



Livingston City Commission Agenda

April 01, 2025

5:30 PM

City – County Complex, Community Room

Join Zoom Meeting

<https://us02web.zoom.us/j/84061574771?pwd=ORX9bo4XrJeo23QJ66bu7RQ2yPKjZo.1>

Meeting ID: 840 6157 4771

Passcode: 585214

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 MARCH 18, 2025, REGULAR MEETING [PG.4](#)

B. APPROVAL OF CLAIMS PAID 3/13/25 - 3/26/25 [PG.36](#)

C. CONTRACT 20165 WITH TD&H FOR CONSTRUCTION MANAGEMENT SERVICES [PG.52](#)

D. CONTRACT 20166 WITH ASKIN CONSTRUCTION FOR DOWNTOWN CAPITAL IMPROVEMENT PROJECT [PG.68](#)

5. Proclamations

A. PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, DECLARING APRIL 13 - 19 2025 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK IN LIVINGSTON MONTANA [PG.103](#)

B. PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, DECLARING APRIL 2025 AS FAIR HOUSING MONTH IN LIVINGSTON MONTANA [PG.106](#)

6. Scheduled Public Comment

7. Action Items

- A. RESOLUTION NO. 5157: A RESOLUTION OF THE CITY OF LIVINGSTON, MONTANA, ANNEXING THE PARCEL AT 38 LOVES LANE. [PG.109](#)**
- B. SECOND READING OF ORDINANCE 3057: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 2, GOVERNMENT AND ADMINISTRATION, OF THE LIVINGSTON MUNICIPAL CODE, BY CREATING A CONFLICT OF INTEREST POLICY. [PG.146](#)**
- C. DISCUSSION AND DIRECTION REGARDING SOLID WASTE HAULING [PG.155](#)**
- D. PURCHASE ORDER 20162 WITH TOM BANDSTRA FOR 2008 PETERBILT 389 TRUCK [PG.162](#)**

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 MARCH 18, 2025, REGULAR MEETING



Livingston City Commission Minutes

March 18, 2024 — 5:30 PM

City – County Complex, Community Room

<https://us02web.zoom.us/j/81057506712?pwd=9unGTZ3aQgHpJQAEjwplUQ4YnisyTn.1>

Meeting ID: 810 5750 6712

Passcode: 735504

1. Call to Order

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

2. Roll Call

Commissioners Present

- 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
- Planning Director Jennifer Severson

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)



Chair Schwarz invited public comments on non-agenda or consent items and reminded speakers of the time limit and relevant rules.

Public Comment was offered by:

- Leslie Feigel expressed excitement to have a brand new board at the Livingston Chamber. She reminded of a venue change for family days that is usually held at the museum, it is now at the Library.

4. Consent Items

- A. APPROVAL OF MINUTES FROM MARCH 04, 2025, REGULAR MEETING [PG.4](#)**
- B. APPROVAL OF CLAIMS PAID 2/27/25 - 3/12/25 [PG.9](#)**
- C. APPROVAL OF LETTER OF SUPPORT FOR PARK COUNTY MONTANA TRANSPORTATION ALTERNATIVES GRANT PROGRAM APPLICATION [PG.22](#)**
- D. PURCHASE ORDER 20161 WITH ENVIRO-CLEAN FOR 2024 VAC-CON COMBINATION VAC/JET TRUCK [PG.27](#)**
- E. AGREEMENT 20163 WITH PARK COUNTY FOR PLACEMENT OF COMMUNICATIONS EQUIPMENT ON AN ANTENNA TOWER [PG.35](#)**
- F. AGREEMENT 20164 RIGHT-OF-WAY ENCROACHMENT LICENSE [PG.39](#)**
- G. AUTHORIZATION TO DESTROY CERTAIN MUNICIPAL RECORDS [PG.54](#)**

Commissioner Kahle motioned to approve consent items A – E & G seconded by Commissioner Lyons. Unanimously approved.

Commissioner Willich disclosed a conflict of interest with consent item F and removed himself from the conversation and table.

Vice Chair Nootz motioned to approve consent item F seconded by Commissioner Kahle. Unanimously approved.

5. Proclamations

- A. A PROCLAMATION OF THE CITY COMMISSISON OF THE CITY OF LVINGSTON MONTANA, DECLARING MARCH 20, 2025 AS SPRING EQUINOX DAY IN LIVINGSTON MONTANA [PG.64](#)**

Chair Schwarz read the proclamation



6. Scheduled Public Comment

7. Action Items

A. PRESENTATION OF RESERVOIR PARK GEODESIGN WORKSHOP REPORT PG.67

The City Manager introduced Aleck Gantick to present slide on the Reservoir Park Geodesign.

Aleck gave a brief presentation.

Commissioner Willich motioned to receive and file the design workshop report seconded by Commissioner Lyons.

Public comment was offered by:

- Rachel Jones, the Executive Director for Farm to School, who also served on the former Parks and Trails Committee, expressed being surprised not to see any community garden features in the report and would like that to be considered.
- Hayes Goosey expressed thanks to the City Manager and consulting team for putting this together. He offered to be on a steering committee for Reservoir Park.

Commissioner Willich expressed liking this park and likes the report.

Commissioner Lyons stated this has been a thorough process. He wondered if in this process, for this specific park, would be the best fit for a community garden.

Commissioner Kahle expressed appreciation for this process and final report, and also agreed with Commissioner Lyons on the point of the community garden.

Vice Chair Nootz expressed thanks to the Parks and Trails Committee that previously existed in the City for pushing to have work done on this park. She recalled that the City has set aside funds for this park specifically. She feels there is support for the community gardens and is excited to see how this will develop with the Growth Policy.

Chair Schwarz expressed liking the idea of another community garden.

Action item A was unanimously approved.



B. ORDINANCE 3058: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY REZONING PROPERTY LOCATED ON ALPENGLOW LANE AND LEGALLY DESCRIBED AS PARCEL 5B, ACRES 31.29 AND PARCEL 1D, ACRES 80.71, IN SO8, TO2, R10 E, P.M.M. COUNTY OF PARK, STATE OF MONTANA, COS 2907RB, FROM LIGHT INDUSTRIAL (LI) TO MIXED USE (MU). [PG.83](#)

The City Manager stated this item is a rezoning requested by the owner. The ordinance has been reviewed by the Consolidated Land Use Board. Planning Director Severson was introduced to talk more about this item.

Vice Chair Nootz disclosed an ex parte conversation in 2023 that was attempted with her and she quickly referred the folks to the City Manager to discuss in detail.

The City Manager stated that is how he remembers that going and the folks having that conversation at the event in 2023 are not currently involved with the application currently.

Planning Director Severson presented slides related to this ordinance.

Commissioner Lyons asked about protections from flood waters at this location.

Planning Director Severson reminded that the staff report covers flood waters.

Commissioners, City Manager and Planning Director Severson discussed and clarified adult foster care and personal care center definitions.

Vice Chair Nootz asked when the Zoning Code rewrite to be completed.

Planning Director Severson stated an early draft would come out in late May or early June, it would go to Land Use Board in September and would come to the City Commission in November.

Vice Chair Nootz asked about an estimate of tax revenue of the property.

The City Manager stated the current tax revenue of these parcels is less than \$200.00 in total, and without understand the full construction value for project it's hard to determine a taxable value of tax revenue.

Commissioner Kahle motioned to approve Ordinance 3058

Commissioner Kahle rescinded the motion

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

Public comment was offered by:

- Leslie Feigel stated that this parcel of land is a great location for assisted living facilities and housing.
- Dennis Glick expressed being against developing these parcels.



- Amanda Garrett empathized with needing housing, but expressed concern with developing these parcels.
- Patricia Grabow recalled when these parcels were annexed and expressed thoughts about cluster zoning and floodplain concerns.
- Linda Maher asked for explanation on the 500 year flood criteria.
- Rick Ogala has been helping the hospital evaluate the land and he expressed understanding about flooding, but those two large parcels are not affected per the flood map. He stated that the hospital is looking at development in the best way possible and has been working with others such as Freshwater Partners. He reminded that they are required to meet all codes for development.

The City Manager explained flood year criteria stating a flood event that has a 1% chance of occurring is what's known as the 100-year flood, and a 500-year flood is a flood that has a .2% chance of occurring.

Commissioner Lyons and Chair Schwarz stated it is not a running clock it is just the probability within each year.

Commissioner Willich broken down zoning percentages by acre. He expressed concerns about jobs by changing this zoning from light industrial, and concerns about needs for housing and if we really need this housing development.

Commissioner Kahle expressed concerns about this location flooding and placing a vulnerable population in that location that are in assisted living.

Vice Chair Nootz stated that mixed use is one of the densest zones that we have housing wise. She recalled what happened during the flood in 2022, and expressed concerns about the evacuation process if that area needs to be evacuated due to flooding.

Commissioner Lyons also expressed concerns about flooding in this area and touched on public comments about mitigating flood impacts. He expressed hesitancy to approve this ordinance.

Chair Schwarz added that he is not comfortable approving this until he sees an updated flood map.

Vice Chair Nootz expressed concerns about tax payers in regards to long-term infrastructure for this, and feels that there is just more information they need, and what is ongoing cost for the City and work for City staff.

The City Manager referenced MCA 76-25-304 5a, b & c regarding approval or denials of zoning maps, and reminded of LMC where a majority vote is needed. He also referenced MCA 76-25-307 regarding Interim Zoning Ordinances.

Commissioner Willich motioned to approved Ordinance 3058

Commissioner Willich rescinded his motion



The City Manager clarified motion language

Commissioner Willich motioned to reject Ordinance 3058 seconded by Commissioner Lyons. Unanimously approved to reject Ordinance 3058.

C. RESOLUTION NO. 5157: A RESOLUTION OF THE CITY OF LIVNGSTON, MONTANA, ANNEXING THE PARCEL AT 38 LOVES LANE. [PG.117](#)

The City Manager stated this parcel is not in city limits, but is adjacent to city utilities and has been proposed as a site of a USDA facility.

Public Comment was offered by:

- Linda Maher expressed concern about size of the street and parcel.
- Jamie Adams expressed concern about the notary signature on this application and stated she lives in the area and questioned the approval of this annexation.
- Leslie Feigel expressed concern about size of this area, water, and neighbors being notified.
- Patricia Grabow expressed disagreement with this annexation and development.
- Eric Garberg is speaking on the behalf of the applicant and addressed the potential for improvements on Miller Dr.
- Randy Carpenter expressed confusion about the application and feels it's premature.

The City Manager reminded that the action for the Commission tonight is for the annexation and development of the parcel would fall under other processes of the city. He stated they are aware of the roadway issues and have talked internally and with the County about it. He addressed that a traffic study would be conducted and reviewed by the City and State. He stated that neighbor notifications were completed in accordance with MCA

Vice Chair Nootz motioned to postpone Resolution 5157 to April 1st and continue public hearing seconded by Commissioner Kahle. Unanimously approved.

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

D. APPEAL OF HISTORIC PRESERVATION COMMISSION DECISION REGARDING A DEMOLITION PERMIT APPLICATION FOR 218 S. 2ND STREET [PG.155](#)



The City Manager stated item is an appeal of decision that was handed by the Historic Preservation Commission regarding a demolition application. The HPC was presented an application for a partial demolition of the structure and the applicant noted the brick façade will be planned to be preserved and incorporated into the new building. HPC voted to approve the demolition with condition that the façade be saved and incorporated into the new building, and if it cannot be saved the applicant must return to the HPC to justify demolition of the façade. Following the meeting the applicant submitted a request to appeal the condition of the HPC. After review he and the City Attorney determined that the condition as stated is no compliant with the requirements of LMC 31.06 C.

There was a brief clarifying discussion on what the approval the appeal means. The City Manager stated it means the project would be able to move forward with certainty and they would be approving the original application with no condition if the motion is read as is in the staff report.

Public comment was offered by:

- Chris is a residential owner in the area and expressed concern about development of this project.
- Bob Ebinger expressed concern about overturning an HPC vote.
- Jack Luther expressed being surprised seeing the appeal about this with the City Commission.
- Patricia Grabow expressed wanting to let this designer develop his building.
- Eli Isaly, who is on the HPC, explained his thought process during the HPC meeting where this application was conditioned.
- Linda Maher expressed confusion about approving demolition without know what will replace it.
- Eric Horn, the applicant, read a statement regarding the demolition of this building and design.
- Susanna Isaly stated that this developer chose to buy a historic building and doesn't agree with him wanting to tear it down and expressed that this is why it is important to have HPC.
- Tom Blurock, Chair of HPC, apologized for the technical error, but would like this project to be taken seriously and façade preserved, and would like to see the condition remain.

Vice Chair Nootz asked for clarification on process for historic district working with HPC.

The City Manager stated all projects to construct, alter, or demolish in the historic district do require review by the HPC before permits can be issued.

Vice Chair Nootz expressed thanks to comments from the HPC board members tonight. She wondered if there is room for process improvement for boards and simplify processes.

Commissioner Willich expressed agreement with Vice Chair Nootz.

Commissioner Lyons recused himself due to potential conflict of interest.



Commissioner Kahle thanked HPC for their time on the board, and agreed that there is room for growth on all boards.

Chair Schwarz reminded he has served on the HPC before and understand the work that goes into making decisions on that board.

Vice Chair Nootz motioned to approve the appeal of the HPC decision regarding demolition permit and approve the demolition permit with the condition that the East façade be retained in place unless deemed infeasible by a structural engineer seconded by Commissioner Kahle. Chair Schwarz: for, Vice Chair Nootz: for, Commissioner Kahle: for, Commissioner Willich: for, and Commissioner Lyons abstained.

8. City Manager Comment

The City Manager thanked the Commissioners for the meeting tonight.

9. City Commission Comments

Commissioner Willich – no comment

Commission Lyons – no comment

Commissioner Kahle – no comment

Vice Chair Nootz stated she believed there is an opportunity to improved board processes and expressed concerned about legal liability. She asked about process.

The City Manager stated there was a training held when the Consolidated Land Use Board was formed and some members from HPC attended, but agrees there could be more training with HPC. He stated that LMC pertaining to HPC reviews is in need of updates, so he will work on that with City staff.

Chair Schwarz – no comment

10. Adjournment

9:44 PM Commissioner Lyons motioned to adjourn seconded by Commissioner Willich. Unanimously approved

Calendar of Events

Supplemental Material



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RESERVOIR PARK

Online Survey & Geodesign Workshop Summary

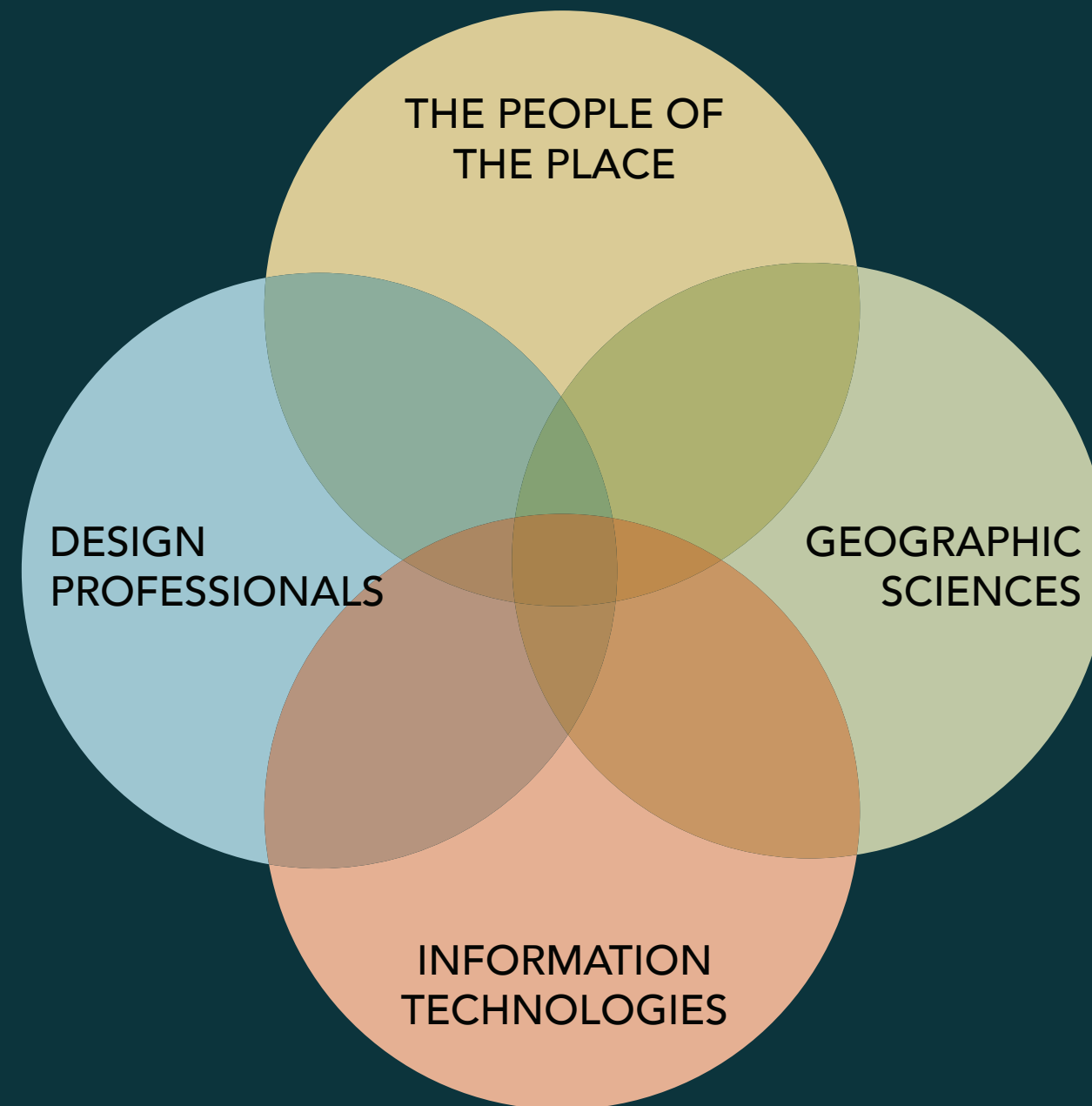


WHAT IS GEODESIGN?

GEODESIGN METHODOLOGY

Geodesign is a collaborative methodology and tool used for the structured discussion of spatial planning and city policies.

The process of geodesign utilizes a series of mapping exercises and stakeholder input to analyze current conditions and the impact of various scenarios on a defined region. The intent is to bring stakeholders together to combine scenarios, have discussion, and work towards finding solutions and building consensus.



INTRODUCTION

PROCESS

Non-binding, pre-planning exercise for Reservoir Park from August 1st, 2024 – November 12th, 2024.

- Online, map-based survey
- In-person Geodesign workshops

GOALS

- Achieve greater community engagement than previous planning efforts for Reservoir Park
- Develop consensus for development in Reservoir Park
- Demonstrate Geodesign as a beneficial approach for future planning and development in Livingston

GEODESIGNHUB

Web based platform that uses maps and map-based negotiations to enable a give-and-take process where agreements can be made between people and groups that hold diverging positions socially and politically.



G E O D E S I G N H U B

RESERVOIR PARK



GEODESIGN WORKSHOPS

STRUCTURE

- Participants divided into groups (5-8 per group)
- Guided through process to express ideas and negotiate to reach consensus
- Software tracks and manages give-and-take process

THEMES

- Wayfinding
- Pedestrian Access
- Bike Access
- Parking
- Planting
- Recreation/ playgrounds
- Restrooms
- Water Services
- Fencing

The screenshot shows the Geodesign software interface. At the top, there is a 'DIAGRAMS' header with a search bar and a legend for various themes: Way (orange), Ped (yellow), Bik (brown), Par (grey), Pla (green), Rec (pink), Res (light blue), Wat (dark blue), and Fenc (red). Below the legend is a 'CALENDAR' section with a search bar. The main area displays a grid of design elements, each with a title, area in hectares, and a selection checkbox. The elements are organized into columns corresponding to the themes in the legend.

WAY	PED	BIK	PAR	PLA	REC	RES	WAT	FENC
Signage naming area mountain r.. 1.14 ha. <input type="checkbox"/> 1	Trail connectivity to other no.. 1.14 ha. <input type="checkbox"/> 1	Kids Pump track 0.44 ha. <input type="checkbox"/> 1	Good area for parking <input type="checkbox"/> 1	Community garden/orchard 0.13 ha. <input type="checkbox"/> 1	Picnic and shade things 0.30 ha. <input type="checkbox"/> 1	Vault Toilets 0.02 ha. <input type="checkbox"/> 1	drinking fountains 0.05 ha. <input type="checkbox"/> 1	Dog Park 0.85 ha. <input type="checkbox"/> 1
Signs to other north side trails 1.14 ha. <input type="checkbox"/> 2	Sidewalk surrounding park 0.52 ha. <input type="checkbox"/> 2	Outer park loop <input type="checkbox"/> 2	PARKING 0.09 ha. <input type="checkbox"/> 2	Green space to hang out 0.48 ha. <input type="checkbox"/> 2	playground 0.28 ha. <input type="checkbox"/> 2	Add restrooms 0.24 ha. <input type="checkbox"/> 2	+ADD	Dog park 0.24 ha. <input type="checkbox"/> 2
Entrance 0.01 ha. <input type="checkbox"/> 3	Walking trail through nature p.. 0.15 ha. <input type="checkbox"/> 3	Small pump track for kids to e.. 0.19 ha. <input type="checkbox"/> 3	Bike parking 0.03 ha. <input type="checkbox"/> 3	New trees and sitting area 0.03 ha. <input type="checkbox"/> 3	D1 Sports Court 0.07 ha. <input type="checkbox"/> 3	D3 - Toilet 0.04 ha. <input type="checkbox"/> 3		fencing - non-chain link <input type="checkbox"/> 3

GEODESIGN WORKSHOPS

WORKSHOP #1 - OCTOBER 23RD

- 16 participants (10 participated for the entire workshop)
- Two groups: Group A (neighborhood residents) Group B (Livingston community)
- Designs created and presented
- Negotiations continued in workshop #2

WORKSHOP #2 - NOVEMBER 12TH

- 28 participants
- Four Groups (A, B, C, and D)
- Groups A and B negotiated designs
- Groups C and D negotiated designs
- Resulted in two negotiated design proposals



Group A & B design comparison



Group C & D design comparison

NEGOTIATED DESIGN (A & B)



- 1.1 - Park sign, map, rules, dog waste bags, trash
- 1.2 - Signage naming surrounding mountain ranges
- 1.3 - Signs to other north-side trails

- 2.1 - Trail connections to other north-side trails
- 2.2 - Improve trail @ existing trail location
- 2.3 - Trails to B & C streets

- 4.1 - Off-street parking

- 5.1 - Trees for wind protection
- 5.2 - Weed removal, erosion control, native planting and educational signage
- 5.3 - Native plantings

- 6.1 - Picnic Shelter
- 6.2 - Natural play features (boulders, logs, stumps, mounds, etc.)

- 7.1 - Vault toilets

- 8.1 - Drinking water

NEGOTIATED DESIGN (C & D)



2.4 - Walking Path

3.1 - Small bike pump track/ skills park for kids

4.1 - Off-street parking

4.2 - Off-street parking

5.1 - Trees for wind protection

5.4 - Wind and shade trees

5.5 - Native plants and flowers with walking trail, bench, and educational signage

6.2 - Natural play features (boulders, logs, stumps, mounds, etc.)

6.3 - Picnic area & shade structure

7.1 - Vault toilets

SUMMARY

CONSENSUS ITEMS

- Maintain natural features where possible
- Enhance natural vegetation and native plant prevalence with educational signage and demonstration of drought tolerant planting (East side)
- Off-street parking in middle of park accessed from E. Reservoir Street.
- Provide vault toilet
- Natural play features, picnic shelter, trees to provide shade/ wind protection (West side)
- Connectivity to existing and future trails

NEXT STEPS

- Organize steering group for final design and implementation (COL, Non-Profits, Community groups, etc.)
- Define funding and budget
- Define future maintenance requirements and maintenance responsibilities
- Engage design professional to utilize results from workshops as a basis for final park design (aligned with budget and maintenance plans)
- Coordinate Reservoir Park design with new Parks Master Plan



Zoning Map Amendment for Tracts 5B and 1D on Alpenglow Lane from LI to MU

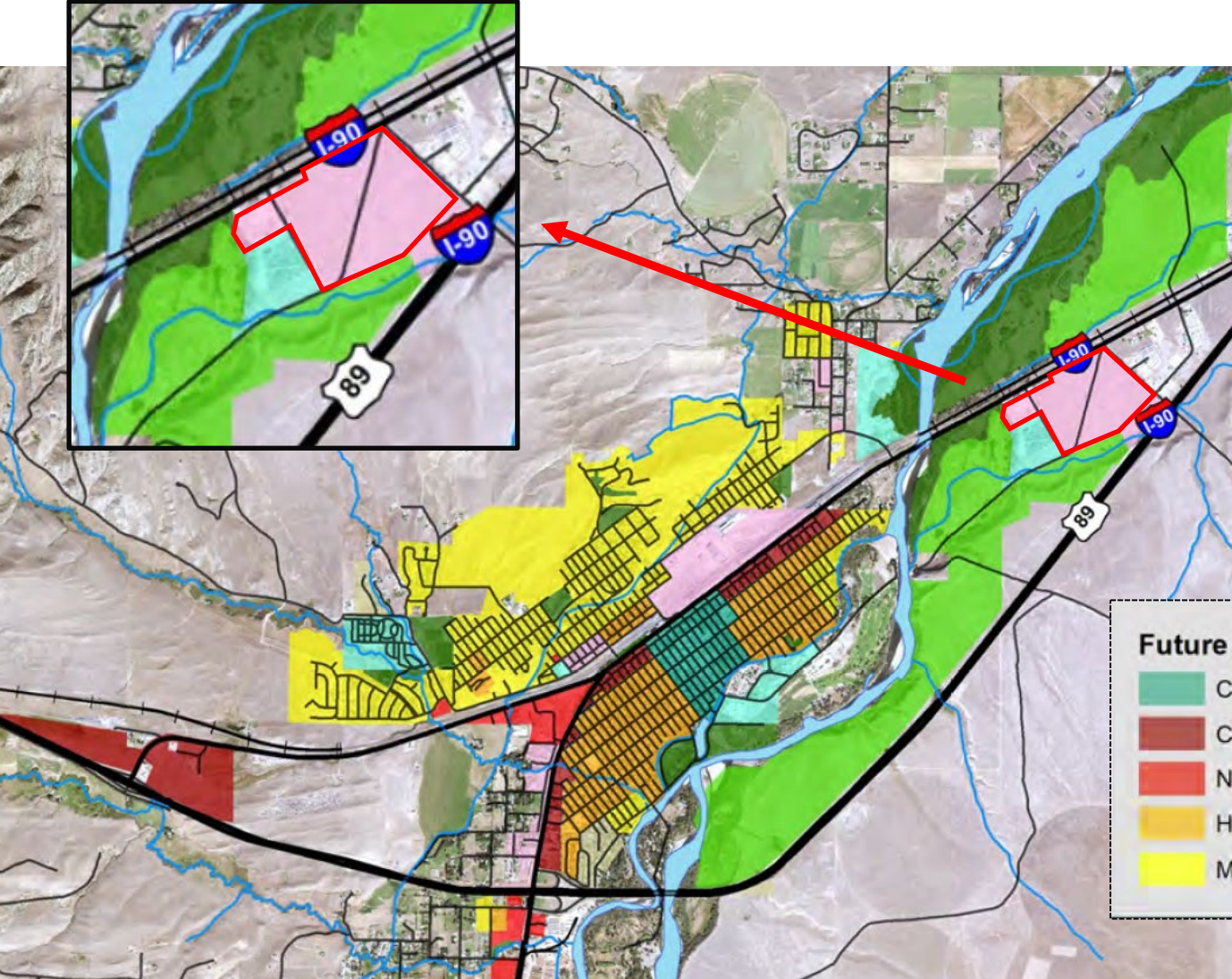
City Commission Meeting
March 18, 2025

SUMMARY

- Rezone Tracts 5B and 1D from Light Industrial (LI) to Mixed Use (MU)
- Current Use = Vacant
- Uses NOT ALLOWED in LI that ARE ALLOWED IN MU = Assisted Living, Senior Housing, and Workforce Housing for Hospital Staff



GROWTH POLICY FUTURE LAND USE MAP



Future Land Use	
Central Business District	Very Low Density Residential
Community Commercial	Community Facility
Neighborhood Commercial	Mixed Use
High Density Residential	Natural Area / Open Space
Medium Density Residential	Parks and Rec

FLOODPLAIN

Portions of the subject **properties are within the non-regulatory (500-year) floodplain**; the **properties are outside the regulatory (100-year) floodplain** as it is currently mapped



ZONING USE TABLE COMPARISON

A = Allowed S = Special Exception Permit Required N = Not Allowed

	<u>MU</u>	<u>LI</u>
One (1) Family Dwellings*	A	N
Two (2) Family Dwellings	A	N
Multifamily Dwellings	A	N
Accessory Dwellings	A	N
Townhouses	A	N
Tiny Homes	A	N
Accessory Buildings	A	A
Mobile Homes	N	N
Modular Homes	A	N
Churches	S	N
Schools, Public, Private and Parochial	S	N
Schools, Trade	S	A
Hospitals/Institutions	S	A
Medical/Dental Clinics	A	A
Adult Foster Care Center ³	A	A
Personal Care Center	A	N
Child Care Center	A	A
Veterinarian Clinics	A	A
Kennels and Catterys	N	A
Laundromat	A	A
Bed and Breakfasts	A	N
Motels/Hotels	N	A
Travel Trailer Parks	N	N
Business and Professional Offices	A	A
Retail	A	A
Large-scale Retail	N	S
Personal Service Stores	A	A
Eating and Drinking Establishments (Sit-Down)	A	A
Drive-Thru Restaurants	N	A
Banks	A	A

	<u>MU</u>	<u>LI</u>
Mortuary	S	A
Wholesale Businesses	N	A
Commercial Greenhouses	S	A
Gasoline Service Stations	N	N
Auto Repair Garage	N	N
Automobile Dealerships	N	A
Auto Salvage and Storage	N	N
Warehouse and Enclosed Storage	N	A
Machine Shop	N	S
Artisan Manufacturing	A	A
Limited Manufacturing	A	A
General Manufacturing	N	A
Intensive Manufacturing	N	A
Cidery	A	A
Microbrewery/ Microdistillery	A	A
Winery	A	A
Bowling Alley	S	S
Theater	S	A
Open-Air Stadiums, Sports Arenas, Amphitheaters	S	A
Lumberyards	N	A
Transportation Terminals	N	A
Radio Stations ⁴	A	A
Utility Substations	S	S
Armory	N	N
Cemetery	N	N
Government Offices	A	N
Public Recreation Facility	S	A
Health and Exercise Establishment	A	A
Marijuana Production Facility	N	A
Sexually Oriented Business	N	A

ANALYSIS

Growth Policy Future Land Use Map Does Not Include LI Uses

Zoning Code LI - intended to accommodate all types of light industry, including those defined as light manufacturing as well as business and professional offices”

Residential Uses NOT ALLOWED per Zoning Code

ANALYSIS (CONT.)

Growth Policy Future Land Use Map = MU intended to “accommodate a mixture of retail, office, restaurant, entertainment, cultural, and residential uses.

Zoning Code MU - intended to accommodate a mix of residential, neighborhood scale commercial services and offices, and small-scale manufacturing

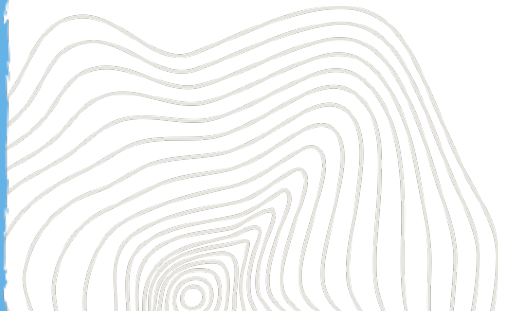
- **Residential Uses ALLOWED** per FLUM and Zoning Code

ANALYSIS (CONT.)

Floodplain intended to “accommodate a mixture of retail, office, restaurant, entertainment, cultural, and residential uses.

Zoning Code MU - intended to accommodate a mix of residential, neighborhood scale commercial services and offices, and small-scale manufacturing

- **Residential Uses ALLOWED** per FLUM and Zoning Code



STRATEGIC ALIGNMENT

The proposed rezoning from LI to MU aligns with the Growth Policy as identified below:

Future Land Use Analysis for Future Residential Land Use (GP, page 102-103) states that “a large tract of vacant land next to hospital is available for development. There is a public preference for denser urban style development near the new hospital with a mixture of residential types to accommodate the workforce”.

Objective 3.1.1.8: Reduce Urban sprawl through the compact development consistent with the Future Land Use Map.

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

Objective 5.1.4: promote a mix of housing within neighborhoods that supports a variety of household income levels, household age groups, and housing types.

Objective 7.2.2: Support services that meet the needs of the aging population.

Strategy 7.2.2.4: Collaborate with entities supporting and advocating for older adults’ quality of life such as assisted living providers...and Livingston HealthCare... to promote their services throughout the community.

Strategy 7.2.2.5: Collaborate with entities supporting and advocating for older adults’ quality of life such as assisted living providers...and Livingston Health Care... to assess unmet needs of Livingston’s residents.

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

1. Mix Land Uses
3. Create a Range of Housing Opportunities and Choices
4. Create Walkable Neighborhoods

CRITERIA FOR ZONING REGULATIONS

MCA 76-2-304

- ✓ Made in accordance with Growth Policy
- ✓ Secure safety from fire/ other dangers
- ✓ Promote public health, safety and general welfare
- ✓ Adequate provision of transportation, water, sewer, schools, parks and other public requirements
- ✓ Reasonable provision of light and air
- ✓ Effect on motorized and nonmotorized transportation
- ✓ Promotion of compatible urban growth
- ✓ Zoning district character and suitability for particular uses
- ✓ Conserve building values and encourage appropriate land uses

RECOMMENDATION

The Consolidated Land Use Board voted unanimously to recommend the City Commission approve the requested rezoning from LI to MU

Staff recommends the City Commission approve the rezoning request from LI to MU as proposed and adopt Ordinance 3058

QUESTIONS?



LIVINGSTON
M O N T A N A

File Attachments for Item:

B. APPROVAL OF CLAIMS PAID 3/13/25 - 3/26/25

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2M COMPANY, INC.							
781	2M COMPANY, INC.	20801461-00	Deep Thaw	10/31/2024	226.62	226.62	03/20/2025
781	2M COMPANY, INC.	20801461-00	Deep Thaw	10/31/2024	226.63	226.63	03/20/2025
Total 2M COMPANY, INC.:					453.25	453.25	
AAA CLEANING, LLC							
3727	AAA CLEANING, LLC	254	city hall cleaning	03/25/2025	2,000.00	2,000.00	03/26/2025
3727	AAA CLEANING, LLC	255	cIVIC CENTER	03/25/2025	2,600.00	2,600.00	03/26/2025
3727	AAA CLEANING, LLC	256	Bennett St cleaning	03/25/2025	156.25	156.25	03/26/2025
3727	AAA CLEANING, LLC	256	Bennett St cleaning	03/25/2025	156.25	156.25	03/26/2025
3727	AAA CLEANING, LLC	256	Bennett St cleaning	03/25/2025	156.25	156.25	03/26/2025
3727	AAA CLEANING, LLC	256	Bennett St cleaning	03/25/2025	156.25	156.25	03/26/2025
Total AAA CLEANING, LLC:					5,225.00	5,225.00	
ADVANCED ENGINEERING &							
3605	ADVANCED ENGINEERING &	99607	PROFESSIONAL SERVICES	12/10/2024	4,754.50	4,754.50	03/20/2025
Total ADVANCED ENGINEERING &:					4,754.50	4,754.50	
ALL SERVICE TIRE & ALIGNMENT							
22	ALL SERVICE TIRE & ALIGNME	69729	Oil Change	03/13/2025	88.00	88.00	03/26/2025
22	ALL SERVICE TIRE & ALIGNME	69738	TUBES	03/14/2025	72.00	72.00	03/26/2025
22	ALL SERVICE TIRE & ALIGNME	69750	Flat repair	03/18/2025	20.00	20.00	03/20/2025
22	ALL SERVICE TIRE & ALIGNME	69752	Tire Repair	03/19/2025	20.00	20.00	03/20/2025
Total ALL SERVICE TIRE & ALIGNMENT:					200.00	200.00	
ALPINE ELECTRONICS RADIO SHACK							
402	ALPINE ELECTRONICS RADIO	10315054	POWER CORD	03/11/2025	39.99	39.99	03/20/2025
Total ALPINE ELECTRONICS RADIO SHACK:					39.99	39.99	
AMERIGAS							
10002	AMERIGAS	3174265564	PROPANE 277.2G	02/15/2025	1,370.11	1,370.11	03/26/2025
Total AMERIGAS:					1,370.11	1,370.11	
B&B APPLIANCE LLC							
10007	B&B APPLIANCE LLC	2264	washing machine repair	03/11/2025	125.00	125.00	03/20/2025
Total B&B APPLIANCE LLC:					125.00	125.00	
BALCO UNIFORM COMPANY, INC.							
3371	BALCO UNIFORM COMPANY, IN	82562-2	Uniform-EPSTEIN	03/05/2025	514.00	514.00	03/20/2025
3371	BALCO UNIFORM COMPANY, IN	82562-3	Uniform-EPSTEIN	03/07/2025	309.60	309.60	03/20/2025
3371	BALCO UNIFORM COMPANY, IN	82563	Uniform-EPSTEIN	03/06/2025	1,495.00	1,495.00	03/20/2025
3371	BALCO UNIFORM COMPANY, IN	82677-2	Uniform-oneill	03/04/2025	269.36	269.36	03/20/2025
3371	BALCO UNIFORM COMPANY, IN	82985-2	Uniform-CRANK	03/18/2025	82.00	82.00	03/26/2025
Total BALCO UNIFORM COMPANY, INC.:					2,669.96	2,669.96	
BNSF RAILWAY COMPANY							
10006	BNSF RAILWAY COMPANY	25002876	CONTRACT BF12297	03/12/2025	100.00	100.00	03/26/2025
10006	BNSF RAILWAY COMPANY	25002877	CONTRACT BF12296	03/12/2025	100.00	100.00	03/26/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BNSF RAILWAY COMPANY:					200.00	200.00	
BOUND TREE MEDICAL, LLC							
2662	BOUND TREE MEDICAL, LLC	85682668	Patient Supplies	03/03/2025	186.32	186.32	03/20/2025
2662	BOUND TREE MEDICAL, LLC	85700186	Patient Supplies	03/17/2025	1,314.82	1,314.82	03/20/2025
Total BOUND TREE MEDICAL, LLC:					1,501.14	1,501.14	
BOZEMAN TROPHY & ENGRAVING							
967	BOZEMAN TROPHY & ENGRAVI	30107	NAME BADGE	01/28/2025	15.00	15.00	03/20/2025
Total BOZEMAN TROPHY & ENGRAVING:					15.00	15.00	
BUDGET AUTO GLASS							
89	BUDGET AUTO GLASS	25-3760	Windshield ReplacemENT	02/17/2025	250.00	250.00	03/20/2025
Total BUDGET AUTO GLASS:					250.00	250.00	
BUFFALO RESTORATION INC							
10005	BUFFALO RESTORATION INC	40406	CITY HALL WATER MITIG	03/13/2025	16,545.10	16,545.10	03/26/2025
Total BUFFALO RESTORATION INC:					16,545.10	16,545.10	
CARDINAL TRACKING INC							
10006	CARDINAL TRACKING INC	137977	TICKETTRAK	03/10/2025	350.00	350.00	03/20/2025
Total CARDINAL TRACKING INC:					350.00	350.00	
CENTURYLINK							
162	CENTURYLINK	2025.3.16	406-222-0137- 441b	03/16/2025	98.11	98.11	03/26/2025
Total CENTURYLINK:					98.11	98.11	
CHARGEPOINT INC							
10001	CHARGEPOINT INC	IN327553	REPLACEMENT LATCH	03/18/2025	177.00	177.00	03/26/2025
Total CHARGEPOINT INC:					177.00	177.00	
CHARTER COMMUNICATIONS							
3440	CHARTER COMMUNICATIONS	172677901030	ELEVATOR PHOBE	03/07/2025	50.00	50.00	03/20/2025
Total CHARTER COMMUNICATIONS:					50.00	50.00	
CORE & MAIN LP							
3733	CORE & MAIN LP	V900161	hydrOLOCK KEY	03/06/2025	908.27	908.27	03/20/2025
3733	CORE & MAIN LP	W376045	DBL WIDE BRZ STRAP	03/11/2025	1,747.86	1,747.86	03/20/2025
3733	CORE & MAIN LP	W540388	hydrANT DEFENDER RED	03/11/2025	2,212.10	2,212.10	03/20/2025
3733	CORE & MAIN LP	W594469	COLD ASPHALT	03/13/2025	1,456.00	1,456.00	03/20/2025
Total CORE & MAIN LP:					6,324.23	6,324.23	
DEMCO INC							
199	DEMCO INC	7604891	Book Prep Supplies	02/14/2025	548.34	548.34	03/20/2025
Total DEMCO INC:					548.34	548.34	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ENERGY LABORATORIES, INC.							
424	ENERGY LABORATORIES, INC.	691557	Analysis parameter	02/24/2025	304.00	304.00	03/20/2025
424	ENERGY LABORATORIES, INC.	694393	WATER REPORT	03/12/2025	125.00	125.00	03/20/2025
424	ENERGY LABORATORIES, INC.	695134	Analysis parameter	03/14/2025	304.00	304.00	03/20/2025
Total ENERGY LABORATORIES, INC.:					733.00	733.00	
FERGUSON WATERWORKS #1701							
2386	FERGUSON WATERWORKS #17	0915202	ANTENNA	03/03/2025	1,028.20	1,028.20	03/20/2025
Total FERGUSON WATERWORKS #1701:					1,028.20	1,028.20	
FISHER SAND AND GRAVEL							
2904	FISHER SAND AND GRAVEL	41338	ConcreteE SAND	02/28/2025	425.96	425.96	03/20/2025
2904	FISHER SAND AND GRAVEL	41601	3" PIT RUN	03/08/2025	995.89	995.89	03/20/2025
Total FISHER SAND AND GRAVEL:					1,421.85	1,421.85	
FORT HARRISON INN							
10000	FORT HARRISON INN	48333	ROOM	02/28/2025	196.00	196.00	03/20/2025
Total FORT HARRISON INN:					196.00	196.00	
FOUR CORNERS RECYCLING, LLC							
2919	FOUR CORNERS RECYCLING,	5515	Pull fees	02/28/2025	5,089.55	5,089.55	03/20/2025
2919	FOUR CORNERS RECYCLING,	CM5515	Credit	02/28/2025	2,360.90-	2,360.90-	03/20/2025
Total FOUR CORNERS RECYCLING, LLC:					2,728.65	2,728.65	
FRONTLINE AG SOLUTIONS, LLC							
2516	FRONTLINE AG SOLUTIONS, LL	1207005	HY GARD	03/10/2025	103.50	103.50	03/20/2025
2516	FRONTLINE AG SOLUTIONS, LL	1207232	AIR CLEANE	03/11/2025	43.00	43.00	03/20/2025
Total FRONTLINE AG SOLUTIONS, LLC:					146.50	146.50	
GALLATIN COUNTY							
10007	GALLATIN COUNTY	01435401	BIOSOLIDS	03/10/2025	41.00	41.00	03/20/2025
10007	GALLATIN COUNTY	1435598	BIOSOLIDS	03/11/2025	110.00	110.00	03/20/2025
Total GALLATIN COUNTY:					151.00	151.00	
GARLINGTON, LOHN & ROBINSON PLLP							
10007	GARLINGTON, LOHN & ROBINS	16840-001	LAND USE MATTERS	02/14/2025	250.00	250.00	03/26/2025
Total GARLINGTON, LOHN & ROBINSON PLLP:					250.00	250.00	
GRADY, MITCH							
3737	GRADY, MITCH	1APQ	REIMB-BOOKS WHEATGRASS	02/25/2025	140.80	140.80	03/20/2025
3737	GRADY, MITCH	1YIH	REIMB-BOOKS ELK RIVER	02/25/2025	191.16	191.16	03/20/2025
Total GRADY, MITCH:					331.96	331.96	
HANSER'S AUTOMOTIVE & WRECKER							
1687	HANSER'S AUTOMOTIVE & WR	LIV5444	Towing	03/17/2025	100.00	100.00	03/20/2025
1687	HANSER'S AUTOMOTIVE & WR	LIV5445	Towing	03/17/2025	100.00	100.00	03/20/2025
1687	HANSER'S AUTOMOTIVE & WR	LIV5446	Towing	03/17/2025	100.00	100.00	03/20/2025
1687	HANSER'S AUTOMOTIVE & WR	LIV6909	Towing	03/17/2025	100.00	100.00	03/20/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1687	HANSER'S AUTOMOTIVE & WR	LIV6910	Towing	03/17/2025	100.00	100.00	03/20/2025
Total HANSER'S AUTOMOTIVE & WRECKER:					500.00	500.00	
HAWKINS, INC							
470	HAWKINS, INC	6996253	VALVE, REMOTE METER	02/25/2025	2,975.00	2,975.00	03/20/2025
470	HAWKINS, INC	7012546	Chlorine cylinder	03/19/2025	490.71	490.71	03/26/2025
470	HAWKINS, INC	7013450	Chlor cylinder	03/15/2025	60.00	60.00	03/26/2025
Total HAWKINS, INC:					3,525.71	3,525.71	
HERRERA ENVIRONMENTAL CONSULTANTS INC							
10005	HERRERA ENVIRONMENTAL C	58607	PROFESSIONAL SERVICES	03/11/2025	853.75	853.75	03/20/2025
Total HERRERA ENVIRONMENTAL CONSULTANTS INC:					853.75	853.75	
IMAGE TREND, INC							
3704	IMAGE TREND, INC	PS-INV114075	COMMUNITY HEALTH	02/28/2025	5,152.05	5,152.05	03/26/2025
Total IMAGE TREND, INC:					5,152.05	5,152.05	
JENNIFER SEVERSON							
10004	JENNIFER SEVERSON	2025.3.23	REIMB-SUPPLIES	03/23/2025	11.49	11.49	03/26/2025
10004	JENNIFER SEVERSON	2025.3.23	REIMB-SUPPLIES	03/23/2025	41.98	41.98	03/26/2025
Total JENNIFER SEVERSON:					53.47	53.47	
JORDAN VIEGUT							
10007	JORDAN VIEGUT	2025.3.1	TUITION REIMB	03/01/2025	5,442.50	5,442.50	03/20/2025
Total JORDAN VIEGUT:					5,442.50	5,442.50	
KAUFMANN'S OVERHEAD DOOR, INC.							
1796	KAUFMANN'S OVERHEAD DOO	25-0335	DOOR REPAIR	03/19/2025	818.00	818.00	03/26/2025
1796	KAUFMANN'S OVERHEAD DOO	25-0335	DOOR REPAIR	03/19/2025	818.00	818.00	03/26/2025
Total KAUFMANN'S OVERHEAD DOOR, INC.:					1,636.00	1,636.00	
KELLEY CREATE							
10006	KELLEY CREATE	38820571	AGREEMENT 112-3075248	03/21/2025	281.49	281.49	03/26/2025
Total KELLEY CREATE:					281.49	281.49	
KELLEY, DARREN							
3585	KELLEY, DARREN	3071884	REIMB-TRAINING	03/18/2025	41.95	41.95	03/20/2025
Total KELLEY, DARREN:					41.95	41.95	
KEN'S EQUIPMENT REPAIR, INC							
1390	KEN'S EQUIPMENT REPAIR, IN	64082	HOSE FITTING	01/31/2025	492.10	492.10	03/20/2025
1390	KEN'S EQUIPMENT REPAIR, IN	64090	COUPLER	02/04/2025	240.70	240.70	03/20/2025
1390	KEN'S EQUIPMENT REPAIR, IN	64160	R&R BROKEN HUBCAP	02/17/2025	98.25	98.25	03/20/2025
1390	KEN'S EQUIPMENT REPAIR, IN	64166	TIRE CHAIN	02/18/2025	577.50	577.50	03/20/2025
1390	KEN'S EQUIPMENT REPAIR, IN	64197	FITTINGS	02/25/2025	118.90	118.90	03/20/2025
Total KEN'S EQUIPMENT REPAIR, INC:					1,527.45	1,527.45	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
KIMBALL MIDWEST							
2863	KIMBALL MIDWEST	103146208	FLAT WASHERS	03/10/2025	89.25	89.25	03/20/2025
2863	KIMBALL MIDWEST	103149623	COTTER PIN, FITTINGS	03/11/2025	1,127.21	1,127.21	03/20/2025
Total KIMBALL MIDWEST:					1,216.46	1,216.46	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	2227928	Water	03/05/2025	32.00	32.00	03/20/2025
2830	LEHRKIND'S COCA-COLA	2227929	Water	03/05/2025	13.50	13.50	03/20/2025
2830	LEHRKIND'S COCA-COLA	2231334	Water	03/19/2025	18.00	18.00	03/20/2025
2830	LEHRKIND'S COCA-COLA	2231335	Water	03/18/2025	42.00	42.00	03/20/2025
Total LEHRKIND'S COCA-COLA:					105.50	105.50	
LIVINGSTON UTILITY BILLING							
147	LIVINGSTON UTILITY BILLING	2025.3.5	1012100 228 W CALLENDER	03/05/2025	173.14	173.14	03/20/2025
Total LIVINGSTON UTILITY BILLING:					173.14	173.14	
LOCAL GOVERNMENT SERVICES							
400	LOCAL GOVERNMENT SERVIC	5235	AFR Filing Fee	03/06/2025	2,500.00	2,500.00	03/26/2025
Total LOCAL GOVERNMENT SERVICES:					2,500.00	2,500.00	
MASTERCARD							
3184	MASTERCARD	2025_01 CHAB	R1 Equipment	02/01/2025	3,509.87	3,509.87	02/05/2025
3184	MASTERCARD	2025_01 DELA	HEATED GLOVE LINTER	02/01/2025	129.99	129.99	02/05/2025
3184	MASTERCARD	2025_01 FETT	LETTER OPENERS	02/01/2025	18.00	18.00	02/05/2025
3184	MASTERCARD	2025_01 FETT	BINDERS	02/01/2025	43.37	43.37	02/05/2025
3184	MASTERCARD	2025_01 FETT	SADDLE STOOL	02/01/2025	89.00	89.00	02/05/2025
3184	MASTERCARD	2025_01 FETT	TOILET PAPER	02/01/2025	55.98	55.98	02/05/2025
3184	MASTERCARD	2025_01 FETT	OFFICE SUPPLIES	02/01/2025	110.38	110.38	02/05/2025
3184	MASTERCARD	2025_01 FETT	OFFICE SUPPLIES	02/01/2025	57.45	57.45	02/05/2025
3184	MASTERCARD	2025_01 FETT	COMPUTER SUPPLIES	02/01/2025	34.98	34.98	02/05/2025
3184	MASTERCARD	2025_01 FETT	CONTINUE EDUCATION	02/01/2025	439.20-	439.20-	02/05/2025
3184	MASTERCARD	2025_01 FETT	GFOA ANNUAL CONFERENCE	02/01/2025	525.00	525.00	02/05/2025
3184	MASTERCARD	2025_01 GAG	Monthly Subscription (MailChimp)	02/01/2025	60.00	60.00	02/05/2025
3184	MASTERCARD	2025_01 GAG	Monthly Subscription (ChatGPT)	02/01/2025	20.00	20.00	02/05/2025
3184	MASTERCARD	2025_01 GAG	Document Recordation	02/01/2025	148.12	148.12	02/05/2025
3184	MASTERCARD	2025_01 GAG	Monthly Subscription (ChatGPT)	02/01/2025	20.00	20.00	02/05/2025
3184	MASTERCARD	2025_01 GAG	Monthly Subscription (Zoom)	02/01/2025	40.00	40.00	02/05/2025
3184	MASTERCARD	2025_01 GAR	Travel/Lodging/Meals	02/01/2025	153.59	153.59	02/05/2025
3184	MASTERCARD	2025_01 GILB	Employee IDs	02/01/2025	72.84	72.84	02/05/2025
3184	MASTERCARD	2025_01 GILB	Dishwasher	02/01/2025	30.09	30.09	02/05/2025
3184	MASTERCARD	2025_01 GILB	Snow Shovel	02/01/2025	99.98	99.98	02/05/2025
3184	MASTERCARD	2025_01 GILB	R1 Equipment	02/01/2025	434.94	434.94	02/05/2025
3184	MASTERCARD	2025_01 GILB	PCRFD Training	02/01/2025	105.00	105.00	02/05/2025
3184	MASTERCARD	2025_01 GILB	R1 Equipment	02/01/2025	104.44	104.44	02/05/2025
3184	MASTERCARD	2025_01 GLAS	fax	02/01/2025	34.99	34.99	02/05/2025
3184	MASTERCARD	2025_01 GLAS	processing fee	02/01/2025	.31	.31	02/05/2025
3184	MASTERCARD	2025_01 GLAS	toner & sticky notes	02/01/2025	794.02	794.02	02/05/2025
3184	MASTERCARD	2025_01 GLAS	Paper Clips	02/01/2025	10.13	10.13	02/05/2025
3184	MASTERCARD	2025_01 GLAS	Binder Clips	02/01/2025	28.79	28.79	02/05/2025
3184	MASTERCARD	2025_01 GRA	subscription	02/01/2025	130.00	130.00	02/05/2025
3184	MASTERCARD	2025_01 GRA	subscription fee	02/01/2025	1.17	1.17	02/05/2025
3184	MASTERCARD	2025_01 GRA	3 books	02/01/2025	46.16	46.16	02/05/2025
3184	MASTERCARD	2025_01 GRA	ice melt	02/01/2025	7.00	7.00	02/05/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2025_01 GRA	laptop power; macbook pro c char	02/01/2025	82.38	82.38	02/05/2025
3184	MASTERCARD	2025_01 GRA	5 books	02/01/2025	138.30	138.30	02/05/2025
3184	MASTERCARD	2025_01 GRA	2 of Dell 65W USB-C Laptop Char	02/01/2025	45.80	45.80	02/05/2025
3184	MASTERCARD	2025_01 GRA	1 book	02/01/2025	49.95	49.95	02/05/2025
3184	MASTERCARD	2025_01 GRA	postage to 59436; 73099; 98501;	02/01/2025	28.53	28.53	02/05/2025
3184	MASTERCARD	2025_01 GRA	refund on 10312928	02/01/2025	39.99-	39.99-	02/05/2025
3184	MASTERCARD	2025_01 GRA	16 books	02/01/2025	331.96	331.96	02/05/2025
3184	MASTERCARD	2025_01 GRA	3 books	02/01/2025	43.47	43.47	02/05/2025
3184	MASTERCARD	2025_01 GRA	1 book	02/01/2025	15.79	15.79	02/05/2025
3184	MASTERCARD	2025_01 GRA	1 book	02/01/2025	6.49	6.49	02/05/2025
3184	MASTERCARD	2025_01 GRA	postage to 59722; 98501; 59068;	02/01/2025	26.26	26.26	02/05/2025
3184	MASTERCARD	2025_01 GRA	ice melt	02/01/2025	14.00	14.00	02/05/2025
3184	MASTERCARD	2025_01 GRA	1 book	02/01/2025	13.18	13.18	02/05/2025
3184	MASTERCARD	2025_01 GRA	3 books	02/01/2025	51.00	51.00	02/05/2025
3184	MASTERCARD	2025_01 GRA	20 books	02/01/2025	208.34	208.34	02/05/2025
3184	MASTERCARD	2025_01 GRA	20 books	02/01/2025	437.52	437.52	02/05/2025
3184	MASTERCARD	2025_01 GRA	postage to 57117; 60137; 59034;	02/01/2025	41.57	41.57	02/05/2025
3184	MASTERCARD	2025_01 GRA	tape, bandages	02/01/2025	51.94	51.94	02/05/2025
3184	MASTERCARD	2025_01 GRA	3 books	02/01/2025	37.97	37.97	02/05/2025
3184	MASTERCARD	2025_01 GRA	4 iphone headphones adapters; 4	02/01/2025	39.96	39.96	02/05/2025
3184	MASTERCARD	2025_01 GRA	6 books	02/01/2025	149.08	149.08	02/05/2025
3184	MASTERCARD	2025_01 GRA	2 books	02/01/2025	30.40	30.40	02/05/2025
3184	MASTERCARD	2025_01 GRA	1 book	02/01/2025	23.20	23.20	02/05/2025
3184	MASTERCARD	2025_01 GRA	subscription Livingston Enterprise	02/01/2025	181.65	181.65	02/05/2025
3184	MASTERCARD	2025_01 GRA	9 books	02/01/2025	197.60	197.60	02/05/2025
3184	MASTERCARD	2025_01 GRA	postage to 57197; 03435; 85635;	02/01/2025	19.02	19.02	02/05/2025
3184	MASTERCARD	2025_01 HAR	Vehicle registration	02/01/2025	36.97	36.97	02/05/2025
3184	MASTERCARD	2025_01 HAR	Ammunition	02/01/2025	52.00	52.00	02/05/2025
3184	MASTERCARD	2025_01 HAR	Training regristration	02/01/2025	869.00	869.00	02/05/2025
3184	MASTERCARD	2025_01 HAR	refund	02/01/2025	14.99-	14.99-	02/05/2025
3184	MASTERCARD	2025_01 HAR	Training regristration	02/01/2025	320.00	320.00	02/05/2025
3184	MASTERCARD	2025_01 HOFF	ucc ssl renewal	02/01/2025	299.99	299.99	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Travel/Lodging/Meals	02/01/2025	168.60	168.60	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies	02/01/2025	3.51	3.51	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies	02/01/2025	3.51	3.51	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies	02/01/2025	30.49	30.49	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies	02/01/2025	3.50	3.50	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies	02/01/2025	3.50	3.50	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Repair & Maintenance Supplies- V	02/01/2025	23.99	23.99	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies	02/01/2025	40.77	40.77	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies	02/01/2025	40.77	40.77	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies	02/01/2025	40.78	40.78	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies	02/01/2025	40.78	40.78	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies	02/01/2025	40.78	40.78	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies	02/01/2025	40.78	40.78	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies	02/01/2025	7.95	7.95	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies	02/01/2025	7.96	7.96	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies	02/01/2025	7.96	7.96	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies	02/01/2025	7.96	7.96	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies	02/01/2025	7.96	7.96	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Laboratory Supplies	02/01/2025	24.89	24.89	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Travel/Lodging/Meals	02/01/2025	816.96	816.96	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Travel/Lodging/Meals	02/01/2025	816.96	816.96	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Travel/Lodging/Meals	02/01/2025	9.99	9.99	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Travel/Lodging/Meals	02/01/2025	9.99	9.99	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Repair & Maintenance Supplies	02/01/2025	38.09	38.09	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Repair & Maintenance Supplies- V	02/01/2025	78.82	78.82	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Fuel- Mazda	02/01/2025	30.00	30.00	02/05/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2025_01 KINNI	Repair & Maintenance Supplies- V	02/01/2025	78.83	78.83	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Facilities Operating Supplies	02/01/2025	273.00	273.00	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Repair & Maintenance Supplies- V	02/01/2025	17.32	17.32	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies- Adam	02/01/2025	23.99	23.99	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies- Adam	02/01/2025	23.99	23.99	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies- Adam	02/01/2025	24.00	24.00	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies- Adam	02/01/2025	24.00	24.00	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies- Adam	02/01/2025	24.00	24.00	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies- Whiteboard	02/01/2025	29.09	29.09	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies- Whiteboard	02/01/2025	29.09	29.09	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies- Whiteboard	02/01/2025	29.09	29.09	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Office Supplies- Whiteboard	02/01/2025	29.09	29.09	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Member Registration Fees	02/01/2025	6.00	6.00	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Member Registration Fees	02/01/2025	6.00	6.00	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Member Registration Fees	02/01/2025	6.00	6.00	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Member Registration Fees	02/01/2025	6.00	6.00	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Member Registration Fees	02/01/2025	6.00	6.00	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Safety & Risk Mgmt Supplies	02/01/2025	15.00	15.00	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Operating Supplies	02/01/2025	6.82	6.82	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Operating Supplies	02/01/2025	6.82	6.82	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Operating Supplies	02/01/2025	6.82	6.82	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Operating Supplies	02/01/2025	6.83	6.83	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Operating Supplies	02/01/2025	6.83	6.83	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Operating Supplies	02/01/2025	58.11	58.11	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Operating Supplies	02/01/2025	58.12	58.12	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Operating Supplies	02/01/2025	58.12	58.12	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Operating Supplies	02/01/2025	58.12	58.12	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Operating Supplies	02/01/2025	58.12	58.12	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Operating Supplies	02/01/2025	58.12	58.12	02/05/2025
3184	MASTERCARD	2025_01 KINNI	Reserve FF1	02/01/2025	10.00	10.00	02/05/2025
3184	MASTERCARD	2025_01 PURK	File 941	02/01/2025	5.95	5.95	02/05/2025
3184	MASTERCARD	2025_01 PURK	Medwrite	02/01/2025	4,649.56	4,649.56	02/05/2025
3184	MASTERCARD	2025_01 RUBI	Salad and Water for Safe Driving	02/01/2025	19.64	19.64	02/05/2025
3184	MASTERCARD	2025_01 RUBI	Pizza for Safe Driving Class (multi	02/01/2025	86.98	86.98	02/05/2025
3184	MASTERCARD	2025_01 SEVE	Supplies Code Update Open Hou	02/01/2025	72.00	72.00	02/05/2025
3184	MASTERCARD	2025_01 SEVE	Zoom Monthly Subscription- Plan	02/01/2025	56.59	56.59	02/05/2025
3184	MASTERCARD	2025_01 SKAG	Repair & Maintenance Supplies	02/01/2025	390.00	390.00	02/05/2025
3184	MASTERCARD	2025_01 STOR	Street Dept. R&M Vehicle Supplie	02/01/2025	380.00	380.00	02/05/2025
3184	MASTERCARD	2025_01 TARR	Youth Basketball Coach Training	02/01/2025	200.00	200.00	02/05/2025
3184	MASTERCARD	2025_01 TARR	Rec Department - State Associati	02/01/2025	120.00	120.00	02/05/2025
3184	MASTERCARD	2025_01 TARR	Parks Department - State Associa	02/01/2025	120.00	120.00	02/05/2025
3184	MASTERCARD	2025_01 TARR	Office Supplies	02/01/2025	41.34	41.34	02/05/2025
3184	MASTERCARD	2025_01 TARR	Office Supplies	02/01/2025	82.77	82.77	02/05/2025
3184	MASTERCARD	2025_01 TARR	Youth Basketball Coach Training	02/01/2025	285.00	285.00	02/05/2025
3184	MASTERCARD	2025_01 TARR	Office Supplies	02/01/2025	24.90	24.90	02/05/2025
3184	MASTERCARD	2025_01 TARR	Office Supplies	02/01/2025	124.35	124.35	02/05/2025
3184	MASTERCARD	2025_01 TARR	Office Supplies	02/01/2025	87.76	87.76	02/05/2025
3184	MASTERCARD	2025_01 TARR	Office Supplies	02/01/2025	98.49	98.49	02/05/2025
3184	MASTERCARD	2025_01 TARR	Youth Basketball Operation	02/01/2025	159.00	159.00	02/05/2025
3184	MASTERCARD	2025_01 TARR	Youth Basketball Coach Training	02/01/2025	150.00	150.00	02/05/2025
3184	MASTERCARD	2025_01 TARR	Gym Floor Protection Surface	02/01/2025	352.88	352.88	02/05/2025
3184	MASTERCARD	2025_01 TARR	Safe Sitter	02/01/2025	14.50	14.50	02/05/2025
3184	MASTERCARD	2025_01 TARR	Safe Sitter Class Materials	02/01/2025	28.50	28.50	02/05/2025
3184	MASTERCARD	2025_01 TARR	Annual Association Membership	02/01/2025	180.00	180.00	02/05/2025
3184	MASTERCARD	2025_01 TARR	Communication Tool	02/01/2025	20.00	20.00	02/05/2025
3184	MASTERCARD	2025_01 TARR	Communication Tool	02/01/2025	1.65	1.65	02/05/2025
3184	MASTERCARD	2025_01 TARR	Youth Basketball Operation	02/01/2025	79.38	79.38	02/05/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2025_01 TARR	Concessions	02/01/2025	147.12	147.12	02/05/2025
3184	MASTERCARD	2025_01 TARR	Concessions	02/01/2025	57.74	57.74	02/05/2025
3184	MASTERCARD	2025_01 TARR	MTRPA Conference Registration	02/01/2025	1,137.92	1,137.92	02/05/2025
3184	MASTERCARD	2025_01 TARR	Parks Superintendent Conference	02/01/2025	350.04	350.04	02/05/2025
3184	MASTERCARD	2025_01 TARR	Social Media Advertising	02/01/2025	58.28	58.28	02/05/2025
3184	MASTERCARD	2025_01 TIDW	Sewer Treatment Plant- Laborator	02/01/2025	44.95	44.95	02/05/2025
3184	MASTERCARD	2025_01 TIDW	Sewer Treatment Plant Subscripti	02/01/2025	52.75	52.75	02/05/2025
3184	MASTERCARD	2025_01 TIDW	Sewer Treatment Plant Computer	02/01/2025	295.62	295.62	02/05/2025
3184	MASTERCARD	2025_01 TIDW	Sewer Treatment Plant- Vehicle R	02/01/2025	25.99	25.99	02/05/2025
3184	MASTERCARD	2025_01 TIDW	Sewer Treatment Plant Computer	02/01/2025	110.43	110.43	02/05/2025
3184	MASTERCARD	2025_01 TIDW	Sewer Treatment Plant- Vehicle R	02/01/2025	21.89	21.89	02/05/2025
3184	MASTERCARD	2025_01 TIDW	Sewer Treatment Plant- Vehicle R	02/01/2025	238.38	238.38	02/05/2025
3184	MASTERCARD	2025_01 TIDW	Sewer Treatment Plant- R&M Sup	02/01/2025	8.99	8.99	02/05/2025
3184	MASTERCARD	2025_01 TIDW	Sewer Treatment Plant- R&M Sup	02/01/2025	31.20	31.20	02/05/2025
3184	MASTERCARD	2025_01 TIDW	Sewer Treatment Plant-R&M Sup	02/01/2025	752.40	752.40	02/05/2025
3184	MASTERCARD	2025_01 TIDW	Sewer Treatment Plant- Laborator	02/01/2025	84.57	84.57	02/05/2025
3184	MASTERCARD	2025_01 TIDW	Sewer Treatment Plant- R&M Sup	02/01/2025	79.68	79.68	02/05/2025
3184	MASTERCARD	2025_01 TIDW	Sewer Treatment Plant- Vehicle R	02/01/2025	154.92	154.92	02/05/2025
3184	MASTERCARD	2025_01 TIDW	Sewer Treatment Plant-R&M Sup	02/01/2025	612.75	612.75	02/05/2025
3184	MASTERCARD	2025_01 TIDW	Sewer Treatment Plant- R&M Sup	02/01/2025	778.00	778.00	02/05/2025
3184	MASTERCARD	2025_01 TIDW	Sewer Treatment Plant- R&M Sup	02/01/2025	130.00	130.00	02/05/2025
3184	MASTERCARD	2025_01 TIDW	Sewer Treatment Plant- R&M Sup	02/01/2025	96.85	96.85	02/05/2025
3184	MASTERCARD	2025_01 TIDW	Sewer Treatment Plant- Laborator	02/01/2025	19.98	19.98	02/05/2025
3184	MASTERCARD	2025_01 TOW	Water Department- R&M- Vehicle	02/01/2025	78.43	78.43	02/05/2025
3184	MASTERCARD	2025_01 TOW	Water Department- Well/Meter/Hy	02/01/2025	1,086.00	1,086.00	02/05/2025
Total MASTERCARD:					27,871.61	27,871.61	
MICHELE BOYD							
10003	MICHELE BOYD	175	REIMB PROGRAM SUPPLIES	02/20/2025	13.96	13.96	03/20/2025
10003	MICHELE BOYD	218580	REIMB-PROGRAM SUPPLIES	02/01/2025	10.99	10.99	03/20/2025
Total MICHELE BOYD:					24.95	24.95	
MISC							
99999	MISC	TK2024-0357	RESTITUTION	03/10/2025	4,885.75	4,885.75	03/10/2025
Total MISC:					4,885.75	4,885.75	
MONTANA AIR CARTAGE							
3808	MONTANA AIR CARTAGE	LVQ22825	Courier CONTRACT	03/01/2025	345.40	345.40	03/20/2025
Total MONTANA AIR CARTAGE:					345.40	345.40	
MONTANA FLAG AND POLE							
10003	MONTANA FLAG AND POLE	INV2025-016	FLAGS	03/10/2025	1,420.89	1,420.89	03/20/2025
Total MONTANA FLAG AND POLE:					1,420.89	1,420.89	
MONTANA LINEN SUPPLY LLC							
10007	MONTANA LINEN SUPPLY LLC	499561	CITY HALL	03/21/2025	126.95	126.95	03/26/2025
10007	MONTANA LINEN SUPPLY LLC	499562	330 BENNETT	03/21/2025	22.81	22.81	03/26/2025
10007	MONTANA LINEN SUPPLY LLC	499562	330 BENNETT	03/21/2025	22.81	22.81	03/26/2025
10007	MONTANA LINEN SUPPLY LLC	499562	330 BENNETT	03/21/2025	22.81	22.81	03/26/2025
10007	MONTANA LINEN SUPPLY LLC	499562	330 BENNETT	03/21/2025	22.82	22.82	03/26/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MONTANA LINEN SUPPLY LLC:					218.20	218.20	
MONTANA MUNICIPAL INTERLOCAL AUTHORITY							
10002	MONTANA MUNICIPAL INTERLO	DR1005708	EV2024012320	02/28/2025	45.00	45.00	03/20/2025
Total MONTANA MUNICIPAL INTERLOCAL AUTHORITY:					45.00	45.00	
MONTANA STATE LIBRARY							
1344	MONTANA STATE LIBRARY	2024.5.2	MT SHARED CATALOG	05/02/2024	6,875.64	6,875.64	03/20/2025
Total MONTANA STATE LIBRARY:					6,875.64	6,875.64	
MOTOROLA							
2634	MOTOROLA	1411160139	ANNUAL LICENSE	02/06/2025	413.21	413.21	03/20/2025
Total MOTOROLA:					413.21	413.21	
MOUNTAIN MOBILE AUTO GLASS							
2106	MOUNTAIN MOBILE AUTO GLAS	22602	WINDSHIELD REPLACEMENT	03/11/2025	735.00	735.00	03/20/2025
Total MOUNTAIN MOBILE AUTO GLASS:					735.00	735.00	
NEW YORK LIFE INSURANCE COMPANY							
10006	NEW YORK LIFE INSURANCE C	28498296	28498296-GAGER	03/05/2025	330.80	330.80	03/20/2025
Total NEW YORK LIFE INSURANCE COMPANY:					330.80	330.80	
NORDIC FIRE DEFENSE							
10006	NORDIC FIRE DEFENSE	1269	RECHARGING FIRE EXTING	03/05/2025	45.00	45.00	03/20/2025
10006	NORDIC FIRE DEFENSE	1281	REBUILDING EXTINGUISHER	03/18/2025	50.00	50.00	03/26/2025
Total NORDIC FIRE DEFENSE:					95.00	95.00	
NORTHWESTERN ENERGY							
151	NORTHWESTERN ENERGY	0107897-1 202	228 W CALLENDER	03/11/2025	1,436.68	1,436.68	03/20/2025
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	03/14/2025	566.30	566.30	03/26/2025
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	03/14/2025	566.30	566.30	03/26/2025
151	NORTHWESTERN ENERGY	0709794-2 202	WRF 316 Bennett	03/07/2025	6,579.66	6,579.66	03/26/2025
151	NORTHWESTERN ENERGY	0709796-7 202	97 View Vista Drive	03/14/2025	6.00	6.00	03/26/2025
151	NORTHWESTERN ENERGY	0709869-2 202	Carol Lane	03/14/2025	120.63	120.63	03/26/2025
151	NORTHWESTERN ENERGY	0709870-0 202	G Street Park - 422 S G	03/14/2025	106.08	106.08	03/26/2025
151	NORTHWESTERN ENERGY	0709871-8 202	Star Addition - Lights	03/14/2025	277.54	277.54	03/26/2025
151	NORTHWESTERN ENERGY	0709873-4 202	800 W Cambridge - Pump Station	03/14/2025	22.81	22.81	03/26/2025
151	NORTHWESTERN ENERGY	0709874-2 202	Werner Addition Pump	03/10/2025	276.06	276.06	03/26/2025
151	NORTHWESTERN ENERGY	0709875-9 202	900 River Drive Pump	03/10/2025	3,867.78	3,867.78	03/26/2025
151	NORTHWESTERN ENERGY	0709876-7 202	132 South B Street - B St Well	03/11/2025	1,589.62	1,589.62	03/26/2025
151	NORTHWESTERN ENERGY	0709878-3 202	227 River Drive - Concessions sta	03/11/2025	23.80	23.80	03/26/2025
151	NORTHWESTERN ENERGY	0709879-1 202	227 River Drive - Softball Field	03/11/2025	8.70	8.70	03/26/2025
151	NORTHWESTERN ENERGY	0709891-6 202	15 Fleshman Creek-Cemetery Wo	03/14/2025	.00	.00	
151	NORTHWESTERN ENERGY	0709892-4 202	40 Water Tower Avenue	03/14/2025	49.93	49.93	03/26/2025
151	NORTHWESTERN ENERGY	0709894-0 202	56 Water Tower	03/07/2025	1,254.70	1,254.70	03/26/2025
151	NORTHWESTERN ENERGY	0709914-6 202	1011 River Dr - Edge Water Sewe	03/10/2025	97.74	97.74	03/26/2025
151	NORTHWESTERN ENERGY	0719058-0 202	3 Rogers Lane Lift Station	03/10/2025	267.83	267.83	03/26/2025
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	03/07/2025	.00	.00	
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	03/07/2025	.00	.00	
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	03/07/2025	.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	0720176-7 202	Weimer Park	03/14/2025	8.82	8.82	03/26/2025
151	NORTHWESTERN ENERGY	1134866-1 202	N 2nd & Montana & Chinook	03/14/2025	46.84	46.84	03/26/2025
151	NORTHWESTERN ENERGY	1134879-4 202	N 7th & Montana & Chinook	03/14/2025	25.53	25.53	03/26/2025
151	NORTHWESTERN ENERGY	1155965-5 202	229 River Drive	03/14/2025	6.00	6.00	03/26/2025
151	NORTHWESTERN ENERGY	1290352-2 202	School Flasher Park & 13th	03/14/2025	9.48	9.48	03/26/2025
151	NORTHWESTERN ENERGY	1441030-2 202	D & Geyser Well House	03/11/2025	1,836.89	1,836.89	03/26/2025
151	NORTHWESTERN ENERGY	1452951-5 202	Starlow on Monroe	03/10/2025	1,602.61	1,602.61	03/26/2025
151	NORTHWESTERN ENERGY	1493850-0 202	412 W Callender	03/14/2025	51.67	51.67	03/26/2025
151	NORTHWESTERN ENERGY	1498936-2 202	I90 & 89S-ing	03/14/2025	6.26	6.26	03/26/2025
151	NORTHWESTERN ENERGY	1594141-2 202	9th & 10th Lift Station	03/10/2025	71.10	71.10	03/26/2025
151	NORTHWESTERN ENERGY	1613803-4 202	M & N on Callender	03/14/2025	37.37	37.37	03/26/2025
151	NORTHWESTERN ENERGY	1728687-3 202	Transfer Station 408 Bennett Stre	03/07/2025	1,026.65	1,026.65	03/26/2025
151	NORTHWESTERN ENERGY	1747570-8 202	D & E on Callender	03/14/2025	24.55	24.55	03/26/2025
151	NORTHWESTERN ENERGY	1747572-4 202	F & G on Callender	03/14/2025	12.45	12.45	03/26/2025
151	NORTHWESTERN ENERGY	1893530-4 202	600 W Park	03/14/2025	38.02	38.02	03/26/2025
151	NORTHWESTERN ENERGY	1893536-1 202	E Street & Alley	03/14/2025	20.14	20.14	03/26/2025
151	NORTHWESTERN ENERGY	1893541-1 202	18 W Park	03/14/2025	100.05	100.05	03/26/2025
151	NORTHWESTERN ENERGY	1906055-7 202	815 North 13th - Soccer Fields (Irr	03/14/2025	.00	.00	
151	NORTHWESTERN ENERGY	2023479-5 202	900 W Geyser Street School Light	03/14/2025	6.53	6.53	03/26/2025
151	NORTHWESTERN ENERGY	2023484-5 202	1100 W Geyser Street School Lig	03/14/2025	6.40	6.40	03/26/2025
151	NORTHWESTERN ENERGY	2114861-4 202	132 South B Street Lights	03/14/2025	137.66	137.66	03/26/2025
151	NORTHWESTERN ENERGY	2138754-3 202	G Street Park - Mike Webb Park	03/14/2025	15.54	15.54	03/26/2025
151	NORTHWESTERN ENERGY	2171060-3 202	Scale House 408 Bennett Street	03/14/2025	103.82	103.82	03/26/2025
151	NORTHWESTERN ENERGY	3015965-1 202	330 Bennett - Fire Training Center	03/14/2025	92.90	92.90	03/26/2025
151	NORTHWESTERN ENERGY	3093003-6 202	114 West Summit	03/14/2025	17.98	17.98	03/26/2025
151	NORTHWESTERN ENERGY	3093023-4 202	320 North Main	03/14/2025	.00	.00	
151	NORTHWESTERN ENERGY	3093027-5 202	105 West Park	03/14/2025	21.18	21.18	03/26/2025
151	NORTHWESTERN ENERGY	3141997-1 202	C & D on Lewis	03/14/2025	11.08	11.08	03/26/2025
151	NORTHWESTERN ENERGY	3184602-5 202	202 South 2nd	03/14/2025	22.53	22.53	03/26/2025
151	NORTHWESTERN ENERGY	3210240-2 202	616 River Drive	03/14/2025	6.00	6.00	03/26/2025
151	NORTHWESTERN ENERGY	3258086-2 202	2800 East Park Lift Station	03/14/2025	461.22	461.22	03/26/2025
151	NORTHWESTERN ENERGY	3258262-9 202	320 Alpenglow Lift Station	03/07/2025	276.43	276.43	03/26/2025
151	NORTHWESTERN ENERGY	3267010-1 202	330 Bennett - Compactor	03/07/2025	538.14	538.14	03/26/2025
151	NORTHWESTERN ENERGY	3287727-6 202	320 Alpenglow LN-	03/14/2025	38.41	38.41	03/26/2025
151	NORTHWESTERN ENERGY	3386783-9 202	Btwn G and H on Clark	03/14/2025	31.90	31.90	03/26/2025
151	NORTHWESTERN ENERGY	3386845-6 202	Btwn I and K on Callender	03/14/2025	23.66	23.66	03/26/2025
151	NORTHWESTERN ENERGY	3386846-4 202	Btwn 7th and 8th on Summit	03/14/2025	8.17	8.17	03/26/2025
151	NORTHWESTERN ENERGY	3506014-4 202	Brookstone/Elm	03/14/2025	.00	.00	
151	NORTHWESTERN ENERGY	3566038-0 202	114 East Callender	03/14/2025	29.39	29.39	03/26/2025
151	NORTHWESTERN ENERGY	3566039-8 202	115 East Lewis	03/14/2025	33.14	33.14	03/26/2025
151	NORTHWESTERN ENERGY	3585235-9 202	New WRF 316 Bennett	03/07/2025	23,820.58	23,820.58	03/26/2025
151	NORTHWESTERN ENERGY	3643752-3 202	115 East Clark	03/14/2025	.00	.00	
151	NORTHWESTERN ENERGY	3643753-1 202	112 East Clark	03/14/2025	49.14	49.14	03/26/2025
151	NORTHWESTERN ENERGY	3678204-3 202	502 River Dr. Pmp	03/11/2025	13.86	13.86	03/26/2025
151	NORTHWESTERN ENERGY	3725873-8 202	340 Bennett	03/14/2025	32.78	32.78	03/26/2025
151	NORTHWESTERN ENERGY	3753023-5 202	410 Bennett Transfer St Shop	03/07/2025	1,583.37	1,583.37	03/26/2025
151	NORTHWESTERN ENERGY	3787060-7 202	Green Acres Lights	03/14/2025	70.03	70.03	03/26/2025
151	NORTHWESTERN ENERGY	3787427-8 202	Green Acres	03/14/2025	215.01	215.01	03/26/2025
151	NORTHWESTERN ENERGY	3828216-6 202	203 W Callender	03/14/2025	61.09	61.09	03/26/2025
151	NORTHWESTERN ENERGY	3837245-4 3.2	220 E PARK	03/12/2025	701.94	701.94	03/26/2025
151	NORTHWESTERN ENERGY	3867654-0 202	2222 Willow Dr. Lt A	03/14/2025	20.37	20.37	03/26/2025
151	NORTHWESTERN ENERGY	3913678-3 202	Green Acres Park -	03/07/2025	18.26	18.26	03/26/2025
151	NORTHWESTERN ENERGY	3950711-6 202	Scenic Drive & Sweetgrass Lane	03/14/2025	46.72	46.72	03/26/2025
151	NORTHWESTERN ENERGY	4094896-0 202	207 Antelope Drive Lift Station (Fe	03/10/2025	56.72	56.72	03/26/2025
151	NORTHWESTERN ENERGY	4134094-4 202	200 E Reservoir	03/14/2025	126.39	126.39	03/26/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total NORTHWESTERN ENERGY:					50,740.93	50,740.93	
PARK COUNTY							
272	PARK COUNTY	1133	IT SERVICES 2025	07/01/2024	6,500.00	6,500.00	03/20/2025
272	PARK COUNTY	2025.1.1	2025 Q1	03/01/2025	28,114.50	28,114.50	03/26/2025
272	PARK COUNTY	2025.1.1	GIS	03/01/2025	12,154.00	12,154.00	03/26/2025
272	PARK COUNTY	2025.1.1	GIS	03/01/2025	6,077.00	6,077.00	03/26/2025
272	PARK COUNTY	2025.1.1	GIS	03/01/2025	6,077.00	6,077.00	03/26/2025
272	PARK COUNTY	2025.1.1	GIS	03/01/2025	6,077.00	6,077.00	03/26/2025
272	PARK COUNTY	2025.1.1	SANITARIAN	03/01/2025	8,794.61	8,794.61	03/26/2025
272	PARK COUNTY	2025.1.1	Building Maint	03/01/2025	5,759.42	5,759.42	03/26/2025
272	PARK COUNTY	2025.1.1	MRDTF	03/01/2025	3,125.00	3,125.00	03/26/2025
272	PARK COUNTY	2025.2.1	01.2025 INTERNET	02/01/2025	432.15	432.15	03/20/2025
272	PARK COUNTY	2025.3.1	2025 Q2	03/01/2025	31,716.50	31,716.50	03/26/2025
272	PARK COUNTY	2025.3.1	GIS	03/01/2025	11,001.00	11,001.00	03/26/2025
272	PARK COUNTY	2025.3.1	GIS	03/01/2025	5,500.50	5,500.50	03/26/2025
272	PARK COUNTY	2025.3.1	GIS	03/01/2025	5,500.50	5,500.50	03/26/2025
272	PARK COUNTY	2025.3.1	GIS	03/01/2025	5,500.50	5,500.50	03/26/2025
272	PARK COUNTY	2025.3.1	SANITARIAN	03/01/2025	12,172.85	12,172.85	03/26/2025
272	PARK COUNTY	2025.3.1	BUILDING MAINT	03/01/2025	7,832.16	7,832.16	03/26/2025
272	PARK COUNTY	2025.3.1	MRDTF	03/01/2025	3,125.00	3,125.00	03/26/2025
Total PARK COUNTY:					165,459.69	165,459.69	
PARK COUNTY TREASURER - TECH							
1702	PARK COUNTY TREASURER - T	2025.2.28	FEB COLLECTIONS	02/28/2025	195.00	195.00	03/26/2025
Total PARK COUNTY TREASURER - TECH:					195.00	195.00	
PARK COUNTY TREASURER/M.L.E.A.							
2156	PARK COUNTY TREASURER/M.	2025.2.28	Feb collections	02/28/2025	205.62	205.62	03/26/2025
Total PARK COUNTY TREASURER/M.L.E.A.:					205.62	205.62	
PARK COUNTY VICTIM WITNESS							
1544	PARK COUNTY VICTIM WITNES	2025.2.28	feb collections	02/28/2025	201.00	201.00	03/26/2025
Total PARK COUNTY VICTIM WITNESS:					201.00	201.00	
REPUBLIC SERVICES #670							
10000	REPUBLIC SERVICES #670	0670-0005132	DISPOSAL/RECYCLING	02/28/2025	51,912.64	51,912.64	03/20/2025
Total REPUBLIC SERVICES #670:					51,912.64	51,912.64	
RIVERSIDE HARDWARE LLC							
3659	RIVERSIDE HARDWARE LLC	245531	Eye Bolts	03/17/2025	9.98	9.98	03/26/2025
Total RIVERSIDE HARDWARE LLC:					9.98	9.98	
ROCKY MOUNTAIN SUPPLY INC							
10006	ROCKY MOUNTAIN SUPPLY INC	4638	DIESEL 771G	02/06/2025	2,279.73	2,279.73	03/20/2025
10006	ROCKY MOUNTAIN SUPPLY INC	4645	DIESEL 900G	02/12/2025	2,647.49	2,647.49	03/20/2025
10006	ROCKY MOUNTAIN SUPPLY INC	4658	DIESEL 450G	02/19/2025	2,528.67	2,528.67	03/20/2025
10006	ROCKY MOUNTAIN SUPPLY INC	4668	DIESEL 300G	02/21/2025	1,713.84	1,713.84	03/20/2025
10006	ROCKY MOUNTAIN SUPPLY INC	4691	DIESEL 803G	03/07/2025	2,226.00	2,226.00	03/20/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total ROCKY MOUNTAIN SUPPLY INC:					11,395.73	11,395.73	
SAFETRAC							
3143	SAFETRAC	47487	CDL Services	03/01/2025	93.60	93.60	03/20/2025
3143	SAFETRAC	47487	CDL Services	03/01/2025	116.05	116.05	03/20/2025
3143	SAFETRAC	47487	CDL Services	03/01/2025	308.50	308.50	03/20/2025
3143	SAFETRAC	47487	CDL Services	03/01/2025	232.00	232.00	03/20/2025
3143	SAFETRAC	47487	CDL Services	03/01/2025	116.05	116.05	03/20/2025
3143	SAFETRAC	47487	CDL Services	03/01/2025	62.40	62.40	03/20/2025
Total SAFETRAC:					928.60	928.60	
SCJ ALLIANCE CONSULTING SERVICES							
10006	SCJ ALLIANCE CONSULTING S	80318	CONSULTING SERVICES	03/08/2025	2,255.00	2,255.00	03/20/2025
Total SCJ ALLIANCE CONSULTING SERVICES:					2,255.00	2,255.00	
SECURITY SOLUTIONS, INC.							
3020	SECURITY SOLUTIONS, INC.	14406	Access Control	03/08/2025	458.00	458.00	03/20/2025
Total SECURITY SOLUTIONS, INC.:					458.00	458.00	
SHAMROCK FOODS COMPANY							
10006	SHAMROCK FOODS COMPANY	33175698	STATION SUPPLIES	03/08/2025	584.66	584.66	03/20/2025
10006	SHAMROCK FOODS COMPANY	33175699	STATION SUPPLIES	03/08/2025	117.68	117.68	03/20/2025
Total SHAMROCK FOODS COMPANY:					702.34	702.34	
SIRCHIE							
738	SIRCHIE	0685074-IN	PSILOCYBIN	03/11/2025	61.38	61.38	03/26/2025
Total SIRCHIE:					61.38	61.38	
SPECIAL LUBE							
1814	SPECIAL LUBE	224-280-25570	Oil Change	03/06/2025	85.67	85.67	03/20/2025
Total SPECIAL LUBE:					85.67	85.67	
THE MAIN PRINT SHOP							
10006	THE MAIN PRINT SHOP	100042341170	RECEIPT BOOKS	03/06/2025	255.70	255.70	03/20/2025
10006	THE MAIN PRINT SHOP	20983	BUSINESS CARDS	03/13/2025	49.95	49.95	03/20/2025
Total THE MAIN PRINT SHOP:					305.65	305.65	
TOTAL FIRE PROTECTION WEST LLC							
10004	TOTAL FIRE PROTECTION WES	12528180	ANNUAL EXTING INSP	03/07/2025	281.00	281.00	03/20/2025
TOTAL FIRE PROTECTION WEST LLC:					281.00	281.00	
TOWN & COUNTRY FOODS - LIVINGSTON							
2595	TOWN & COUNTRY FOODS - LI	16.2024	COFFEE	02/23/2025	23.98	23.98	03/20/2025
Total TOWN & COUNTRY FOODS - LIVINGSTON:					23.98	23.98	
TRACTOR & EQUIPMENT CO							
10005	TRACTOR & EQUIPMENT CO	BZCS2805847	NUTS AND BOLTS	02/25/2025	919.68	919.68	03/20/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10005	TRACTOR & EQUIPMENT CO	BZCS2805848	ELEMENT LUBE	02/25/2025	328.23	328.23	03/20/2025
10005	TRACTOR & EQUIPMENT CO	BZCS2816424	DEO-ULS 15W-40	03/03/2025	307.17	307.17	03/20/2025
Total TRACTOR & EQUIPMENT CO:					1,555.08	1,555.08	
UPS STORE #2420, THE							
292	UPS STORE #2420, THE	2025.3.18	ShipPING	03/18/2025	18.40	18.40	03/26/2025
Total UPS STORE #2420, THE:					18.40	18.40	
US BANK EQUIPMENT FINANCE							
10001	US BANK EQUIPMENT FINANCE	550682173	PRINTER	03/06/2025	307.03	307.03	03/20/2025
Total US BANK EQUIPMENT FINANCE:					307.03	307.03	
USA BLUEBOOK							
1430	USA BLUEBOOK	INV00645862	MEDIA PLATES	03/10/2025	544.28	544.28	03/20/2025
1430	USA BLUEBOOK	INV00654857	PRESSURE REGULATOR	03/18/2025	324.43	324.43	03/20/2025
Total USA BLUEBOOK:					868.71	868.71	
VERIZON WIRELESS							
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	61.32	61.32	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	46.78	46.78	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	19.30	19.30	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	19.30	19.30	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	19.30	19.30	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	61.32	61.32	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	61.32	61.32	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	19.30	19.30	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	19.30	19.30	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	19.30	19.30	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	19.30	19.30	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	19.30	19.30	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	19.30	19.30	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	19.30	19.30	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	42.89	42.89	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	42.89	42.89	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	28.52	28.52	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	28.52	28.52	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	55.30	55.30	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	55.30	55.30	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	19.30	19.30	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	19.30	19.30	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	.00	.00	
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	46.78	46.78	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	46.78	46.78	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	14.02	14.02	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	11.89	11.89	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	46.78	46.78	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	19.30	19.30	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	19.30	19.30	03/26/2025
879	VERIZON WIRELESS	6108028055	MARCH CELLPHONES	03/08/2025	61.35	61.35	03/26/2025
879	VERIZON WIRELESS	6108028056	MARCH CELLPHONES	03/08/2025	19.58	19.58	03/26/2025
879	VERIZON WIRELESS	6108028056	MARCH CELLPHONES	03/08/2025	62.19	62.19	03/26/2025
879	VERIZON WIRELESS	6108028056	MARCH CELLPHONES	03/08/2025	19.58	19.58	03/26/2025
879	VERIZON WIRELESS	6108028056	MARCH CELLPHONES	03/08/2025	19.58	19.58	03/26/2025
879	VERIZON WIRELESS	6108028056	MARCH CELLPHONES	03/08/2025	62.19	62.19	03/26/2025
879	VERIZON WIRELESS	6108028056	MARCH CELLPHONES	03/08/2025	62.19	62.19	03/26/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

File Attachments for Item:

C. CONTRACT 20165 WITH TD&H FOR CONSTRUCTION MANAGEMENT SERVICES



DATE: April 1, 2025
TO: Chair Schwarz and City Commissioners
FROM: Shannon Holmes, Public Works Director
RE: Staff Report for Construction Administration Services for 2025 Downtown Alley CIP Project

Recommendation and Summary

Staff is recommending the Commission Approve Professional Services Agreement 20165 with TD&H Engineering to provide Construction Administration Services for the 2025 Downtown Alley Capital Improvement Project (CIP) by adopting the following motion:

“I move to approve Professional Services Agreement 20165 with TD&H Engineering and authorize the Chair and City Manager to sign the Agreement.”

The reasons for the recommendation are as follows:

- TD&H is the City’s term contracted civil engineering firm and completed the design for the project.
- The project will replace water and sewer infrastructure and improve the surfacing and drainage in the alley between Main Street and 2nd Street in the downtown corridor from the South side of Callender Street to the North side of Geyser Street as well as a half block of Lewis St. from the Main St/2nd Alley to 2nd Street and will have full time inspection, surveying and material testing for the project.

Introduction and History

This project was originally bid in 2023 and came in over budget. The 2025 Downtown Alley CIP Project includes the replacement of water and sewer mains, signs, storm drain inlets, asphalt paving and sidewalk replacement. The project is for the Main St./2nd St. Alley from Callender St. to Geyser St. as well as ½ block of Lewis St. from the Main St./2nd St. Alley to 2nd St.

Analysis

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



- Weekly Community meetings and coordination with businesses
- Shop drawing review
- Preconstruction meeting
- Construction staking
- Construction inspection and material testing
- Project administration
- Project closeout and record drawings

Fiscal Impact

This work and project are included in the FY 25 budget. The Professional Services Agreement of \$198,000 with a contingency of \$19,800 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 the previous projects downtown.

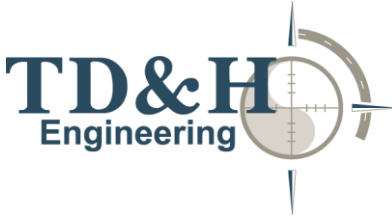
Strategic Alignment

This is the second to last phase of the downtown improvements projects that started in 2013. Growth Policy Goals, Objectives and Strategies for Growth
Goal 9.1 Develop infrastructure to enhance community services and improve public safety for Livingston residents.
Objective 9.1.2 Implement Technologies that improve the capacity and effectiveness of all water-based systems.

Attachments

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

234 East Babcock Street
Suite 3
Bozeman, MT 59715



406.586.0277
tdhengineering.com

March 25, 2025

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

**RE: PROPOSAL FOR CONSTRUCTION ADMINISTRATION FOR
2025 DOWNTOWN ALLEY LIVINGSTON CIP**

Dear Shannon,

Thank you for the opportunity to submit this proposal to provide engineering services for construction during the 2025 CIP in Livingston.

SCOPE OF WORK - ENGINEERING

Our scope of work for each schedule includes:

- Perform bidding services.
- Community meetings and coordination with businesses.
- Shop drawing review.
- Preconstruction conference.
- Construction staking.
- Construction inspection and testing.
- Project administration and weekly meetings.
- Project closeout and record drawings.

Our proposed scope covers from bidding services, construction inspection to submitting record drawings to MDEQ and ultimately provide a certification of compliance and acceptance package for work in the 2025 CIP.

SCHEDULE AND FEE

Contract time for all three schedules is estimated at 210 calendar days, which equates to 30 weeks of construction. We have also included several trips for our senior level construction manager/P.E., Mike Kirkpatrick, to help maintain good communication with Contractor and work through the construction issues and coordination with businesses and residents. Our estimated fees for the scope outlined above are listed below:

1. Bidding Services	\$5,000
2. Construction Staking	\$2,000
3. Construction Inspection and Administration	\$190,000
4. Record Drawings	\$1,000
	Subtotal
	\$198,000
	10% Contingency
	\$19,800

TOTAL CONSTRUCTION ADMINISTRATION FEE \$217,800

In previous downtown CIP projects, our construction administration (CA) fee has been estimated consistently 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. However, the last two projects we revised our original construction administration fee from the approach mentioned above to be more in line with approximately 10% of the low bid price. This estimated fee is lower than the engineer’s estimate and the other two bids. This year, however, 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 8.7% 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:\2022\B22-056 Livingston Alley CIP\DOCUMENTS\CONTRACTS\Construction Administration\Livingston 2025 CIP CONSTRUCTION ADMINISTRATION PROPOSAL.DOC



PROFESSIONAL SERVICES AGREEMENT

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

RECITALS:

- A. The City desires to complete the project commonly known as the 2025 Downtown Alley Capital Improvement 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 Ninety Eight Thousand Dollars (\$198,000.00); provided, however, the Parties may agree to additional compensation in an amount not to exceed Nineteen Thousand Eight Hundred Dollars (\$19,800.00) 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 three construction schedules is 210 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: Matt McGee
Its: Principal

[Exhibit A]

[Scope of Services]

[Exhibit B]
[Work Comp Insurance]

[Exhibit C]

[Other Certificates of Insurance]

File Attachments for Item:

D. CONTRACT 20166 WITH ASKIN CONSTRUCTION FOR DOWNTOWN CAPITAL IMPROVEMENT PROJECT



DATE: April 1, 2025
TO: Chair Schwarz and City Commissioners
FROM: Shannon Holmes, Public Works Director
RE: Staff Report for Construction Services for 2025 Downtown Alley CIP Project

Recommendation and Summary

Staff is recommending the City Commission Approve the General Services Agreement 20166 and Agreement between Owner and Contractor for Construction Contract with Askin Construction to provide Construction Services for the 2025 Downtown Alley Capital Improvement Project (CIP) by adopting the following motion:

"I move to approve General Services Agreement 20166 and the Agreement between Owner and Contractor for Construction Contract with Askin Construction and authorize the Chair and City Manager to sign both Agreements." The City Commission also approves the City Manager to have budget authority to approve the expenditure of the 10 percent contingency for the project.

The reasons for the recommendation are as follows:

- Askin Construction was the responsible low bidder of the three bidders for the project and bid the project less than the Engineer’s estimate.
- Askin Construction has previously completed two successful projects for the City of Livingston.
- Askin Construction has confirmed they are comfortable with their bid to complete a successful project and their current work in progress shows they have the capacity to begin construction work this spring and complete the project within the contract time of 210 calendar days.

Introduction and History

This project was originally bid in 2023 and came in over budget. The 2025 Downtown Alley CIP Project includes the replacement of water and sewer mains, signs, storm drain inlets, asphalt paving and sidewalk replacement. The project is for the Main St./2nd St. Alley from Callender St. to Geysler St. as well as ½ block of Lewis St. from the Main St./2nd St. Alley to 2nd St.



Analysis

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

Fiscal Impact

This project and construction administration services is in the FY25 budget for \$2,540,000. Total project cost for construction and construction management with contingency of \$124,978 for construction and \$19,800 for construction management totals \$2,842,353.00. The \$302,353 overage will be paid out of a combination of URA and Water and Sewer Funds. This project will start in the FY25 budget year and be completed in the FY26 budget year.

Strategic Alignment

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

Growth Policy Goals, Objectives and Strategies for Growth

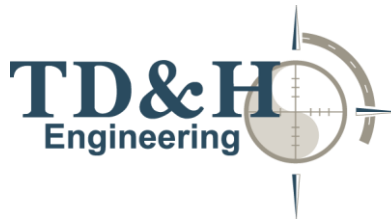
Goal 9.1 Develop infrastructure to enhance community services and improve public safety for Livingston residents.

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

Attachments

- Attachment A: City of Livingston Recommendation to Award 2025 CIP
- 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

March 25, 2025

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

**RE: CITY OF LIVINGSTON 2025 DOWNTOWN ALLEY CIP
ENGINEER RECOMMENDATION**
TD&H ENGINEERING JOB NO. B22-056

Dear Shannon,

TD&H has tabulated the bids from contractors for the 2025 Downtown Alley CIP. After an active and successful bidding period, overall, three contractors submitted bids on the water and sewer rehabilitation work. All contractors submitted bids to the City of Livingston on March 13, 2025. The tabulated bids are detailed and attached including the engineer's estimate. The structure of the bid form was to bid three schedules to provide flexibility with City award based on budget. There was fourth entry on the bid form for the Contractors to provide an amount to be deducted from the project if all three schedules of work are awarded. This was inserted to alleviate cost and adjust mobilization costs for the combined schedules. The City has reviewed the bid costs and decided that there is budget for the entire project based on the low bid price from Askin Construction.

TD&H did the proper background due diligence for the apparent low bidder for the work, Askin Construction, which includes reference checks and requested background summary. 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 (Askin Construction)</u>
Schedule I	\$1,762,774.70	\$1,596,530.00
Schedule II	\$273,660.82	\$235,505.00
Schedule III	\$968,391.32	\$747,540.00
Deduct		\$80,000.00
Total	\$3,004,826.85	\$2,499,575.00

Askin has confirmed that they are comfortable with their numbers to complete a successful project and their Work In Progress (WIP) shows they have the capacity to begin rehabilitation work this summer and complete the project by the end of paving season.

Currently, TD&H recommends that the City of Livingston enter into negotiations with Askin Construction for the 2025 Downtown Alley CIP. TD&H has verified that Askin has included the following in their bid: Montana prevailing wages, 1% GRT Tax, and a performance and payment bond.

Once we have approval to enter into negotiations for the downtown 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
Askin Construction Qualifications and References
TD&H Reference Check Summary

J:\2022\B22-056 Livingston Alley CIP\CONSTRUCTION\ASKIN\Recommendation\City of Livingston
RECOMMENDATION TO AWARD 2025 CIP.DOC



City of Livingston 2025 Downtown Alley CIP
Bid Tabulation For Bids Dated 3/13/2025
Schedule I

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	Engineer's Estimate		Askin Construction		Western Municipal Construction		COP Construction	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization (Maximum 5% of Total Bid)	LS	1	--	\$ 81,496.75	\$ 77,000.00	\$ 77,000.00	\$110,000.00	\$ 110,000.00	\$ 75,233.00	\$ 75,233.00
2	Mobilization Week of July 4th	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 19,100.00	\$ 19,100.00	\$ 20,000.00	\$ 20,000.00
3	Overhead Power Line Safety Compliance	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 6,600.00	\$ 6,600.00	\$ 1,300.00	\$ 1,300.00
4	Temporary Utility Pole Support	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 16,000.00	\$ 16,000.00	\$ 10,100.00	\$ 10,100.00	\$ 13,000.00	\$ 13,000.00
5	Traffic Control	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 22,000.00	\$ 22,000.00	\$ 19,700.00	\$ 19,700.00	\$ 61,000.00	\$ 61,000.00
6	Locate and Protect Public & Private Utilities	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 28,400.00	\$ 28,400.00	\$ 31,000.00	\$ 31,000.00
7	Temporary Water Service	LS	1	\$120,000.00	\$120,000.00	\$ 68,000.00	\$ 68,000.00	\$ 71,400.00	\$ 71,400.00	\$ 89,676.00	\$ 89,676.00
8	Temporary Sewer Service	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 28,000.00	\$ 28,000.00	\$ 31,500.00	\$ 31,500.00	\$ 1.00	\$ 1.00
9	Underground Utility Crossing	EA	99	\$ 500.00	\$ 49,500.00	\$ 900.00	\$ 89,100.00	\$ 650.00	\$ 64,350.00	\$ 550.00	\$ 54,450.00
10	Parallel Utility Line Protect & Support	LF	909	\$ 100.00	\$ 90,900.00	\$ 30.00	\$ 27,270.00	\$ 86.00	\$ 78,174.00	\$ 1.00	\$ 909.00
11	Water Main										
	10" PVC C900 DR18	LF	950	\$ 200.00	\$190,000.00	\$ 150.00	\$ 142,500.00	\$ 310.00	\$ 294,500.00	\$ 289.00	\$ 274,550.00
	6" PVC C900 DR18	LF	40	\$ 125.00	\$ 5,000.00	\$ 120.00	\$ 4,800.00	\$ 190.00	\$ 7,600.00	\$ 280.00	\$ 11,200.00
	4" PVC C900 DR18	LF	26	\$ 125.00	\$ 3,250.00	\$ 110.00	\$ 2,860.00	\$ 180.00	\$ 4,680.00	\$ 280.00	\$ 7,280.00
	2" Polyethylene	LF	31	\$ 75.00	\$ 2,325.00	\$ 100.00	\$ 3,100.00	\$ 190.00	\$ 5,890.00	\$ 120.00	\$ 3,720.00
	1.5" Polyethylene	LF	27	\$ 60.00	\$ 1,620.00	\$ 90.00	\$ 2,430.00	\$ 480.00	\$ 12,960.00	\$ 110.00	\$ 2,970.00
	1" Polyethylene	LF	179	\$ 80.00	\$ 14,320.00	\$ 60.00	\$ 10,740.00	\$ 300.00	\$ 53,700.00	\$ 100.00	\$ 17,900.00
12	Ductile Iron Fittings										
	10"X4" Fire Service Tee	EA	2	\$ 1,800.00	\$ 3,600.00	\$ 1,700.00	\$ 3,400.00	\$ 2,000.00	\$ 4,000.00	\$ 1,600.00	\$ 3,200.00
	10"X6" Hydrant Tee	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 1,700.00	\$ 5,100.00	\$ 2,000.00	\$ 6,000.00	\$ 1,650.00	\$ 4,950.00
	10"X10"X10" Tee	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00
	10" 45 Degree Bend	EA	2	\$ 2,200.00	\$ 4,400.00	\$ 3,100.00	\$ 6,200.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00
	10" Gate Valve	EA	4	\$ 4,500.00	\$ 18,000.00	\$ 5,100.00	\$ 20,400.00	\$ 6,100.00	\$ 24,400.00	\$ 6,000.00	\$ 24,000.00
13	Water Services										
	4"	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 1,500.00	\$ 3,000.00	\$ 3,400.00	\$ 6,800.00	\$ 1,900.00	\$ 3,800.00
	2"	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 3,000.00	\$ 9,000.00	\$ 2,500.00	\$ 7,500.00	\$ 2,000.00	\$ 6,000.00
	1.5"	EA	5	\$ 1,800.00	\$ 9,000.00	\$ 2,600.00	\$ 13,000.00	\$ 2,000.00	\$ 10,000.00	\$ 1,600.00	\$ 8,000.00
	1"	EA	24	\$ 1,500.00	\$ 36,000.00	\$ 2,000.00	\$ 48,000.00	\$ 1,400.00	\$ 33,600.00	\$ 950.00	\$ 22,800.00
14	Fire Hydrant Assemblies										
	8" Fire Hydrant Assembly	EA	2	\$ 11,000.00	\$ 22,000.00	\$ 10,500.00	\$ 21,000.00	\$ 10,700.00	\$ 21,400.00	\$ 10,000.00	\$ 20,000.00
15	Remove and Salvage Fire Hydrant	EA	2	\$ 500.00	\$ 1,000.00	\$ 550.00	\$ 1,100.00	\$ 1,300.00	\$ 2,600.00	\$ 1,000.00	\$ 2,000.00
16	Connect to Existing Water Main	EA	3	\$ 3,000.00	\$ 9,000.00	\$ 5,100.00	\$ 15,300.00	\$ 5,500.00	\$ 16,500.00	\$ 6,000.00	\$ 18,000.00
17	2" Insulation	LF	7	\$ 25.00	\$ 175.00	\$ 70.00	\$ 490.00	\$ 38.00	\$ 266.00	\$ 20.00	\$ 140.00
18	Sanitary Sewer Pipe										
	4" PVC C900 DR18	LF	428	\$ 120.00	\$ 51,360.00	\$ 100.00	\$ 42,800.00	\$ 195.00	\$ 83,460.00	\$ 390.00	\$ 166,920.00
	6" PVC C900 DR18	LF	52	\$ 130.00	\$ 6,760.00	\$ 110.00	\$ 5,720.00	\$ 220.00	\$ 11,440.00	\$ 400.00	\$ 20,800.00
	10" PVC C900 DR18	LF	916	\$ 260.00	\$238,160.00	\$ 180.00	\$ 164,880.00	\$ 360.00	\$329,760.00	\$ 470.00	\$ 430,520.00
19	Sewer Wyes, 4" Ductile Iron	EA	29	\$ 1,000.00	\$ 29,000.00	\$ 1,500.00	\$ 43,500.00	\$ 3,200.00	\$ 92,800.00	\$ 1,200.00	\$ 34,800.00
20	Sanitary Sewer Cleanout, 4"	EA	29	\$ 750.00	\$ 21,750.00	\$ 1,300.00	\$ 37,700.00	\$ 1,100.00	\$ 31,900.00	\$ 1,800.00	\$ 52,200.00
21	Sewer 45-degree Bends, 4"	EA	58	\$ 400.00	\$ 23,200.00	\$ 610.00	\$ 35,380.00	\$ 320.00	\$ 18,560.00	\$ 500.00	\$ 29,000.00
22	Sewer Wyes, 6" Ductile Iron	EA	5	\$ 1,500.00	\$ 7,500.00	\$ 1,600.00	\$ 8,000.00	\$ 4,400.00	\$ 22,000.00	\$ 1,250.00	\$ 6,250.00
23	Sanitary Sewer Cleanout, 6"	EA	5	\$ 800.00	\$ 4,000.00	\$ 1,400.00	\$ 7,000.00	\$ 1,600.00	\$ 8,000.00	\$ 1,800.00	\$ 9,000.00
24	Sewer 45-degree Bends, 6"	EA	10	\$ 600.00	\$ 6,000.00	\$ 650.00	\$ 6,500.00	\$ 510.00	\$ 5,100.00	\$ 520.00	\$ 5,200.00
25	4" Diameter Sewer Manhole, 5' Depth	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 6,400.00	\$ 6,400.00	\$ 9,000.00	\$ 9,000.00	\$ 7,200.00	\$ 7,200.00
26	Extra Depth Sewer Manhole, 4' Dia.	VF	13	\$ 500.00	\$ 6,500.00	\$ 6,400.00	\$ 6,500.00	\$ 440.00	\$ 5,720.00	\$ 205.00	\$ 2,665.00
27	Remove Existing Sewer Manhole	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 400.00	\$ 400.00	\$ 1,100.00	\$ 1,100.00	\$ 510.00	\$ 510.00
28	Connect to Existing Sewer Main	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00
29	By-pass Pumping	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 49,000.00	\$ 49,000.00	\$ 27,200.00	\$ 27,200.00	\$ 30,000.00	\$ 30,000.00
30	Alley Approach	SF	1166	\$ 50.00	\$ 58,300.00	\$ 30.00	\$ 34,980.00	\$ 46.00	\$ 53,636.00	\$ 30.00	\$ 34,980.00
31	Truncated Dome	EA	6	\$ 1,000.00	\$ 6,000.00	\$ 500.00	\$ 3,000.00	\$ 1,400.00	\$ 8,400.00	\$ 1,200.00	\$ 7,200.00
32	Remove and Dispose Concrete Under Asphalt	SY	405	\$ 15.00	\$ 6,075.00	\$ 40.00	\$ 16,200.00	\$ 5.00	\$ 2,025.00	\$ 15.00	\$ 6,075.00
33	New Concrete Curb & Gutter	LF	180	\$ 100.00	\$ 18,000.00	\$ 90.00	\$ 16,200.00	\$ 140.00	\$ 25,200.00	\$ 75.00	\$ 13,500.00
34	Remove & Replace Asphalt Pavement	SY	2020	\$ 100.00	\$202,000.00	\$ 90.00	\$ 181,800.00	\$ 84.00	\$ 169,680.00	\$ 50.00	\$ 101,000.00
35	Remove & Replace Concrete Sidewalk	SF	130	\$ 25.00	\$ 3,250.00	\$ 35.00	\$ 4,550.00	\$ 540.00	\$ 70,200.00	\$ 198.00	\$ 25,740.00
36	Remove & Replace Concrete Curb and Gutter	LF	114	\$ 100.00	\$ 11,400.00	\$ 100.00	\$ 11,400.00	\$ 160.00	\$ 18,240.00	\$ 75.00	\$ 8,550.00
37	Remove Concrete Pavement	SF	190	\$ 20.00	\$ 3,800.00	\$ 15.00	\$ 2,850.00	\$ 70.00	\$ 13,300.00	\$ 12.00	\$ 2,280.00
38	1.5" Minus Crushed Base Course, 6" Thick	SY	2020	\$ 10.00	\$ 20,200.00	\$ 20.00	\$ 40,400.00	\$ 34.00	\$ 68,680.00	\$ 46.00	\$ 92,920.00
39	6" Minus Subbase, 12" Thick	SY	2020	\$ 15.00	\$ 30,300.00	\$ 35.00	\$ 70,700.00	\$ 38.00	\$ 76,760.00	\$ 90.00	\$ 181,800.00
40	Curb Paint										
	Yellow	LF	58	\$ 15.00	\$ 870.00	\$ 10.00	\$ 580.00	\$ 66.00	\$ 3,828.00	\$ 7.00	\$ 406.00
	Red	LF	28	\$ 15.00	\$ 420.00	\$ 50.00	\$ 1,400.00	\$ 66.00	\$ 1,848.00	\$ 7.00	\$ 196.00
41	Project Traffic Signs	EA	2	\$ 500.00	\$ 1,000.00	\$ 1,100.00	\$ 2,200.00	\$ 1,700.00	\$ 3,400.00	\$ 1,400.00	\$ 2,800.00
42	Permanent Wood Stud Form Wall	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 20,000.00	\$ 20,000.00	\$ 13,600.00	\$ 13,600.00	\$ 8,900.00	\$ 8,900.00
43	Vault Concrete Fill	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
44	Vault Flowable Fill	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,700.00	\$ 2,700.00	\$ 4,200.00	\$ 4,200.00
45	Exploratory Excavation										
	Small Crew	HR	10	\$ 500.00	\$ 5,000.00	\$ 400.00	\$ 4,000.00	\$ 280.00	\$ 2,800.00	\$ 430.00	\$ 4,300.00
	Large Crew	HR	10	\$ 1,000.00	\$ 10,000.00	\$ 600.00	\$ 6,000.00	\$ 870.00	\$ 8,700.00	\$ 1,100.00	\$ 11,000.00
46	Clean Up (Minimum 3% of Total Bid)	LS	1	--	\$ 51,342.95	\$ 50,000.00	\$ 50,000.00	\$ 88,000.00	\$ 88,000.00	\$ 70,000.00	\$ 70,000.00
TOTAL				\$ 1,762,774.70	\$ 1,762,774.70	\$ 1,596,530.00	\$ 1,596,530.00	\$ 2,247,457.00	\$ 2,247,457.00	\$ 2,161,991.00	\$ 2,161,991.00


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

City of Livingston 2025 Downtown Alley CIP
Bid Tabulation For Bids Dated 3/13/2025
Schedule II

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	Engineer's Estimate		Askin Construction		Western Municipal Construction		COP Construction	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization (Maximum 5% of Total Bid)	LS	1	--	\$ 12,420.75	\$ 10,000.00	\$ 10,000.00	\$ 34,000.00	\$ 34,000.00	\$ 13,144.00	\$ 13,144.00
2	Mobilization Week of July 4th	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
3	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,900.00	\$ 3,900.00	\$ 20,000.00	\$ 20,000.00
4	Locate and Protect Public & Private Utilities	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,400.00	\$ 4,400.00	\$ 5,800.00	\$ 5,800.00
5	Stormdrain Pipe										
	15" HP Storm	LF	38	\$ 200.00	\$ 7,600.00	\$ 160.00	\$ 6,080.00	\$ 280.00	\$ 10,640.00	\$ 555.00	\$ 21,090.00
	12" HP Storm	LF	130	\$ 175.00	\$ 22,750.00	\$ 120.00	\$ 15,600.00	\$ 270.00	\$ 35,100.00	\$ 555.00	\$ 72,150.00
6	Stormdrain Manhole										
	4" DIA. Stormdrain Manhole (5-foot depth)	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 8,400.00	\$ 8,400.00	\$ 4,897.00	\$ 4,897.00
7	Extra Depth Stormdrain Manhole	VF	3	\$ 350.00	\$ 1,050.00	\$ 500.00	\$ 1,500.00	\$ 360.00	\$ 1,080.00	\$ 175.00	\$ 525.00
8	Stormdrain Inlet	EA	4	\$ 8,000.00	\$ 32,000.00	\$ 4,500.00	\$ 18,000.00	\$ 4,000.00	\$ 16,000.00	\$ 6,600.00	\$ 26,400.00
9	Connect to Existing Storm Drain	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
10	Remove and Dispose Concrete Under Asphalt	SY	532	\$ 20.00	\$ 10,640.00	\$ 40.00	\$ 21,280.00	\$ 70.00	\$ 37,240.00	\$ 21.00	\$ 11,172.00
11	Remove & Replace Sidewalk	SF	333	\$ 35.00	\$ 11,655.00	\$ 35.00	\$ 11,655.00	\$ 340.00	\$ 113,220.00	\$ 22.00	\$ 7,326.00
12	Non-Residential Driveway Approach	SF	600	\$ 40.00	\$ 24,000.00	\$ 30.00	\$ 18,000.00	\$ 450.00	\$ 270,000.00	\$ 33.00	\$ 19,800.00
13	Remove & Replace Asphalt Pavement	SY	532	\$ 100.00	\$ 53,200.00	\$ 90.00	\$ 47,880.00	\$ 74.00	\$ 39,368.00	\$ 50.00	\$ 26,600.00
14	1.5" Minus Crushed Base Course, 6" Thick	SY	532	\$ 10.00	\$ 5,320.00	\$ 20.00	\$ 10,640.00	\$ 30.00	\$ 15,960.00	\$ 46.00	\$ 24,472.00
15	6" Minus Subbase, 12" Thick	SY	532	\$ 15.00	\$ 7,980.00	\$ 35.00	\$ 18,620.00	\$ 52.00	\$ 27,664.00	\$ 90.00	\$ 47,880.00
16	New Concrete Curb	LF	217	\$ 50.00	\$ 10,850.00	\$ 90.00	\$ 19,530.00	\$ 140.00	\$ 30,380.00	\$ 75.00	\$ 16,275.00
17	Curb Paint										
	Yellow	LF	38	\$ 15.00	\$ 570.00	\$ 10.00	\$ 380.00	\$ 66.00	\$ 2,508.00	\$ 7.00	\$ 266.00
	Red	LF	20	\$ 15.00	\$ 300.00	\$ 50.00	\$ 1,000.00	\$ 66.00	\$ 1,320.00	\$ 7.00	\$ 140.00
18	New Sign	EA	2	\$ 250.00	\$ 500.00	\$ 480.00	\$ 960.00	\$ 1,000.00	\$ 2,000.00	\$ 610.00	\$ 1,220.00
19	Remove and Replace Street Sign	EA	1	\$ 250.00	\$ 250.00	\$ 380.00	\$ 380.00	\$ 320.00	\$ 320.00	\$ 480.00	\$ 480.00
20	Conduit, Includes Installing Wire										
	1.25" Electrical	LF	125	\$ 130.00	\$ 16,250.00	\$ 40.00	\$ 5,000.00	\$ 160.00	\$ 20,000.00	\$ 40.00	\$ 5,000.00
21	Light Pole Base	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 11,200.00	\$ 11,200.00	\$ 5,000.00	\$ 5,000.00
22	Clean Up (Minimum 3% of Total Bid)	LS	1	--	\$ 7,825.07	\$ 7,500.00	\$ 7,500.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00
				TOTAL	\$ 273,660.82	TOTAL	\$ 235,505.00	TOTAL	\$ 712,201.00	TOTAL	\$ 354,638.00

City of Livingston 2025 Downtown Alley CIP
Bid Tabulation For Bids Dated 3/13/2025
Schedule III

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	Engineer's Estimate		Askin Construction		Western Municipal Construction		COP Construction	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization (Maximum 5% of Total Bid)	LS	1	--	\$ 44,770.75	\$ 35,000.00	\$ 35,000.00	\$ 48,000.00	\$ 48,000.00	\$ 50,000.00	\$ 50,000.00
2	Mobilization Week of July 4th	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1.00	\$ 1.00	\$ 20,000.00	\$ 20,000.00
3	Overhead Power Line Safety Compliance	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 1.00	\$ 1.00
4	Temporary Utility Pole Support	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00	\$ 1.00	\$ 1.00
5	Traffic Control	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 10,500.00	\$ 10,500.00	\$ 9,800.00	\$ 9,800.00	\$ 28,250.00	\$ 28,250.00
6	Locate and Protect Public & Private Utilities	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,900.00	\$ 10,900.00	\$ 27,000.00	\$ 27,000.00
7	Temporary Water Service	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 40,000.00	\$ 40,000.00	\$ 32,500.00	\$ 32,500.00	\$ 55,750.00	\$ 55,750.00
8	Temporary Sewer Service	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 10,000.00	\$ 10,000.00	\$ 16,500.00	\$ 16,500.00	\$ 1.00	\$ 1.00
9	Underground Utility Crossing	EA	49	\$ 500.00	\$ 24,500.00	\$ 900.00	\$ 44,100.00	\$ 650.00	\$ 31,850.00	\$ 550.00	\$ 26,950.00
10	Parallel Utility Line Protect & Support	LF	455	\$ 100.00	\$ 45,500.00	\$ 30.00	\$ 13,650.00	\$ 86.00	\$ 39,130.00	\$ 1.00	\$ 455.00
11	Water Main										
	12" PVC C900 DR 18	LF	17	\$ 250.00	\$ 4,250.00	\$ 200.00	\$ 3,400.00	\$ 320.00	\$ 5,440.00	\$ 400.00	\$ 6,800.00
	10" PVC C900 DR18	LF	430	\$ 200.00	\$ 86,000.00	\$ 130.00	\$ 55,900.00	\$ 310.00	\$ 133,300.00	\$ 269.00	\$ 115,670.00
	1" Polyethylene	LF	240	\$ 80.00	\$ 19,200.00	\$ 60.00	\$ 14,400.00	\$ 300.00	\$ 72,000.00	\$ 100.00	\$ 24,000.00
12	Ductile Iron Fittings										
	12"X10"x12" Tee	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,950.00	\$ 2,950.00	\$ 2,200.00	\$ 2,200.00
	12" Gate Valve	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 6,000.00	\$ 12,000.00	\$ 8,200.00	\$ 16,400.00	\$ 6,700.00	\$ 13,400.00
	10" Gate Valve	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 5,100.00	\$ 5,100.00	\$ 6,100.00	\$ 6,100.00	\$ 6,000.00	\$ 6,000.00
	1" Service Connections	EA	20	\$ 1,000.00	\$ 20,000.00	\$ 2,000.00	\$ 40,000.00	\$ 1,400.00	\$ 28,000.00	\$ 2,700.00	\$ 54,000.00
13	Connect to Existing Water Main	EA	3	\$ 3,000.00	\$ 9,000.00	\$ 3,000.00	\$ 9,000.00	\$ 5,500.00	\$ 16,500.00	\$ 6,300.00	\$ 18,900.00
14	2" Insulation	LF	80	\$ 25.00	\$ 2,000.00	\$ 60.00	\$ 4,800.00	\$ 38.00	\$ 3,040.00	\$ 20.00	\$ 1,600.00
15	Sanitary Sewer Pipe										
	4" PVC C900 DR18	LF	190	\$ 120.00	\$ 22,800.00	\$ 80.00	\$ 15,200.00	\$ 195.00	\$ 37,050.00	\$ 310.00	\$ 58,900.00
	10" PVC C900 DR18	LF	474	\$ 260.00	\$ 123,240.00	\$ 160.00	\$ 75,840.00	\$ 360.00	\$ 170,640.00	\$ 330.00	\$ 156,420.00
16	Sewer Wyes, 4" Ductile Iron	EA	15	\$ 1,000.00	\$ 15,000.00	\$ 1,500.00	\$ 22,500.00	\$ 3,200.00	\$ 48,000.00	\$ 1,200.00	\$ 18,000.00
17	Sanitary Sewer Cleanout, 4"	EA	15	\$ 750.00	\$ 11,250.00	\$ 1,300.00	\$ 19,500.00	\$ 1,100.00	\$ 16,500.00	\$ 1,800.00	\$ 27,000.00
18	Sewer 45-degree Bends, 4"	EA	30	\$ 400.00	\$ 12,000.00	\$ 610.00	\$ 18,300.00	\$ 320.00	\$ 9,600.00	\$ 500.00	\$ 15,000.00
19	4' Diameter Sewer Manhole, 5' Depth	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 6,400.00	\$ 6,400.00	\$ 9,000.00	\$ 9,000.00	\$ 7,200.00	\$ 7,200.00
20	Remove Existing Sewer Manhole	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 400.00	\$ 400.00	\$ 1,100.00	\$ 1,100.00	\$ 510.00	\$ 510.00
21	Connect to Existing Sewer Main	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00
22	By-pass Pumping	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 32,000.00	\$ 32,000.00	\$ 14,400.00	\$ 14,400.00	\$ 10,000.00	\$ 10,000.00
23	Stormdrain Pipe										
	8" PVC C900	LF	228	\$ 100.00	\$ 22,800.00	\$ 100.00	\$ 22,800.00	\$ 75.00	\$ 17,100.00	\$ 110.00	\$ 25,080.00
24	Stormdrain Fittings										
	8"x8" Wye	EA	1	\$ 500.00	\$ 500.00	\$ 1,100.00	\$ 1,100.00	\$ 1,200.00	\$ 1,200.00	\$ 1,400.00	\$ 1,400.00
	8" 45 Degree Bend	EA	3	\$ 500.00	\$ 1,500.00	\$ 700.00	\$ 2,100.00	\$ 770.00	\$ 2,310.00	\$ 1,000.00	\$ 3,000.00
25	New Stormdrain Catch Basins	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 4,000.00	\$ 8,000.00	\$ 2,500.00	\$ 5,000.00	\$ 4,500.00	\$ 9,000.00
26	Alley Approach	SF	817	\$ 50.00	\$ 40,850.00	\$ 30.00	\$ 24,510.00	\$ 46.00	\$ 37,582.00	\$ 30.00	\$ 24,510.00
27	New Concrete Curb & Gutter	LF	40	\$ 100.00	\$ 4,000.00	\$ 90.00	\$ 3,600.00	\$ 140.00	\$ 5,600.00	\$ 75.00	\$ 3,000.00
28	Remove & Replace Asphalt Pavement	SY	121	\$ 100.00	\$ 12,100.00	\$ 90.00	\$ 10,890.00	\$ 84.00	\$ 10,164.00	\$ 50.00	\$ 6,050.00
29	Remove & Replace Concrete Sidewalk	SF	91	\$ 25.00	\$ 2,275.00	\$ 35.00	\$ 3,185.00	\$ 540.00	\$ 49,140.00	\$ 22.00	\$ 2,002.00
30	Remove & Replace Concrete Curb and Gutter	LF	105	\$ 100.00	\$ 10,500.00	\$ 100.00	\$ 10,500.00	\$ 160.00	\$ 16,800.00	\$ 75.00	\$ 7,875.00
31	New Asphalt Pavement	LF	861	\$ 100.00	\$ 86,100.00	\$ 55.00	\$ 47,355.00	\$ 59.00	\$ 50,799.00	\$ 50.00	\$ 43,050.00
32	1.5" Minus Crushed Base Course, 6" Thick	SY	982	\$ 10.00	\$ 9,820.00	\$ 20.00	\$ 19,640.00	\$ 34.00	\$ 33,388.00	\$ 46.00	\$ 45,172.00
33	6" Minus Subbase, 12" Thick	SY	982	\$ 15.00	\$ 14,730.00	\$ 35.00	\$ 34,370.00	\$ 38.00	\$ 37,316.00	\$ 90.00	\$ 88,380.00
34	Exploratory Excavation										
	Small Crew	HR	10	\$ 500.00	\$ 5,000.00	\$ 400.00	\$ 4,000.00	\$ 280.00	\$ 2,800.00	\$ 430.00	\$ 4,300.00
	Large Crew	HR	10	\$ 1,000.00	\$ 10,000.00	\$ 600.00	\$ 6,000.00	\$ 870.00	\$ 8,700.00	\$ 1,100.00	\$ 11,000.00
35	Clean Up (Minimum 3% of Total Bid)	LS	1	--	\$ 28,205.57	\$ 24,000.00	\$ 24,000.00	\$ 34,000.00	\$ 34,000.00	\$ 40,000.00	\$ 40,000.00
				TOTAL	\$ 968,391.32	TOTAL	\$ 747,540.00	TOTAL	\$ 1,109,600.00	TOTAL	\$ 1,062,827.00

City of Livingston 2025 Downtown Alley CIP
 TD&H Engineering
 Thursday March 13, 2025 11 am

Contractor	MT Contractors Registration #	Bid Bond	Executed Forms	Addendum	Schedule I	Schedule II	Schedule II	Deduct Amount
*Askin Construction	23221	X	X	X	\$1,596,530.00	\$235,505.00	\$747,540.00	\$80,000.00
*Western Municipal Construction	13329	X	X	X	\$2,247,457.00	\$712,201.00	\$1,109,600.00	\$0.00
*COP Construction	55440	X	X	X	\$2,161,991.00	\$354,638.00	\$1,062,827.00	\$18,500.00

* Electronic Submission



**RE: Askin Construction, LLC – Profile & References
City of Livingston 2025 Downtown Alley CIP**

To Whom it May Concern,

A payment and performance bond covering 100% of the contract value will be provided as evidence of our financial data. The bid submitted includes 2025 prevailing wages and 1% GRT.

Askin Construction has the capable equipment, schedule availability, and staff to complete the project this year within the agreed upon contract time frame. We pride ourselves in being a one stop contractor in the Billings area who self performs the entire site civil package in house. With our experienced underground crews, dirt crews, paving crew, and concrete crews we alleviate the headache of having multiple sub-contractors to deal with coordination and scheduling of on your projects.

Our General Superintendents Todd Sutherland-Utility Head and Jeff Braaten-Surface Head are fully capable and seasoned in leading successful crews on projects of this size and nature. Todd and Jeff have a combined over 45+ years in construction experience, with a strong background in both new build and reconstruct projects.

General:

Askin Construction has established resident crews, equipment, supplier networks and ongoing projects in Billings, MT. Askin and our team have worked in extremely challenging environments consisting of tight timelines, specialty work, and tight areas.

Askin owns and maintains a **fleet of 100+ pieces of equipment, transport & gravel trucks** to complement our highly qualified team, **in which we currently employ in excess of 100 full time employees**. Askin self performs the utility installation, dirt work, concrete, and asphalt for all our projects. Askin has full-time shop and office resources staff, project managers, survey tech's and other qualified staff to support our field operations in addition to providing the level of care and response to the customers and communities we serve.

Safety:

Our safety record is among the top in contractors in the region and we put the importance of maintaining that level of safety on all our projects.

Schedule & Resources:

Our bonding capacity and insurance exceeds the requirements of the project. We work closely with Hub International to provide bonding and Insurance. Together we regularly review Askin's safety, operational and financial data and back our performance with the continuous issuance of premium insurance and bonding to our clients.



Current Projects:

Project Name: West End Water Treatment Plant – Billings, MT

Project Owner: City of Billings

General Contractor: Dick Anderson Construction

Contact: Aaron Byron (406)-788-5907 abyron@daconstruction.com

Contract Value: \$4.3M

Project Name: Ridgeview Apartments – Billings, MT

Project Owner: Lees Construction

General Contractor: Lees Construction & Development LLC

Contact: Preston Lees (406)839-7661 preston@leesbuilt.com

Contract Value: \$1.2M

Project Name: Aurora Apartments / Amber Townhomes – Billings, MT

Project Owner: Lees Construction

General Contractor: Lees Construction & Development LLC

Contact: Preston Lees (406)839-7661 preston@leesbuilt.com

Contract Value: \$5.3M

Project Name: Wheatland Memorial Hospital – Harlowton, MT

Project Owner: Billings Clinic

General Contractor: TW Ridley

Contact: Shane Ridley (406)545-0826 sridley@twridley.com

Contract Value: \$2M

Project Name: W.O. 24-38 Wicks Storm Drain– Billings, MT

Project Owner: City of Billings

Engineer: Performance Engineering

Contact– Tyler Westrope (406)670-3878 westropet@billingsmt.gov

Contract Value: \$1.8M

Project Name: W.O. 19-42 WEWTP Transmission Main– Billings, MT

Project Owner: City of Billings

Engineer: Morrison Maierle

Contact– Randy Strauss (406)657-8301 strausr@billingsmt.gov

Contract Value: \$1.8M



Project Name: BLAASF - Billings, MT

Project Owner: State of Montana
 General Contractor – Dick Anderson
 Engineer: RPA Holly Manning, PE | Site Development Group Manager
 Contact– Riley Bennett (406)876-2033 rbennett@daconstruction.com
 Contract Value: \$4.4M

Project Name: BRAT Retardant System CCA Phase 1 - Billings, MT

Project Owner: Bureau of Land Management
 Engineer: LBYD Federal
 Contact– Christine Mundt (406)661-5940 cmundt@blm.gov
 Contract Value: \$650K

Substantially Completed Projects:

Project Name: City of Hardin Water, Sewer, and Road Improvements

Owner: City of Hardin
 Engineer: Stahly
 Contact: Dax Simek, PE | Billings Regional Manager (406)591-3659 dsimek@seaeng.com
 Contract Value: \$979K
 Completed November of 2024

Project Name: W.O. 24-01 Cedar Park Water Main Replacement

Owner: City of Billings
 Engineer: Morrison Maierle
 Contact: City of Billings: Staff Engineer II – Travis Harris (406)657-3021 harrist@billingsmt.gov
 Contract Value: \$3.37M
 Completed November of 2024

Project Name: MSUB Water Line Relocation

Owner: MSUB College
 General Contractor: Sletten
 Engineer: Sanbell
 Contact: Colt Castlebury (406)836-0104 ccastlebury@sletteninc.com
 Contract Value: \$240K
 Completed October of 2024

Project Name: Roberts Sewer Service Improvements

Owner: Town of Roberts
 Engineer: Great West Engineering
 Contact: Greg Lukasik (406)281-4134 glukasik@greatwesteng.com
 Contract Value: \$669K
 Completed August of 2024



Project Name: St. V's Make Ready – Site Utility Relocation

Owner: SCL Health

General Contractor: Layton Construction

Contact: Nathan Cotts (801)-563-4418 ncotts@laytonconstruction.com

Contract Value: \$2.29M

Completed September of 2024

Project Name: Metra Park Arena Back Lot

Owner: Yellowstone County

Engineer: WWC Engineering

Contact: Greg Reid (406)-799-1415 greid@wwcengineering.com

Contract Value: \$3.7M

Completed July of 2024

Project Name: W.O. 22-45 Willett Pump Station

Owner: City of Billings

Engineer: AE2S

Contact: David Carlson (406)403-8721 David.Carlson@AE2S.com

Contract Value: \$419K

Completed April of 2024

Project Name: Harlowton Wastewater Improvements

Owner: City of Harlowton

Engineer: RPA

Contact: Chris Hayes (406)439-3108 chayes@rpa-hln.com

Contract Value: \$574K

Completed June of 2024

Project Name: BLM Billings Retardant Air Tanker BRAT Ware Yard Repair - Billings, MT

Owner: Bureau of Land Management

Engineer: LBYD Federal

Contact– Rebecca Undlin (406)233-2829 rundlin@blm.gov

Contract Value: \$214K

Completed October of 2023



Project Name: Metra Park Lower & Expo Lots – Billings, MT

Owner: Yellowstone County

Engineer: WWC Engineering

Contact: Greg Reid (406)799-1415 greid@wwcengineering.com

Contract Value: \$3.6M

Completed October of 2023

Project Name: W.O. 22-07 Mallowney Lane Improv. – Billings, MT

Owner: City of Billings

Engineer: HDR

Contact: City Engineer – Ken Ard (406)657-8235 ardk@billingsmt.gov

Contract Value: \$3.4M

Completed October of 2023

Project: Billings Airport Mid-Field Service Road

Owner: City of Billings – Billings Airport

Engineer: Morrison Maierle

Contact: Heather Mosser (406)697-8893 hmosser@m-m.net

Contract Value: \$1.14M

Completed September of 2023

Project Name: SID Charles Street Improvements – Billings, MT

Owner: City of Billings

Engineer: City of Billings

Contact: City Engineer - JD Anderson (406)237-6178 andersonj@billingsmt.gov

Contract Value: \$1.49M

Completed October of 2023

Project: Big Timber Airport

Owner: Sweet Grass County

Engineer: KLJ

Contact: Nathan Schroht (406)245-5499 Nathan.Schroht@kljeng.com

Contract Value: \$1.17M

Completed September of 2023

Project Name: Crown Enterprise – Billings, MT

Owner: Crown Enterprises Inc, Prime Contractor Fisher Construction Group

Engineer: Stahly

Contact: Dax Simek, PE | Billings Regional Manager (406)591-3659 dsimek@seaeng.com

Contract Value: \$1.15M

Completed June of 2022



Project Name: Farmstead Apartments – Billings, MT

Owner: Great States Construction

Engineer: Sanderson Stewart

Contact: Mark Singleton (701)371-8791 mark@greatstates.com

Contract Value: \$4.4M

Completed September of 2022

Project: W.O. 21-11 Highwood Drive Reconstruction

Owner: City of Billings

City Engineer & Contact – Ken Ard (406)657-8235 ardk@billingsmt.gov

Contract Value: \$1.2M

Completed September Of 2022

Project: Livingston 6th & 7th Street Water Improvements

Owner: City of Livingston

Engineer: Matt McGee (307)250-0088 matt.mcgee@tdhengineering.com

Contract Value: \$1.2M

Completed September Of 2022

Project: Civic Center Sewer Extension

Owner: City of Livingston

Engineer: Matt McGee (307)250-0088 matt.mcgee@tdhengineering.com

Contract Value: \$641K

Completed September Of 2022

Project Name: Zimmerman Home Place P-782 – Billings, MT

Owner: Highlands Apartments, LLC

Engineer: Performance Engineering

Contact: Craig Dalton (406)384-0080 craig@performance-ec.com

Contract Value: \$1.4M

Completed August of 2022



Contractor References:

Fisher Sand & Gravel: Operations Manager - Jim Rahr (406)860-4766 jrahr@fisherind.com
Great West Engineering: Project Manager - Greg Lukasik (406)281-4134 glukasik@greatwesteng.com
WWC Engineering: Billings Branch Manager – Greg Reid (406)799-1415 greid@wwcengineering.com
City of Billings: Staff Engineer II – Travis Harris (406)657-3021 harrist@billingsmt.gov
Stahly Engineering: Chief Operating Officer – Dax Simek (406)591-3659 dsimek@seaeng.com

If you need any further references or would like further information on our team, suppliers or related please let us know and once again, we look forward to working with you on this and other projects in the future.

Respectfully,

A handwritten signature in black ink, appearing to read 'Justin Biehl', with a long horizontal flourish extending to the right.

Justin Biehl
Estimating Manager

Livingston 2025 CIP - Reference Check
3/25/2025

1.

Contact: Jim Rahr - Fisher Sand & Gravel Operations Manager

Summary: Jim's comments over the phone were brief and positive. He said he holds absolutely no concerns with Askin and they have a great working relationship in Billings. For the past 8-10 years Askin has been a fantastic client and always pays their bills on time. They are very responsive and usually ahead of any issues.

2.

Engineer: Greg Lukasik - Great West Engineering Project Manager

Summary: Greg stated he has worked with Askin Construction on one project in Roberts, MT. He was impressed with the Superintendent for the project, Mike, and said he was a really good communicator with the landowners. He also stated that he would definitely hire Askin for another project.

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2025, by and between **THE CITY OF LIVINGSTON, MONTANA**, a municipal corporation and political subdivision of the state of Montana with its principal office located at 220 East Park Street, Livingston, MT 59047 (hereinafter referred to as the “City”), and **ASKIN CONSTRUCTION INC.**, an incorporated company with its principal place of business located at 3300 2nd Ave. N, Suite 3, 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 Downtown Alley Capital Improvement 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 **Two Million Four Hundred Ninety Nine Thousand Five Hundred Seventy Five and 00/100 (\$2,499,575.00)**. 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 Justin Biehl, who can be reached at (406) 702-1097.
24. GOVERNING LAW. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.
25. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

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

City of Livingston

Contractor Askin Construction, LLC

City Manager



Name: Dennis Ross

Date

Its: General Manager
3/27/2025

Date

[Exhibit A]

[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 Askin Construction, LLC (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Water, sewer, storm drain and streetscape rehabilitation work and associated improvements and work for the City of Livingston.

ARTICLE 2—THE PROJECT

- 2.01 The Work to be performed under this contract includes the construction of water mains (remove and replace), fittings, valves, sewer mains (remove and replace), signs, storm drain inlets, bedding material, backfill, dewatering (if necessary), compaction, testing, sidewalk removal and replacement, concrete curb and gutter, alley approaches, asphalt removal and replacement, work related to installation of lighting system and all other work related to construction of a complete and operable sewer, water, storm drain and street 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.

Schedule I	120 consecutive calendar days
Schedule II	30 consecutive calendar days
Schedule III	60 consecutive calendar days

The City of Livingston will make decisions on what schedules will be awarded based on final bid prices.

4.04 *Liquidated Damages*

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

4.05 *Special Damages*

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

ARTICLE 5—CONTRACT PRICE

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

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor’s Applications for Payment on or about the day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 95 percent of the value of the Work completed (with the balance being retainage).
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of 23 sheets with ~~an~~ sheet bearing the following general title: Livingston 2025 Downtown Alley CIP.
 7. Addenda (numbers 1 to 1, inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Notice of Award
 - b. Notice to Proceed
 - c. Contractor's Bid Form
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.
 - d. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor’s Representations*

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

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

8.02 *Contractor's Certifications*

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

8.03 *Standard General Conditions*

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

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

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

Owner:

(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.)

Contractor:

Askin Construction, LLC

(typed or printed name of organization)

By: _____
(individual's signature)

Date: 3/27/2025
(date signed)

Name: Dennis Ross
(typed or printed)

Title: General Manager
(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: Project Manager
(typed or printed)

Address for giving notices:

3922 Coulson Road E.
Billings, MT 59101

Designated Representative:

Name: Justin Biehl
(typed or printed)

Title: Project Manager
(typed or printed)

Address:

3922 Coulson Road E.
Billings, MT 59101

Phone: 406-702-1097

Email: justinb@askinconstruction.com

License No.: 232221
(where applicable)

State: Montana

File Attachments for Item:

**A. PROCLAMATION OF THE CITY COMMISISON OF THE CITY OF LVINGSTON MONTANA,
DECLARING APRIL 13 - 19 2025 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK
IN LIVINGSTON MONTANA**



Proclamation Of the Livingston City Commission

Declaring April 13 - 19, 2025, as National Public Safety
Telecommunicators Week in Livingston, Montana

WHEREAS emergencies can occur at any moment, requiring law enforcement, fire, or emergency medical services, and Public Safety Telecommunicators are the first, most critical contact for citizens in need of these vital services; and

WHEREAS the quick and skilled response of law enforcement officers, firefighters, and paramedics is essential to saving lives and protecting property in times of crisis; and

WHEREAS the safety and effectiveness of law enforcement officers and firefighters are directly tied to the accuracy, clarity, and timeliness of the information provided to the Livingston/Park County 911 Dispatch Center by our dedicated citizens; and

WHEREAS Public Safety Telecommunicators serve as the unshakable lifeline for law enforcement officers and firefighters, constantly monitoring their activities, relaying critical information, and ensuring their safety in even the most challenging situations; and

WHEREAS the Public Safety Telecommunicators of the Livingston/Park County 911 Dispatch Center have played an instrumental role in the apprehension of criminals, the swift suppression of fires, and the compassionate treatment of patients in times of greatest need; and

WHEREAS each dispatcher has exhibited remarkable compassion, unyielding dedication, and unwavering professionalism throughout the past year, making a lasting impact on the safety and well-being of our community; and

NOW, THEREFORE, BE IT RESOLVED that on behalf of the Livingston City Commission, I, Quentin Schwarz, Chair, do hereby proclaim April 13-19, 2025, as National Public Safety Telecommunicators Week in Livingston, Montana, in deep appreciation and honor of the men and women whose exceptional service, professionalism, and commitment keep our city and citizens safe, day and night.

Signed this ___ day of April, 2025

Livingston, Montana



Quentin Schwarz, Chair
Livingston City Commission

Emily Hutchinson
City Clerk

File Attachments for Item:

**B. PROCLAMATION OF THE CITY COMMISISON OF THE CITY OF LVINGSTON MONTANA,
DECLARING APRIL 2025 AS FAIR HOUSING MONTH IN LIVINGSTON MONTANA**



Proclamation Of the Livingston City Commission

Declaring April 2025, as Fair Housing Month
in Livingston, Montana

WHEREAS, the Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, the Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, the City of Livingston is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS, our social fabric, economy, health, and environment are strengthened by diverse, inclusive communities; and

WHEREAS, more than fifty years after the passage of the Fair Housing Act, discrimination persists and many communities remain segregated; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness;

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

FAIR HOUSING MONTH IN LIVINGSTON, MONTANA

Further, in Livingston, Montana, as an inclusive community committed to fair housing, we support and promote efforts by both private and public entities to provide and advocate for equal housing opportunities for all current and prospective residents.

Livingston, Montana



Signed this ___ day of April, 2025

Quentin Schwarz, Chair
Livingston City Commission

Emily Hutchinson
City Clerk

File Attachments for Item:

A. RESOLUTION NO. 5157: A RESOLUTION OF THE CITY OF LIVNGSTON, MONTANA, ANNEXING THE PARCEL AT 38 LOVES LANE.



DATE: April 1, 2025
TO: Chair Schwarz and City Commissioners
FROM: Grant Gager, City Manager
RE: Staff Report for Resolution 5157

Recommendation and Summary

Staff recommends the Commission approve Resolution 5157 by adopting the following motion:

"I move to approve Resolution 5157 and authorize the Chair to sign."

The reasons for the recommendation are as follows:

- Montana Code Annotated establishes certain requirements for the annexation of land.
- The City has received a request from a property owner to be annexed into the City.

Introduction and History

Montana Code Annotated (MCA) has established procedures for the annexation of land in certain circumstances. Section 46 of Chapter 2 of Title 7 establishes the procedure for annexation of land by petition of owners. When a majority ownership interest requests annexation by petition, MCA 7-2-4601(3)(b) provides that "The governing body may approve or disapprove a petition submitted [...] on its merits. When the governing body approves the petition, it shall pass a resolution providing for the annexation."

The City's current Annexation Policy, provided as Attachment C, encourages annexation into the City before provision of utility services.

Analysis

The City of Livingston has received a petition for annexation from the owners of the parcel at 38 Loves Lane. The owners have requested annexation to enable the development of a new office and storage facility for the United States Department of Agriculture, the renters of the to-be-completed facility.

Fiscal Impact



The City will receive additional property tax revenue from the annexation. The additional revenue is expected to have a minimal revenue impact to the General Fund adding less than 1%.

Strategic Alignment

The annexation of lands is required before the provision of utility service pursuant to the City's current Annexation Policy.

Attachments

- Attachment A: Resolution 5157
- Attachment B: Revised Petition of Annexation
- Attachment C: City of Livingston Annexation Policy

RESOLUTION NO. 5157

A RESOLUTION OF THE CITY OF LIVNGSTON, MONTANA, ANNEXING THE PARCEL AT 38 LOVES LANE.

WHEREAS, Montana Code Annotated establishes procedures for the annexation of land pursuant to a petition by the owner in MCA 7-2-4601; and

WHEREAS, The City of Livingston has received a petition signed by more than 50% of the owners of the certain real property; and

WHEREAS, the City desires to annex such lands in accordance with its adopted Annexation Policy;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Livingston, Montana, that the land described in the attached Exhibit A is hereby annexed into and made a part of the City of Livingston, Montana.

PASSED AND ADOPTED by the City Commission of the City of Livingston, Montana, this 18TH day of March 2025.

QUENTIN SCHWARZ – Chair

ATTEST:

APPROVED AS TO FORM:

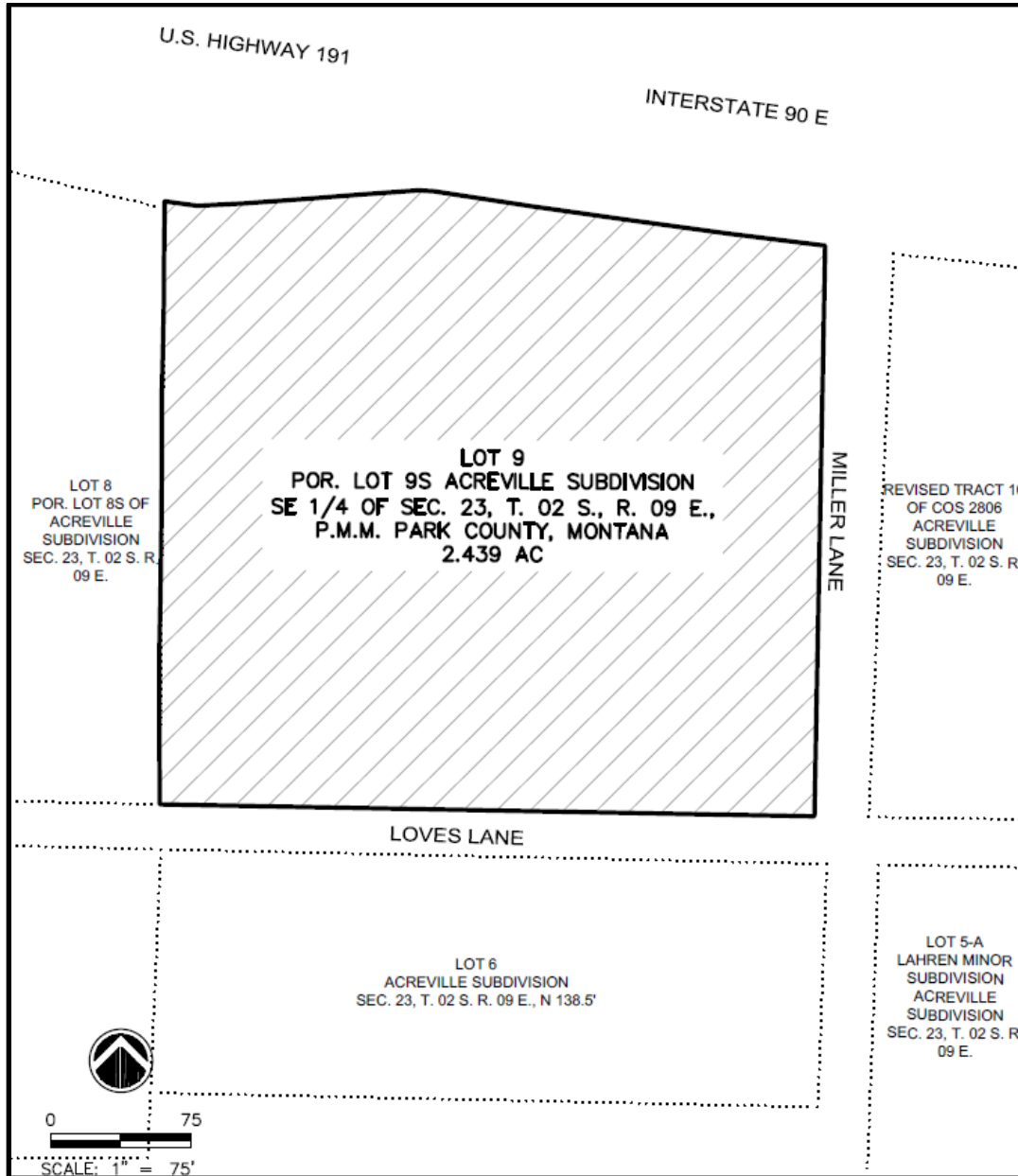
EMILY HUTCHINSON
City Clerk

JON HESSE
City Attorney

EXHIBIT A

Legal Description of Annexed Land

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



ANNEXATION PLAN
CITY OF LIVINGSTON, MONTANA

Adopted February, 1997
Revised September, 2006

Introduction

This plan is intended to guide the City and County governments in all decisions concerning the extension of Livingston's municipal boundaries. In doing so, it will delineate a set of annexation criteria and identify areas where the Governing Bodies would like to direct future growth.

The Plan

In the past, Livingston's lack of an annexation policy has precluded any long-range planning "vision" of the development pattern that we would like to create. By basing annexation decisions on the criteria listed in this plan, the City of Livingston can take a more forward looking and structured approach to maintaining a livable and functional land use pattern for the benefit of all of it's citizens.

The basic premise of this plan is that the City and County should, by being selective in their annexation decisions, direct growth to areas that have been identified as being economically and logistically easier to provide with sewer, water, solid waste, police and fire protection and other public services. The reasons for doing this are many. First, close proximity to public services means that those services can be provided more cheaply. Secondly, the City and County will be able to promote "in-fill" and avoid "sprawl" and "strip" commercial development while at the same time conserve open space and slow the rate of land consumption. Lastly, by following such a plan, the City and County can create a sense of knowledge, both for government and any prospective developers, about the future location of growth and public facilities.

Annexation Criteria

The attached map, Figure 1., will be reexamined at least every five (5) years and upon such examination may be updated or altered to reflect any change in land use needs. As a result of recent annexations and infrastructure development, new tracts of land located outside of the City should be taken into consideration for future annexations as shown by the maps attached hereto as Exhibit A.

ANNEXATION GUIDELINES

Based upon the attached map (Figure 1.) and the combined Ordinances of the City, the following guidelines will be used in making determinations as to annexation requests and sewer and water extensions:

1. Generally, to be considered for annexation, the property in question must fall within the City Services Growth Area as shown on Figure 1. or be in an area that is identified as already receiving City Services.
2. The use of City utilities beyond City boundaries often times necessitates annexation to

occur in a hap-hazard manner. For this reason extension of City sewer and water utilities beyond the established Growth Area boundaries will not be allowed. This will help to preserve the more rural and less dense development pattern at the edges of the City while encouraging more dense development to occur in the established urban areas.

3. Where utility extensions are proposed to property which is contiguous to the City Limits annexation will occur prior to any utility work or land development.

4. Impacts on transportation systems, solid waste collection and emergency services will be considered in requests for annexations. The City may require, at the expense of the person(s) requesting annexation, that a community impact report be prepared which may include, among other things, technical studies related to the above mentioned services.

5. Priority will given to those annexation requests which will 'fill-in' the City boundary by bringing into the City properties which separate previously annexed parcels from the remainder of the City.

6. Utility extensions into areas that can not be immediately annexed because they are not contiguous to the City limits will only be allowed if, in the judgment of the governing body, such extension will be an overall benefit to the community by providing needed utility service to the intervening property or by furthering the Growth Policy by directing growth to a desirable location.

7. Any application for the extension of City utilities beyond municipal boundaries must be accompanied by a Waiver of Annexation Protest. A Waiver of SID Protest must accompany utility extension requests both inside and outside of the City Limits when the area to be served does not have in place any of the following improvements:

- Streets built to City standards
- Sidewalks
- Curbs and gutters
- Storm Sewer
- Street Lights

Timing of installation of infrastructure may be altered in the case of new subdivisions. These improvements will be a condition of final plat approval.

This Policy will not serve in any way to require the City of Livingston to disallow any annexation request which is deemed by the governing body to be in the best interest of the City. However, the City may disallow any annexation request which is determined not to comply with this Policy.

ADMINISTRATIVE PROCEDURE

The following procedure will apply when processing annexation requests:

1. All annexation requests, whether from a property owner or originating from the City, will be reviewed by the Development Review Committee (DRC). If the DRC recommends approval, the following list of materials will be forwarded to the City Manager:

The common name of the property with the address of the owner.

A map of the property to be used as a Resolution Exhibit.

If already signed, a copy of the annexation waiver and withdrawal from rural fire district. (If not already signed, a blank withdrawal from rural fire district to be sent to property owner for signature)

A brief description of the reason for the annexation (i.e. property is served by City water, property is surrounded by City, etc.)

2. Resolution of Intent to Annex approved by City Commission.
3. Recording Secretary publishes Notice of Intent to annex in legal section of the Livingston Enterprise as provided by law.
4. Recording Secretary sends Resolution of Intent to Annex to all property owners involved (include Exhibit).
5. Resolution Annexing the property is considered by the City Commission.
6. Upon approval of annexation, Recording Secretary sends copies of the Resolution annexing the property and exhibits to the County Assessor, City Fire Chief, City Police Chief, Director of Public Works and City Planner. The same package plus the signed withdrawal from Rural Fire District go to the Clerk and Recorder and Park County Rural Fire Dept.
7. Recording Secretary sends Welcome to the City of Livingston form letter along with resolution and map to newly annexed property owners.



MEMO

To:	City of Livingston Development Review Committee	IMEG #:	24007215.00
From:	IMEG Consultants Corp	Project:	Laterre Partners – USDA Development
Subject:	Annexation Narrative	Date:	January 29, 2025

RE: Request for Annexation of Lot 9, POR. LOT 9S Acreville Subdivision S 23, T 02 S, R 09 E, P.M.M. PARK COUNTY, MONTANA

The proposed development, commonly known as the Livingston USDA Site, is located at 38 Loves Lane, Livingston, MT 59047. The site is under contract with Laterre Partners, whose address is 400 Poydras Street, Suite 1568, New Orleans, LA 70130. The project aims to develop an office building, parking area, and wareyard to accommodate approximately 60 employees. A conceptual site plan is included in Appendix A.

We are requesting the annexation of Lot 9 into the City of Livingston due to its location within the City Services Growth Area and its alignment with the City of Livingston’s Annexation Plan. This memo outlines the guidelines and criteria met by the proposed improvements as specified in the City of Livingston Annexation Policy.

1. Lot 9 of the Acreville Subdivision is within the City Services Growth Area, as shown in Appendix B. Annexation of property within this boundary aligns with the criteria set forth in the policy including implementation of planning goals and avoiding an inefficient development pattern
2. The City Engineering office has reviewed the Laterre Partners Impact Report detailing the utility requirements for the proposed development. The report provided and the capacity approval from the City of Livingston are provided in Appendix C.
3. The annexation is immediately adjacent to existing City water and sewer and the City limits. This proximity allows for economic and logistically uncomplicated utility extension.

This annexation aligns with the City’s long-term planning objectives and ensures efficient use of municipal services.

PETITION TO ANNEX AND NOTICE OF WITHDRAWAL FROM RURAL FIRE DISTRICT

The undersigned hereinafter referred to as Petitioner respectfully petition the City Commission of the City of Livingston for annexation of a portion of the real property located at 38 Loves Lane, Livingston, Montana 59047, including the tract of record described as follows (referred to herein as "Property"):

[See attached Exhibit A]


The Petitioner requesting City of Livingston annexation of the Property described herein hereby mutually agree with the City of Livingston that immediately upon annexation of the land by the City of Livingston municipal water services will be provided to the Property described herein on substantially the same basis and in the same manner as such water services are provided or made available to other properties within the rest of the municipality. The Petitioner hereby states that there is no need to prepare a Municipal Annexation Service Plan for this annexation pursuant to Section 7-2-4610, M.C.A. since the parties agree as to the provision of municipal services to the property requested to be annexed.

The Petitioner further herein express an intent to have the Property as herein described withdrawn from the Park County RuralFire District under the provisions of Section 7-33-2127, M.C.A.; and that incorporated into this Petition to Annex is the Notice requirement pursuant to said Section; and that upon proper adoption of an ordinance or resolution of annexation by the City Commission of the City of Livingston, the Property shall be detracted from said district.

In the event the Property is not immediately annexed, the Petitioner further agrees that this covenant shall run to, with, and be binding upon the title of the said real property, and shall be binding upon our heirs, assigns, successors in interest, purchasers, and any and all subsequent holder or owners of the above-described Property.

This City hereby agrees to allow the Petitioner to connect and receive the utilities from the City of Livingston as provided herein.

LATERRE PARTNERS



Petitioner/ Owner

Date

PETITION FOR ANNEXATION

Pursuant to 7-2-4601 et seq. Montana Code Annotated, we, the undersigned, being the owners of all of the property described on Exhibit A which is attached hereto and incorporated by this reference as though fully set forth herein, hereby petition the City of Livingston, Montana, to annex the property described by Exhibit A into the City of Livingston, Montana.

By executing this petition, we consent to said annexation and agree to cooperate fully with the officers and employees of the City of Livingston, Montana, to accomplish the annexation of the land described by Exhibit A.

Dated this 27th day of March, 2025

PETITIONERS: [Signature] Charles Picciola

Signature Printed name PO Box 149 Thibodaux LA 70302

Signature Printed name Address

STATE OF LOUISIANA)

: ss

Jefferson Parish)

SIGNED AND SWORN before me on this 27th day of March, 2025.

by Charles Picciola

[Signature] Notary Public for the State of Louisiana



PETITION TO ANNEX AND NOTICE OF WITHDRAWAL FROM RURAL FIRE DISTRICT

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This City hereby agrees to allow the Petitioner to connect and receive the utilities from the City of Livingston as provided herein.

LATERRE PARTNERS



Petitioner/ Owner

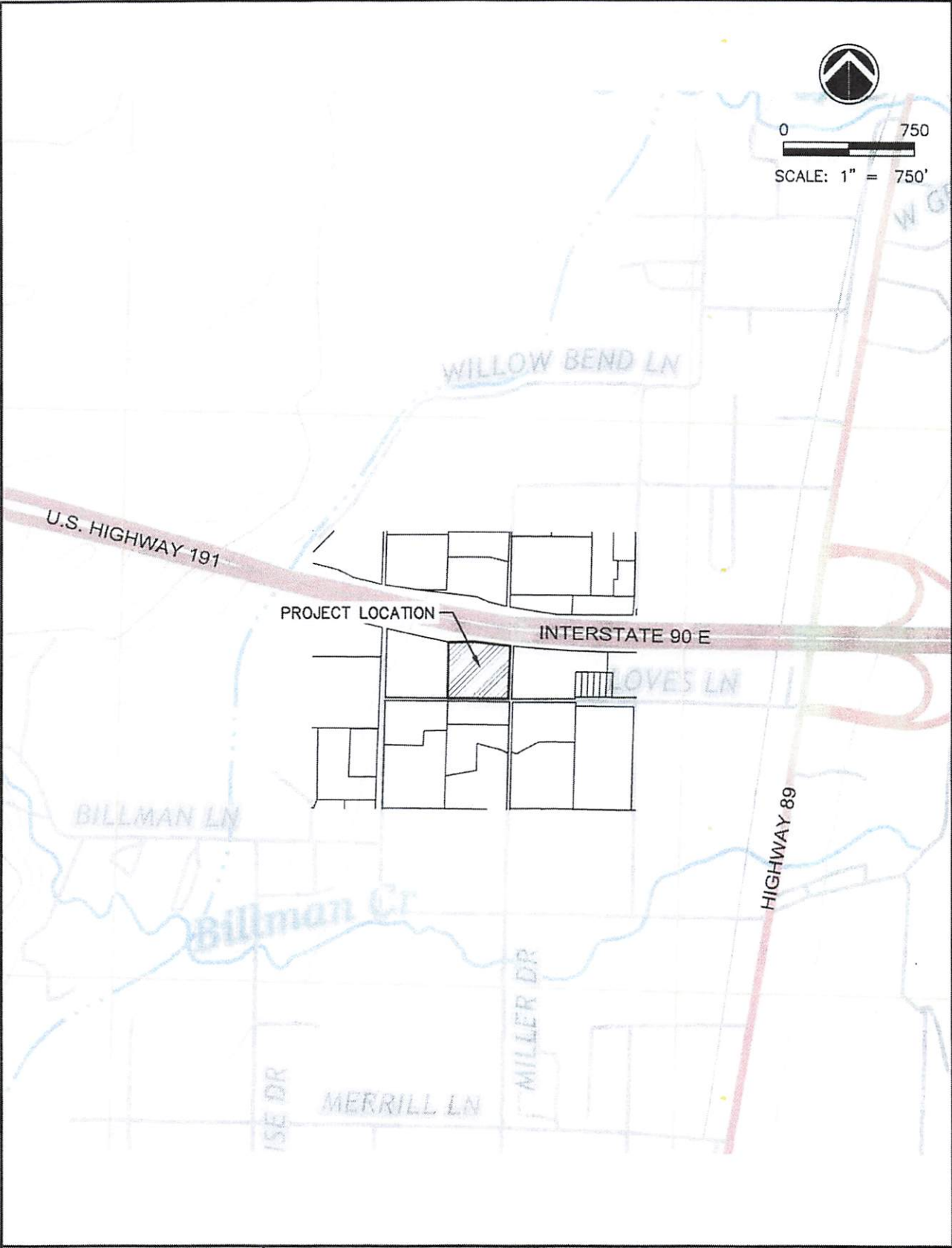
Date

EXHIBIT A

**LOT 9 POR. LOT 9S OF ACREVILLE SUBDIVISION SE ¼ OF SEC. 23, T. 02 S., R. 09 E.,
P.M.M. PARK COUNTY, MONTANA**



0 750
SCALE: 1" = 750'



1/29/25, G:\2024\24007215.00\DESIGN\DWG\130\VP\DT\24007215-VICINITY MAP.DWG



1143 STONERIDGE DR
SUITE 1
BOZEMAN, MT 59718

PH: 426.882.9901
www.imegcorp.com

LIVINGSTON USDA SITE
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
38 LOVES LANE, LIVINGSTON, MT

EXHIBIT

B

VICINITY MAP

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

REVISED TRACT 10
OF COS 2806
ACREVILLE
SUBDIVISION
SEC. 23, T. 02 S. R.
09 E.

MILLER LANE

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.



0 75

SCALE: 1" = 75'

MAPPING NOTES:

LOCATION OF PROPERTY LINES AND EASEMENTS SHOWN HEREON ARE FOR MAPPING PURPOSES ONLY AND ARE APPROXIMATE IN NATURE; THEREFORE, THIS MAP IN NO WAY REPRESENTS A LEGAL BOUNDARY SURVEY.



1143 STONERIDGE DR
SUITE 1
BOZEMAN, MT 59718

PH: 408.582.0901
www.imegcorp.com

LIVINGSTON USDA SITE
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
38 LOVES LANE, LIVINGSTON, MT

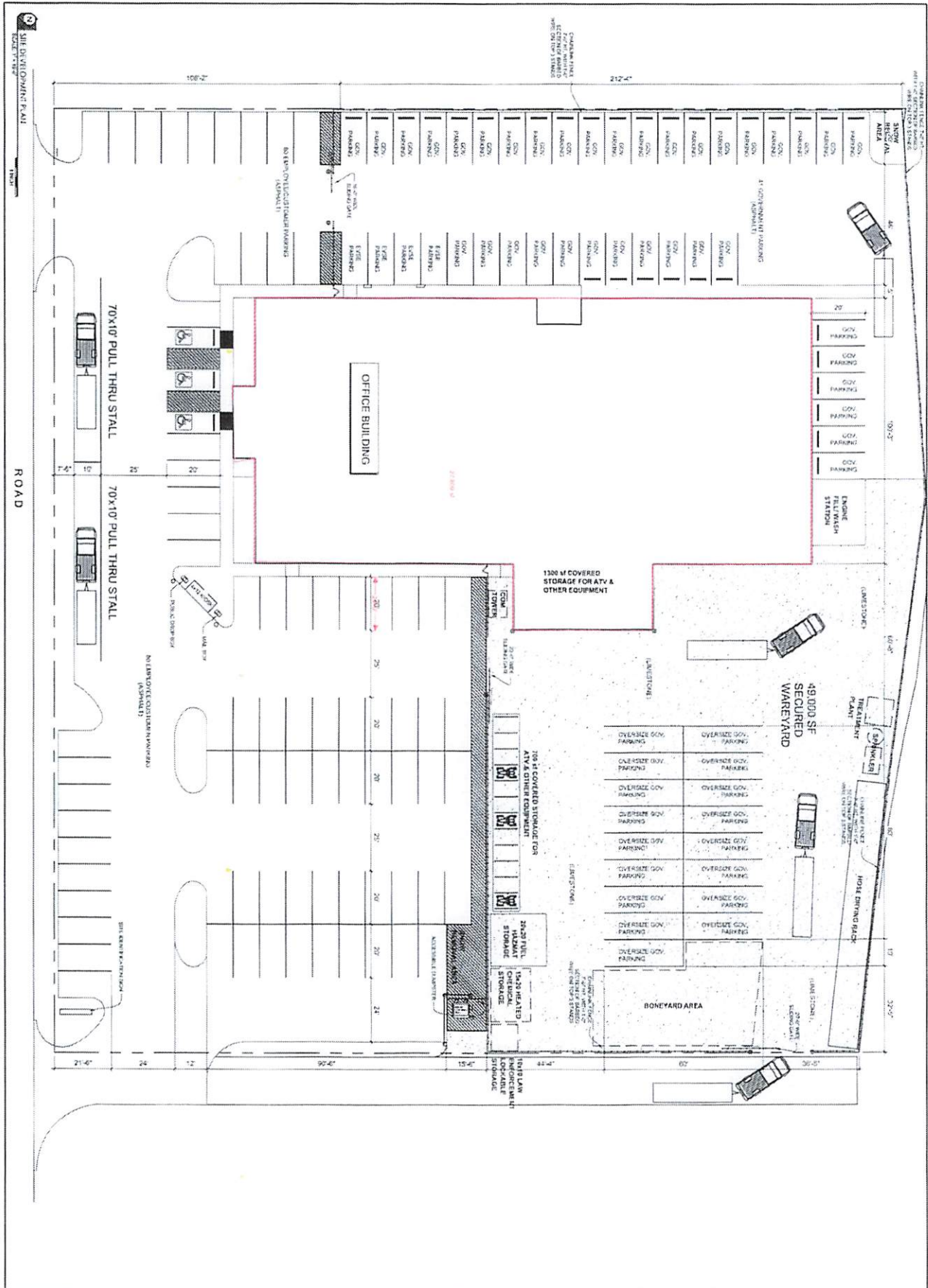
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VICINITY MAP

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APPENDIX A



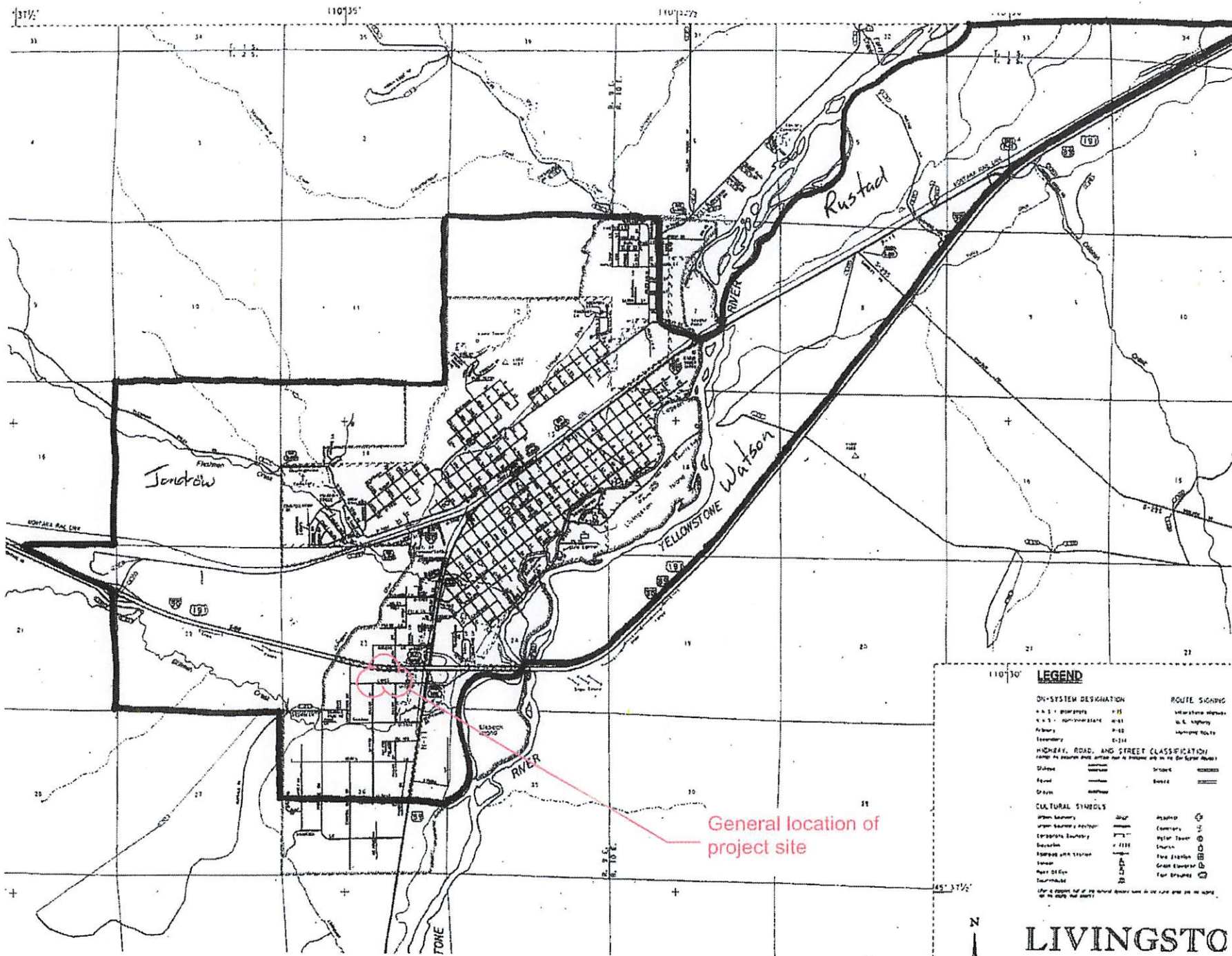
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PROJECT NUMBER
A2400
 MAY 2014
 SHEET NUMBER
A-101
 REVISIONS

USDA - OFFICE BUILDING
 LIVINGSTON, MT



APPENDIX B



LEGEND

ON-SYSTEM DESIGNATION		ROUTE SIGNING	
•••••	Interstate	1-15	Yellowstone Highway
—•—•—	Highway State	16-25	U.S. Highway
—•—	Highway	26-35	Trunking Route
—•—•—	Secondary	36-45	Trunking Route
HIGHWAY, ROAD, AND STREET CLASSIFICATION			
Double	Interstate	Single	Interstate
Single	Highway	Double	Highway
Single	Highway	Double	Highway
CULTURAL SYMBOLS			
Urban boundary	200'	Well	Well
Urban boundary 400'	200'	Contour	Contour
Suburban boundary	400'	Water Tower	Water Tower
Boundary	400'	Church	Church
Boundary with station	400'	Fire Station	Fire Station
Station	400'	Grain Elevator	Grain Elevator
Apex Office	400'	Four Stripes	Four Stripes
Structure	400'		

General location of project site

LIVINGSTON

APPENDIX C



LATERRE PARTNERS

USDA Site Development Utility Impact Report

IMEG #24007215.00

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APPENDIX A 7



Utility Impact Report
for
USDA Site Development
Livingston, MT

IMEG #24007215.00
December 17, 2024

Introduction

The Livingston USDA project involves the development of an office building, parking area, and wareyard on a 2.439-acre parcel located NE of the intersection of Loves Lane and Miller Lane in Park County, MT. The subject property currently is outside of City of Livingston limits and is undergoing annexation as part of this development. The project necessitates the installation of water and sanitary sewer mains to service the subject property and will connect to the municipal system operated by the City of Livingston. The intent of this report is to communicate the new and additional demand on City services and to provide a preliminary estimate of the general configuration of new mains and appurtenances to obtain City of Livingston annexation.

Sanitary Sewer System

This development proposes to extend the existing sewer system to the project site. The existing sewer consists of an 8-inch PVC gravity main currently stubbed in the intersection of Loves Lane and Miller Drive adjacent to the property's southwest corner. It is proposed to install 400-LF of 8-inch PVC gravity main from the existing manhole to a proposed manhole.

The flow rates used herein are according to the City of Livingston Public Works Design Standards and Specification Policy, August 2022 and Montana DEQ Circulars #2 and #4. The peaking factor for the design area is determined by calculating the equivalent population and plugging it into the Harmon Formula. An 8-inch main is the minimum diameter allowed within the City of Livingston. All new sewer lines shall be sized to flow at no more than 75% of capacity for peak hour conditions.

Sanitary Sewer Design Flow

Using Table V-1 Wastewater Flow Rate for Zoned Undeveloped Areas in the City of Livingston's DSSPs, the value 1,000 Gal./Acre/Day was selected for Light Industrial zoning designation and the development's average daily wastewater generation is calculated.

$$2.439 \text{ Acres} \cdot 1,000 \frac{\text{Gal}}{\text{Acre} \cdot \text{Day}} = 2,439 \text{ GPD}$$

The daily wastewater generation for an Industrial Building was also calculated using Table 3.1-1 in Montana DEQ Circular 4. This calculation incorporates the total number of people employed, 60, and typical flow rate for this type of business, rather than land area as captured above.

$$60 \text{ Employees} \cdot 13 \frac{\text{GPD}}{\text{Employee}} = 780 \text{ GPD}$$

The City of Livingston’s wastewater generation method, using land area, results in higher demand on the wastewater system, therefore, will be used to assess the adequacy of the existing sanitary sewer main.

Design Flow

The peak hourly flow rate is calculated by multiplying the City’s design generation rate, determined above, by the peaking factor, calculated by the Harmon Formula. Given that this development is non-residential, an equivalent population was determined by the total number of employees estimated to use the proposed office building, 60.

Harmon Formula

$$\text{Peaking Factor} = \frac{(18 + P^{0.5})}{(4 + P^{0.5})}$$

Where: P = Population in Thousands

$$\text{Peaking Factor} = \frac{(18 + 0.06^{0.5})}{(4 + 0.06^{0.5})}$$

$$\text{Peaking Factor} = 4.30$$

Peak Flow:

$$Q = 2,439 \text{ GPD} \cdot 4.30 = 10,487.70 \text{ GPD}$$

$$10,487.70 \text{ GPD} \cdot \frac{1 \text{ Day}}{86,400 \text{ Sec}} \cdot \frac{1 \text{ ft}^3}{7.48052 \text{ Gal}} = 0.0162 \text{ CFS}$$

$$Q_{\text{peak}} = 0.0162 \text{ CFS}$$

Sanitary Sewer Hydraulic Analysis

The capacity of an 8-inch main is found using Manning’s Equation:

$$Q = \frac{1.486}{n} AR^{\frac{2}{3}} S^{\frac{1}{2}}$$



For an 8-inch PVC sewer main:

$$\text{Manning's } n = 0.013 \text{ for PVC}$$

$$S = \text{Min Slope} = 0.004 \frac{ft}{ft}$$

$$A = \text{Area} = \frac{\pi d^2}{4} = 0.34907 \text{ ft}^2$$

$$P = \text{Perimeter} = 2\pi r = 2\pi \left(\frac{4}{12}\right) = 2.0944 \text{ ft}$$

$$R = \text{Hydraulic Radius} = \frac{A}{P} = \frac{0.34907}{2.0944} = 0.16667 \text{ ft}$$

$$R^{\frac{2}{3}} = 0.30285 \text{ ft}$$

$$S = 0.004 \frac{ft}{ft}$$

$$S^{\frac{1}{2}} = 0.0632 \frac{ft}{ft}$$

$$Q_{full} = \frac{1.486}{0.013} \cdot 0.34907 \cdot 0.30285 \cdot 0.0632 = 0.7643 \text{ CFS}$$

$$Q_{0.75} = 0.75 \cdot 0.7643 \text{ CFS} = 0.5732$$

$$\frac{Q_{peak}}{Q_{full}} = 2.12\%$$

Based on the inputs and calculations above, the design flow will inundate 2.83% of an 8-inch sewer main. This size is adequate to carry the generated wastewater flows for the proposed development and the adjacent properties.

Water Distribution System

Water Use Data

Domestic, irrigation, and lot irrigation water will be provided by the City of Livingston Municipal System. It is proposed to service this site by extending the existing 8-inch **C900 PVC** pipe water main as part of this development. It is proposed to install the new water main from the current terminated in Loves Lane, southeast of the project location, west of hydrant 14, to the western boundary of the subject property. The new water main will terminate with a proposed hydrant. This section will assess the development's domestic, irrigation, and fire flow water demand on the distribution system.



Water Distribution Sizing

Estimated domestic water use for the site is based on planned use and density and other design parameters according to the City of Livingston Design Standards and Specifications Policy (DSSP). The proposed development is intended to be zoned limited industrial. It is assumed that the domestic water use is equal to the wastewater generation at 2,439 GPD. A fire flow rate of 1500 GPM is based on a 22,609 SF building with a Type IA and IB System pursuant to the International Fire Code (IFC).

- Average Daily Residential Usage = 100 gallons per capita per day
- Minimum Fire Hydrant Flow = 1,500 gallons per minute
- Residual Pressure Required = 20 psi for Fire Flow

- Average Day Demand (Peaking Factor = 1.00)
- Maximum Day Demand (Peaking Factor = 4.30)
- Peak Hour Demand (Peaking Factor = 5.28)

Based on Volume Standards in ARM 36.12.115 for lawn, garden, and shrubbery, the irrigation rate can be assessed at 2.50 acre-feet per acre per year. The proposed landscaping covers 6150 ft², or 0.14 acres. The total demand for irrigation is 312.46 GPD.

$$\begin{aligned}
 \text{Irrigation Demand} &= 2.50 \frac{\text{Acre} - \text{Feet}}{\text{Acre} \cdot \text{Year}} \cdot 0.14 \text{ Acres} = 0.35 \frac{\text{Acre} - \text{Feet}}{\text{Year}} \\
 &= 0.35 \frac{\text{Acre} - \text{Feet}}{\text{Year}} \cdot \frac{325851 \text{ Gal}}{\text{Acre} - \text{Feet}} \cdot \frac{1 \text{ Year}}{365 \text{ Day}} \\
 &= 312.46 \text{ GPD} \cdot \frac{1 \text{ Day}}{24 \text{ Hr}} \cdot \frac{1 \text{ Hr}}{60 \text{ Min}} = 0.22 \text{ GPM}
 \end{aligned}$$

Water Demand

$$\begin{aligned}
 \text{Average Daily Demand} &= 1,000 \frac{\text{Gal}}{\text{Acre} \cdot \text{Day}} \cdot 2.439 \text{ Acres} = 2,439 \text{ GPD} \\
 2,439 \text{ GPD} &\cdot \frac{1 \text{ Day}}{24 \text{ Hr}} \cdot \frac{1 \text{ Hr}}{60 \text{ Min}} = 1.69 \text{ GPM}
 \end{aligned}$$



$$\text{Maximum Daily Demand} = (1.69 \text{ GPM} + 0.22 \text{ GPM}) \cdot 2.36 = 4.51 \text{ GPM}$$

$$\text{Peak Hourly Demand} = (1.69 \text{ GPM} + 0.22 \text{ GPM}) \cdot 5.28 = 10.08 \text{ GPM}$$

$$\text{Total Water Demand} = 4.51 \text{ GPM} + 1,500 \text{ GPM} = 1504.51 \text{ GPM}$$

The City of Livingston requires that the system design account for both the maximum hourly demand and the necessary fire flow. The maximum hourly demand is calculated by adding the average daily office flow to the average daily irrigation flow, then multiplying the sum by the maximum-hour peaking factor of 5.28. As a result, the system must be designed to meet a demand of **1504.51 GPM**

IMEG has prior experience designing City services in the area, including the development of property to the southeast. Additionally, IMEG has a WaterCAD model for the water main along Loves Lane. Hydrant-135 provides a total available flow of **2,228.67 GPM** with a residual pressure of **69 psi**. The WaterCAD data for this hydrant is provided in Appendix A. Based on this model, we believe that Hydrant-135 will provide sufficient flow to meet the stated demand.

Demand Summary Tables

Table 1. Sanitary Sewer Demand

Average Day Demand		Harmon Formula Peaking Factor	Peak Flow Rate	
GPD	CFS		GPD	CFS
2439.00	0.0038	4.3	10470.33	0.0162

Full Pipe Flow Rate		75% Pipe Flow Rate		Q _{peak} /Q _{full}
GPD	CFS	GPD	CFS	
493980	0.7643	370468.8631	0.5732	2.12%

Table 2. Water Demand

Average Day Office Demand	Average Day Irrigation Demand	Average Daily Demand	Maximum Daily Demand	Peak Hourly Demand	Fire flow	Design Flow
1.69	0.22	1.91	4.51	10.10	1500	1504.51 GPM
0.0038	0.0005	0.0043	0.0183	0.0225	3.3420	CFS



Table 3. WaterCAD Hydrant Data

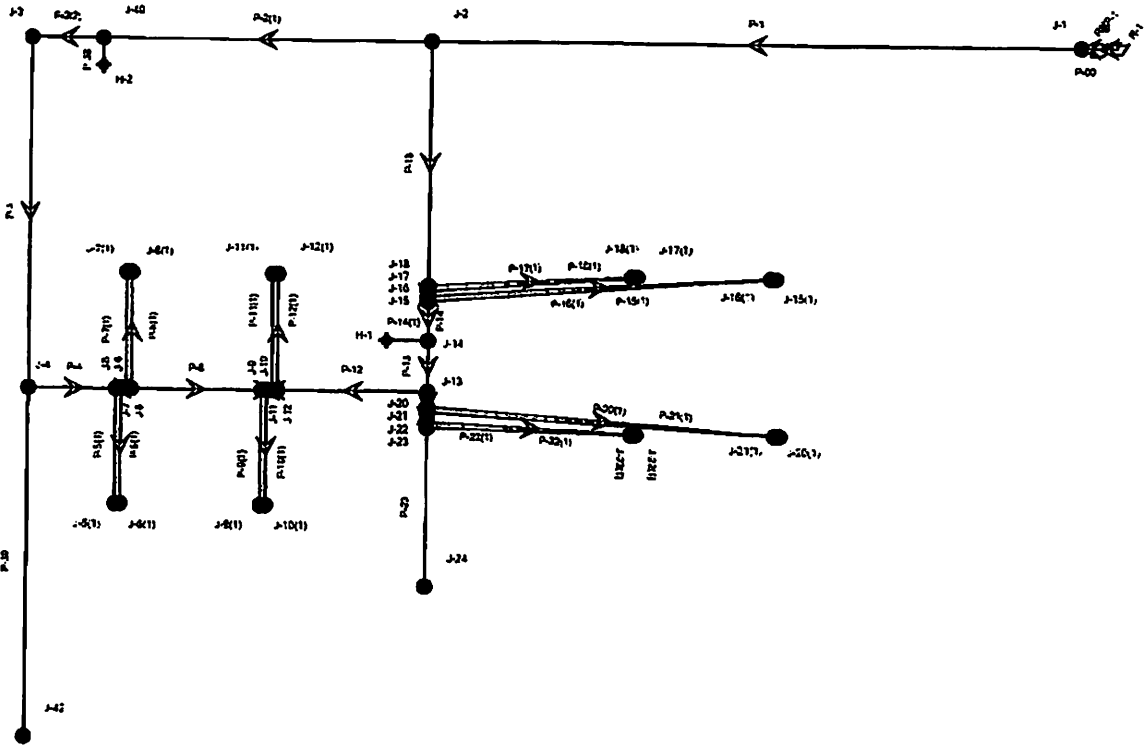
ID	Label	Pressure (psi)	Flow (Total Available) (gpm)
135	H-2	69	2,228.67



APPENDIX A



Scenario: Base



Pump Definition Detailed Report: Ex Hyd-141

Element Details

ID	126	Notes
Label	Ex Hyd-141	

Pump Curve

Flow (gpm)	Head (ft)
0.00	159.23
687.77	150.00
1,065.67	138.46
1,352.82	126.92
1,595.36	115.38
1,809.86	103.85
2,004.59	92.31
2,184.39	80.77
2,352.37	69.23
2,510.71	57.69
2,660.95	46.15
2,804.30	34.62
2,941.65	23.08
3,073.75	11.54
3,201.18	0.00

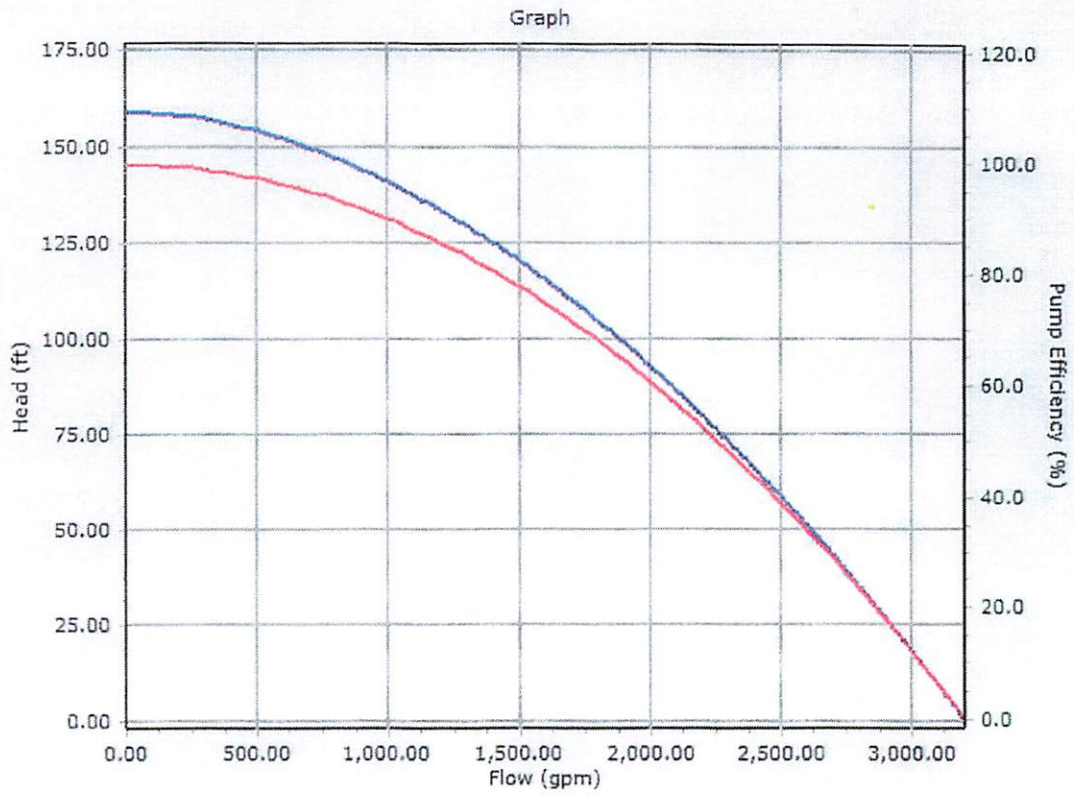
Pump Efficiency Type

Pump Efficiency Type	Best Efficiency Point	Motor Efficiency	100.0 %
BEP Efficiency	100.0 %	Is Variable Speed Drive?	False
BEP Flow	0.00 gpm		

Transient (Physical)

Inertia (Pump and Motor)	0.000 lb·ft ²	Specific Speed	SI=25, US=1280
Speed (Full)	0 rpm	Reverse Spin Allowed?	True

Pump Definition Detailed Report: Ex Hyd-141



Fire Flow Node FlexTable: Fire Flow Results Table

Label	Satisfies Fire Flow Constraints?	Flow (Total Needed) (gpm)	Flow (Total Available) (gpm)	Pressure (Residual Lower Limit) (psi)	Pressure (Calculated Residual @ Total Flow Needed) (psi)
H-1	True	1,500.00	2,209.93	20	45
H-2	True	1,500.00	2,228.67	20	45

Please let us know if you have questions, and what next steps we should anticipate?

Thanks and Hapy Holidays!

Erik Garberg, P.E.
IMEG | Senior Civil Engineer 3



1143 Stoneridge Drive | Suite 1 | Bozeman, MT 59718

(406) 582-9901 phone
(406) 624-5331 single reach
(406) 595-8737 mobile

Erik.D.Garberg@imegcorp.com

[website](#) | [vCard](#) | [map](#) | [regional news](#) 

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AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

This email may contain confidential and/or private information. If you received this email in error please delete and notify sender.

Erik D. Garberg

From: Shannon Holmes <sholmes@livingstonmontana.org>
Sent: Friday, January 17, 2025 11:06 AM
To: Erik D. Garberg; Jennifer Severson; Adam Ballew; Matt McGee
Cc: Paloma Burger; charles@laterrepartners.com; Josh Chabalowski
Subject: RE: 24007215.00 - Love Lane Property - Annexation/Utility Demand
Attachments: Max Day Map.pdf; USDA SSA Summary.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

External Email: Treat links and attachments with caution.

Erik,

Good morning,

We have inserted this project into the water and sewer models and the associated information is attached. In summary, the systems have capacity for this project.

For the water system, the demand from the Laterre Partners Impact Report was inserted and the system has a max day static pressure of approximately 65 psi and 2,041 gpm available fire flow at the end of the proposed extension. This information can be confirmed with a field fire flow exercise at junction 1080 too.

Please let me know if you have any questions.

Have a great day!



SHANNON HOLMES
Public Works Department
 Director

☎ 406-222-5667

✉ sholmes@livingstonmontana.org

📍 330 Bennett St. Livingston, MT

🌐 www.livingstonmontana.org

📘 www.facebook.com/ColPublicWorks

From: Erik D. Garberg <Erik.D.Garberg@imegcorp.com>
Sent: Monday, January 13, 2025 3:48 PM
To: Shannon Holmes <sholmes@livingstonmontana.org>; Jennifer Severson <jseverson@livingstonmontana.org>
Cc: Paloma Burger <Paloma.R.Burger@imegcorp.com>; charles@laterrepartners.com
Subject: RE: 24007215.00 - Love Lane Property - Annexation/Utility Demand

Shannon,

I hope you had a great holiday break. Has your team had a chance to review these yet?

Thanks!

Erik Garberg, P.E.
IMEG Senior Civil Engineer 3



1143 Stoneridge Drive | Suite 1 | Bozeman, MT 59718

(406) 582-9901 phone
(406) 624-5331 single reach
(406) 595-8737 mobile

Erik.D.Garberg@imegcorp.com

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AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

This email may contain confidential and/or private information. If you received this email in error please delete and notify sender.

From: Shannon Holmes <sholmes@livingstonmontana.org>
Sent: Wednesday, December 18, 2024 11:18 AM
To: Erik D. Garberg <Erik.D.Garberg@imegcorp.com>; Jennifer Severson <jseverson@livingstonmontana.org>
Cc: Paloma Burger <Paloma.R.Burger@imegcorp.com>; charles@laterrepartners.com
Subject: RE: 24007215.00 - Love Lane Property - Annexation/Utility Demand

External Email: Treat links and attachments with caution.

Thanks Eric. We will run these in our model and be in touch. It may be early January given the Holidays next week.

Best,



SHANNON HOLMES
*Public Works Department
Director*
☎ 406-222-5667
✉ sholmes@livingstonmontana.org
📍 330 Bennett St. Livingston, MT
🌐 www.livingstonmontana.org
📘 www.facebook.com/ColPublicWorks

From: Erik D. Garberg <Erik.D.Garberg@imegcorp.com>
Sent: Wednesday, December 18, 2024 10:50 AM
To: Shannon Holmes <sholmes@livingstonmontana.org>; Jennifer Severson <jseverson@livingstonmontana.org>
Cc: Paloma Burger <Paloma.R.Burger@imegcorp.com>; charles@laterrepartners.com
Subject: 24007215.00 - Love Lane Property - Annexation/Utility Demand

Shannon,

Apologies for the delay in getting this to you. Attached is a memo detailing our anticipated demand, as well as providing the results of our WaterCAD model from previous work on Love Lane.

File Attachments for Item:

B. SECOND READING OF ORDINANCE 3057: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 2, GOVERNMENT AND ADMINISTRATION, OF THE LIVINGSTON MUNICIPAL CODE, BY CREATING A CONFLICT OF INTEREST POLICY.



DATE: April 1, 2025
TO: Chair Schwarz and City Commissioners
FROM: Grant Gager, City Manager
RE: ORDINANCE 3057 Creating a Conflict of Interest Policy

Recommendation and Summary

The City Manager is presenting Ordinance 3057 creating a conflict of interest policy. The Commission may approve the second reading and passage of the ordinance with the following motion:

"I move to approve the second reading of Ordinance 3057 and authorize the Chair to sign."

The reasons for the recommendation are as follows:

- The City Commission discussed the development of a conflict of interest policy at its meeting on January 7, 2025, with two Commissioners expressing interest in a discussion at a coming meeting.
- The City Commission conducted a first reading of Ordinance 3057 on March 4, 2025.

Introduction and History

Montana Code Annotated (MCA) includes certain provisions related to the standard of conduct of public officers and employees. Those provisions are located in Chapter 2 of Title 2 and, more specifically:

- [MCA 2-2-104](#) entitled "Rules of conduct for public officers, legislators, and public employees."
- [MCA 2-2-105](#) entitled "Ethical Requirements For Public Officers And Public Employees"
- [MCA 2-2-121](#) entitled "Rules Of Conduct For Public Officers And Public Employees"

The City Commission has included several of these MCA provisions in its Handbook that was most recently updated in December 2024. The City Commission discussed the development of a more robust conflict of interest policy at its meeting on January 7, 2025. At that meeting two Commissioners expressed interest in a discussion at a coming meeting and the City Manager has included this item pursuant to Livingston Municipal Code Section 2-16. The City Commission conducted a first reading of the ordinance on March 4, 2025, with the changes included in the attachment.

**Analysis**

The attached policy has been developed based on the feedback received from the Commission. The policy is written to apply to the City Commission as well as its community and advisory boards.

Fiscal Impact

There is no fiscal impact from creating a disclosure policy.

Strategic Alignment

This item was initiated by the City Commission at a request during a meeting pursuant to the Livingston Municipal Code.

Attachments

- Attachment A: Ordinance 3057

ORDINANCE NO. 3057

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 2, GOVERNMENT AND ADMINISTRATION, OF THE LIVINGSTON MUNICIPAL CODE, BY CREATING A CONFLICT OF INTEREST POLICY.

Preamble.

The purpose of this Ordinance is to establish and enshrine a conflict of interest policy in the Livingston Municipal Code.

WHEREAS, the Commission of the City of Livingston has adopted a code of ethics; and

WHEREAS, the Commission of the City of Livingston desires to create a conflict of interest policy; and

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Livingston, Montana, that Chapter 2 of the Livingston Municipal Code be hereby amended to include the new following language (**ADDITIONS UNDERLINED AND DELETIONS ~~STRUCK THROUGH~~**):

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.

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.

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 committee 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.
- 8. 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.

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.

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.

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.

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, ~~directly or indirectly,~~ 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, ~~directly or indirectly,~~ 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.

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 ~~six (6) months~~ two (2) years from the date of termination of employment.

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.

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.

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.

SECTION 2

Statutory Interpretation and Repealer:

Any and all resolutions, ordinances and sections of the Livingston Municipal Code and parts thereof in conflict herewith are hereby repealed.

SECTION 3

Severability:

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provision or application and, to this end, the provisions of this ordinance are declared to be severable.

SECTION 4

Savings Provision:

This ordinance does not affect the rights or duties that matured, penalties and assessments that were incurred or proceedings that begun before the effective dates of this ordinance.

SECTION 5

Effective date:

This ordinance will become effective 30 days after second and final adoption.

PASSED by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the ____ day of March, 2025.

QUENTIN SCHWARZ, CHAIR

ATTEST:

EMILY HUTCHINSON
City Clerk

APPROVED TO AS FORM:

JON HESSE
City Attorney

PASSED by the City Commission of the City of Livingston, Montana, on second reading at a regular session thereof held on the ____ day of April, 2025.

QUENTIN SCHWARZ, CHAIR

ATTEST:

EMILY HUTCHINSON
City Clerk

APPROVED TO AS FORM:

JON HESSE
City Attorney

File Attachments for Item:

C. DISCUSSION AND DIRECTION REGARDING SOLID WASTE HAULING



DATE: April 1, 2025
TO: Chair Schwarz and City Commissioners
FROM: Grant Gager
RE: Staff Report for Discussion and Direction Regarding Solid Waste Hauling

Recommendation and Summary

Staff is providing the Commission an update on the discussion regarding solid waste hauling and welcomes direction from the City Commission on the review.

The reasons for the recommendation are as follows:

- The City Commission approved a review of the City's Solid Waste Hauling on January 3, 2023.
- The City has received information from the consulting team on the solid waste hauling evaluation.

Introduction and History

On January 3, 2023, the City Commission approved a contract with Herrera Environmental to develop a technical evaluation of the City's current and long-term solid waste disposal options. The first part was to evaluate the current long haul disposal rate from a cost basis and the second considered alternative strategies and the costs/schedules associated with those strategies. The goal of the effort was to incorporate hauling and disposal along with capital expenditures into a net present value price per ton in order to compare to the current long-haul price per ton.

Analysis

City staff has received and reviewed the analysis and is presenting it to the City Commission for discussion.

Fiscal Impact

The funding for the Herrera analysis was included in the FY 2023 budget.

Strategic Alignment

City of Livingston Growth Policy Objective 9.1.3. states "Develop an integrated and efficient solid waste management system."



Attachments

- Attachment A: Net Present Value Reports from Herrera Environmental

Alternative 1 - Status Quo

Year	Disposal Cost	Annual Tons	Total Yearly Cost
2025	\$ 436,800.00	14,000.00	\$ 688,515.00
2026	\$ 478,975.92	14,756.00	\$ 744,270.92
2027	\$ 525,224.21	15,552.82	\$ 805,069.21
2028	\$ 575,938.08	16,392.68	\$ 870,818.08
2029	\$ 631,548.70	17,277.88	\$ 941,948.70
2030	\$ 692,528.90	18,210.89	\$ 1,019,903.90
2031	\$ 759,397.14	19,194.27	\$ 1,104,232.14
2032	\$ 832,721.94	20,230.77	\$ 1,196,471.94
2033	\$ 913,126.74	21,323.23	\$ 1,296,276.74
2034	\$ 1,001,295.16	22,474.68	\$ 1,405,300.16
2035	\$ 1,097,976.82	23,688.31	\$ 1,523,806.82
2036	\$ 1,203,993.73	24,967.48	\$ 1,652,618.73
2037	\$ 1,320,247.27	26,315.73	\$ 1,793,122.27
2038	\$ 1,447,725.86	27,736.78	\$ 1,946,305.86
2039	\$ 1,587,513.36	29,234.56	\$ 2,112,768.36
2040	\$ 1,740,798.25	30,813.23	\$ 2,294,668.25
2041	\$ 1,908,883.82	32,477.14	\$ 2,492,338.82
2042	\$ 2,093,199.15	34,230.91	\$ 2,708,179.15
2043	\$ 2,295,311.35	36,079.38	\$ 2,943,756.35
2044	\$ 2,516,938.81	38,027.66	\$ 3,200,303.81
2045	\$ 2,759,965.88	40,081.16	\$ 3,480,190.88
20-Year Total Cost			\$ 36,220,866.09
Net Present Value			\$ 36,389,691
Net Present Value Per Ton			\$ 69.57

Alternati
Equipme

Alternative 2B - Billings City Haul and Equipment

Year	Annual Tonnage	Annual Trips	Staff Cost	Equipment Cost	Diesel (\$/GAL)	Transportation Cost	Disposal Cost	Total Yearly Cost
2023	14,000.00	519	\$ 79,280.00	\$ 350,000.00	\$ 3.35	\$ 88,092	\$ 493,500	\$ 1,010,871.60
2024	14,756.00	547	\$ 84,829.60	\$ 20,000.00	\$ 3.56	\$ 98,546	\$ 535,753	\$ 739,129.44
2025	15,552.82	577	\$ 88,222.78	\$ 369,417.53	\$ 3.77	\$ 110,336	\$ 581,625	\$ 1,149,600.50
2026	16,392.68	608	\$ 91,751.70	\$ 20,000.00	\$ 4.01	\$ 123,404	\$ 631,423	\$ 866,579.08
2027	17,277.88	640	\$ 95,421.76	\$ 20,000.00	\$ 4.25	\$ 137,877	\$ 685,486	\$ 938,784.61
2028	18,210.89	675	\$ 99,238.63	\$ 30,000.00	\$ 4.51	\$ 154,348	\$ 744,177	\$ 1,027,764.06
2029	19,194.27	711	#####	\$ 20,000.00	\$ 4.79	\$ 172,565	\$ 807,894	\$ 1,103,667.19
2030	20,230.77	750	#####	\$ 20,000.00	\$ 5.08	\$ 193,211	\$ 877,065	\$ 1,197,612.84
2031	21,323.23	790	#####	\$ 20,000.00	\$ 5.40	\$ 216,015	\$ 952,160	\$ 1,299,804.60
2032	22,474.68	833	#####	\$ 20,000.00	\$ 5.73	\$ 241,762	\$ 1,033,684	\$ 1,411,540.67
2033	23,688.31	878	#####	\$ 459,205.42	\$ 6.08	\$ 270,473	\$ 1,122,188	\$ 1,972,604.75
2034	24,967.48	925	#####	\$ 20,000.00	\$ 6.45	\$ 302,452	\$ 1,218,269	\$ 1,666,290.14
2035	26,315.73	975	#####	\$ 20,000.00	\$ 6.85	\$ 338,381	\$ 1,322,578	\$ 1,811,549.78
2036	27,736.78	1028	#####	\$ 20,000.00	\$ 7.27	\$ 378,687	\$ 1,435,817	\$ 1,970,318.72
2037	29,234.56	1083	#####	\$ 20,000.00	\$ 7.72	\$ 423,450	\$ 1,558,751	\$ 2,143,448.73
2038	30,813.23	1142	#####	\$ 30,000.00	\$ 8.19	\$ 473,943	\$ 1,692,212	\$ 2,343,051.72
2039	32,477.14	1203	#####	\$ 20,000.00	\$ 8.69	\$ 529,921	\$ 1,837,099	\$ 2,539,793.56
2040	34,230.91	1268	#####	\$ 556,506.90	\$ 9.23	\$ 592,859	\$ 1,994,391	\$ 3,302,641.17
2041	36,079.38	1337	#####	\$ 20,000.00	\$ 9.79	\$ 663,513	\$ 2,165,151	\$ 3,013,903.86
2042	38,027.66	1409	#####	\$ 20,000.00	\$ 10.40	\$ 742,190	\$ 2,350,531	\$ 3,284,570.85
2043	40,081.16	1485	#####	\$ 639,976.94	\$ 11.03	\$ 830,265	\$ 2,551,784	\$ 4,200,749.29
\$ 38,994,277.17								
\$ 37,967,026								
\$ 72.59								

Year
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ve 3 - Logan Private Hauler with
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Equipment Cost	Tons Per Year	Total
\$ 55.00	14,279.74	\$ 785,386
\$ 57.20	15,050.85	\$ 860,908
\$ 59.49	15,863.59	\$ 943,693
\$ 61.87	16,720.23	\$ 1,034,439
\$ 64.34	17,623.12	\$ 1,133,911
\$ 66.92	18,574.77	\$ 1,242,947
\$ 69.59	19,577.80	\$ 1,362,469
\$ 72.38	20,635.00	\$ 1,493,484
\$ 75.27	21,749.30	\$ 1,637,098
\$ 78.28	22,923.76	\$ 1,794,521
\$ 81.41	24,161.64	\$ 1,967,082
\$ 84.67	25,466.37	\$ 2,156,237
\$ 88.06	26,841.55	\$ 2,363,580
\$ 91.58	28,291.00	\$ 2,590,862
\$ 95.24	29,818.71	\$ 2,840,000
\$ 99.05	31,428.92	\$ 3,113,094
\$ 103.01	33,126.08	\$ 3,412,449
\$ 107.13	34,914.89	\$ 3,740,590
\$ 111.42	36,800.29	\$ 4,100,285
\$ 115.88	38,787.51	\$ 4,494,569
\$ 120.51	40,882.04	\$ 4,926,767
		\$ 47,994,372.21
		\$ 47,994,372
		\$ 91.76

File Attachments for Item:

D. PURCHASE ORDER 20162 WITH TOM BANDSTRA FOR 2008 PETERBILT 389 TRUCK



DATE: April 1, 2025
TO: Chair Schwarz and City Commissioners
FROM: Grant Gager
RE: Staff Report for Purchase Order 20162 of a Peterbilt 389

Recommendation and Summary

Staff is recommending the Commission approve the purchase of a 2008 Peterbilt 389 Truck by adopting the following motion:

“I move to ratify Purchase Order 20162 with Tom Bandstra and authorize the City Manager to sign Purchase Order.”

The reasons for the recommendation are as follows:

- The purchase would enable expanded and more efficient operations of the City solid waste system.
- The conducted an Invitation for Bids and the lowest responsive and responsible bidder has been selected for award.

Introduction and History

The City Public Works Department has several responsibilities that require period hauling of materials to commercial landfills. The Department’s Solid Waste Division, Water Reclamation Facility and other divisions periodically haul materials to the Logan landfill. The City conducted an Invitation for Bids (IFB) for a 2005 or newer Peterbilt 389 truck, or equivalent. The IFB was posted on the City website with bids due on March 24, 2025. On March 24, one bid was received in response to the IFB.

Analysis

City staff has reviewed the bid that was submitted and found the bidder to be responsible and the bid responsive. In addition, the City has received a recent inspection report for the vehicle that has been not shown cause for concern with the vehicle. On that basis, approval of the purchase by the City Commission is being recommended.

Fiscal Impact



The purchase of the truck will be made from the fund balance of the Solid Waste Fund.

Strategic Alignment

City of Livingston Growth Policy Objective 9.1.3. states “Develop an integrated and efficient solid waste management system.”

Attachments

- Attachment A: Purchase Order 20162
- Attachment B: Tom Bandstra Bid
- Attachment C: Inspection Report



Purchase Order

Number: 20162
 Date: 4/1/2025

Vendor: Tom Bandstra
 10 Coulee Drive
 Livingston, MT 59047

Quantity	Description	Unit Cost	Total Cost
1	2008 Peterbilt 389 VIN: 1XP-WD49X-6-8D768168	\$ 85,000	\$ 85,000
Total			\$ 85,000

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 VGarrick@LivingstonMontana.org or (406) 222-5667.

Please Ship Above Listed Items to:

City of Livingston
 Attn: Van Garrick
 330 Bennett St
 Livingston, MT 59047

Order Submitted By:

Grant Gager
 City Manager

PETERBILT TRUCK BID

**From: Thomas Bandstra
10 Coulee Dr.
Livingston, MT 59047
(406) 223-7071**

PROJECT: BID FOR 2005 PETERBILT TRUCK 389 TRUCK OR EQUIVALENT- Livingston, MT.

**To: Grant Gager, City Manager
City of Livingston
220 E. Park Street
Livingston, MT 59047
ggager@livingstonmontana.org**

Mr. Gager:

Thank you for your opportunity to submit a bid for a Peterbilt truck to add to your fleet. We appreciate your consideration of our truck below:

EQUIPMENT SPECIFICATIONS:

- Make: Peterbilt**
- Model: 389**
- Year: 2008**
- VIN: 1XP-WD49X-6-8D768168**
- Engine: Cummins ISX 650 H.P. engine, 3,500 hours on rebuild.**
- Chassis: 519,209**
- Transmission: 18-Speed Eaton Transmission**
- Features:**
 - New drive tires**
 - New drop axle tires**
 - New brakes**
 - New batteries**
 - New wet kit installed**
 - GVWR: 64,000**

PRICE: \$85,000.00

Thank you for your consideration, I look forward to the possibility of working together.

Sincerely,



Tom Bandstra

3-19-25
Date

Connection Date: February 25, 2025 2:59 PM

Print Date: February 25, 2025 4:08 PM

VIN	768169
Vehicle Make	
Model	
Series	
Model Year	
Unit Number	CITY

Vehicle Components

Component	Description	Serial Number	Software Version	Network
Engine	Cummins ISX	14025312	00000000 00000000 09040510 TR AP	J1939 (High) /J1587 (Low)
Brakes	Bendix EC-60 Premium ABS	3631071205	BB40970	J1939 (High) /J1587 (Low)

Vehicle Key Data Points

Description	Parameter Value	Description	Parameter Value
Avg Fuel Econ	3.70 mpg	Idle Fuel Used	214.90 gal
Battery Potential	11.80 volts	DPF Soot Level	Not Available
Total Idle Hrs	121.00 hrs	DPF Derate	Not Available
Idle Shutdown	Not Available	Total Engine Run Time	3,525.90 hrs
Road Speed Limit	102.00 mph	Cruise Spd Limit	102.00 mph
PTO Status	Inactive	Malfunction Indicator Lamp	Off
Red Stop Lamp	Off	Amber Warning Lamp	On
Protect Lamp	Off	Parking Brake Switch	On
Engine Speed	0 rpm	DPF Lamp Command	Not Available
Exhaust System High Temperature Lamp Command	Not Available	ABS Control Status	Off
ABS Control Status, Trailer	Not Available	Odometer	176,448.63 mi
Engine Odometer	176,448.63 mi	Instrument Cluster Odometer	Not Available
Fuel	46%		

Vehicle Issues

 4 Active Fault(s) Present

Connection Date: February 25, 2025 2:59 PM

Print Date: February 25, 2025 4:08 PM

Faults

Status	Component	Description	Lookup Code	FMI	Count
Active	Cab Controller - Primary	SAE - Total Engine PTO Governor Fuel Used - Abnormal update rate	SPN 1028	9	126
Active	Cab Controller - Primary	SAE - Drive Axle Temperature - Voltage above normal or shorted to high source	SPN 578	3	126
Active	Cab Controller - Primary	SAE - Forward Rear Drive Axle Temperature - Voltage above normal or shorted to high source	SPN 77	3	126
Active	Cab Controller - Primary	SAE - Fuel Filter Differential Pressure - Voltage above normal or shorted to high source	SPN 16	3	126
Inactive	ISX	The ECM expected information from a multiplexed device but did not receive it soon enough, or did not receive it at all. (Flash Code 285)	SID 231	9	1
Inactive	ISX	Supply voltage to the electronic control module (ECM) fell below (+) 6.2 VDC for a fraction of a second or the ECM was not allowed to power down correctly (retain battery voltage for 30 seconds after keyswitch is turned off). (Flash Code 434)	SID 251	2	9
Inactive	ISX	Low fuel supply pressure was detected at the fuel pressure sensor. (Flash Code 482)	PID 94	1	1
Inactive	ISX	Turbocharger Speed High (Calculated). Turbocharger speed calculation indicates turbocharger speed is above the engine protection warning limit. (Flash Code 595)	SPN 103	16	5
Inactive	ISX	The ECM expected information from a multiplexed device but did not receive it soon enough, or did not receive it at all. (Flash Code 2769 or 285 or 427)	SPN 639	9	1
Inactive	ISX	Supply voltage to the electronic control module (ECM) fell below (+) 6.2 VDC for a fraction of a second or the ECM was not allowed to power down correctly (retain battery voltage for 30 seconds after keyswitch is turned off). (Flash Code 434)	SPN 627	2	9
Inactive	ISX	Low fuel supply pressure was detected at the fuel pressure sensor. (Flash Code 482)	SPN 94	18	1
Inactive	EC-60 Premium ABS	Steer Axle Left WSS: Output Low at drive off (SPN 789 FMI 14)	2-2	N/A	1
Inactive	EC-60 Premium ABS	J1939 Serial Communication: J1939 Engine Communications (SPN 639 FMI 2)	11-3	N/A	63
Inactive	EC-60 Premium ABS	Miscellaneous - Wheel Speed Sensors Reversed on an Axle (SPN 810 FMI 7)	12-11	N/A	63



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Inactive	EC-60 Premium ABS	Drive Axle Left WSS: Open or shorted (SPN 791 FMI 2)	4-3	N/A	12
Inactive	EC-60 Premium ABS	Drive Axle TCV - TCV Solenoid Open Circuit (SPN 806 FMI 5)	18-3	N/A	1
Inactive	EC-60 Premium ABS	Drive Axle Left PMV: CMN open circuit (SPN 797 FMI 5)	9-7	N/A	1
Inactive	EC-60 Premium ABS	Drive Axle Right PMV: CMN open circuit (SPN 798 FMI 5)	10-7	N/A	1
Inactive	EC-60 Premium ABS	Steer Axle Left WSS: Open or shorted (SPN 789 FMI 2)	2-3	N/A	1
Inactive	EC-60 Premium ABS	Drive Axle Right WSS: Open or shorted (SPN 792 FMI 2)	5-3	N/A	27
Inactive	EC-60 Premium ABS	Steer Axle Right WSS: Output low at drive off (SPN 790 FMI 14)	3-2	N/A	1