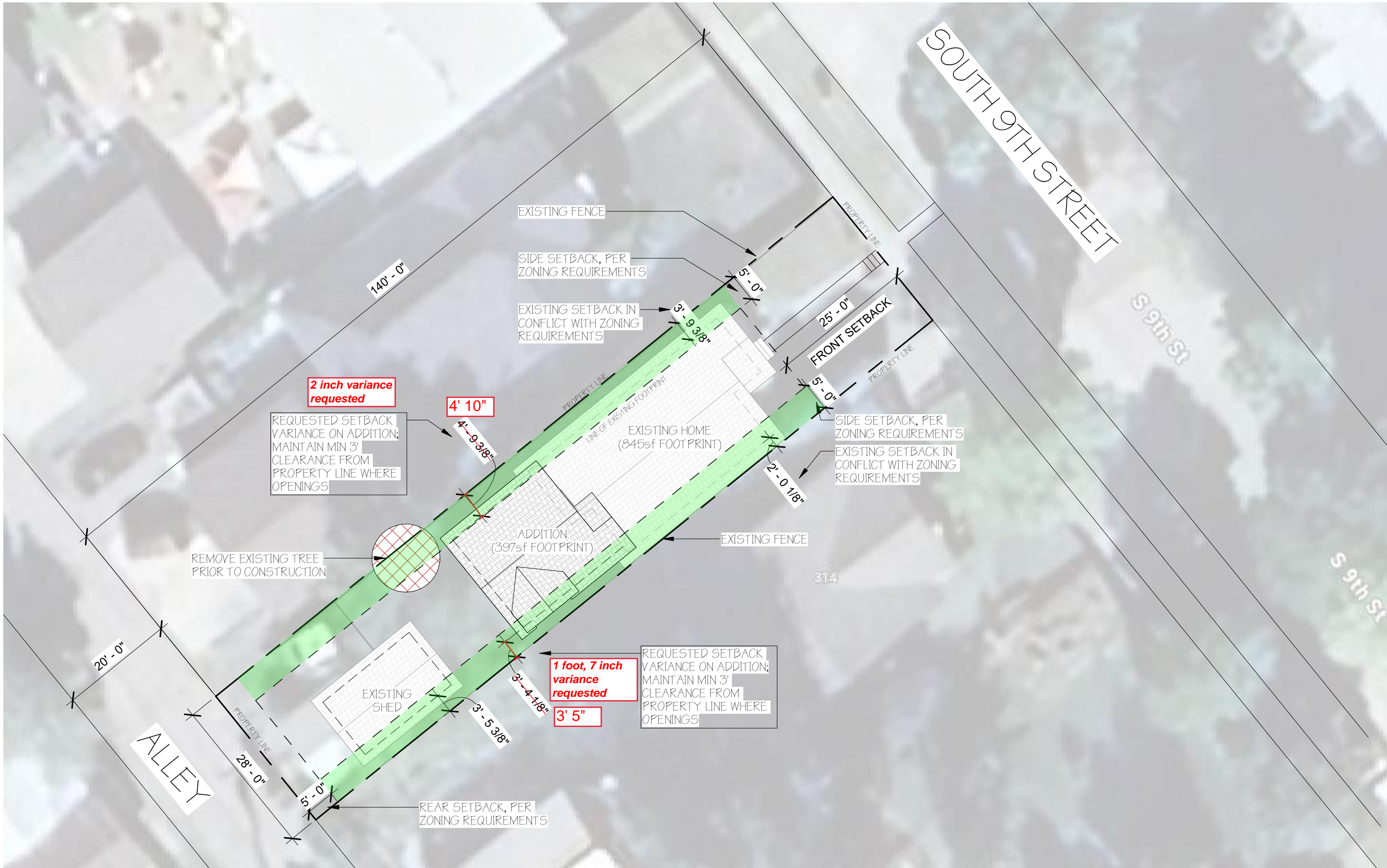
3 OVERALL ELEVATION - SOUTH
VR2 1/8" = 1'-0"



2 OVERALL ELEVATION - EAST
VR2 1/8" = 1'-0"



4 OVERALL ELEVATION - WEST
VR2 1/8" = 1'-0"



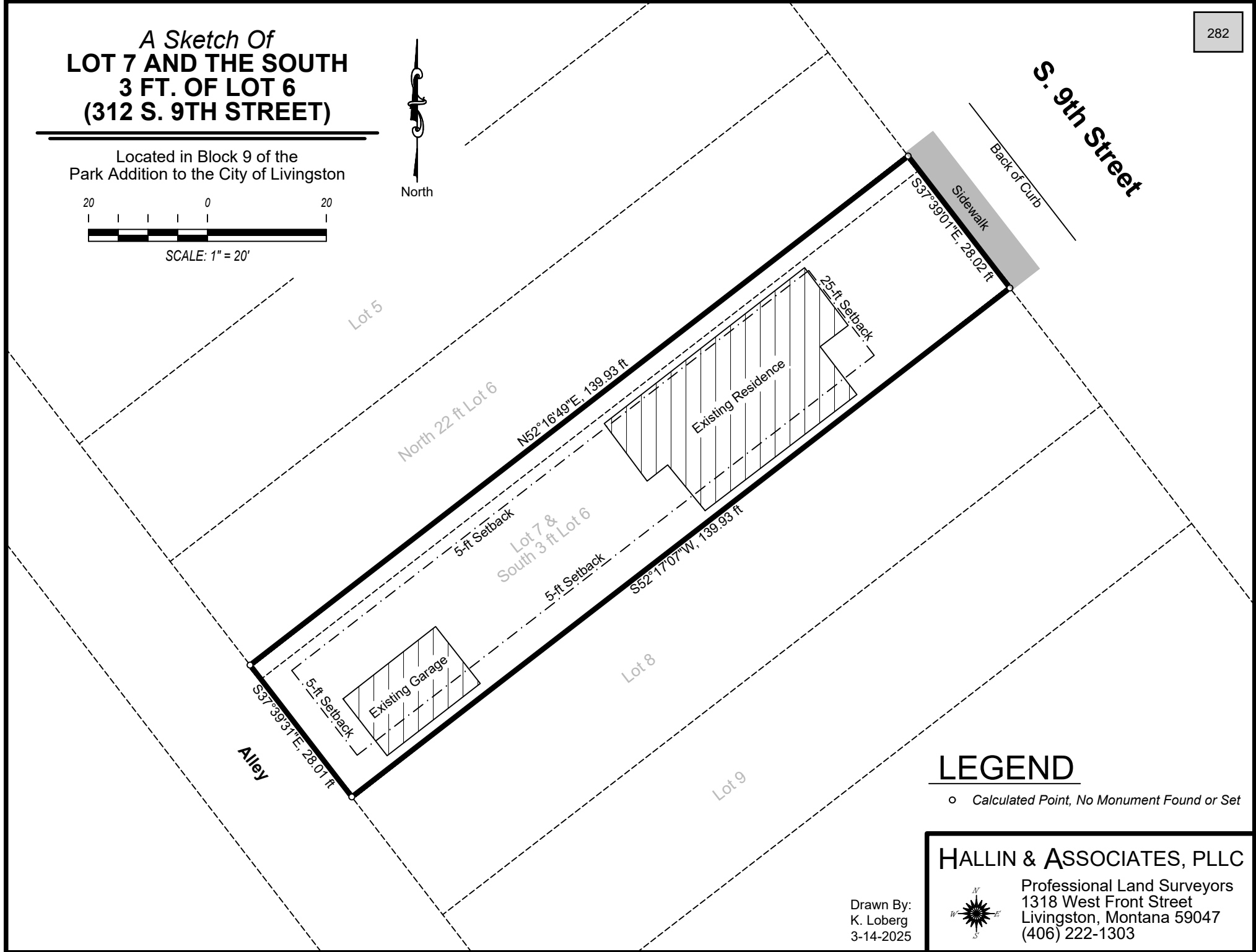
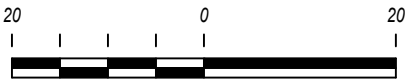
1 ENLARGED SITE PLAN
VR1 1/16" = 1'-0"



4/1/2025 11:54:25 AM

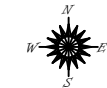
A Sketch Of
**LOT 7 AND THE SOUTH
3 FT. OF LOT 6
(312 S. 9TH STREET)**

Located in Block 9 of the
Park Addition to the City of Livingston



LEGEND

○ Calculated Point, No Monument Found or Set



HALLIN & ASSOCIATES, PLLC

Professional Land Surveyors
1318 West Front Street
Livingston, Montana 59047
(406) 222-1303

Drawn By:
K. Loberg
3-14-2025