



Livingston City Commission Agenda

May 02, 2023

5:30-8:30 PM

City – County Complex, Community Room, and by Zoom
<https://us02web.zoom.us/j/82075082386?pwd=U3lacpDYUYxOGUzNTFvVzVPcGtQdz09>
 Meeting ID: 820 7508 2386 **Passcode: 107382** Call In (669) 900-6833

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. ACCEPT MINUTES FROM APRIL 18, 2022 REGULAR MEETING.** PG. 4
- B. ACCEPT CITY COURT REPORT FROM MARCH 2023.** PG. 9
- C. AUTHORIZE A SUB-RECIPIENT AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT REVOLVING LOAN FUND, WITH MSU EXTENSION.** PG.11
- D. CONSIDERATION OF AGREEMENT 20017.** PG. 20
- E. ACCEPT THE URBAN RENEWAL AGENCY RECOMMENDATION TO APPOINT JULIE EVANS TO FILL VACANCY.** PG. 24

5. Proclamations

- A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING MAY 2023 AS 'NO MOW MAY' IN THE CITY OF LIVINGSTON.** PG. 25

6. Scheduled Public Comment

7. Public Hearings

Individuals are reminded that testimony at a public hearing should be relevant, material, and not repetitious. (MCA 7-1-4131 and Livingston City Code Section 2-21)

8. Ordinances

9. Resolutions

10. Action Items

- A. CONSIDERATION OF OPEN CONTAINER ENFORCEMENT WAIVER DURING THE 5th ANNUAL CREEK TO PEAK EVENT.** PG. 27
- B. CONSIDERATION OF OPEN CONTAINER ENFORCEMENT WAIVER DURING THE 1ST ANNUAL FOSSILS FEST AT MILES PARK.** PG. 38

C. UPDATE ON STRATEGIC PLAN GUIDING PRINCIPLES.

D. CLOSED SESSION PURSUANT TO MONTANA CODE ANNOTATED 2-3-203(3).

11. City Manager Comment
12. City Commission Comments
13. 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. ACCEPT MINUTES FROM APRIL 18, 2022 REGULAR MEETING.



Livingston City Commission Minutes

April 18, 2023

5:30-8:30 PM

City – County Complex, Community Room, and Zoom

<https://us02web.zoom.us/j/84797439580?pwd=V0kxQU1vYTJMYmR3cFRHakpNcldDdz09>

Meeting ID: 847 9743 9580 **Passcode: 895303** Call in: (669) 900-6833

(late start due to tech issues)

1. Call to Order (5:39pm).

2. Roll Call: In attendance Chair Nootz, Commissioner Kahle, Commissioner Schwarz, Commissioner Lyons. Commissioner Friedman arrived late (at 5:52pm). City Manager Grant Gager, City Planner Jen Severson, City Public Works Director Shannon Holmes, Project Manager Martha O'Rourke, Chief Johnson, and Recording Secretary Faith Kinnick.

3. Public Comment 5:39 p.m.(00:00:48)

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)

- **Bailey Brenna** owner of Silo Espresso gave public comment regarding the Livingston Municipal Code and vending in public spaces.
- **Leslie Feigel** of the Livingston Chamber gave public comment regarding food trucks and appropriate locations.
- **Angela Devani** gave public comments regarding vending and homeless services in our community.
- **Lindie Gibson** gave comments regarding resources for homeless in the community.

4. Consent Items 5:53 p.m. (00:14:21)

A. APPROVE MARCH 29, 2023, SPECIAL MEETING MINUTES.

B. APPROVE MINUTES FROM APRIL 4, 2023, REGULAR MEETING.

C. RATIFY CLAIMS PAID 3.29.2023-04.11.2023.

D. ACCEPT THE PLEDGED SECURITIES REPORT AS OF MARCH 31, 2023.

E. PRESENTATION OF COSTS OF CITY MANAGER RECRUITMENT.

F. CONSIDERATION OF LETTER OF SUPPORT FOR RIVERS AND PARKS TRAILS CONSERVATION ASSISTANCE PROGRAM.

- Nootz asked for a motion to pull consent item F. Kahle made motion to pull consent item F, Schwarz motioned to approve action items A-E, second by Kahle.
- Schwarz motioned to approve action item F, second by Lyons, passes 4-0, Kahle abstained.

5. Proclamations

6. Scheduled Public Comment 5:55 p.m. (00:16:23)

A. PRESENTATION OF WISHBERRY HOLLOW PROJECT PLAN FOR 2023.

- Megan Eubank presented the 2023 project and noted that she anticipates event would be July 28-August 13. Megan and the Commission discussed the project and the Commission expressed support for the event.

7. Public Hearings

Individuals are reminded that testimony at a public hearing should be relevant, material, and not repetitious. (MCA 7-1-4131 and Livingston City Code Section 2-21)

8. Ordinances 6:02 p.m. (00:23:45)

A. ORDINANCE NO. 3041: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AMENDING CHAPTER 30, OF THE LIVINGSTON MUNICIPAL CODE ENTITLED ZONING BY MAKING TEXT AMENDMENTS PERTAINING TO ZONING CODE CHAPTER 30 ARTICLE II. DEFINITIONS, SECTION. 30.30 DISTRICT DESCRIPTIONS, TABLE 30.40 LIST OF USES, TABLE 30.41, RESIDENTAL DENSITY REQUIREMENTS AND SECTION 30.51 OFF-STREET PARKING AND LOADING ZONES.

- Gager introduced item and discussed the text amendments would clean up the current code and alleviate confusion for staff and developers, before turning presentation over to Jen Severson. Severson reviewed the summary of proposed updates. The Commission discussed the zoning code updates, including ADU's, and what comes out of the Legislature, and cleaning up the code, and noted the recommendation from staff is different from the recommendation from the Zoning Commission.
- Motion by Schwarz to approve Ordinance No. 3041 as staff recommended, seconded by Kahle.
- Lindie Gibson inquired if the ordinance includes regulations on short-term rentals and parking. The draft ordinance was discussed further with the Commission and it was noted that the staff recommendations are in alignment

with the Growth Policy and is appropriate. The Commission was in agreement with the staff recommendation and the ordinance as presented and written.

- All in favor, motion passes 5-0.

9. Resolutions

10. Action Items 6:38 p.m. (00:59:44)

A. HISTORIC PRESERVATION COMMISSION ANNUAL REPORT PRESENTATION.

- Planning Director Severson presented annual report from HPC Commission. City Commission thanked Severson for presenting on behalf of the Commission.

B. PRESENTATION OF STORMWATER PRELIMINARY ENVIRONMENTAL REPORT PROJECT. 6:42 p.m. (01:03:31)

- The City Manager gave a brief introduction to the storm water engineering project prior to turning the meeting over to Public Works Director Holmes and Matt McGee of TD&H. The Commission recognized the importance storm water issues and thanked McGee for his presentation.

C. CONSIDERATION OF A PUBLIC ART PROJECT. 7:02 p.m. (01:25:10)

- The City Manager introduced the item and provide background on the project and request for proposals noting that only one proposal was received.
- Kahle motioned to approve action item C, seconded by Lyons.
- Kelcey Lance, Art Teacher from SGMS spoke about the possibility of beautifying the space.
- Leslie Feigel spoke regarding vandalism and the cost of maintaining a mural.
- All in favor, motion passes 5-0.

D. CLOSED SESSION PURSUANT TO MCA 2-3-203(3). (01:38:44)

- Nootz made motion to enter into closed session but before that, they would take a brief 10-minute break; seconded by Kahle.
- All in favor, motion passed 5-0.
- Entered closed session at 7:18 p.m.
- Returned to regular session at 8:30 p.m.

E. DISCUSS/APPROVE/DENY: APPROVAL OF CONTRACT 20012 FOR EXECUTIVE EVALUATION SERVICES. 8:30 p.m. (01:39:54)

- The City Manager gave a brief introduction of the contract for his evaluation.

- Kahle motioned to approve contact with GMP consultants for Executive Evaluation services; seconded by Schwarz. No public comments were received.
- All in favor, passes 5-0.

11. City Manager Comment 8:33 p.m.

Gager expressed Happy Birthday wishes to his son Grey.

12. City Commission Comments 8:33 p.m.

The Commission wished Grey Happy Birthday.

13. Adjournment

- Motion by Lyons; seconded Schwarz.
- All in favor, motion passes 5-0.
- The meeting adjourned at 8:34 p.m.

File Attachments for Item:

B. ACCEPT CITY COURT REPORT FROM MARCH 2023.

**LIVINGSTON CITY COURT
FINANCIAL REPORT**

MAR. 2023

Date PD Monthly Report Received from City of Livingston Finance Office 4/12/2023

Tickets/Criminal Complaints Cleared: **39**

Dismissed-Plea Agreement:	5	
Dismissed-Pretrial Diversion/Deferred:	2	
Dismissed-Miscellaneous:	5	
Paid-Bond Forfeit/Fine:	14	\$1,830.00
Paid-Time Payments:	13	\$4,014.50
Warrant Fees:		

Total	\$5,844.50
Parking Tickets:	\$861.00
Total:	\$6,705.50

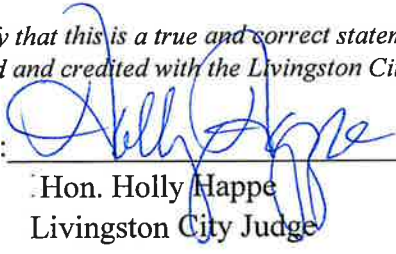
Surcharges/Costs/Fees:

MLEA Surcharge:	\$140.00
TECH Surcharge:	\$130.00
Victim/Witness Surcharge:	\$314.00
MISD Surcharge:	\$225.00
Court Costs:	\$55.00
Public Defender Fee:	
Public Defender Fee:	\$ -
Jury Fees	\$ -
Interpreter	\$ -

Total **(\$864.00)**

Total amount credited to City of Livingston General Fund: \$5,841.50

I hereby certify that this is a true and correct statement of the amount of fines/fees/costs which were fully paid and credited with the Livingston City Court during the month of: **MAR. 2023**

Prepared by: 

Date: 4.13.23

Hon. Holly Happe
Livingston City Judge

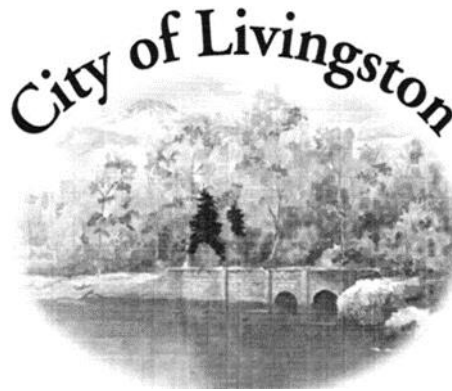
File Attachments for Item:

C. AUTHORIZE A SUB-RECIPIENT AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT REVOLVING LOAN FUND, WITH MSU EXTENSION.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Melissa Nootz

Vice Chair
Karrie Kahle

Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

Date: 5/2/2023
To: Chair Nootz and City Commissioners
From: Grant Gager, City Manager

Staff Report for Approval of Sub-Recipient Agreement for Community Development Block Grant Revolving Loan Fund

Recommendation and Summary

Staff is recommending the Commission approve a sub-recipient agreement for the Community Development Block Grant Revolving Loan Fund by adopting the following motion:

“I move to approve the sub-recipient agreement for the Community Development Block Grant Revolving Loan Fund and authorize the City Manager to sign the agreement.”

The reasons for the recommendation are as follows:

- The City applied and was approved for a Community Development Block Grant.
- The sub-recipient agreement will enable the Park Local Development Corporation to administer the grant and associated revolving loan fund.

Introduction and History

The City of Livingston applied was approved by the Montana Department of Commerce for grant funds under that Montana Community Development Block Grant program. The application was to support and further develop the "CDBG Revolving Loan Fund" which is designed to leverage private investment in businesses for the purpose of generating new jobs within the City of Livingston and Park County.

Analysis

Approval of the agreement will enable the activities of the Park Local Development Corporation's work with the revolving loan fund supporting businesses in the City and County.

Fiscal Impact

There is no fiscal impact to the City arising from the agreement.

Strategic Alignment

Support for economic development activities aligns with the City's Growth Policy.

Attachments

- Attachment A: Agreement 20016

**SUB-RECIPIENT AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT REVOLVING LOAN FUND**

THIS AGREEMENT is entered into this 2nd day of May 2023, by The City of Livingston, Montana herein referred to as the "City" and Park Local Development Corporation, a nonprofit economic development corporation herein referred to as the "Sub-Recipient."

WITNESSETH THAT:

WHEREAS, The City of Livingston has applied to and has been approved by the Montana Department of Commerce ("Department") for the receipt of grant funds under that Montana Community Development Block Grant (CDBG); and

WHEREAS, the City wishes to use present and future CDBG grants and loan fund revenue to further develop the "CDBG Revolving Loan Fund" (RLF) which is designed to leverage private investment in businesses for the purpose of generating new jobs within the City of Livingston and Park County; and

WHEREAS, the City has entered in an Agreement with the Sub-Recipient dated May 2, 2023 to subgrant the CDBG funds to the Sub-Recipient and engage the Sub-Recipient to administer the City of Livingston and Park County RLF jointly on their behalf for a period of twenty-four months; and

WHEREAS, the City expressly acknowledges that the funds are being managed as a pooled resource with those of the City of Livingston RLF, yet separately accounted for, and hereby further acknowledges that neither the City Commissioners nor any agents or employees of the County /City may override the loan authority granted herein to the Sub-Recipient; and

WHEREAS, the City desires to sub-grant the CDBG funds to the Sub-Recipient and engage the Sub-Recipient to administer the RLF on the City's behalf; and

WHEREAS, Park Local Development Corporation is qualified as a nonprofit organization serving the development needs of the communities of non-entitlement areas as defined by §105(a)(15) of Title I of the Housing and Community Development Act (the "Act"); and

WHEREAS, loan repayments made back to a qualified nonprofit entity defined by §105(a)(15) of the Act are considered miscellaneous revenue and would not be subject to federal program income requirements, except as mutually agreed to by the Sub-Recipient, the City, and the Department; and

WHEREAS, the parties to this Agreement understand that neither of them has in any way, expressly or impliedly, abrogated any of its individual powers, and further agree that this Agreement does not create any new organization or legal entity.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set out in this Agreement, the parties agree the forgoing statement of fact are true and correct and further agree as follows:

A. SPECIAL PROVISIONS. The City agrees, under the terms and conditions of this Agreement, to sub-grant CDBG loan funds as a loan for gap financing and technical assistance to the Sub-Recipient.

B. INDEPENDENT SUB-RECIPIENT. It is understood by the parties hereto that the Sub-Recipient is an independent Sub-Recipient and that neither its principals nor its employees, if any, are employees of the City for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to section 39-71-401, MCA, the Sub-Recipient has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder.

C. SUBCONTRACTORS. If Sub-Recipient hires or retains any subcontractors to preform duties and/or functions of this agreement the subcontractors shall be required to abide by the terms of this agreement. The Sub-Recipient shall be responsible for any and all actions of any subcontractors and shall indemnify, as set forth in this agreement, the City against any actions and/or claims arising from the contracting with subcontractors.

D. COMPENSATION. The Sub-Recipient will retain all program income including principal and interest as the result of this grant award. These funds will be used to enhance a Revolving Loan Fund for the benefit of all eligible businesses located within Park County. The Sub-Recipient will be responsible for administration, management, and recording of fund income.

For satisfactory completion of the services rendered under this Contract, the Sub-Recipient shall retain 1) the greater of \$7,000 or eighteen percent (18%) of the total payments on interest and principal from loan repayments, plus 2) 18% of the interest earned on the principal balance. However, in the event of an early loan payoff, the Sub-Recipient shall retain 1% of the loan payoff amount as an administrative fee (in addition to all fees already paid/ due as set forth herein) rather than the aforementioned 18% fee on the loan principal and interest, the balance of which is being paid off early. The Sub-Recipient may retain and pay such compensation to itself in installments, not more frequently than monthly. In no case, except for the Sub-Recipient's expenses for attorney fees and attorney costs related to collection efforts as described in subsection 6 of this section, shall the payment for services to the Sub-Recipient result in a decrease of the base principal amount of the fund as determined on a yearly basis.

E. SCOPE OF SERVICES. The Sub-Recipient will perform the following services:

1. The Sub-Recipient will be responsible for all aspects of the CDBG financing program,

including the following:

- a. Develop, apply, and enforce written policies and procedures as they relate to the City and County RLF programs within the conditions established under the CDBG program, including the creation of a Program Income Management Plan and operation of an RLF loan committee to review and act upon loan requests;
- b. Manage the application process through loan approval, including:
 - i. Providing assistance to prospective borrowers in completing loan application materials;
 - ii. Conducting UCC lien searches, if applicable and pertinent to the proposed loan collateral;
 - iii. Providing project analyses to the RLF loan committee;
 - iv. Coordination of RLF loan committee meetings; and
 - v. Presenting proposed projects to the RLF loan committee for loan approval or denial. Decisions as to loan approval or denial will be the sole responsibility of the RLF loan committee, and the City and County will have no authority or ability to intervene in the loan approval, loan management, or loan servicing and collections processes.
- c. Management of loan closing and documentation, including:
 - i. Completion of loan documentation using appropriate loan documentation software;
 - ii. Loan closing, to be conducted by the proposer, or by a title company;
 - iii. Funds disbursement and payment processing, utilizing the GMS Loan Accounting or equivalent software; and
 - iv. Collection and retention of loan fees and charges within defined policies and procedures.
- d. Loan servicing oversight, including:
 - i. Gathering and analyzing monthly or quarterly financial reports from borrowers as required by the applicable loan agreement;
 - ii. Tracking and monitoring the status of borrower insurance policies;
 - iii. Tracking and monitoring UCC financing statement filings and renewals; and
 - iv. Providing monthly loan updates to the RLF loan committee.
- e. Processing and adequately accounting for monthly loan payments. Including:
 - i. Tracking, receiving, processing, and accounting for all monthly loan payments;
 - ii. Tracking late payments and mailing late notices and/or calling delinquent borrowers, as needed;
 - iii. Working with delinquent borrowers to cure defaults and, where

appropriate, develop a work-out plan, subject to the approval of the RLF loan committee.

- f. Monitoring and processing of all forfeitures of loan collateral and using commercially reasonable efforts to collect delinquent and defaulted loans, including the filing of creditor's claims in bankruptcy, where applicable, subject to the approval of the RLF loan committee.
2. During the term of this Agreement, the Sub-Recipient will maintain reasonable records of its performance under this Agreement in a manner consistent with generally accepted accounting principles. The Sub-Recipient will provide the City (or its authorized representatives) access to these records at any time during normal business hours. Upon written request of the City, the Sub-Recipient will submit to the City, in the format prescribed by the City, quarterly status reports on its performance under this Agreement.
3. Except as set forth in Section (4) below, the Sub-Recipient will retain, administer, manage, record, and account to the City for all RLF loan fund revenue received subsequent to the date of this Agreement, including principal and interest received from borrowers. Sub-Recipient will use such revenue to enhance the RLF program for the benefit of all eligible borrowers located within Park County.
4. Sub-Recipient is entitled to use RLF funds for any costs incurred by the Sub-Recipient in connection with the collection of delinquent or defaulted loans, including but not limited to any filing fees or legal fees and costs. It is specifically agreed and understood that any such use of RLF funds in this manner by the Sub-Recipient is separate and distinct from the payment the Sub-Recipient will be receiving for its services; that is to say, costs and fees incurred in connection with the collection of delinquent or defaulted loans will be paid by RLF funds and not by the Sub-Recipient.
5. The Sub-Recipient will comply with the Program Income Management Plan as approved by the City and Department. If the Sub-Recipient ceases to exist or an Event of Default occurs, all program income relating to this loan, including funds on hand and accounts or notes receivable, will revert to the City.

F. DURATION OF AGREEMENT. This Agreement supersedes all previous agreements, whether written or oral, between the City and the Sub-Recipient dealing with the City of Livingston/Park County RLF program. The term of this Agreement shall be twenty-four months, commencing on the date of execution by the parties. This Agreement will terminate upon expiration or its initial term, unless extended in writing by mutual agreement of the parties, or if either party fails to meet the conditions of this Agreement or if an Event of Default occurs, after notice and opportunity to cure is provided.

G. CONFLICT OF INTEREST. The Sub-Recipient covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the CDBG-ED project which would conflict in any manner or degree with the performance of its services hereunder.

The Sub-Recipient further covenants that, in performing this Contract, it will employ no person who has any such interest.

H. DISPOSITION OF REAL PROPERTY OR EQUIPMENT ACQUIRED. Upon the expiration of the Agreement, the Sub-Recipient will transfer to The City of Livingston any CDBG-ED funds on hand at the time of expiration and any accounts receivable attributable from the use of CDBG-ED funds. With respect to any real property or equipment under the Sub-Recipient control that was acquired or improved in whole or in part with CDBG-ED funds in excess of \$25,000, the Sub-Recipient will either:

1. Use the property to meet the national objectives contained in 24 CFR section 570.901 for five (5) years after expiration of the Agreement; or
2. Dispose of the property in a manner consistent with OMB Circular A-102 Attachment "n" and as approved by the Department. Reimbursement is not required after the period of time specified in the first paragraph of this section. The proceeds from such disposition will be subject to the applicable provisions of 24 CFR 570.504 (program income).

I. DOCUMENTS INCORPORATED BY REFERENCE. The City of Livingston's application to the Department for CDBG-ED funding and all applicable federal and state statutes and regulations are incorporated into this Contract by this reference and are binding upon the Sub-Recipient.

J. CIVIL RIGHTS ACT OF 1964. The Sub-Recipient will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VI, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

K. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Sub-Recipient will comply with the following provision:

No person in the United States may on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.

L. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968. The Sub-Recipient will ensure that to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-ED assisted project will be extended to lower income project area residents. Further, the Sub-Recipient will, to the greatest extent feasible, utilize business concerns located in or substantially owned by

residents of the project area, in the award of contracts and purchase of services and supplies.

M. MINORITY BUSINESS ENTERPRISE. Consistent with the provisions of Executive Order 11246, the Sub-Recipient will take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the Sub-Recipient will document all affirmative steps taken to solicit minority businesses and will forward this documentation along with the names of the minority subcontractors and suppliers to the local government CDBG-ED recipient upon request.

N. NONDISCRIMINATION. The Sub-Recipient will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

O. OWNERSHIP AND PUBLICATION OF MATERIALS. All reports, information, data, and other materials prepared by the Sub-Recipient pursuant to this Contract are the property of the City and the Department which have the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the City and the Department.

P. REPORTS AND INFORMATION. The Sub-Recipient will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or its authorized representative, and will be retained for three years after receipt of final payment for the services rendered under this Contract unless permission to destroy them is granted by the City.

Q. ACCESS TO RECORDS. It is expressly understood that the Sub-Recipient's records relating to this Contract will be available during normal business hours for inspection by the City, Department, the U.S. Department of Housing and Urban Development, the U.S. Comptroller General, and, when required by law, the Montana Legislative Auditor and Legislative Fiscal Analyst.

R. INDEMNIFICATION. The Sub-Recipient waives any and all claims and recourse against The City of Livingston including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the Sub-Recipient's performance of this Agreement, except claims arising from the concurrent or sole negligence of The City of Livingston or its officers, agents or employees. The Sub-Recipient will indemnify, hold harmless, and defend The City of Livingston against any and all claims, demands, damages, costs, expenses, or liability arising out of the Sub-Recipient's performance of this Agreement except for liability

arising out of the concurrent or sole negligence of The City of Livingston or its officers, agents, or employees.

S. INSURANCE. It is advised that Sub-Recipient consult with their insurer or attorney for more specific advice on provisions that they may want to include under this section, or any other section of this agreement.

T. TERMINATION OF AGREEMENT. If any of the following events occur, the City of Livingston may, in its sole discretion, declare such event a default under this Agreement:

1. Any representation or warranty made by the Sub-Recipient in this Agreement or in any request or certificate or other information furnished to the City under this Agreement proves to have been incorrect in any material respect; or
2. The Sub-Recipient fails in any material respect to carry out its obligations under its proposal to the City for the assistance provided under this Agreement.

If the Sub-Recipient fails to perform any of its duties under this Agreement or if any event of default occurs, the City may declare the Sub-Recipient to be in default and thereafter give the Sub-Recipient written notice setting forth the action or inaction which constitutes the default and giving the Sub-Recipient 45 days in which to correct the default. If the Sub-Recipient fails to correct the default within 45 days of receipt of this notice, may notify the Sub-Recipient in writing that any amount that is payable under this Agreement is due and payable in full within 45 days and this Agreement is terminated.

It is agreed by the parties that the provisions of this Agreement provide for reasonable and sufficient notice to be given to the Sub-Recipient in case of the Sub-Recipient's failure to comply with any of its covenants and that this notice is sufficient for the Sub-Recipient to rectify its actions or inactions of default.

The waiver by the City of any default by the Sub-Recipient does not constitute a waiver of a continuing breach or a waiver of a subsequent breach. Any agreement contrary to this Agreement is not binding upon either party unless it is in writing and signed by both parties.

U. CONSTRUCTION AND VENUE. This Agreement will be construed under and governed by the laws of the State of Montana. The City of Livingston and the Sub-Recipient agree that performance of this Agreement is in the County of Park, State of Montana and that in the event of litigation concerning it, venue is in the District Court of the 6th Judicial District in and for the County of Park, Montana.

V. ELIGIBILITY. The Sub-Recipient certifies that the Sub-Recipient's firm and the firm's principals are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in federally assisted contracts under Executive Order 12549, "Debarment and Suspension". (24 CFR 24.505)

This Sub-Recipient Agreement has been approved by the City of Livingston and Park Local Development Corporation Board of Directors.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the 2nd day of May 2023.

SUB-RECIPIENT:

Mary Anne Keyes, Director Date
Park Local Development Corporation

Attest:

Andrew Turner, President Date
Park Local Development Corporation

CITY:

Grant Gager, City Manager Date
City of Livingston

Attest:

Faith Kinnick, Recording Secretary Date
City of Livingston

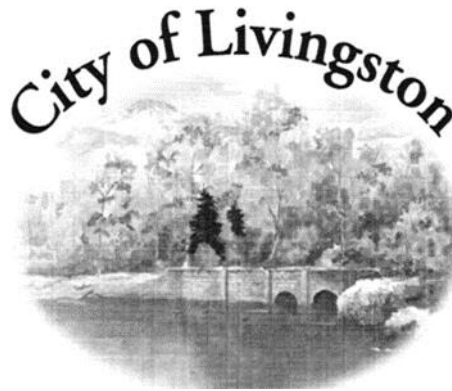
File Attachments for Item:

E. ACCEPT THE URBAN RENEWAL AGENCY RECOMMENDATION TO APPOINT JULIE EVANS TO FILL VACANCY.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Melissa Nootz

Vice Chair
Karrie Kahle

Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

Date: 04/26/2022
To: Chair Nootz and City Commissioners
From: Grant Gager, City Manager

Staff Report for Approving Appointment of Julie Evans to the City of Livingston Urban Renewal Agency

Recommendation and Summary

The City Manager is recommending the Commission approve the appointment of Julie Evans to the Livingston Urban Renewal Agency by adopting the following motion:

“I move to approve the City Manager’s request to appoint Julie Evans to the Livingston Urban Renewal Agency.”

The reasons for the recommendation are as follows:

- Title 7-15-4234 of Montana Code Annotated establishes the Urban Renewal Agency and provides that the City Manager shall nominate candidates for consent of the City Commission.
- The City initially received two applications and was notified one applicant had withdrawn, leaving only Ms. Evans. The City Manager concurs with the board recommendation.
- The recommended candidate possesses knowledge, skills and perspectives that will help her succeed as a member of the Urban Renewal Agency.

Introduction and History

Per the Bylaws of the Livingston Urban Renewal Agency, the Commission shall appoint each member of the Livingston Urban Renewal Agency. Two applications were received during the 30-day recruitment period. During the April 2023 regular URA meeting, the chair notified the board that one applicant withdrew her application, leaving only Julie Evans. Ms. Evans was present in the room and willing to accept the URA board recommendation for appointment and fill the vacancy. Julie’s term will expire on June 30, 2025.

Analysis

Filling the vacancy will enable the Livingston Urban Renewal Agency to more effectively perform its primary functions administering the Urban Renewal Plan as outlined in Title 7, Chapter 15, Parts 42 and 43 of the MCA, including, but not limited to 7-15-4233 MCA.

Fiscal Impact

The Livingston Urban Renewal Agency is an uncompensated Board of the City of Livingston so there is no fiscal impact from filling the vacancy.

Strategic Alignment

This appointment will help the City of Livingston fulfill its requirements under the Livingston Municipal Code.

Attachments

- Attachment A: Application

City of Livingston
Application for Appointed Office
 (Revised 8/09/2022)

Appointed Position Seeking: Citizen Board Member

Date of Application: 2/1/2023

Name: JULIE EVANS

Signed: Julie Evans

Address: 307 S 2ND ST

Telephone: daytime 202-664-2012

after 5:00 p.m.: 202-664-2012

Fax Number: NA

e-mail address: jpevans2007@gmail.com

1. Are you a resident of the City of Livingston? Yes

2. Are you a registered voter? ☒ Yes ☐ No

3. Will you be at least 18 years of age at the time of the appointment? ☒ Yes ☐ No

4. Describe the reasons you are interested in this appointment: desire to be involved in Livingston community; urban ~~renew~~ renewal is important & worthwhile

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

A. Occupation: retired IT professional (Data science for clinical research)

B. Education: BS Computer Science

C. Experience: 40 years as IT professional; Master gardener training here in Livingston

(please attach a detailed resume if desired)

6. Have you previously served on a board or held a governmental position? If yes, explain:

No; however as an employee of a small non profit (CDISC), I attended Board Meetings & provided technical info for them.

7. Are you currently serving on any Community Boards? ☐ Yes ☒ No

A. If yes, please describe

8. Current Employer? Retired

9. Are you available for night meetings? ☒ Yes ☐ No

10. Are you available for daytime meetings? ☒ Yes ☐ No

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? No

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? Discuss potential conflict with Board & determine best course of action, including the possibility of stepping not participating in the specific issue involving the conflict.

THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.

Return completed paper applications to Faith Kinnick at fkinnick@livingstonmontana.org or drop off in person at Livingston City Hall, 220 E. Park Street, Livingston.

you can google it

File Attachments for Item:

**A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA,
DECLARING MAY 2023 AS 'NO MOW MAY' IN THE CITY OF LIVINGSTON.**



Proclamation

of the Livingston City Commission

Proclaiming the No Mow May in the City of Livingston, Montana

WHEREAS, pollinators are being threatened due to habitat loss, pesticide use, pathogens, and parasites; and

WHEREAS, recent research suggests that bee pollinators make use of no mow spaces as key floral resources are available during early spring,

WHEREAS, the formative period for establishment of pollinators and the many songbirds and wildlife species that depend on them occurs in the late spring and summer in Livingston as they emerge from dormancy and require flowering plants providing crucial foraging habitat; and

WHEREAS, the City of Livingston would like to encourage interested residents to increase pollinator-friendly habitat by encouraging pollinator friendly lawn care practices on their property for the month of May; and

WHEREAS, “No Mow May” is a voluntary committee initiative that encourages property owners to limit mowing during the month of May to provide early season foraging resources for pollinators that emerge in early spring, especially in urban landscapes; and

WHEREAS, the City of Livingston would like to encourage interested residents to increase pollinator-friendly habitat by encouraging pollinator friendly lawn care practices on their own properties for the month of May during this critical formative period; and

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of Livingston recognizes the importance of No Mow May to promote and educate the community about the critical period of pollinator emergence and the generation of crucial pollinator supporting early spring foraging opportunities.

BE IT FURTHER RESOLVED that the City Commission directs the City Manager to observe No Mow May in certain City facilities and parks to encourage the pollinating and foraging activities that support our ecosystem.

I, Melissa Nootz, chair, do hereby proclaim, the month of May 2023, to be:

NO MOW MAY IN LIVINGSTON, MONTANA

And, encourage all residents to recognize this observance.

Signed this ____ day of May, 2023.

MELISSA NOOTZ, Chair
Livingston City Commission

Faith Kinnick,
Recording Secretary

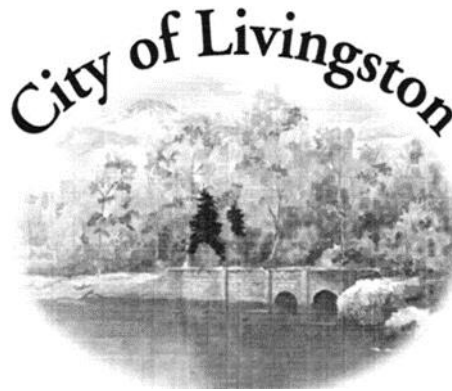
File Attachments for Item:

A. CONSIDERATION OF OPEN CONTAINER ENFORCEMENT WAIVER DURING THE 5th ANNUAL CREEK TO PEAK EVENT.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Melissa Nootz

Vice Chair
Karrie Kahle

Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

Date: 5/2 2023
To: Chair Nootz and City Commissioners
From: Grant Gager, City Manager

Staff Report for Consideration of Creek to Peak Soapbox Derby Request for a Special Event Exception To City of Livingston Alcohol Consumption Restrictions

Recommendation and Summary

Staff is recommending the City Commission approve the exception to the enforcement of restrictions on consumption of beer or liquor during the Creek to Peak Soapbox Derby scheduled for May 20, 2023, by adopting the following motion:

“I move to approve the request to create an exception to the enforcement of the Open Container Statute during the Creek to Peak Soapbox Derby.”

The reasons for the recommendation are as follows:

- The Livingston Municipal Code allows the City Commission to provide exceptions for special events to allow public consumption of beer or liquor.
- The City has received a request from a special event operator for such an exception.

Introduction and History

The applicant has submitted a Special Event Permit requesting the road closure of a portion of Meyer’s Lane to host a special event (soapbox derby). The applicant has additionally requested an exception pursuant to Section 10-8.B. that would allow for the consumption of beer or liquor during the event. The applicant is seeking the exception from 10:00 a.m. to 5:00pm on May 20, 2023.

Analysis

City staff has reviewed the application and the fire department requested EMS coverage of the event to ensure public and participant safety. The applicants are agreeable to the coverage and costs so the application has been conditionally approved by staff, pending Commission approval.

Fiscal Impact

Application fees will offset costs associated with the event and the applicant has agreed to reimburse the City for additional fire department coverage as well as associated road closure costs.

Attachments

- Attachment A: Creek to Peak Soapbox Derby Event Application

City of Livingston Special Event Permit Application

The City of Livingston Special Event Permit Application applies to City of Livingston Streets, Facilities, Parks and Trails; this does NOT include private property. Completed applications must be submitted **at least 6 weeks** prior to the event date. (8 weeks if requesting fee waivers, see Section 7 for eligibility)

Applications **are not considered complete** until the following items have been submitted:

- Signed Application
- Non-refundable application fee: \$50 resident / \$80 non-resident
- Refundable Deposit if utilizing any COL equipment or Facility
- Proof of Liability Insurance
 - \$1,500,000 and \$750,000 per occurrence
 - Fire Casualty and Property loss insurance on the premises in the minimum amount of \$500,000.00 with a loss payable provisions to the City.
- Proposed maps/layout of event
 - If run/walk, include locations of water stations/volunteers/traffic control devices

Application Information (should also serve as the event day contact)

Renter/Contact Name: **Brandon Schreiner**

Organization: **Creek to Peak**

Email Address: **sales@creektopeak.com**

Tax ID Number: **87-4268806**

Address: **1414 Ingomar Blvd**

City, State, Zip: **Belgrade, MT, 59714**

Mobile Phone: **815-631-4808**

Work Phone: **815-631-4808**

Group insuring event: **Big Sky Insurance Associates**

Insurance Company: **USLI**

Policy Number: **Pending issue(Verb approved)**

Insurance Agent: **Robyn Tyner**

Insurance Phone: **406-589-5449**

Insurance Address: **821 W Mendenhall St Bozeman, MT, 59715**

Event Information

Name of Event: **Creek to Peak Mountain Soap Box Derby**

Date of Event: **5/21/2022**

Event Type: **Soap Box Derby**

Approx # of Attendees: **500+/-**

Proposed Route(s) and/or Map(s) Attached:

Time(s) of event: **10:00am-4:00pm**

Set up
Begins: **5/19/2022**

Event
Begins: **5/21/2022**

Event
ends: **5/21/2022**

Cleanup
Complete: **5/22/2022**

Please provide a brief description of your event: *(use additional sheet if you need more space)*

The event involves non motorized vehicles moving on a downward slope on Myers Ln(which will need to be temporarily closed during race) with the goal having the fastest time. We are aiming for 18-20 vehicles, who run 3-4 times therefore approximately 60-80 runs down the track. None of these cars have motors and are propelled by downhill force. However we expect the potential of drivers to crash and/or fall out. This poses a potential risk of injury. At the fastest turn, there are hay bales acting as "bumper lanes" to prevent spectator injury. So far creek to peak has had 3 derbys. While injuries are always possible, there has been approximately 150 runs taken and one finger injury, no other major injuries noted to date. All drivers will be required to wear head and eye protection in order to race. We can open the road in minutes notice for emergencies.

Please identify any safety / security issues:

As for security concerns, I would say Myers Road is not heavily trafficked. The majority of visitors would have a view on any oncoming traffic. The track is fairly spread out and the entire event is outdoors. We plan to make a safety video and procedure and send to everyone with an acknowledgment form. We plan to have emergency crew on notice but not determine who yet. We are open to any suggestions from the City of Livingston

Do you plan for your event to:

Have food: Yes ☒ If yes, have you contacted the Park County Sanitarian at 406-222-4145 and followed all requirements? I have contacted Brian and he is pending a phone call back to me

Accumulate waste:

If yes, please note your disposal plan (We recommend 1 – 96 Gallon can per 200 people):

The City of Livingston will supply additional trash cans for your event, if utilizing, please note quantity:

_____ Mon – Fri, 7am – 4pm: \$20 for first can; \$10 per additional can

4 _____ Mon – Fri, 4pm-10pm; Saturday & Sunday: \$30 for first can; \$15 per additional can

Need restrooms: If yes, how do you plan to accommodate? (We recommend one toilet per 250 people)

Yes we plan for 4-6 and will use Crazy Mountain Industries

Need electricity:

If yes, what for and what source do you plan to use?

NO planned needs at this time

Utilize parking:

If yes, how do you plan to accommodate?

Parking alongside Myers in coordination with the Watsons as needed

Utilize City park/facility/space:

If yes, please name the space and provide record of reservation. Contact the Recreation Department at 406-223-2233 to reserve.

We may rent two tents but have some already, no bleachers or other structures

Use a stage, bleachers, tents or other temporary structures:

If yes, please attach a drawing of proposed location(s) and sizes. \$30 irrigation locate fee applies when in parks.

***Utilize Cones, A-frames or Barricades from the City of Livingston:**

Candlestick Cones: _____ @ \$3 each A-Frames: _____ @ \$7 each Barricades: _____ @ \$12 each

Construction Fencing: _____ @ \$15 / 100 feet

**When rented individually these items do require a \$100 refundable deposit upon return of items*

Street Closure:

If yes, please note number of streets* in accurate space provided as well as on the route map

_____ Mon – Fri, 7am – 4pm: \$110 each (up to 2 streets) \$50 per street over 2

_____ Mon – Fri, 4pm-10pm; Saturday & Sunday: \$200 each (up to 2 streets) \$100 per street over 2

**A street is considered one city block. Permit Holder understands responsibility to notify ALL residents / businesses affected by closure _____*

Alcohol to be served at event: Yes

☒ If yes, describe the location of sales, liquor license to be used and measures to insure proper ID for purchases and persons supervising the operation:

Katabatic Brewing is the headline sponsor for the event and they will be serving the alcohol. I can have them send over their liquor liability, per my insurance Agent.

☐

Liquor Liability Attached as described in Section 7

☐

Proof of Alcohol Server Training as described in Section 7

Requests for special animal policy considerations as described in Section 7:

If yes, please describe:

Will the event require camping or temporary housing: **No**

☒ If yes, have you the Park County Sanitarian at

406-222-4145 to set up a temporary housing plan and answer the following questions:

_____ Date(s) Camping will occur _____ Location of camp site(s) _____ Number of campers

_____ Number of tents _____ Location of tent(s) _____ Fire Ring(s) needed? *(must be authorized by Fire Dept)*

Please describe plan for water/sanitation facilities and parking:

Agreement to the City of Livingston Special Event conditions. Application hereby agrees to comply with the City of Livingston Special Event Conditions (Policy & Fee Schedule – Section 7). Upon signing this application, the applicant agrees not to violate any state or city codes in the presentation of the requested special event.

In consideration for permission to conduct its activity as requested, applicant agrees to indemnify, defend and hold harmless the City of Livingston, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person from all liability claims, actions or judgements which may arise from the activity. Applicants also agree to obtain valid save or hold harmless agreements from all participants in its activity, protecting the City of Livingston from all losses arising out of its activity, including damages of any kind or nature.

I, ^{BS} Brandon Schreiner _____ hereby agree to the terms of insurance as set forth by the City of Livingston for my special event, and realize I must attach proof of insurance with this document in order for my application to be considered complete.

 _____
Responsible Party (must have authority to sign)

 2/11/22
Date

City of Livingston Parks & Recreation

_____ Date



Myers

Mojave Park Trail

PARK COUNTY
MONTANA

Mayor's Landing

City of Livingston Public Works Department

At least one signature must be obtained from an authorized adult for each separate residence or business place that adjoins the Street Closure area. In case of refusal to sign, or a vacant house, indicate the address and a brief explanation as to why a signature was not obtained for that address. Each and every address in the closure area must be listed.

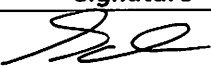
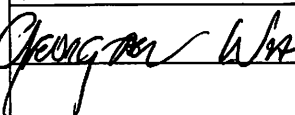
We, the undersigned, have no objection to the closure of the location listed below on the date(s) and times listed.


LOCATION: Myers Ln /from _____ /to _____
 (Street to be closed) (Street) (Street)

NOTE: No permit may be issued for the closure of a street between the hours of 12:01am to 8:00am without the documented permission from the Public Works Director.

From/Date: 5/20/23 Time: from 7:00 am a.m./p.m. To 6:00 pm a.m./p.m.

To/Date: _____ Time: from _____ a.m./p.m. To _____ a.m./p.m.

Signature	Name/Printed	Address	Phone	List One Owner/Renter
	Brandon Schreiner	1414 Ingomar Blvd Belgrade MT	815-631-9606	Brandon Schreiner
	George Watson	131 MYERS LANE	406-222-3142	

I, , do hereby verify that I have obtained all signatures necessary for the Street Closure Permit.
 (if additional space is needed, please copy this form)



Livingston Recreation Department
 229 River Drive
 Livingston, MT 59047
 406-223-2233
rec@livingstonmontana.org
<http://www.livingstonmontana.org/>

Registration/Payment Receipt 36420507

03/08/2022 12:47 PM

Account Information

Creek to Peak Foundation, LLC
 Brandon Schreiner
 1414 Ingomar Blvd
 Belgrade, MT 59714

Payment

Check (#93) \$150.00

Received By

Maggie Tarr at Civic Center

Item	Quantity	Balance Due	Amount Paid
Facility Rental Deposit	1.00	\$0.00	\$0.00
Facility Deposit	1.00	\$0.00	\$100.00
Special Event Administration Fee - Resident	1.00	\$0.00	\$50.00
1st Garbage Can Evening/Wkend	1.00	\$30.00	\$0.00
Addtl Garbage Can Evening/Wkend	3.00	\$45.00	\$0.00
Road Closure Evening/Wkend/Holiday	1.00	\$200.00	\$0.00
Subtotal			\$150.00
Total Payment			\$150.00
Change in Balance			\$275.00
Account Balance			\$275.00

(As of 03/08/2022 12:47 PM)

Thank you for reserving a facility with the City of Livingston

Reservation Status: A reservation is considered binding after The Facility Rental Agreement has been established and approved by City Personnel.

If a Special Event Application is required, the reservation is not considered binding until after all City departments have approved the Special Event Application. Rental applicants may not advertise until after this time.

Cancellation Policy: Deadline for cancellation is 7 days prior to your event. We cannot give refunds after the deadline. The City of Livingston will not be held responsible for emergencies that may arise that require the Civic Center, Band Shell or Gazebo area to be closed, i.e. floods, electrical outages, sewer backups, or any other unavoidable emergency situations. Should this occur, the rental fee and deposit will be refunded, unless the renter is able to reschedule the event. Notification of any emergency situation will be given to the renter as soon as possible.

Problems: If you encounter a problem during your rental, please call The Recreation Department Office at 223-2233, or Recreation Manager at 222-8155 **only** if you cannot get in contact with the Recreation Department staff. If it is an emergency and you cannot reach any of the listed contacts, please call 222-2050 and ask for the person on call for Public Works.

The City of Livingston does not deny access to the facility to anyone on the basis of race, sex, religion, creed, national origin, or political views. Further, permitting any group to use the facility does not imply the endorsement of any views by the City of Livingston. The City of Livingston reserves the right to refuse application for good cause or to revoke the rental applicant's permit privileges.

Maggie Tarr

From: Creek To Peak <sales@creektoppeak.com>
Sent: Friday, February 25, 2022 5:25 PM
To: Lisa Lowy
Cc: Maggie Tarr
Subject: Re: Links to Special Event Application - Livingston

Hi Lisa,

Just wanted to let you know i sat down with Tes Watson just a bit ago, great guy with cool knowledge about the area. He is in support of the event, his only request was not to block the parking around his home, which is discussed putting up no packing signs and communicating this in advance to attendees. I am going to keep them in the loop as details develop!

Please advise what you need from me, i can drop off a check this week for the application!

Thanks,

Brandon Schreiner

On Tuesday, February 15, 2022, Lisa Lowy <llowy@livingstonmontana.org> wrote:

Thanks for the follow up!

Lisa L. Lowy, MHA, SHRM-CP

Administrative Services and HR Director

City of Livingston

406-823-9870

From: Creek To Peak [mailto:sales@creektoppeak.com]
Sent: Tuesday, February 15, 2022 3:37 PM
To: Lisa Lowy <llowy@livingstonmontana.org>
Cc: Maggie Tarr <mtarr@livingstonmontana.org>
Subject: Re: Links to Special Event Application - Livingston

Hello,

**Livingston Recreation Department**

229 River Drive
Livingston, MT 59047
406-223-2233
rec@livingstonmontana.org
http://www.livingstonmontana.org/

36

Registration/Payment Receipt 37616210

04/14/2022 10:58 AM

Account Information

Creek to Peak Foundation, LLC
Brandon Schreiner
1414 Ingomar Blvd
Belgrade, MT 59714

Payment

Check (#92) \$275.00

Received By

Maggie Tarr at Civic Center

Item**Amount Paid**

1st Garbage Can Evening/Wkend	\$30.00
FOR BALANCE DUE BY: 05/09/2022	
Addtl Garbage Can Evening/Wkend	\$45.00
FOR BALANCE DUE BY: 05/09/2022	
Road Closure Evening/Wkend/Holiday	\$200.00
FOR BALANCE DUE BY: 05/09/2022	
Subtotal	\$275.00
Total Payment	\$275.00
Change in Balance	(\$275.00)
Account Balance	\$0.00

(As of 04/14/2022 10:58 AM)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2022

37

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Big Sky Ins Assoc. DBA: Lanphear Ins Agency
821 W Mendenhall
Bozeman, MT 59715

CONTACT NAME:

PHONE (A/C, No, Ext): 406-586-5449

FAX (A/C, No): 406-586-5440

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAC #

INSURER A: Scottsdale Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

SE Ventures LLC
DBA Creek to Peak
1414 Ingomar Blvd
Belgrade, MT 59714

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X	X	4707817A	05/21/2022	05/22/2022	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED <input type="checkbox"/> NON-OWNED						PROPERTY DAMAGE (Per accident) \$
	AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed as additional for the Mountain Soap Box Derby.

CERTIFICATE HOLDER

City of Livingston
220 E Park St
Livingston, MT 59047

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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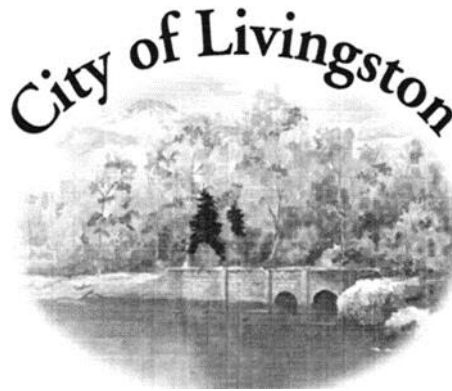
File Attachments for Item:

B. CONSIDERATION OF OPEN CONTAINER ENFORCEMENT WAIVER DURING THE 1ST ANNUAL FOSSILS FEST AT MILES PARK.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Melissa Nootz

Vice Chair
Karrie Kahle

Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

Date: 5/2/2023
To: Chair Nootz and City Commissioners
From: Grant Gager, City Manager

Staff Report for Consideration of Fossils Fest Request for a Special Event Exception To City of Livingston Alcohol Consumption Restrictions

Recommendation and Summary

Staff is recommending the City Commission approve the exception to the enforcement of restrictions on consumption of beer or liquor during the Fossils Fest proposed for July 21, 2023, by adopting the following motion:

“I move to approve the request to create an exception to the enforcement of the Open Container Statute during Fossils Fest.”

The reasons for the recommendation are as follows:

- The Livingston Municipal Code allows the City Commission to provide exceptions for special events to allow public consumption of beer or liquor.
- The City has received a request from a special event operator for such an exception and the operator has provided the necessary information.

Introduction and History

The applicant has submitted a Special Event Permit for a concert at the Livingston band shell and park area. The applicant hopes to host an outdoor concert with three bands and vendors to support the community recreation center project.

Analysis

City staff has reviewed the application submitted by the applicant. After reviewing the application as submitted, both the police and fire departments have advised that no duty personnel will be required on-site. The current request is before the Commission in order to allow the applicant adequate time to secure vendors.

Fiscal Impact

Application fees are intended to offset any costs associated with the event.

Attachments

- Attachment A: Fossils Fest Event Application and Invoice

City of Livingston Special Event Permit Application

The City of Livingston Special Event Permit Application applies to City of Livingston Streets, Facilities, Parks and Trails; this does NOT include private property. Completed applications must be submitted **at least 6 weeks** prior to the event date. (8 weeks if requesting fee waivers, see Section 7 for eligibility)

Applications **are not considered complete** until the following items have been submitted:

- Signed Application
- Non-refundable application fee: \$50 resident / \$80 non-resident
- Refundable Deposit if utilizing any COL equipment or Facility
- Proof of Liability Insurance
 - \$1,500,000 and \$750,000 per occurrence
 - Fire Casualty and Property loss insurance on the premises in the minimum amount of \$500,000.00 with a loss payable provisions to the City.
- Proposed maps/layout of event
 - If run/walk, include locations of water stations/volunteers/traffic control devices

Application Information (should also serve as the event day contact)

Renter/Contact Name: Scott Boehler

Organization: The Fossils

Email Address: harplore@gmail.com Tax ID Number:

Address: 426 South Yellowstone City, State, Zip: Livingston MT 59047

Mobile Phone: 406-224-2004 Work Phone:

Group insuring event: ~~Farmers Insurance Group~~ The Fossils

Insurance Company: Farmers Insurance Policy Number:

Insurance Agent: Chase Leininger Insurance Phone: 406-222-9494

Insurance Address: 312 E. Park

Event Information

Name of Event: Fossils Fest Date of Event: July 21 (FRIDAY)

Event Type: Music Approx # of Attendees: 200 - 500

Proposed Route(s) and/or Map(s) Attached: Time(s) of event: 5:00 to 10:00 PM

Set up 2:00 PM Event Begins: 5:00 PM Event ends: 10:00 PM Cleanup Complete: 11:00

Please provide a brief description of your event: (use additional sheet if you need more space)

Event Insurance : \$400.00 ?

3 Bands : Ian & the Drifters & Big Ol'

★ Open Container waiver request

Local food, beverages and bands celebrating community. FREE event / Donation bucket passed. 25% to local recreation center project

Please identify any safety / security issues:

Do you plan for your event to: 4 vendors from Farmers market

Have food: Yes If yes, have you contacted the Park County Sanitarian at 406-222-4145 and followed all requirements?

Accumulate waste: Yes 2 City cans / Happy Cans Composting
If yes, please notate your disposal plan (We recommend 1 – 96 Gallon can per 200 people):

The City of Livingston will supply additional trash cans for your event, if utilizing, please notate quantity:

 Mon – Fri, 7am – 4pm: \$20 for first can; \$10 per additional can

X Mon – Fri, 4pm-10pm; Saturday & Sunday: \$30 for first can; \$15 per additional can

Need restrooms: Yes If yes, how do you plan to accommodate? (We recommend one toilet per 250 people)

Use city restrooms

Need electricity: Yes If yes, what for and what source do you plan to use?

Band shell electric - Feed vendor plug ins

Utilize parking: Yes If yes, how do you plan to accommodate?

city lot parking

Utilize City park/facility/space: Yes If yes, please name the space and provide record of reservation. Contact the Recreation Department at 406-223-2233 to reserve. Band shell and park area

Use a stage, bleachers, tents or other temporary structures: No

If yes, please attach a drawing of proposed location(s) and sizes. \$30 irrigation locate fee applies when in parks.

***Utilize Cones, A-frames or Barricades from the City of Livingston:**

Candlestick Cones: @ \$3 each A-Frames: @ \$7 each Barricades: @ \$12 each

Construction Fencing: @ \$15 / 100 feet

**When rented individually these items do require a \$100 refundable deposit upon return of items*

Street Closure: If yes, please notate number of streets* in accurate space provided as well as on the route map

N/A Mon – Fri, 7am – 4pm: \$110 each (up to 2 streets) \$50 per street over 2

N/A Mon – Fri, 4pm-10pm; Saturday & Sunday: \$200 each (up to 2 streets) \$100 per street over 2

**A street is considered one city block. Permit Holder understands responsibility to notify ALL residents / businesses affected by closure*

Alcohol to be served at event: Yes If yes, describe the location of sales, liquor license to be used and measures to insure proper ID for purchases and persons supervising the operation:

CeCe @ the Owl waived set up fees

☐

Liquor Liability Attached as described in Section 7

☐

Proof of Alcohol Server Training as described in Section 7

Requests for special animal policy considerations as described in Section 7:

If yes, please describe:

Will the event require camping or temporary housing: No If yes, have you the Park County Sanitarian at 406-222-4145 to set up a temporary housing plan and answer the following questions:

_____ Date(s) Camping will occur _____ Location of camp site(s) _____ Number of campers
 _____ Number of tents _____ Location of tent(s) _____ Fire Ring(s) needed? (must be authorized by Fire Dept)

Please describe plan for water/sanitation facilities and parking:

Agreement to the City of Livingston Special Event conditions. Application hereby agrees to comply with the City of Livingston Special Event Conditions (Policy & Fee Schedule – Section 7). Upon signing this application, the applicant agrees not to violate any state or city codes in the presentation of the requested special event.

In consideration for permission to conduct its activity as requested, applicant agrees to indemnify, defend and hold harmless the City of Livingston, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person from all liability claims, actions or judgements which may arise from the activity. Applicants also agree to obtain valid save or hold harmless agreements from all participants in its activity, protecting the City of Livingston from all losses arising out of its activity, including damages of any kind or nature.

I, Scott Boehler hereby agree to the terms of insurance as set forth by the City of Livingston for my special event, and realize I must attach proof of insurance with this document in order for my application to be considered complete.

<u>Scott Boehler</u>	<u>4/12/23</u>
Responsible Party (must have authority to sign)	Date
<u>MTarr</u>	<u>4/11/23</u>
City of Livingston Parks & Recreation	Date

TShirts
 + Posters w/ Insty Prints free

The Owl
 City of Livingston
 Neptunes

25% Donated to New Rec Center

**Livingston Recreation Department**

229 River Drive

Livingston, MT 59047

406-223-2233

rec@livingstonmontana.org

http://www.livingstonmontana.org/

Registration/Payment Receipt 51863246

04/13/2023 10:36 AM

Account Information

Scott Boehler

426 South Yellowstone Street

Livingston, MT 59047

Payment

Check (#12667) \$100.00

Received By

Maggie Tarr at Civic Center

Item	Amount Paid
Miles Park Band Shell Park Jul 21, 2023 2:00 PM-11:00 PM - Half Day - Resident - Fri-Sun:	
\$150/Block - PERMIT #3726	\$150.00
Special Event Facility Deposit	\$100.00
Fee Waiver	(\$150.00)
1st Garbage Can Evening/Wkend	\$30.00
Fee Waiver	(\$30.00)
Addtl Garbage Can Evening/Wkend	\$15.00
Fee Waiver	(\$15.00)
Subtotal	\$295.00
Discounts	(\$195.00)
Total Payment	\$100.00

Facility Notes**Miles Park Band Shell Park**Please direct any questions to rec@livingstonmontana.org

Thank you for reserving a facility with the City of Livingston

Reservation Status: A reservation is considered binding after The Facility Rental Agreement has been established and approved by City Personnel.

If a Special Event Application is required, the reservation is not considered binding until after all City departments have approved the Special Event Application. Rental applicants may not advertise until after this time.

Cancellation Policy: Deadline for cancellation is **7 days** prior to your event. We cannot give refunds after the deadline. The City of Livingston will not be held responsible for emergencies that may arise that require the Civic Center, Band Shell or Gazebo area to be closed, i.e. floods, electrical outages, sewer

backups, or any other unavoidable emergency situations. Should this occur, the rental fee and deposit will be refunded, unless the renter is able to reschedule the event. Notification of any emergency situation will be given to the renter as soon as possible.

Problems: If you encounter a problem during your rental, please call The Recreation Department Office at 223-2233, or Recreation Manager at 222-8155 **only** if you cannot get in contact with the Recreation Department staff. If it is an emergency and you cannot reach any of the listed contacts, please call 222-2050 and ask for the person on call for Public Works.

The City of Livingston does not deny access to the facility to anyone on the basis of race, sex, religion, creed, national origin, or political views. Further, permitting any group to use the facility does not imply the endorsement of any views by the City of Livingston. The City of Livingston reserves the right to refuse application for good cause or to revoke the rental applicant's permit privileges.

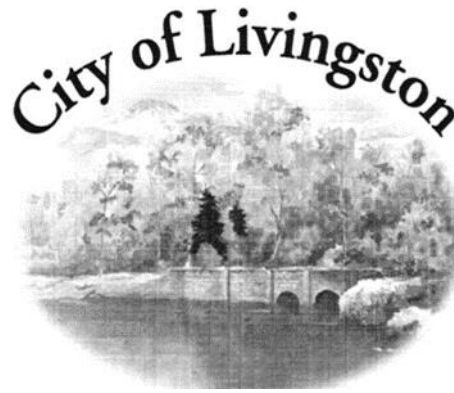
File Attachments for Item:

C. UPDATE ON STRATEGIC PLAN GUIDING PRINCIPLES.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Melissa Nootz

Vice Chair
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Commissioners
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Torrey Lyons

Date: 5/2/2023
To: Chair Nootz and City Commissioners
From: Grant Gager, City Manager

Staff Report on Staff Progress on Strategic Plan

Recommendation and Summary

Staff is providing an update to the City Commission regarding the strategic planning efforts that were initiated by the Commission in 2022. As this is a staff update, no motion is required or requested. However, direction to the City Manager is welcome.

The reasons for the update are as follows:

- The Livingston City Commission adopted guiding principles in November 2022.
- City staff has worked to translate those guiding principles into areas of focus and goals for 2023 and 2024.

Introduction and History

In November 2022, an Ad Hoc Committee of the Livingston City Commission presented recommended guiding principles for an organizational strategic plan. These principles, which are Attachment A to this report, provided an initial vision and goals for staff to guide staff.

Analysis

Since November, City Staff have reviewed those guiding principles with the goal of developing a work plan to help the City achieve the vision and goal statements. In April, the City Department Directors gathered with a facilitator to refine the vision and goals and develop a work plan. The notes from that session are included as Attachment B and the draft Areas of Focus document is Attachment C to this report.

Fiscal Impact

There is no immediate fiscal impact to this report.

Strategic Alignment

This update is intended to ensure that staff and the Commission are aligned as we move forward.

Attachments

- Attachment A: November 2022 Guiding Principles
- Attachment B: Notes from Facilitated Session
- Attachment C: 2023-4 Areas of Focus Document

Guiding Principles Strategic Planning Committee final recommendation to the Mission, Vision, Values, and Goals Statements in the 2019-2024 City of Livingston, Organizational Strategic Plan.

Vision

Livingston as a community is:

- People - Engaged, equitable, family-friendly and resilient
- Economy - Economically diverse and vibrant
- Place - Fostering and preserving its unique physical character
- Context - Maintaining its relationship to the neighboring open land

Goals

LAND USE- Adjust current regulations to implement the Growth Policy.

- Create policies that develop infill and limits sprawl
- Update the Zoning Code, Subdivision, and Planned Urban Development process consistent with the Growth Policy
- Establish a process with the county to address the Extra-Territorial Jurisdiction (ETJ)
- Create Community Gateway overlay zones
- Develop a Downtown plan that includes parking and development
- Define and manage an urban boundary interface plan to address fire, wildlife, and waterways

HOUSING - Develop tools to incentivize balanced and diverse housing options.

- Influence legislative action at the state level
- Complete an economic needs study
- Establish an ad hoc community group to propose a set of policies and tools for the city:
 - To explore short-term rental regulations
 - To develop tools to incentivize reasonably priced housing
 - To investigate direct action opportunities and partnerships for publicly owned land

TRANSPORTATION/INFRASTRUCTURE - Develop the needed infrastructure for sustained growth.

- Increase and improve connectivity (including for pedestrians) to and from the northside
- Implement the Active Transportation Plan
- Address stormwater and ground mitigation requirements for 10,000-plus residents
- Develop a plan to preserve access to clean water

LOCAL SERVICES – Maintain our strong performing local services as we grow.

- Identify safety net issues, including housing insecurity and homelessness
- Strengthen social services locally
- Maintain a high level of performance for emergency response services
- Maintain and improve our local utility service infrastructure
- Develop a robust Public Transportation Plan



**City of Livingston
Session Notes
April 5-6, 2023**



Present: City Manager, Department Heads with the exception of the Fire Chief

Group Warm-up – Photos

We started off with everyone finding the photo that represented how they were presently feeling about the organization, then sharing them with the group.

Vision/Mission/Values

We reviewed both the vision created during the 2019-2024 Strategic Plan as well as the vision recently created by an ad hoc committee. Using those concepts, the group came up with a vision statement to help guide them through the next 18 months. We brainstormed as a whole group aspects of a long-term vision for Livingston, the community. The goal was to get a *sense* of what we collectively see 10 years from now, not necessarily a finalized vision or product.

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

From Committee: Livingston as a community is:

- People – Engaged, equitable, family-friendly and resilient
- Economy – Economically diverse and vibrant
- Place – Fostering and preserving its unique physical character
- Context – Maintaining its relationship to the neighboring open land

Draft Vision: *A family friendly, vibrant and engaged community that embraces and preserves our natural resources and historical character.*

For sake of time, we decided to work with the **mission** that was already in use from the Strategic Plan document: We provide essential services, quality of life opportunities, and maintain what is best about Livingston while providing for growth in a manner that is fiscally responsible, with integrity and compassion.

GRPI Framework

We discussed the Goals, Roles, Processes, Interpersonal Relationships (GRPI) Model. Understanding where the majority of conflict arises from is important to the development of plans so that we can create them properly. It also helps to diagnose where issues may stem from when conflict appears, and/or help us navigate or avoid conflict.

- 80% of conflict derives from issues with goals (lack of clarity, lack of agreement, lack of defined goals)
- 16% of conflict derives from issues with roles
- 3% derives from issues with processes

<1% derives from an actual individual or relationship

Since 94-97% of your results are due to the system you work within, leaving only ~1-3% due to the actual people who work within the system, it is really important to focus on improving the structures and the system that we require people to work within. We started by getting clear on our goals as a whole group.

Goal Setting

Using strategies and goals developed by the ad hoc committee, the group came up with refreshed goals for each of the areas of focus.

Housing: Create an environment that encourages housing to accommodate an economically diverse population.

Infrastructure: Maintain and improve the level of service of all infrastructure, anticipating future growth needs to ensure public health and safety.

Local Services → now HHS & Emergency Services: Increase quality of life, community safety and assure access to services for all.

Land Use: Foster responsible growth that preserves our natural resources and encourages equity.

Workforce* (added in later): To become an employer of choice in the region

*The group recognized that this goal wasn't quite how they wanted it worded, but it would serve its purpose for now.

Strategies

Once goals were developed for each of the Areas of Focus, we shifted our energies to the strategies within each.

Housing	Land Use
<ul style="list-style-type: none"> Establish ad hoc community group to propose set of policies and tools for the City <ul style="list-style-type: none"> - Develop tools to encourage affordable housing - Investigate direct action opportunities and partnerships for publicly owned land (1) 	<ul style="list-style-type: none"> Update the zoning code, subdivision, and PUD process consistent with the Growth Plan (5)
<ul style="list-style-type: none"> Short term rental evaluation (3) 	Downtown plan that includes parking and development
<ul style="list-style-type: none"> Public employee and workforce housing options (2) 	<ul style="list-style-type: none"> Education plan around urban/wildland interface (1)
<ul style="list-style-type: none"> Education and outreach on available housing resources (2) <ul style="list-style-type: none"> - City website 	<ul style="list-style-type: none"> Watershed and floodplain protection (2) <ul style="list-style-type: none"> - Support state's efforts - Flood plain insurance information

Local Services	Infrastructure
<ul style="list-style-type: none"> • Improve the level of capacity for emergency response services in relation to growth (6) 	<ul style="list-style-type: none"> • Increase and improve connectivity to and from the northside (3) • Implement Active Transportation Plan (safe routes to school, peds) • Explore creating stormwater utility (4) • Staff security in work environment (1)
<ul style="list-style-type: none"> • Develop a comprehensive Public Transportation Plan 	<ul style="list-style-type: none"> • Identify and prioritize city streets and RoWs to improve to standard <ul style="list-style-type: none"> - 12th-8th off Montana
<ul style="list-style-type: none"> • Strengthen social services (1) <ul style="list-style-type: none"> - Identify safety net issues (housing, homelessness, crisis intervention) - Aging community, elder services 	<ul style="list-style-type: none"> • Reduce I&I and sewer collection (2)
<ul style="list-style-type: none"> • Recreational opportunities (3) <ul style="list-style-type: none"> - Aging populations - Youth 	<ul style="list-style-type: none"> • Evaluate capacity of utilities relative to zoning (8) <ul style="list-style-type: none"> - 4" to 6" water/sewer replacements - Water redundancy in critical areas - Educate community on issues and needs
<ul style="list-style-type: none"> • Adolescent opportunities <ul style="list-style-type: none"> - Afterschool, job training, internships, volunteerism 	<ul style="list-style-type: none"> • Solid waste disposal options (4)
	<ul style="list-style-type: none"> • Levy work/analysis (flood mitigation)
Workforce	
<ul style="list-style-type: none"> • Fill open positions <ul style="list-style-type: none"> - Vocational, skilled labor - Emergency services 	
<ul style="list-style-type: none"> • Workload analysis (4) <ul style="list-style-type: none"> - New positions, contract help, etc. 	
<ul style="list-style-type: none"> • Retention (6) <ul style="list-style-type: none"> - Professional development - General work dynamics - Wages/benefits 	

Once ideas for strategies had been brainstormed, we narrowed down the list, remembering our 1.5 year window for time of work. Each participant was given seven votes to prioritize items for this work window. Totals are noted above in parentheses.

After the voting, we reviewed the choices made and through discussion finalized the strategies for each of the areas of focus.

Day Two

Day two we added names of who was expected to be working on each of these priorities. We also placed the strategies on a general timeline through 2024. All of this is captured in the "Areas of Focus 2023-24" document.

Once we completed the work on the Areas of Focus, we shifted our attention to the dynamics of how we do our work.

Me to We

The Me to We exercise had people looking at the characteristics of organizations that are individual, or “me” focused compared to organizations that have a “we” dynamic.

Going back to the GRPI Model, we revisited the fact that if 94-97% of your results are derived from the system, and that only leaves 1-6% (depending on your source of statistics) of the results being due the individual, then we know where we need to spend our time improving things. *Improve the systems and processes that people work within if you want to see better results.*

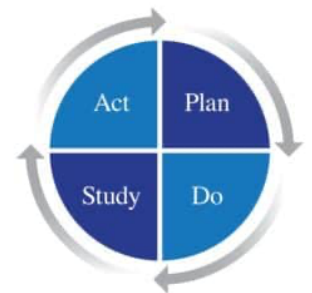
Process Improvements

We briefly touched on using process maps to help define and improve processes that would benefit from being replicable. Making things visible is a key component to ensuring understanding by all using the same process. It also helps you recognize areas of the process that may be redundant, bottlenecked, lack flow, etc.

There were a few ideas generated where the City would benefit from having a defined process:

- How we post for public meetings
- Onboarding new hires
- Defined orientation / onboarding
- Offer letter process
- Employee termination / offboarding
- Ch. 2 of Municipal Code
- Adopted resolution communications

We also discussed the PDSA Cycle (Plan, Do, Study, Act). PDSAs are a systematic process for gaining valuable learning and knowledge for the continual improvement of a product, process, or service. It removes the “I know best” behavior among groups, and instead shifts the focus to gathering information that helps determine the best path forward. It is best to start with small tests, rather than try to tackle a large change. The commonly used saying is “Try to boil a cup of water, not the entire ocean.”



Using the challenge of staff retention, we sketched out a draft start of a PDSA.

Aim: Staff feel that their ideas are valued.

Prediction: If we involve staff in the development and improvement of processes, then they will feel more engaged with the organization.

Plan: Plan a change or a test, aimed at an improvement.

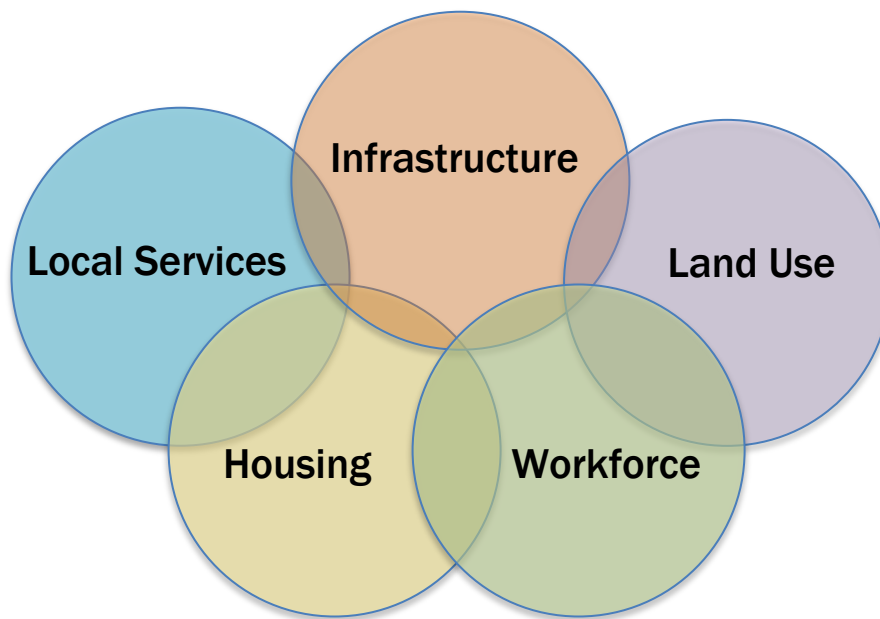
Do: Carry out the change (preferably on a small scale - low cost, low risk, low time)

Study: Study what did we learn? What went wrong? What went right?

Act: Decide what your next course of action is – Adopt the change, run another test, abandon the change.

Next Steps

- Develop departmental strategies to support the work outlined in the Areas of Focus.
- Develop a full PDSA to test out a change or improvement in the organization.
- Create process maps to define processes. Use all levels of employees within your organization to work on the work together.



City of Livingston 2023-24 Areas of Focus

Housing - Create an environment that encourages housing to accommodate an economically diverse population.

- Short term rental evaluation
- Public employee and workforce housing options
- Education and outreach on available housing resources
 - City website
- Ad hoc community group to propose set of policies and tools for the City
 - Investigate direct action opportunities and partnerships for publicly owned land

Infrastructure - Maintain and improve the level of service of all infrastructure, anticipating future growth needs to ensure public health and safety.

- Evaluate capacity of utilities relative to zoning
 - 4" to 6" water/sewer replacements
 - Water redundancy in critical areas
 - Educate community on issues and needs
- Explore creating stormwater utility
- Solid waste disposal options
- Increase and improve connectivity to and from the north side
- Reduce I&I and sewer collection
- Staff security in work environment

HHS & Emergency Services - Increase quality of life, community safety and assure access to services for all.

- Improve the level of capacity for emergency response services in relation to growth
- Recreational opportunities
 - Aging populations
 - Youth
- Strengthen Social Services
 - Aging community, elder services

Land Use - Foster responsible growth that preserves our natural resources and encourages equity.

- Update the zoning code, subdivision, and PUD process consistent with the Growth Plan
- Watershed and floodplain protection
 - Support state's efforts
 - Flood plain information
- Education plan around urban/wildland interface

Workforce - To become an employer of choice in the region.

- Retention
 - Professional development
 - General work dynamics
 - Wages/benefits
- Workload analysis
 - New positions, contract help, etc.

April - June '23	July – Sept 2023	Oct – Dec 2023
Water system capacity – start analysis <i>Shannon, Jen, Jim, Martha, TD&H</i>	Improve level of capacity for emergency response services in relation to growth <i>Grant, Dale, Josh, County Commissioners</i>	Solid waste disposal <i>Shannon, Grant, Paige, City Commissioners</i>
Update PUD process with the GP <i>Jim, Jen</i>	Update zoning code with the GP <i>Jen, Jim, consultant</i>	Reduce I&I <i>Shannon, Lisa, Paige, TD&H, Martha</i>
Flood mitigation <i>Shannon, Grant, Jen, Paige?</i>	Strengthen social services <i>Grant, County, Lisa</i>	Workload analysis <i>Lisa, Grant</i>
Education & outreach for available housing resources <i>Lisa, Faith, Jen, Grant</i>	Establish ad hoc community group to investigate publicly owned land options <i>Jen, Grant</i>	Public & employee workforce housing <i>Grant, Shannon, Jim, Josh</i>
Solid waste disposal decision		
Ch. 2 of Municipal Code update <i>Grant</i>		
Jan – March 2024	April - June 2024	July – Sept 2024
Short term rental evaluation <i>Josh, Grant</i>	Stormwater utility <i>Shannon, Martha, Paige, Grant, City Commissioners, TD&H</i>	Land use update – subdivision with GP <i>Jen, Jim, Shannon</i>
Staff retention <i>Paige, Grant, Lisa</i>	Watershed & flood plan protection <i>Shannon, Jen, Paige, Grant</i>	
Education plan – urban/wildland interface <i>Josh, Rural Fire, Shannon</i>	Recreation opportunities <i>Lisa</i>	
Oct - Dec 2024		
Improve connectivity to north side <i>Shannon, Jen, Jim, Grant</i>		