Livingston City Commission Agenda

December 03, 2024
5:30 PM
City – County Complex, Community Room

Join Zoom Meeting
https://us02web.zoom.us/j/83978950831?pwd=TkdaQUFKcjhZVnROM2ppZE1XTERlQT09

Meeting ID: 839 7895 0831
Passcode: 970639

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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 NOVEMBER 19, 2024, REGULAR MEETING P. 3

   B. APPROVAL OF CLAIMS PAID 11/14/24 - 11/27/24 P. 27

   C. APPOINTMENT OF SARAH KNOEBL AND CHRIS RALEY TO THE LIVINGSTON URBAN RENEWAL AGENCY P. 42

   D. AGREEMENT 20139 EXTENDING AE2S ON-CALL CONTRACT P. 57

   E. AGREEMENT 20137 WITH MISSOURI RIVER DRUG TASK FORCE P. 70

   F. AGREEMENT 20138 WITH TD&H FOR ENGINEERING SERVICES P. 98

5. Proclamations

6. Scheduled Public Comment

7. Action Items

   A. PRESENTATION OF CITY OF LIVINGSTON ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2024 P. 127

   B. PRESENTATION OF STORMWATER UTILITY FEASIBILITY STUDY P. 132

   C. RESOLUTION 5151: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ACCEPTING UTILITY AND ACCESS EASEMENTS GRANTED BY VEGAN TRITIP FOR THE NORTHTOWN SUBDIVISION PROJECT PHASES 2 AND 3 AND AUTHORIZING CITY MANAGER TO SIGN ASSOCIATED DOCUMENTS. P. 184

D. DISCUSSION AND DIRECTION TO STAFF REGARDING UPDATE TO SUBDIVISION REGULATIONS P. 195

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

8. City Manager Comment

9. City Commission Comments

10. Adjournment

Calendar of Events

Supplemental Material

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- 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 NOVEMBER 19, 2024, REGULAR MEETING

Livingston City Commission Minutes

November 19, 2024 — 5:30 PM

City – County Complex, Community Room

https://us02web.zoom.us/j/83569125068?pwd=VHF0eEJUMlQ2QkxQRXR3a2lDTU5VZz09

Meeting ID: 835 6912 5068
Passcode: 543430

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1. Call to Order

Chair Kahle call the meeting to order at 5:32 PM

2. Roll Call

Commissioners Present

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

City Staff Present

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

3. Public Comment

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)

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

- Leslie Feigel: Discussed businesses and ribbon-cutting events, including the DeYoung Studios opening on November 22, and Mountain Rose Med Spa and The Blend Smoothie Shop on December 12.
- Dale Wood: Expressed support for the garage setback variance request at 604 N. L Street.

4. Consent Items

A. **APPROVAL OF MINUTES FROM NOVEMBER 06, 2024, REGULAR MEETING (PG. 4)**

B. **APPROVAL OF CLAIMS PAID 10/31/24 - 11/13/24 (PG. 11)**

C. **APPROVAL OF SPECIAL EVENT EXCEPTION TO ALCOHOL POSSESSION AND CONSUMPTION RESTRICTIONS FOR THE LIVINGSTON HISTORIC CHRISTMAS STROLL DECEMBER 6, 2024 (PG. 23)**

D. **RATIFICATION OF EMERGENCY PURCHASE ORDER 20134 WITH XYLEM (PG. 29)**

Chair Kahle pulled item D.

Commissioner Lyons motioned to approve items A – C seconded by Commissioner Willich. Approved unanimously.

Chair Kahle pulled item D for a math correction on page 31 referencing the line support unit

The City Manager explained the purchase order that is in question and clarified the unit cost as missing a 3.

5. Proclamations

A. **A PROCLAMATION OF THE CITY COMMISISON OF THE CITY OF LVINGSTON MONTANA, DECLARING NOVEMBER 30, 2024 AS SMALL BUSINESS SATURDAY IN LIVINGSTON MONTANA (PG. 33)**

Chair Kahle read the proclamation.

The City Manager stated he will shopping locally on that day this year.

Commissioner Willich added that 43.5% of the USA gross domestic product is created by small businesses. 45.9% of the total workforce in the USA is employed by small businesses. 35% of total exports from the USA are operated by small businesses. He finished by saying they are a significant portion of our economic engine.

6. Scheduled Public Comment

A. **UPDATE FROM FOUR RANGES COMMUNITY RECREATION FOUNDATION ON WELLNESS CENTER PROJECT**

The City Manager introduced Chase Rose from Four Rangers Foundation.

Chase provided an update on the Wellness Center project. Key points included:

- Guaranteed Maximum Price: A guaranteed maximum price for construction was secured from Swank Enterprises after working with LPW Architects. Chase emphasized the importance of accepting the bid promptly to avoid potential cost increases if rebid in the spring.
- Fundraising Milestone: $2.3 million was raised in three months, equating to approximately $40,000 per business day, showcasing significant philanthropic support from Livingston and Park County residents.
- Groundbreaking Ceremony: Scheduled for November 21, 2024, at Katie Bonell Park. Chase extended an invitation to the commission and the public to attend.
- Facility Funding: A total of $22.5 million has been raised to fund the facility, with an additional $1 million targeted for equipment, landscaping, and other features. Fundraising efforts will continue to secure a $5 million operational endowment.
- Community Input: Chase outlined ongoing opportunities for public input on features such as the kids' pool, outdoor play areas, fitness equipment, and interior design elements.

Chase expressed gratitude to the community for its support and highlighted the foundation's ongoing commitment to fundraising and community engagement.

Commissioner Schwarz expressed enthusiasm for the project and stated he will be attending the groundbreaking on the 21st.

Vice-Chair Nootz suggested for future events potentially have a family-friendly time to allow greater community accessibility. She asked for clarification on what the community input was that he listed in his presentation. She also inquired about a public comment portal for the community who want to reach out directly about the project.

Chase Rose stated the community can reach out through the website www.4ranges.org

Chair Kahle stated she will be attending the groundbreaking and appreciates the update

7. Action Items

A. RESOLUTION 5150: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING CERTAIN PROPERTY AS SURPLUS AND DIRECTING THAT SAID PROPERTY BE DONATED, SOLD OR DISPOSED OF (PG. 36)

The City Manager stated that this resolution addresses surplus city property, including three decommissioned police vehicles and a 1950s Chevrolet truck. These items were identified as no longer necessary for city operations. Mr. Gager explained that the city recently acquired new police vehicles, which justified the

decision to surplus the older vehicles. The surplus property would be listed for sale on the www.publicsurplus.com platform.

Commissioners jokingly discussed the 1950's Chevrolet truck and where is was and if the city has used it in the past.

Commissioner Willich asked about bidding on this vehicle.

The City Manager clarified that city employees are prohibited from bidding due to internal policies. However, Commissioners, as non-employees, are allowed to participate in the bidding process.

Commissioner Schwarz motioned to approve the resolution seconded by Vice-Chair Nootz. Unanimously approved.

B. ORDINANCE 3056: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 30, ZONING, OF THE LIVINGSTON MUNICIPAL CODE, BY ALTERING SECTION 30.40, SECTION 30.41, SECTION 30.43 AND SECTION 30.51 AS THEY RELATE TO ACCESSORY DWELLING UNITS AND TWO (2) FAMILY DWELLINGS **(PG. 40)**

The City Manager began by introducing the ordinance, explaining that it was necessary to bring the city's zoning regulations into compliance with recent state legislation. He outlined two key state laws passed during the last legislative session Senate Bill 323 and 528 related to ADU's and duplexes. He noted that the city had already started making progress on some of these changes earlier in the year before a legal injunction temporarily delayed implementation. Since the injunction has been lifted, the city is now resuming efforts to align its regulations with the law. He emphasized that while the ordinance is a legal requirement, it also reflects some of Livingston's priorities, such as encouraging housing options. He concluded by inviting Director Severson to present the technical details of the ordinance.

Director Severson provided a detailed presentation of the ordinance's content and its impacts. She outlined:

- Proposed amendments to the zoning table.
- Clarifications to density allowances for duplexes and ADU's.
- Changes to terminology within the ordinance.
- Removing requirements for matching architectural designs between ADU's and primary residences.

Director Severson also addressed the need to monitor how the ordinance implementation might affect infrastructure and public services over time.

Commissioner Lyons asked if neighborhood commercial allows for a single family residential.

Director Severson stated it would have to have a commercial use as part of that structure.

Vice-Chair Nootz asked for clarification on if there are existing older residential units in neighborhood commercial.

Director Severson stated over on Sun Ave. there is neighborhood commercial in that area.

Vice-Chair Nootz stated she is thinking of an area on the Northside between and 5th and Main.

The City Manager stated those would be called existing but non-conforming.

Director Severson stated if they have a residence that is legally non-conforming they could have and ADU.

Commissioner Lyons motioned to approve the first reading of ordinance 3056 seconded by Commissioner Schwarz.

Public Comment was offered by:

- Leslie Feigel: Expressed support of the ordinance, emphasizing the cost-effectiveness of duplexes and their potential to create affordable housing options. She also brought up about parking concerns related to ADU development.

Commissioner Willich agreed with concerns that parking will be an issue along with water and sewer capacities. He would like it to remain on their radar for future.

Commissioner Lyons advocated for clarity in the ordinance language, particularly regarding the ADUs. He proposed amending the ordinance to include asterisks and footnotes to clarify these points.

Commissioner Schwarz expressed disappointment in removal of the parking requirement and the loss of impact fees.

Vice-Chair Nootz asked if they needed to amend the motion to include the clarity points.

Director Severson explained options to do so.

The City Manager suggested it would be good process to amend the motion.

Vice-Chair Nootz touched on the parking situation hoping builders are including conversation about parking. She would like to know how many ADUs have been permitted in the past couple years.

The City Manager estimated that fewer than 15 city wide every year.

Vice-Chair Nootz asked to be notified if ADUs really start to take off.

The City Manager stated he would do that, and touched on the work the city is doing to review LMC regarding connections to the main for sewer and water to be able to maintain ADUs.

Chair Kahle stated that parking and impact fees are decided by the state and the city has to come in compliance with state rulings, and it was not the city making these changes.

The City Manager gave the wording for the amended motion stating "I move to amend the underlying motion to add an asterisks on the accessory dwelling line to anywhere where there an existing N and also to revert the CBD designation back to N"

Vice-Chair Nootz motioned to amend as stated by the City Manager seconded by Commissioner Lyons. Unanimously approved.

Unanimously approved the amended motion.

C. CONSIDERATION OF REQUEST FOR ZONING SETBACK VARIANCE AT THE PROPERTY LOCATED AT 604 N. L STREET (PG. 70)

The City Manager introduced Director Severson to present on this item

Director Severson expressed that her job, ultimately, is to enforce the zoning code. The presentation included the following key points:

- Property Details: The property consists of four and a half platted lots totaling 15,750 square feet. The site includes a main residence, a smaller second residence, a gazebo, gardens, trees, and walkways.
- Variance Request: The applicant proposes placing the garage 15 feet from the front property line along North L Street to avoid moving an existing gazebo or altering other site features.
- Criteria for Variances: Director Severson outlined the five criteria used to evaluate variance requests, explaining that while the variance would not harm public interest or safety, it may confer a special privilege on the applicant since alternative configurations could comply with the required setback.
- Staff Recommendation: Based on her analysis, Director Severson recommended denial of the variance request.

Commissioner Lyons asked if we received feedback from adjacent properties relating to notification of this variance.

Director Severson stated notice is required to be sent out to every property owner within 300 feet.

Vice-Chair Nootz inquired about the width of this road and whether future road improvements, such as sidewalks and paving, might be impacted by the reduced setback.

Director Severson stated the platted right-of-way is 60 feet wide, the actual road surface is narrower. She noted any future sidewalks or pedestrian improvements would be outside the property and feels there is adequate room for these in the future.

The City Manager stated we have not received the in favor letters from every neighbor in the area. He also stated that L Street currently dead ends and there may be a pass in place in the future.

Vice-Chair Nootz motioned to deny the requested variance from the required 25 foot front to back distance for the purposed of constructing two car garage 15 ft. from the front property line on the property located at 604 N. L Street seconded by Commissioner Schwarz.

Public Comment was offered by:

- Dale Wood: Expressed support for the variance, describing the road as a dead-end street unlikely to be further developed. He felt the variance would not negatively affect the neighborhood.
- Dale Pressley (Applicant): Noted that a neighboring property was granted a 7 ft. setback variance last year for an RV. He argued that his request should be treated equally and emphasized the importance of fairness in the process.

Commissioner Schwarz clarified how the motion was made and stated just because that is how it was written to them in the staff report doesn't means that they are necessarily against it. He stated generally he is opposed to variances and does research each time they are proposed and with this one he feels there is no reason to deny this request.

Vice-Chair Nootz recalled details of a variance on the Southside that was denied. She is in favor of the denial and feels it is consistent with applying the law, and expressed feelings of fairness and it should be applied across town and not have different rules for the Southside and the Northside. She reminded it is not personal and they do have to follow the laws set in place, and repeated she is in favor of the staff recommendation to deny.

Commissioner Lyons expressed appreciation of the staff report and presentation. He feels that the staff recommendation was taken seriously and looked at in detail and does agree with the staff recommendation. He feels that granting the setback variance would have minimal impact, but also feels consistency in approval or denial of these variance requests is important for the overall community. He does support the staff recommendation.

Commissioner Willich understands these need to be looked at individually and understand the impact and risk are low, and acknowledges that they have not heard any negative feedback from surrounding neighbors.

Chair Kahle recalled the variance that Mr. Pressley was referencing for his neighbors, which was intended to be used for additional housing units, which is why that was approved. She reminded this variance before them is for a garage not a housing unit. She feels there are other ways to position this garage on the property without the variance. She does agree with staff recommendation.
Chair Kahle reminded the motion is to deny the variance.

Chair Kale, Vice-Chair Nootz & Commissioner Lyons voted to deny this variance

Commissioner Schwarz and Commissioner Willich voted to not deny this variance

The motion carries and the variance is denied.

7:03 PM Vice-Chair Nootz motioned for a break seconded by Commissioner Schwarz. Unanimously approved

D. DISCUSSION REGARDING ADVISORY BOARDS (PG. 94)

The City Manager introduced the item, noting that this discussion stemmed from a request made when the Parks and Trails Committee and Tree Board were disbanded a year ago. The intent of the discussion is to evaluate whether the current structure—replacing these boards with direct public engagement and administrative oversight—has been successful in meeting community needs. Key points include:

- Staff has conducted robust public engagement efforts over the past year, including surveys, public events, and participation at farmers markets.
- Major projects, such as the Parks Master Plan and the Reservoir Park geodesign project, have facilitated community input from hundreds of residents.
- Feedback from the Parks Superintendent and other staff indicates that engagement has become more efficient and productive under the new structure.
- Staff believes the change has reduced operational risk by aligning responsibilities appropriately within the administrative structure, rather than relying on advisory boards to oversee what are primarily executive functions.

Chair Kahle asked about level of public input.

The City Manager stated they are receiving more public engagement and reminded that on average the disbanded boards had 1 member of the public in attendance.

Commissioner Schwarz expressed that he likes the new structure since the boards have been removed.

Vice-Chair Nootz inquired about outreach and feedback about trees.

The City manager stated outreach was done at Farmers Market over the summer and reminded of the tree inventory project that the Parks Division is working on.

Vice-Chair Nootz asked about the status for Tree City USA and Bee City USA.

The City Manager confirmed the Parks Division now oversees these designations.

Vice-Chair Nootz asked for examples of how public input has directly influenced administrative decisions under the new system.

The City Manager cited community feedback that informed the Reservoir Park design process and ongoing input collected for the Parks Master Plan.

Vice-Chair Nootz asked how this new process had impacted staff.

The City Manager stated he is pleased with this outcome and also welcomed input from the Commission about areas they are missing with the community. He stated the Parks Superintendent is receiving direct communication from the community.

Commissioners expressed excitement that community engagement has improved and are happy to hear the results of this change.

Vice-Chair Nootz thanked Policy Analyst Greg Anthony on his hard work around informing the public of city policy.

Chair Kahle motioned to enter closed session seconded by Vice-Chair Nootz. Unanimously approved.

E. CLOSED SESSION PURSUANT TO 2-3-203(4)(a)

8. City Manager Comment

The City Manager thanked the commission for their hard work tonight and wished everyone happy Thanksgiving.

9. City Commission Comments

Commissioner Willich: Expressed gratitude for working with commissioners and city staff.

Commissioner Lyons: no comment

Commission Schwarz: no comment

Vice-Chair Nootz: no comment

Chair Kahle: Wished everyone happy Thanksgiving.

10. Adjournment

8:51 PM Commissioner Lyons motioned to adjourn seconded by Commissioner Willich. Unanimously approved.

Calendar of Events

Supplemental Material

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STATE-MANDATED ZONING TEXT AMENDMENT

Accessory Dwelling Units (ADUs) and Duplexes

CITY COMMISSION MEETING

NOVEMBER 19, 2024

PURPOSE & SUMMARY OF UPDATES

Updates mandated by 2023 State Laws

- SB 323- Duplexes allowed anywhere Single Family Residential (SFR) allowed
  - Duplexes now allowed in R-I and RMO districts
  - All other zones already allow duplex where SFR allowed

- SB 528- ADUs allowed anywhere SFR exists; limits restrictions on ADUs
  - ADU allowed anywhere a SFR exists (key change is CBD)
  - Removes requirements for parking, Impact Fees and design*

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CHANGES TO TABLE 30.40

Table 30.40

List of Uses

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

	R-I	R-II	RII-MH	R-III	RMO	NC[1]	MU	CBD[2]	HC	LI	I	P
One (1) Family Dwellings[3]	A	A	A	A	A	A	A	~~A~~ N	A	N	N	N
Two (2) Family Dwellings	~~N~~ A	A	A	A	~~N~~ A	A	A	~~A~~ N	A	N	N	N
Multifamily Dwellings	N	A	A	A	N	A	A	A	A	N	N	N
Accessory Dwellings	A	A	A	A	A	N	A	~~N~~ A*	A	N	N	N

1. NC- Any number of residential units may be established within a building that also contains a commercial use.
2. CBD—Any number of ~~apartment~~ residential units may be established in an existing commercial building. No new residential structures may be built unless they meet the definition of "~~High Density~~Multifamily Residential."
*New ADUs are allowed in the CBD only if a single family residential use already exists on the parcel.
3. Adult Foster Care Center.
a. No more than four (4) residents;
b. Staff member must be on board twenty-four (24) hours a day.
4. Radio Stations do not include radio towers or wireless communication facilities as defined by the Federal Communications Commission.
~~[3] This includes manufactured homes as defined by Ordinance 1813.~~

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ADDITIONAL REVISION TBL 30.41 – RESIDENTIAL DENSITY REQUIREMENTS

- ADUs do not apply to duplexes, multi-family, townhomes or condos (ensures 'gentle infill' by limiting ADUs to SFR)

- Not required by the state, but in response to feedback from January 2024 City Commission

1. In all ~~residential~~ zoning districts in which accessory dwellings are permitted, the number of accessory dwellings allowed is equivalent to the number of one (1) family dwelling units ~~allowed~~ present on the lot ~~as show in Table 30.41 above~~. ~~The total number of dwelling units allowed on any lot is the allowed density of the lot in Table 30.41 above plus the equivalent number of accessory dwellings. E.g.: a 7,000 square foot lot in the R-II zoning district allows two (2) dwelling units and two (2) accessory dwellings~~. Accessory dwelling units shall not apply to two (2) family and multi-family dwellings.

A) Applicable to Mobile Home Subdivisions only.

B) Side setback not required for approved townhouse development.

C) Any side setback that is directly adjacent to, and generally in line with, an adjoining rear setback within the same Zoning Classification District shall have the same setback as the adjoining rear setback.

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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

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RECOMMENDATION

Staff recommends the City Commission follow the recommendation of the Consolidated Land Use Board and adopt the text amendments as proposed by Staff and as shown in the attached Draft Ordinance 3056

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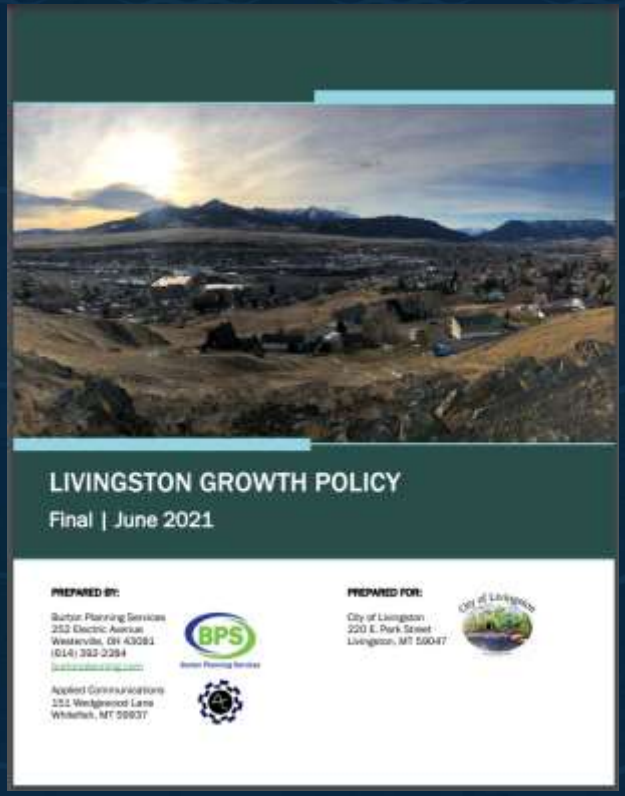
QUESTIONS ?

Thank you



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PRESSLEY VARIANCE REQUEST

604 N L Street

CITY COMMISSION MEETING

NOVEMBER 19, 2024

SUMMARY OF PROPOSAL

Zoning District: RII-MH (Medium Density – Mobile Home)

Variance requested for a 15-foot setback from N L Street to construct a 672 square-foot garage, where a 25-foot setback is required

- Required Front Setback = 25 feet
- Requested Variance = 10 feet
- Resulting Setback from N L Street = 15 feet

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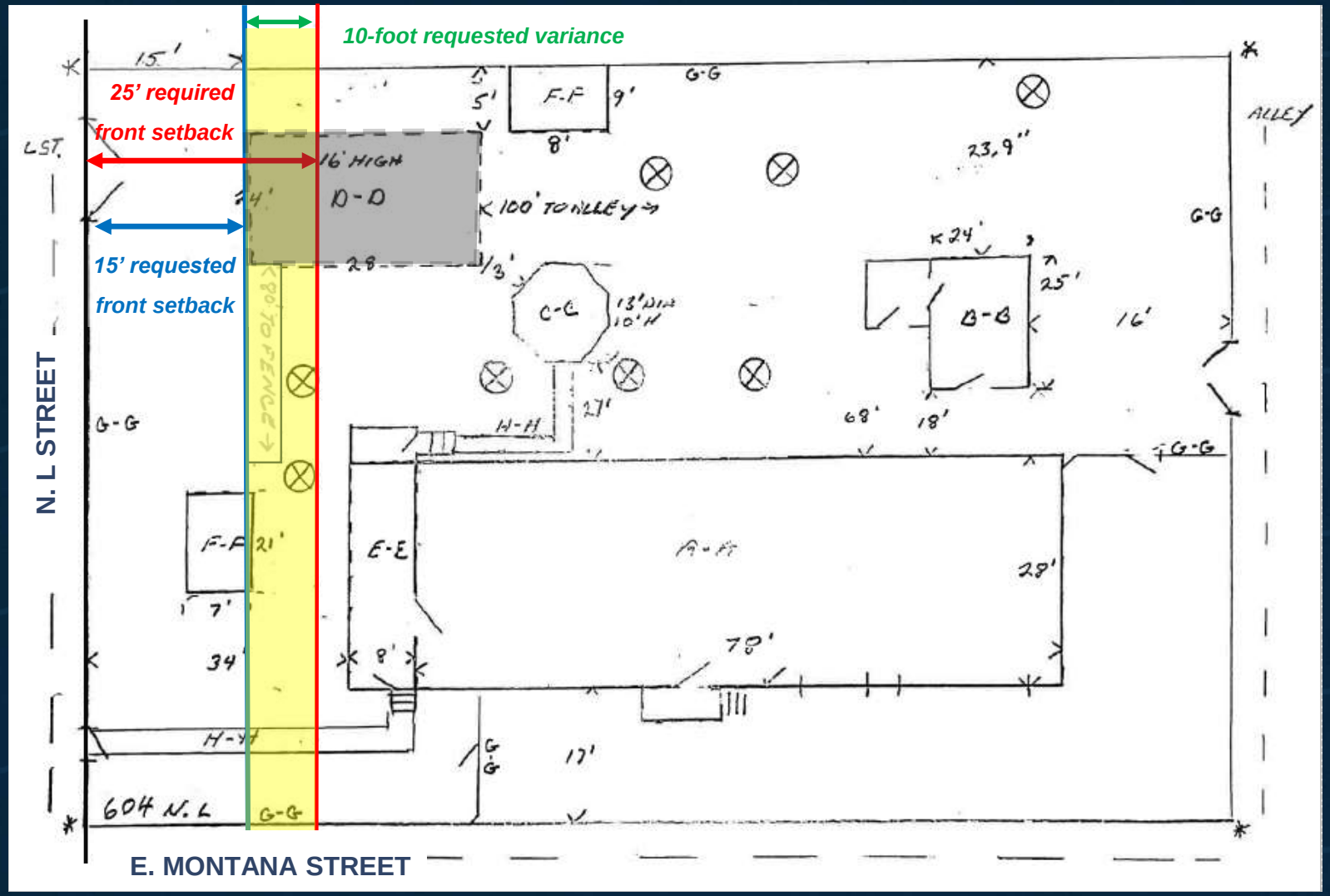
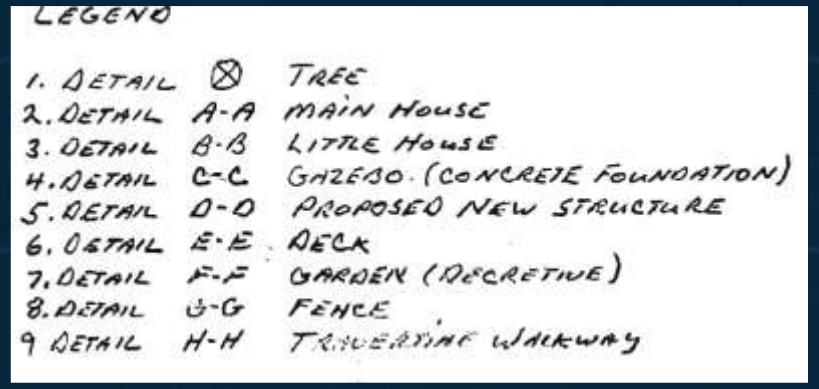
CHANGES TO TABLE 30.40





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CRITERIA FOR ZONING VARIANCE (SECTION 30.74)

- Is the variance contrary to public interest? NO
- Will enforcement of the required setback result in unnecessary hardship for applicant? NO
- Will variance allow an unpermitted use in RII-MH district? NO
- Will variance grant special privilege to applicant within RII-MH district? YES
- Is variance in harmony with the general purpose/ intent of the code? YES

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RECOMMENDATION

Staff finds that the need for the variance request, to build a garage, is a self-imposed hardship and the granting of this request would confer on the applicant a special privilege for an optional accessory structure.

Therefore, Staff recommends the Commission DENY this variance request.

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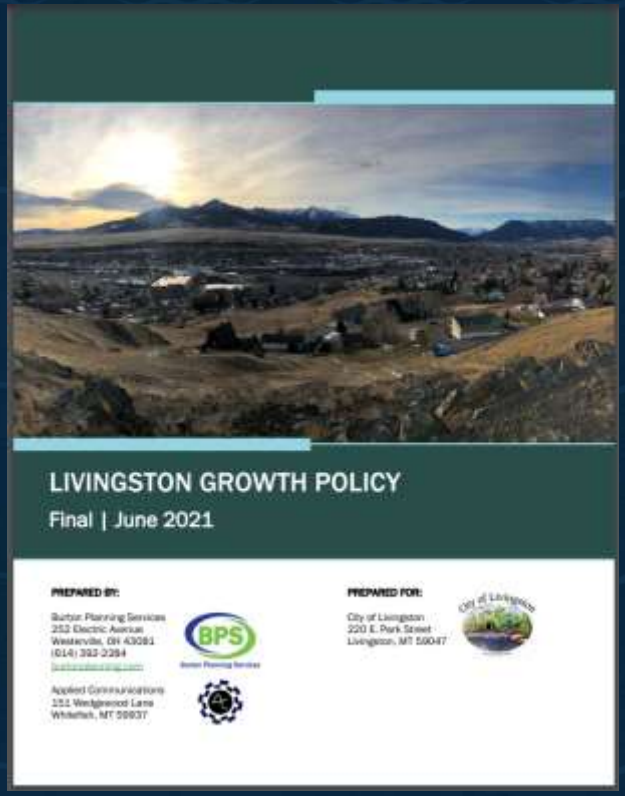
QUESTIONS ?

Thank you



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File Attachments for Item:

B. APPROVAL OF CLAIMS PAID 11/14/24 - 11/27/24

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ALL SERVICE TIRE & ALIGNMENT							
22	ALL SERVICE TIRE & ALIGNME	69195	New Tires	11/01/2024	366.00	366.00	11/21/2024
22	ALL SERVICE TIRE & ALIGNME	69284	New Tires	11/19/2024	680.00	680.00	11/21/2024
Total ALL SERVICE TIRE & ALIGNMENT:					1,046.00	1,046.00	
ALPINE ELECTRONICS RADIO SHACK							
402	ALPINE ELECTRONICS RADIO	10310748	TAPE	11/07/2024	6.95	6.95	11/21/2024
402	ALPINE ELECTRONICS RADIO	10310936	USB-C CHARGER	11/13/2024	279.86	279.86	11/21/2024
Total ALPINE ELECTRONICS RADIO SHACK:					286.81	286.81	
ALSCO							
10005	ALSCO	LBIL1945692	220 E PARK ST	05/16/2024	105.91	105.91	11/21/2024
10005	ALSCO	LBIL1952467	220 E PARK ST	06/07/2024	105.91	105.91	11/21/2024
10005	ALSCO	LBIL1959225	220 E PARK ST	07/04/2024	107.50	107.50	11/21/2024
10005	ALSCO	LBIL1972410	220 E PARK ST	08/29/2024	109.06	109.06	11/21/2024
10005	ALSCO	LBIL1978897	220 E PARK ST	09/26/2024	110.63	110.63	11/21/2024
10005	ALSCO	LBIL1983430	towel, rug service	10/16/2024	28.07	28.07	11/26/2024
10005	ALSCO	LBIL1986499	towel, rug service	10/30/2024	28.07	28.07	11/26/2024
10005	ALSCO	LBIL1989606	towel, rug service	11/13/2024	28.07	28.07	11/26/2024
Total ALSCO:					623.22	623.22	
AMERICAN AUTOMOTIVE							
3378	AMERICAN AUTOMOTIVE	7452	2022 DURANGO REPAIRS	11/07/2024	77.50	77.50	11/21/2024
Total AMERICAN AUTOMOTIVE:					77.50	77.50	
BALCO UNIFORM COMPANY, INC.							
3371	BALCO UNIFORM COMPANY, IN	111424	ENGLE VEST	11/14/2024	1,495.00	1,495.00	11/21/2024
3371	BALCO UNIFORM COMPANY, IN	81240-2	Uniform-ALLEN	11/08/2024	64.96	64.96	11/21/2024
3371	BALCO UNIFORM COMPANY, IN	81573-1	EMANUEL CLASS A	11/18/2024	407.30	407.30	11/21/2024
Total BALCO UNIFORM COMPANY, INC.:					1,967.26	1,967.26	
BOUND TREE MEDICAL, LLC							
2662	BOUND TREE MEDICAL, LLC	85558924	Patient Supplies	11/13/2024	1,124.95	1,124.95	11/21/2024
Total BOUND TREE MEDICAL, LLC:					1,124.95	1,124.95	
BOZEMAN TROPHY & ENGRAVING							
967	BOZEMAN TROPHY & ENGRAVI	29582	NAME BADGE	10/30/2024	15.00	15.00	11/21/2024
Total BOZEMAN TROPHY & ENGRAVING:					15.00	15.00	
CARQUEST AUTO PARTS							
23	CARQUEST AUTO PARTS	1912-622540	Oil	10/02/2024	40.97	40.97	11/22/2024
23	CARQUEST AUTO PARTS	1912-622582	Light Bulbs	10/03/2024	5.94	5.94	11/22/2024
23	CARQUEST AUTO PARTS	1912-622604	oil	10/03/2024	47.52	47.52	11/22/2024
23	CARQUEST AUTO PARTS	1912-622666	Brake Clean	10/04/2024	60.00	60.00	11/22/2024
23	CARQUEST AUTO PARTS	1912-622892	parts	10/07/2024	5.00	5.00	11/22/2024
23	CARQUEST AUTO PARTS	1912-622941	swc- sheepskin	10/08/2024	21.44	21.44	11/22/2024
23	CARQUEST AUTO PARTS	1912-622974	air	10/08/2024	54.25	54.25	11/22/2024
23	CARQUEST AUTO PARTS	1912-623632	weir fab	10/16/2024	22.02	22.02	11/22/2024
23	CARQUEST AUTO PARTS	1912-623678	Battery	10/16/2024	44.21	44.21	11/22/2024
23	CARQUEST AUTO PARTS	1912-623727	Battery	10/17/2024	38.13	38.13	11/22/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
23	CARQUEST AUTO PARTS	1912-623734	Return	10/17/2024	10.00-	10.00-	11/22/2024
23	CARQUEST AUTO PARTS	1912-623754	OIL	10/17/2024	408.00	408.00	11/22/2024
23	CARQUEST AUTO PARTS	1912-623905	Lube	10/18/2024	22.48	22.48	11/22/2024
23	CARQUEST AUTO PARTS	1912-624045	oil filter	10/21/2024	10.60	10.60	11/22/2024
23	CARQUEST AUTO PARTS	1912-624146	LUBE	10/22/2024	181.98	181.98	11/22/2024
23	CARQUEST AUTO PARTS	1912-624397	Def Fluid	10/25/2024	501.00	501.00	11/22/2024
23	CARQUEST AUTO PARTS	1912-624423	Battery Hold Down	10/25/2024	6.55	6.55	11/22/2024
23	CARQUEST AUTO PARTS	1912-624769	Blower Resistor	10/30/2024	39.47	39.47	11/22/2024
23	CARQUEST AUTO PARTS	1912-624795	Code Scanner	10/30/2024	154.50	154.50	11/22/2024
23	CARQUEST AUTO PARTS	1912-624795	Code Scanner	10/30/2024	154.50	154.50	11/22/2024
	Total CARQUEST AUTO PARTS:				1,808.56	1,808.56	
CENTRON SERVICES							
682	CENTRON SERVICES	2024.10.28	3069 PARKING	10/28/2024	111.68	111.68	11/21/2024
	Total CENTRON SERVICES:				111.68	111.68	
CHARTER COMMUNICATIONS							
3440	CHARTER COMMUNICATIONS	172677901100	ELEVATOR PHONE	10/07/2024	49.99	49.99	11/26/2024
3440	CHARTER COMMUNICATIONS	172677901110	ELEVATOR PHONE	11/07/2024	49.99	49.99	11/26/2024
	Total CHARTER COMMUNICATIONS:				99.98	99.98	
CITY OF LIVINGSTON							
131	CITY OF LIVINGSTON	TK2024-0416	RESTITUTION	11/22/2024	340.20	340.20	11/22/2024
	Total CITY OF LIVINGSTON:				340.20	340.20	
COMDATA							
2671	COMDATA	IB986/2041167	bzr70	11/01/2024	149.84	149.84	11/26/2024
2671	COMDATA	XW717/204116	CG72S	11/01/2024	2,227.21	2,227.21	11/21/2024
	Total COMDATA:				2,377.05	2,377.05	
CV STUDIO LLC							
10007	CV STUDIO LLC	24-35	GEODESIGN HUB	09/30/2024	2,542.90	2,542.90	11/21/2024
	Total CV STUDIO LLC:				2,542.90	2,542.90	
DANA SAFETY SUPPLY, INC.							
3234	DANA SAFETY SUPPLY, INC.	934611	NEW RESCUE TRUCK	10/31/2024	425.00	425.00	11/21/2024
3234	DANA SAFETY SUPPLY, INC.	935874	MOTOROLA RADIO	10/31/2024	1,925.00	1,925.00	11/21/2024
	Total DANA SAFETY SUPPLY, INC.:				2,350.00	2,350.00	
DELL MARKETING L.P.							
745	DELL MARKETING L.P.	10783839882	DELL Latitude	11/22/2024	871.10	871.10	11/26/2024
	Total DELL MARKETING L.P.:				871.10	871.10	
DELTA SIGNS & GRAPHICS							
509	DELTA SIGNS & GRAPHICS	3166	Replace Sign Lettering	10/16/2024	142.00	142.00	11/22/2024
509	DELTA SIGNS & GRAPHICS	3178	Decals	11/18/2024	288.00	288.00	11/21/2024
	Total DELTA SIGNS & GRAPHICS:				430.00	430.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DEMCO INC							
199	DEMCO INC	7547747	Book Processing Supplies	10/04/2024	126.06	126.06	11/26/2024
199	DEMCO INC	7554802	Book Processing, mailing supplies	10/18/2024	222.71	222.71	11/26/2024
199	DEMCO INC	7564482	Book Processing Supplies	11/07/2024	116.97	116.97	11/26/2024
	Total DEMCO INC:				465.74	465.74	
ENCODE CORPORATION							
1548	ENCODE CORPORATION	45759	QUARTERLY HAVAC MAINT	10/30/2024	1,988.00	1,988.00	11/26/2024
	Total ENCODE CORPORATION:				1,988.00	1,988.00	
GREAT FLOORS							
10006	GREAT FLOORS	JB24-255192	recarpet junior room	11/06/2024	10,832.00	10,832.00	11/26/2024
	Total GREAT FLOORS:				10,832.00	10,832.00	
GUNDERSON, JASON							
3729	GUNDERSON, JASON	2024.10.22	Travel reimbursement	10/23/2024	230.48	230.48	11/21/2024
	Total GUNDERSON, JASON:				230.48	230.48	
HANSER'S AUTOMOTIVE & WRECKER							
1687	HANSER'S AUTOMOTIVE & WR	LIV5703	Towing - CHIP SEAL PROJECT	08/12/2024	225.00	225.00	11/21/2024
	Total HANSER'S AUTOMOTIVE & WRECKER:				225.00	225.00	
HARD, WAYNE							
2569	HARD, WAYNE	2024.11	TRAVEL REIMBURSEMENT	11/08/2024	1,066.72	1,066.72	11/21/2024
	Total HARD, WAYNE:				1,066.72	1,066.72	
HILLYARD OF MONTANA							
63	HILLYARD OF MONTANA	605641012	JANITORIAL SUPPLIES	10/25/2024	501.40	501.40	11/26/2024
63	HILLYARD OF MONTANA	605654690	JANITORIAL SUPPLIES	11/08/2024	94.98	94.98	11/26/2024
	Total HILLYARD OF MONTANA:				596.38	596.38	
HUB INTERNATIONAL							
10004	HUB INTERNATIONAL	3863726	GASB 75 FY 2024	10/27/2024	4,500.00	4,500.00	11/21/2024
	Total HUB INTERNATIONAL:				4,500.00	4,500.00	
HUGHES FIRE EQUIPMENT, INC							
3721	HUGHES FIRE EQUIPMENT, INC	614027	RESCUE TRUCK	10/29/2024	12,095.71	12,095.71	11/21/2024
	Total HUGHES FIRE EQUIPMENT, INC:				12,095.71	12,095.71	
IBS INC							
10004	IBS INC	854142-1	parts	08/14/2024	64.25	64.25	11/21/2024
	Total IBS INC:				64.25	64.25	
KENYON NOBLE							
776	KENYON NOBLE	23098	RETURN	09/23/2024	28.99-	28.99-	11/22/2024
776	KENYON NOBLE	25128	Roof + Doors	10/07/2024	42.96-	42.96-	11/22/2024
776	KENYON NOBLE	25129	Roof + Doors	10/07/2024	11.99-	11.99-	11/22/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
776	KENYON NOBLE	25466	Roof + Doors	10/09/2024	62.76-	62.76-	11/22/2024
776	KENYON NOBLE	313776	Parts	09/19/2024	28.99	28.99	11/22/2024
776	KENYON NOBLE	327167	Station Supplies	09/26/2024	210.35	210.35	11/22/2024
776	KENYON NOBLE	327485	Pipe	09/26/2024	57.98	57.98	11/22/2024
776	KENYON NOBLE	329170	Anchor Bolt	09/27/2024	48.99	48.99	11/22/2024
776	KENYON NOBLE	333648	Supplies	09/30/2024	82.98	82.98	11/22/2024
776	KENYON NOBLE	335547	Roofer Spade	10/01/2024	63.98	63.98	11/22/2024
776	KENYON NOBLE	340137	Door Prop Wood Stakes	10/03/2024	34.99	34.99	11/22/2024
776	KENYON NOBLE	340548	Crimped Wire Wheel	10/03/2024	22.99	22.99	11/22/2024
776	KENYON NOBLE	340979	Roof + Doors	10/03/2024	12.99	12.99	11/22/2024
776	KENYON NOBLE	340979	Roof + Doors	10/03/2024	32.97	32.97	11/22/2024
776	KENYON NOBLE	342085	Roof + Doors	10/04/2024	54.95	54.95	11/22/2024
776	KENYON NOBLE	342097	Ratchet	10/04/2024	24.99	24.99	11/22/2024
776	KENYON NOBLE	342106	Roof + Doors	10/04/2024	2,256.66	2,256.66	11/22/2024
776	KENYON NOBLE	343090	Brown Roll Valley Flashing	10/04/2024	94.99	94.99	11/22/2024
776	KENYON NOBLE	346835	Roof + Doors	10/07/2024	77.52	77.52	11/22/2024
776	KENYON NOBLE	348684	Parts	10/08/2024	33.24	33.24	11/22/2024
776	KENYON NOBLE	350841	Parts	10/09/2024	30.54	30.54	11/22/2024
776	KENYON NOBLE	351007	treated cdx ply	10/09/2024	78.48	78.48	11/22/2024
776	KENYON NOBLE	351086	Cable Puller	10/09/2024	89.76	89.76	11/22/2024
776	KENYON NOBLE	357013	Roof + Doors	10/12/2024	163.92	163.92	11/22/2024
776	KENYON NOBLE	362787	Utility Blade	10/15/2024	6.99	6.99	11/22/2024
776	KENYON NOBLE	363002	Heat Gun	10/15/2024	46.98	46.98	11/22/2024
776	KENYON NOBLE	364027	Roof + Doors	10/16/2024	161.13	161.13	11/22/2024
776	KENYON NOBLE	364738	Roof + Doors	10/16/2024	39.98	39.98	11/22/2024
776	KENYON NOBLE	369241	Roof + Doors	10/18/2024	14.32	14.32	11/22/2024
776	KENYON NOBLE	373241	Heat Shrink Tubing	10/21/2024	31.98	31.98	11/22/2024
776	KENYON NOBLE	374553	Batteries	10/22/2024	35.98	35.98	11/22/2024
	Total KENYON NOBLE:				3,692.92	3,692.92	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	2200237	Water	11/12/2024	6.00-	6.00-	11/21/2024
2830	LEHRKIND'S COCA-COLA	2200246	Water	11/13/2024	30.00	30.00	11/21/2024
	Total LEHRKIND'S COCA-COLA:				24.00	24.00	
LIVINGSTON UTILITY BILLING							
147	LIVINGSTON UTILITY BILLING	1012100 2024.	1012100 228 W CALLENDER	11/06/2024	2,762.65	2,762.65	11/26/2024
	Total LIVINGSTON UTILITY BILLING:				2,762.65	2,762.65	
MASTERCARD							
3184	MASTERCARD	2024_09 BALL	Software Subscription	10/01/2024	110.00	110.00	10/09/2024
3184	MASTERCARD	2024_09 BALL	Software Subscription	10/01/2024	110.00	110.00	10/09/2024
3184	MASTERCARD	2024_09 BALL	Software Subscription	10/01/2024	110.00	110.00	10/09/2024
3184	MASTERCARD	2024_09 CHAB	Accountability tags	10/01/2024	20.65	20.65	10/09/2024
3184	MASTERCARD	2024_09 CHAB	C1 oil change	10/01/2024	94.83	94.83	10/09/2024
3184	MASTERCARD	2024_09 CHAB	Bozeman Meeting	10/01/2024	62.75	62.75	10/09/2024
3184	MASTERCARD	2024_09 CHAB	Awards	10/01/2024	226.00	226.00	10/09/2024
3184	MASTERCARD	2024_09 DELA	Raccoon Trap	10/01/2024	647.36	647.36	10/09/2024
3184	MASTERCARD	2024_09 FETT	PENS	10/01/2024	41.95	41.95	10/09/2024
3184	MASTERCARD	2024_09 FETT	UPS - CARI	10/01/2024	189.95	189.95	10/09/2024
3184	MASTERCARD	2024_09 FETT	JANITORIAL SUPPLIES	10/01/2024	15.69	15.69	10/09/2024
3184	MASTERCARD	2024_09 FETT	OFFICE SUPPLIES	10/01/2024	66.23	66.23	10/09/2024
3184	MASTERCARD	2024_09 FETT	JANITORIAL SUPPLIES	10/01/2024	161.94	161.94	10/09/2024
3184	MASTERCARD	2024_09 FETT	EMPLOYEE APRECIATION	10/01/2024	45.45	45.45	10/09/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2024_09 FETT	EMPLOYEE APRECIATION	10/01/2024	45.44	45.44	10/09/2024
3184	MASTERCARD	2024_09 FETT	EMPLOYEE APRECIATION	10/01/2024	45.44	45.44	10/09/2024
3184	MASTERCARD	2024_09 FETT	SPACE HEATERS	10/01/2024	359.90	359.90	10/09/2024
3184	MASTERCARD	2024_09 FETT	BLIND FOR FINANCE	10/01/2024	672.98	672.98	10/09/2024
3184	MASTERCARD	2024_09 FETT	SOLID WASTE VEHICLE REGIS	10/01/2024	24.36	24.36	10/09/2024
3184	MASTERCARD	2024_09 GAG	Monthly Subscription (Zoom)	10/01/2024	40.00	40.00	10/09/2024
3184	MASTERCARD	2024_09 GAG	Lunch in PIT	10/01/2024	18.18	18.18	10/09/2024
3184	MASTERCARD	2024_09 GAG	ICMA Hotel GG	10/01/2024	633.70	633.70	10/09/2024
3184	MASTERCARD	2024_09 GAG	Tax Ride from Airport (PIT)	10/01/2024	61.65	61.65	10/09/2024
3184	MASTERCARD	2024_09 GAG	Water/Sprite for GG	10/01/2024	6.29	6.29	10/09/2024
3184	MASTERCARD	2024_09 GAG	BZN Parking	10/01/2024	48.00	48.00	10/09/2024
3184	MASTERCARD	2024_09 GAG	Lunch in PIT	10/01/2024	20.32	20.32	10/09/2024
3184	MASTERCARD	2024_09 GAG	Taxi Ride to Airport (PIT)	10/01/2024	63.48	63.48	10/09/2024
3184	MASTERCARD	2024_09 GAG	Employee Appreciation Lunch	10/01/2024	143.00	143.00	10/09/2024
3184	MASTERCARD	2024_09 GAG	Monthly Subscription (ChatGPT)	10/01/2024	20.00	20.00	10/09/2024
3184	MASTERCARD	2024_09 GAG	Monthly Subscription (MailChimp)	10/01/2024	60.00	60.00	10/09/2024
3184	MASTERCARD	2024_09 GILB	T1 Oil Test Result	10/01/2024	7.80	7.80	10/09/2024
3184	MASTERCARD	2024_09 GILB	Mtg w Ft Ellis Chief	10/01/2024	100.00	100.00	10/09/2024
3184	MASTERCARD	2024_09 GILB	Coffee Filters	10/01/2024	16.79	16.79	10/09/2024
3184	MASTERCARD	2024_09 GILB	Hats	10/01/2024	336.00	336.00	10/09/2024
3184	MASTERCARD	2024_09 GILB	Mattress	10/01/2024	349.00	349.00	10/09/2024
3184	MASTERCARD	2024_09 GLAS	LODGING	10/01/2024	233.12	233.12	10/09/2024
3184	MASTERCARD	2024_09 GLAS	CONFERENCE - BRAY & FOWL	10/01/2024	400.00	400.00	10/09/2024
3184	MASTERCARD	2024_09 GLAS	LODGING	10/01/2024	278.46	278.46	10/09/2024
3184	MASTERCARD	2024_09 GLAS	FAX	10/01/2024	34.99	34.99	10/09/2024
3184	MASTERCARD	2024_09 GLAS	TRANSACTION FEE	10/01/2024	.31	.31	10/09/2024
3184	MASTERCARD	2024_09 GRA	water, sewer, garbage, recycling	10/01/2024	362.34	362.34	10/09/2024
3184	MASTERCARD	2024_09 GRA	receipt printer paper	10/01/2024	63.75	63.75	10/09/2024
3184	MASTERCARD	2024_09 GRA	postage to 59034; 87102; 83709;	10/01/2024	20.44	20.44	10/09/2024
3184	MASTERCARD	2024_09 GRA	1 book	10/01/2024	23.95	23.95	10/09/2024
3184	MASTERCARD	2024_09 GRA	laminating pouches	10/01/2024	15.98	15.98	10/09/2024
3184	MASTERCARD	2024_09 GRA	3 books, 2 DVDs	10/01/2024	99.29	99.29	10/09/2024
3184	MASTERCARD	2024_09 GRA	padded envelopes	10/01/2024	17.09	17.09	10/09/2024
3184	MASTERCARD	2024_09 GRA	postage to 82071; 84121; 85392	10/01/2024	13.20	13.20	10/09/2024
3184	MASTERCARD	2024_09 GRA	4 books	10/01/2024	100.00	100.00	10/09/2024
3184	MASTERCARD	2024_09 GRA	1 book	10/01/2024	25.60	25.60	10/09/2024
3184	MASTERCARD	2024_09 GRA	1 book	10/01/2024	21.60	21.60	10/09/2024
3184	MASTERCARD	2024_09 GRA	postage to 61920; 92705; 62515;	10/01/2024	22.00	22.00	10/09/2024
3184	MASTERCARD	2024_09 GRA	postage to 95521; 59402; 59027	10/01/2024	18.46	18.46	10/09/2024
3184	MASTERCARD	2024_09 GRA	postage to 60506; 92504	10/01/2024	9.51	9.51	10/09/2024
3184	MASTERCARD	2024_09 GRA	plumbing supplies	10/01/2024	18.98	18.98	10/09/2024
3184	MASTERCARD	2024_09 GRA	2 books	10/01/2024	50.32	50.32	10/09/2024
3184	MASTERCARD	2024_09 GRA	2 books	10/01/2024	60.00	60.00	10/09/2024
3184	MASTERCARD	2024_09 GRA	plumbing supplies	10/01/2024	8.98	8.98	10/09/2024
3184	MASTERCARD	2024_09 GRA	2 books	10/01/2024	22.79	22.79	10/09/2024
3184	MASTERCARD	2024_09 GRA	packing tape	10/01/2024	12.99	12.99	10/09/2024
3184	MASTERCARD	2024_09 GRA	postage to 33181; 72701; 06032;	10/01/2024	26.40	26.40	10/09/2024
3184	MASTERCARD	2024_09 GRA	graph paper; planner pockets	10/01/2024	23.48	23.48	10/09/2024
3184	MASTERCARD	2024_09 GRA	bungee cords	10/01/2024	15.72	15.72	10/09/2024
3184	MASTERCARD	2024_09 GRA	postage to 60517; 60416; 60521	10/01/2024	13.20	13.20	10/09/2024
3184	MASTERCARD	2024_09 GRA	1 book	10/01/2024	16.00	16.00	10/09/2024
3184	MASTERCARD	2024_09 HAPP	Lodging	10/01/2024	401.28	401.28	10/09/2024
3184	MASTERCARD	2024_09 HAPP	Storage	10/01/2024	636.60	636.60	10/09/2024
3184	MASTERCARD	2024_09 HAR	Shipping	10/01/2024	79.65	79.65	10/09/2024
3184	MASTERCARD	2024_09 HAR	Training	10/01/2024	50.00	50.00	10/09/2024
3184	MASTERCARD	2024_09 HAR	Training	10/01/2024	129.34	129.34	10/09/2024
3184	MASTERCARD	2024_09 HAR	Office Desk	10/01/2024	796.49	796.49	10/09/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2024_09 HAR	Badge	10/01/2024	40.60	40.60	10/09/2024
3184	MASTERCARD	2024_09 HAR	battery	10/01/2024	224.98	224.98	10/09/2024
3184	MASTERCARD	2024_09 HAR	Shipping	10/01/2024	9.68	9.68	10/09/2024
3184	MASTERCARD	2024_09 HAR	Shipping	10/01/2024	6.04	6.04	10/09/2024
3184	MASTERCARD	2024_09 HOFF	Audio Interface - Judge Happe	10/01/2024	577.09	577.09	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Water Dept. Supplies- Insect contr	10/01/2024	99.99	99.99	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Items not shipped, credit back	10/01/2024	113.99-	113.99-	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Items not shipped, credit back	10/01/2024	113.99-	113.99-	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Parks Dept. Operating Supplies	10/01/2024	1,079.90	1,079.90	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Water Dept. Operating Supplies- p	10/01/2024	48.03	48.03	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Refunded Training	10/01/2024	7.99-	7.99-	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Refunded Training	10/01/2024	8.00-	8.00-	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Refunded Training	10/01/2024	8.00-	8.00-	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Refunded Training	10/01/2024	8.00-	8.00-	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Refunded Training	10/01/2024	8.00-	8.00-	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Training Supplies- Reasonable Su	10/01/2024	3.49	3.49	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Training Supplies- Reasonable Su	10/01/2024	3.49	3.49	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Training Supplies- Reasonable Su	10/01/2024	3.49	3.49	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Training Supplies- Reasonable Su	10/01/2024	3.50	3.50	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Training Supplies- Reasonable Su	10/01/2024	3.50	3.50	10/09/2024
3184	MASTERCARD	2024_09 KINNI	floor mat	10/01/2024	48.99	48.99	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Training Supplies- Reasonable Su	10/01/2024	1.39	1.39	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Training Supplies- Reasonable Su	10/01/2024	1.40	1.40	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Training Supplies- Reasonable Su	10/01/2024	1.40	1.40	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Training Supplies- Reasonable Su	10/01/2024	1.40	1.40	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Training Supplies- Reasonable Su	10/01/2024	1.40	1.40	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Scale House Supplies- replaced	10/01/2024	159.00	159.00	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Water sample collection supplies	10/01/2024	13.90	13.90	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Required DOT Training & Staff De	10/01/2024	7.99	7.99	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Required DOT Training & Staff De	10/01/2024	8.00	8.00	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Required DOT Training & Staff De	10/01/2024	8.00	8.00	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Required DOT Training & Staff De	10/01/2024	8.00	8.00	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Required DOT Training & Staff De	10/01/2024	8.00	8.00	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Social media boosted post for WS	10/01/2024	9.95	9.95	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Scale House Operating Supplies-	10/01/2024	39.97	39.97	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Scale House Office Supplies	10/01/2024	17.95	17.95	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Office supplies	10/01/2024	44.11	44.11	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Office supplies	10/01/2024	44.12	44.12	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Office supplies	10/01/2024	44.12	44.12	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Office supplies	10/01/2024	44.12	44.12	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Office supplies	10/01/2024	44.12	44.12	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Personal charge- reimbursed	10/01/2024	100.00	100.00	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Staff appreciation Event	10/01/2024	8.59	8.59	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Staff appreciation Event	10/01/2024	8.60	8.60	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Staff appreciation Event	10/01/2024	8.60	8.60	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Staff appreciation Event	10/01/2024	8.60	8.60	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Staff appreciation Event	10/01/2024	8.60	8.60	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Staff appreciation Event	10/01/2024	47.60	47.60	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Staff appreciation Event	10/01/2024	47.60	47.60	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Staff appreciation Event	10/01/2024	47.60	47.60	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Staff appreciation Event	10/01/2024	47.60	47.60	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Staff appreciation Event	10/01/2024	47.60	47.60	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Scale House Operating Supplies-	10/01/2024	20.73	20.73	10/09/2024
3184	MASTERCARD	2024_09 KINNI	WRF Lab Supplies	10/01/2024	17.93	17.93	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Operating Supplies	10/01/2024	1.92	1.92	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Operating Supplies	10/01/2024	1.91	1.91	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Operating Supplies	10/01/2024	1.92	1.92	10/09/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2024_09 KINNI	Operating Supplies	10/01/2024	1.92	1.92	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Operating Supplies	10/01/2024	1.92	1.92	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Water Operating Supplies-Hydrant	10/01/2024	761.24	761.24	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Solid Waste Dept. Operating Supp	10/01/2024	37.49	37.49	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Operating Supplies	10/01/2024	79.99	79.99	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Operating Supplies	10/01/2024	11.04	11.04	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Operating Supplies	10/01/2024	11.05	11.05	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Operating Supplies	10/01/2024	11.05	11.05	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Operating Supplies	10/01/2024	11.05	11.05	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Operating Supplies	10/01/2024	11.05	11.05	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Operating Supplies	10/01/2024	4.42	4.42	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Operating Supplies	10/01/2024	4.42	4.42	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Operating Supplies	10/01/2024	4.42	4.42	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Operating Supplies	10/01/2024	4.42	4.42	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Operating Supplies	10/01/2024	4.42	4.42	10/09/2024
3184	MASTERCARD	2024_09 KINNI	Parks Dept. Operating Supplies	10/01/2024	1,645.50	1,645.50	10/09/2024
3184	MASTERCARD	2024_09 PIER	Training Center Clean	10/01/2024	49.22	49.22	10/09/2024
3184	MASTERCARD	2024_09 PIER	Rope Rescue Training	10/01/2024	64.00	64.00	10/09/2024
3184	MASTERCARD	2024_09 PIER	Rope Rescue Training	10/01/2024	71.80	71.80	10/09/2024
3184	MASTERCARD	2024_09 PIER	Rope Rescue Training	10/01/2024	86.87	86.87	10/09/2024
3184	MASTERCARD	2024_09 PIER	Rope Rescue Training	10/01/2024	60.75	60.75	10/09/2024
3184	MASTERCARD	2024_09 PIER	Wood Oil	10/01/2024	76.40	76.40	10/09/2024
3184	MASTERCARD	2024_09 PIER	Wood Oil	10/01/2024	55.91	55.91	10/09/2024
3184	MASTERCARD	2024_09 PURK	Medwrite	10/01/2024	5,122.16	5,122.16	10/09/2024
3184	MASTERCARD	2024_09 RUBI	Party Supplies for Summer End of	10/01/2024	65.27	65.27	10/09/2024
3184	MASTERCARD	2024_09 RUBI	MT Labor Relations Arbitrators Co	10/01/2024	350.00	350.00	10/09/2024
3184	MASTERCARD	2024_09 RUBI	Coaching for City Employee	10/01/2024	1,015.20	1,015.20	10/09/2024
3184	MASTERCARD	2024_09 RUBI	Police Celebrations per Grant	10/01/2024	53.46	53.46	10/09/2024
3184	MASTERCARD	2024_09 RUBI	Shipping Employee File to Attorne	10/01/2024	19.41	19.41	10/09/2024
3184	MASTERCARD	2024_09 SEVE	League of Cities Conference Hote	10/01/2024	615.33	615.33	10/09/2024
3184	MASTERCARD	2024_09 SEVE	League of Cities Conference Regi	10/01/2024	200.00	200.00	10/09/2024
3184	MASTERCARD	2024_09 SEVE	Monthly Zoom Account Charges-	10/01/2024	56.59	56.59	10/09/2024
3184	MASTERCARD	2024_09 SKAG	Parks Dept. Supplies	10/01/2024	988.00	988.00	10/09/2024
3184	MASTERCARD	2024_09 SKAG	Parks Dept. Operating Supplies- v	10/01/2024	39.98	39.98	10/09/2024
3184	MASTERCARD	2024_09 SKAG	Parks Dept. Operating Supplies- v	10/01/2024	35.89	35.89	10/09/2024
3184	MASTERCARD	2024_09 SKAG	Parks Dept. Operating- Head Trim	10/01/2024	119.99	119.99	10/09/2024
3184	MASTERCARD	2024_09 SKAG	Cemetery Dept. Operating Suppli	10/01/2024	64.66	64.66	10/09/2024
3184	MASTERCARD	2024_09 TARR	First Aid Supplies	10/01/2024	83.64	83.64	10/09/2024
3184	MASTERCARD	2024_09 TARR	First Aid Supplies	10/01/2024	108.97	108.97	10/09/2024
3184	MASTERCARD	2024_09 TARR	Handwashing Signs	10/01/2024	13.98	13.98	10/09/2024
3184	MASTERCARD	2024_09 TARR	Operation Supplies - projector/pop	10/01/2024	120.33	120.33	10/09/2024
3184	MASTERCARD	2024_09 TARR	Sharpies - Office Supplies	10/01/2024	23.67	23.67	10/09/2024
3184	MASTERCARD	2024_09 TARR	Halloween Event Candy	10/01/2024	44.48	44.48	10/09/2024
3184	MASTERCARD	2024_09 TARR	Halloween Event Candy	10/01/2024	135.98	135.98	10/09/2024
3184	MASTERCARD	2024_09 TARR	Office Supplies	10/01/2024	16.97	16.97	10/09/2024
3184	MASTERCARD	2024_09 TARR	Volleyballs	10/01/2024	284.94	284.94	10/09/2024
3184	MASTERCARD	2024_09 TARR	Kids Club Food	10/01/2024	37.89	37.89	10/09/2024
3184	MASTERCARD	2024_09 TARR	Flag Football Advertisement	10/01/2024	52.13	52.13	10/09/2024
3184	MASTERCARD	2024_09 TARR	Halloween Event Candy	10/01/2024	362.49	362.49	10/09/2024
3184	MASTERCARD	2024_09 TARR	Communication Tool	10/01/2024	1.93	1.93	10/09/2024
3184	MASTERCARD	2024_09 TARR	Popcorn Machine Part	10/01/2024	15.99	15.99	10/09/2024
3184	MASTERCARD	2024_09 TARR	Popcorn Machine Part	10/01/2024	14.99	14.99	10/09/2024
3184	MASTERCARD	2024_09 TARR	Holiday Decorations	10/01/2024	59.94	59.94	10/09/2024
3184	MASTERCARD	2024_09 TARR	Flag Football Coach Training	10/01/2024	35.00	35.00	10/09/2024
3184	MASTERCARD	2024_09 TARR	Flag Football Coach Training	10/01/2024	140.00	140.00	10/09/2024
3184	MASTERCARD	2024_09 TARR	Flag Football Coach Training	10/01/2024	35.00	35.00	10/09/2024
3184	MASTERCARD	2024_09 TARR	Flag Football Coach Training	10/01/2024	90.00	90.00	10/09/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2024_09 TARR	Flag Football Coach Training	10/01/2024	180.00	180.00	10/09/2024
3184	MASTERCARD	2024_09 TARR	Flag Football Uniforms	10/01/2024	1,420.00	1,420.00	10/09/2024
3184	MASTERCARD	2024_09 TARR	Pickleball Net replacement part	10/01/2024	25.90	25.90	10/09/2024
3184	MASTERCARD	2024_09 TARR	Flag Football Coach Meeting	10/01/2024	108.00	108.00	10/09/2024
3184	MASTERCARD	2024_09 TARR	Bakery Days Supplies	10/01/2024	35.75	35.75	10/09/2024
3184	MASTERCARD	2024_09 TARR	Concession Operation Supplies	10/01/2024	623.67	623.67	10/09/2024
3184	MASTERCARD	2024_09 TARR	Kids Club Food	10/01/2024	13.90	13.90	10/09/2024
3184	MASTERCARD	2024_09 TIDW	Sewer Treatment Plant Subscripti	10/01/2024	50.12	50.12	10/09/2024
3184	MASTERCARD	2024_09 TIDW	Sewer Treatment Plant Water Ana	10/01/2024	21.13	21.13	10/09/2024
3184	MASTERCARD	2024_09 TIDW	Sewer Treatment Plant Vehicle R	10/01/2024	977.72	977.72	10/09/2024
3184	MASTERCARD	2024_09 TIDW	Sewer Treatment Plant Vehicle R	10/01/2024	1,090.99	1,090.99	10/09/2024
3184	MASTERCARD	2024_09 TIDW	Sewer Treatment Plant Laboratory	10/01/2024	62.35	62.35	10/09/2024
3184	MASTERCARD	2024_09 TIDW	Sewer Treatment Plant parts	10/01/2024	89.99	89.99	10/09/2024
3184	MASTERCARD	2024_09 TOW	Water Service- Hydrant Parts	10/01/2024	772.50	772.50	10/09/2024
3184	MASTERCARD	2024_09 TOW	Water Services- Facility security	10/01/2024	323.28	323.28	10/09/2024
3184	MASTERCARD	2024_09 TOW	Sewer Services- Main Line Parts	10/01/2024	869.17	869.17	10/09/2024
3184	MASTERCARD	2024_09 TOW	Sewer Services- Healthcare Lift St	10/01/2024	31.83	31.83	10/09/2024
3184	MASTERCARD	2024_09 TOW	Sewer Services- Repair & Maint P	10/01/2024	177.32	177.32	10/09/2024
3184	MASTERCARD	2024_09 TOW	Water Services- Training Services	10/01/2024	350.00	350.00	10/09/2024
3184	MASTERCARD	2024_09 TOW	Sewer Services- Main Parts-Clinic	10/01/2024	330.24	330.24	10/09/2024
3184	MASTERCARD	2024_09 TOW	Water Services- Safety Risk Mgmt	10/01/2024	98.03	98.03	10/09/2024
3184	MASTERCARD	2024_09 TOW	Water Services- Safety Risk Mgmt	10/01/2024	183.68	183.68	10/09/2024
3184	MASTERCARD	2024_09 TOW	Water Services- Safety Risk Mgmt	10/01/2024	333.40	333.40	10/09/2024
3184	MASTERCARD	2024_09 TOW	Water Services- Safety Risk Mgmt	10/01/2024	78.94	78.94	10/09/2024
Total MASTERCARD:					33,658.50	33,658.50	
MISC							
99999	MISC	TK2024-0193-1	JURY DUTY	11/15/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0193-1	JURY DUTY	11/15/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0193-1	JURY DUTY	11/15/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0193-1	JURY DUTY	11/15/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0193-1	JURY DUTY	11/15/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0193-1	JURY DUTY	11/15/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0193-1	JURY DUTY	11/15/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0193-1	JURY DUTY	11/15/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0193-1	JURY DUTY	11/15/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0193-1	JURY DUTY	11/15/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0193-2	JURY DUTY	11/15/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0193-3	JURY DUTY	11/15/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0193-4	JURY DUTY	11/15/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0193-5	JURY DUTY	11/15/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0193-6	JURY DUTY	11/15/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0193-7	JURY DUTY	11/15/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0193-8	JURY DUTY	11/15/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0193-9	JURY DUTY	11/15/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0207	JURY DUTY	11/20/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0207-1	JURY DUTY	11/20/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0207-1	JURY DUTY	11/20/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0207-1	JURY DUTY	11/20/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0207-1	JURY DUTY	11/20/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0207-1	JURY DUTY	11/20/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0207-1	JURY DUTY	11/20/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0207-1	JURY DUTY	11/20/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0207-1	JURY DUTY	11/20/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0207-1	JURY DUTY	11/20/2024	12.00	12.00	11/22/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
99999	MISC	TK2024-0207-2	JURY DUTY	11/20/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0207-2	JURY DUTY	11/20/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0207-3	JURY DUTY	11/20/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0207-4	JURY DUTY	11/20/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0207-5	JURY DUTY	11/20/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0207-6	JURY DUTY	11/20/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0207-7	JURY DUTY	11/20/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0207-8	JURY DUTY	11/20/2024	12.00	12.00	11/22/2024
99999	MISC	TK2024-0207-9	JURY DUTY	11/20/2024	12.00	12.00	11/22/2024
Total MISC:					456.00	456.00	
MONTANA AIR CARTAGE							
3808	MONTANA AIR CARTAGE	LVQ103124	Courier Service	10/31/2024	297.00	297.00	11/26/2024
3808	MONTANA AIR CARTAGE	LVQ93024	Courier Service	09/30/2024	297.00	297.00	11/26/2024
Total MONTANA AIR CARTAGE:					594.00	594.00	
NORDIC FIRE DEFENSE							
10006	NORDIC FIRE DEFENSE	1103	EQUIPMENT	08/01/2024	340.00	340.00	11/21/2024
Total NORDIC FIRE DEFENSE:					340.00	340.00	
NORTHWESTERN ENERGY							
151	NORTHWESTERN ENERGY	0107897-1 202	228 W Callender St	10/09/2024	734.13	734.13	11/26/2024
151	NORTHWESTERN ENERGY	0107897-1 202	228 W Callender St	11/08/2024	702.22	702.22	11/26/2024
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	11/12/2024	235.90	235.90	11/22/2024
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	11/12/2024	235.91	235.91	11/22/2024
151	NORTHWESTERN ENERGY	0709794-2 202	WRF 316 Bennett	11/06/2024	489.87	489.87	11/22/2024
151	NORTHWESTERN ENERGY	0709796-7 202	97 View Vista Drive	11/12/2024	6.00	6.00	11/22/2024
151	NORTHWESTERN ENERGY	0709869-2 202	Carol Lane	11/12/2024	122.26	122.26	11/22/2024
151	NORTHWESTERN ENERGY	0709870-0 202	G Street Park - 422 S G	11/12/2024	87.70	87.70	11/22/2024
151	NORTHWESTERN ENERGY	0709871-8 202	Star Addition - Lights	11/12/2024	282.34	282.34	11/22/2024
151	NORTHWESTERN ENERGY	0709873-4 202	800 W Cambridge - Pump Station	11/12/2024	23.37	23.37	11/22/2024
151	NORTHWESTERN ENERGY	0709874-2 202	Werner Addition Pump	11/08/2024	527.82	527.82	11/22/2024
151	NORTHWESTERN ENERGY	0709875-9 202	900 River Drive Pump	11/08/2024	2,413.41	2,413.41	11/22/2024
151	NORTHWESTERN ENERGY	0709876-7 202	132 South B Street - B St Well	11/11/2024	1,873.17	1,873.17	11/22/2024
151	NORTHWESTERN ENERGY	0709878-3 202	227 River Drive - Concessions sta	11/11/2024	58.45	58.45	11/22/2024
151	NORTHWESTERN ENERGY	0709879-1 202	227 River Drive - Softball Field	11/08/2024	8.70	8.70	11/22/2024
151	NORTHWESTERN ENERGY	0709891-6 202	15 Fleshman Creek-Cemetery Wo	11/12/2024	.00	.00	
151	NORTHWESTERN ENERGY	0709892-4 202	40 Water Tower Avenue	11/12/2024	51.73	51.73	11/22/2024
151	NORTHWESTERN ENERGY	0709894-0 202	56 Water Tower	11/07/2024	412.88	412.88	11/22/2024
151	NORTHWESTERN ENERGY	0709914-6 202	1011 River Dr - Edge Water Sewe	11/07/2024	16.18	16.18	11/22/2024
151	NORTHWESTERN ENERGY	0719058-0 202	3 Rogers Lane Lift Station	11/07/2024	87.28	87.28	11/22/2024
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	11/06/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	11/06/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	11/06/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720176-7 202	Weimer Park	11/12/2024	8.23	8.23	11/22/2024
151	NORTHWESTERN ENERGY	1134866-1 202	N 2nd & Montana & Chinook	11/12/2024	46.50	46.50	11/22/2024
151	NORTHWESTERN ENERGY	1134879-4 202	N 7th & Montana & Chinook	11/12/2024	20.19	20.19	11/22/2024
151	NORTHWESTERN ENERGY	1155965-5 202	229 River Drive	11/12/2024	6.00	6.00	11/22/2024
151	NORTHWESTERN ENERGY	1290352-2 202	School Flasher Park & 13th	11/12/2024	9.79	9.79	11/22/2024
151	NORTHWESTERN ENERGY	1441030-2 202	D & Geyser Well House	11/08/2024	1,809.52	1,809.52	11/22/2024
151	NORTHWESTERN ENERGY	1452951-5 202	Starlow on Monroe	11/07/2024	508.86	508.86	11/22/2024
151	NORTHWESTERN ENERGY	1493850-0 202	412 W Callender	11/12/2024	52.88	52.88	11/22/2024
151	NORTHWESTERN ENERGY	1498936-2 202	I90 & 89S-ing	11/12/2024	6.28	6.28	11/22/2024
151	NORTHWESTERN ENERGY	1594141-2 202	9th & 10th Lift Station	11/07/2024	35.82	35.82	11/22/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	1613803-4 202	M & N on Callender	11/12/2024	40.97	40.97	11/22/2024
151	NORTHWESTERN ENERGY	1728687-3 202	Transfer Station 408 Bennett Stre	11/06/2024	255.65	255.65	11/22/2024
151	NORTHWESTERN ENERGY	1747570-8 202	D & E on Callender	11/12/2024	25.15	25.15	11/22/2024
151	NORTHWESTERN ENERGY	1747572-4 202	F & G on Callender	11/12/2024	4.78	4.78	11/22/2024
151	NORTHWESTERN ENERGY	1893530-4 202	600 W Park	11/12/2024	45.90	45.90	11/22/2024
151	NORTHWESTERN ENERGY	1893536-1 202	E Street & Alley	11/12/2024	22.83	22.83	11/22/2024
151	NORTHWESTERN ENERGY	1893541-1 202	18 W Park	11/12/2024	72.65	72.65	11/22/2024
151	NORTHWESTERN ENERGY	1906055-7 202	815 North 13th - Soccer Fields (Irr	11/12/2024	.00	.00	
151	NORTHWESTERN ENERGY	2023479-5 202	900 W Geyser Street School Light	11/12/2024	6.42	6.42	11/22/2024
151	NORTHWESTERN ENERGY	2023484-5 202	1100 W Geyser Street School Lig	11/12/2024	6.42	6.42	11/22/2024
151	NORTHWESTERN ENERGY	2114861-4 202	132 South B Street Lights	11/12/2024	132.60	132.60	11/22/2024
151	NORTHWESTERN ENERGY	2138754-3 202	G Street Park - Mike Webb Park	11/12/2024	6.00	6.00	11/22/2024
151	NORTHWESTERN ENERGY	2171060-3 202	Scale House 408 Bennett Street	11/12/2024	65.94	65.94	11/22/2024
151	NORTHWESTERN ENERGY	3015965-1 202	330 Bennett - Fire Training Center	11/06/2024	74.37	74.37	11/22/2024
151	NORTHWESTERN ENERGY	3093003-6 202	114 West Summit	11/12/2024	18.43	18.43	11/22/2024
151	NORTHWESTERN ENERGY	3093023-4 202	320 North Main	11/12/2024	.00	.00	
151	NORTHWESTERN ENERGY	3093027-5 202	105 West Park	11/12/2024	23.02	23.02	11/22/2024
151	NORTHWESTERN ENERGY	3141997-1 202	C & D on Lewis	11/12/2024	17.69	17.69	11/22/2024
151	NORTHWESTERN ENERGY	3184602-5 202	202 South 2nd	11/12/2024	16.18	16.18	11/22/2024
151	NORTHWESTERN ENERGY	3210240-2 202	616 River Drive	11/12/2024	6.55	6.55	11/22/2024
151	NORTHWESTERN ENERGY	3258086-2 202	2800 East Park Lift Station	11/12/2024	245.65	245.65	11/22/2024
151	NORTHWESTERN ENERGY	3258262-9 202	320 Alpenglow Lift Station	11/07/2024	264.64	264.64	11/22/2024
151	NORTHWESTERN ENERGY	3267010-1 202	330 Bennett - Compactor	11/06/2024	109.65	109.65	11/22/2024
151	NORTHWESTERN ENERGY	3287727-6 202	320 Alpenglow LN-	11/12/2024	38.83	38.83	11/22/2024
151	NORTHWESTERN ENERGY	3386783-9 202	Btwn G and H on Clark	11/12/2024	34.04	34.04	11/22/2024
151	NORTHWESTERN ENERGY	3386845-6 202	Btwn I and K on Callender	11/12/2024	26.13	26.13	11/22/2024
151	NORTHWESTERN ENERGY	3386846-4 202	Btwn 7th and 8th on Summit	11/12/2024	8.34	8.34	11/22/2024
151	NORTHWESTERN ENERGY	3506014-4 202	Brookstone/Elm	11/12/2024	.00	.00	
151	NORTHWESTERN ENERGY	3566038-0 202	114 East Callender	11/12/2024	21.06	21.06	11/22/2024
151	NORTHWESTERN ENERGY	3566039-8 202	115 East Lewis	11/12/2024	16.88	16.88	11/22/2024
151	NORTHWESTERN ENERGY	3585235-9 202	New WRF 316 Bennett	11/16/2024	12,637.29	12,637.29	11/22/2024
151	NORTHWESTERN ENERGY	3643752-3 202	115 East Clark	11/12/2024	.00	.00	
151	NORTHWESTERN ENERGY	3643753-1 202	112 East Clark	11/12/2024	38.35	38.35	11/22/2024
151	NORTHWESTERN ENERGY	3678204-3 202	502 River Dr. Pmp	11/08/2024	14.10	14.10	11/22/2024
151	NORTHWESTERN ENERGY	3725873-8 202	340 Bennett	11/12/2024	33.27	33.27	11/22/2024
151	NORTHWESTERN ENERGY	3753023-5 202	410 Bennett Transfer St Shop	11/06/2024	327.30	327.30	11/22/2024
151	NORTHWESTERN ENERGY	3787060-7 202	Green Acres Lights	11/12/2024	72.07	72.07	11/22/2024
151	NORTHWESTERN ENERGY	3787427-8 202	Green Acres	11/12/2024	219.28	219.28	11/22/2024
151	NORTHWESTERN ENERGY	3828216-6 202	203 W Callender	11/12/2024	36.94	36.94	11/22/2024
151	NORTHWESTERN ENERGY	3837245-4 202	220 E Park St	11/11/2024	284.71	284.71	11/22/2024
151	NORTHWESTERN ENERGY	3867654-0 202	2222 Willow Dr. Lt A	11/12/2024	22.44	22.44	11/22/2024
151	NORTHWESTERN ENERGY	3913678-3 202	Green Acres Park -	11/06/2024	9.07	9.07	11/22/2024
151	NORTHWESTERN ENERGY	3950711-6 202	Scenic Drive & Sweetgrass Lane	11/12/2024	49.65	49.65	11/22/2024
151	NORTHWESTERN ENERGY	4094896-0 202	207 Antelope Drive Lift Station (Fe	11/08/2024	28.29	28.29	11/22/2024
151	NORTHWESTERN ENERGY	4134094-4 202	200 E Reservoir	11/12/2024	.00	.00	
	Total NORTHWESTERN ENERGY:				26,252.92	26,252.92	
PARK COUNTY							
272	PARK COUNTY	2024.11.1	Library Internet	11/01/2024	430.70	430.70	11/26/2024
	Total PARK COUNTY:				430.70	430.70	
PARK COUNTY TREASURER							
10000	PARK COUNTY TREASURER	2024_11	0000026770	11/01/2024	2,959.93	2,959.93	11/21/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total PARK COUNTY TREASURER:				2,959.93	2,959.93	
ROCKY MOUNTAIN SUPPLY INC							
10006	ROCKY MOUNTAIN SUPPLY INC	4422	DIESEL 700G	10/28/2024	2,208.50	2,208.50	11/21/2024
10006	ROCKY MOUNTAIN SUPPLY INC	4450	DIESEL 710	11/06/2024	2,169.05	2,169.05	11/21/2024
	Total ROCKY MOUNTAIN SUPPLY INC:				4,377.55	4,377.55	
SCJ ALLIANCE CONSULTING SERVICES							
10006	SCJ ALLIANCE CONSULTING S	78929	ZONING CODE UPDATE	11/12/2024	11,242.25	11,242.25	11/21/2024
	Total SCJ ALLIANCE CONSULTING SERVICES:				11,242.25	11,242.25	
SMARTCOP, INC.							
3717	SMARTCOP, INC.	SCIXT0000266	MOBILE FORMS - PD SHARE	01/18/2024	3,740.00	3,740.00	11/21/2024
	Total SMARTCOP, INC.:				3,740.00	3,740.00	
STAFFORD ANIMAL SHELTER							
1439	STAFFORD ANIMAL SHELTER	482	SEPTEMBER 2024 SERVICES	10/01/2024	3,833.00	3,833.00	11/21/2024
1439	STAFFORD ANIMAL SHELTER	492	OCTOBER 2024 SERVICES	11/01/2024	3,833.00	3,833.00	11/21/2024
	Total STAFFORD ANIMAL SHELTER:				7,666.00	7,666.00	
TARR, MARGARET							
3586	TARR, MARGARET	2024.11.11	COSTCO & DOLLAR TREE	11/11/2024	220.64	220.64	11/21/2024
	Total TARR, MARGARET:				220.64	220.64	
TEAR IT UP L.L.C.							
2999	TEAR IT UP L.L.C.	63372	Shredding-DISPATCH	11/06/2024	49.70	49.70	11/21/2024
2999	TEAR IT UP L.L.C.	63372	Shredding PD	11/06/2024	49.70	49.70	11/21/2024
	Total TEAR IT UP L.L.C.:				99.40	99.40	
TK ELEVATOR CORPORATION							
10003	TK ELEVATOR CORPORATION	3008195304	elevator maint	11/01/2024	1,201.66	1,201.66	11/26/2024
	Total TK ELEVATOR CORPORATION:				1,201.66	1,201.66	
TOWN & COUNTRY FOODS - LIVINGSTON							
2595	TOWN & COUNTRY FOODS - LI	2024.11.14 222	Station Supplies	11/14/2024	13.79	13.79	11/21/2024
	Total TOWN & COUNTRY FOODS - LIVINGSTON:				13.79	13.79	
TRANSUNION RISK & ALTERNATIVE							
3376	TRANSUNION RISK & ALTERNA	380349-20241	investigative research	11/01/2024	75.00	75.00	11/21/2024
	Total TRANSUNION RISK & ALTERNATIVE:				75.00	75.00	
UPS STORE #2420, THE							
292	UPS STORE #2420, THE	2024.11.15	Shipment CU00184977	11/15/2024	13.24	13.24	11/21/2024
292	UPS STORE #2420, THE	2024.11.6	Shipment CU00184977	11/06/2024	28.76	28.76	11/21/2024
	Total UPS STORE #2420, THE:				42.00	42.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
US BANK							
10005	US BANK	2728711	0068485NS TIF BOND PAYMENT	11/04/2024	27,012.50	27,012.50	11/20/2024
10005	US BANK	2736666	0039414NS FIRE TRUCK GOB	11/13/2024	8,771.88	8,771.88	11/20/2024
10005	US BANK	2739123	SRF19445 WRF	11/15/2024	92,000.00	92,000.00	11/20/2024
10005	US BANK	2739123	SRF19445 WRF	11/15/2024	44,662.50	44,662.50	11/20/2024
10005	US BANK	2739124	SRF06139	11/15/2024	6,000.00	6,000.00	11/20/2024
10005	US BANK	2739124	SRF06139	11/15/2024	225.00	225.00	11/20/2024
10005	US BANK	2739125	SRF18430	11/15/2024	86,000.00	86,000.00	11/20/2024
10005	US BANK	2739125	SRF18430	11/15/2024	68,412.50	68,412.50	11/20/2024
10005	US BANK	2739126	SRF06140	11/15/2024	12,000.00	12,000.00	11/20/2024
10005	US BANK	2739126	SRF06140	11/15/2024	450.00	450.00	11/20/2024
10005	US BANK	2739127	SRF10223	11/15/2024	10,000.00	10,000.00	11/20/2024
10005	US BANK	2739127	SRF10223	11/15/2024	962.50	962.50	11/20/2024
10005	US BANK	2739262	WRF-06074	11/15/2024	10,000.00	10,000.00	11/20/2024
10005	US BANK	2739262	WRF-06074	11/15/2024	393.75	393.75	11/20/2024
10005	US BANK	2739263	WRF-06075	11/15/2024	24,000.00	24,000.00	11/20/2024
10005	US BANK	2739263	WRF-06075	11/15/2024	900.00	900.00	11/20/2024
10005	US BANK	7513230	0039414NS GO BOND	10/25/2024	400.00	400.00	11/21/2024
	Total US BANK:				392,190.63	392,190.63	
US BANK EQUIPMENT FINANCE							
10001	US BANK EQUIPMENT FINANCE	541943544	printer/copier maint	11/06/2024	564.16	564.16	11/26/2024
	Total US BANK EQUIPMENT FINANCE:				564.16	564.16	
VERIZON WIRELESS							
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	60.86	60.86	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	46.43	46.43	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	19.15	19.15	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	19.16	19.16	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	19.15	19.15	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	60.86	60.86	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	60.86	60.86	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	19.16	19.16	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	19.15	19.15	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	19.16	19.16	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	42.56	42.56	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	19.15	19.15	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	42.56	42.56	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	160.11	160.11	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	28.29	28.29	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	28.31	28.31	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	9.57	9.57	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	9.57	9.57	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	19.15	19.15	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	19.16	19.16	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	.00	.00	
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	46.46	46.46	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	46.43	46.43	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	13.89	13.89	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	11.80	11.80	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	46.43	46.43	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	19.16	19.16	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	19.16	19.16	11/22/2024
879	VERIZON WIRELESS	9978262184	Nov Cellphones	11/08/2024	60.89	60.89	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	19.94	19.94	11/22/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	184.19	184.19	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	19.94	19.94	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	19.94	19.94	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	63.33	63.33	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	63.33	63.33	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	23.57	23.57	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	19.94	19.94	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	19.94	19.94	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	19.94	19.94	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	19.94	19.94	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	19.94	19.94	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	19.94	19.94	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	12.28	12.28	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	63.39	63.39	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	44.32	44.32	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	19.94	19.94	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	19.94	19.94	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	19.94	19.94	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	19.94	19.94	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	12.28	12.28	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	12.28	12.28	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	12.28	12.28	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	19.94	19.94	11/22/2024
879	VERIZON WIRELESS	9978262185	Nov Cellphones	11/08/2024	20.00	20.00	11/22/2024
	Total VERIZON WIRELESS:				1,777.00	1,777.00	
VOICE PRODUCTS							
10002	VOICE PRODUCTS	AR117924	SERVICE CALL	11/05/2024	100.00	100.00	11/21/2024
	Total VOICE PRODUCTS:				100.00	100.00	
WHISTLER TOWING, LLC							
3237	WHISTLER TOWING, LLC	3211	MEDIC 2	10/08/2024	806.92	806.92	11/21/2024
3237	WHISTLER TOWING, LLC	3282	M1 TIRES	11/11/2024	2,670.00	2,670.00	11/21/2024
	Total WHISTLER TOWING, LLC:				3,476.92	3,476.92	
YELLOWSTONE NEWS GROUP							
10005	YELLOWSTONE NEWS GROUP	581552	PUBLIC NOTICE	11/18/2024	26.00	26.00	11/21/2024
	Total YELLOWSTONE NEWS GROUP:				26.00	26.00	
	Grand Totals:				546,121.11	546,121.11	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

File Attachments for Item:

C. APPOINTMENT OF SARAH KNOEBL AND CHRIS RALEY TO THE LIVINGSTON URBAN RENEWAL AGENCY

LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: December 3, 2024

TO: Chair Kahle and City Commissioners

FROM: Grant Gager, City Manager

RE: Staff Report for Appointment of Sarah Knoebl and Chris Raley to Livingston Urban Renewal Agency

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Recommendation and Summary

The City Manager is recommending the Commission approve the appointment of Sarah Knoebl and Chris Raley to the Livingston Urban Renewal Agency by adopting the following motion:

"I move to appoint Sarah Knoebl and Chris Raley 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 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. Seven applications were received during the 60-day recruitment period. During the November 2024 regular URA meeting, the chair presented the recommendations of an evaluation subcommittee which were accepted by the URA Board unanimously.

Analysis

The recommendations of the recruitment subcommittee are presented by the City Manager who concurs with the recommendations.

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: Letter of Recommendation from URA Chair
- Attachment A: Applications Received

LIVINGSTON
URBAN RENEWAL AGENCY

November 26, 2024

Dear URA Board,

Our Vice-Chair Lisa Garcia and I met in person with seven qualified applicants over the last few weeks and we feel confident in a path forward to complete our Board, and approach our goals proactively for the coming years. We bring forward two candidates for your consideration today:

Sarah Knoebl is an AICP certified urban planner currently working as a campus planner at MSU. We were able to hear about her team's innovative solutions to continually improve the campus, whether it be for safety or for enhanced beautification. We believe this experience and passion for thoughtful planning will greatly help our Board envision meaningful projects and carry them through to completion.

Chris Raley is a realtor at Small Dog Realty with extensive previous experience in mortgage lending. His financial prowess and commitment to helping the Livingston community, where he has lived for ten years, will bring a new level of understanding to our Board in terms of how to maximize our Budget's impact and increase the taxable value of our District.

In addition, we see a unique opportunity to add Brianne Downey as a strategic consultant to our Board. Brianne has a breadth of project management experience for Urban Renewal districts in Montana, and in vetting and educating the public on urban renewal. As we begin launching sub-committees to take on our areas of priority, we believe Brianne's expertise would help the URA stay on task and implement programs effectively.

Lisa and I were impressed by the enthusiasm for community involvement and the variety of experience these candidates will bring to the table. We would appreciate the Board's consideration of these recommendations, and we welcome any questions about the candidates or vetting process.

We look forward to having a fully staffed and supported Urban Renewal Agency Board to carry us into this next phase of strategic growth and impact. We believe all applicants we interviewed could play a role in supporting the URA through our future sub-committees addressing housing, beautification, economic development, and events and programming. I appreciate the ongoing support for the work you are all doing to address the most pressing challenges and opportunities in Livingston Urban Renewal District.

Sincerely,

Allison Vicenzi
Chair, Livingston Urban Renewal Agency

City of Livingston
Application for Appointed Office
(Revised 8/01/2023)

Appointed Position Seeking: URBAN RENEWAL AGENCY BOARD

Date of Application: 9/30/24

Name: THOMAS BLUROCK Signed:

Address: 122 1/2 S 2nd ST

Telephone: daytime 949-285-2435 after 5:00 p.m.: SAME

Fax Number: NONE e-mail address: tblurock@aol.com

1. Are you a resident of the City of Livingston? YES
2. Are you a registered voter? YES
3. Will you be at least 18 years of age at the time of the appointment? YES
4. Describe the reasons you are interested in this appointment: DOWNTOWN PROPERTY OWNER, ARCHITECT, INTERESTED IN DOWNTOWN DEVELOPMENT
5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:
   A. Occupation: ARCHITECT
   B. Education: MARCH HARVARD UNIVERSITY
   C. Experience: 30 YEARS AS AN ARCHITECT, DEVELOPED 2 DOWNTOWN PROJECTS

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? CITY HISTORICAL PRESERVATION COMMISSION
7. Are you currently serving on any Community Boards? YES - ABOVE
   A. If yes, please describe those boards. DOWNTOWN PRESERVATION
8. Current Employer? RETIRED
9. Are you available for night meetings? YES
10. Are you available for daytime meetings? YES
11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? I WOULD RECUSE IF CONFLICTS ARISE
12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? SEE ABOVE

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

Return completed applications to Emily Hutchinson at Livingston City Hall 220 E. Park Street or by email at ehutchinson@livingstonmontana.org

City of Livingston
Application for Appointed Office
(Revised 8/01/2023)

Appointed Position Seeking: URA Board Member

Date of Application: October 22. 2024

Name: Brianne Downey
Signed: Brianne Downey
Address: 730 N. B Street Livingston
Telephone: daytime (406) 560-0334
after 5:00 p.m.: (406) 560-0334
Fax Number:
e-mail address: breezybld@yahoo.com

1. Are you a resident of the City of Livingston? yes
2. Are you a registered voter? yes
3. Will you be at least 18 years of age at the time of the appointment? yes
4. Describe the reasons you are interested in this appointment: I have extensive knowledge of urban renewal & understand what a valuable tool it can be for communities.
5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:
   A. Occupation: Director of Finance
   B. Education: Masters of Public Accountancy
   C. Experience: Project manager for two urban renewal districts in Montana. Responsible for vetting & educating public on urban renewal.
   (please attach a detailed resume if desired)
6. Have you served on any previous boards or in any governmental positions in the past? Yes - Project Manager for Butte Silver Bow Uptown URA & Harrison Ave South URD.
7. Are you currently serving on any Community Boards? No
   A. If yes, please describe those boards.
8. Current Employer? First West Insurance
9. Are you available for night meetings? Yes
10. Are you available for daytime meetings? Yes - with timely notification
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? Full & complete disclosure to Board Chair & City Manager. Transparency is vital for local government.

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

Return completed applications to Emily Hutchinson at Livingston City Hall 220 E. Park Street or by email at ehutchinson@livingstonmontana.org

City of Livingston
Application for Appointed Office
(Revised 8/01/2023)

Appointed Position Seeking: Urban Renewal Agency

Date of Application: 10/10/2024

Name: Patricia Grabow Signed: Patricia J Grabow

Address: 204 E. Callender #C

Telephone: daytime (406) 220-1056 after 5:00 p.m.:

Fax Number: n/a e-mail address: thegrabow@gmail.com

1. Are you a resident of the City of Livingston? yes
2. Are you a registered voter? yes
3. Will you be at least 18 years of age at the time of the appointment? yes
4. Describe the reasons you are interested in this appointment: I want to use my experience (please see attached) to help the URA make decisions that include "Smart Growth" & intelligent development of Livingston Downtown
5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:
   A. Occupation: (Please see attached)
   B. Education:
   C. Experience:

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? yes (Please see attached)
7. Are you currently serving on any Community Boards? LDBOBA
   A. If yes, please describe those boards. Advocates the economics survival of the downtown
8. Current Employer? n/a Retired
9. Are you available for night meetings? yes
10. Are you available for daytime meetings? yes
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? I would recuse myself

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

Return completed applications to Emily Hutchinson at Livingston City Hall 220 E. Park Street or by email at ehutchinson@livingstonmontana.org

Application for the Livingston URA

Patricia Grabow MEd
204 East Callender Street Livingston, MT 59047
Phone: (406) 220-1056 Email: thegrabow@gmail.com

Education:
Master's Degree University of Alaska /Fairbanks, AK
Major: Educational Administration
Bachelor's Degree University of Washington/Seattle WA
Totem Club and Mortar Board-Junior and Senior Women's Academic and Social Honoraria
College Basketball, Water Ballet Team
Major: English, Minor: Economics/Government, Certification: Education: Teacher and Principal
Drug/Alcohol Counselor Certified.

Past or present boards of directors on which you have served or currently serve.

1. Livingston City Commissioner 2004-2007
   (position my grandfather, William Grabow, held in 1894)
2. Urban Renewal Board Agency 2006-2008 (Livingston City Commission representative)
3. Livingston City Tree Board 2005-2006 (Livingston City Commission Representative)
4. Livingston Historic Preservation Commission 2002-2004
5. Initiated as a Livingston City Commissioner and was on the first Livingston Main Street Board. (It eventually became Vision Livingston)
6. Participated in every Livingston City Downtown Planning Committees: Entranco Study, MSU Plan, Livingston Downtown, Livingston Master Plan
7. Proposed and sued to allow East Side School to become the Shane Lenani Center.

Skills and/or abilities could you bring to the organization?

1. Purchased, restored, and re-created the Grabow Hotel (My grandparents built in 1908)
   Successful business person in downtown running a building with affordable housing for 24 years. Livingston at the Grabow for 24 years
   I know how to make a building work financially and could help bring to a better position economically
2. President Livingston Downtown Building Owners and Business Association (LDBOBA) 18 years
   Some achievements of the LDBOBA
   a. Helped create the Livingston Downtown Building Improvement District (LBID), Tourism Business Improvement District (TBID),
   b. Created the Walking Tour of Livingston's Four Historic Districts
   c. Initiated and maintained Yellowstone Bus Tours of historic Livingston (16 years)
   d. Created the mural on the Thompson Building to commemorate the Centennial of the Yellowstone Park Service in 2016 "Livingston the Original Rail Entrance to Yellowstone" as well as the fish statue

e. Lobbied for 10 years to bring rail passenger service back to Livingston. Now the Livingston shops making Hydrogen Multiple Unit (HMU) trains.
f. Lobbied with PCEC and other non-profits for Livingston: Main Street to go back to two-way, parking design, keep the city from taking nine years to complete the sidewalks, bring bus tours to the downtown, restart the Albermarle, lobbied to have the Growth Policy along with PCEC and participated in its formation.
g. Strong Advocate for Livingston Growth Policy and Smart Growth.
h. Work collaboratively with Livingston non-profits as well as business community for 24 years.

Other Experience

3. Was principal and teacher: Retired. Experience included Alaska and the next to the last teacher at the Sedan School in Wilsall, MT.
4. Taught the Foxfire Program in Bethel, AK Flew 90 students to villages in the lower Kuskokwim School District gathering Yup'ik Eskimo legends, stories, and how to do it articles and published in the book *Kaliq Yugnek* (Book that Comes Up From the People)
5. Taught at the University of Alaska, Fairbanks. Created an associates degree for the Native Education Tutors in Anchorage School District creating classes with the University of Alaska (Fairbanks and Anchorage) and Alaska Pacific University.
6. Was married to CNN Senior News Correspondent, Walter Rodgers, and lobbied in Congress for environmental issuesin the 60s.
7. Born and raised in Montana primarily.
8. Raised three sons

City of Livingston
Application for Appointed Office
(Revised 8/01/2023)

Appointed Position Seeking: Urban Renewal Board

Date of Application: 11/11/24

Name: Kyle Hester Signed: [signature]

Address: 1310 E Lewis St

Telephone: daytime 214-952-4852 after 5:00 p.m.: 214-952-4852

Fax Number: _____ e-mail address: kylethomashester@yahoo.com

1. Are you a resident of the City of Livingston? Yes
2. Are you a registered voter? Yes
3. Will you be at least 18 years of age at the time of the appointment? Yes
4. Describe the reasons you are interested in this appointment: I have been a resident of Livingston for 6 months and I love living here. I want to join a board to help keep it amazing!
5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:
   A. Occupation: Director of Rooms at Sage Lodge
   B. Education: Communications Majaor from the University of Texas at Arlington
   C. Experience: I have never served on a community board, however I believe I can contribute to the organization.

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? None.
7. Are you currently serving on any Community Boards? No
   A. If yes, please describe those boards. _____
8. Current Employer? Sage Lodge
9. Are you available for night meetings? Yes
10. Are you available for daytime meetings? Yes
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? I would ensure proper communication to the board should I be unable to fullfill the duties.

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

Return completed applications to Emily Hutchinson at Livingston City Hall 220 E. Park Street or by email at ehutchinson@livingstonmontana.org

City of Livingston
Application for Appointed Office
(Revised 8/01/2023)

Appointed Position Seeking: URA board member

Date of Application:

Name: Sarah Knoebl Signed:

Address: 714 W Lewis St. Livingston, MT

Telephone: daytime 630-415-6149 after 5:00 p.m.: "

Fax Number: N/A e-mail address: sknoebl44@gmail.com

1. Are you a resident of the City of Livingston? yes
2. Are you a registered voter? yes
3. Will you be at least 18 years of age at the time of the appointment? yes
4. Describe the reasons you are interested in this appointment:
see attachment.

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:
   A. Occupation: MSU campus planner
   B. Education: B.S Earth Sciences - Human Geo + Master of Urban + Regional Planning
   C. Experience: long range infrastructure planning, transportation/transit planning + implementation, public art procurement, public outreach.

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past?
Staff support for the following MSU boards: university facilities planning board, public art + artifacts committee + classroom committee.
7. Are you currently serving on any Community Boards? Staff support - Non voting
   A. If yes, please describe those boards.
8. Current Employer? Montana State University
9. Are you available for night meetings? yes
10. Are you available for daytime meetings? 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? Make full disclosure of conflict + excuse myself from any deliberation + voting.

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

Return completed applications to Emily Hutchinson at Livingston City Hall 220 E. Park Street or by email at ehutchinson@livingstonmontana.org

4. Describe the reasons you are interested in this appointment

I am enthusiastic about serving as a Livingston Urban Renewal Agency board member because I am passionate about transforming our downtown into a dynamic and inclusive hub for both residents and visitors alike. I hope to use this position to spark community involvement and energize our urban renewal district to create a welcoming and vibrant environment.

I believe that by addressing and creatively improving gaps in the urban renewal district we can significantly enhance the overall experience of our city. I am specifically passionate about improving pedestrian infrastructure to promote walkability and pedestrian safety. I am also interested in finding ways to both preserve existing housing and expand affordable housing options to ensure everyone benefits from a diverse and thriving district.

As an AICP certified urban planner I can bring a unique skill set to effectively implement elements of the Downtown Master Plan to benefit the urban renewal district. I am committed to working collaboratively with others to develop innovative strategies that will make Livingston's downtown a standout destination for both locals and visitors, reflecting the true spirit and potential of our community.

SARAH KNOEBL

Livingston, MT | 630.415.6149 | sarah.knoebl@montana.edu

EDUCATION

Master of Urban and Regional Planning **Aug 2020—May 2022**
University of Colorado-Denver • Denver, CO

Bachelor of Science in Earth Sciences- Geography **Aug 2016—Dec 2019**
Montana State University • Bozeman, MT

WORK EXPERIENCE

Campus Planner **June 2022 - Present**
Montana State University, Bozeman, MT

- Manage the MSU Long Range Building Program development & application process.
- Lead facility condition assessments at 16 MSU sites.
- Coordinate MSU Capital Improvement Program.
- Lead & implement campus transportation project.

Transit Operations Intern **March 2021- March 2022**
Colorado Department of Transportation, Denver, CO

- Developed & designed Transit Emission Dashboard webpage narrative.
- Integrated & updated statewide transit maps.
- Collaborated across planning, transit & innovative mobility units.

Real Estate & Facilities Intern **June 2019—Aug 2019**
Commonwealth Edison Company, Greater Chicago Area

- Created a sustainable ArcGIS layer of ComEd commercial facilities.
- Reconciled and updated facility records through site walkdowns.
- Developed a blueprint for UAV use within facility operations department.

PROJECTS

Denver Open Innovation District **Fall 2021**

- Collaborated with an integral team to revision Speer Boulevard & Cherry Creek in the creation of Denver's Open Innovation District.
- Developed financing models, regulatory changes & stakeholder engagement methods.

Denver Bus Stop Assessment **Fall 2020**

- Physically assessed bus stop amenity and micro-mobility quality in Denver's RiNo neighborhood.
- Performed stakeholder interviews.
- Developed recommendations for improvement based on identified gaps.

Gallatin County GIS Service Learning **Spring 2019**

- Physically mapped the entirety of White Irrigation Ditch and its features.
- Published spatial metadata and GIS shapefiles for public use.
- Created multiple deliverable maps and an online story map.

SKILLS & CERTIFICATIONS

Certifications
American Institute of Certified Planners, 2023
Software
Proficient in: ESRI ArcGIS Suite, Microsoft Office, Google Earth Pro, INRIX, Photoshop, InDesign, Illustrator
Experience in: QGIS, R, Tableau, Sketchup
Languages
English, German

City of Livingston
Application for Appointed Office
(Revised 8/01/2023)

Appointed Position Seeking: _____

Date of Application: 10-14.24

Name: JAMES LANGTEAUX Signed: [signature]

Address: 104 N. MAIN ST. 59047

Telephone: daytime 406-224-5390 after 5:00 p.m.: 213-925-7246

Fax Number: _____ e-mail address: LANGTEAUX@gmail.com

1. Are you a resident of the City of Livingston? YES
2. Are you a registered voter? YES
3. Will you be at least 18 years of age at the time of the appointment? YES
4. Describe the reasons you are interested in this appointment: I AM PASSIONATE ABOUT OUR COMMUNITY, OUR ENVIRONS + THE NEED FOR SUSTAINABLE HOUSING FOR THOSE WHO MAN THE SHOPS, CAFE'S + KITCHENS
5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:
   A. Occupation: BUSINESS OWNER, DIRECTOR, PRODUCER, AUTHOR, PROFESSOR
   B. Education: MASTERS (M.A.) REGENT + B.A (U-W MADISON)
   C. Experience: WRITING, DIRECTING, HOSTING SHOWS, INTERNATIONAL ADVERTISING + BRANDING AWARDS, EMMY NOMINATED.

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? YES, CURRENTLY ON LBID BOARD, CHURCH BOARDS IN THE PAST.
7. Are you currently serving on any Community Boards? LBID
   A. If yes, please describe those boards. - YOU ARE ALL AWARE - I'M SURE
8. Current Employer? SELF
9. Are you available for night meetings? YES
10. Are you available for daytime meetings? AFTER 3PM MOST DAYS
11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? NONE - I MAY RESIGN FROM LBID TO DEVOTE TIME HERE
12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? I WOULD RECUSE MYSELF OR IF BENEFICIAL TO DO I WOULD RESIGN MY POST. THANK YOU FOR CONSIDERING ME FOR THIS POSITION.

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

Return completed applications to Emily Hutchinson at Livingston City Hall 220 E. Park Street or by email at ehutchinson@livingstonmontana.org

City of Livingston
Application for Appointed Office
(Revised 8/01/2023)

Appointed Position Seeking: Urban Renewal Agency Board Member

Date of Application: 11/15/2024

Name: Chris Raley

Signed: Chris Raley

Address: 431 N. B St.

Telephone: daytime 406-223-0944

after 5:00 p.m.: 406-223-0944

Fax Number:

e-mail address: chrisraley@smalldogrealty.com

1. Are you a resident of the City of Livingston? Yes
2. Are you a registered voter? Yes
3. Will you be at least 18 years of age at the time of the appointment? Yes
4. Describe the reasons you are interested in this appointment: I love my community and would like to see it thrive by maintaining and upgrading current infrastructure downtown, as well as helping to shore up the current housing shortage by way of possibly converting commercial space to residential space.
5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:
   A. Occupation: REALTOR, Small Dog Realty
   B. Education: Business Management, University of Texas at Brownsville
   C. Experience: 12 years experience working in Finance, most recently as a mortgage loan officer.

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? No
7. Are you currently serving on any Community Boards? Yes
   A. If yes, please describe those boards. Treasurer - Stafford Animal Shelter, Treasurer - Livingston Golf Course
8. Current Employer? Small Dog Realty
9. Are you available for night meetings? Yes
10. Are you available for daytime meetings? Yes
11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? I do not foresee any conflicts of interest for this appointed office.
12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? If a conflict of interest arose, I would most likely deal with it by recusing myself from any decisions to be made, or by following the URA bi-laws.

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

Return completed applications to Emily Hutchinson at Livingston City Hall 220 E. Park Street or by email at ehutchinson@livingstonmontana.org

File Attachments for Item:

D. AGREEMENT 20139 EXTENDING AE2S ON-CALL CONTRACT

LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: December 3, 2024

TO: Grant Gager

FROM: Shannon Holmes

RE: Staff Report for AE2S Instrument and Control contract addendum

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Recommendation and Summary

Staff is recommending the Commission Approve the contract addendum for I&C (Instrument and Control) services with AE2S to continue WRF operational support by adopting the following motion:

"I move to approve consent item with AE2S and authorize the Chair and City Manager to sign the contract addendum."

The reasons for the recommendation are as follows:

- The city originally contracted AE2S for these services in October 2020. This is an extension of services until July 28, 2026.
- James Sletten has done an excellent job of providing this service to Trace Tidwell and the WRF staff for over 6 years.

Introduction and History

AE2S provided the WRF Design and Construction Administration from 2016 to 2020 for the WRF upgrade project. During the design process, it was determined that AE2S would provide the Instrumentation and Control and the SCADA (supervisory control and data acquisition) systems for the facility. James Sletten assisted in the custom design of both systems working closely with WRF staff. This contract addendum provides on call professional services for James Sletten to provide technical assistance with the operation and maintenance of both systems.

Analysis

Continuing this contract with James Sletten and AE2S is critical to the operations of the WRF. The Chief Plant Operator, Trace Tidwell relies heavily on the technical services that AE2S provides on the proprietary I&C and SCADA systems. These systems completely control the operations at the WRF, starting at the Headworks and completing at the UV (ultraviolet) disinfection.

Fiscal Impact

This consultant service is included in the annual WRF budget under Professional Services.

Strategic Alignment

Please indicate how this project aligns with City documents like the Capital Improvement Plan, Growth Policy, Housing Action Plan, Strategic Plan or similar guiding document of the City.

Attachments

- Attachment A: Original Contract
- Attachment B: Addendum

RESOLUTION NO. 4926

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A TWO (2) YEAR AGREEMENT WITH AE2S FOR ON-CALL AND INSTRUMENTATION CONTROL SERVICES DATED JULY 28, 2020, AS IT PERTAINS TO THE LIVINGSTON WATER RECLAMATION FACILITY AND SCADA SYSTEM.

****

WHEREAS, upon request from the City, Advanced Engineering and Environmental Services, Inc. (AE2S) has proposed an agreement to render professionals engineering services for Instrumentation and Control (I&C) on-call services associated with the Water Reclamation Facility and the SCADA (supervisory control and data acquisition) system; and

WHEREAS, the City of Livingston and AE2S wish to define their respective roles, and outline the terms and conditions of services rendered for wastewater operations, process services, and fees as outlined in the July 28, 2020, Letter Agreement attached hereto and incorporated herein as Exhibit A; and

WHEREAS, City Staff reviewed the proposed agreement and negotiated with AE2S to lock into their current rates until July 1, 2022, This Agreement is not to exceed $15,000 per Fiscal Year without approval from the City of Livingston; and

WHEREAS, The City Manager recommends approval of AE2S On call and I&C Agreement dated July 28, 2020, and is willing to sign the agreement; and

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

The Professional Services Agreement between the City of Livingston and the City of Livingston is hereby approved. The City Manager and is authorized to sign the 7.28.2020 On-call and Instrumentation and Control (I&C) Services Agreement with AE2S and all documents associated with this agreement.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 20th day of October 2020.

DOREL HOGLUND, CHAIR

ATTEST:

FAITH KINNICK
Recording Secretary

APPROVED TO AS FORM:

COURTNEY JO LAWELLIN
City Attorney

July 28, 2020

Shannon Holmes
City of Livingston
330 Bennett Street
Livingston, MT 59047

RE: Letter Agreement between Client and AE2S
Livingston Water Reclamation Facility On Call Services

Dear Mr. Holmes:

Advanced Engineering and Environmental Services, Inc. (AE2S) proposes to render professional engineering services (Assignment) to City of Livingston (CLIENT).

This Agreement, including Exhibit A, sets forth the terms and conditions under which the CLIENT and AE2S shall be governed regarding the Assignment.

Scope of Basic Services

AE2S will perform the following tasks:

On Call Services

- Instrumentation and Controls (I&C) on-call services associated with the Water Reclamation Facility and SCADA system.
- Wastewater process and operations on call services associated with trouble-shooting and operational consulting at the Water Reclamation Facility.

Additional Services

Services resulting from significant changes in the general scope, extent, or character of the Assignment are not included as a part of the Scope of Basic Services. If authorized in writing by the CLIENT, AE2S will provide services beyond the scope of this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B.

CLIENT'S Responsibilities

CLIENT shall do the following in a timely manner, so as not to delay the services of AE2S:

1. Designate a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CLIENT's policies and decisions with respect to services for the Assignment.

2. Provide relevant information regarding requirements for the Assignment. AE2S shall be entitled to use and rely upon all information provided by CLIENT or others in performing AE2S's services under this Agreement.

3. Provide access to the relevant site sufficient for AE2S to performs its services under this Agreement.

4. CLIENT shall, so long as AE2S is not in default, promptly pay AE2S for such services as have been performed satisfactorily hereunder in accordance with the fee terms set forth herein.

CLIENT shall bear all costs incident to compliance with its responsibilities pursuant to this section.

Fees

AE2S shall render services under this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B not to exceed $15,000.00 without written authorization from CLIENT, plus reimbursement for all project related expenses.

Performance Schedule

AE2S shall use commercially reasonable efforts to complete Basic Services within a reasonable time period.

Contract Documents

This Agreement includes the following documents, incorporated herein by reference:

1. Exhibit A - Terms and Conditions;
2. Exhibit B - Hourly Fee and Expense Schedule;
3. All other attached Exhibits referenced in this Agreement;
4. Any drawings or specifications provided by the CLIENT in writing; and
5. Any duly executed written amendments.

There are no contract documents other than this Agreement and those documents listed above.

If this Agreement sets forth your understanding of our agreement, including the scope of work desired, fees, terms, and conditions, please sign in the space provided and return a copy to AE2S. Thank you for the opportunity to assist in this project and we look forward to working with you.

Sincerely,

James Sletten

James Sletten,
I&C Services Technician

SIGNATURES:

Advanced Engineering and Environmental Services Inc

By: Brian J. Viall, PE

Title: Operations Manager

City of Livingston, Montana

Accepted: (Date) 26 Oct 2020

By

Name: (Print) Michael J Kardoes

Title: City Manager

This is EXHIBIT A, consisting of 2 pages, referred to in and part of the Agreement between CLIENT and AE2S dated July 28, 2020.

Standard Terms and Conditions

The Agreement is supplemented to include the following terms and conditions:

1. Standard of Care
   a. The standard of care for all professional services performed or furnished by AE2S under this Agreement will be the care and skill ordinarily used by members of AE2S's profession practicing under similar circumstances at the same time and in the same locality. AE2S makes no warranties, express or implied, under this Agreement or otherwise, in connection with AE2S's services.

   b. CLIENT shall be responsible for, and AE2S may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to AE2S pursuant to this Agreement. AE2S may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. Payments to AE2S
   Invoices will be prepared in accordance with AE2S's standard invoicing practices and will be submitted to CLIENT by AE2S monthly, unless otherwise agreed. Invoices are due and payable within 30 days. If CLIENT fails to make any payment due AE2S for services and expenses within 30 days, the amounts due AE2S will be increased at the rate of 1.75% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, AE2S may, after giving seven days written notice to CLIENT, suspend services under this Agreement until AE2S has been paid in full all amounts due for services, expenses, and other related charges. All payments shall be made in United States Dollars.

3. Insurance
   AE2S will maintain insurance coverage for Workers' Compensation, Professional Liability, General Liability, and Automobile Liability and will provide certificates of insurance to CLIENT upon request.

4. Indemnification and Allocation of Risk
   a. To the fullest extent permitted by law, AE2S shall indemnify and hold harmless CLIENT and CLIENT's officers, directors, members, and employees from any and all costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of AE2S or AE2S's officers, directors, members, partners, employees, or Consultants. The parties expressly agree that AE2S or AE2S's officers, directors, members, partners, or employees have no duty to defend CLIENT and CLIENT's officers, directors, members, and employees against any claims, causes of action, demands, lawsuits, or proceedings of any kind.

   b. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless AE2S, AE2S's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and consultants with respect to this Agreement.

   c. In addition to the indemnity provided under paragraph 4.b. of this Exhibit, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless AE2S and AE2S's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph 4.c. shall obligate CLIENT to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

   d. To the fullest extent permitted by law, AE2S's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of AE2S and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that AE2S's negligence bears to the total negligence of CLIENT, AE2S, and all other negligent entities and individuals.

5. Exclusion of Special, Incidental, Indirect, and Consequential Damages
   To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, AE2S and AE2S's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not be liable to CLIENT or anyone claiming by, through, or under CLIENT for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Assignment or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranties, express or implied, of AE2S or AE2S's officers, directors, partners, employees, agents, or AE2S's Consultants, or any of them.

6. Limit of Liability
   To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of AE2S and AE2S's officers, directors, partners, employees, agents, and AE2S's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of AE2S or AE2S's officers, directors, partners, employees, agents, or AE2S's Consultants, or any of them, shall not exceed total compensation received by AE2S as part of this agreement.

7. Termination of Contract
   Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay to AE2S all amounts owing to AE2S under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

8. Access
   CLIENT shall arrange for safe access to and make all provisions for AE2S and AE2S's Consultants to enter upon public and private property as required for AE2S to perform services under this Agreement.

9. Hazardous Environmental Conditions
   It is acknowledged by both parties that AE2S's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event AE2S or any other party encounters a Hazardous Environmental Condition, AE2S may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. CLIENT acknowledges that AE2S is performing professional services for CLIENT and that AE2S is not and shall not be required to become an "arranger,"

"operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with AE2S's activities under this Agreement.

10. Patents
AE2S shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

11. Ownership and Reuse of Documents
All documents prepared or furnished by AE2S pursuant to this Agreement are instruments of service, and AE2S shall retain an ownership and property interest therein. Reuse of any such documents by CLIENT shall be at CLIENT's sole risk; and CLIENT agrees to indemnify, and hold AE2S harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CLIENT or by others acting through CLIENT.

12. Use of Electronic Media
a. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the AE2S. Files in electronic media format of text, data, graphics, or of other types that are furnished by AE2S to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

b. When transferring documents in electronic media format, AE2S makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by AE2S at the beginning of this Assignment.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. AE2S shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

13. Contractors
AE2S shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall AE2S have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. AE2S neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between CLIENT and such contractor. AE2S shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except AE2S's own employees) at a project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by AE2S.

14. Force Majeure
AE2S shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond AE2S's reasonable control.

15. No Third Party Beneficiaries
All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and AE2S and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or AE2S. AE2S's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against AE2S because of this Agreement or the performance or nonperformance of services hereunder.

16. Assignment
Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

17. Binding Effect
This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

18. Severability and Waiver of Provisions
Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and AE2S, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19. Survival
All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

20. Headings
The headings used in this Agreement are for general reference only and do not have special significance.

21. Controlling Law
This Agreement is to be governed by the law of the State of Montana without regard to its conflicts of laws principles.

22. Notices
Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

23. Executed in Counterparts
This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by facsimile or electronic mail shall have the same force and effect as delivery of original signature and that each Party may use such facsimile or electronic mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.

This is EXHIBIT B, consisting of 2 pages, referred to in and part of the Agreement between CLIENT and AE2S dated July 28, 2020.

Hourly Fee and Expense Schedule

Reimbursable Expenses and Standard Hourly rates in effect on the date of the Agreement are set forth below. Rates are subject to annual adjustment effective January 1.

Labor Rates*

Administrative I	$60.00
Administrative II	$73.00
Engineering Assistant I	$72.00
Engineering Assistant 2	$92.00
Engineer I	$115.00
Engineer II	$139.00
Engineer III	$165.00
Engineer IV	$187.00
Engineer V	$199.00
Engineer VI	$221.00
Engineering Technician I	$71.00
Engineering Technician II	$90.00
Engineering Technician III	$107.00
Engineering Technician IV	$125.00
I&C Assistant	$86.00
I&C Technician I	$105.00
I&C Technician II	$118.00
I&C Technician III	$133.00
I&C Technician IV	$144.00
I&C Technician V	$157.00
I&C Specialist	$171.00
I&C Senior Specialist	$181.00
I&C Manager	$190.00
Operations Specialist I	$86.00
Operations Specialist II	$104.00
Operations Specialist III	$131.00
Operations Specialist IV	$148.00
Operations Specialist V	$172.00

Reimbursable Expense Rates

Transportation	$0.65/mile
Outside Services**	cost *1.15
Out of Pocket Expenses***	cost*1.15
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

** Includes laboratory testing, architectural and engineering consultants, surveying, etc.

*** Includes toll telephone, shipping, postage, subsistence, technical literature, equipment rental, etc.

These rates are subject to adjustment on July 1, 2022.

APPENDIX 1

AMENDMENT TO CLIENT-AE2S LETTER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: August 12, 2024.

Background Data

Date of Client-AE2S Letter Agreement: July 28, 2020

Client: City of Livingston

AE2S: Advanced Engineering and Environmental Services, LLC

Project: Livingston Water Reclamation Facility On Call Services (P05613-2019-001)

Nature of Amendment:

X Term expiration

Description of Modifications:

1. *This Agreement shall be effective through July 28, 2026.*
2. *Exhibit B of the Letter Agreement is deleted in its entirety and replaced with Appendix 1, attached hereto and incorporated by reference.*

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

CLIENT:	AE2S:
By:	By: Zachary Magdol
Print name:	Print name: Zach Magdol
Title:	Title: Operations Manager
Date Signed:	Date Signed: August 7, 2024

This is EXHIBIT B, consisting of 1 page, referred to in and part of Agreement between CLIENT and AE2S dated August 12h, 2024

Hourly Fee and Expense Schedule

Reimbursable Expenses and Standard Hourly rates in effect on the date of the Agreement are set forth below. Rates are subject to annual adjustment effective January 1.

Labor Rates*

Administrative 1	$67.00
Administrative 2	$82.00
Administrative 3	$99.00
Engineering Assistant 1	$88.00
Engineering Assistant 2	$103.00
Engineering Assistant 3	$130.00
Engineer 1	$140.00
Engineer 2	$168.00
Engineer 3	$197.00
Engineer 4	$228.00
Engineer 5	$244.00
Engineering Technician 1	$87.00
Engineering Technician 2	$109.00
Engineering Technician 3	$131.00
Engineering Technician 4	$146.00
Engineering Technician 5	$167.00
I&C Assistant 1	$104.00
I&C Assistant 2	$129.00
I&C 1	$154.00
I&C 2	$182.00
I&C 3	$205.00
I&C 4	$218.00
I&C 5	$228.00
IT 1	$135.00
IT 2	$182.00
IT 3	$223.00
Operations Specialist 1	$104.00
Operations Specialist 2	$130.00
Operations Specialist 3	$161.00
Operations Specialist 4	$184.00
Operations Specialist 5	$206.00
Project Manager 1	$213.00
Project Manager 2	$233.00
Project Manager 3	$249.00
Project Manager 4	$264.00
Project Manager 5	$282.00
Project Manager 6	$295.00
Technical Expert 1	$335.00
Technical Expert 2	Negotiable

Reimbursable Expense Rates

Transportation	$0.75/mile
Cellular Modem	$75.00/month
Web Hosting	$26.00/month
Outside Services	cost * 1.15
Out of Pocket Expenses	cost * 1.15
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

File Attachments for Item:

E. AGREEMENT 20137 WITH MISSOURI RIVER DRUG TASK FORCE

LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: December 3, 2024

TO: Chair Kahle and City Commissioners

FROM: Wayne Hard, Police Chief

RE: Staff Report for Agreement 20137

Recommendation and Summary
Staff is recommending the Commission approve agreement number 20137 with the Missouri River Drug Task Force to guide the City's participation by adopting the following motion:

"I move to approve agreement number 20137 with the Missouri River Drug Task Force and authorize the City Manager to sign the agreement."

The reasons for the recommendation are as follows:

- The Missouri River Drug Task Force is an inter-agency group that has worked to disrupt the flow of illicit drugs in Southwest Montana since 1990.

Introduction and History
The Missouri River Drug Task Force is composed of fourteen (14) law enforcement agencies that have jointly worked to disrupt the flow of illicit drugs in the region since 1990. The City has participated since the late 1990s. Each agency provides resources to the task force to enable its function and the City jointly funds a portion of one employee's participation with Park County.

Analysis
Participating in the Missouri River Drug Task Force allows the City of Livingston to coordinate its work with neighboring law enforcement agencies and ensure a greater level of public safety and reduced drug activity in the region.

Fiscal Impact
The City of Livingston's participation utilizes an existing City-County shared employee with the City's share representing approximately $13,000.

Strategic Alignment
Collaborating with government agencies is recognized as a strategy of the Growth Policy.

Attachments

- Attachment A: Agreement 20137

MISSOURI RIVER DRUG TASK FORCE-HIDTA
Bozeman (406) 582-2110 Helena (406) 447-8046
Cpt. Nathan Kamerman-Commander

MISSOURI RIVER DRUG TASK FORCE MEMORANDUM OF UNDERSTANDING FY 2026 – FY 2027

Please route for signatures and when signed:

- Scan **IN COLOR** to Nathan.Kamerman@gallatin.mt.gov

or:

- Bring to the January 2025 board meeting.

Requested return no later than 03/01/2025.

MISSOURI RIVER DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FY 2026 – FY 2027

Purpose

The purpose of this Memorandum of Understanding is to establish general guidelines and operational procedures for a multi-agency Task Force to address drug-related crime. Through the spirit of cooperative efforts, and a strong commitment to combat drug-related trafficking, manufacturing, and violence, the **MISSOURI RIVER DRUG TASK FORCE** was formed in 1990. Agencies participating in this project recognize that combating drugs is of paramount importance to our communities. Through our united efforts our resources will be better utilized, and our investigative efforts will be more fruitful on behalf of the communities we serve. The participating agencies are committed to cooperative efforts and full information sharing through their participation in the **MISSOURI RIVER DRUG TASK FORCE**.

Mission Statement

The mission of **the MISSOURI RIVER DRUG TASK FORCE** is to provide a collaborative federal, state, and local law enforcement effort to identify, target and address those involved in drug trafficking, manufacture and/or violence. The **MISSOURI RIVER DRUG TASK FORCE** will utilize sophisticated long-term investigative approaches, including undercover surveillance operations, the purchase of evidence and information, and electronic surveillance to disrupt and dismantle targeted drug organizations.

Agreement

This agreement is entered into January 2025 among the following local government jurisdictions: City of Belgrade; City of Bozeman; City of East Helena; City of Helena; City of Livingston; City of West Yellowstone; Broadwater County; Gallatin County; Lewis & Clark County; Madison County; Meagher County; Park County; Sweet Grass County; and Montana State University at Bozeman.

No new entity is created by reason of this agreement.

Whereas, there is evidence of drug trafficking, manufacturing, and drug-related violence in the above-described jurisdictions, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people residing in these jurisdictions, the parties hereto agree to the following:

1. The Missouri River Drug Task Force (MRDTF) will perform the activities and duties described below:
    - **A.** Disrupt the illicit drug traffic in above jurisdictions by immobilizing targeted violators and trafficking organizations, by;

MISSOURI RIVER DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FY 2026 – FY 2027

B. Gathering and reporting intelligence data relating to trafficking in narcotics and dangerous drugs;

C. Conducting undercover operations where appropriate and engaging in other traditional methods of investigation, developing probable cause for issuance of warrants for search and seizure, and arrests, in order that the Task Force's activities will result in effective and successful prosecution before the courts of Montana.

2. To accomplish the objectives of the MRDTF, the participating agencies will provide and/or submit the following:

The Gallatin County Sheriff's Office agrees to provide one (1) commander, two (2) deputies and an administrative assistant.

The Bozeman Police Department agrees to provide two (2) police officers.

The Lewis & Clark County Sheriff's Office agrees to provide two (2) deputies.

The Helena Police Department agrees to provide one (1) police officer.

The Park County Sheriff's Office agree to provide one (1) deputy.

Montana State University at Bozeman agrees to provide one (1) police officer.

The Belgrade Police Department agrees to provide one (1) police officer.

Lewis & Clark County Attorney's Office agrees to provide one (1) RMHIDTA Grant Technician who will be an employee of Lewis & Clark County with wages and benefits to be paid for by the RMHIDTA grant, subject to the same constraints.

The County Attorney Offices of the participating counties agree to assist the MRDTF by providing legal advice, drafting search warrants and investigative subpoenas, prosecuting drug offenders, and prosecuting drug forfeiture actions.

Broadwater County agrees to submit intelligence of drug activity within their county, and if possible, manpower as needed.

Madison County agrees to provide, intelligence of drug activity within their county, and if possible, manpower as needed.

Meagher County agrees to submit intelligence of drug activity within their county, and if possible, manpower as needed.

MISSOURI RIVER DRUG TASK FORCE MEMORANDUM OF UNDERSTANDING

FY 2026 – FY 2027

Sweet Grass County agrees to submit intelligence of drug activity within their county, and if possible, manpower as needed.

The City of East Helena agrees to submit intelligence of drug activity within their city, and if possible, manpower as needed.

The City of West Yellowstone agrees to submit intelligence of drug activity within their city, and if possible, manpower as needed.

The City of Livingston agrees to submit intelligence of drug activity within their city, and if possible, manpower as needed.

3. The officers assigned to the MRDTF shall adhere to standard law enforcement policies and procedures as approved by the Executive Board and those policies and procedures in effect in each member's respective agency. Failure to adhere to policies and procedures shall be grounds for dismissal from the MRDTF.

MRDTF officers shall remain subject to the policies, procedures, and regulations of their parent agencies. The Executive Board will resolve any operational conflict between MRDTF policies and procedures and those of a parent agency. MRDTF policies and procedures will be adopted and used by all MRDTF members relative to drug operations and informant handling.

For grant purposes only, the MRDTF Board of Directors will take administrative financial conflicts under consideration; however, any conflicts must be resolved to the satisfaction of Gallatin County.

4. Law enforcement officers assigned to the MRDTF by participating agencies (except state agents) shall be deputized in each participating jurisdiction in a manner allowed by law.

5. To accomplish objectives and provide an organizational leadership structure to the MRDTF, Gallatin County will assign one (1) commander, one (1) operations sergeant and one (1) administrative assistant for the Bozeman Office. Lewis and Clark County will assign one (1) operations sergeant for the Helena Office.

6. Each participating agency is responsible for establishing and paying the salary and benefits, including overtime, of their respective officer(s) assigned to the MRDTF. MRDTF agencies utilizing Byrne JAG funding must bill the MRDTF Commander on a quarterly basis no later than the second of each month following the end of each quarter. Any erroneous billing

submitted and found to be in error will be returned to the agency that submitted the billing for correction and resubmission.

7. Gallatin County agrees to perform the duties of lead agency and will maintain all programmatic and financial records of the MRDTF, except for financial records of the joint MRDTF forfeiture accounts. Gallatin County will make all quarterly reports to the Board of Crime Control and will submit relevant intelligence to the appropriate State and Federal agencies. Lewis and Clark County agrees to maintain all records of the Drug Forfeiture Fund (identified as Fund 241) and Equitable Sharing Fund (identified as Fund 242).

8. The MRDTF shall maintain, on a current basis, completed and accurate records and accounts of all obligations and expenditures of funds under this Agreement in accordance with specific accounting principles and instructions provided by the Department of Justice and the Montana Board of Crime Control to facilitate inspection and auditing of such records and accounts.

9. The MRDTF shall permit and have readily available for examination and auditing by the State, the Department of Justice and their duly authorized agents and representatives, any and all records, documents, accounts, invoices and receipts of expenditures relating to this Agreement. Therefore, records must be maintained by MRDTF, which will continue to exist until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this Agreement.

10. The lead agency will negotiate an indirect cost on an annual basis for the administration of this grant award. The indirect cost will be negotiated and determined prior to the submission of the grant applications.

11. An Executive Board shall be established. Its voting members shall be as follows: the Chief of Helena Police Department; the Chief of Bozeman Police Department; the Chief of West Yellowstone Police Department; the Chief of Livingston Police Department; the Chief of Belgrade Police Department; the Chief of East Helena Police Department, the Sheriff and the County Attorney of Gallatin County; the Sheriff and the County Attorney of Lewis & Clark County; the Sheriff and County Attorney of Broadwater County; the Sheriff and County Attorney of Madison County; the Sheriff and County Attorney of Park County, the Sheriff and County Attorney of Meagher County, the Sheriff and County Attorney of Sweet Grass County, and the Chief of MSU-Bozeman Police Department. The

members of the Executive Board may designate persons from their agencies to represent the members during Executive Board meetings.

The Executive Board shall have the following authority: to select a Chair and Vice Chair; to regulate and manage the MRDTF; to appoint the Task Force Commander and to designate a supervisor in the extended absence of the Task Force Commander; to establish subcommittees of the Board to conduct business; and to resolve disputes arising from MRDTF operations.

The Chairperson will be the Task Force Commander's primary contact with the Executive Board on day-to-day issues and will bring to the Executive Board's attention any matters which would require a consensus of the Executive Board prior to a regularly scheduled quarterly meeting. The Chairperson shall also preside over the Executive Board meetings and is responsible for the formulation of meeting minutes and notification to Executive Board members of upcoming meetings. The Chairperson shall be a local law enforcement member associated with the local drug task force. The tenure of the Chairperson and Vice-Chairperson shall be reviewed at the end of each calendar year. The Vice-Chairperson shall conduct the same business in the absence of the Chairperson.

A. The Executive Board shall meet at least quarterly or as convened by the Chair or Vice Chair to receive reports relative to the progress, functions, and special duties accomplished by the task force.

B. A quorum of the Executive Board is needed to conduct business. Seven Executive Board members, or their designees, shall constitute a quorum. In meetings where a quorum is established, matters coming before the Executive Board may be approved by a majority vote of the members in attendance at a meeting.

C. Agendas and Minutes. The Task Force Commander and the Executive Board Chair are responsible to see that agendas are prepared and distributed far enough in advance of meetings to ensure adequate preparation and participation in agenda items. The Task Force Commander and the Executive Board Chair are responsible to see that accurate and complete minutes are taken of each executive board meeting. Separate executive minutes may be taken for discussion of active and ongoing investigations.

12. Assets seized during task force investigations shall be shared as follows:

MISSOURI RIVER DRUG TASK FORCE MEMORANDUM OF UNDERSTANDING

FY 2026 – FY 2027

A. Assets, for the purposes of this agreement, shall include all items of value seized relative to a case and all court ordered fines or contributions to the drug fund.

The Executive Directors shall appoint two "Drug Fund Managers" who shall have the authority to expend monies from the Drug Fund as designated by the Executive Board. This authority shall be written. The Drug Fund Managers must be Executive Board members and may not be a Task Force Agent.

B. Expenditure Authority:

- Expenditures over $1,000 up to and including $2,000 must have the approval of the Task Force Commander.
- Expenditures over $2,000 and less than $10,000 must have the approval of the Drug Fund Managers.
- Expenditures over $10,000 must be approved by motion made and carried during a meeting of the Board of Directors.
- Payments to any cooperative citizen shall not exceed $5,000 in any fiscal year.

C. Felony Cases:

Where any MRDTF member has participated in the investigation, all monies and assets from cases filed in state and federal district court, including all civil forfeiture cases and cases where felony charges are reduced to misdemeanor charges, shall be deposited into the Drug Forfeiture Fund, "Fund 241."

D. Misdemeanor Cases:

All assets from misdemeanor cases that are handled through "Justice of the Peace" or "City Court" shall remain with the local jurisdiction and are not required to be deposited to the MRDTF Drug Forfeiture Fund.

13. Forfeiture and Equitable Sharing funds:

A. Missouri River Drug Task Force Forfeiture Fund shall be maintained by Lewis and Clark County as a part of the Lewis and Clark County Finance System. The Drug Forfeiture Fund is identified as, "Fund 241."

B. Missouri River Drug Task Force Equitable Sharing Fund shall be maintained by Lewis and Clark County, and is identified as, "Fund

MISSOURI RIVER DRUG TASK FORCE MEMORANDUM OF UNDERSTANDING

FY 2026 – FY 2027

242." These funds, as identified by generally accepted accounting procedures, are "Special Revenue Funds."

14. Distribution of task force Forfeiture and Equitable Sharing funds:

Participants in the MRDTF agree that assets forfeited and received by MRDTF will be utilized primarily for the continued funding of the MRDTF (Byrne Funded Task Force). Upon request of any individual agency the Board may reimburse an agency for expenditures related to task force business.

The Executive Board will function as the Seizure Board for the MRDTF. Any expenditure of forfeited MRDTF funds must comply with the regulations specified in section 12 of this document.

MRDTF will comply with the U.S. Department of Justice's requirements for the equitable sharing of federally forfeited property for state and local law enforcement agencies.

The Task Force Commander shall make recommendations to the Executive Board regarding the extent to which forfeited funds should be shared with outside agencies participating in case investigations.

Consistent with the OMB Uniform Administrative Guidance relating to the Equitable Sharing Program in effect as of July 2018, Equitable Sharing funds shall be paid to the Lewis and Clark County Sheriff's Office as the MRDTF Fiduciary Agent for deposit into Fund 242 and the funds shall thereafter remain with Lewis and Clark County which shall be responsible for submitting one sharing request on behalf of MRDTF to include the total hours and activities of all MRDTF member agencies. Lewis and Clark County shall maintain and report Equitable Sharing funds with its own funds and shall not maintain a secondary account. Lewis and Clark County shall not transfer Equitable Sharing funds to other member agencies, but as directed by the MRDTF Board, it shall earmark funds for permissible expenditures in support of MRDTF operations as allowed by the OMB policies. As required by these polices, equipment purchased with Equitable Sharing funds shall be inventoried and remain the property of the Lewis and Clark County Sheriff Office.

15. Drug fund financial reporting:

The Drug Fund Managers shall ensure a financial report of the Forfeiture and Equitable Sharing Funds are provided to the Executive Board at the

quarterly meetings. The report shall become a part of the meeting minutes.

The minimum requirement of the reports are:

i. Balance of the funds at the beginning of the quarter.

ii. Total deposits to the funds during the quarter.

iii. Total expended from the funds and an itemization of the expenditures during the quarter.

iv. Balance for the funds at the end of the quarter.

16. Pending asset forfeiture report:

Each participating jurisdiction agrees to provide the Task Force Commander with relevant information on asset forfeiture cases and cases with dispositions pending.

17. Reduction or loss of federal funding:
In the event that the Byrne Memorial Grant is unable to fund the MRDTF, funds acquired through forfeitures in Forfeiture Fund 241 and Equitable Sharing Fund 242 will be used as allowable for the continuation of the Task Force as set forth in Section 14.

If the Byrne Memorial Grant funding can no longer support the MRDTF and the MRDTF is unable to function due to the lack of funding, the Executive Board of Directors will decide to liquidate the assets of Forfeiture Fund 241 based on a formula of each agency's financial participation in the MRDTF grant.

18. Damage to private property:

It will be the duty of the Task Force Commander to ensure that written operations plans are used. This includes, but is not limited to: drug buys, search warrants, and high-risk arrest warrants. If there is a possibility of damage to private property during these activities, the head law enforcement officer (or his/her designee) of the jurisdiction in which the activity is to occur will be required to approve the proposed operation. Upon approval, this jurisdiction will accept responsibility for damages up to a maximum of $250.00. Any amount over $250.00 will be paid out of the MRDTF Drug Forfeiture Fund.

19. The participating agencies agree to supply their assigned officer(s) with equipment necessary in carrying out MRDTF objectives including a radio-equipped automobile. Upon termination of the MRDTF, equipment that

MISSOURI RIVER DRUG TASK FORCE MEMORANDUM OF UNDERSTANDING

FY 2026 – FY 2027

was initially supplied to the MRDTF by participating agencies shall be returned to said agency. Equipment shared jointly by all participating MRDTF agencies shall be split equally upon termination of the MRDTF. Conflicts regarding a split of equipment will require a sale of the equipment with the offering being made to the member agencies only. The proceeds of any sale will be divided equally between the remaining agencies. Once an agency receives a piece of equipment, it shall be the responsibility of said agency to maintain the equipment. In the event said equipment becomes lost and/or stolen or damaged, it shall be the agency's responsibility to replace said equipment.

20. Each officer assigned to the MRDTF will carry only those firearms, while on official duty, that are approved by their respective agencies. Further, the officer shall be qualified with those firearms.

21. Participating agencies agree to supply canine and/or tactical team assistance for drug operations within the MRDTF jurisdiction at no additional cost. Canine and tactical teams shall be requested from the nearest team's geographical location. Such requests will be at the direction and approval of the Task Force Commander.

22. Sub-recipient agency responsibilities:

Gallatin County will act as the lead agency for the MRDTF and is responsible for reporting and financial transactions with the granting agency, the Montana Board of Crime Control (MBCC).

As Gallatin County will be receiving and distributing money on behalf of the MRDTF, Gallatin County is considered to be a pass-through entity and all other agencies participating in the MRDTF are considered sub-recipients. As such, Gallatin County is required to inform you of the following: The funding you will be receiving under the terms of this MOU is federal assistance originating from the United States Department of Justice, (CFDA #16.738), passed through the State of Montana Board of Crime Control, and then through Gallatin County.

It is understood that any agencies receiving monies from this grant will be monitored by Gallatin County.

By accepting any funding pursuant to this agreement, all remaining parties agree that they are considered sub-recipients of federal funding and are therefore required to satisfy all of the legal and contractual requirements of the United States Department of Justice and the Montana Board of Crime Control including the conditions set forth in:

MISSOURI RIVER DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FY 2026 – FY 2027

- The annual award documents from Gallatin County.
- The Montana Board of Crime Control special conditions.
- The Montana Board of Crime Control subgrantee guideline information.

23. This agreement is in effect from July 1, 2025 to June 30, 2027.

Revised: 12/22/93, 01/05/94, 01/11/96, 01/14/97, 01/09/98, 12/09/99, 12/21/00, 12/05/01, 12/03/02, 01/05/04, 05/06/05, 01/26/06, 05/09/08, 01/28/09, 02/20/09, 05/24/11, 04/11/13, 03/10/14, 03/10/15, 02/08/17, 01/16/19, 01/13/21, 01/18/23, 10/15/2024.

MISSOURI RIVER DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FY 2026 – FY 2027

SIGNATURE PAGE

CITY OF BELGRADE

_____

City Manager **Date**

_____

Chief of Police **Date**

MISSOURI RIVER DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FY 2026 – FY 2027

SIGNATURE PAGE

CITY OF BOZEMAN

_____

City Manager **Date**

_____

Chief of Police **Date**

MISSOURI RIVER DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FY 2026 – FY 2027

SIGNATURE PAGE

BROADWATER COUNTY

_____

Commission Chairperson **Date**

_____

Commissioner **Date**

_____

Commissioner **Date**

_____

Sheriff **Date**

_____

County Attorney **Date**

MISSOURI RIVER DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FY 2026 – FY 2027

SIGNATURE PAGE

CITY OF EAST HELENA

_____

Commission Chairperson **Date**

_____

Commissioner **Date**

_____

Chief of Police **Date**

MISSOURI RIVER DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FY 2026 – FY 2027

SIGNATURE PAGE

CITY OF HELENA

_____

City Manager **Date**

_____

Chief of Police **Date**

MISSOURI RIVER DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FY 2026 – FY 2027

SIGNATURE PAGE

LEWIS AND CLARK COUNTY

Commission Chairperson **Date**

Sheriff **Date**

County Attorney **Date**

ATTEST:

Clerk of the Board **Date**

MISSOURI RIVER DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FY 2026 – FY 2027

SIGNATURE PAGE

CITY OF LIVINGSTON

_____

City Manager **Date**

_____

Chief of Police **Date**

MISSOURI RIVER DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FY 2026 – FY 2027

SIGNATURE PAGE

MADISON COUNTY

Commission Chairperson **Date**

Commissioner **Date**

Commissioner **Date**

Sheriff **Date**

County Attorney **Date**

MISSOURI RIVER DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FY 2026 – FY 2027

SIGNATURE PAGE

MEAGHER COUNTY

Commission Chairperson **Date**

Commissioner **Date**

Commissioner **Date**

Sheriff **Date**

County Attorney **Date**

MISSOURI RIVER DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FY 2026 – FY 2027

SIGNATURE PAGE

MONTANA STATE UNIVERSITY - Bozeman

_____

Chief of Police **Date**

_____

Administration and Finance, Vice President **Date**

MISSOURI RIVER DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FY 2026 – FY 2027

SIGNATURE PAGE

PARK COUNTY

Commission Chairperson **Date**

Commissioner **Date**

Commissioner **Date**

Sheriff **Date**

County Attorney **Date**

MISSOURI RIVER DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FY 2026 – FY 2027

SIGNATURE PAGE

SWEETGRASS COUNTY

_____

Commission Chairperson **Date**

_____

Sheriff **Date**

_____

County Attorney **Date**

MISSOURI RIVER DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FY 2026 – FY 2027

SIGNATURE PAGE

CITY OF WEST YELLOWSTONE

_____

City Manager **Date**

_____

Chief of Police and/or Representative **Date**

MISSOURI RIVER DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FY 2026 – FY 2027

SIGNATURE PAGE

Gallatin County

_____

Commissioner Chair **Date**

_____

Commissioner Member **Date**

_____

Commissioner Member **Date**

_____

Sheriff **Date**

_____

County Attorney **Date**

File Attachments for Item:

F. AGREEMENT 20138 WITH TD&H FOR ENGINEERING SERVICES

LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: December 3, 2024

TO: Grant Gager

FROM: Shannon Holmes

RE: Staff Report for View Vista Water and Sewer Improvements Engineering Services

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Recommendation and Summary

Staff is recommending the Commission Approve Professional Services Agreement with TD&H Engineering to provide engineering services for the View Vista Water and Sewer Improvements by adopting the following motion:

"I move to approve Agreement 20138 with TD&H Engineering and authorize the City Manager to sign the Agreement."

The reasons for the recommendation are as follows:

- The View Vista Community completed a Preliminary Engineering Report for water and sewer extensions in 2022.
- The View Vista Community desires to have standard water and sewer connections to each of the mobile home units in the community.

Introduction and History

The View Vista Community became a resident owned community in early 2020. The City of Livingston signed a consecutive services agreement with the View Vista Community in the fall of 2020 to provide support to the Community and comply with the Administrative Rule of Montana Section 17.38.210 to allow the water and sewer system to be excluded from certain testing and sampling requirements. The View Vista Community completed a Water and Sewer Preliminary Engineering Report in 2022. View Vista Community was annexed into the City in November 2023.

Analysis

The View Vista Community desires to have city water and sewer mains extended within the community to provide standard water and sewer connections to each mobile home unit. This extension of water and sewer mains will eliminate all the water leaks within the community and promote water conservation along with eliminating a failing sewer lift station within the community.

Fiscal Impact

The Professional Services Agreement contract amount will be paid by the View Vista Community. The View Vista Community has secured a CBDG grant and is working with the State Revolving Fund (SRF) along with other grants to fund the engineering and construction of the project. The City will be providing Project Management assistance for this project. See attachment D.

Strategic Alignment

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.

Strategy 9.1.2.4 Ensure adequate water supply to meet current and future demand.

Attachments

- Attachment A: Engineering Services Proposal from TD&H
- Attachment B: Professional Services Contract
- Attachment C: Email from Rebecca Heemstra, Neighborworks Montana
- Attachment D: Project Management Plan

234 East Babcock Street
Suite 3
Bozeman, MT 59715

TD&H Engineering

406.586.0277
tdhengineering.com

November 20, 2024

Mr. Shannon Holmes – Public Works Director
City of Livingston
330 Bennett Street
Livingston, MT 59047
Email: Sholmes@livingstonmontana.org

RE: PROPOSAL TO PROVIDE ENGINEERING SERVICES FOR THE VIEW VISTA WATER AND SEWER IMPROVEMENTS PROJECT. LIVINGSTON, MONTANA

Dear Shannon,

Thank you for the opportunity to present this proposal to provide engineering services for the project referenced above. We understand the project consists of installing new water and sewer mains extending from two connection points on the City system to serve the View Vista community. We anticipate realizing efficiency in design, bidding and construction based on previous years' project experience in Livingston. The benefit of efficiency is directly reflected in the costs of services. Our proposed services are outlined on Exhibit A - Scope and Fee Description.

TD&H proposes to complete the tasks identified in the Scope of Work on a time and materials (T&M) basis. The task-based services fee structure for this project is appropriate based on the nature and scope of this time sensitive project. The T&M strategy accounts for varying levels of participation with the residents and funding agencies (CDBG and SRF) during the process and realizing efficiencies and deductive scoping during design. The design and specifications will meet standards for utility contractors and requirements for DEQ approval.

The current total construction cost for water and sewer improvements is estimated at $2,180,660 which is included in the attached Opinion of Probable Cost from the PER for the recommended options. Generally, engineering design services account for approximately 8-10% of the total construction cost. Given our relationship with Livingston and familiarity with completing projects in recent years, TD&H is comfortable with the design fee being at the low end of the standard range (8%) of the estimated total construction cost. Based on our local knowledge, we feel it is reasonable to anticipate some significant efficiencies during design to save the City and affected residents money. The PER used 10% to budget for engineering design costs, so the difference of $43,600 can be allocated to Construction Administration services and ultimately, hopefully, that money can be a savings to the project and the residents.

The estimated fee to complete the services identified in Exhibit A is $174,500 (hourly).

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

Schedule of Hourly Fees		
Task #	**Description**	**Fee**
1	Topographic, Boundary Survey and Easements	$25,000
2	Engineering	$93,500
3	Agency Coordination/Public Engagement	$20,000
4	Project Bidding	$20,000
	Subtotal	**$158,500**
	10% Contingency	**$16,000**
	TOTAL	**$174,500**

At this time, our fee proposal excludes providing additional services outside of those specifically noted on Exhibit A. We have not included any involvement during construction (construction staking, inspection, testing, submittal reviews, construction RFI responses, etc.).

We have the capability of performing all the construction administration services and can provide you with a separate proposal outlining our fee to complete the needed tasks at your request.

ACCEPTANCE

If you wish to modify this scope of work, please contact us at your earliest convenience to discuss how we can best meet your needs. If you find this proposal acceptable, please notify us in writing and we can begin to schedule the work. We would be happy to execute a general services agreement for the design of this project as well.

Thank you for the opportunity to submit this proposal. We appreciate your confidence in our firm, and we look forward to working with you on this project.

Sincerely,

Matt McGee PE
Project Manager
TD&H ENGINEERING

J:\2023\B23-114 City of Livingston On-call Engineering SERVICES\020 CIVIL ON-CALL\VIEW VISTA\CITY OF LIVINGSTON VIEW VISTA WATER AND SEWER DESIGN PROPOSAL LETTER.DOC

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2024, 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 View Vista Water and Sewer Improvements Project (the "Project"), which Project requires certain Civil Engineering Consultant services to be performed in connection therewith.

B. In 2023, the City advertised for Professional Engineering Services using Montana quality-based consultant selection procedures, selected TD&H Engineering, and entered into a Professional Services Agreement (the "November 2023 Agreement") whereby the Engineer agreed to perform Miscellaneous and Tasked Based services for the City.

C. The City now desires to engage Engineer to perform such Task Based professional engineering services in the form of the design for the View Vista Water and Sewer Improvements Project and the Engineer desires to perform the services, all according to the terms and conditions set forth below.

D. The Engineer is engaged in the business of professional engineering, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform Survey, Design and Bidding Services for the Project and is ready, willing and able to undertake and perform the same under the terms and conditions contained in this Agreement.

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

1. 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. (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 fifty-eight thousand five hundred dollars ($158,500.00). There is a ten percent contingency of sixteen thousand dollars ($16,000.00) that will require city approval prior to utilizing for a total contract amount not to exceed of One hundred seventy-four thousand five hundred dollars ($174,500.00) Each specific service the Engineer provides under this Agreement, and the maximum amount the City will pay the Engineer for each, is set forth in Exhibit A.

b. The Engineer may submit monthly requests for payment based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed.

c. In connection with obtaining payment under this Agreement, Engineer agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Engineer assumes responsibility for the late filing of a claim.

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

7. 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. The View Vista Water and Sewer Improvements Project will have Montana Department of Environmental Quality approval and be advertised for bid by May 31, 2025.

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 an third party. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the Engineer from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

20. 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

_____

Grant Gager

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

_____

Name: Matt McGee

Its: Principal

[Exhibit A]

[Scope of Services]

[Exhibit B]

[Work Comp Insurance]

[Exhibit C]

[Other Certificates of Insurance]

EXHIBIT A - SCOPE AND FEE DESCRIPTION

City of Livingston View Vista Water and Sewer Improvements
November 2024

SCOPE OF SERVICES

1. CIVIL SCOPE OF SERVICE

A. View Vista Village Water and Sewer Improvements Design

We understand that our scope of work includes topographical survey including boundary work and utility easements, CAD design work to create construction plans, submitting design to DEQ for approval, and bidding services for water and sewer improvements in the View Vista community. WGM recently completed the View Vista Village Sewer and Water Extension PER to analyze updating the water and sewer mains and services to the development and evaluate which alignment is preferred by residents and the City. We understand the limits of this project and we have attached the conceptual map for reference.

The project includes extending water and sewer mains from existing City infrastructure to serve the existing development. The project limits created in the PER are shown on the attached map.

- Wastewater from each unit will be collected through a new 4-inch gravity service line and routed to a collection system consisting of 8-inch public sewer mains that extend through the access roads within the property. The sewer main will tie into an existing manhole near the northeast portion of the site. Units along the east portion of the property will extend services to the existing main in Sleeping Giant Road.
- New distribution water mains and individually metered services (in pits) will be installed onsite. Public water mains will be installed throughout the access drives within View Vista Village.

The final sewer main alignment recommended in the PER is Option 2, which is shown on the attached map. The final water main alignment in the PER is Option 1.

B. Civil Project Documents

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

1. Topographic/Boundary Survey

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

2. Engineering

   TD&H will design the water and sewer main extensions for the location identified on the PER map. At this time, material quantities are estimated due to not having topographic survey information for the entire project limits. Components of design include:
   - Construction Drawings - Complete Approximately 1,800 LF of Sewer Main and 3,275 LF of Water Main Design.
   - Design Report & DEQ Submittal (not including review fees).
   - Prepare Specifications and Bid Documents.
   - Engineer's Estimate of Probable Construction Costs (EOPCC).
   - Support the City with coordination and creation of an SID.
   - Public meetings during design to remain transparent and communicate the project to residents.

3. Agency Coordination and Public Engagement

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

4. Project Bidding

   After receiving DEQ approval, TD&H will finish preparing bidding documents that will conform to Livingston standards and applicable CDBG requirements, lead a pre-bid meeting, field bidding questions and issue addenda as necessary, and facilitate the bid opening. TD&H will then review the bids for conformance with the specifications and make a formal recommendation for award of the contract.

Assumptions and Exclusions

- The Engineer responsibilities outlined in the View Vista Project Management plan are included in the scope of this proposal.
- We do not anticipate other utility improvements design (e.g. improvements to storm drainage or streets adjacent to the project site).
- The schedule and budget assume we will be allowed to complete a certified checklist for the water & sewer extension and that the City will provide a capacity letter for the future service.
- We have not included extensive time to complete permitting for outside agencies such as MDT.
- We have not included construction staking, materials testing, or construction inspection. We can perform these services and can provide a scope and fee estimate once the project is finalized and the construction schedule is known.

SCHEDULE

1. CIVIL SCHEDULE

   Based on our current schedule, we expect to begin work on this project immediately or when the weather is cooperative for a topographic survey. The updated implementation schedule attached to this proposal is appropriate and in line with the scope of fees described in this proposal.

ATTACHMENTS: **Proposed Improvements Map - Conceptual**
Opinion of Probably Costs (from PER)
Updated Project Implementation Schedule

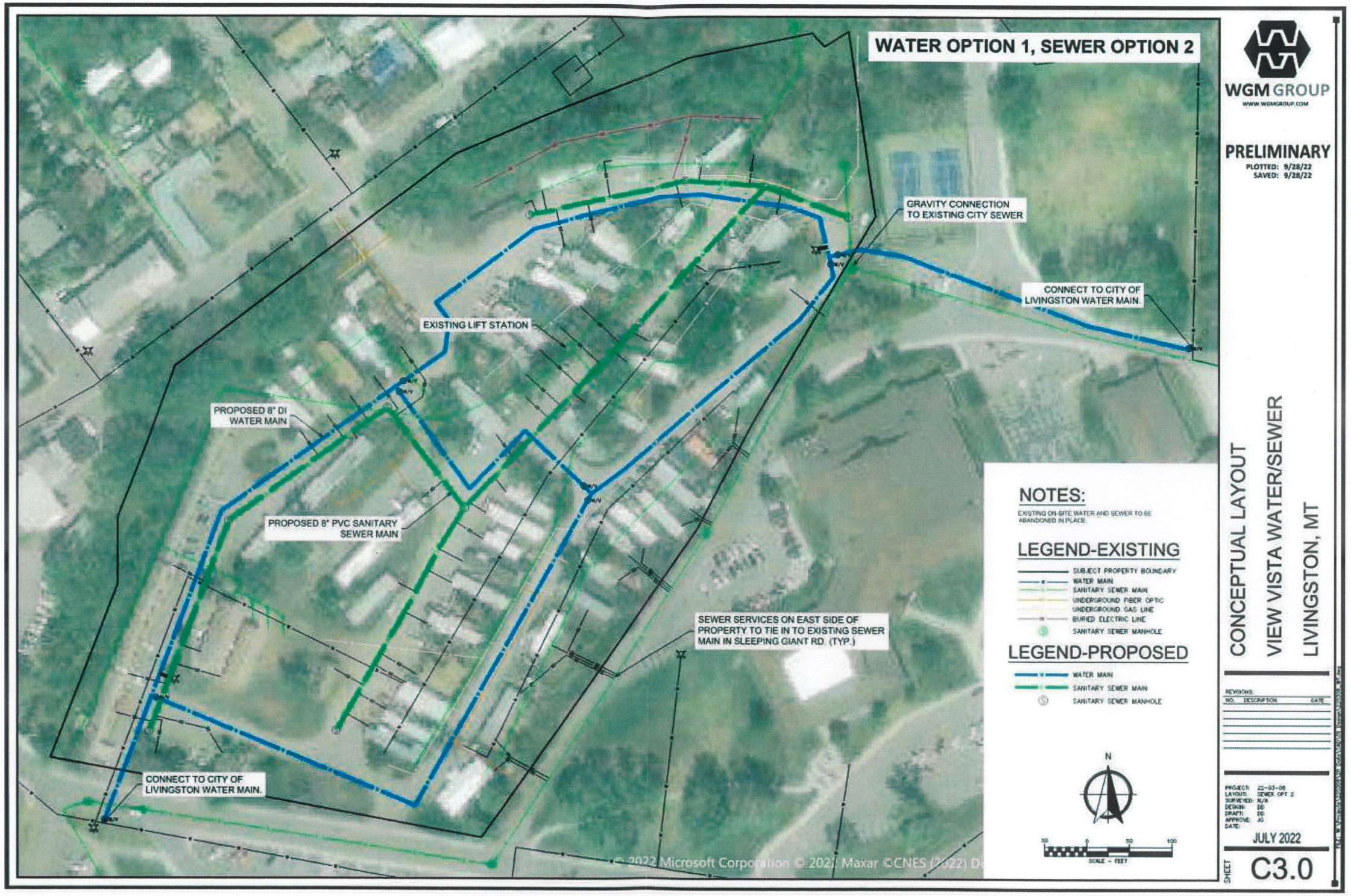

FIGURE I.1: PROPOSED IMPROVEMENTS

OPINION OF PROBABLE COSTS

Project: VIEW VISTA SEWER AND WATER PER
Project No.: 22-03-08
Prepared By: DAD
Approved By: JLG
Date: July 28, 2022
Description: View Vista Water Alternative 1 - Connect to City Water with New Distribution and Metered Services

Item Number	Description	Quantity	Unit	Unit Price	Total
CITY WATER MAIN					
1	Connection to Existing 8" Water Main	2	EA	$ 5,000	$ 10,000
2	8" Water Main	3,275	LF	$ 100	$ 327,500
3	8" MJ Tee	3	EA	$ 2,500	$ 7,500
4	8" Bend	20	EA	$ 1,200	$ 24,000
5	8" Gate Valve w/ Valve Box	6	EA	$ 3,000	$ 18,000
6	Fire Hydrant Assembly	2	EA	$ 10,000	$ 20,000
7	Water Pressure and Bacteriological Testing	1	LS	$ 2,500	$ 2,500
8	Pavement Trench Patch (Includes Gravel Section)_	315	LF	$ 80	$ 25,200
9	Replace Existing Gravel (1.5" Minus, 6" Thick Roadway Surface)	2,960	LF	$ 14	$ 41,440
10	Re-Landscaping	1	LS	$ 1,000	$ 1,000
11	Plug & Abandon Existing Water Main	7	EA	$ 600	$ 4,200
12	6" Water Main (Hydrant Leads)	30	LF	$ 90	$ 2,700
13	6" Gate Valve w/ Valve Box	2	EA	$ 2,500	$ 5,000
	SUBTOTAL				**$ 489,040**
HOUSE CONNECTIONS					
14	1" Water Service Connection to Main (Incl Saddle, Corp. Stop, Labor)	59	EA	$ 500	$ 29,500
15	1" C800 PE Water Service	2210	LF	$ 50	$ 110,500
16	1" Curb Stop with Curb Box	59	EA	$ 700	$ 41,300
17	Residential Meter Pit	59	EA	$ 1,500	$ 88,500
18	Re-Landscaping	1	LS	$ 10,000	$ 10,000
	SUBTOTAL				**$ 279,800**
MISCELLANEOUS					
19	Mobilization	1	LS	$ 75,000	$ 75,000
20	Temporary Water Service	1	LS	$ 59,000	$ 59,000
21	Traffic Control	1	LS	$ 5,000	$ 5,000
22	Erosion Control	1	LS	$ 2,500	$ 2,500
23	Construction Material Testing	1	LS	$ 15,000	$ 15,000
24	Permits/Bonds/Insurance (3%)	1	LS	$ 23,065	$ 23,070
	SUBTOTAL				**$ 179,570**
	CONSTRUCTION SUBTOTAL				**$ 948,410**
25	Inflation Factor (2% for 3 years)	1	LS	$58,050	$ 58,060
26	Contingency (15%)	1	LS	$ 200,322	$ 200,330
	CONSTRUCTION TOTAL				**$ 1,206,800**
PROFESSIONAL SERVICES					
27	Engineering Design and Construction Administration				$ 241,360
28	Grant Administration and Audit (3%)				$ 36,204
	SUBTOTAL				**$ 277,564**
	CAPITAL COSTS TOTAL				**$ 1,484,364**

OPINION OF PROBABLE COSTS

WGMGROUP

Project: VIEW VISTA WATER AND SEWER PER
Project No.: 22-03-08
Prepared By: DAD
Approved By: JLG
Date: July 28, 2022
Description: View Vista Sewer Alternative 2 - Gravity Connection to City Sewer and Utilitizing Existing Sewer Main in Sleeping Giant Rd.

Item Number	Description	Quantity	Unit	Unit Price	Total
CITY SEWER MAIN					
1	8" Dia. PVC Sewer Main	1,800	LF	$ 100	$ 180,000
2	4' Dia. Manhole	10	EA	$ 4,000	$ 40,000
3	Sawcut and Replace Existing Asphalt	210	LF	$ 85	$ 17,850
4	Replace Existing Gravel (1.5" Minus, 6" Thick Roadway Surface)	1,800	LF	$ 14	$ 25,200
5	Connect to Existing Sewer Manhole	1	EA	$ 5,000	$ 5,000
6	Re-Landscaping	1	LS	$ 1,000	$ 1,000
7	Sewer Main Testing	1	LS	$ 3,000	$ 3,000
	SUBTOTAL				**$ 272,050**
HOUSE CONNECTIONS					
8	Abandon Existing Main & Services	1	LS	$ 5,000	$ 5,000
9	Connect Service To Existing House	59	EA	$ 2,000	$ 118,000
10	4" Sch 40 Service Line	2,710	LF	$ 50	$ 135,500
11	Re-Landscaping	1	LS	$ 10,000	$ 10,000
12	Sewer Service Tap At Proposed Main	46	EA	$ 500	$ 23,000
13	Sewer Service Tap At Existing Main	13	EA	$ 1,000	$ 13,000
	SUBTOTAL				**$ 304,500**
MISCELLANEOUS					
14	Mobilization	1	LS	$ 75,000	$ 75,000
15	Temporary Water Service	1	LS	$ 59,000	$ 59,000
16	Traffic Control	1	LS	$ 5,000	$ 5,000
17	Erosion Control	1	LS	$ 2,500	$ 2,500
18	Construction Material Testing	1	LS	$ 30,000	$ 30,000
19	Permits/Bonds/Insurance (3%)	1	LS	$ 17,297	$ 17,300
	SUBTOTAL				**$ 188,800**
	CONSTRUCTION SUBTOTAL				**765,350**
20	Inflation Factor (2% for 3 years)	1	LS	46,846	46,850
21	Contingency (15%)	1	LS	161,653	161,660
	CONSTRUCTION TOTAL				**973,860**
PROFESSIONAL SERVICES					
22	Engineering Design and Construction Administration				$ 194,772
23	Grant Administration and Audit (3%)				$ 29,216
	SUBTOTAL				**$ 223,988**
	CAPITAL COSTS TOTAL				**$ 1,197,848**

Project Implementation Schedule
View Vista Water and Sewer Improvement Project

Updated November 20, 2024

	Q4, 2024	QUARTERS, 2025				QUARTERS, 2026				Q1, 2027
TASK	OND	1st JFM	2nd AMJ	3rd JAS	4th OND	1st JFM	2nd AMJ	3rd JAS	4th OND	OND
PROJECT DESIGN										
Survey	X									
Commence Final Design		X								
Complete Project Design		X								
Submit Plans to DEQ			X							
Prepare Bid Documents				X						
Finalize Acquisition				X						
ADVERTISEMENT FOR CONSTRUCTION BID										
Review Contract Requirements				X						
Public Bid Advertisement				X						
Open Bids & Examine Proposal				X						
Request Contractor Debarment Review				X						
Recommend Contractor and Award Bid					X					
Conduct Preconstruction Conference					X					
Issue Notice to Proceed to Contractor					X					
PROJECT CONSTRUCTION										
Begin Construction						X				
Monitor Engineer & Contractor						X	X	X	X	
Conduct Labor Compliance Reviews						X	X	X	X	
Hold Construction Progress Meetings						X	X	X	X	
Final Inspection & Substantial Completion									X	
PROJECT CLOSE-OUT										
Submit Final Drawdown										X
Project Completion Report										X
Contract End Date										X

Grant Gager

From: Rebecca Heemstra <rheemstra@nwmt.org>
Sent: Monday, November 25, 2024 11:50 AM
To: Shannon Holmes; Danielle Maiden; Paige Fetterhoff; Grant Gager; Adam Ballew
Cc: Matt McGee
Subject: Re: View Vista Update

Good morning, Shannon,

The board voted to approve the use of their Line of Credit to fund the project until CDBG funds are available. Please continue to move forward!

Thank you,
Rebecca

From: Shannon Holmes <sholmes@livingstonmontana.org>
Sent: Monday, November 25, 2024 11:45 AM
To: Danielle Maiden <dmaiden@nwmt.org>; Paige Fetterhoff <pfetterhoff@livingstonmontana.org>; Grant Gager <ggager@livingstonmontana.org>; Adam Ballew <aballew@livingstonmontana.org>
Cc: Rebecca Heemstra <rheemstra@nwmt.org>; Matt McGee <Matt.McGee@tdhengineering.com>
Subject: RE: View Vista Update

Good morning Danielle and Rebecca,

What was the outcome of the board decision on moving forward with the engineering? I have the ability to put together the paperwork necessary for the December 3rd City commission meeting if there is confirmation of dedicated funding.

Please let me know how you would like to proceed?

Thanks!

LIVINGSTON MONTANA

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: Shannon Holmes
Sent: Wednesday, November 20, 2024 9:16 AM
To: 'Danielle Maiden' <dmaiden@nwmt.org>; Paige Fetterhoff <pfetterhoff@livingstonmontana.org>; Grant Gager <ggager@livingstonmontana.org>; Adam Ballew <aballew@livingstonmontana.org>

Cc: Rebecca Heemstra <rheemstra@nwmt.org>; Matt McGee <Matt.McGee@tdhengineering.com>
Subject: RE: View Vista Update

Danielle,

Good morning,

I spoke with Matt at TD&H, they can start on the survey (weather permitting) after Thanksgiving. I will have Matt update the proposal from April and schedule for survey and design.
If Grant agrees, we could have a professional services contract on the December 3rd City commission agenda for this project.

Please let me know if anyone has questions on the design proposal and schedule?

I have also attached two exhibits for water connections for the Sleeping Giant Community. I welcome your comments.

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: Danielle Maiden <dmaiden@nwmt.org>
Sent: Tuesday, November 19, 2024 3:36 PM
To: Shannon Holmes <sholmes@livingstonmontana.org>; Paige Fetterhoff <pfetterhoff@livingstonmontana.org>
Cc: Rebecca Heemstra <rheemstra@nwmt.org>
Subject: View Vista Update

Hi Shannon & Paige,

View Vista does have funds available to pay for the engineering costs while we await the SRF going into place. The Board is going to meet on Thursday and vote on whether or not to proceed with the design work and get reimbursed once the SRF loan is in place. Once we have the commitment from them we will share that with your team.

Because of this, could TD&H move forward with topo in the next few weeks or do they need the subdivision to be completed to get that work done?

Thank you,
Danielle

Danielle Maiden | Cooperative Housing Director
NeighborWorks Montana
dmaiden@nwmt.org | nwmt.org
406-407-6444

Please Note: My typical office hours are 8am-4pm M-F; however, we work flexibly. If you have received an email from me outside of normal business hours, please do not feel obligated to reply outside of your normal work schedule. I aim to respond to all emails within 24-48 hours of receipt.

View Vista Project Management Plan

The City of Livingston is an incorporated City with a Commission form of government. The following persons will have lead responsibility for administering the City's Community Development Block Grant (CDBG) grant.

Grant Gager, the City's Manager, will have responsibility for all official contacts with the Montana Department of Commerce (Commerce) and ultimate authority and responsibility for the management of project activities and expenditure of CDBG funds.

Paige Fetterhoff, the City's chief financial officer, will be designated as the *Financial* Officer and will be responsible for management of, and record keeping for, the CDBG funds involved in the financing of this project.

Shannon Holmes, the City's Public Works Director, will be designated as *Project Manager* and be responsible for overall project management and reporting and for assuring compliance with applicable requirements.

The City Attorney, as the city's legal counsel, will provide legal guidance as requested and help determine the lowest responsible, responsive bidder.

TD&H, The Project Architect/Engineer, will be responsible for construction-related activities including preparation of preliminary studies and designs, final design plans and specifications, as well as construction inspection.

A. The ***Project Manager*** will be responsible for:

1. Familiarity with the current *Grant Administration Manual* and its requirements and for assuring compliance with the CDBG contract and with CDBG policies for project activities and administration.

2. Preparing any additional environmental review to assure full compliance with the National and Montana Environmental Policy Acts, including meeting any applicable environmental requirements and documenting any mitigating actions or additional consultation is completed pursuant to the findings of the environmental review.

3. Documenting compliance with applicable civil rights requirements.

4. Assisting the city with all requirements related to effective project start-up and maintaining compliance with the implementation schedule attached to the contract.

5. Assisting the city with procuring professional services and/or a general contractor.

6. Monitoring and enforcing compliance with labor standards requirements.

7. Documenting compliance with URA requirements, as applicable.

8. Preparing all required performance reports and closeout documents.

B. The ***Project Architect/Engineer*** will be responsible for:

1. Designing architectural and/or engineering plans necessary for successful completion.

2. Preparation of the construction bid package in conformance with applicable CDBG requirements.

3. Overseeing construction bidding and award process, including the preparation of the advertisements for bid solicitation, the bid opening, and helping determine the lowest responsible, responsive bidder in coordination with the city's legal counsel.

4. Conducting the pre-construction conference.

5. Supervision of the construction work and preparation of inspection reports.

6. Reviewing and approving all requests from contractors for payment and submitting the approved requests to the Project Manager.

C. *The* ***Financial Officer*** will be responsible for:

1. Establishing the non-interest bearing CDBG bank account and making CDBG-eligible payments to vendors on behalf of the city, based on claims and supporting documents. Ensuring balances in that account will not exceed $5,000 for a period of three days, to comply with CDBG requirements.

2. Disbursing funds in accordance with the city's established procedures for reviewing claims.

3. Entering all project transactions into the city's existing accounting system, and preparing checks/warrants for approved expenditures.

4. Ensuring all Requests for Reimbursement are signed by authorized representatives.

5. Ensuring no expenditures will be made without proper city approval.

File Attachments for Item:

A. PRESENTATION OF CITY OF LIVINGSTON ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2024

LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: December 3, 2024
TO: Chair Kahle and City Commissioners
FROM: Paige Fetterhoff
RE: Staff report for the City of Livingston ACFR for the fiscal year ended June 30, 2024

Recommendation and Summary
Staff is recommending the Commission accept the FY 24 Annual Comprehensive Financial Report.

"I move to accept the FY 24 Annual Comprehensive Financial Report"

The reasons for the recommendation are as follows:

- Montana Code 2-7-503 requires local governments to have an audit every two years. Providing an audit annually assures a higher level of financial management and fiscal responsibility.

Introduction and History
Montana Code 2-7-503 states:

The governing body or managing or executive officer of each local government entity receiving revenue or financial assistance in the period covered by the financial report that is in excess of the threshold dollar amount established by the director of the office of management and budget pursuant to 31 U.S.C. 7502(a)(3), regardless of the source of revenue or financial assistance, shall cause an audit to be made. The audit may cover the entity's preceding 2 fiscal years and must commence within 9 months from the close of the last fiscal year of the audit period. The audit must be completed and submitted to the department for review within 1 year from the close of the last fiscal year covered by the audit.

Analysis
Amaticas CPA group has completed the audit for FY 24 and has provided a summary. No audit findings were identified as a result of these procedures.

Fiscal Impact
The cost of the annual audit has been included in the budget.

Attachments

- Attachment A: 2024 Annual Comprehensive Financial Report

AMATICS
CPA GROUP

45 Discovery Dr.
Bozeman, MT 59718

P 406.404.1925
F 406.404.1926

December 3, 2024

City Commissioners and City Manager
City of Livingston, Montana

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Livingston, Montana for the year ended June 30, 2024. Professional standards require that we provide you with the following information related to our audit.

Our Responsibilities under U.S. Generally Accepted Auditing Standards and *Government Auditing Standards*
As stated in our engagement letter dated October 11, 2024, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we considered the City's internal control. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we performed tests of the City's compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with such provisions was not an objective of our audit.

Planned Scope and Timing of the Audit
We performed the audit according to the planned scope and timing previously communicated to you in our meeting about planning matters on October 13, 2024.

Significant Audit Matters
Qualitative Aspects of Accounting Practices
Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Livingston are described in Note 1 to the financial statements. As described in Note 1 to the financial statements the City adopted accounting GASB Statement No. 100, *Accounting Changes and Error Corrections*, in fiscal year 2024. The implementation of this standard did not have a material effect on the City's financial statements. The application of existing policies was not changed during the year ended June 30, 2024. We noted no transactions entered into by the City during the years for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The most sensitive estimates affecting the financial statements were: Capital assets' useful lives, potential impairments, and depreciation. Other post-employment healthcare benefits are based on management's estimates used in the actuarial calculation of this liability. The City's proportionate share of the net pension liability is based on estimates used in the actuarial calculation for the entire pension plan and the allocation of the City's proportionate share of that liability. We evaluated the key factors and assumptions used to develop these estimates in determining that the balances are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were the summary of significant accounting policies in Note 1, debt service requirements for long-term debt in Note 7, post-employment benefits other than pensions in Note 10, and net pension liability in Notes 11 to 14.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 3, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or, a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management's discussion and analysis, schedules of changes in total other post-employment benefits liability and related ratios, schedules of proportionate share of the net pension liability for PERS, MPORS, and FURS, schedule of contributions for PERS, MPORS, and FURS, and budgetary comparison schedules – general fund and major special revenue funds, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual nonmajor fund financial statements and budget and actual schedules – nonmajor funds, which accompany the basic financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory section and the statistical section, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Restriction of Use

This information is intended solely for the use of management and City Commission of the City of Livingston and the Montana Department of Administration and is not intended to be, and should not be, used by anyone other than these specified parties.

Respectfully submitted,

Amatics CPA Group

Bozeman, Montana

File Attachments for Item:

B. PRESENTATION OF STORMWATER UTILITY FEASIBILITY STUDY

LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: December 3, 2024

TO: Chair Kahle and City Commissioners

FROM: Grant Gager, City Manager

RE: Staff Report for Stormwater Utility Feasibility Study

Recommendation and Summary

Staff is presenting a draft of the Stormwater Utility Feasibility Study to the City Commission for its review and comment. The Commission may direct the City Manager to pursue the recommendations of the study with the following motion:

"I move to receive and file the stormwater feasibility study and direct the City Manager to pursue the recommendations in the study."

The reasons for the recommendation are as follows:

- The City of Livingston has previously completed a Preliminary Engineering Report for a Stormwater Drainage System.
- City Staff has worked with Headwaters Economics and AE2S on a feasibility study assessing a stormwater utility and the study is completed.

Introduction and History

The Livingston City Commission has indicated a desire to evaluate the creation of a mechanism to manage stormwater in Livingston in preparation for regulatory requirements requiring treatment of stormwater. In April 2023, the City Engineer presented the findings of the Preliminary Engineering Report to the City Commission.

In November 2023, the City Commission approved a data sharing agreement with Headwaters Economics to receive access to certain flood related data. While working with Headwaters on the flood data, the City team became aware of an opportunity to have a stormwater utility feasibility study performed by AE2S and Headwaters through grant funding. Since late spring, the City has worked with AE2S and Headwaters on the feasibility study.

Analysis

The feasibility study provides analysis and recommendation regarding the creation of a stormwater utility by the City of Livingston.

Fiscal Impact

There is no fiscal impact to this presentation. The presentation was created with grant funds.

Strategic Alignment

Growth Policy Strategy 9.1.2.2. encourages the City to “explore the creation of a stormwater utility” while Strategy 9.1.2.1. encourages the City to “reduce the risk of flooding and pollution threats through proactive and innovate stormwater management programs.”

Attachments

- Attachment A: Draft Stormwater Feasbility Study
- Attachment B: Powerpoint Presentation

LIVINGSTON
MONTANA

- CITY OF LIVINGSTON -

STORMWATER UTILITY FEASIBILITY STUDY

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in partnership with:

HEADWATERS ECONOMICS

AE2S NEXUS
The Financial Link

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Stormwater Utility Feasibility Study

For

September 2024

Report Prepared By:

Kayla Mehrens and Jacob Strombeck

Project Number: P16320-2024-001

Advanced Engineering and Environmental Services, LLC

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Contributing Partners

This Stormwater Utility Feasibility Study was completed as a collaboration between Headwaters Economics and the City of Livingston. Headwaters Economics is a nonprofit organization based in Bozeman, Montana. Through their FloodWise Community Assistance program, they work with communities to help them be more resilient to floods. Individual Study contributors include:

- Bridget Mitchell P.E., FloodWise Community Assistance Lead, Headwaters Economics
- Kirstin Smith Ph.D., FloodWise Lead Research and Policy Analyst, Headwaters Economics
- Grant Gager, City Manager, City of Livingston
- Shannon Holmes P.E., Public Works Director, City of Livingston
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Table of Contents

1. Introduction 1
1.1. Study Purpose 1
1.2. Stormwater Utility Goals 2
2. Basis of Planning 4
2.1. Population Projections 4
2.2. Demographics 4
2.3. Utility Accounts 5
2.4. Stormwater Assets 5
3. Revenue Requirements 6
3.1. Operating Costs 7
3.2. Capital Costs 9
3.3. General Fund Services 10
3.4. Reserves 11
3.5. Revenue Requirement 11
3.6. Enterprise Fund Comparison 12
4. Revenue Generation 12
4.1. Rate Structures 12
4.2. Data Limitations 14
4.3. Approach #1 - Flat Rate 17
4.4. Approach #2 - Impervious Area 18
4.5. Approach #3 - Impervious Area plus Parcel Area 19
4.6. Alternative Funding Sources 21
4.7. Update Process 22
5. Recommendations 23

List of Figures

Figure 1: Varying Elements Comprising a Typical Utility Revenue Requirement 6
Figure 2: First-Year Stormwater Utility Revenue Requirement 11
Figure 3: Utility Revenue Requirement Comparison 12
Figure 4: Example Best-Practice Stormwater Rate Structures 13

DRAFT

Figure 5: Example Data Limitation Using Building Footprints 15
Figure 6: Customer Class Coding Process..... 16
Figure 7: Estimated Monthly Rates Using a Flat Rate Approach..... 18
Figure 8: Estimated Monthly Rates Using an Impervious Area Approach..... 19
Figure 9: Estimated Monthly Rates Using an Impervious Area Plus Parcel Area Approach 21

List of Tables

Table 1: Population Projections from the Montana Department of Commerce.....4
Table 2: Customer Utility Accounts 5
Table 3: Stormwater Infrastructure Assets.....5
Table 4: Estimated Operating Revenue Requirements 7
Table 5: Stormwater Utility Equipment Inventory.....8
Table 6: Estimated Annual Equipment Costs.....8
Table 7: Stormwater Utility Capital Improvement Plan (CIP).....9
Table 8: Five-Year Proposed Stormwater Utility CIP..... 10
Table 9: Median Parcel Size Ratios 17

DRAFT

1. Introduction

The City of Livingston (City) owns and operates a stormwater system that collects rain runoff and snowmelt from urban surfaces and conveys it to a variety of local waterways, such as Fleshman Creek and the Yellowstone River. Its primary purpose is to mitigate roadway and property flooding during rain and snowmelt events.

Stormwater systems play a vital role in protecting community safety and environmental health. As these systems age, there is often an increased need to maintain, repair, and replace key infrastructure components, such as pipes, inlets, and manholes, as they start to deteriorate. Unfortunately, a historical lack of attention to stormwater systems is a systemic issue across the country and is not unique to the City or in Montana at large.

Locally, most of the City's stormwater infrastructure was installed several decades ago and is undersized. There is also minimal stormwater infrastructure installed on the north side of the railroad tracks and only one connection (underpass) from the north to the south side of the City, causing substantial flooding challenges.

For many, stormwater issues are often managed on a reactive basis, and funding for work typically comes from non-dedicated municipal revenue sources, such as wastewater funds or street budgets. Further, stormwater programs typically lack staff and equipment resources, and this results in a large accruement of deferred infrastructure maintenance and repair needs over time.

A common solution to these challenges is for cities to work with their residents and policymakers to develop a Stormwater Utility. Stormwater Utilities create a consolidated programmatic structure and dedicated revenue source to fund critical services and infrastructure maintenance and repair.

Recently, the 'Big Seven' cities in Montana (i.e., Billings, Missoula, Helena, Great Falls, Bozeman, Butte, and Kalispell) have developed standalone Stormwater Utilities to provide increased services. Within the last few years, other agencies in Montana have started following their lead since they also have issues and limited funding capacity to complete needed improvements. Local examples include the City of Belgrade and Gallatin County, who are both exploring ways to add enhanced stormwater services.

1.1. Study Purpose

Over the last six years, the City has taken several proactive steps to better understand the condition and overall needs of its stormwater system, including commissioning several engineering studies and reports. Given the scale of identified challenges through these efforts, City leaders opted to commission this Stormwater Utility Feasibility Study (Feasibility Study), in partnership with Headwaters Economics, to develop key information that can be used to assess whether developing a Stormwater Utility is the right choice for their community.

This Feasibility Study builds off the prior technical work and aims to answer the following questions:

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- ✓ What stormwater services would the City like to complete, and how much will this work cost annually?
- ✓ What are common stormwater utility rate structures and how may they be used to pay for the City's sought-after services?
- ✓ What scale of monthly fees would result from these varying utility rate structures for differing customer classes (i.e., commercial, multi-family, and single-family properties)?

This Feasibility Study's intent is not to provide formal directions to the City. Instead, its purpose is to inform staff, policymakers, and the public of the opportunities, challenges, and options that exist related to implementing a Stormwater Utility based on best practices tailored to City needs.

1.2. Stormwater Utility Goals

Stormwater Utilities are an equitable solution to funding drainage and water quality needs; however, they can vary widely in scope and scale when compared across communities in Montana and across the region. Nuances exist regarding the amount and type of stormwater infrastructure that requires management, and what the local communities' goals are related to environmental impacts. Through the course of the Feasibility Study, three primary goals became apparent for the City, which are discussed in the following section.

Goal #1 - Mitigating Urban Flooding

Poorly maintained, undersized and broken stormwater infrastructure poses a risk to the wellbeing of residents and property. When stormwater systems do not drain or function properly, urban runoff can flood roads, sidewalks, parking areas, and, in worst-case scenarios, private properties. It is important that cities ensure their stormwater systems are in working order and effectively drain during rainfall and snowmelt events.

There are several areas of the City where urban flooding is a substantial concern at present with notable impacts occurring to resident daily life, including roadway mobility and public safety. Regular stormwater system inspection, maintenance, and repair are a few common activities that can mitigate the risk of urban flooding. In some cases, larger capacity expansion and replacement projects are warranted to alleviate flooding issues. These projects can include replacing old and undersized pipes or installing new drainage systems in areas lacking infrastructure.

The City completes urban flood mitigation efforts on an opportunistic and reactive basis currently; however, the City desires to be more proactive in their efforts given the increasing community impacts.

It is important to clarify that urban flooding is different than natural system flooding caused by the swelling of flood-prone waterways, such as the Yellowstone River during spring runoff. Projects addressing this type of natural system flooding are outside the purview of this Feasibility Study.

Goal #2 - Improving Water Quality

Given the direct connection that stormwater systems establish between hardened urban landscapes (i.e., rooftops, roadways, parking areas, etc.) and local waterways, runoff poses a risk

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to the health of these natural systems and their aquatic life. Urban areas accumulate a plethora of pollutants, such as nutrients, E. coli, trash, and metals, from resident daily life and they often get flushed through stormwater systems and into local waterways during rain events.

Conducting street sweeping, vacuuming accumulated debris from infrastructure, installing treatment units, and educating residents on best practices are a few common activities that work in tandem to improve water quality.

The City is adjacent to some of the most prized and renowned waterways in Montana. These resources are one of the many reasons residents and tourists live and travel to the area. Given this, the City seeks to increasingly make water quality improvements within its stormwater system to lessen its impact on these critical natural resources, especially as growth occurs.

Several successful water quality-based projects have been completed in the last few years; however, additional improvements are desired but challenges regarding high project costs and a lack of reliable project funding exist.

Goal #3 – Complying with Regulatory Requirements

Larger municipalities (over 10,000 people) are required to comply with state and federal laws regarding stormwater discharges. These requirements are a component of the Montana Pollutant Discharge Elimination System (MPDES) permitting program managed by the Montana Department of Environmental Quality (MDEQ).

One of the specific permits related to stormwater runoff is the Municipal Separate Storm Sewer System (MS4 Permit), which requires cities to implement a variety of programs annually to reduce their impacts on local waterways. Required activities include construction site permitting and inspections, water quality sampling, and community engagement initiatives.

MS4 Permits can be costly to comply with and typically warrant full-time staff to manage on an annual basis. The City is not an MS4 at present; however, it expects to be permitted by MDEQ in the next decade. Section 17.30.1102 of the Administrative Rules of Montana (ARM) defines the trigger point for cities to become an MS4 as the following… "small MS4s serving a population of at least 10,000 as determined by the latest decennial census…"

Given uncertainties regarding population growth and timing, costs arising from MS4 Permit coverage were not factored into the Feasibility Study; however, the City will need to plan for costs associated with new staff resources (0.5-1 Full Time Employees), recurring permit fees ($4,000-$8,000/year), and sampling and analysis lab costs ($10,000 per year) when the City becomes permitted under the program.

Beyond future MS4 Requirements, the City manages an Industrial Stormwater Permit for its Water Reclamation Facility (WRF). This MDEQ-regulated permit requires the City to complete a variety of inspections, sampling activities, and training annually. Costs for these activities are paid for by various non-dedicated revenue sources currently; however, they could be integrated into the Stormwater Utility to alleviate the cost burden on these funding sources.

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2. Basis of Planning

Establishing a Basis of Planning is an important Feasibility Study component that documents existing conditions from which assumptions can be made and analysis completed. Section 2.0 details key data points that were collected and used in the following report sections.

2.1. Population Projections

Based on data acquired from the Montana Department of Commerce, the City's 2024 population is 8,908 people. Using a .64% Annual Growth Projection, Commerce estimates that the City will reach a population of approximately 9,315 people by the year 2030 and 9,929 by the year 2040.

This population estimate provides important context related to planning around Goal #3 listed in Section 1.2. Population growth is hard to predict and can be based on several factors in and outside of the City's control. Given this, it is recommended that the City monitor population growth and regularly reassess their plans for compliance with regulatory requirements. Table 1 displays Commerce's population projections as of September 2024 for the City based on actual average annual growth data sourced from the US Census Bureau for the period of 2000 to 2023.

Table 1: Population Projections from the Montana Department of Commerce

Calendar Year	Growth Rate[1] (%)	Population Projection[2]
2025	0.64%	9,022
2030	0.64%	9,315
2035	0.64%	9,617
2040	0.64%	9,929
2045	0.64%	10,251
2050	0.64%	10,583

[1] Data source: https://commerce.mt.gov/Data-Research/Research/People-Housing/Population
[2] Actual average annual growth data from 2000 to 2023 from the US Census Bureau

The City completed a Livingston Growth Policy in 2021. In that report, 1% and 2% growth projections were completed, resulting in 2030 population estimates of 8,703 and 9,699 people, respectively. These estimates align relatively well and add confidence to Commerce's projections.

2.2. Demographics

The Montana Department of Commerce also maintains an inventory of income data for communities in Montana using a 2015-2019 U.S. Census Bureau's American Communities Survey data set. Based on this data, the City's Median Household Income (MHI) is $46,097, with 14.5% of the City living in poverty. These demographic data points are important when assessing overall rate affordability and can also be useful when seeking external funding, such as state loans and grants.

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2.3. Utility Accounts

The City has 4,089 utility accounts at present, with 81% of them being single-family residential customer classes and the remainder being a combination of multi-family, governmental, and commercial properties.

The City's Finance Department has existing workflows to track water usage and bill these utility accounts for water and wastewater services using Caselle, which is a common enterprise billing software. Table 2 provides a listing of accounts detailed by customer class.

Table 2: Customer Utility Accounts

#	Customer Class	Total Accounts[1] (#)	Percentage of Total Accounts
1	Single-Family Residential	3,309	81%
2	Commercial and Governmental	388	9%
3	Multi-Family Residential	186	5%
4	Vacant Land	206	5%
	Total:	*4,089*	*100%*

[1] *Account totals acquired from the City's Billing Database in May 2024.*

2.4. Stormwater Assets

The City owns and is responsible for the maintenance, repair, and eventual replacement of 421 stormwater infrastructure assets, including inlets, manholes, and outlet pipes. As community growth occurs, the City expects this total to increase, especially as the construction of new roads, subdivisions, Planned Unit Developments (PUD), and improvement of areas currently without infrastructure occurs. Table 3 provides a listing of the City's existing stormwater infrastructure assets detailed by type and count.

Table 3: Stormwater Infrastructure Assets

#	Asset Class (Type)	Total Assets[1] (#)
1	Manholes	106
2	Outlets	32
3	Inlets	283
4	Water Quality Treatment Units	1
	Total:	*422*

[1] *Asset data acquired from the City's GIS Database in May 2024.*

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The City also owns and manages approximately eight (8) miles of storm sewer pipe, ranging from 4" to 48" in diameter. The oldest portion of these pipes have been in the ground for over 75 years and are nearing the end of their useful life. Limited information exists regarding the age, material, and condition of the City's storm sewer pipes at present; however, field knowledge provided by the City concluded that most of the stormwater system likely requires some form of maintenance, repair, and replacement, ranging from spot repairs to total replacements.

The City's storm sewer pipe network is smaller than its wastewater collection and water distribution systems; however, similar issues and costly needs exist. For comparison, the City has 50 miles of sanitary sewer pipe and 60 miles of water pipe.

3. Revenue Requirements

Determining an annual revenue requirement is a process that projects the total annual costs necessary for a utility to provide its essential levels of service. This process is longstanding and commonplace for established municipal utilities, such as water and wastewater systems. In most cases, revenue requirements remain relatively stable year-to-year, but may see increases when adding staff, planning for inflation, and implementing changes to provided levels of services.

For new utilities, such as the City's proposed Stormwater Utility, establishing a revenue requirement can be challenging since there are not several years of historical data to compare and base budget estimates. Given this, developing a revenue requirement for a new utility requires a detailed review of several areas to align community goals (i.e., those discussed in Section 1.2) with the costs involved in working towards their achievement over time.

In general, four common types of revenue requirements exist for public utilities, including operating expenses, capital projects, general fund services, and reserves. Figure 1 provides an overview of these components, and the scale of need and associated costs required for the Stormwater Utility are discussed in the following section.

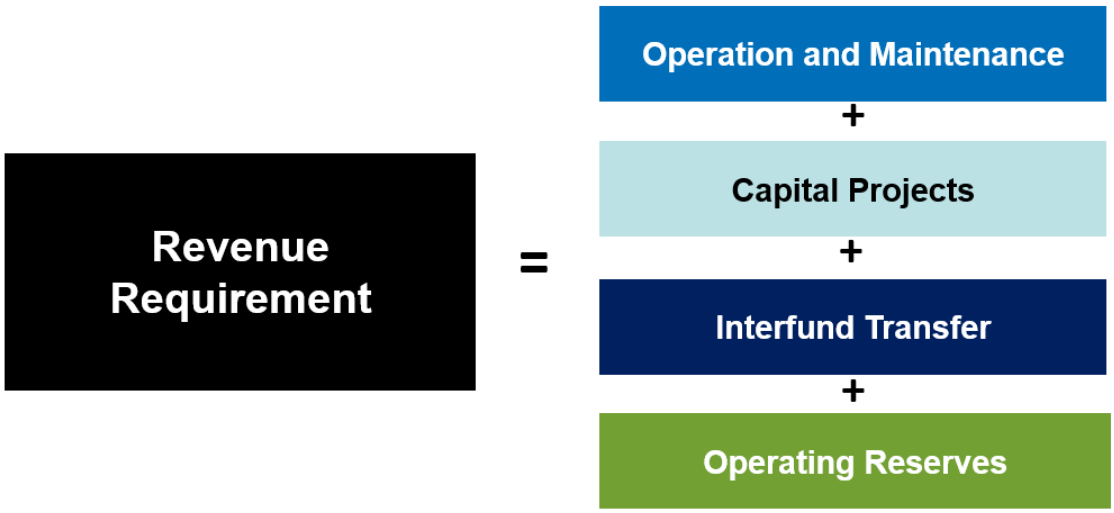

Figure 1: Varying Elements Comprising a Typical Utility Revenue Requirement

3.1. Operating Costs

Operating costs include the costs of a utility that are required to conduct day-to-day business activities, such as funding staff salaries, buying computers and equipment, and furnishing supplies. As noted above, arriving at these costs for a new utility is challenging given the lack of past data.

The approach used was to conduct a comparative analysis using the City's existing wastewater system and its associated annual operating budget. Individual budget line items were reviewed and assessed for their applicability to the Stormwater Utility. Given that the City's stormwater system is about 1/5th the size of its wastewater system, 20% of the wastewater systems budget line-item costs were used as the standard assumption, with some specific modifications based on consultation with the City. This approach resulted in an operating revenue requirement of $180,501 per year, which is summarized in Table 4.

Table 4: Estimated Operating Revenue Requirements

#	Budget Detail	Estimated Annual Cost ($)
1	One full-time operations employee, including insurance and benefits	$90,137
2	Professional services for project and development external engineering assistance	$20,000
3	Share of Public Works Director personnel costs (1/6th)	$15,947
5	Insurance	$19,080
6	Fuel, parts, supplies, materials, uniforms, utilities, and small tools	$35,338
	Total:	*$180,502*

Another essential component of operating costs includes the purchase of equipment necessary to complete infrastructure inspection, maintenance, and repair activities. It is common for new utilities to utilize refurbished equipment and share resources with other divisions to save initial startup costs; however, certain equipment is sometimes required, and purchase is necessary.

An equipment inventory was completed with the City that resulted in a decision to dedicate a portion of purchase costs related to a new vacuum truck and street sweeper to the Stormwater Utility. The rest of the equipment reviewed is planned to be acquired through repurposing or sharing with other City Divisions. The results of the equipment inventory are included in Table 5.

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Table 5: Stormwater Utility Equipment Inventory

#	Equipment Type	Intended Purpose	Acquisition Strategy
1	Vacuum Truck	Trenchless digs, pipe flushing, and inlet vacuuming.	25% Stormwater Utility Cost share with the Wastewater Division
2	Street Sweeper	Roadway cleaning, dust prevention, and pollutant removal.	50% Stormwater Utility Cost share with the Streets Division
3	Pipe Inspection Camera	Inspection and issue identification for underground pipes.	Repurpose of a Wastewater Division camera; No Initial Stormwater Utility Cost
4	Service Truck	Operator transport to and from job locations.	Repurpose of a Wastewater Division truck; No Initial Stormwater Utility Cost
5	Excavator	Planned and unplanned excavations and repairs.	Share with the Wastewater Division; No Initial Stormwater Utility Cost
6	Dump Truck	Excavated and fill material transport and disposal.	Share with the Wastewater Division; No Initial Stormwater Utility Cost
7	Equipment Storage	Covered storage with areas for equipment repair and maintenance	Share with other Public Works Divisions; No Initial Stormwater Utility Cost

There are several ways to fund equipment purchases, including one-time cash payments, loans paid back from annual operating revenues, or interfund loans between departments. The assumption for the Feasibility Study was that the Stormwater Utility would share the costs of the vacuum truck and street sweeper being funded with a loan. Loans allow for smaller payments spread over time versus a one-time cash payment.

Based on estimated loan terms of a 10-year payback and a 5% interest rate, it is estimated that the Stormwater Utility payments for equipment will be $40,470 per year, as detailed in Table 6.

Table 6: Estimated Annual Equipment Costs

#	Equipment Type	Estimated Total Cost ($)	Stormwater Utility Share (%)	SW Utility Share ($)	Funding Strategy (Type, Interest Rate, Term)	Estimated Annual Payment[1] ($)
1	Vacuum Truck	$750,000[2]	25%	$187,500	Loan (5%, 10-year)	$24,282
2	Street Sweeper	$250,000	50%	$125,000	Loan (5%, 10-year)	$16,188
	Total:	*$1,000,000*	-	*$312,500*	-	*$40,470*

[1]Assumes a 10-year loan term with a fixed 5% interest rate
[2] Equipment costs may range from $550,000 to $750,000.

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Adding the additional equipment cost of $40,470 to the estimated operating budget equates to a total of $220,971 for the first year of Stormwater Utility operation. Attachment A includes a detailed listing of the estimated operating costs factored into this total.

3.2. Capital Costs

Capital costs typically include infrastructure projects, such as pipe replacements, stormwater treatment, and system expansions. Projects can vary in cost depending on their scope and scale and can have a substantial impact on overall utility revenue requirements year to year.

The City completed a Stormwater Drainage System Preliminary Engineering Report in 2023, which noted that many of the City's existing storm sewer pipes are undersized and require an upgrade to handle larger-scale storm events (TD&H, 2023). In total, the Storm PER identified and detailed nine capital projects, totaling approximately $11 million (2023 $).

These capital projects were compiled with several others identified by the City through the course of the Feasibility Study. It is important to note that drainage and water quality projects along 2nd Street and Montana Street are progressing through various preliminary project stages. If a Stormwater Utility is not formed, the City may need to utilize funding from other departments to fund the required work, such as the Street and Sewer Departments.

The compilation of the City's planned projects formed the basis for the Stormwater Utility's Capital Improvement Plan (CIP) detailed in Table 7.

Table 7: Stormwater Utility Capital Improvement Plan (CIP)

#	Type	Estimated Cost (2023 $)	Project Origin
1	Operations Disposal Facility (SW Share)	50,000	Staff Recommendation
2	B Street Water Quality Project	130,000	Staff Recommendation
3	2nd Street Water Quality Project	650,000	Staff Recommendation, Ongoing
4	Montana Street Project	500,000	Staff Recommendation, Ongoing
5	Railroad Crossing	160,000	Storm PER Recommendation
6	W. Geyser Street Outfall	2,505,000	Storm PER Recommendation
7	Eastside Roundabout Improvements	112,000	Storm PER Recommendation
8	Minnesota Addition Infrastructure	1,451,000	Storm PER Recommendation
9	East Residential	509,000	Storm PER Recommendation
10	Little Hill District Infrastructure	3,864,000	Storm PER Recommendation
11	Big Hill District Infrastructure	710,000	Storm PER Recommendation
12	Highground Subdivision Infrastructure	500,000	Storm PER Recommendation
13	Northtown Drainage Basins	637,000	Storm PER Recommendation
	Tota Estimated Cost:	*11,778,000*	

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Capital projects are typically a one-time cost to a utility and are paid for using several different approaches, including cash reserves, borrowing/loans, and grants. The benefit of cash funding projects is the ability to avoid interest, thereby keeping overall project costs low. The disadvantage is that project costs are not able to amortize and the City's ability to afford from a cash flow standpoint can be limited. As a result, some expensive projects must be phased out, or several years of revenue must be saved until adequate cash reserves accumulate. The City may decide to diversify their funding strategy over time; however, it was assumed that the City would fund all projects using one-time cash payments for the purposes of this Feasibility Study.

It is not practicable from funding or workload capacity standpoints to complete all the projects listed on the CIP in the first year, or even first decade of the Stormwater Utility's creation. Given this, the City worked to prioritize the projects to develop a plan that allows for iterative progress over time, while still being sensitive to community cost-burden and the highest priority issues.

These prioritization efforts yielded an average capital cost of $255,126 per year over the next five years, with some variations occurring year-to-year to account for individual project scope and scale nuances. Table 8 provides a listing of the capital projects, and their estimated costs. These costs have been inflated from present to future value using a 3% annual increase.

Table 8: Five-Year Proposed Stormwater Utility CIP

#	Type	Fiscal Year	Estimated Cost (Future $)
1	Unplanned Drainage Improvements	Annual	$125,000 ($25,000/year)
2	B Street Water quality Project	2025	$142,055
3	Disposal Facility	2025	$54,636
4	2nd Street Water Quality Project	2026	$168,826
5	Montana Street Project (Phase 1)	2027	$289,819
6	Montana Street Project (Phase 2)	2028	$298,513
7	Railroad Crossing	2029	$196,780
		Five-Year Total (2025 – 2029):	*$1,275,629*

Beyond the five-year planning horizon, over $10.0 million of additional capital projects exist that will require planning and inclusion in future CIPs.

3.3. General Fund Services

Interfund transfers are a common practice for municipalities and typically result in the transfer of funding from a utility enterprise fund to the general fund. General funds pay for a broad range of municipal services that benefit standalone utilities, such as legal support, human resources, finance, and information technology. These general services benefit utility enterprise funds, but

also serve all the other divisions within a municipality. Given that, finding the appropriate transfer ratio can be challenging, and can range based on community policies and state laws.

Based on directions from the City, 5% of the Stormwater Utility's annual operating budget was used as the General Fund transfer assumption for these internal services. This amount aligns with the existing City policy for its water and wastewater utilities and equates to about $11,000 per year.

3.4. Reserves

Utilities typically manage dedicated and non-dedicated reserves to ensure the utility can reliably make debt payments and respond to unforeseen emergencies that require quick intervention. Reserves operate like a personal savings account, where money left unspent through a typical budget cycle becomes excess and can be saved for future use.

Industry-best practice is to maintain at least 1/3 (or 33%) of a utility's annual operating expenses in reserves. For new utilities, it is good practice to slightly overbuild initial operating reserves since there will likely be unaccounted for costs that arise over the first several months and years of operation.

The Feasibility Study factored in approximately $110,000 of reserve generation over the course of the first year of its implementation. This amount equates to 50% of the operating cost detailed in Section 3.1. Moving forward, reserve planning should be completed annually to ensure reserve goals are being established, met, and maintained.

3.5. Revenue Requirement

The proposed Stormwater Utility's total revenue requirement is the sum of the estimated operating expenses, scheduled capital projects, general fund service transfer, and reserve savings discussed in the previous sections. When doing so, an estimate of $564,000 exists for the first year of the Stormwater Utility. Figure 2 provides detail regarding the itemized costs that resulted in this total.

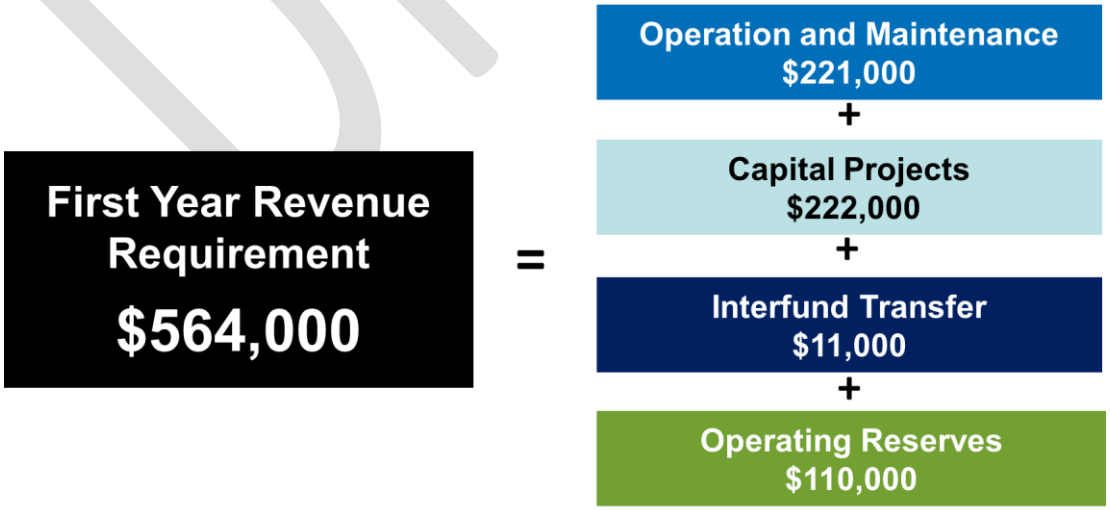

Figure 2: First Year Stormwater Utility Revenue Requirement

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3.6. Enterprise Fund Comparison

The City has two existing utility enterprise funds with related revenue requirements. Figure 3 provides a comparison of the proposed Stormwater Utility revenue requirement against the City's water and wastewater utilities.

Figure 3: Utility Revenue Requirement Comparison

4. Revenue Generation

It is increasingly common for cities across the Unites States to generate revenue to pay for stormwater costs by charging residents and businesses for municipal services. Rate revenue is a reliable and predictable funding source and offers significant benefits over less stable alternatives, such as relying on grants or using funding from other municipal sources. Rate revenue also serves as a foundational revenue source in a diversified and balanced utility funding portfolio, which can then be augmented with other alternatives as opportunities arise.

The City does not have a dedicated revenue source to pay for the stormwater services or projects currently and all existing work is funded from a mix of non-dedicated sources, such as the Sewer and Street Maintenance Funds. Section 4.0 details several best-practice rate structures the City may consider when determining if and how they would like to charge customers to pay for the revenue requirement formulated in Section 3.0.

4.1. Rate Structures

The primary benefit to instituting a utility rate structure and associated fee is to fairly distribute the cost of the City's stormwater services across all eligible properties based on their contributing stormwater runoff.

A range of stormwater rate structures exist, spanning simple to more complex approaches. One of the fundamental differences between them is the mechanism in which charges are calculated per property and the underlying data necessary to make those determinations.

On the more basic end, a flat charge can be used that groups all similar customers into a series of classes and then assigns a fixed charge to each class. This approach requires minimal initial data to develop the rates and is relatively easy to update as new properties are added to the City. This approach has limitations and is less fair and equitable than the more complex approaches.

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On the other end of the spectrum, more complex models leverage hydrologic modeling to determine runoff volumes at the individual property-scale. Approaches that are this complex are not found in Montana and are often avoided due to their intricacies and costs necessary to manage long-term, especially for growing communities. The benefit of more complex models is that they are typically more robust, resulting in a fairer and more equitable approach.

Most communities opt for a middle solution that balances the ease and benefits of the simpler approaches with the equitable and fairness benefits of more complex structures. Many of these methodologies rely on impervious areas as the underlying data source, since it provides a direct and defensible connection between runoff originating on a property and public stormwater system impacts, which then allows fees to be determined for each property based on this variable.

Under this approach, those who have a large impervious area footprint and generate more stormwater runoff, such as a large grocery store, are charged more versus those with a smaller footprint, such as a small auto mechanic shop. Figure 4 details several examples of best-practice stormwater rate structures organized by their level of complexity and equitability.

ADDED COMPLEXITY = MORE EQUITABLE RATES

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

Figure 4: Example Best-Practice Stormwater Rate Structures

It was decided that a range of structures should be reviewed after consultation with the City to determine rate impacts to varying customer classes (i.e., residential, commercial, multi-family, etc.) under each scenario. The structures analyzed included a range of simple to more complex structures, including: (1) Flat Rate, (2) Impervious Area, and (3) Impervious Area plus Parcel Area.

It is important to note that regardless of the underlying rate method, several commonalities exist for all stormwater rate structures that warrant careful consideration, including:

- ✓ Unlike water use that can be metered and quantitatively measured, individual property-scale stormwater runoff impacts can be difficult to track and measure.
- ✓ Stormwater system impacts are most often derived from parcel-scale runoff indicators, such as land use or the amount of impervious area that exists on a respective property.
- ✓ Stormwater rate structures and program drivers vary by community, and it is difficult to acquire true comparisons given the different approaches used and local modifications. This is particularly true when comparing commercial and multi-family properties.
- ✓ A rate structure of any complexity takes time and resources to manage and keep current, especially for growing communities that are expanding their rate bases.
- ✓ An equitable and defensible rate structure is important to ensure the long-term financial success of the Stormwater Utility. Data collection is typically one of the first and most foundational steps.
- ✓ It is important to build a consistent credit and exemption process for any implemented rate structure. To accomplish this, most cities establish policies that allow for the review and adjustment of fees on a case-by-case basis in the event there are situations that arise that are not typical. In most cases, the cities delegate this authority to a Public Works Director or City Engineer level staff member. Although challenges may be somewhat frequent early on, it is common to see them taper as the utility becomes more established.

The remaining portions of this section offer a planning-level review of the selected rate structures to help the City make an informed decision of which option is best suited for their community. The intent is to offer a scale for how these different structures would impact the varying customer classes but stops short of making any formal recommendations given the scope of the Feasibility Study and the limited data that exists at present.

4.2. Data Limitations

Data collection is an important step when developing a stormwater rate structure, especially for those leveraging more complex inputs and calculations. For new utilities, acquiring adequate existing data is a common challenge since data sets, like impervious areas, are rare and not commonly managed by smaller communities in Montana. The following section details several data challenges identified throughout the course of the Feasibility Study and describes several workaround solutions deployed to maintain the intent of the work.

Impervious Area

Aerial imagery is essential in deriving impervious area footprints for buildings, parking lots, and driveways. Although aerial imagery is relatively commonplace, often the imagery that is available does not have the quality or conditions necessary to derive a defensible data set. A few examples of this include the inclusion of infrared imagery, leaf off conditions, and imagery captured within a reasonable timespan from which new growth is represented.

Unfortunately, research into the City's available aerial imagery resulted in a few different data sets; however, none of them possessed the quality and conditions to derive a quality impervious area data set. Given this, an alternative building footprint data set was used to mimic the use of impervious area data; however, it should be recognized this approach is limited given that it omits parking lots and driveways. The data was also several years old and omitted several new properties, which were manually included in the analysis.

It is not recommended that the City use a building footprint approach if they were to move forward with an impervious area-based method; however, this approach served as a suitable alternative for the Feasibility Study's intent given the lack of suitable aerial imaging. Figure 5 provides an example of the limitation of the building footprint data. The dark purple polygon is the building's footprint captured in the utilized data, and the lighter areas are the portions of impervious manually drawn.

Figure 5: Example Data Limitation Using Building Footprints

Acquiring suitable impervious area data is becoming easier and more cost effective as technology improves. Consultation with a third party occurred to determine options and costs for the City if they decided to move forward with an impervious area-based approach. An estimated cost range for imagery and analysis to derive a defensible impervious area dataset was provided at $15,000 - $30,000.

Financial System Linkage to Spatial Data Sets

Another common challenge that stormwater rate structures present is the need for a clear linkage from the City's financial billing system to its spatial data sets, such as parcels. This is typically not an issue for water utility charges since the data comes from deployed meters that directly tie to the financial billing system.

For stormwater charges, this connection is not possible since there is no meter tracking and transmitting usage data. Instead, the spatial information being used, such as impervious area, must be assigned to an individual property manually or by using a data model, and then linked to the financial billing system. Once in the financial billing system, a charge can be included on utility bills along with water and wastewater charges and sent to customers on a recurring basis.

Upon review of the City's billing database, it was found that there is not a link that ties billing records to spatial data sets; however, this could be rectified at the time of establishing the aerial imagery and associated impervious area layer.

Parcel Accuracy and Class Determinations

The accuracy of parcels is an essential data element in ensuring the accurate calculation of impervious areas assigned to each property, and their corresponding charges. The State of Montana manages a statewide parcel dataset, with Park County making local modifications as changes occur. Although the existing parcel data set is relatively accurate, some additional adjustments would need to be completed to ensure overall accuracy, especially as it relates to overlaps, connectivity issues, and spatial shifts.

Another challenge identified is that the currently available parcel data lacks "customer class" information, so there was no clear way to determine what parcels possessed single-family, commercial, or multi-family dwellings. This is also a common issue that can be resolved using County Tax Records or a manual property coding process.

Given the limited scope of the Feasibility Study, an exercise was undertaken to take a high-level attempt at bulk coding properties; however, it should be noted that a much more detailed analysis and QA/QC process would be required to ensure a defensible and accurate data set during the implementation stage of a rate structure reliant on this information.

Figure 6 displays an example area of the City where the coding process occurred. The green polygons are the properties assumed to be single-family residential, commercial properties are displayed as tan, and multi-family are displayed as orange.

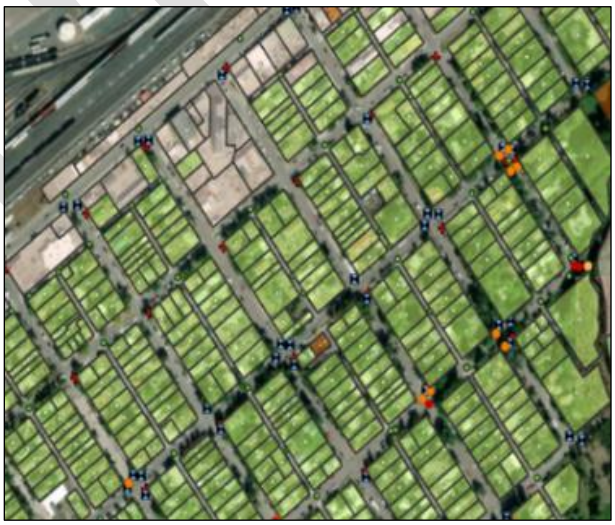

Figure 6: Customer Class Coding Process

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4.3. Approach #1 - Flat Rate

Overview

Approach #1 – Flat Rate is a relatively straightforward rate approach and applies a flat fee across the differing customer types (i.e., single-family, commercial, and multi-family), with no variability for each class. The main benefits of this approach are that it is low in complexity, does not require extensive data collection to implement, and can be easily maintained using existing financial billing software as new properties are added to the City. Drawbacks of this approach are that it lacks variation within individual customer classes and has a minimal relationship to actual runoff patterns.

Approach

There are several ways to determine the level of charge per customer class. For the Feasibility Study, the ratio was determined by comparing median lot sizes as a surrogate to establish flat rates for each customer class. For instance, it was determined that the median single-family lot size in Livingston is 7,033 square feet, while the median lot size for a commercial parcel is 10,596 square feet based on the available data. This difference results in a 1.5 ratio. In other words, the monthly fee for a commercial parcel was determined to be 1.5 times that of a single-family residential fee. Table 9 shows the median parcel sizes and their corresponding ratios.

Table 9: Median Parcel Size Ratios

Class	Median Parcel Size (Square Feet)	Size Ratio Compared to Single Family
Single Family	7,033	1.00
Commercial	10,596	1.51
Multi-Family	4,302	0.61
Vacant	10,756	1.53

The revenue requirement established in Section 3.0 was used to calculate each customer class charge by using the ratios along with the total number of accounts in each user class to arrive at a monthly fee capable of meeting the budget goal.

Results

The Flat Rate Approach results in an estimated single-family residential rate of $10-11 per month ($120-132 per year) and $16-17 per month for commercial properties. In this scenario, it was assumed that non-utility billed parcels (i.e., parking lots, vacant land, etc.) would receive a monthly charge. Since the ratios were based on total land area, this resulted in a flat charge of $16-17 for these properties. Figure 7 provides an overview of estimated monthly charges per customer class under this approach.

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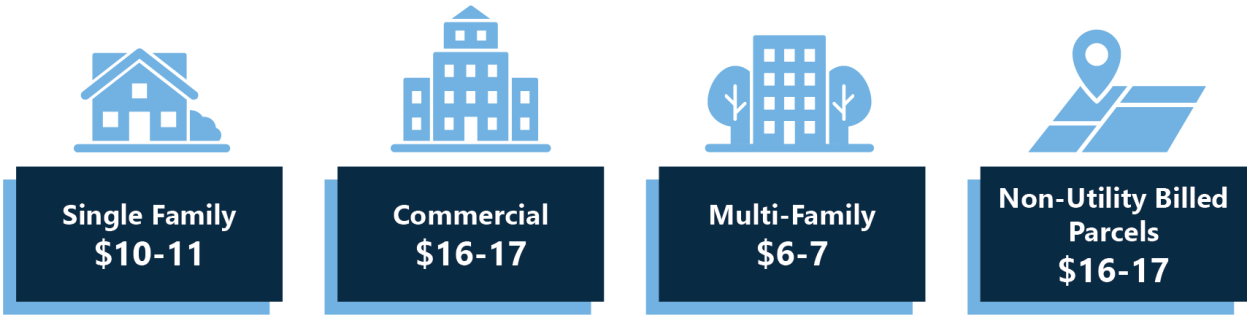

Figure 7: Estimated Monthly Rates Using a Flat Rate Approach

4.4. Approach #2 - Impervious Area

Overview

Approach #2 – Impervious Area is a common rate approach that applies a variable rate to individual properties based on the amount of impervious area present, such as rooftops, driveways, and sidewalks. A direct relationship exists between the amount of impervious area on a select property and the amount of runoff that occurs, which is why it is widely used to generate stormwater fees.

Typically, a uniform rate is assessed for single-family residential properties to ease the burden of having to manage impervious area totals for thousands of individual single-family properties. This is commonly referred to as an Equivalent Residential Unit (ERU).

For multi-family and commercial properties, charges are based on their total impervious area and related impact. For example, properties with larger building footprints and parking areas are charged more than those with smaller areas.

This approach requires time and investment for implementation; however, the primary benefit is that it is highly defensible once set up, widely recognized as the industry standard, and is commonly used across Montana, including the adjacent cities of Bozeman and Billings. Notable drawbacks include the need for acquiring quality data upfront and the higher workload associated with ongoing maintenance and updates.

Approach

Given the lack of quality aerial imagery, and the corresponding inability to generate an accurate impervious area dataset, building footprint data was used to mimic and model this approach. Building footprints provided a reasonable comparative data set since large building footprints coincided with properties with large parking lots and the ratios were found to be comparable. Although building footprints were used, it is important to note that the City would need to use a fully developed impervious area data set that includes parking areas and driveways.

Based on the acquired data building footprint data, it was found that the City has approximately 10 million square feet of total building footprint area applicable to the analysis. Given that the

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building footprint data was a few years old, several new properties were manually assessed and included to ensure a more accurate citywide total.

A spatial process was then used to determine the amount of building footprint that existed on each individual property using the acquired parcel data set along with the coded property types (i.e., commercial, multi-family and single-family). To complete, the building footprint areas were then clipped to their respective parcels and associated property classes to determine how much exists on each parcel.

For commercial and multi-family properties, these corresponding areas were left in a varied state for each property depending on their size. For single-family properties, using the equivalent residential approach, the average building footprint of all single-family parcels was found to be approximately 1,800 square feet. This established a common residential rate (i.e., Equivalent Residential Unit or ERU) based on average parcel characteristics and rates per square foot, which were then applied uniformly across the City's 3,309 single-family properties.

The final step was to determine the cost per square foot of building footprint so that it could be applied to all properties based on their total respective sizes. To do this, the total revenue requirement from Section 3.0 was divided by the total building footprint square footage to arrive at a $.059 per square foot total. This rate was then multiplied by the building footprint areas for individual properties to determine a monthly rate.

Results

Approach #2 resulted in an estimated single-family residential rate of $8-9 per month ($96-108 per year) and a $18-19 per month median for commercial properties. In this scenario, it was assumed that non-utility billed parcels (i.e., parking lots, vacant land, etc.) would not receive a charge. Figure 8 provides an overview of estimated monthly charges per customer class under this method.

Figure 8: Estimated Monthly Rates Using an Impervious Area Approach

4.5. Approach #3 - Impervious Area plus Parcel Area

Overview

Like Approach #2, Impervious Area plus Parcel Area is a common rate approach that applies a variable rate to individual properties based on the amount of impervious area present, such as

rooftops, driveways, and sidewalks. The primary difference between Approach #2 and Approach #3 is the inclusion of a fee for parcels that lack impervious area however still have an impact on the City's stormwater system but to a much lesser degree.

Like in Approach #2, an ERU approach was used for single-family residential properties to ease the burden of having to manage impervious area totals and parcel areas for thousands of individual single-family properties.

For multi-family and commercial properties, charges are based on their total impervious area and their parcel areas. For example, properties with larger swaths of impervious area, and larger parcel areas are charged more than those with smaller overall footprints.

The approach is also a medium-complexity approach that requires time and investment for implementation. It offers the same benefits as Approach #2, such as fairness and alignment with industry standards, while also generating revenue from vacant parcels and maintaining flat fees for single-family residential properties.

This method also has its challenges: it requires detailed impervious areas and parcel data sets, making it the most complex approach. Additionally, it necessitates ongoing efforts to maintain and update data, with significant initial data collection and coordination required.

Approach

Approach #3 extended the process used in Approach #2 by incorporating a mechanism to charge for vacant land areas in addition to building footprint areas. A two-step spatial analysis was used: first, determining the amount of building footprint on each parcel, and second, calculating the total parcel area by subtracting the total parcel area from the total building footprint area. A building footprint rate and a parcel area rate were then established and applied based on the unique characteristics of each property.

For this analysis, 70% of the revenue requirements were allocated to the building footprint charge, while the remaining 30% was allocated to the parcel area portion of the fee. This ratio was used as a starting point; however, may be adjusted to emphasize or deemphasize the fee generation amount derived from vacant land. Typically, the ratio of the revenue requirement is lower for vacant land since less runoff originates from undeveloped lots and portions of properties that do not have impervious area.

The total building footprint area in Livingston is roughly 10 million square feet and the total parcel area is roughly 174 million square feet based on available data. Using both of those figure's results in a cost per square foot of $0.040 for building footprint and $0.001 for total parcel area. Those figures were then multiplied by the building footprint and parcel area of individual parcels to arrive at a monthly fee.

Results

The Impervious Area Approach results in an estimated single-family residential rate, or ERU, of $6-7 per month ($72-84 per year) and a $12-13 per month median for commercial properties. In this scenario, non-utility billed parcels (i.e., parking lots, vacant land, etc.) would

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receive a charge, with a median monthly fee of $4-5. Figure 9 provides an overview of estimated monthly charges per customer class under this method.

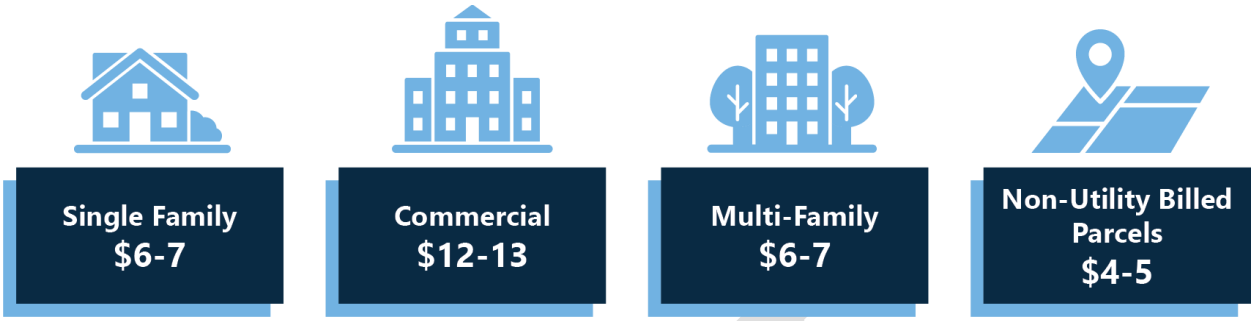


Figure 9: Estimated Monthly Rates Using an Impervious Area Plus Parcel Area Approach

4.6. Alternative Funding Sources

Several alternative funding approaches beyond generating rate revenue exist that may offer the City an alternate pathway to funding some of their stormwater-related costs. These sources are typically used to augment rate revenues and do not typically stand-alone since they are less reliable than rate revenue.

Impact Fees

Impact fees are one-time payments by property owners that help fund growth-related infrastructure projects and improvements. They are often pooled and used to complete larger projects over time, such as installing a water pipe that will eventually supply an expanding area of the City.

Rules govern how impact fees can be spent, and they are prohibited from funding typical system operation or projects that address deferred maintenance. As such, they are limited in scope and the amount raised every year is dependent on the level of local community growth, making them challenging to predict. The benefit of impact fees is that the City can use them to upsize or extend their existing system, and offset costs associated with growth-driven projects.

Impact fees are very common in water and wastewater utilities; however, they are not as commonly used to fund new stormwater infrastructure in Montana. They are relatively commonplace in other areas of the Country who have more mature stormwater utilities. If the City is interested in establishing a stormwater impact fee, a dedicated study would be required to establish an underlying policy and to set a defensible fee structure based on applicable growth-related projects.

State and Federal Loans and Grants

The City was proactive in commissioning a Preliminary Engineering Report (PER) in 2023 that meets most state and federal program requirements, which is an essential first step in pursuing agency loans and grants. Given that, various state and federal funding options now exist that may benefit the City on an opportunistic basis. Typically, these programs offer grants or loans for

DRAFT

individual capital projects, not recurring operational costs, such as equipment and staffing. These funding sources can help offset the local-cost burden of projects; however, their acquisition can be costly, competitive, and take time. The following list includes several examples of sources that could help fund City stormwater capital projects; however, state and federal funding availability is subject to change and applicable agencies should be contacted to understand current terms once a suitable project is identified. Examples include:

- ✓ Montana Department of Natural Resources and Conservation (MTDNRC) Renewable Resource Planning and Project Grants (RRG): MTDNRC will fund up to $40,000 to aid in Preliminary Engineering Report (PER) creation and up to $125,000 for construction projects.
- ✓ MTDNRC and Montana Department of Environmental Quality (MDEQ) State Revolving Fund (SRF): MTDNRC and MDEQ co-administer Montana's SRF Program, which provides loans for qualified public agencies and projects. SRF loans typically offer better terms than traditional market bonding, including interest rates as low as 2.5% and up to 30-year pay back periods.
- ✓ Montana Department of Commerce Coal Endowment Program (MCEP): Commerce will fund up to $40,000 to aid in Preliminary Engineering Report (PER) creation and up to $750,000 for infrastructure-related construction projects.
- ✓ United States Department of Agriculture (USDA) Rural Development Grants and Loans: The USDA offers loans and grants to qualified municipalities and projects that have a population of 10,000 people or less. Like SRF, they offer low-interest rate loan packages that can include up to a 40-year payback period. USDA also attempts to keep user rates reasonable, so they have the discretion to provide grants along with loans based on community variables, such as median household income (MHI).

4.7. Update Process

Regardless of the rate approach ultimately selected by the City, it is important to consider how updates will occur as the community changes and grows. The Flat Rate Approach would warrant a fairly simple process of assigning the fixed charge each time a new customer is added to the financial system.

For the more complex structures, such as those utilizing impervious area, a process is necessary that combines the City's Planning, Geographic Information Systems (GIS), Public Works, and Financial Divisions, so that growth can be accurately captured, documented, and integrated and sent monthly stormwater fees. Typically, this process includes the use of site plans submitted at the time of application and an associated digitization and integration process into the applicable GIS layer. From there, the data can be relayed to the billing database and included in the typical billing cycle.

Another element to consider is that most communities elect to update their underlying imagery every few years to capture community growth and changes. These costs are typically shared across several departments and divisions, since cities benefit in several ways by having updated imagery.

DRAFT

Given that the City is still relatively small, it is not expected that this update process would be a significant undertaking; however, establishing a clear and repeatable process would be necessary during the development stage of the City's Stormwater Utility.

5. Recommendations

The City is paying for stormwater improvements largely through Sewer and Street Maintenance at present. Forming a Stormwater Utility would allow those funds to be appropriately spent on dedicated sewer and street related projects and services, rather than be diverted. Further, a dedicated Stormwater Utility would increase the City's capacity and expand the level of service provided to residents by its stormwater system.

The Feasibility Study was successful in establishing that (1) there are substantial needs within the City's stormwater system and (2) that implementing a rate structure could generate sufficient revenue to fund associated costs while remaining consistent with other communities in Montana and the region. Attachment B includes a chart that shows how the rates estimated in this Feasibility Study compare to those in Montana and several cities across the region.

The following recommendations are provided in the event the City decides to move forward with the development and implementation of a dedicated Stormwater Utility.

Recommendation #1 – Engage the Community Early and Often

Implementing a new Stormwater Utility can come as a surprise and elicit negative feedback from businesses and residents if not adequately explained and justified. Little understanding exists around the value of municipal services, and stormwater services are no exception since this work has been avoided, reactive, and deferred historically.

It is important that outreach efforts focus on why the work the City plans to undertake using collected funds is important and how it will impact resident daily life. It is recommended that the City involve the community in its plans early, often, and in diverse ways to mitigate the chance for substantial negative reaction during the adoption period. Examples include public presentations for key audiences, utility bill stuffers, and developing a dedicated web page.

The City has started this process, with several presentations since 2018 to the City Commission and area nonprofits. They plan to continue their proactive efforts over the coming months.

Recommendation #2 – Invest In and Leverage High-Quality Data

Overly simple and excessively complex rate structures both present substantial challenges. Given that, it is recommended that the City pursue a middle ground rate solution that leverages impervious data as its foundational element, balancing simplicity with equitability. Although increased initial investment would be required, the benefit is that the implemented rate approach will be more accurate, defensible, and result in less resident and business challenges over time.

Recommendation #3 – Pursue a Phased Development Plan

Implementing a new utility can be challenging amongst other community priorities and, in some cases, communities may choose to ramp up service offerings and their associated rates slowly and

over time. This approach allows for a phase in of services and costs to residents and can reduce hurdles that may exist with a comprehensive initial implementation.

A recommended next step is to pursue a utility implementation phase that bridges the gap between this Feasibility Study and total utility implementation from which revenue can be generated. Tasks completed during this phase may include the development of a detailed phasing plan in addition to impervious area data collection and analysis, ordinance development, establishment of development requirements, public communications, policy development, public engagement, and a multi-year rate study. It is possible that some or all these costs may be funded by state grants issued from the Department of Commerce or Department of Natural Resources and Conservation through their various funding programs.

Another key item that would need to be addressed during the development phase is determining how calculated service fees will be charged to customers. The most common approach is to utilize existing water and wastewater bills that are sent via physical mail or electronically monthly. Some cities elect to use property tax rolls; however, this approach is less common and can present legal, cash flow, and logistical challenges.

For example, the City of Billings has charged customers using a 'Property Tax' approach for many years until recently when they underwent a multi-year development process to switch to a more typical utility rate billing mechanism. The City of Bozeman also avoided using property taxes as a charge mechanism upon their stormwater utility development several years ago and uses a monthly utility bill approach as well.

Recommendation #4 – Track Population Growth and Regulatory Changes

MS4 Permit requirements will eventually impact the City; however, the timing could range from the next few years to over a decade. Even once a permit is acquired, MDEQ typically provides agencies with time to ramp up compliance activities and develop a multi-year plan to achieve compliance with newly enacted regulations.

Given this, it is recommended that the City monitor their population growth annually and iteratively increase planning activities once more clarity is reached on when regulations will apply. It is also recommended to remain in contact with an applicable MDEQ representative to track programmatic changes over time and communicate with other MS4s in the state to remain apprised of changes happening at federal and state regulatory levels.

Recommendation #5 – Pursue State and Federal Grant and Loan Opportunities

As Stated in Section 4.6, there are opportunities to secure grant funding from varying state and federal agencies. Pursuing these alternative funding sources takes time and resources, however, the assistance can go a long way towards augmenting local rate revenues and completing priority projects that otherwise would need to be deferred due to a lack of funding. For example, there may be a willingness for state agencies to fund a portion of the Stormwater Utility's development stage. SRF loan funding is another area that could benefit the City long-term, especially given favorable terms and the ability to complete larger capital projects when year to year cash flow challenges exist.

DRAFT

Recommendation #6 – Formalize an Agreement with the Livingston Ditch Company

The Livingston Ditch (Ditch) flows south to north generally along Montana Street. The Ditch is utilized as an irrigation canal to supply agricultural fields north of the City. It also serves as a critical stormwater conveyance for a large portion of the City, especially during spring melt events.

The upcoming Montana Street project seeks to utilize the ditch as an outfall location for treated stormwater originating from that corridor. Given the scope and scale of the road project, and limited alternative outfall options, it is recommended that the City engage the Ditch Company and work to formalize an agreement for the long-term use of the Ditch. The City of Billings has completed similar negotiations recently with their agricultural community and has established contracts the City may emulate.

Recommendation #7 – Establish and Maintain an Accurate Asset Inventory

Accurately managing a robust GIS data set is essential to the long-term management of the City's stormwater system. The City has a good starting point; however, adding additional features, such as retention and detention basins, infrastructure related to growth, and improving attribution will benefit future operations/maintenance and system modeling activities.

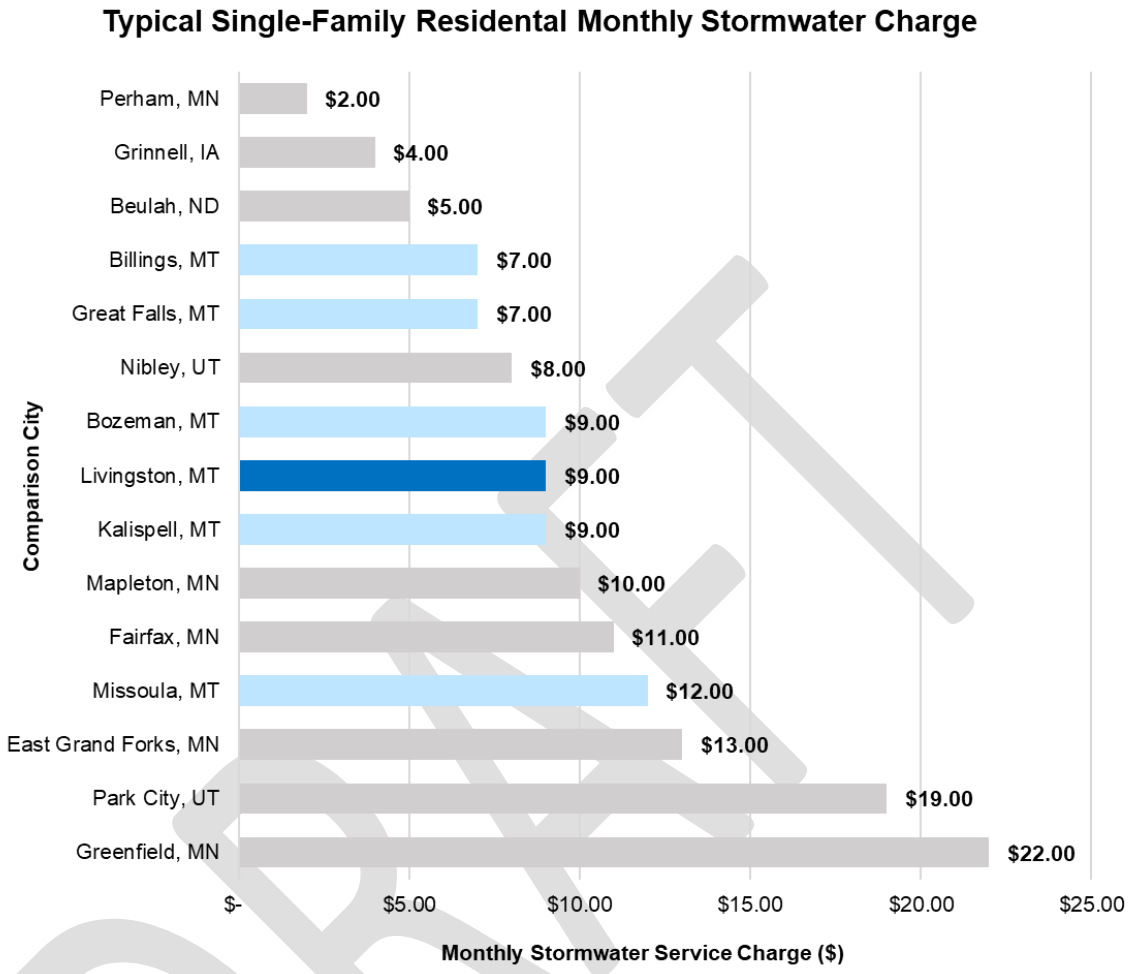
DRAFT

Attachment A | Estimated Stormwater Utility Operating Expenses

#	Budget Category/Line Item	Notes and Detail	2025 Wastewater Utility Budget ($)	Ratio of Wastewater Utility Budget (%)	Adjusted First Year Stormwater Utility Budget ($)
STORMWATER ADMINISTRATION					
110	SALARIES AND WAGES	1/6 PW DIRECTOR SHARE	$ 67,216	17%	$ 11,427
120	OVERTIME	1/6 PW DIRECTOR SHARE	$ 1,200	17%	$ 204
141	UNEMPLOYMENT INSURANCE	1/6 PW DIRECTOR SHARE	$ 376	17%	$ 64
142	WORKERS' COMPENSATION	1/6 PW DIRECTOR SHARE	$ 345	17%	$ 59
143	HEALTH INSURANCE	1/6 PW DIRECTOR SHARE	$ 13,158	17%	$ 2,237
144	F.I.C.A.	1/6 PW DIRECTOR SHARE	$ 4,242	17%	$ 721
145	P.E.R.S.	1/6 PW DIRECTOR SHARE	$ 6,274	17%	$ 1,067
151	MEDICARE	1/6 PW DIRECTOR SHARE	$ 992	17%	$ 169
210	OFFICE SUPPLIES		$ 1,200	20%	$ 240
224	JANITOR CONTRACT/SUPPLIES		$ 1,800	20%	$ 360
331	LEGAL NOTICES		$ 500	20%	$ 100
346	INTERNET SERVICE		$ 3,300	20%	$ 660
352	CONSULTANT SERVICES	ENGINEERING SERVICES	$ 20,000	100%	$ 20,000
357	SOFTWARE SERVICES		$ 2,500	20%	$ 500
368	R&M-COMPUTER/OFFICE MACH		$ 1,139	20%	$ 228
394	INTERFUND GOVERNMENTAL SU		$ 17,400	0%	$ -
510	LIABILITY INSURANCE		$ 30,550	20%	$ 6,110
512	INSURANCE ON BUILDINGS		$ 60,800	20%	$ 12,160
513	INS ON VEHICLES & EQUIP		$ 4,050	20%	$ 810
535	LEASE AGREEMENTS		$ 2,500	20%	$ 500
FACILITIES					
220	OPERATING SUPPLIES		$ 1,000	100%	$ 1,000
341	UTILITIES-GAS/ELECTRIC		$ 3,500	100%	$ 3,500
347	CELLULAR PHONE		$ 3,000	100%	$ 3,000
361	REP & MAINT-GENERAL		$ 4,000	100%	$ 4,000
STORMWATER SERVICES					
110	SALARIES AND WAGES	OPERATIONS FTE	$ 169,965	33%	$ 56,088
120	OVERTIME	OPERATIONS FTE	$ 18,500	33%	$ 6,105
141	UNEMPLOYMENT INSURANCE	OPERATIONS FTE	$ 1,053	33%	$ 347
142	WORKERS' COMPENSATION	OPERATIONS FTE	$ 9,719	33%	$ 3,207
143	HEALTH INSURANCE	OPERATIONS FTE	$ 38,700	33%	$ 12,771
144	F.I.C.A.	OPERATIONS FTE	$ 11,871	33%	$ 3,917
145	P.E.R.S.	OPERATIONS FTE	$ 17,557	33%	$ 5,794
148	CLOTHING ALLOWANCE	OPERATIONS FTE	$ 3,000	33%	$ 990
151	MEDICARE	OPERATIONS FTE	$ 2,776	33%	$ 916
231	REP & MAINT SUPPLIES		$ 10,000	20%	$ 2,000
232	REP & MAINT-VEHICLES		$ 5,000	20%	$ 1,000
236	FUEL/OIL/DIESEL		$ 12,500	20%	$ 2,500
237	MAIN/HYDRANT/WELL PARTS		$ 25,000	20%	$ 5,000
255	SAFETY & RISK MANAGEMENT		$ 750	20%	$ 150
317	UTILITY LOCATE SERVICES		$ 1,200	20%	$ 240
344	UTILITIES-GAS/ELECTRIC		$ 10,500	20%	$ 2,100
361	REP & MAINT-GENERAL		$ 10,000	20%	$ 2,000
362	REP & MAINT-VEHICLES	EQUIPMENT SHARES	$ 13,000	0%	$ 40,470
368	R&M-COMPUTER/OFFICE MACH		$ 4,551	20%	$ 910
370	TRAVEL/LODGING/MEALS		$ 750	20%	$ 150
380	TRAINING SERVICES		$ 1,000	20%	$ 200
531	EQUIP RENTAL		$ 5,000	20%	$ 1,000
983	MAINLINE REPLACEMENT		$ 20,000	20%	$ 4,000
COLLECTION AND TRANSMISSION					
225	LABORATORY SUPPLIES		$ -	0%	$ -
940	CAPITAL OUTLAY		$ -	0%	$ -
960	INFRASTRUCTURE/WATER/SEWER		$ -	0%	$ -
				TOTAL:	***$ 220,971***

DRAFT

Attachment B | Residential Stormwater Rate Comparisons



DRAFT

Stormwater Utility Feasibility Study

City of Livingston

Study Overview and Recommended Next Steps

December 3, 2024

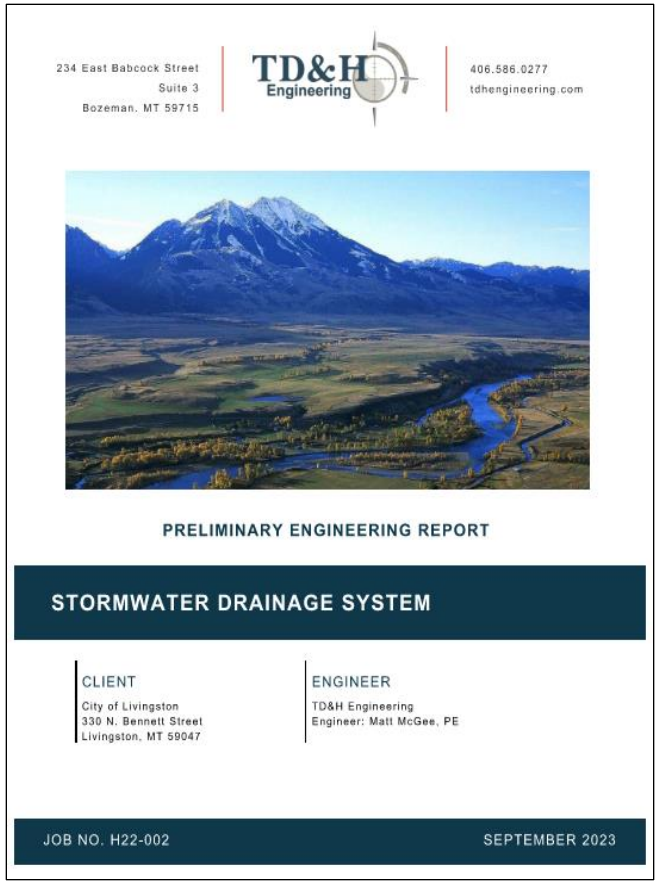
AE2S NEXUS

HEADWATERS ECONOMICS

LIVINGSTON MONTANA

Project Background

- **Foundational work completed**
  - 2018 Drainage Study
  - 2023 Engineering Report
  - 2024 Stormwater Utility Feasibility Study
- **Local stormwater challenges exist**
  - Urban flooding
  - Water quality
  - Future regulatory permitting (MS4)
- **Several previous presentations**



234 East Babcock Street
Suite 3
Bozeman, MT 59715

TD&H Engineering

406.586.0277
tdhengineering.com

PRELIMINARY ENGINEERING REPORT

STORMWATER DRAINAGE SYSTEM

CLIENT
City of Livingston
330 N. Bennett Street
Livingston, MT 59047

ENGINEER
TD&H Engineering
Engineer: Matt McGee, PE

JOB NO. H22-002

SEPTEMBER 2023

Today's Discussion Topics

- Current Financial Challenges
- Feasibility Study Objectives
- Initial Findings
- Recommended Next Steps

Image Credit: Livingston Forgotten Utility Presentation

The Current Financial Challenge

- **No dedicated revenue source**
- **Other funds pay for work**
- **Reactive operations**
- **Major system needs:**
  - Capital projects (+$10.0 Million)
  - Deferred maintenance
  - Water quality projects
  - Future regulations (MS4)

Stormwater Utility Basics

- ✓ Basis to charge for municipal services
- ✓ Enterprise Fund (like other utilities)
- ✓ Common in MT and nationally
- ✓ Community education and outreach required

Feasibility Study Objectives

- Determine Annual Costs
- Review Ways to Pay for Costs
- Estimate Community Impact
- Develop Next Steps

Utility Expenses

Total revenue required each year to meet your goals

First Year Revenue Requirement

$564,000

=

Operation and Maintenance
$221,000

+

Capital Projects
$222,000

+

Interfund Transfer
$11,000

+

Operating Reserves
$110,000

Budget Highlights

- **Operation and maintenance**
  - One (1) full time employee
  - Equipment (vacuum and sweeper)
  - Tools, parts, and supplies
- **Capital projects (five-years)**
  - B and 2nd Street Projects (water quality)
  - Montana Street Improvements
  - 2nd Street Stormwater (pipe upsizing)
  - Operations Debris Disposal Facility
- **General Fund transfer (5%)**
- **Reserves and savings (six-months)**

Livingston Enterprise Fund Comparison

Stormwater

$0.6 Million/Year

Typical Rate: $9/Month*

Water

$2.2 Million/Year

Typical Rate: $31/Month

Sewer

$3.0 Million/Year

Typical Rate: $65/Month

Community Affordability

**Subject to change based on selected rate method*

Stormwater Rate Methods

- **Service is difficult to measure**
- **Rate structures vary by City and utility needs**
- **Service charges derived from runoff indicators typically:**
  - Parcel size
  - Land use
  - Impervious area

ADDED COMPLEXITY = MORE EQUITABLE RATES

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

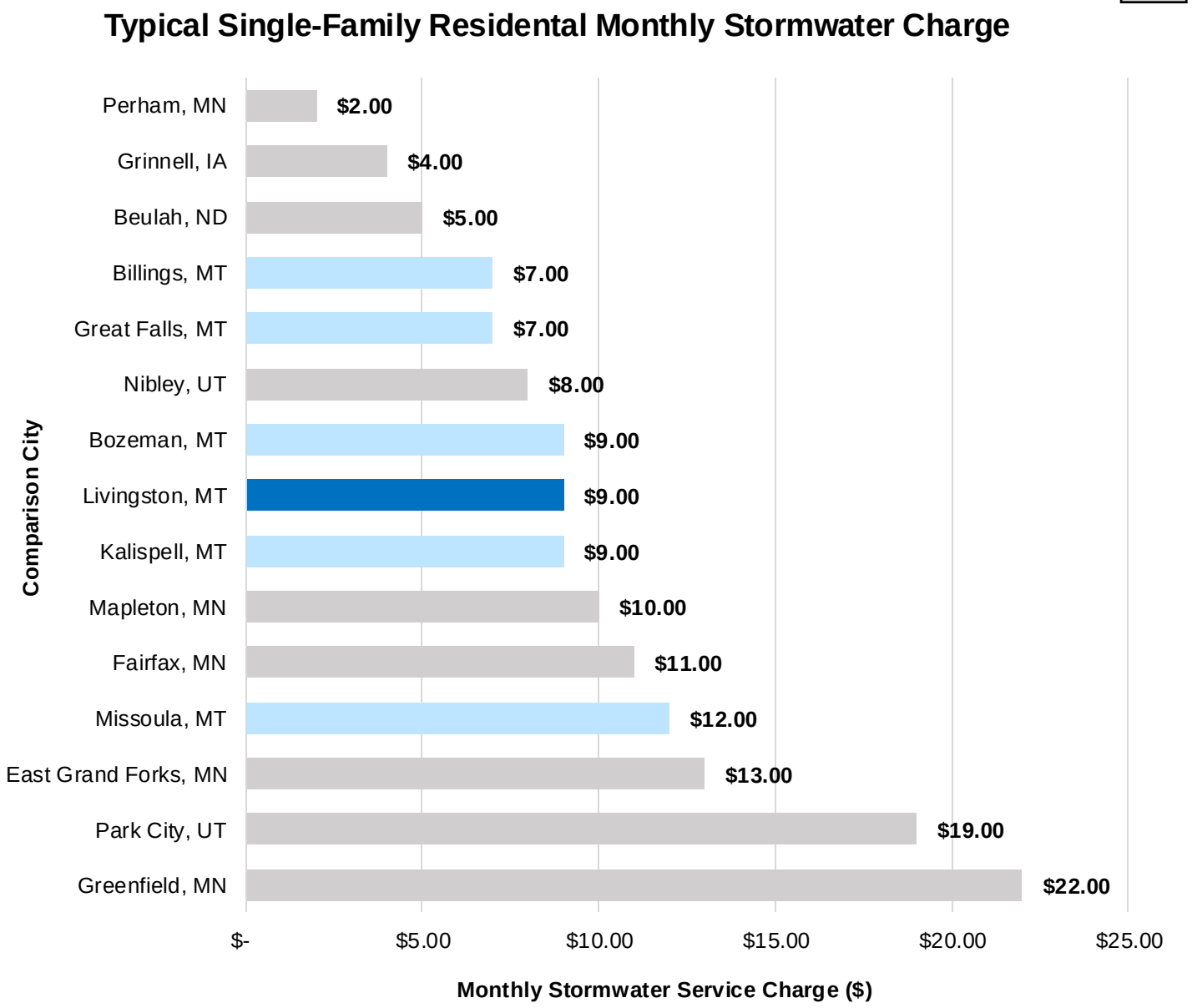
Impervious Surface Area Method

- **Approach**
  - Determined rate per impervious area square foot
- **Primary benefits**
  - Industry-standard approach
  - Equitable and proportional to impact
- **Key details**
  - Flat Fee for SFR
  - Impervious area data required
  - Regular update process

Estimated Monthly Service Charge (Median)

Residential	$9 - 10
Commercial/ Multi-Family	$18 - 19

Residential Rate Comparisons



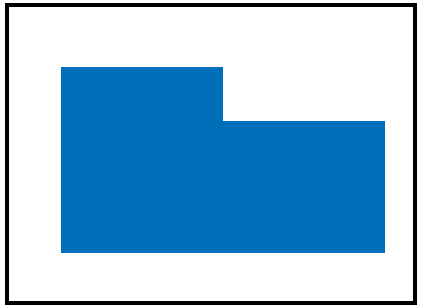
Estimated Commercial Rates

Small Footprint

Property with 5,000 sq. ft. of impervious area

Estimated rate:

$20-30/Month

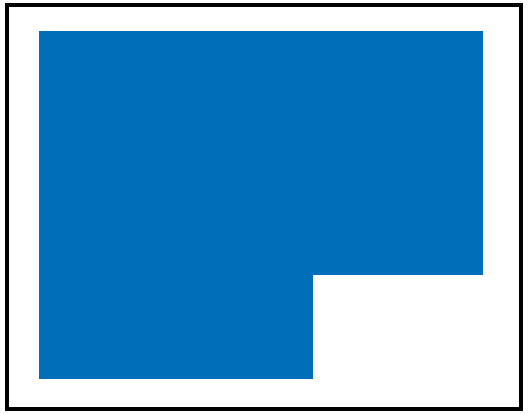


Medium Footprint

Property with 10,000 sq. ft. of impervious area

Estimated rate:

$40-50/Month

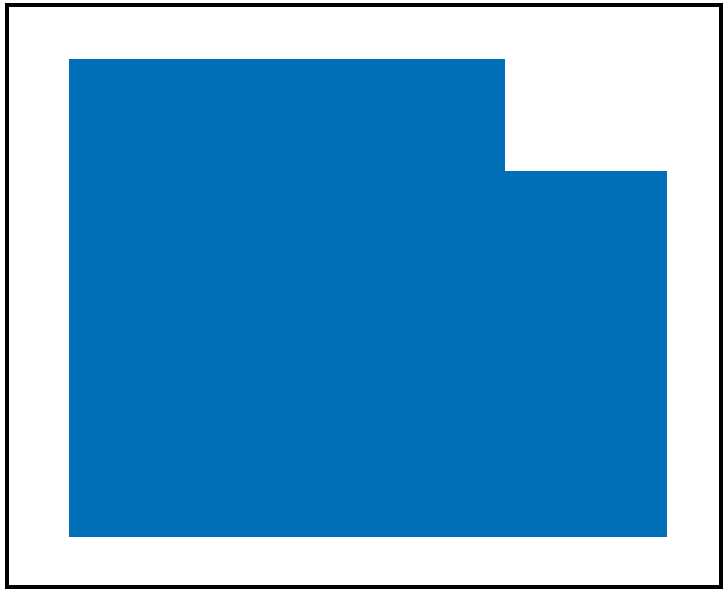


Large Footprint

Property with 40,000 sq. ft. of impervious area

Estimated rate:

$190-200/Month



= Parcel Area

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

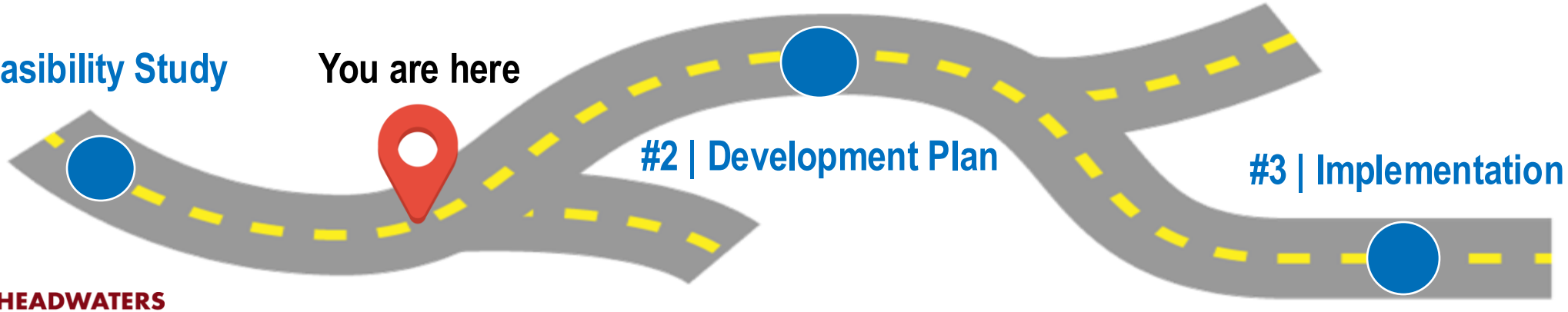
Main Study Takeaways

- **Utility would generate adequate revenue**
- **Rates would be similar to peer cities**
- **Data limitations exist:**
  - Impervious area data
  - GIS linkage to Caselle (current billing software)
  - Parcel dataset needs refinement
- **Policy questions remain:**
  - Strategy for non-utility billed parcels
  - Credit and exemption process
  - Billing mechanism (i.e., utility bill or taxes)

Recommended Next Steps

- **Finalize report based on feedback**
- **Continue community engagement**
- **Pursue a Development Plan**
- **Acquire funding for next step costs**
  - DNRC Grant for $40-50k

Stormwater Utility Development Road Map



Key Development Plan Components

- Finalize Implementation Steps
- Fill Data Gaps for Setting Final Rates
- Establish Methodology for On-going Upkeep
- Address Key Policy Questions
- Develop Legal Framework & Ordinances

Questions and Discussion

File Attachments for Item:

C. RESOLUTION 5151: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ACCEPTING UTILITY AND ACCESS EASEMENTS GRANTED BY VEGAN TRITIP FOR THE NORTHTOWN SUBDIVISION PROJECT PHASES 2 AND 3 AND AUTHORIZING CITY MANAGER TO SIGN ASSOCIATED DOCUMENTS.

LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: December 3, 2024

TO: Chair Kahle and City Commissioners

FROM: Grant Gager, City Manager

RE: Staff Report for Resolution 5151: A Resolution Of The City Commission Of The City Of Livingston, Montana, Accepting Utility And Access Easements Granted By Vegan Tritip For The Northtown Subdivision Project Phases 2 And 3 And Authorizing City Manager To Sign Associated Documents.

Recommendation and Summary

Staff is recommending the Commission approve Resolution 5151 accepting certain easements by adopting the following motion:

"I move to approve Resolution 5151 and authorize the Chair to sign."

The reasons for the recommendation are as follows:

- Lot 1, Block 4 of the Northtown Subdivision Phases 2 and 3 was required to provide utility and access agreements to the City at its approval.
- It was recently discovered that such easements were not finalized and recorded in 2021 as expected.

Introduction and History

The City Commission has previously approved the preliminary and final plat applications for Northtown Subdivision Phases 2 and 3. It was recently discovered that such easements were not finalized and recorded in 2021 as expected.

Analysis

The easements are required to ensure access for both public access and utility works to occur.

Fiscal Impact

There is no fiscal impact to accepting the easements.

Strategic Alignment
The easements will ensure that the City is able to effectively manage its infrastructure.

Attachments
- Attachment A: Public Access and Utility Easement
- Attachment B: Stormwater Easement

RESOLUTION NO. 5151

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ACCEPTING UTILITY AND ACCESS EASEMENTS GRANTED BY NORTHTOWN DEVELOPMENT CORPROATION FOR ITS PROJECT LOCATED AT NE ¼ OF THE SW 1/4 OF SECTION 11, T. 2 S., R. 5 E. OF P.M.M., CITY OF LIVINGSTON, PARK COUNTY, MONTANA AND AUTHORIZING CITY MANAGER TO SIGN ASSOCIATED DOCUMENTS.

WHEREAS Northtown Development Corporation has extended City utilities to its project located in the NE ¼ of the SW 1/4 of Section 11, T. 2 S., R. 5 E. of P.M.M., City of Livingston, Park County, Montana ; and

WHEREAS, the City requires utility easements for water and sewer mains as well as access for the maintenance of said mains.

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

That the City Commission hereby accepts the easements provided in the attached exhibits and authorizes the Commission Chair to sign easement documents.

PASSED AND ADOPTED by the City Commission of the City of Livingston, Montana, this

____ day of December, 2024.

_____

KARRIE KAHLE – Chair

ATTEST:

_____

EMILY HUTCHINSON – City Clerk

APPROVED AS TO FORM:

_____

JON HESSE – City Attorney

RETURN RECORDED DOCUMENT TO:

City of Livingston
414 E. Callender Street
Livingston, MT 59047

PUBLIC UTILITY AND ACCESS EASEMENT AND AGREEMENT

Northtown Development, Inc., a Montana corporation, with a mailing address of 1425 West Main Street, Suite 101, Bozeman, MT 59715, the GRANTOR, in consideration of one dollar and other good and valuable consideration, receipt of which is acknowledged, does hereby grant to City of Livingston, of 414 E. Callender Street, Livingston, MT 59047, a Municipal Corporation of the State of Montana, GRANTEE, its successors and assigns, a perpetual easement to lay, construct and maintain sanitary sewer pipelines and water mains with the usual services, manholes, connections, accessories and appurtenances for the purpose of transmitting sanitary sewer and water in, through and across a strip of land situated in the City of Livingston, Park County, Montana, 30 feet and 20 feet wide to be located on the following described real property:

> Lot 1, Block 4, Northtown Subdivision Phases 2 & 3, Subdivision No. 622, and located in the NE ¼ of the SW 1/4 of Section 11, T. 2 S., R. 5 E. of P.M.M., City of Livingston, Park County, Montana.

The easement is more particularly shown and dimensioned on the attached **Exhibit A**, which by this reference is made a part of this document.

This grant includes the right of the GRANTEE, its successors, permittees, licensees, and assigns and its and their agents and employees, to enter at all times upon the above-described land by using existing roads or trails or otherwise by a route causing the least damage and inconvenience to the GRANTOR(S) in order to survey and establish the route and location of the easement and the pipeline and to:

(1) Construct, operate, patrol, repair, substitute, remove, enlarge, replace, and maintain the pipeline, manholes, services, connections, accessories and appurtenances;

(2) Trim, remove, destroy, or otherwise control any trees and brush inside or outside the boundaries of the easement which may, in the opinion of the GRANTEE, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of the pipeline;

(3) Grade the land subject to this easement and extend the cuts and fills of this grading into and on the land adjacent to that which is subject to this easement to the extent GRANTEE may find reasonably necessary; and

(4) Support the pipeline across ravines and water courses with structures which GRANTEE deems necessary.

THE GRANTEE AGREES:

(1) That, in connection with the construction, operating, patrolling, repairing, substituting, removing, enlarging, replacing, and maintaining of said sanitary sewer pipelines and water mains, it will repair or replace, at its sole expense, or pay to GRANTOR(S) the reasonable value of any damages to growing crops, existing fences, ditches and other appurtenances of said land that may be disturbed by its operation.

(2) That, during operations involving excavation, it will remove the topsoil from the trenched area to a depth of one foot, or to the full depth of the topsoil, whichever is less, and stockpile said top soil for replacement over the trench. It will remove from the site any large rocks or surplus excavating material or any debris that may have been exposed by the excavation and remains after backfilling is completed. And, it will leave the finished surface in substantially the same condition as existed prior to the beginning of operations except that the surface of backfilled areas may be mounded sufficiently to prevent the formation of depressions after final settlement has taken place.

THE GRANTOR(S) AGREES:

(1) At no time will they build, construct, erect or maintain any permanent structure within the boundaries of said easement without the prior written consent of GRANTEE.

(2) At no time will they modify the finished grade of the land over the pipeline by removal of existing soil or by placement of fill material within the boundaries of said easement without the prior written consent of the GRANTEE.

(4) The GRANTOR hereby releases the GRANTEE from having to repair or replace any sidewalks or concrete flatwork in the event of any necessary maintenance, repairs or replacement of the water or sanitary sewer systems.

(5) The GRANTOR(S) warrants that they are lawfully seized and possessed of the real property described above, that they have a lawful right to convey the property, or any part of it, and that they will forever defend the title to this property against the claims of all persons.

(6) The GRANTEE may peaceably hold and enjoy the rights and privileges herein granted

without any interruption by the GRANTOR(S). The terms, covenants and provisions of this easement and agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

DATED this _____ day of _____, 2021.

GRANTOR: Northtown Development, Inc., a Montana corporation

_____
By: William Muhlenfeld, President

STATE OF MONTANA)
) ss.
County of Gallatin)

This instrument was signed or acknowledged before me this ____ day of _____, 2021, by William Muhlenfeld as President of Northtown Development, Inc., a Montana corporation.

(SEAL)

_____
Notary Public for the State of Montana
Printed Name: _____
Residing at _____
My Commission Expires _____/____/20___

DATED this _____ day of _____, 2021.

ACCEPTED - CITY OF LIVINGSTON

_____
By: Michael Kardoes, its City Manager

ATTEST:

_____
By: _____, its City Clerk

STATE OF MONTANA)
)ss.
County of Park)

On this _____ day of _____, 202__, before me, a Notary Public for the State of Montana, personally appeared Michael Kardoes and _____, known to me to be the City Manager and City Clerk, respectively, of the City of Livingston, and the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of the City of Livingston.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

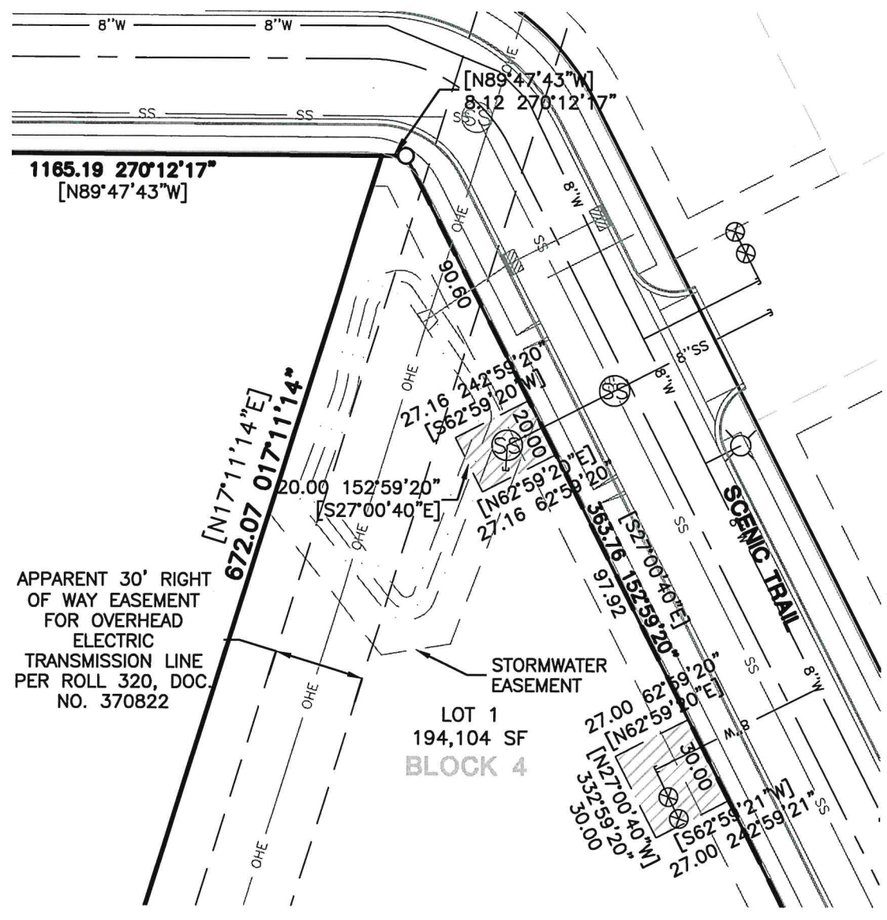
_____
Notary Public for the State of Montana
Printed Name: _____
Residing at_____
My Commission Expires ___/_____/20___

EXHIBIT A

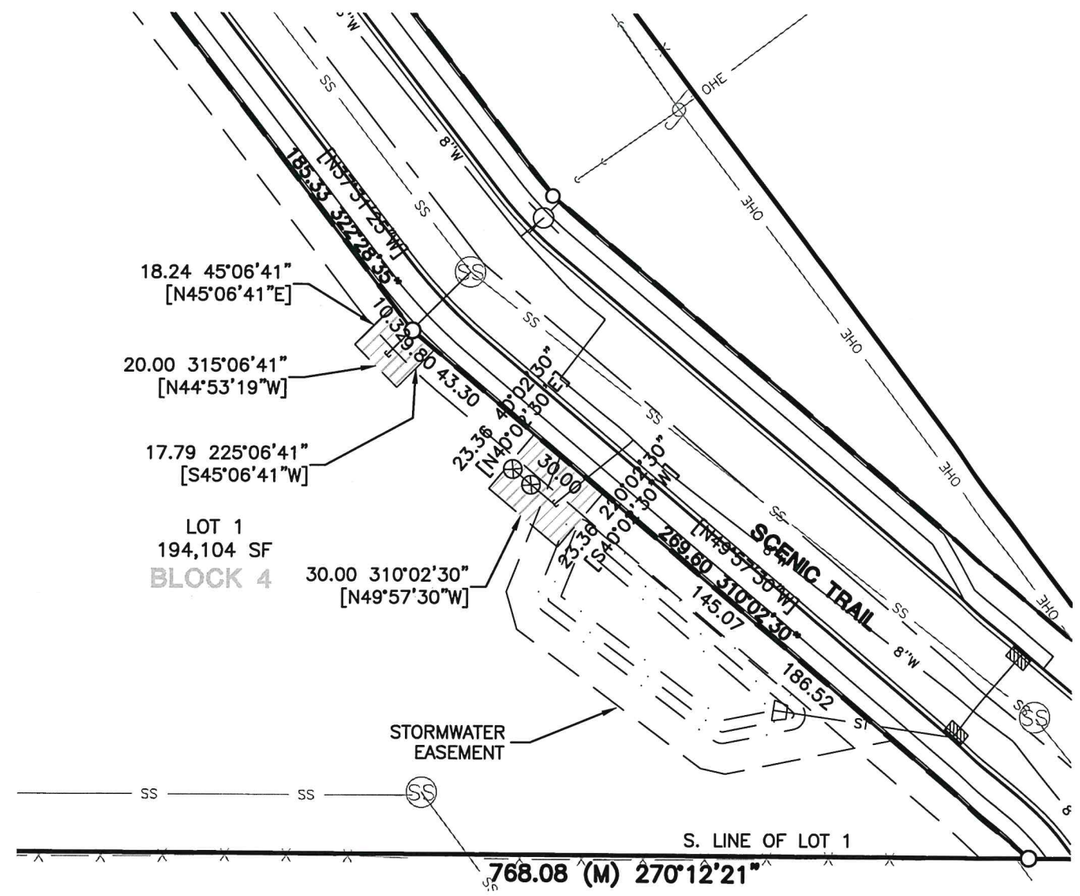
PUBLIC WATER AND SEWER UTILITY EASEMENT
LOT 1, BLOCK 4, NORTHTOWN SUBDIVISION PHASES 2 & 3,
LOCATED IN THE N 1/2, SECTION 14, T. 2 S., R. 9 E., P.M.M.,
CITY OF LIVINGSTON, PARK COUNTY, MONTANA

STATE OF MONTANA
MARK A. CHANDLER
No. 9518ES
2/12/2021
LICENSED
PROFESSIONAL ENGINEER AND LAND SURVEYOR

AREA OF SEWER MAIN EASEMENT= 543 SF
AREA OF WATER MAIN EASEMENT= 810 SF
TOTAL AREA OF EASEMENT=1,353 SF



AREA OF SEWER MAIN EASEMENT= 349 SF
AREA OF WATER MAIN EASEMENT= 701 SF
TOTAL AREA IF EASEMENT=1,050 SF



N

Scale In Feet
50 0 50
15 0 15
Scale In Meters

C&H
Engineering and Surveying Inc.
1091 Stoneridge Drive • Bozeman, MT 59718
Phone (406) 587-1115 • Fax (406) 587-9768
www.chengineers.com • info@chengineers.com

Sheet 1 of 2

#16622

Return Document to:
Northtown Major Subdivision Property Owners Association, Inc.
1425 West Main Street, Unit A,
Bozeman, MT 59715

GRANT OF STORM SEWER EASEMENT

For consideration received, Northtown Development Corporation, a Montana corporation, GRANTOR, with a mailing address of 1425 West Main Street, Unit 101, Bozeman, MT 59715-3283, owner of the following described property situated in Park County, Montana:

> Lot 1, Block 4, NORTHTOWN SUBDIVISION, PHASES 2 AND 3, Subdivision Plat No. 622, according to the plat thereof, on file and of record in the office of the Clerk and Recorder, Park County, Montana, and located in the North 1/2 of Section 14, Township 2 South, Range 9 East of P.M.M..

Does hereby grant to the Northtown Major Subdivision Property Owners Association, Inc., a Montana non-profit corporation, GRANTEE, with a mailing address of 1425 West Main Street, Unit A, Bozeman, MT 59715, easements for underground stormwater pipelines, stormwater retention ponds and appurtenances, over, under and across said Lot 1, Block 4. The easements are shown and dimensioned on the attached **Exhibit A**, which by this reference is made a part of this document.

The purpose of the easements is for the operation, maintenance, repair, removal and replacement of the underground storm sewer pipelines, stormwater retention ponds and appurtenances that are located on said Lot 1, Block 4.

The GRANTOR states that it possesses the real property described above and that it has a lawful right to grant an easement on said property.

The terms, covenants, and provisions of this easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

DATED this _____ day of _____, 2021.

Owner: Northtown Development Corporation, a Montana corporation

_____
By: William Muhlenfeld, President

STATE OF MONTANA }
}ss.
County of Gallatin }

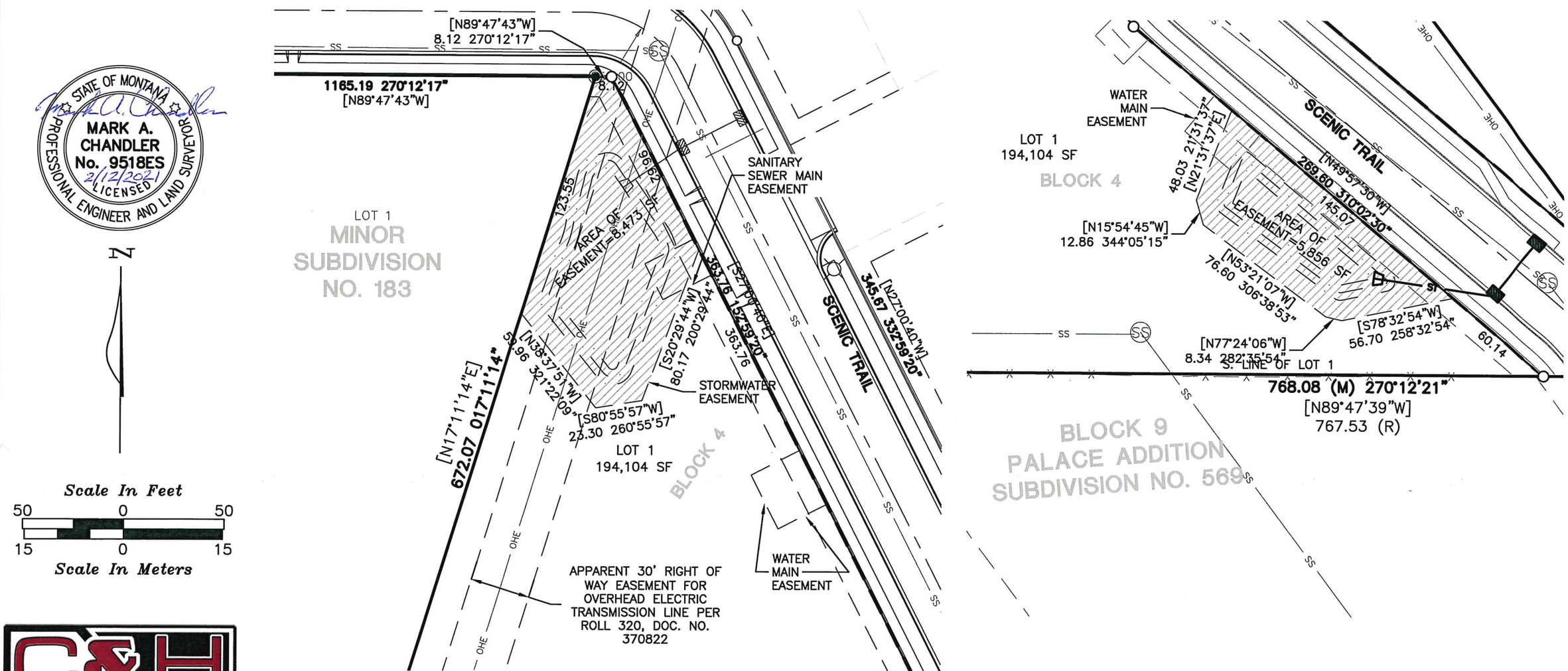
This instrument was signed or acknowledged before me this _____ day of _____, 2021, by William Muhlenfeld as President of Northtown Development Corporation, a Montana corporation.

_____
Notary Public for the State of Montana
Printed Name_____
Residing at_____
My Commission expires_____ SEAL

EXHIBIT A

STORMWATER UTILITY EASEMENT
LOT 1, BLOCK 4, NORTHTOWN SUBDIVISION PHASES 2 & 3,
LOCATED IN THE N 1/2, SECTION 14, T. 2 S., R. 9 E., P.M.M.,
CITY OF LIVINGSTON, PARK COUNTY, MONTANA

STATE OF MONTANA
MARK A. CHANDLER
No. 9518ES
2/12/2021
LICENSED
PROFESSIONAL ENGINEER AND LAND SURVEYOR



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Sheet 1 of 1

#16622

File Attachments for Item:

D. DISCUSSION AND DIRECTION TO STAFF REGARDING UPDATE TO SUBDIVISION REGULATIONS

LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: December 3, 2024

TO: Chair Kahle and City Commissioners

FROM: Grant Gager, City Manager

RE: Staff Report for Direction Regarding Update to Subdivision Regulations

---

Recommendation and Summary

The City Manager is seeking direction from the City Commission regarding a forthcoming update to the City's subdivision regulations. As such, no motion is requested or required.

The reasons for the recommendation are as follows:

- The Montana State Legislature recently enacted changes to the requirements for subdivision review.
- The City of Livingston's Growth Policy recommends changes to the City's subdivision regulations.

Introduction and History

Part 5 of Chapter 3 of Title 76 of Montana Code Annotated (MCA 76-3-501 et seq.) requires cities to adopt regulations and provide for the enforcement and administration of the subdivision of land. The City of Livingston adopted its current subdivision regulations in 2007 (Attachment A). However, in 2023, the Montana State Legislature enacted certain bills (attached) which affected the subdivision regulations. Additionally, the City of Livingston's 2021 Growth Policy recommended certain changes to the City's subdivision regulations.

Analysis

The Montana State Legislature enacted certain bills which require updates to the City's subdivision regulations including:

- HB 211 which made changes to phased subdivision approval processes as well as other general changes.
- SB 131 which affected the process and timeline for certain subdivisions of land.
- SB 170 which affected the process and timeline for certain subdivisions of land.
- SB 331 which revised certain requirements for townhome and condominium approval processes.

The City of Livingston's 2021 Growth Policy makes additional recommendations which are shown in the attached.

As staff prepares a draft revision of the subdivision regulations, direction from the City Commission is appreciated.

Fiscal Impact
There is no fiscal impact arising from this request for direction.

Strategic Alignment
Several strategies of the growth policy recommend an update to the subdivision regulations including:

- 3.4.1.1.: Amend Zoning Ordinance and Subdivision Regulations to include Smart Growth Strategies as requirements for all development prior to approval.
- 5.1.1.4.: Review and amend zoning ordinance and subdivision regulations to identify legislative changes required to provide housing that meets the needs of all residents.

Attachments

- Attachment A: Current Subdivision Regulations
- Attachment B: HB 211
- Attachment C: SB 131
- Attachment D: SB 170
- Attachment E: SB 331
- Attachment F: Growth Policy Recommendations Regarding Subdivision Regulations

Chapter 28

SUBDIVISION REGULATION

Sec. 28-1. Adoption by reference.

There is adopted by reference those certain "Amended Subdivision Regulation of the City of Livingston" which regulations are attached as Exhibit "A" to the original ordinance codified in this Section and found on file. (Ord. 1285, 4/21/75; Ord. 1650, 4/18/90; Ord. 1784, 9/19/94; Ord. 1982, 3/5/07; Ord. 1995, 12/17/07)

Sec. 28-2. Copy on file.

A true and correct copy of said Subdivision Regulation of the City of Livingston shall at all times be on file and of record in the office of the City of Livingston as a part of the ordinances of the City. (Ord. 1285, 4/21/75)

CITY OF LIVINGSTON SUBDIVISION REGULATIONS

TABLE OF CONTENTS

		Page
	DEFINITIONS	v.
I.	**GENERAL PROVISIONS**	11
I-A.	Title	11
I-B.	Authority	11
I-C.	Purpose	11
I-D.	Jurisdiction	12
I-E.	Severability	12
II.	**GENERAL PROCEDURES**	13
II-A-1.	Construction Timing	13
II-A-2.	Transfers of Title	13
II-A-3.	Permission to Enter	14
II-A-4.	Appeals	14
III.	**MAJOR SUBDIVISIONS**	15
III-A.	Review and Approval Procedures for Major Subdivisions	15
III-A-1.	Pre-Application Process	15
III-B.	Subdivision Applications	16
III-B-1.	Subdivision Application and Preliminary Plat Submittal	16
III-B-2.	Review Process	17
III-B-3.	Public Hearings and Notices In General	19
III-B-4.	Planning Board Hearing, Consideration and Recommendation	20
III-B-5.	Subdivider's Preference for Mitigation	21
III-B-6.	Governing Body Decision and Documentation	22
III-B-7.	Amended Applications	29
III-C.	Final Plats	31
III-C-1.	Final Plat Submittal	31
III-C-2.	Final Plat Contents	31
III-C-3.	Final Plat Review	31
III-C-4.	Restrictive Covenants – Approval and Content	32
III-C-5.	Public Improvements Agreement; Guaranty	33
III-C-6.	Final Plat Approval	33
III-C-7.	Final Plat Filing	34
III-D.	Amending Filed Plats	34

IV.	**REVIEW AND APPROVAL PROCEDURES FOR MINOR SUBDIVISIONS**	34
IV-A.	First Minor Subdivisions	35
IV-A-1.	First Minor Pre-application Process	35
IV-A-2.	First Minor Subdivision Application and Preliminary Plat Submittal	37
IV-A-3.	First Minor Subdivision Plat Form and Contents	37
IV-A-4.	First Minor Subdivision Exceptions	37
IV-A-5.	First Minor Subdivision Review Process	37
IV-A-6.	First Minor Planning Board Consideration and Recommendation	40
IV-A-7.	Subdivider's Preference for Mitigation	41
IV-A-8.	First Minor Subdivision Governing Body Decision and Documentation	41
IV-A-9.	First Minor Subdivision Amended Applications	47
IV-A-10.	First Minor Subdivision Final Plat	49
IV-B.	Subsequent Minor Subdivisions	49
V.	**DIVISIONS OF LAND EXEMPT FROM SUBDIVISION REVIEW**	49
V-A.	Purpose	49
V-B.	Divisions of land entirely exempt from the requirements of these regulations and the Montana Subdivision and Platting Act	49
V-C.	Specific Exemptions	50
V-D.	Specific Exemptions from Review but Subject to Survey Requirements and Zoning Regulations	51
V-D-1.	Exemption as a Gift or Sale to a Member of the Immediate Family	51
V-D-2.	Exemption to Provide Security for Construction Mortgages, Liens, or Trust Indentures	52
V-D-3.	Exemption for Agricultural Purposes	53
V-D-4.	Relocation of Common Boundary	54
V-E.	Procedures and Review of Subdivision Exemptions	55
V-E-1.	Submittal	55
V-E-2.	Review	55
V-E-3.	Appeals	56
V-E-4.	Non-Rebuttable Presumption of Patterns of Development	56
V-E-5.	Identification Codes	56
VI.	**DESIGN AND IMPROVEMENT STANDARDS**	57
VI-A.	General Standards	57
VI-A-1.	Conformance with Zoning	57
VI-A-2.	Natural Environment	57
VI-A-3.	Lands Unsuitable for Subdivision	57
VI-A-4.	Floodplain Provisions	57
VI-A-5.	Improvement Design	58
VI-A-6.	Lots	58
VI-A-7.	Blocks	58
VI-A-8.	Streets and Roads	59
VI-A-9.	Drainage Facilities	63

VI-A-10.	Water Supply Systems	63
VI-A-11.	Sewage Treatment Systems	64
VI-A-12.	Solid Waste	64
VI-A-13.	Utilities	65
VI-A-14.	Water Course and Irrigation Easements	65
VI-A-15.	Disposition of Water Rights	67
VI-A-16.	Park and Land Dedication – Cash in Lieu – Waivers – Administration	67
VI-A-17.	Fire Protection	69
VI-A-18.	Special Requirements for Subdivisions Proposed in Areas of Fire Hazard	70
VII.	**AREAS THAT WILL PROVIDE MULTIPLE SPACES FOR RECREATIONAL CAMPING VEHICLES OR MOBILE HOMES – LAND SUBDIVISIONS CREATED BY RENT OR LEASE**	71
VII-A.	Subdivisions that Will Provide Multiple Spaces for Recreational Camping Vehicles or Mobile Homes/Manufactured Homes	71
VII-A-1.	Recreational Camping Vehicles – Definition	71
VII-A-2.	Mobile Homes – Definition	72
VII-B.	Procedures for Review	72
VII-B-1.	Definition	72
VII-B-2.	Review and Approval	72
VII-B-3.	Improvements	73
VII-B-4.	Final Plan Review	73
VII-B-5.	DPHHS License	73
VII-C.	Design Standards for Subdivision Spaces Created by Rent or Lease	73
VII-C-1.	Design Standards	73
VII-C-2.	Additional Provisions	73
VII-D.	Mobile Home Park Standards	74
VII-D-1.	Mobile Home Spaces	74
VII-D-2.	Streets	75
VII-D-3.	Electrical Systems	75
VII-D-4.	Gas Systems	75
VII-E.	Recreational Vehicle Park Standards	75
VII-E-1.	Recreational Vehicle Spaces	75

VIII.	**CONDOMINIUMS**	76
VIII-A.	Procedures	76
VIII-A-1.	Review Where Land Will Not be Divided	76
VIII-A-2.	Condominium Subdivisions Involving Land Divisions	76
VIII-B.	Standards	76
VIII-B-1.	Design Standards	76
VIII-B-2.	Unit Ownership Act	77
IX.	**CLUSTER DEVELOPMENT**	77
IX-A.	Cluster Development, Option I	77
IX-B.	Cluster Development, Option II	77
X.	**ADMINISTRATIVE PROVISIONS**	78
X-A.	Fee Schedule	78
X-B.	Variances	79
X-B-1.	Variances Authorized	79
X-B-2.	Variances from Floodway Provisions Not Authorized	79
X-B-3.	Procedure	79
X-B-4.	Conditions	79
X-B-5.	Statement of Facts	80
X-C.	Amendment of Regulations	80
X-D.	Administration	80
X-D-1.	Enforcement	80
X-D-2.	Violation and Penalties	80
X-D-3.	Appeals	80
	Table 1. Road Design Standards for Subdivisions	62

APPENDICES

A.	Preliminary Plat Application Form	A-1
B.	List of Submitted Materials	B-1
C.	Sample Forms and Certificates	C-1
D.	Subdivision Improvements Agreement; Guaranty	D-1
E.	Grant of Access Easement	E-1

DEFINITIONS

Whenever the following words or phrases appear in these regulations, they shall have the meaning assigned to them by this section. When not inconsistent with the context, words used in the present tense include the future; the singular, unless otherwise specifically defined in a particular section, includes the plural, and the plural the singular; the word "shall" is always mandatory, and the word "may" indicates use of discretion in making decisions.

AGRICULTURE: The production of food, feed, and fiber commodities, livestock and poultry, bees, fruits and vegetables, and sod, ornamental, nursery, and horticulture crops that are raised, grown, or produced for commercial purposes.

AGRICULTURAL WATER USER FACILITIES: Any part of an irrigation system used to produce an agricultural product on property used for agricultural purposes.

BLOCK: A group of lots, tracts or parcels within well-defined and fixed boundaries.

CERTIFICATE OF SURVEY: A drawing of a field survey prepared by a registered surveyor for the purpose of disclosing facts pertaining to boundary locations.

CLUSTER DEVELOPMENT: A subdivision with lots clustered in a group of five or more lots that is designed to concentrate building sites on smaller lots while allowing other lands to remain undeveloped. [76-3-103(2), MCA].

CONDOMINIUM: A form of individual ownership with unrestricted right of disposal of one or more units in a multiple unit project with the land and all other parts of the project held in common ownership or use with owners of the other units.

COVENANT (RESTRICTIVE COVENANT): A limitation contained in a deed that restricts or regulates the use of the real property.

DEDICATION: The deliberate appropriation of land by an owner for any general and public use, reserving to the landowner no rights that are incompatible with the full exercise and enjoyment of the public use to which the property has been devoted. [76-3-103(3), MCA].

DEQ: The Montana Department of Environmental Quality.

DEVELOPMENT REVIEW COMMITTEE: The City committee, established by resolution and consisting of the various department heads, charged with reviewing development proposals and making recommendations to the City Manager.

DIVISION OF LAND: The segregation of one or more parcels of land from a larger tract held in single or undivided ownership by transferring or contracting to transfer title to or possession of a portion of the tract or properly filing a certificate of survey or subdivision plat establishing the identity of the segregated parcels pursuant to the MSPA. The conveyance of a tract of record or an entire parcel of land that was created by a previous division of land is not a division of land. [76-3-103(4), MCA].

DWELLING UNIT: Any building or portion thereof providing complete, independent and permanent living facilities for one household.

EASEMENT: Authorization by a property owner for another to use all or a portion of the owner's property for a specified purpose.

ENGINEER (REGISTERED PROFESSIONAL ENGINEER): A person licensed in conformance with the Montana Professional Engineers' Registration Act (Title 37, Chapter 67, MCA) to practice engineering in the State of Montana.

FIRST MINOR SUBDIVISION: A proposed minor subdivision of a tract of record that has not been subdivided or created by a subdivision under these regulations, or has not resulted from a tract of record that has had more than five parcels created from that tract of record since July 1, 1973. [Mont. Code Ann. § 76-3-609(2)].

FLOOD: The water of any watercourse or drainage which is above the bank or outside the channel and banks of such watercourse or drainage.

FLOOD OF 100 YEAR FREQUENCY: A flood magnitude expected to recur on the average of once every 100 years, or a flood magnitude which has a one percent chance of occurring in any given year.

FLOODPLAIN: The area adjoining the watercourse or drainage that would be covered by the floodwater of a flood of 100 year frequency.

FLOODWAY: The channel of a watercourse or drainage and those portions of the floodplain adjoining the channel that are reasonably required to carry and discharge the floodwater of any watercourse or drainage.

GOVERNING BODY: The governing authority of a county, city, town, or consolidated local government organized pursuant to law.

GROWTH POLICY: A comprehensive development plan, master plan, or comprehensive plan that was adopted pursuant to this chapter before October 1, 1999, or a policy that was adopted pursuant to Title 76, MCA, on or after October 1, 1999.

LOCAL SERVICES: All services provided by any local government unit having jurisdiction over the subdivision as well as those commonly provided by private entities to similar properties in the vicinity.

LOT: A parcel, plot, or other land area created by subdivision for sale, rent, or lease.

LOT MEASUREMENT:

a. Lot Depth -- The length of a line drawn perpendicularly to the front lot line and extending to the rear lot line.
b. Lot Width -- The average width of the lot.
c. Lot Frontage -- The width of the front lot line.

d. Lot Area -- The area of a lot determined exclusive of street, highway, alley, road, or other rights-of-way.

LOT TYPES:

a. Corner Lot: A lot located at the intersection of two streets.
b. Interior Lot: A lot with frontage on only one street.
c. Through or Double-Frontage Lot: A lot whose front and rear lines both abut on streets.

MAJOR SUBDIVISION: A subdivision which does not qualify for review as a minor subdivision and is not otherwise exempt from review.

MINOR SUBDIVISION: A subdivision that creates five (5) or fewer lots from a tract of record.

MOBILE HOME: A detached residential dwelling unit, which may consist of two (2) or more sections, fabricated at a factory and designed to be towed on its own chassis to a building site for occupation as a dwelling with or without a permanent foundation. The term includes, but is not limited to, "trailer homes," "house trailers," and "manufactured homes" whether or not the unit has been constructed after July 1, 1976, in conformance with Federal Manufactured Home Construction and Safety Standards. The term does not include "modular" or "factory-built buildings" that are fabricated at a factory in accordance with the Uniform Building Code Standards applicable to site-built homes, and are transported to the site for final assembly on a permanent foundation.

MOBILE HOME SPACE: A designated portion of a parcel of land designed for the accommodation of one mobile home and its accessory buildings or structures for the exclusive use of the occupants.

MOBILE HOME PARK: A tract of land that provides or will provide spaces for two (2) or more mobile homes.

MOBILE HOME PAD: That area of a mobile home space which has been prepared for the placement of a mobile home.

MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY MINIMUM STANDARDS: Minimum standards promulgated by the Montana Department of Environmental Quality, pursuant to Title 76, Chapter 4, Part 1, MCA.

MSPA: Montana Subdivision and Platting Act, Title 76, Chapter 3, MCA.

NATURAL ENVIRONMENT: The physical conditions that exist within a given area.

OPEN SPACE: Land or water areas retained for use as active or passive recreation areas or for resource protection in an essentially undeveloped state.

OVERALL DEVELOPMENT PLAN: The plan of a subdivision design for a single tract proposed to be subdivided in stages.

PLANNING BOARD: A planning board formed pursuant to Title 76, Chapter 1, MCA.

PLANNING DEPARTMENT: The City Planning Director or any designee of the Planning Director who is charged with administering the subdivision review process.

PLAT: A graphical representation of a subdivision showing the division of land into lots, parcels, blocks, streets, alleys, and other divisions and dedications.

a. Preliminary Plat: A neat and scaled drawing of a proposed subdivision showing the layout of streets, alleys, lots, blocks, and other elements of a subdivision that furnish a basis for review by a governing body as more specifically set forth In these regulations and the MSPA.

b. Final Plat: The final drawing of the subdivision and dedication required to be prepared for filing for record with the county clerk and recorder containing all elements and requirements set forth in these regulations and the MSPA. (Title 76, Chapter 3, MCA).

c. Amended Plat: The final drawing of any change to a filed platted subdivision.

PUBLIC HEALTH AND SAFETY: A condition of well being wherein risk of injury to the community at large is minimized.

PUBLIC IMPROVEMENT: Any structure or facility constructed to serve the residents of a subdivision or the general public.

PUBLIC ROAD OR STREET: A road or street which has been dedicated for public use.

RECREATIONAL CAMPING VEHICLE: A vehicular type unit primarily designed as temporary living quarters for recreational, camping, or travel use that either has its own motor power or is mounted on or drawn by another vehicle.

RECREATIONAL VEHICLE PARK: A tract of land available to and principally used by the public for camping, where persons can park recreational vehicles for camping and sleeping purposes.

RECREATIONAL VEHICLE SPACE: A designated portion of a recreational vehicle park designed for the placement of a single recreational vehicle and the exclusive use of its occupants.

STATE: The State of Montana.

STREET TYPES: For purposes of these regulations, street types are defined as follows:

a. Alley: A street used primarily for vehicular access to the rear of properties which abut on and are served by public roads.

b. Arterial: A street or road having the primary function of moving traffic with emphasis on a high level of mobility for through movement and the secondary function of providing access to adjacent land. Arterials generally carry relatively large volumes of traffic. Arterials have two (2) to four (4) lanes of moving traffic and should provide only limited access to abutting property.

c. Collector: A street or road having the equally important functions of moving traffic and providing access to adjacent land. Collector streets have two (2) moving traffic lanes and up to two (2) parking lanes.

d. Local Streets: A street or road having the primary function of serving abutting properties, and the secondary function of moving traffic. Local streets have two (2) moving lanes of traffic, up to two (2) parking lanes, and provide access to abutting properties.

e. Half-Street: A portion of the width of a street, usually located along the perimeter of a subdivision, the remaining portion of which street must be located on adjacent property if the street is to be fully constructed.

f. Cul-de-sac: A street having only one outlet for vehicular traffic and terminating in a turn-around area.

g. Loop: A local street which begins and ends on the same street, generally used for access to properties.

h. Frontage Access (Service Road): A local or collector street, usually parallel and adjacent to an arterial or major collector, which provides access to abutting properties and controls traffic access to arterials or collectors.

SUBDIVIDER: Any person, firm or corporation, or other entity which causes land to be subdivided or which proposes a subdivision of land [76-3-103(15), MCA]. When used in these regulations, the term "subdivider" also includes the subdivider's agent, if the subdivider has provided the Planning Department written notification that the subdivider's agent is authorized to act on the subdivider's behalf and to receive notices regarding local government decisions concerning the subdivision.

SUBDIVISION: A division of land or land so divided which creates one or more parcels containing less than 160 acres that cannot be described as a one-quarter aliquot part of a United States government section, exclusive of public roadways, in order that the title to or possession of the parcels may be sold, rented, leased, or otherwise conveyed and includes any re-subdivision and further includes a condominium or area, regardless of its size, that provides or will provide multiple space for recreational camping vehicles or mobile homes [76-3-103(16), MCA].

SUBSEQUENT MINOR SUBDIVISION: Any subdivision of five (5) or fewer parcels that is not a first minor subdivision.

SURVEYOR (REGISTERED LAND SURVEYOR): A person licensed in conformance with the Montana Professional Engineer's Registration Act (Title 37, Chapter 67, MCA) to practice surveying in the State of Montana.

SURVEYOR (EXAMINING LAND SURVEYOR): A registered land surveyor duly appointed by the governing body to review surveys and plats submitted for filing.

SWALE: A drainage channel or depression designed to direct surface water flow.

TRACT OF RECORD: An individual parcel of land, irrespective of ownership, that can be identified by legal description, independent of any other parcel of land, using documents on file in the records of the county clerk and recorder's office [76-3-103(17)(a), MCA].

VICINITY SKETCH: A map at a scale suitable to locate a proposed subdivision, showing the boundary lines of all adjacent properties and streets and other information necessary to determine the general location of the proposed subdivision.

WILDLIFE: Those animals that are not domesticated or tamed.

WILDLIFE HABITAT: The physical surroundings required for the existence of wildlife.

I. GENERAL PROVISIONS

I-A. Title

These regulations will be known and may be cited as "The Subdivision Regulations of the City of Livingston, MT;" hereinafter referred to as "these regulations."

I-B. Authority

Authorization for these regulations is contained in the MSPA. (Title 76, Chapter 3, MCA.).

I-C. Purpose

The purposes of these regulations are to promote the public health, safety, and general welfare by regulating the subdivision of land; to prevent the overcrowding of land; to lessen congestion in the streets and highways; to provide for adequate light, air, water supply, sewage disposal, parks and recreation areas, ingress and egress, and other public requirements; to require development in harmony with the natural environment; to promote preservation of open space; to promote effective and efficient provision of public services; to protect the rights of property owners; and to require uniform monumentation of land subdivisions and transferring interests in real property by reference to a plat or certificate of survey (76-3-102, MCA).

These regulations are intended to comply with part five of the MSPA, and are intended to promote:

1. The orderly development of the jurisdictional area.

2. The coordination of roads within subdivided land with other roads, both existing and planned.

3. The dedication of land for roadways and for public utility easements.

4. The provision of proper physical and legal road access, including obtaining of necessary easements.

5. The provision of adequate open spaces for travel, light, air, and recreation.

6. The provision of adequate transportation, water, drainage, and sanitary facilities.

7. The avoidance or minimizing of congestion.

8. The avoidance of subdivisions which would involve unnecessary environmental degradation.

9. The avoidance of danger or injury by reason of natural hazard or the lack of water, drainage, access, transportation, or other public services.

10. The avoidance of excessive expenditure of public funds for the supply of public services.

11. The manner and form of making and filing of any plat for subdivided lands.

12. The administration of these regulations by defining the powers and duties of approving authorities including procedures for the review and approval of all plats of subdivisions covered by these provisions.

I-D. Jurisdiction

These regulations govern the subdivision of land within the jurisdictional area of the governing body of the City of Livingston.

If a proposed subdivision lies within one mile of a third class city or town or within two (2) miles of a second-class city or within three (3) miles of a first class city, the county governing body must submit the preliminary plat to the city or town governing body or its designated agent for review and comment. If a proposed subdivision lies partly within an incorporated city or town, the preliminary plat must be submitted to, and approved by, both the city or town and the county governing bodies.

If a proposed subdivision is located in a rural school district, the governing body shall provide a summary of the information contained in the subdivision application and preliminary plat to school district trustees.

When a proposed subdivision is also proposed to be annexed to a municipality, the governing body of the municipality will combine public hearings and otherwise coordinate the subdivision review process and annexation procedures whenever possible.

These regulations supplement all other regulations, and where they are at variance with other laws, regulations, ordinances, or resolutions, the more restrictive requirements apply.

I-E. Severability

If a court of competent jurisdiction holds any word, phrase, clause, sentence, paragraph, section, or other part of these regulations invalid, that judgment will affect only the part held invalid.

II. GENERAL PROCEDURES

II-A-1. Construction Timing

The subdivider may not proceed with any construction work on a proposed subdivision, including grading and excavation relating to public improvements, until the governing body has given preliminary approval of the proposed subdivision plat.

II-A-2. Transfers of Title

Except as noted below, a final subdivision plat must be filed for record with the county clerk and recorder before title to the subdivided land can be sold or transferred in any manner. After the preliminary plat of a subdivision has been approved or conditionally approved, the subdivider may enter into contracts to sell lots in the proposed subdivision if all of the following conditions are met (76-3-303, MCA):

a. That under the terms of the contracts the purchasers of lots in the proposed subdivision make any payments to an escrow agent, which must be a bank or savings and loan association chartered to do business in the State of Montana;

b. That under the terms of the contracts and the escrow agreement the payments made by purchasers of lots in the proposed subdivision may not be distributed by the escrow agent to the subdivider until the final plat of the subdivision is filed with the county clerk and recorder;

c. That the contracts and the escrow agreement provide that if the final plat of the proposed subdivision is not filed with the county clerk and recorder within two (2) years of the preliminary plat approval, the escrow agent shall immediately refund to each purchaser any payments made under the contract;

d. That the contracts contain the following language conspicuously set out therein: "The real property which is the subject hereof has not been finally platted, and until a final plat identifying the property has been filed with the county clerk and recorder, title to the property cannot be transferred in any manner;"

e. That the county treasurer has certified that no real property taxes assessed and levied on the land to be divided are delinquent; and

f. A copy of the contracts and escrow agreement described above must be submitted to the Planning Department.

II-A-3. Permission to Enter

The governing body or its designated agent(s) or agency may investigate, examine, and evaluate the site of the proposed subdivision to verify information provided by the subdivider. The submission of a subdivision application constitutes a grant of permission by the subdivider to enter the subject property.

II-A-4. Appeals

a. A person who has filed with the governing body an application for a subdivision under the MSPA and these regulations may bring an action in district court to sue the governing body to recover actual damages caused by a final action, decision, or order of the governing body or a regulation adopted pursuant to the MSPA that is arbitrary or capricious.

b. A party identified in subsection (c) below who is aggrieved by a decision of the governing body to approve, conditionally approve, or deny an application and preliminary plat for a proposed subdivision or a final subdivision plat may, within thirty (30) days after the decision, appeal to the district court in the county in which the property involved is located. The petition must specify the grounds upon which the appeal is made.

c. The following parties may appeal under the provisions of subsection (b) above:

   i. the subdivider;

   ii. a landowner with a property boundary contiguous to the proposed subdivision or a private landowner with property within the county or municipality where the subdivision is proposed if that landowner can show a likelihood of material injury to the landowner's property or its value;

   iii. the county commissioners of the county where the subdivision is proposed; and

   iv (A) a first-class municipality as described in 7-1-4111, if a subdivision is proposed within three (3) miles of its limits;

   (B) a second-class municipality, as described in 7-1-4111, if a subdivision is proposed within two (2) miles of its limits;

   (C) a third-class municipality, as described in 7-1-4111, if a subdivision is proposed within two (2) miles of its limits.

d. For the purposes of this section, "aggrieved" means a person who can demonstrate a specific personal or legal interest, as distinguished from a general interest, who has been or is likely to be specifically and injuriously affected by the decision.

III. MAJOR SUBDIVISIONS

III-A. Review and Approval Procedures for Major Subdivisions

Subdivisions that qualify for major subdivision review are those divisions of land containing six (6) or more lots, or subdivisions of five (5) or fewer lots that do not otherwise qualify for review as minor subdivisions under 76-3-609, MCA and these regulations.

III-A-1. Pre-application Process

a. Prior to submittal of the subdivision application, the subdivider shall request a pre-application meeting with the Development Review Committee. The meeting shall occur within thirty (30) days after the subdivider submits a written request for the meeting to the Planning Department.

b. At the time of the pre-application meeting request, the subdivider shall provide the Development Review Committee with a sketch plan of the proposed subdivision showing the layout of the proposed features in relation to existing site conditions. The sketch plan may be a freehand sketch drawn directly on a print of the topographic map and should include the following:

(i) Information on the current status of the site, including:

(A) location;

(B) approximate tract and lot boundaries of existing tracts of record;

(C) description of general terrain;

(D) natural features;

(E) existing structures and improvements;

(F) existing utility lines and facilities; and

(G) existing easements and rights of way.

(ii) Information on the proposed subdivision, including:

(A) tract and lot boundaries;

(B) proposed public improvements;

(C) location of utility lines and facilities;

(D) easements and rights of way; and

(E) parks and open space.

c. At the pre-application meeting:

(i) The Development Review Committee shall identify, for informational purposes, the state laws, local regulations and growth policy provisions that may apply to the subdivision review process;

(ii) The Development Review Committee shall provide the subdivider with a list of public utilities, local, state and federal agencies, and any other entities that have a substantial interest in the proposed subdivision and that may be contacted for comment on the subdivision application. The Development Review Committee shall also identify the timeframes that the public utilities, agencies, and other entities are given to respond.

(iii) The Development Review Committee shall identify particular additional information the Committee anticipates will be required for review of the subdivision application pursuant to Section III-B-2. This does not limit the ability of the City to request additional information at a later time.

d. Unless the subdivider submits the subdivision application as provided in Section III-B-1 of these regulations within 180 working days of the pre-application meeting, the subdivider must request a second pre-application meeting prior to submitting the application.

III-B. Subdivision Applications

III-B-1. Subdivision Application and Preliminary Plat Submittal

a. The subdivider shall submit to the Planning Department a subdivision application containing the following materials:

(i) two (2) copies of the completed Preliminary Plat Application form (see Appendix A) and supplements required by Appendix B.

(ii) the required review fee as stated in the Fee Schedule in Section X;

(iii) three (3) copies of the preliminary plat of the proposed subdivision which:

(A) contains the information required for preliminary plats; and

(B) conforms to the Design and Improvement Standards set forth in Section VI of these regulations;

(iv) a summary of probable impacts, pursuant to Section III-B-6, including any mitigation of impacts;

(v) proof that the subdivider has submitted for review copies of the subdivision application and environmental assessment, if applicable, to the public utilities and agencies of local, state, and federal government identified during the pre-application meeting or subsequently identified as having a substantial interest in the proposed subdivision; and

(vi) such additional relevant and reasonable information as identified by the Development Review Committee during the pre-application meeting pursuant to Section III-A-1(c)(iii) that is pertinent to the required elements of this Section.

III-B-2. Review Process

a. Local Government to Perform Element and Sufficiency Review

The local government shall be the entity to complete element and sufficiency review even if the subdivider has applied to the DEQ first pursuant to 76-4-129, MCA.

b. Element Review

(i) Within five (5) working days of receipt of a subdivision application and fee, the Planning Department shall determine whether the application contains all of the applicable materials required by Section III-B-1 of these regulations and shall give written notice to the subdivider of the Department's determination.

(A) If the Planning Department determines that elements are missing from the application, those elements shall be identified in the notification and the Department shall take no further action on the application until the missing elements are submitted.

(B) The subdivider may correct the deficiencies and resubmit the application.

(C) If the subdivider corrects the deficiencies and resubmits the application in accordance with (b)(i)(B) above, the Planning Department shall have five (5) working days to notify the subdivider whether the resubmitted application contains all the materials required.

(D) This process shall be repeated until the subdivider submits an application containing all the materials required by Section III-B-1.

c. Sufficiency Review

(i) Within fifteen (15) working days after the Planning Department notifies the subdivider that the application contains all of the required elements as provided in subsection (b), the Planning Department shall determine whether the application and required elements contain detailed, supporting information that is sufficient to allow for the review of the proposed subdivision under the provisions of the MSPA and these regulations and shall give written notification to the subdivider of the Department's determination.

(A) If the Planning Department determines that the information in the application is not sufficient to allow for review of the proposed subdivision, the notification shall identify the insufficient information and the Department shall take no further action on the application until the material is resubmitted.

(B) The subdivider may correct the deficiencies and resubmit the application.

(C) If the subdivider corrects the deficiencies and resubmits the application in accordance with (i)(B) above, the Planning Department shall have fifteen (15) working days to notify the subdivider whether the resubmitted application and required elements contain detailed, supporting information that is sufficient to allow for review of the proposed subdivision under provisions of the MSPA and these regulations.

(D) This process shall be repeated until the subdivider submits an application that contains detailed, supporting information that is sufficient for review of the proposed subdivision under the provisions of the MSPA and these regulations.

(ii) A determination that an application contains sufficient information for review as provided in this subsection (c) does not ensure that the proposed subdivision will be approved or conditionally approved by the governing body and does not limit the ability of the Planning Department, Planning Board, or the governing body to request additional information during the review process.

(iii) A determination of sufficiency by the Planning Department pursuant to this subsection does not limit the DEQ from requiring additional water and sanitation information as part of the DEQ review of water and sanitation information.

d. Applicable Regulations

Subdivision review and approval, conditional approval or denial shall be based on those regulations in effect at the time a subdivision application and preliminary plat is deemed to contain sufficient information for review. If regulations change during the element or sufficiency review, the determination of whether the application contains the required elements and sufficient information, and the subdivision review, shall be based on the new regulations.

e. Time Period for Approval, Conditional Approval, or Denial

Within sixty (60) working days, the governing body shall approve, conditionally approve or deny the proposed subdivision according to Section III-B-6 of these regulations, unless the subdivider and the Department agree to an extension or suspension of the review period. The review period of sixty (60) working days begins once the Planning Department has given notice to the subdivider that the subdivision application is sufficient for review. Notification constitutes the date when the Planning Department sends the notice to the subdivider.

f. Public Agency and Utility Review

Review and comment by public agencies or utilities may not delay the governing body's action on the subdivision application beyond the sixty (60) working day review period. The governing body will make these comments available to the subdivider and to the general public upon request. If, during the review of the application, the Planning Department or the Planning Board contacts a public utility, agency, or other entity that was not included on the list provided during the pre-application meeting, the Planning Department shall notify the subdivider of the contact and the timeframe for response.

III-B-3. Public Hearings and Notices –In General

a. Hearings

The Planning Board shall hold a public hearing on the subdivision application when a hearing is required by these regulations.

b. Notice

(i) Notice of the times and dates of the hearing shall be given by publication in a newspaper of general circulation in the county not less than fifteen (15) days prior to the date of the hearing.

(ii) At least fifteen (15) days prior to the date of the hearing, notice of the hearing shall be given by certified mail to the subdivider, each property owner of record whose property is immediately adjoining the land included in the preliminary plat, and each purchaser under contract for deed of property immediately adjoining the land included in the preliminary plat.

(iii) The Planning Board may require the notices be posted at conspicuous places on the site of the proposed subdivision.

III-B-4. Planning Board Hearing, Consideration and Recommendation

a. Hearing

After the subdivision application is deemed to have all the required elements and contain detailed, supporting information that is sufficient to allow for review, the Planning Board shall hold a public hearing on the subdivision application.

b. Consideration-Standards

In recommending approval, conditional approval or denial of the subdivision application, the Planning Board shall base its recommendation on compliance of the subdivision application with the following:

(i) these regulations, including but not limited to the design standards set forth in Section VI;

(ii) applicable zoning regulations;

(iii) The MSPA, including but not limited to 76-3-608(3), MCA, as delineated in Section III-B-6(a) and (b) of these regulations; and

(iv) other applicable regulations.

c. Consideration-Evidence

In recommending approval, conditional approval or denial of the subdivision application and preliminary plat, the Planning Board may consider, without limitation, the following (as applicable):

(i) the subdivision application and preliminary plat;

(ii) the environmental assessment;

(iii) discussion of probable impacts;

(iv) an officially adopted growth policy;

(v) the public hearing;

(vi) planning staff report and recommendation; and

(vii) any additional information authorized by law.

d. Recommendation

Within ten (10) working days after the public hearing, the Planning Board shall submit the following in writing to the subdivider and the governing body:

(i) recommended findings of fact based on the evidence in subsection (c) above that discuss and weigh the subdivision's compliance with and impact on subsection (b) of these regulations; and

(ii) a recommendation for approval, conditional approval (including any recommended conditions and/or mitigation measures), or denial of the subdivision application and preliminary plat.

e. Water and Sanitation Information

The Planning Board or planning staff shall collect public comment regarding water and sanitation information pertaining to the subdivision. The Planning Board shall forward all comments regarding water and sanitation to the governing body.

III-B-5. Subdivider's Preference for Mitigation

No later than ten (10) days before the meeting at which the governing body is to consider the subdivision application and preliminary plat, the subdivider may submit in writing to the governing body the subdivider's comments on and responses to the Planning Board's recommendations. This document may include the subdivider's alternative proposals, if any, for mitigating the impacts identified in the Planning Board's recommendations. The governing body will consult with the subdivider and will give due weight and consideration to the subdivider's expressed preference.

III-B-6. Governing Body Decision and Documentation

a. Prerequisites to Approval

The governing body may not approve or conditionally approve a subdivision application and preliminary plat unless the proposed subdivision:

(i) provides easements for the location and installation of any planned utilities;

(ii) provides legal and physical access to each parcel within the subdivision and the notation of that access on the applicable plat and any instrument transferring the parcel;

(iii) assures that all required public improvements will be installed before final plat approval, or that their installation after final plat approval will be guaranteed as provided by Section III-C-5 of these regulations; and

(iv) complies with the requirements of 76-3-504, MCA, regarding the disclosure and disposition of water rights as follows:

If the proposed subdivision will create lots averaging less than five (5) acres in size, pursuant to 76-3-504(1)(j), MCA, the subdivider shall:

(A) reserve all or a portion of the appropriation water rights owned by the owner of the land to be subdivided and transfer the water rights to a single entity for use by landowners within the subdivision who have a legal right to the water, and reserve and sever any remaining surface water rights from the land;

(B) if the land to be subdivided is subject to a contract or interest in a public or private entity formed to provide the use of a water right on the subdivision lots, establish a landowner's water use agreement administered through a single entity that specifies administration and the rights and responsibilities of landowners within the subdivision who have a legal right and access to the water; or

(C) reserve and sever all surface water rights from the land.

Note: When comment or information is presented to the governing body at a meeting where it is considering a proposed subdivision, the governing body shall determine whether such comment constitutes information or analysis of information that was presented at the planning board hearing on the subdivision application that the public has had a reasonable opportunity to examine and on which the public has had a reasonable opportunity to comment, in which case the

governing body shall proceed to its decision whether to approve, conditionally approve, or deny the proposed subdivision; or

New relevant and credible information or analysis of information that has never been submitted as evidence or considered by the planning board at a hearing on the subdivision application, in which case the governing body shall direct the planning board to schedule a subsequent public hearing for consideration of only the new information or analysis of information that may have an impact on the findings and conclusions that the governing body will rely upon in making its decision on the proposed subdivision..

When held, subsequent hearings must occur within forty-five (45) days of the order by the governing body. Subsequent hearings shall be subject to the same notice requirements as original public hearings and shall be limited in scope to the new information not yet considered.

The ordering of a subsequent hearing shall suspend the sixty (60) day review period until the next meeting of the governing body at which the subdivision application may legally be considered.

b. Consideration-Standards

In approving, conditionally approving, or denying a subdivision application and preliminary plat, the governing body shall consider subsection (a) above, and whether the proposed subdivision complies with:

(i) these regulations, including, but not limited to, the design standards set forth in Section VI;

(ii) applicable zoning regulations;

(iii) other applicable regulations; and

(iv) the MSPA, including but not limited to the following factors that are representative of, but not an exhaustive list of impacts on the criteria identified in 76-3-608(3)(a), MCA:

(A) Impacts on agriculture

Agriculture is defined as the production of food, feed, and fiber commodities, livestock and poultry, bees, fruits and vegetables, and sod, ornamental, nursery, and horticultural crops that are raised, grown, or produced for commercial purposes.

(1) Would the subdivision remove agricultural or timberlands with significant existing or potential production capacity?

(2) Would the subdivision remove from production agricultural lands that are critical to the area's agricultural operations?

(3) Would the subdivision create significant conflict with nearby agricultural operations (e.g. creating problems for moving livestock, operating farm machinery, maintaining water supplies, controlling weeds, applying pesticides or would the subdivision generate nuisance complaints due to nearby agricultural operations)?

(B) Impact on agricultural water user facilities

Agricultural water user facilities are defined as any part of an irrigation system used to produce an agricultural product on property used for agricultural purposes.

(1) Would the subdivision create a significant conflict with agricultural water user facilities (e.g. creating problems for operating and maintaining irrigation systems or creating nuisance complaints due to safety concerns, noise, etc.)?

(C) Impact on local services

Local services are defined as all services provided by any local government unit having jurisdiction over the subdivision as well as those commonly provided by private entities to similar properties in the vicinity.

(1) What additional or expanded public services and facilities would be demanded to serve this subdivision?
   a. What additional costs would result for services such as streets, law enforcement, parks and recreation, fire protection, water, sewer and solid waste, schools and busing (including additional personnel, equipment, construction and maintenance costs)?
   b. Who would bear these costs?
   c. Can the service providers meet the additional costs given legal and other constraints?

(2) Would the subdivision allow existing services, through expanded use, to operate more efficiently or make the installation or improvement of services feasible?

(3) What are the present tax revenues received from the unsubdivided land by the County, City and Schools?

(4) What would be the approximate revenues received by each above taxing authority when the subdivision is improved and built upon?

(5) Would new taxes generated from the subdivision cover additional public costs?

(6) Would any special improvement districts be created which would obligate the City fiscally or administratively?

(D) Impact on natural environment

The natural environment is defined as the physical conditions that exist within a given area.

(1) How would the subdivision affect surface and groundwater, soils, slopes, vegetation, historical or archaeological features, and visual features within the subdivision or on adjacent lands?

a. Would any streambanks be altered, streams rechanneled or any surface water contaminated from run-off carrying sedimentation or other pollutanats?
b. Would groundwater supplies likely be contaminated or depleted as a result of the subdivision?
c. Would construction of streets or building sites result in excessive cuts and fills on steep slopes or cause erosion on unstable soils?
d. Would significant vegetation be removed causing soil erosion or bank instability?
e. Would significant historical or archaeological features be damaged or destroyed by the subdivision?
f. Would the subdivision be subject to natural hazards such as flooding, rock, snow or land slides, high winds, severe wildfires or difficulties such as shallow bedrock, high water table, unstable or expansive soils, or excessive slopes?

(E) Impacts on wildlife and habitat

Wildlife and wildlife habitat are defined as living things that are neither human nor domesticated and the physical surroundings required for their existence.

(1) How would the subdivision affect critical wildlife areas such as big game wintering range, migration routes, nesting areas, wetlands or other important habitat?

(2) How would pets or human activity affect wildlife?

(F) Impacts on public health and safety

Public health and safety is defined as a condition of well being wherein risk of injury to the community at large is minimized.

(1) Would the subdivision be subject to hazardous conditions due to high voltage lines, airports, highways, railroads, high-pressure gas lines, or adjacent industrial uses?

(2) What existing uses may be subject to complaints from residents of the subdivision?

(3) What public health or safety hazards, such as dangerous traffic or fire conditions, would be created by the subdivision?

c. Consideration-Evidence

In making its decision to approve, conditionally approve, or deny a proposed subdivision, the governing body may consider the following, as applicable:

(i) the subdivision application and preliminary plat;

(ii) the environmental assessment;

(iii) the statement of probable impacts and mitigation;

(iv) an officially adopted growth policy;

(v) comments, evidence and discussions at the public hearing;

(vi) planning staff report and recommendations;

(vii) Planning Board recommendation; and

(viii) any additional information authorized by law.

d. Water and Sanitation-Special Rules

(i) The governing body may conditionally approve or deny a proposed subdivision application as a result of the water and sanitation information provided in Section III-B-1(a)(i) or public comment received pursuant to subsection (iv) below and Section III-B-4(e) on the water and sanitation information *only if* the conditional approval or denial is based on existing subdivision, zoning or other regulations that the governing body has the authority to enforce.

(ii) For a proposed subdivision that will create one or more parcels containing less than twenty (20) acres, the governing body may require approval by the DEQ as a condition of approval of the final plat.

(iii) For a proposed subdivision that will create one or more parcels containing twenty (20) acres or more, the governing body may condition approval of the final plat upon the subdivider demonstrating that there is an adequate water source and at least one area for a septic system and a replacement drain field for each lot.

(iv) The governing body shall collect public comments submitted regarding water and sanitation information and shall make any comments submitted or a summary of the comments submitted available to the subdivider within thirty (30) days after conditional approval or approval of the subdivision application and preliminary plat.

(v) The subdivider shall, as part of the subdivider's application for sanitation approval, forward the comments or the summary provided by the governing body to the:

(A) reviewing authority provided in Montana Code Annotated, Title 76, chapter 4, for subdivisions that will create one or more parcels containing less than twenty (20) acres; and

(B) local health department or board of health for proposed subdivisions that will create one or more parcels containing twenty (20) acres or more and less than one-hundred-sixty (160) acres.

e. Documentation of Governing Body Decision

(i) In rendering its decision to approve, conditionally approve, or deny the proposed subdivision, the governing body shall issue written Findings of

Fact that discuss and weigh the proposed subdivision's compliance with subsection (a) above and impact on the standards set forth in subsection (b) above.

(ii) When the governing body approves, denies, or conditionally approves the proposed subdivision, it shall send the subdivider a letter, with the appropriate signature, and make the letter available to the public. The letter shall:

(A) contain information regarding the appeal process for the denial or imposition of conditions;

(B) identify the regulations and statutes that are used in reaching the decision to approve, deny, or impose conditions and explain how they apply to the decision;

(C) provide the facts and conclusions that the governing body relied upon in making its decision and reference documents, testimony, or other materials that form the basis of the decision; and

(D) provide the conditions that apply to the preliminary plat approval and that must be satisfied before the final plat may be approved.

f. Subdivision Application and Preliminary Plat Approval Period

(i) Approval or conditional approval of a preliminary plat shall be in effect for two (2) calendar years from the date the subdivider is notified of the governing body action.

(A) At the end of this period, the governing body may, at the request of the subdivider, extend its approval for a period of one year.

(B) The governing body may extend the approval for more than one year if that approval period is included as a specific condition of a written subdivision improvements agreement between the governing body and the subdivider, provided for in Section III-C-5.

(ii) After the application and preliminary plat are approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval unless the preliminary plat approval expires.

(iii) The governing body may withdraw approval of an application and preliminary plat if it determines that information provided by the

subdivider, and upon which the approval or conditional approval was based, is inaccurate.

III-B-7. Amended Applications

a. If the subdivider changes the subdivision application or preliminary plat after the Planning Department makes a determination of sufficiency pursuant to Section III-B-2(c) but before the Planning Board hearing, the subdivider shall submit the amended application to the Planning Department for review.

(i) Within five (5) working days of receiving the amended application or preliminary plat, the Planning Department shall determine whether the changes to the subdivision application or preliminary plat are material.

(ii) The sixty (60) working day review period is suspended while the Planning Department considers whether the changes to the subdivision application or preliminary plat are material.

(iii) If the Planning Department determines the changes are not material, the sixty (60) working day review period resumes when the Planning Department mails notice of the decision to the subdivider.

(iv) If the Planning Department determines the changes are material, the Department may either require the subdivider to schedule a new pre-application meeting and resubmit the application as a new subdivision application or proceed with the sixty (60) working day review period.

b. If the subdivider changes the subdivision application or preliminary plat after the Planning Board hearing but before the governing body review, the subdivider shall submit the amended application or preliminary plat to the Planning Department.

(i) Within five (5) working days of receiving the amended application or preliminary plat, the Planning Department shall determine whether the changes to the subdivision application or preliminary plat are material.

(ii) The sixty (60) working day review period is suspended while the Planning Department considers whether the changes to the subdivision application or preliminary plat are material.

(iii) If the Planning Department determines the changes are not material, the sixty (60) working day review period resumes when the Department mails notice of the decision to the subdivider.

(iv) If the Planning Department determines the changes are material, the Department shall:

(A) schedule a new Planning Board hearing to take comment on the amended application or preliminary plat. Notice of the new Planning Board hearing shall be provided as set forth in Section III-B-3. A supplemental staff report shall be prepared to address the changes to the original application.

(B) the subdivider will be assessed an additional fee for rehearing (See Section X-A.)

(v) When a new Planning Board hearing is held pursuant to subsection (b)(iv)(A) above, the sixty (60) working day review period is suspended until ten (10) working days after the date of the second Planning Board hearing.

c. By making changes to a pending subdivision application or preliminary plat, the subdivider consents to suspension of the review period as provided in subsections (a)(ii) and (b)(ii) above.

d. The following changes, although not an exhaustive list, may be considered material:

(i) configuration or number of lots;

(ii) road layout;

(iii) water and/or sewer proposals;

(iv) configuration of park land or open spaces;

(v) easement provisions; and

(vi) designated access.

e. A subdivider whose subdivision application or preliminary plat has been deemed materially changed by the Planning Department may appeal the decision to the governing body by written notice within ten (10) working days. The subdivider may request a hearing, and may submit additional evidence to show that the changes to the preliminary plat are not material.

(i) The sixty (60) working day review period is suspended until the governing body decision on the appeal is made.

(ii) If the governing body concludes that the evidence and information demonstrate that the changes to the subdivision application or preliminary plat are material, the governing body shall order that the subdivision

application be scheduled for rehearing in front of the Planning Board pursuant to subsection (b)(iv)(A).

(iii) If the governing body concludes that the evidence and information demonstrate that the changes to the subdivision application or preliminary plat are *not* material, the sixty (60) working day review period resumes as of the date of the decision.

(iv) By appealing the decision of the Planning Department, the subdivider agrees to suspension of the sixty (60) working day review period provided in subsection (i) above.

III-C. Final Plats

III-C-1. Final Plat Submittal

The final plat must be submitted to the Planning Department before the expiration of the subdivision application and preliminary plat approval period described in Section III-B-6 (f). An application for final plat approval (see form, Appendix C), the final plat, and the appropriate review fee, if any, must be submitted to the Planning Department for review and approval of the governing body.

III-C-2. Final Plat Contents

The final plat submitted for approval must conform to the preliminary plat as previously reviewed and approved by the governing body and must incorporate all required modifications and comply with all conditions imposed at the time of subdivision application and preliminary plat approval. The final plat and accompanying documents must comply with the Montana Uniform Standards for Final Subdivision Plats. Final plats of subdivisions approved for phased development may be filed sequentially in accordance with the approval.

III-C-3. Final Plat Review

a. Final Plat Submittal

The final plat and all supplementary documents shall be submitted to the Planning Department at least thirty (30) working days prior to the expiration of preliminary plat approval or an extension thereto, and no less than ten (10) working days prior to the date the final plat is presented to the governing body for approval. The submittal shall include, as applicable:

(i) a final plat application;

(ii) the appropriate fee;

(iii) all required information;

(iv) county and/or city attorney approvals; and

(v) a written explanation of how each of the conditions of the preliminary plat approval has been satisfied.

b. Review by Development Review Committee

The Development Review Committee shall review the final plat to ascertain that all conditions and requirements for final plat approval have been met. The Development Review Committee will not accept, begin processing, nor schedule any actions on a final plat submittal until a complete application and fee have been received. Final plat applications will not be considered complete until all conditions of preliminary approval have been satisfied.

The City may require that final subdivision plats be reviewed for errors and omissions in calculation or drafting by an examining land surveyor before recording with the Clerk and Recorder. When the survey data shown on the plat meets the conditions pursuant to these regulations, the examining surveyor shall certify the compliance in a printed or stamped certificate on the plat. The certificate must be signed by the surveyor.

III-C-4. Restrictive Covenants – Approval and Content

a. If common property is to be deeded to a property owners' association, the covenants and by-laws which govern the association must, at a minimum, provide for the:

(i) Formation of a property owners' association concurrently with the filing of the final subdivision plat;

(ii) Mandatory membership for each property owner. Purchasers of property may also be required to sign a waiver of right to protest the formation of a maintenance district to maintain improvements;

(iii) Perpetual reservation of the common property when required under 76-3-621(6)(a), MCA;

(iv) Payment of liability insurance premiums, local taxes, and the cost of maintaining recreational or other facilities;

(v) Placement of liens on the property of lot owners who are delinquent in the payment of association fees and assessments;

(vi) Adjustment of assessments to meet changing needs;

(vii) Means of enforcing the covenants, and of receiving and processing complaints;

(viii) Dissolution of the association and modification of the covenants and restrictions after obtaining the governing body's approval of the change; and

(ix) Regular maintenance of roads, parks, buildings, drainage facilities, and other facilities controlled by the association.

III-C-5. Public Improvements Agreement; Guaranty

As a condition of approval of the final plat, the subdivider must have installed all required improvements or have entered into a subdivision improvements agreement guaranteeing the construction, installation, and maintenance of all required improvements (76-3-507, MCA). (Appendix D.)

III-C-6. Final Plat Approval

a. Approval by the Governing Body

The governing body shall examine every final subdivision plat and within thirty (30) working days of its submission to the Development Review Committee shall approve it if it conforms to the conditions of preliminary plat approval and to the terms of the MSPA and these regulations or deny it pursuant to (ii) below.

(i) If the final plat is approved, the governing body shall certify its approval on the face of the final plat. When applicable, a certificate of the governing body expressly accepting any dedicated land, easements, or improvements will be filed with the final plat.

(ii) If the final plat is denied, the governing body shall write a letter stating the reason for denial and forward a copy to the subdivider. The governing body will return the final plat to the subdivider within ten (10) working days of the action. The subdivider may then make any necessary corrections and resubmit the final plat for approval.

b. Final Plat Substantially Different

If the final plat differs substantially from the approved preliminary plat, the governing body shall return the final plat to the Development Review Committee for additional review.

c. Inaccurate Information

The governing body may withdrawal approval of a final plat if it determines that material information provided by the subdivider is inaccurate.

III-C-7. Final Plat Filing

After it is approved, the final plat may not be altered in any manner except as provided in Section III-D. The county clerk and recorder may not accept any plat for filing that does not bear the governing body's approval in proper form or that has been altered. The clerk and recorder may file an approved plat only if it is accompanied by the documents specified in the Montana Uniform Standards for Monumentation, and Final Subdivision Plats.

III-D. Amending Filed Plats

a. Changes that materially alter any portion of a filed plat, its land divisions or improvements, or that will modify the approved use of land within the subdivision, must be made by filing an amended plat showing all alterations. Any alteration which increases the number of lots or modifies six (6) or more lots, or abandons a public dedicated road right-of-way must be reviewed and approved by the governing body.

b. An amended plat is subject to the procedures for reviewing major or minor subdivisions, as appropriate. The governing body may not approve an amended final plat without the written consent of the owners (or lenders) of all lots that will be modified by the proposed amendment.

c. The governing body may not approve an amendment that will place a lot in non-conformance with the design standards contained in Section VI of these regulations unless the governing body holds a public hearing on the amendment and issues a written variance from the standards pursuant to Section X-B, Variances.

d. The final amended plat submitted for approval must comply with the requirements for final subdivision plats.

IV. REVIEW AND APPROVAL PROCEDURES FOR MINOR SUBDIVISIONS

Subdivisions containing five (5) or fewer parcels shall be reviewed as set forth in this Section IV.

First minor subdivisions shall be reviewed pursuant to Section IV-A and subsequent minor subdivisions shall be reviewed pursuant to Section IV-B.

IV-A. First Minor Subdivision Review

IV-A-1. Pre-application Process

a. Prior to submittal of the subdivision application, the subdivider shall request a pre-application meeting with the Planning Department. The meeting shall occur within thirty (30) days after the subdivider submits a written request for the meeting.

b. At the time of the pre-application meeting request, the subdivider shall provide the Planning Department with a sketch plan of the proposed subdivision showing the layout of the proposed features in relation to existing site conditions. The sketch plan may be a freehand sketch drawn directly on a print of the topographic map and should include the following:

(i) Information on the current status of the site, including:

(A) location;

(B) approximate tract and lot boundaries of existing tracts of record;

(C) description of general terrain;

(D) natural features;

(E) existing structures and improvements;

(F) existing utility lines and facilities; and

(G) existing easements and rights of way.

(ii) Information on the proposed subdivision, including:

(A) tract and lot boundaries;

(B) proposed public improvements;

(C) location of utility lines and facilities;

(D) easements and rights of way; and

(E) parks and open space.

c. At the pre-application meeting:

(i) the Planning Department shall identify, for informational purposes, the state laws, local regulations and growth policy provisions that may apply to the subdivision review process;

(ii) the Planning Department shall provide the subdivider with a list of public utilities, local, state and federal agencies, and any other entities that have a substantial interest in the proposed subdivision and that may be contacted for comment on the subdivision application. The Planning Department shall also identify the timeframes that the public utilities, agencies, and other entities are given to respond; and

(iii) the Planning Department shall identify particular additional information the Department anticipates will be required for review of the subdivision application pursuant to Section IV-A-5. This does not limit the ability of the Planning Department to request additional information at a later time.

d. Unless the subdivider submits the subdivision application as provided in Section IV-A-2 of these regulations within one-hundred-eighty (180) working days of the pre-application meeting, the subdivider must request a second pre-application meeting prior to submitting the application.

IV-A-2. First Minor Subdivision Application and Preliminary Plat Submittal

a. The subdivider shall submit to the governing body or to the agent or agency designated by the governing body a subdivision application containing the following materials:

(i) two (2) copies of the completed Preliminary Plat Application form (see Appendix A), and supplements required by Appendix B;

(ii) the required review fee as stated in the Fee Schedule in Section X;

(iii) three (3) copies of the preliminary plat of the proposed minor subdivision which:

(A) contains the information and supplements required by Appendix A and Appendix B; and

(B) conforms to the Design and Improvement Standards set forth in Section VI of these regulations

(iv) sufficient evidence demonstrating that the subdivision will be the first minor subdivision from a tract of record;

(v) a summary of probable impacts, pursuant to Section IV-A-8, including any mitigation of impacts;

(vi) proof that the subdivider has submitted for review copies of the subdivision application to the public utilities and agencies of local, state, and federal government identified during the pre-application meeting or subsequently identified as having a substantial interest in the proposed subdivision; and

(vii) such additional relevant and reasonable information as identified by the Planning Department during the pre-application meeting pursuant to Section IV-A-1(c)(iii) that is pertinent to the required elements of this Section.

IV-A-3. First Minor Subdivision Plat Form and Contents

For a first minor subdivision, the subdivider shall submit a preliminary plat that conforms to the Montana Uniform Standards for Monumentation, and Subdivision Plats. The subdivider must also submit the supplements required for preliminary plats described in Appendix A and B of these regulations. The minor subdivision plat must conform to the design standards set forth in Section VI of these regulations.

IV-A-4. First Minor Subdivision Exceptions

The following do not apply to first minor subdivisions:

a. preparation of an environmental assessment;

b. public hearing requirements; and

c. review of the subdivision application for the impact on agriculture, agricultural water user facilities, local services, the natural environment, wildlife and wildlife habitat, and public health and safety, *if* the subdivision is proposed in a jurisdictional area that has adopted zoning regulations that address those impacts.

IV-A-5. First Minor Subdivision Review Process

a. Local Government to Perform Element and Sufficiency Review

The local government shall be the entity to complete element and sufficiency review even if the subdivider has applied to the DEQ first pursuant to 76-4-129, MCA.

b. Element Review

(i) Within five (5) working days of receipt of a subdivision application and fee, the Planning Department shall determine whether the application contains all of the applicable materials required by Section IV-A-2,

including Appendix A and Appendix B of these regulations, as applicable, and shall give written notice to the subdivider of the Department's determination.

(A) If the Planning Department determines that elements are missing from the application, the Department shall identify those elements in the notification and no further action shall be taken on the application until the missing elements are submitted.

(B) The subdivider may correct the deficiencies and resubmit the application.

(C) If the subdivider corrects the deficiencies and resubmits the application in accordance with (i)(B) above, the Planning Department shall have five (5) working days to notify the subdivider whether the resubmitted application contains all the materials required by Section IV-A-2 and by Appendix A and Appendix B of these regulations, as applicable.

(D) This process shall be repeated until the subdivider submits an application containing all the materials required by Section IV-A-2, including Appendix A and Appendix B, as applicable.

c. Sufficiency Review

(i) Within fifteen (15) working days after the reviewing agent or agency notifies the subdivider that the application contains all of the required elements as provided in subsection (b), the Planning Department shall determine whether the application and required elements contain detailed, supporting information that is sufficient to allow for the review of the proposed subdivision under the provisions of the MSPA and these regulations and give written notification, to the subdivider of this determination.

(A) If the Planning Department determines that the information in the application is not sufficient to allow for review of the proposed subdivision, the Department shall identify the insufficient information in its notification and no further action shall be taken on the application until the material is resubmitted.

(B) The subdivider may correct the deficiencies and resubmit the application.

(C) If the subdivider corrects the deficiencies and resubmits the application in accordance with (i)(B) above, the Planning Department shall have fifteen (15) working days to notify the subdivider whether the resubmitted application and required

elements contain detailed, supporting information that is sufficient to allow for review of the proposed subdivision under provisions of the MSPA and these regulations.

(D) This process shall be repeated until the subdivider submits an application that contains detailed, supporting information that is sufficient for review of the proposed subdivision under the provisions of the MSPA and these regulations.

(ii) A determination that an application contains sufficient information for review as provided in this subsection (c) does not ensure that the proposed subdivision will be approved or conditionally approved by the governing body and does not limit the ability of the Planning Department, Planning Board, or the governing body to request additional information during the review process.

(iii) A determination of sufficiency by the Planning Department pursuant to this subsection does not limit the DEQ from requiring additional water and sanitation information as part of the DEQ review of water and sanitation information.

d. Applicable Regulations

Subdivision review and approval, conditional approval or denial shall be based on those regulations in effect at the time a subdivision application and preliminary plat is deemed to contain sufficient information for review. If regulations change during the element or sufficiency review, the determination of whether the application contains the required elements and sufficient information, and the subdivision review, shall be based on the new regulations.

e. Time Period for Approval, Conditional Approval, or Denial

Within thirty-five (35) working days, the governing body shall approve, conditionally approve or deny the proposed subdivision according to Section IV-A-8 of these regulations, unless the subdivider and the Planning Department agree to an extension or suspension of the review period, not to exceed one year. The review period of thirty-five (35) working days begins once the Planning Department has given notice to the subdivider that the subdivision application is sufficient for review. Notification constitutes the date when the reviewing agent or agency sends the notice to the subdivider.

f. Public Agency and Utility Review

Review and comment by public agencies or utilities may not delay the governing body's action on the subdivision application beyond the thirty-five (35) working day review period. The governing body will make these comments available to

the subdivider and to the general public upon request. If, during the review of the application, the Planning Department or the Planning Board contacts a public utility, agency, or other entity that was not included on the list provided during the pre-application meeting, the Planning Department shall notify the subdivider of the contact and the timeframe for response.

IV-A-6. First Minor Planning Board Consideration and Recommendation

a. Consideration-Standards

In recommending approval, conditional approval, or denial of the subdivision application, the Planning Board shall base its recommendation on compliance of the subdivision application with the following:

(i) these regulations, including but not limited to the design standards set forth in Section VI;

(ii) applicable zoning regulations;

(iii) the MSPA, including but not limited to 76-3-608(3), MCA, as delineated in Section IV-A-8(a) and (b) of these regulations; and

(iv) other applicable regulations.

b. Consideration-Evidence

In recommending approval, conditional approval, or denial of the subdivision application and preliminary plat, the Planning Board may consider, without limitation, the following (as applicable):

(i) the subdivision application and preliminary plat;

(ii) discussion of probable impacts;

(iii) an officially adopted growth policy;

(iv) planning staff report and recommendation; and

(v) any additional information authorized by law.

c. Recommendation

Within ten (10) working days of the meeting at which the governing body is to consider the subdivision application and preliminary plat, the Planning Board shall submit the following in writing to the subdivider and the governing body:

(i) recommended findings of fact based on the evidence in subsection (b) above that discuss and weigh the subdivisions compliance with and impact on subsection (a) of these regulations; and

(ii) a recommendation for approval, conditional approval (including any recommended conditions and/or mitigation measures), or denial of the subdivision application and preliminary plat.

d. Water and Sanitation Information

The Planning Board or planning staff shall collect public comment regarding water and sanitation information pertaining to the subdivision. The Planning Board shall forward all comments regarding water and sanitation to the governing body.

IV-A-7. Subdivider's Preference for Mitigation

No later than ten (10) days before the meeting at which the governing body is to consider the subdivision application and preliminary plat, the subdivider may submit in writing to the governing body the subdivider's comments on and responses to the Planning Board's recommendations. This document may include the subdivider's alternative proposals, if any, for mitigating the impacts identified in the Planning Board's recommendations. The governing body will consult with the subdivider and will give due weight and consideration to the subdivider's expressed preferences [76-3-608(5)(b), MCA].

IV-A-8. First Minor Subdivision Governing Body Decision and Documentation

a. Prerequisites to Approval

The governing body may not approve or conditionally approve a subdivision application and preliminary plat unless the proposed subdivision:

(i) provides easements for the location and installation of any planned utilities;

(ii) provides legal and physical access to each parcel within the subdivision and the notation of that access on the applicable plat and any instrument transferring the parcel;

(iii) assures that all required public improvements will be installed before final plat approval, or that their installation after final plat approval will be guaranteed as provided by Section III-C-5 of these regulations; and

(iv) complies with the requirements of 76-3-504, MCA, regarding the disclosure and disposition of water rights as follows:

If the proposed subdivision will create lots averaging less than five (5) acres in size, pursuant to 76-3-504(1)(j), MCA, the subdivider shall:

(A) reserve all or a portion of the appropriation water rights owned by the owner of the land to be subdivided and transfer the water rights to a single entity for use by landowners within the subdivision who have a legal right to the water, and reserve and sever any remaining surface water rights from the land;

(B) if the land to be subdivided is subject to a contract or interest in a public or private entity formed to provide the use of a water right on the subdivision lots, establish a landowner's water use agreement administered through a single entity that specifies administration and the rights and responsibilities of landowners within the subdivision who have a legal right and access to the water; or

(C) reserve and sever all surface water rights from the land.

b. Consideration - Standards

In approving, conditionally approving, or denying a first minor subdivision application, the governing body shall consider subsection (a) above and whether the proposed subdivision complies with:

(i) these regulations, including but not limited to, the design standards set forth in Section VI;

(ii) applicable zoning regulations;

(iii) other applicable regulations; and

(iv) the MSPA, including but not limited to the following factors that are representative of, but not an exhaustive list of impacts on the criteria identified in 76-3-608(3)(a), MCA:

(A) Impacts on agriculture

Agriculture is defined as the production of food, feed, and fiber commodities, livestock and poultry, bees, fruits and vegetables, and sod, ornamental, nursery, and horticultural crops that are raised, grown, or produced for commercial purposes.

(1) Would the subdivision remove agricultural or timberlands with significant existing or potential production capacity?

(2) Would the subdivision remove from production agricultural lands that are critical to the area's agricultural operations?

(3) Would the subdivision create significant conflict with nearby agricultural operations (e.g. creating problems for moving livestock, operating farm machinery, maintaining water supplies, controlling weeds, applying pesticides or would the subdivision generate nuisance complaints due to nearby agricultural operations)?

(B) Impact on agricultural water user facilities

Agricultural water user facilities are defined as any part of an irrigation system used to produce an agricultural product on property used for agricultural purposes.

(1) Would the subdivision create a significant conflict with agricultural water user facilities (e.g. creating problems for operating and maintaining irrigation systems or creating nuisance complaints due to safety concerns, noise, etc.)?

(C) Impact on local services

Local services are defined as all services provided by any local government unit having jurisdiction over the subdivision as well as those commonly provided by private entities to similar properties in the vicinity.

(1) What additional or expanded public services and facilities would be demanded to serve this subdivision?
   a. What additional costs would result for services such as streets, law enforcement, parks and recreation, fire protection, water, sewer and solid waste, schools and busing (including additional personnel, equipment, construction and maintenance costs)?
   b. Who would bear these costs?
   c. Can the service providers meet the additional costs given legal and other constraints?

(2) Would the subdivision allow existing services, through expanded use, to operate more efficiently or make the installation or improvement of services feasible?

(3) What are the present tax revenues received from the unsubdivided land by the County, City and Schools?

(4) What would be the approximate revenues received by each above taxing authority when the subdivision is improved and built upon?

(5) Would new taxes generated from the subdivision cover additional public costs?

(6) Would any special improvement districts be created which would obligate the City fiscally or administratively?

(D) Impact on natural environment

The natural environment is defined as the physical conditions that exist within a given area.

(1) How would the subdivision affect surface and groundwater, soils, slopes, vegetation, historical or archaeological features, and visual features within the subdivision or on adjacent lands?

g. Would any streambanks be altered, streams rechanneled or any surface water contaminated from run-off carrying sedimentation or other pollutanats?
h. Would groundwater supplies likely be contaminated or depleted as a result of the subdivision?
i. Would construction of streets or building sites result in excessive cuts and fills on steep slopes or cause erosion on unstable soils?
j. Would significant vegetation be removed causing soil erosion or bank instability?
k. Would significant historical or archaeological features be damaged or destroyed by the subdivision?
l. Would the subdivision be subject to natural hazards such as flooding, rock, snow or land slides, high winds, severe wildfires or difficulties such as shallow bedrock, high water table, unstable or expansive soils, or excessive slopes?

(E) Impacts on wildlife and habitat

Wildlife and wildlife habitat are defined as living things that are neither human nor domesticated and the physical surroundings required for their existence.

(1) How would the subdivision affect critical wildlife areas such as big game wintering range, migration routes, nesting areas, wetlands or other important habitat?

(2) How would pets or human activity affect wildlife?

(F) Impacts on public health and safety

Public health and safety is defined as a condition of well being wherein risk of injury to the community at large is minimized.

(1) Would the subdivision be subject to hazardous conditions due to high voltage lines, airports, highways, railroads, high-pressure gas lines, or adjacent industrial uses?

(2) What existing uses may be subject to complaints from residents of the subdivision?

(3) What public health or safety hazards, such as dangerous traffic or fire conditions, would be created by the subdivision?

c. Consideration - Evidence

In making its decision to approve, conditionally approve, or deny a proposed first minor subdivision the governing body may consider the following, as applicable:

(i) the subdivision application and preliminary plat;

(ii) the statement of probable impacts and mitigation;

(iii) an officially adopted growth policy;

(iv) planning staff report and recommendations;

(v) Planning Board recommendation; and

(vi) any additional information authorized by law.

d. Water and Sanitation-Special Rules

(i) The governing body may conditionally approve or deny a proposed subdivision application as a result of the water and sanitation information provided in Section IV-A-2(a)(iii)(A) or public comment received pursuant to subsection (iv) below and Section IV-A-8(d) on the water and sanitation information *only if* the conditional approval or denial is based

on existing subdivision, zoning or other regulations that the governing body has the authority to enforce.

(ii) For a proposed subdivision that will create one or more parcels containing less than twenty (20) acres, the governing body may require approval by the DEQ as a condition of approval of the final plat.

(iii) For a proposed subdivision that will create one or more parcels containing twenty (20) acres or more, the governing body may condition approval of the final plat upon the subdivider demonstrating that there is an adequate water source and at least one area for a septic system and a replacement drainfield for each lot.

(iv) The governing body shall collect public comments regarding water and sanitation information and shall make any comments submitted or a summary of the comments submitted available to the subdivider within thirty (30) days after conditional approval or approval of the subdivision application and preliminary plat.

(iv) The subdivider shall, as part of the subdivider's application for sanitation approval, forward the comments or the summary provided by the governing body to the:

(A) reviewing authority provided in Montana Code Annotated, Title 76, Chapter 4, for subdivisions that will create one or more parcels containing less than twenty (20) acres; and

(B) local health department or board of health for proposed subdivisions that will create one or more parcels containing twenty (20) acres or more and less than one-hundred-sixty (160) acres.

e. <u>Documentation of Governing Body Decision</u>

(i) In rendering its decision to approve, conditionally approve, or deny the proposed subdivision the governing body shall issue written Findings of Fact that discuss and weigh the proposed subdivision's compliance with (a) and impact on the standards set forth in subsection (b) above.

(ii) When the governing body approves, denies, or conditionally approves the proposed subdivision, it shall send the subdivider a letter, with the appropriate signature, and make the letter available to the public. The letter shall:

(A) contain information regarding the appeal process for the denial or imposition of conditions;

(B) identify the regulations and statutes that are used in reaching the decision to approve, deny, or impose conditions and explain how they apply to the decision;

(C) provide the facts and conclusions that the governing body relied upon in making its decision and reference documents, testimony, or other materials that form the basis of the decision; and

(D) provide the conditions that apply to the preliminary plat approval and that must be satisfied before the final plat may be approved.

f. Subdivision Application and Preliminary Plat Approval Period

(i) The governing body must establish the term of the approval or conditional approval of the subdivision application and preliminary plat,which must be at least one but not more than three (3) calendar years.

(A) At the end of this period the governing body may, at the request of the subdivider, extend its approval for a period of one year.

(B) The governing body may extend the approval for more than one year if that approval period is included as a specific condition of a written subdivision improvements agreement between the governing body and the subdivider, provided for in Section IV-A-10.

(ii) After the application and preliminary plat are approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval unless the preliminary plat approval expires.

(iii) The governing body may withdraw approval of an application and preliminary plat if it determines that information provided by the subdivider, and upon which the approval or conditional approval was based, is inaccurate.

IV-A-9. First Minor Subdivisions – Amended Applications

a. If the subdivider changes the subdivision application or preliminary plat before the governing body makes its decision, the subdivider shall submit the amended application or preliminary plat to the Planning Department for review.

(i) Within five (5) working days of receiving the amended application or preliminary plat, the Planning Department shall determine whether the changes to the subdivision application or preliminary plat are material.

(ii) The thirty-five (35) working day review period is suspended while the Planning Department considers the amended application or preliminary plat.

(iii) If the Planning Department determines the changes are not material, the thirty-five (35) working day review period resumes when the Department mails notice of the decision to the subdivider.

(iv) If the Planning Department determines the changes are material, the Department shall require the subdivider to schedule a new pre-application meeting and resubmit the application and preliminary plat as a new subdivision application.

b. By making changes to a pending subdivision application or preliminary plat, the subdivider consents to suspension of the review period as provided in subsection (a)(ii).

c. The following changes, although not an exhaustive list, may be considered material:

(i) configuration or number of lots;

(ii) road layout;

(iii) water and/or septic proposals;

(iv) configuration of park land or open spaces;

(v) easement provisions; and

(vi) designated access.

d. A subdivider whose subdivision application or preliminary plat has been deemed materially changed by the Planning Department may appeal the decision to the governing body. The person may request a hearing, and may submit additional evidence to show that the changes to the preliminary plat are not material.

(i) The thirty-five (35) working day review period is suspended until the governing body decision on the appeal is made.

(ii) If the governing body concludes that the evidence and information demonstrate that the changes to the subdivision application or preliminary plat are material, the governing body shall require the subdivision application and preliminary plat should be resubmitted pursuant to subsection (a)(iv).

(iii) If the governing body concludes that the evidence and information demonstrate that the changes to the subdivision application or preliminary plat are *not* material, the thirty-five (35) working day review period resumes as of the date of the decision.

(iv) By appealing the decision of the Planning Department, the subdivider agrees to suspension of the thirty-five (35) working day review period provided in subsection (d)(i) above.

IV-A-10. First Minor Subdivision Final Plat

The final plat must have the contents, and be submitted and reviewed in accordance with the appropriate requirements contained in Section III-C, Final Plat.

IV-B. Subsequent Minor Subdivisions

Subsequent minor subdivisions shall be reviewed as major subdivisions. All the requirements and procedures of Section III of these regulations must be followed for subsequent minor subdivisions.

V. DIVISIONS OF LAND EXEMPT FROM SUBDIVISION REVIEW

V-A. Purpose

The State of Montana provides that certain divisions of land, which would otherwise constitute subdivisions, are exempt from local subdivision review and approval, unless the transactions are an attempt to evade the MSPA.

V-B. Divisions of Land Entirely Exempt from the Requirements of These Regulations and the Montana Subdivision and Platting Act

Unless the method of disposition is adopted for the purpose of evading these regulations or the MSPA, the requirements of these regulations and the MSPA do not apply unless otherwise specifically provided when:

a. A division of land is created by order of any court of record in this state or by operation of law or that, in the absence of agreement between the parties to the sale, could be created by an order of any court in the state pursuant to the law of eminent domain, Title 70, Chapter 30;

(i) Before a court of record orders a division of land, the court shall notify the governing body of the pending division and allow the governing body to present written comments on the subdivision.

b. A division of land is created to provide security for mortgages, liens, or trust indentures for the purpose of construction, improvements to the land being divided, or refinancing purposes;

c. A division of land creates an interest in oil, gas, minerals, or water that is severed from the surface ownership of real property;

d. A division of land creates cemetery lots;

e. A division of land is created by the reservation of a life estate;

f. A division of land is created by lease or rental for farming and agricultural purposes;

g. A division of land is in a location over which the state does not have jurisdiction;

h. A division of land is created for public rights-of-way or public utility sites.

V-C. Specific Exemptions

a. Condominiums are constructed on land divided in compliance with these regulations and the MSPA provided that:

(i) The approval of the original division of land expressly contemplated the construction of the condominiums and 76-3-621, MCA, is complied with; or

(ii) The condominium proposal is in conformance with applicable zoning regulations.

b. The sale, rent, lease, or other conveyance of one or more parts of a building, structure, or other improvement, whether existing or proposed, is not a division of land;

c. A division of land created by lease or rental of contiguous airport related land owned by a city, county, the state, or a municipal or regional airport authority provided that the lease or rental is for onsite weather or air navigation facilities, the manufacture, maintenance, and storage of aircraft, or air carrier related activities;

d. A division of state-owned land unless the division creates a second or subsequent parcel from a single tract for sale, rent, or lease for residential purposes after July 1, 1974;

e. Deeds, contracts, leases, or other conveyances which were executed prior to July 1, 1974.

V-D. Specific Exemptions from Review but Subject to Survey Requirements and Zoning Regulations

Unless the method of disposition is adopted for the purpose of evading these regulations or the MSPA, the following divisions of land are not subdivisions under these regulations and the MSPA, but are subject to the surveying requirements of 76-3-401, MCA, and zoning regulations adopted under Title 76 Chapter 2. A division of land may not be made under this Section unless the County Treasurer has certified that no real property taxes and special assessments assessed and levied on the land to be divided are delinquent. The Clerk shall notify the Planning Department of any land division described in this Section or 76-3-207(1), MCA.

V-D-1. Exemption as a Gift or Sale to a Member of the Immediate Family

a. Statement of Intent

The intention of this exemption is to allow a landowner to convey one parcel to each member of his or her immediate family without local subdivision review. A single parcel may be conveyed to each member of the immediate family under this exemption in each county where the landowner owns property.

(i) The term "immediate family" means the spouse, children (by blood or adoption), or parents of the grantor [76-3-103(8), MCA]. This exemption may be used only by grantors who are natural persons and not by non-corporal legal entities such as corporations, partnerships, and trusts.

b. Required Information

Filing of any certificate of survey (or recording of an instrument of conveyance) that would use this exemption to create a parcel for conveyance to a family member must show the name of the grantee, relationship to the landowner, and the parcel to be conveyed under this exemption, and the landowner's certification of compliance. Also, the certificate of survey or instrument of conveyance must be accompanied by a deed or other conveying document.

c. Use of Exemption

One conveyance of a parcel to each member of the landowner's immediate family is eligible for exemption from subdivision review under 76-3-207(1)(b), MCA, and these regulations. However, the use of the exemption may not create more than one new parcel per exemption.

d. Rebuttable Presumptions

(i) Any proposed use of the family conveyance exemption to divide a tract that was created through use of an exemption will be presumed to be adopted for purposes of evading the Act.

(ii) The use of the family conveyance exemption to divide tracts that were created as part of an overall development plan with such characteristics as common roads, utility easements, restrictive covenants, open space or common marketing or promotional plan raises a rebuttable presumption that the use of the exemption is adopted for purposes of evading the Act.

V-D-2. Exemption to Provide Security for Construction Mortgages, Liens, or Trust Indentures

a. Statement of Intent.

Under policies by many lending institutions and federal home loan guaranty programs, a landowner who is buying a tract with financing or through a contract for deed is required to hold title to the specific site on which the residence will be built. The intended purpose of this exemption is to allow a person who is buying a tract using financing or contract for deed to segregate a smaller parcel from the tract for security for financing construction of a home on the property.

b. Use of Exemption

This exemption is not available to simply create a parcel without review by claiming that the parcel will be used for security to finance construction of a home or other structure on the proposed lot.

This exemption may not be properly invoked unless (1) the claimant is purchasing a larger tract through financing or a contract for deed (and thus does not hold title) and (2) a lending institution requires the landowner to hold title to a small parcel of the tract because the smaller tract is required as security for a building construction loan.

c. Required Materials

When this exemption is to be used, the landowner must submit to the clerk and recorder:

(i) a statement of how many parcels within the original tract will be created by use of the exemption;

(ii) the deed, trust indenture or mortgage for the exempt parcel (which states that the tract of land is being created only to secure a construction mortgage, lien or trust indenture);

(iii) a statement explaining who will have title to and possession of the balance of the original parcel after title to the exempted parcel is conveyed; and

(iv) a signed statement from a lending institution that the creation of the exempted parcel is necessary to secure a construction loan for buildings or other improvements on the parcel.

d. Rebuttable Presumptions

The use of this exemption is presumed to have been adopted for the purpose of evading the Act if:

(i) it will create more than one new building site;

(ii) the financing is not for construction on the exempted parcel;

(iii) the person named in the statement explaining who would have possession of the remainder parcel if title to the exempted parcel is conveyed is anyone other than the borrower of funds for construction;

(iv) title to the exempted parcel will not be initially obtained by the lending institution if foreclosure occurs;

(v) it appears that the principal reason the parcel is being created is to create a building site and using the parcel to secure a construction loan is a secondary purpose;

(vi) if the division of land is created for the purpose of conveyance to any entity other than the financial or lending institution to which the mortgage, lien or trust indenture was given or to a purchaser upon foreclosure of the mortgage, lien or trust indenture.

V-D-3. Exemption for Agricultural Purposes

a. Statement of Intent

The intention of this exemption is to allow a landowner to create a parcel without local review if the parcel will be used only for the production of livestock or agricultural crops and no residential, commercial or industrial buildings will be built on it.

b. Use of Exemption

"Agricultural purpose," for purposes of these evasion criteria, means the use of land for raising crops or livestock, and specifically excludes residential structures and facilities for commercially processing agricultural products.

Agricultural lands are exempt from review by the DEQ, provided the applicable exemption under the Sanitation in Subdivisions Act is properly invoked by the property owner.

c. Rebuttable Presumptions

The following conditions must be met or the use of the exemption will be presumed to have been adopted for the purpose of evading the Act:

(i) The parties to the transaction must enter into a covenant running with the land and revocable only by mutual consent of the county commissioners and the property owner that the divided land will be used exclusively for agricultural purposes. The covenant must be signed by the property owner, the buyer, and the county commissioners.

(ii) The landowner must demonstrate that the planned use of the exempted parcel is for agricultural purposes and that no residential, commercial, or industrial buildings will be built on it.

(iii) Any change in use of the land for anything other than agricultural purposes subjects the parcel to review as a minor subdivision.

(iv) Residential, commercial, or industrial structures, including facilities for commercial processing of agricultural products, may not be utilized, constructed or erected on parcels created under this exemption unless the covenant is revoked.

V-D-4. Relocation of Common Boundary

a. Statement of Intent

The intended purpose of this exemption is to allow a change in the location or the elimination of a boundary line between two parcels and to allow a one-time transfer of a tract to effect that relocation or elimination without subdivision review.

b. Required Information

Certificates of survey claiming this exemption must clearly distinguish between the existing boundary location and, in case of a relocation, the new boundary. This must be accomplished by representing the existing boundary with a dashed line and the new boundary, if applicable, with a solid line. The appropriate certification must be included on the certificate of survey.

c. Use of Exemption

The proper use of the exemption for relocating common boundary lines is to establish a new boundary between adjoining parcels of land outside of a platted subdivision, without creating an additional parcel. The exemption may not be used if the division of land would result in the permanent creation of one or more additional parcels of land.

d. Rebuttable Presumptions

The use of this exemption is presumed to have been adopted for the purpose of evading the Act if the agent determines that the documentation submitted according to this Section does not support the stated reason for relocation.

V-E. Procedures and Review of Subdivision Exemptions

V-E-1. Submittal

Any person seeking exemption from the requirements of the Subdivision and Platting Act (76-3-101 et. seq., MCA) shall submit to the Planning Department (1) a certificate of survey or, if a survey is not required, an instrument of conveyance, and (2) evidence of, and an affidavit affirming, entitlement to the claimed exemption.

V-E-2. Review

When a claimed exemption is submitted to the Planning Department, the Department shall cause the documents to be reviewed. The Planning Department shall review the claimed exemption to verify that it is the proper use of the claimed exemption and complies with the requirements set forth in the MSPA, the Montana Sanitation in Subdivisions Act, and these regulations.

a. Landowners or their agents are encouraged to meet with the Planning Department to discuss whether a proposed land division or use of an exemption is in compliance with these criteria.

b. Within five (5) working days of submittal the Planning Department shall submit a written determination whether the use of the exemption is intended to evade the purposes of the Act.

c. If the Planning Department finds that the proposed use of the exemption complies with the statutes and these criteria, the Department shall notify and advise the clerk and recorder to file the certificate of survey or record the instrument of conveyance and accompanying documents. If the Planning Department finds that the proposed use of the exemption does not comply with the statutes and these criteria, the Department shall advise the clerk and recorder to not file or record the documents, and the clerk shall return the materials to the landowner.

d. The Planning Department, when determining whether an exemption is claimed for the purpose of evading the Act, shall consider all of the surrounding circumstances. These circumstances may include but are not limited to: the nature of the claimant's business, the prior history of the particular tract in question, the proposed configuration of the tracts if the proposed exempt transaction is completed, and any pattern of exempt transactions that will result in the equivalent of a subdivision without local government review.

V-E-3. Appeals.

a. Any person whose proposed use of an exemption has been denied by the Planning Department because the proposed division of land has been deemed an attempt to evade the MSPA and these regulations may appeal the decision to the governing body. The person may request a hearing, and may submit additional evidence to show that the use of the exemption in question is not intended to evade the MSPA or these regulations, and, thereby overcome the rebuttable presumption.

b. If the governing body concludes that the evidence and information overcomes the presumption that the exemption is being invoked to evade the MSPA or these regulations, it may authorize the use of the exemption in writing. A certificate of survey claiming an exemption from subdivision review, which otherwise is in proper form, and which the governing body has found not to be an attempt to evade the MSPA or these regulations, may be filed (or an instrument of conveyance recorded) if it is accompanied by written authorization of the governing body.

c. If the person proposing to use an exemption does not seek to rebut the rebuttable presumption or if the governing body determines that the proposed use of the exemption was for the purpose of evading the Act, the landowner may submit a subdivision application for the proposed land division.

V-E-4. Non-Rebuttable Presumption for Patterns of Development

Exempt divisions of land that would result in a pattern of development equivalent to a subdivision shall be deemed to be adopted for purposes of evading the Act. A "pattern of development" occurs whenever three (3) or more parcels of less than 160 acres with common covenants or facilities have been divided from the original tract by the same party or related parties.

V-E-5. Identification Codes

To assist in the implementation of this review process and to monitor those parcels by exemption the Clerk and Recorder shall cause the following identification codes to be added to the numbering of recorded certificates of survey filed after the effective date of these regulations.

CO ... Court order [76-3-201(1)(a), MCA]
ME ... Mortgage Exemption [76-3-201(1)(b), MCA]
LE ... Life Estate [76-3-201(1)(e), MCA]
RB ... Relocation of Common Boundary [76-3-207(1)(a), MCA]
FC ... Family Conveyance [76-3-207(1)(b), MCA]
AE ... Agricultural Exemption [76-3-207(1)(c), MCA]
OS ... Occasional Sale (used prior to April 6, 1993)
AL ... Aggregation of Lots [76-3-207(e), MCA]

VI. DESIGN AND IMPROVEMENT STANDARDS

All subdivisions approved by the governing body must comply with the provisions of this Section, except where granted a variance pursuant to Section X-B, Variances. The governing body may not grant variances from the provisions of Section VI-A-4, Floodplain Provisions. For subdivisions created by rent or lease, planned unit developments, and condominiums, refer to Sections VII, VIII, and IX of these regulations.

VI-A. General Standards

VI-A-1. Conformance with Zoning

The design and development of a subdivision must conform to any applicable zoning regulations.

VI-A-2. Natural Environment

The design and development of subdivisions must provide satisfactory building sites, which are properly related to topography, and should, to the extent possible, preserve the natural terrain, natural drainage, existing topsoil, trees and other existing vegetation.

VI-A-3. Lands Unsuitable for Subdivision

Land that the governing body determines is unsuitable for subdivision because of natural or human caused hazards may not be subdivided for building or residential purposes unless the hazards are eliminated or will be overcome by approved design and construction techniques.

VI-A-4. Floodplain Provisions

Land located in the floodway of a 100-year flood event as defined by Title 76, Chapter 5, MCA, or other land determined by the governing body to be subject to flooding may not

be subdivided for building or residential purposes or other uses that may increase flood hazards.

VI-A-5. Improvement Design

Engineering and survey plans, specifications, and reports required in connection with public improvements and other elements of the subdivision required by the governing body must be prepared by a professional engineer or a professional land surveyor as their respective licensing laws allow in accordance with the MSPA and these regulations.

VI-A-6. Lots

Each lot must contain a satisfactory building site and conform to health department regulations, applicable zoning regulations and these regulations.

a. No lot may be divided by a municipal or county boundary line.

b. No lot may be divided by a public road, alley or utility right-of-way or easement.

c. Each lot must abut and have access to a public or private street or road. Alleys may not be used to provide the primary access to a lot.

d. Corner lots must have driveway access to the same street or road that provides access to interior lots.

e. Corner lots must be designed to provide acceptable sight distances for safe vehicular movement.

f. No lot may have an average depth greater than three times its average width.

g. Side lot lines must be at substantially right angles to street or road lines and radial to curved street or road lines.

h. Through lots are prohibited except when they are essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages of topography or orientation.

VI-A-7. Blocks

a. Blocks must be designed to assure traffic safety and ease of traffic control and circulation, to accommodate the special needs of the use contemplated, and to take advantage of the limitations and opportunities of the topography.

b. Unless impractical, block length must not be more than 1,600 feet.

c. Blocks must be wide enough to allow for two tiers of lots unless a narrower configuration is essential to provide separation of residential development from traffic arteries, or to overcome specific disadvantages of topography and orientation, or unless the governing body approves a design consisting of irregularly shaped blocks indented by cul-de-sacs.

VI-A-8. Streets and Roads

a. Design

(i) The arrangement, type, extent, width, grade, and location of all streets must be considered in their relation to existing and planned streets, topographical conditions, public convenience and safety, and the proposed uses of the land to be served by them.

(ii) Streets must meet the design specifications in Table 1.

(iii) Where streets terminate, either a cul-de-sac or "T" turnaround must be provided at the terminus. Cul-de-sacs and "T" turnarounds must conform to the design specifications in Table 1.

(iv) All streets must either be dedicated to the public or be private streets to be owned and maintained by an approved property owners' association.

(v) Residential driveways must not have direct access to primary highways. Any vehicular access onto a state highway must be approved by the Montana Department of Transportation.

(vi) Local streets must be designed so as to discourage through traffic.

(vii) Whenever a subdivision abuts or contains an existing or proposed arterial highway or major thoroughfare, the governing body may require frontage roads or other treatment as may be necessary to adequately protect residential properties and to separate arterial and local traffic.

(viii) Half streets are prohibited except when they are essential to the development of the subdivision and when the governing body is satisfied that the other half of the street will be dedicated to the public when the adjoining property is subdivided. When an existing half street is adjacent to a tract to be subdivided, the other half of the street must be platted within the new subdivision.

(ix) The alignment of all streets and roads must provide adequate sight distances.

(x) Intersections. The following requirements apply to intersections:

(A) Streets must intersect at 90 degree angles except when topography prohibits this alignment. In no case may the angle of an intersection be less than 60 degrees to the center line of the roadway being intersected.

(B) Two (2) streets meeting a third street from opposite sides must be offset at least 125 feet for local roads and 300 feet for arterials or collectors.

(C) No more than two (2) streets may intersect at one point.

(D) Intersections of local streets with major arterials or highways must be avoided.

(E) Intersections must be designed to provide adequate visibility for traffic safety based on the designed operating speeds of the intersecting roadways.

(F) Hilltop intersections are prohibited, unless no alternatives exist. Intersections on local roads within 100 feet of a hilltop are prohibited. Intersections on arterial and collector roads within 200 feet of a hilltop are prohibited. If no alternative to a hilltop intersection exists, additional traffic control devices will be required.

(G) The grade of approaches to major highways may not exceed five percent.

(xi) Names of new streets or roads aligned with existing streets must be the same as those of the existing streets. Proposed street names may not duplicate or cause confusion with existing street names.

b. Improvements

(i) All roadway improvements including pavement, curbs, gutters, sidewalks, and drainage must be constructed in accordance with the specifications and standards prescribed in these regulations using materials approved by the governing body.

(ii) Roadway subgrades must be free of topsoil, sod, vegetation or organic matter, soft clay, and other substandard materials. Subgrades must be properly rolled, shaped, and compacted, and must be approved by the governing body.

(iii) Streets and roads must be designed to ensure proper drainage. This may require surface crowning, culverts, curbs and gutters, drainage swales and storm drains.

(iv) Where access from a public road to the subdivision will cross properties not owned by the subdivider, the subdivider must obtain proper easements of sufficient width to satisfy the requirements of Table 1.

Easements must be granted by each property owner in a signed and notarized document. (Appendix E contains a model road access easement). The location of any road easement must be shown on the plat or on a supplemental map. The existence of easements must be noted on the face of the final plat and on any deeds or other instruments conveying lots within the subdivision.

(v) Existing trees and other vegetation must be preserved whenever appropriate. Plantings may be required for buffering, screening, or prevention of soil erosion and are subject to approval by the governing body.

(vi) Street lights will be required in subdivisions proposed within or adjacent to areas with existing street lighting. Street lighting may be required in other areas when necessary to protect public safety.

(vii) Alleys, designed in accordance with Table 1, shall be provided in all residential subdivisions. Alleys will also be the preferred method for providing utility and garbage pick-up access in non-residential subdivisions.

(viii) Street or road signs and traffic control devices of the size, shape, and height approved by the governing body must be placed at all intersections. Traffic control devices must conform to the standards contained in the *Manual on Uniform Control Devices* available from the Montana Department of Transportation.

(ix) When required by the United States Postal Service, the developer must provide an off-street area for mail delivery.

TABLE 1: ***Street Design Standards for Subdivisions***

1. Right-of-way width	64 ft.
2. Minimum roadway width	
a. Curbs, back to back	38 ft.
b. Alleys	20 ft.
c. Boulevards	8 ft.
d. Sidewalks	5 ft.
3. Maximum grade less than 100 ft.	10 %
4. Maximum grade more more than 100 ft.	8 %
5. Approaches onto Public Roads	
a. minimum sight distance	200 ft.
b. maximum grade for 20'	5%
6. Turning radius	50 ft.
7. Cul-de-sacs/Turnarounds	
a. maximum road length	1000 ft.
b. cul-de-sac: minimum outside right-of-way radius	45 ft.
c. cul-de-sac: minimum outside roadway radius	40 ft.
d. "T" turnaround: backup lengths (2 required)	30 ft. each
8. Bridges	
a. curb-to-curb widths	same as roadway
b. design load capacity	20 tons
c. vertical clearance	15ft.

VI-A-9. Drainage Facilities

a. The drainage system and facilities required for any surface run-off affecting the subdivision is subject to approval by the governing body. Subdivisions containing lots less than twenty (20) acres in size must also be reviewed and approved under Title 76, Chapter 4, MCA, by the DEQ.

b. Curbs and gutters will be required on all streets and roadways. Curbs and gutters of adjoining properties must be extended in conformance with current specifications of local and state authorities.

c. Culverts and bridges of adequate size must be provided and installed by the subdivider where drainage channels intersect any street or road right-of-way or easement. All culverts and bridges must be constructed and installed according to applicable local and state standards. Culverts and other drainage facilities must be large enough to accommodate potential run-off from upstream drainage areas.

d. The subdivider must provide suitable drainage facilities for any surface run-off affecting the subdivision. These facilities must be located in street rights-of-way or in perpetual easements of appropriate widths.

e. Drainage systems must not discharge into any sanitary sewer facility.

f. Drainage systems must be designed and certified by a professional engineer.

g. The governing body may require the subdivider to grant easements to prevent encroachment or disruption of drainageways or facilities. Drainage easements must be shown on the plat and a signed statement granting the easements must appear on the plat.

VI-A-10. Water Supply Systems

a. For subdivisions that will create one or more parcels containing less than twenty (20) acres, the proposed method of supplying domestic water to each lot in the subdivision must comply with the design standards adopted by the Montana DEQ and contained in the Administrative Rules of Montana (ARM) 17.36.301, 17.36.302, 17.36.303, and 17.36.305. By this reference these DEQ standards are incorporated into and made a part of these regulations. Unless defined elsewhere in these regulations, the terms used in these standards will have the meanings assigned to them in ARM 17.36.101.

b. The governing body may not approve the final plat of a subdivision containing lots of less than twenty (20) acres in size, unless the subdivision has been approved by DEQ or other authorized reviewing authority under the Sanitation in Subdivisions Act, sections 76-4-101 *et seq.*, MCA.

c. Any central water supply system must provide adequate and accessible water for fire protection.

VI-A-11. Sewage Treatment Systems

a. For subdivisions that will create one or more parcels containing less than twenty (20) acres, the proposed method of disposing of sewage from each lot in the subdivision must comply with the design standards adopted by the DEQ and contained in the Administrative Rules of Montana (ARM) 17.36.301, 17.36.302, 17.36.312, and 17.36.320 through 17.36.326. By this reference these DEQ standards are incorporated into and made a part of these regulations. Unless defined elsewhere in these regulations, the terms used in these standards will have the meanings assigned to them in ARM 17.36.101.

b. For subdivisions that will create one or more parcels containing less than twenty (20) acres, the subdivision must have been approved by DEQ or other authorized reviewing authority under the Sanitation in Subdivisions Act, sections 76-4-101 *et seq.*, MCA before the governing body can approve the final plat.

c. For subdivisions containing parcels containing twenty (20) acres or more, the subdivider shall have demonstrated that there is an adequate water source and at least one area for a septic system and a replacement drainfield for each lot before the governing body may approve the final plat.

VI-A-12. Solid Waste

a. For subdivisions that will create one or more parcels containing less than twenty (20) acres, the proposed method must comply with the standards adopted by the DEQ and contained in the Administrative Rules of Montana (ARM) 17.36.309. By this reference this DEQ standard is incorporated into and made a part of these regulations. Unless defined elsewhere in these regulations, the terms used in these standards will have the meanings assigned to them in ARM 17.36.101.

b. Before the governing body will approve the final plat of a subdivision containing lots of less than twenty (20) acres in size, the subdivision must have been approved by the DEQ or other authorized reviewing authority under the Sanitation in Subdivisions Act sections 76-4-101, *et seq.*, MCA.

c. For subdivisions that will create one or more parcels containing twenty (20) acres or more and less than 160 acres, the proposed method of storing and disposing of solid waste generated within the subdivision in the subdivision must comply with the local environmental health department regulations.

VI-A-13. Utilities

a. The subdivider must provide adequate and appropriate easements for the construction and maintenance of utilities within the subdivision. The subdivider must obtain any easements necessary to extend utilities to the subdivision.

b. Utilities must be placed underground, wherever practical. Underground utilities, if placed in a street right-of-way, must be located between the roadway and the right-of-way line to simplify location and repair of lines. Underground facilities must be installed after the street has been brought to grade and before it is surfaced.

c. Where practical, overhead utility lines must be located at the rear property line.

d. Utility facilities must be designed by utility firms in cooperation with the subdivider. These facilities are subject to all applicable laws, rules, and regulations of the appropriate regulatory authorities.

e. Utility easements located between adjoining lots must be centered on lot lines. If easements are placed in the street, they must be located between the roadway and the right-of-way line.

f. Utility easements must be fifteen (15) feet wide unless otherwise specified by a utility company or governing body.

g. When a utility is to be located in an existing, dedicated right-of-way, a notice of utility occupancy must be obtained from the governing body, or local or state highway department.

h. In addition to showing the location of utility easements on the plat with dashed lines, the following statement must appear on the final plat:

"The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, cable television, water or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as 'Utility Easement' to have and to hold forever."

VI-A-14. Water Course and Irrigation Easements

a. Except as noted in subsection (b), below, the subdivider shall establish within the subdivision ditch easements that:

(i) are in locations of appropriate topographic characteristics and sufficient width to allow the physical placement and unobstructed maintenance of open ditches or below ground pipelines for the delivery of water for irrigation to persons and land legally entitled to the water under an appropriated water right or permit of an irrigation district or other private or public entity formed to provide for the use of the water right on the subdivision lots;

(ii) are a sufficient distance from the centerline of the ditch to allow for construction, repair, maintenance, and inspection of the ditch; and

(iii) prohibit the placement of structures or the planting of vegetation other than grass within the ditch easement without the written permission of the ditch owner.

b. The subdivider need not establish irrigation easements as provided above if:

(i) the average lot size in the proposed subdivision will be one acre or less and the subdivider provides for disclosure, in a manner acceptable to the governing body, notifying potential buyers that lots within the subdivision are classified as irrigated land and may continue to be assessed for irrigation water delivery even though the water may not be deliverable to the lots; or

(ii) the water rights have been removed from the land within the subdivision or the process has been initiated to remove the water rights from the subdivided land; and

(iii) the fact the water rights have been or will be removed from the land within the subdivision is denoted on the preliminary plat. If the removal of water rights has not been completed at the time the final plat is filed, the subdivider shall provide written notification to prospective buyers of the subdivider's intention to remove the water right and shall document that intent, when applicable, in agreements and legal documents for related sales transactions.

c. The subdivider shall, unless otherwise provided under separate written agreement or filed easement, show on the preliminary and final plat, and file and record with the county clerk and recorder, ditch easements for the unobstructed use and maintenance of existing water delivery ditches, pipelines, and facilities in the proposed subdivision that are necessary to convey water through the subdivision to lands adjacent to or beyond the subdivision boundaries in quantities and in a manner that are consistent with historic and legal rights. A minimum width of ten (10) feet is required on each side of irrigation canals and ditches for maintenance purposes.

VI-A-15. Disposition of Water Rights

If a subdivision will create lots averaging less than five (5) acres in size, the subdivider shall submit evidence with the final plat that the subdivider has:

a. reserved all or a portion of the appropriation water rights owned by the owner of the land to be subdivided and transfer these water rights to a single entity for use by landowners within the subdivision who have a legal right to the water and reserved and severed any remaining surface water rights from the land;

b. if the land to be subdivided is subject to a contract or interest in a public or private entity formed to provide for the use of a water right on the subdivision lots, established a landowner's water use agreement administered through a single entity. This agreement must specify how the water rights will be administered and describe the rights and responsibilities of landowners within the subdivision who have a legal right and access to the water; or

c. reserved and severed all surface water rights from the land proposed for subdivision.

VI-A-16. Park Land Dedication – Cash in Lieu – Waivers – Administration

a. Except as provided below, the final plat of a residential subdivision must show that the subdivider has dedicated to the governing body a cash or land donation equal to:

   (i) 11% of the area of the land proposed to be subdivided into parcels of one-half acre or smaller;

   (ii) 7.5% of the area of the land proposed to be subdivided into parcels larger than one-half acre and not larger than one acre;

   (iii) 5% of the area of the land proposed to be subdivided into parcels larger than one acre and not larger than three (3) acres; and

   (iv) 2.5% of the area of the land proposed to be subdivided into parcels larger than three (3) acres and not larger than five (5) acres.

b. A park dedication is not required for:

   (i) minor subdivisions;

   (ii) subdivision lots larger than five (5) acres;

   (iii) nonresidential subdivision lots;

(iv) subdivisions in which parcels of land will not be created, other than subdivisions that will provide permanent multiple spaces for recreational camping vehicles, mobile homes, or condominiums; or

(v) subdivisions which will create only one additional parcel.

c. The governing body, in consultation with the subdivider and the Planning Board or park board that has jurisdiction, may determine suitable locations for parks and playgrounds and, giving due weight and consideration to the expressed preference of the subdivider, may determine whether the park dedication must be a land donation, cash donation, or a combination of both. When a combination of land donation and cash donation is required, the cash donation may not exceed the proportional amount not covered by the land donation. The land dedicated for park use may be inside or outside the boundaries of the proposed subdivision.

d. The governing body will waive the park dedication requirement if it determines that:

(i) (A) the preliminary plat provides for a planned unit development or other development with land permanently set aside for park and recreational uses sufficient to meet the needs of the persons who will ultimately reside in the development; and

(B) the area of the land and any improvements set aside for park and recreational purposes equals or exceeds the area of the dedication required under subsection (a);

(ii) (A) the proposed subdivision will provide for the long-term protection of critical wildlife habitat; cultural, historical, or natural resources; agricultural interests; or aesthetic values; and

(B) the provision of this long-term protection will result in the reduction of the area of the land proposed to be subdivided by an amount equal to or exceeding the area that would have had to be dedicated under (a) above;

(iii) (A) the area of the land proposed to be subdivided, by virtue of a combination of the provisions of subsections (d)(i) and (ii) above, is reduced by an amount equal to or exceeding the area of the dedication required under subsection (a); or

(iv) (A) the subdivider provides for land outside of the subdivision to be set aside for park and recreational uses sufficient to meet the needs of the persons who will ultimately reside in the subdivision; and

(B) the area of the land and any improvements set aside for park and recreational uses equals or exceeds the area of dedication required under subsection (a).

e. The local governing body may waive the park dedication requirement if:

(i) the subdivider provides land outside the subdivision that affords long-term protections of critical wildlife habitat, cultural, historical, or natural resources, agricultural interests, or aesthetic values; and

(ii) the area of land to be subject to long-term protection, as provided in subsection (d)(ii), equals or exceeds the area of dedication required under subsection (a).

f. The governing body will administer funds dedicated to the public under this Section in accordance with Section 76-3-621, MCA.

g. For the purposes of this park dedication requirement:

(i) "cash donation" means the fair market value of the unsubdivided, unimproved land; and

(ii) "dwelling unit" means a residential structure in which a person or persons reside.

VI-A-17. Fire Protection

All subdivisions must be planned, designed, constructed, and maintained so as to minimize the risk of fire and to permit the effective and efficient suppression of fires in order to protect persons, property, and forested areas. Measures must include:

a. The placement of structures so as to minimize the potential for flame spread and to permit adequate access for fire fighting equipment.

b. The presence of adequate fire fighting facilities on site, including an adequate water supply and water distribution system.

c. The availability, through a fire protection district or other means, of fire protection services adequate to respond to fires that may occur within a subdivision.

VI-A-18. Special Requirements for Subdivisions Proposed in Areas of High Fire Hazard

For areas identified as wildfire hazard areas by the United States Forest Service, the Montana Department of Natural Resources and Conservation, a local fire protection authority, or a local growth policy, the following apply:

a. A Fire Prevention and Control Plan must accompany the submission of any application for preliminary plat approval.

b. The Fire Prevention and Control Plan must include the following items:

   (i) an analysis of the wildfire hazards on the site, as influenced by existing vegetation and topography;

   (ii) a map showing the areas that are to be cleared of dead, dying, or severely diseased vegetation;

   (iii) a map of the areas that are to be thinned to reduce the interlocking canopy of trees;

   (iv) the identification of roads, driveways, and bridges that are sufficient for emergency vehicle access and fire suppression activities. Slopes of all roads and driveways must be provided.

c. At least two (2) entrances/exits must provide escape routes for residents and access to the subdivision by fire-fighting vehicles. Bridges providing access to the subdivision must be built to a design load of twenty (20) tons and constructed of non-flammable materials. Road rights-of-way must be cleared of slash.

d. Building sites may not be located on slopes greater than twenty-five (25) percent or at the apex of "fire chimneys" (topographic features, usually drainageways or swales, which tend to funnel or otherwise concentrate fire toward the top of steep slopes).

e. The Fire Prevention and Control Plan must be implemented before the governing body will approve the final plat, and will be considered part of the subdivider's obligations for land development. The local fire chief, or designee, will inspect and approve the implementation of the Fire Prevention and Control Plan. The Plan will not be considered fully implemented until the fire chief has given written notice to the Planning Board or Planning Department that the Plan has been completed as approved by the Planning Board.

f. Provisions for the maintenance of the Fire Prevention and Control Plan shall be included in the covenants, conditions, and restrictions for the development. A property owners' association must be formed and designated to enforce the covenants, conditions, and restrictions.

g. Open space, park land, and recreation areas (including green belts, riding or hiking trails) should be located, where appropriate, to separate residences and other buildings from densely forested areas.

h. A water supply of sufficient volume for effective fire control must be provided in accordance with standards set by local fire protection authority. *

* In the absence of such standards, the subdivider must at least provide the following for effective fire control:

a. A central water system with a minimum flow of 1,000 gallons per minute; or

b. Cisterns, reservoirs or fill ponds at appropriate locations:

(i) For single dwelling units: minimum capacity of 2,500 gallons;

(ii) For six (6) or more dwelling units: minimum capacity of 500 gallons per dwelling unit.

VII. AREAS THAT WILL PROVIDE MULTIPLE SPACES FOR RECREATIONAL CAMPING VEHICLES OR MOBILE HOMES – LAND SUBDIVISIONS CREATED BY RENT OR LEASE

VII-A. Subdivisions That Will Provide Multiple Spaces for Recreational Camping Vehicles or Mobile/Manufactured Homes

VII-A-1. Recreational Camping Vehicles -- Definition

Developments which are subject to subdivision review because they will provide two (2) or more spaces for recreational camping vehicles will be reviewed under Section VII-E Recreational Vehicle Park Standards, below. For purposes of these regulations the term "recreational camping vehicle" means a vehicular type unit primarily designed as temporary living quarters for recreational, camping, or travel use that either has its own motor power or is mounted on or drawn by another vehicle. The term includes but is not limited to travel trailers, camping trailers, truck campers, and motor homes.

VII-A-2. Mobile Homes – Definition

Developments which are subject to subdivision review because they will provide two (2) or more spaces for mobile homes will be reviewed under Section VII-D Mobile Home Park Standards, below. For purposes of these regulations the term "mobile home" means a detached residential dwelling unit, which may consist of two (2) or more sections, fabricated at a factory and designed to be towed on its own chassis to a building site for occupation as a dwelling with or without a permanent foundation. The term includes, but is not limited to, "trailer homes," "house trailers," and "manufactured homes" whether or not the unit has been constructed after July 1, 1976, in conformance with Federal Manufactured Home Construction and Safety Standards. The term does not include "modular" or "factory-built buildings" that are fabricated at a factory in accordance with the Uniform Building Code Standards applicable to site-built homes, and are transported to the site for final assembly on a permanent foundation.

a. Land subdivision created by rent or lease will be reviewed under the procedures described in Section III, Major Subdivisions, or Section IV, Minor Subdivisions, as may be appropriate, except that the subdivider shall submit an unsurveyed final plan drawn to scale, rather than a final plat.

b. Land subdivisions created by rent or lease are subject to the applicable design and improvement standards contained in Section VI, Design and Improvement Standards.

VII-B. Procedures for Review

VII-B-1. Definition

A subdivision created by rent or lease, including a mobile home or recreational vehicle park, is any tract of land divided by renting or leasing portions thereof. It is owned, however, as one parcel under single ownership (which can include a number of persons owning property in common).

VII-B-2. Review and Approval

Subdivisions which will provide multiple spaces for recreational camping vehicles or mobile homes and subdivisions created for rent or lease are exempt from the surveying and filing requirements of the MSPA. These subdivisions must be submitted for review and approved by the governing body before portions of the subdivision may be rented or leased. The subdivider shall submit a completed application form and a plan of the proposed development. The procedure used to review subdivisions for rent or lease will depend on the number of spaces within the proposed subdivision. Proposed subdivisions containing six (6) or more spaces must be reviewed pursuant to Section III of these regulations. Proposed subdivisions containing five (5) or fewer spaces must be reviewed pursuant to Section IV of these regulations. The subdivider shall submit to the governing body the preliminary plans, profiles, tentative grades, and specifications for proposed

improvements. The plan must show the lot layout and the proposed location of the mobile home, recreational vehicle, or other unit on the lot.

VII-B-3. Improvements

The subdivider shall install all required improvements before renting or leasing any portion of the subdivision. The governing body will inspect all required improvements in order to assure conformance with the approved construction plans and specifications.

VII-B-4. Final Plan Review

In lieu of filing a final plat, the subdivider shall submit a plan conforming to the requirements for preliminary plats contained in Appendix A and Appendix B. The subdivider shall submit the plan to the Planning Department. The plan will be reviewed to assure that it conforms to the approved preliminary plan. The approved plan shall be maintained in the office of the Planning Department.

VII-B-5. DPHHS License

If a subdivision that will provide multiple spaces for recreational camping vehicles or mobile homes is also a "trailer court," "work camp," "youth camp," or "campground" as those terms are defined in section 50-52-102, MCA, the governing body will not grant final approval of the subdivision until the subdivider obtains a license for the facility from the Montana Department of Public Health and Human Services under Title 50, Chapter 52, MCA.

VII-C. Design Standards for Subdivision Spaces Created by Rent or Lease

VII-C-1. Design Standards

Subdivisions created by rent or lease must comply with the provisions of Section VI, Design and Improvements Standards.

VII-C-2. Additional Provisions

The governing body may require provision for:

a. storage facilities on the lot or in compounds located within a reasonable distance;

b. a central area for storage or parking of boats, trailers, or other recreational vehicles;

c. landscaping or fencing to serve as a buffer between the development and adjacent properties;

d. an off-street area for mail delivery; and

e. street lighting.

VII-D. Mobile Home Park Standards

VII-D-1. Mobile Home Spaces

a. Mobile home spaces must be arranged to permit the safe and practical placement and removal of mobile homes.

b. All mobile homes must be located at least twenty (25) feet from any property boundary line abutting upon a public street or highway right-of-way and at least fifteen (15) feet from other boundary lines of the park.

c. The mobile home pad must be located at least ten (10) feet from the street that serves it.

d. The size of the mobile home pad must be suitable for the general market to be served and must fit the dimensions of mobile homes anticipated.

e. A mobile home pad may not occupy more than one-third (1/3) of the area of its space. The total area occupied by a mobile home and its roofed accessory buildings and structures may not exceed two-thirds (2/3) of the area of a space.

f. The governing body may require that the mobile home pad be improved to provide adequate support for the placement and tie-down of the mobile home.

g. No mobile home or its attached structures, such as awnings and carports, may be located within twenty (20) feet of any other mobile home or its attached structures.

h. No detached structure, such as a storage shed, may be located within five (5) feet of any mobile home or its attached structures.

i. A minimum of two (2) off-street parking spaces must be provided on or adjacent to each mobile home space. The driveway must be located to allow for convenient access to the mobile home, and be a minimum of 10 feet wide.

j. One guest parking space must be provided for each ten (10) mobile home spaces. Group parking may be provided.

k. The limits of each mobile home space must be clearly marked on the ground by permanent flush stakes, markers or other suitable means. Location of space limits on the ground must be approximately the same as those shown on the approved

plans. Precise engineering of space limits is not required either on the plans or on the ground.

l. Each mobile home must be skirted within thirty (30) days after it is moved to a space within the mobile home park. The skirting must be of a fire-resistant material similar to that of the mobile home exterior.

VII-D-2. Streets

Streets within a mobile home park must meet the design standards specified in Section VI-A-8 Streets and Roads. Streets must be designed to allow safe placement and removal of mobile homes.

a. Streets must be designed to provide safe access to public roads.

b. Roads within the mobile home park must be designed to provide safe traffic circulation and parking.

VII-D-3. Electrical Systems

Electrical systems must be designed and installed in accordance with the applicable codes adopted by the authority having jurisdiction. Where the state or other political subdivision does not assume jurisdiction, such installations must be designed and constructed in accordance with the applicable state electrical standards.

VII-D-4. Gas Systems

a. Gas equipment and installations must be designed and constructed in accordance with the applicable codes adopted by the authority having jurisdiction.

b. A readily accessible and identified shutoff valve controlling the flow of gas to the entire gas piping system must be installed near to the point of connection of the liquefied petroleum gas container.

c. Each mobile home lot must have an accessible, listed gas shutoff installed. This valve must not be located under a mobile home. Whenever the mobile home lot gas outlet is not in use, the shutoff valve must be plugged to prevent accidental discharge.

VII-E. Recreational Vehicle Park Standards

VII-E-1. Recreational Vehicle Spaces

a. Spaces in recreational vehicle parks must be arranged to allow for the safe movement of traffic and access to spaces.

b. Roads within recreational vehicle parks must be designed to provide safe traffic circulation and parking.

c. Recreational vehicles must be separated from each other and from other structures by at least fifteen (15) feet. Any accessory structures such as attached awnings must, for purposes of this separation requirement, be considered part of the recreational vehicle.

d. No recreational vehicle space may be located less than twenty-five (25) feet from any public street or highway right-of-way.

VIII. CONDOMINIUMS

VIII-A. Procedures

Unless exempted by section 76-3-203, MCA, all condominium developments are subdivisions subject to the terms of the MSPA as follows:

VIII-A-1. Review Where Land Will Not be Divided

If no division of land will be created by a condominium subdivision, the subdivision must be reviewed under the procedures contained in Section VII, Subdivisions Created by Rent or Lease, with the following exception: final approval will not be given until the subdivider has either installed all required improvements, or has entered into a subdivision improvements agreement pursuant to Section III-C-5 Public Improvements Agreement; Guaranty.

VIII-A-2. Condominium Subdivisions Involving Land Divisions

If a proposed condominium development will involve a division of land, the subdivision must be reviewed under the procedures contained in Sections:

III-A Review and Approval Procedures for Major Subdivisions

III-C Final Plats.

VIII-B. Standards

VIII-B-1. Design Standards

Condominium developments must comply with applicable standards contained in Section VI, Design and Improvement Standards.

VIII-B-2. Unit Ownership Act

Condominium developments must comply with all provisions of the Unit Ownership Act, Sections 70-23-102 through 70-23-703, MCA.

IX. CLUSTER DEVELOPMENT

IX-A. Cluster Development, Option I

a. As authorized by 76-3-509, MCA, the following apply to subdivisions proposed under this Section:

(i) An area of open space must be preserved that is at least as large as the area that will be developed.

(ii) Open space must be preserved through an irrevocable conservation easement, granted in perpetuity as provided in Title 76, Chapter 6, prohibiting further subdivision of the parcel.

(iii) Unless the subdivision will be provided with community sewer or water, each lot in the cluster must be a minimum of one acre.

(iv) Multiple adjacent tracts of record may be aggregated to create a single parcel for the purpose of creating a cluster development.

(v) The maximum number of parcels permissible in a cluster development is the maximum number of parcels that are authorized by the administrative rules adopted by the DEQ under Title 76, Chapter 4, MCA.

b. Park dedication requirements for clustered subdivisions created under this section are waived.

IX-B. Cluster Development, Option II

a. The following apply to cluster developments created under this option:

(i) The development must preserve an area of open space that is at least as large as the area that will be developed.

(ii) The proposal must provide a mechanism for the maintenance of the open space in perpetuity. The open space may be dedicated to a homeowners' association for the purpose of maintenance, and may be used for agricultural or other purposes that enhance the preserved area.

(iii) Unless the subdivision will be served by a community sewer or water system, each lot in the cluster must be a minimum of one acre in size.

(iv) Multiple adjacent tracts of record may be aggregated to create a single parcel for the purpose of creating a cluster development.

b. Park dedication requirements are waived for clustered subdivisions created under this section.

X. ADMINISTRATIVE PROVISIONS

X-A. Fee Schedule

To cover costs of reviewing plans, advertising, holding public hearings, and other activities associated with the review of a subdivision proposal, the subdivider shall pay a non-refundable fee at the time of application for preliminary plat approval. The fees, payable to the City, are as follows:

Minor Subdivisions

Preliminary Plat	$600.00 plus $20 per lot
Final Plat/Summary review	$400.00
Subsequent Minor	$800.00 plus $40 per lot

Major Subdivisions

Preliminary Plat	$800.00 plus $40 per lot
Final Plat	$400.00 plus $20 per lot

Subdivision by Rent or Lease and Condominiums

Preliminary Review (five or fewer units)	$600.00 plus $20 per unit
Final Review	$400.00
Preliminary Review (over five units)	$800.00 plus $20 per unit
Final Review	$400.00 plus $20 per unit

X-B. Variances

X-B-1. Variances Authorized

The governing body may grant variances from Section VI, Design and Improvement Standards, of these regulations when, due to the characteristics of land proposed for subdivision, strict compliance with these standards would result in undue hardship and

would not be essential to the public welfare. A variance will not be granted if it would have the effect of nullifying the intent and purpose of these regulations.

The governing body will not approve a variance unless it finds that:

a. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties;

b. Due to the physical surroundings, shape, or topographical conditions of the property involved, strict compliance with the regulations will impose an undue hardship on the owner. Undue hardship does not include personal or financial hardship, or any hardship that is self imposed;

c. The variance will not cause a substantial increase in public costs; and

d. The variance will not place the subdivision in nonconformance with any adopted zoning regulations.

X-B-2. Variances from Floodway Provisions Not Authorized

The governing body will not by variance permit subdivision for building purposes in areas located within the floodway of a flood of 100-year frequency as defined by Title 76, Chapter 5, MCA.

X-B-3. Procedure

The subdivider shall include with the submission of the preliminary plat a written statement describing and justifying the requested variance. The Planning Board will consider the requested variance and recommend its approval or denial to the governing body.

X-B-4. Conditions

In granting variances, the governing body may impose reasonable conditions to secure the objectives of these regulations.

X-B-5. Statement of Facts

When a variance is granted, the motion of approval of the proposed subdivision must contain a statement describing the variance and the facts and conditions upon which the issuance of the variance is based.

X-C. Amendment of Regulations

Before the governing body amends these regulations it will hold a public hearing on the proposed amendment. Notice of the time and place of the public hearing must be published in a newspaper of general circulation in the City not less than fifteen (15) days or more than thirty (30) days before the date of the hearing.

X-D. Administration

X-D-1. Enforcement

Except as provided in 76-3-303, MCA, every final subdivision plat must be filed for record with the county clerk and recorder before title to the subdivided land can be sold or transferred in any manner. If unlawful transfers are made, the county attorney shall commence action to enjoin further sales or transfers and compel compliance with all provisions of the MSPA and these regulations. The cost of this action shall be imposed against the party not prevailing.

X-D-2. Violation and Penalties

Any person, firm, corporation, or other entity who violates any of the provisions of the MSPA or these regulations is guilty of a misdemeanor punishable by a fine of not less than $100 nor more than $500 or by imprisonment in jail for not more than three months or by both fine and imprisonment. Each sale, lease, or transfer, or offer of sale, lease, or transfer of each separate parcel of land in violation of any provision of the MSPA or these regulations shall be deemed a separate and distinct offense.

X-D-3. Appeals

A decision of the governing body regarding a proposed subdivision may be appealed to the district court, as provided by 76-3-625 MCA.

APPENDIX A

PRELIMINARY PLAT APPLICATION FORM

Date _____

1. Name of Subdivision _____

2. Location: _____ ¼ Section _____ Township _____ Range _____
   For Amended Plats: Lot(s) _____ Block(s) _____ _____ Subdivision

3. Name, address and telephone number of subdivider and owners of record:
   _____
   _____

4. Name, address and telephone number of persons or firms providing services and information (e.g. surveyor, engineer, designer, consultant, attorney) _____
   _____
   _____

5. Descriptive Data:
   a. Gross area in acres _____
   b. Number of lots or rental spaces _____
   c. Existing zoning _____

OFFICIAL USE ONLY
DATE RECEIVED:
_____

6. Project Description and proposed land use:
   _____
   _____
   _____

7. Proposed Improvements: All subdivisions subject to the City of Livingston Subdivision Regulations will be required to install, or guarantee installation of, municipal sewer and water utilities as well as paved streets, curbs, gutters sidewalks and street lights.

8. A completed List of Submittal Material must be attached to this Application.

I do hereby depose and say that all of the above statements and information and the statements and information contained in all exhibits transmitted herewith are true. I hereby apply to the City of Livingston for approval of the Preliminary plat of _____ subdivision.

_____ _____
Owner of Record Subdivider (if different that owner)

APPENDIX B

LIST OF SUBMITTAL MATERIAL
(Based on City of Livingston Subdivision Regulations)

PRELIMINARY PLAT

The following materials shall be submitted with all applications for Preliminary Plat approval:

	Attached (Check)
1. Three (3) copies of the preliminary plat in 24" x 36" format.	_____
2. Eight (8) copies of the preliminary plat in 11" x 17" format.	_____
3. The required review fee.	_____
4. A vicinity sketch showing conditions on adjacent land including:	
a. Approximate locations, size and depth of existing or proposed sanitary and storm sewers, water mains, fire hydrants, gas, electric, telephone lines and streetlights.	_____
b. Ownership of lands immediately adjacent the subdivision and all public and private streets leading to the subdivision.	_____
c. Locations of buildings, structures, power lines and other improvements and nearby land uses.	_____
d. The existing zoning of the subdivision and of adjacent lands within 500 feet.	_____
5. A complete grading and drainage plan designed to handle runoff from a 10 year, 6 hour storm and containing the following:	
a. Location and details, accurately dimensioned, of all existing and proposed drainage structures to include courses, elevations, grades and cross sections of streets, bridges, ditches, culverts, retention areas and other drainage improvement.	_____

a. Ground contours with intervals of 2 feet where the average slope is under 10% and 5 feet where average slope is 10% or greater. _____
b. Information describing the ultimate destinations of storm water from the subdivision and the effect of the runoff on down-slope drainage structures. _____
c. Describe construction procedures, slope protection and reseeding methods to minimize erosion. _____

6. A list of the proposed subdivision improvements shall be submitted and shall include the following items:
   a. Provide design specifications for all streets and alleys. Include information on all drainage structures, street signs, sidewalks, and street lights. _____
   b. Indicate the solid waste collection and disposal facilities proposed for the subdivision. _____
   c. Show fire hydrant locations and spacing. _____
   d. Describe all utilities to be installed and which entities will be providing the services. _____
   e. Indicate parkland to be dedicated or amount of cash-in-lieu of land to be donated, if applicable. _____
   f. Indicate how mail delivery will be handled within the subdivision. _____

7. Overall Development Plan: When a tract of land is to be subdivided in phases, the subdivider must provide an overall development plan indicating the intent for the entire development. The preliminary plat submission and other supplements must include the entire development and be in compliance with the procedures and standards contained in the Livingston Subdivision Regulations. Plat review will be based on the overall development. _____

APPENDIX C

SAMPLE FORMS AND CERTIFICATES

Final Plat Approval Application Form

Certificate of Completion of Public Improvements

Certificate of Surveyor – Final Plat

Certificate of Dedication – Final Plat

Certificate of Consent to Dedication by Encumbrances

Certificate of Waiver of Park Land Dedication and Acceptance of Cash in Lieu Thereof

Certificate Stating Facts Authorizing the Governing Body to Waive Park Dedication Under the Five Acre, Single Family Dwelling Exemption

Certificate of Examining Land Surveyor Where Required – Final Plat

Certificate of County Treasurer

Certificate of Final Plat Approval – City

Certificate of Filing by Clerk and Recorder

Final Plat Approval Application Form

Date _____

1. Name of Subdivision _____

2. Location: _____ 1/4 Section _____ Township _____ Range _____ For Amended Plats: Lot(s) _____ Block(s) _____ Subdivision

3. Name, address and telephone number of subdivider:

_____

_____

4. Name, address and telephone number of persons of firms providing services and information (e.g.: surveyor, engineer, designer, planning consultant, attorney):

_____

_____

_____

_____

5. Descriptive Data:

   a. Gross area in acres _____
   b. Number of lots or rental spaces _____
   c. Existing zoning or other regulations _____

   _____

6. Date Preliminary Plat Approved: _____

7. Any Conditions? _____ (If Yes, attach list of conditions.)

8. Any Deed Restrictions or covenants? _____ (If Yes, attach a copy.)

9. All improvements installed? _____ (If No, attach a subdivision improvements agreement or guarantees.)

10. List of materials submitted with this application:

    a. _____ d. _____
    b. _____ e. _____
    c. _____ f. _____

I do hereby certify that all the statements and information and the statements and information contained in all exhibits transmitted herewith are true. I hereby apply to the (governing body) of (city or county) for approval of the final plat of (Name of Subdivision).

_____
Subdivider

FOR OFFICIAL USE ONLY

1. Application Number _____

2. Date Application Submitted _____

3. Date by which Final Plat must be approved or rejected _____

Certificate of Completion of Public Improvements Agreement
(To be submitted with application for approval of final subdivision plat)

CERTIFICATE OF COMPLETION

I, (Name of Subdivider), and I, (Name of Subdivider's Registered Engineer), a registered professional engineer licensed to practice in the State of Montana, hereby certify that the following public improvements, required as a condition of approval of (Name of Subdivision), have been installed in conformance with the attached engineering specifications and plans: (List the improvements actually installed.)

_____ _____
Signature of Subdivider Date

_____ _____
Signature of Professional Engineer Date

Registration No. _____

_____ (Engineers Seal)
Address

Certificate of Surveyor – Final Plat

State of Montana)
) ss.
County of _____)

I, (Name of Surveyor), a Professional Land Surveyor, do hereby certify that I have performed the survey shown on the attached plat of (Name of Subdivision); that such survey was made on (Date of Survey); that said survey is true and complete as shown and that the monuments found and set are of the character and occupy the positions shown thereon.

Dated this _____ day of _____, 20 ___.

(Seal)

(Signature of Surveyor)
Registration No. _____
(Address)

Certificate of Dedication – Final Plat

(I) (We), the undersigned property owner(s), do hereby certify that (I) (We) have caused to be surveyed, subdivided and platted into lots, blocks, streets and alleys, as shown by the plat hereto annexed, the following described land in (City and County if in Unincorporated Area), to-wit:

(Exterior boundary description of area contained in plat and total acreage)

The above described tract of land is to be known and designated as (Name of Subdivision), and the lands included in all streets, avenues, alleys, and parks or public squares shown on said plat are hereby granted and donated to the use of the public forever.

Dated this _____ day of _____, 20 ___.

(Acknowledged and notarized signatures of all record owners of platted property)

Consent to Dedication by Encumbrances, If Any

(I) (We), the undersigned encumbrancer(s), do hereby join in and consent to the annexed plat and release (my) (our) respective liens, claims and encumbrances as to any portion of said lands shown on such plat as being dedicated to the use of the public forever.

Dated this _____ day of _____, 20 ___.

(Acknowledged and notarized signatures of all encumbrancers of record)

Certificate of Waiver of Park Land Dedication and Acceptance of Cash in Lieu Thereof

I, (Name of City or Town Clerk), (County Clerk and Recorder) of (Name of City or County), Montana, do certify that the following order was made by the (Governing Body) of (Name of City or County) at a meeting thereof held on the _____ day of _____, 20 ___, and entered into the proceedings of said Body to-wit: "Inasmuch as the dedication of park land within the platted area of (Name of Subdivision) is undesirable for the reasons set forth in the minutes of this meeting, it is hereby ordered by the (Name of Governing Body) that land dedication for park purposes be waived and that cash in lieu of park with the provisions of Title 76, Chapter 3, MCA."

In witness whereof, I have hereunto affixed the seal of (Name of City or County), Montana this _____ day of _____, 20 ___.

(Seal) (Signature of Clerk)

Certificate Stating Facts Authorizing the Governing Body to Waive Park Dedication Under the Five Acre, Single Family Dwelling Exemption of the Montana Subdivision and Platting Act.

(Name of Subdivider), referred to herein as the subdivider, hereby certifies that all of the parcels within (Name of Subdivision) contain five acres or more and that the Subdivider will enter into a covenant to run with the land and revocable only by mutual consent of the owners of the parcels in question and the governing body of (Name of City or County), that the parcels in the subdivision will never be subdivided into parcels of less than five acres and that only single family dwellings and associated outbuildings will be constructed on any single lot or parcel within the boundaries of the subdivision. A copy of this covenant is attached hereto:

(Date) (Notarized Signature of Subdivider)

Certificate of Examining Land Surveyor Where Required – Final Plat

I, (Name of Examining Land Surveyor), acting as an Examining Land Surveyor for (City or County), Montana, do hereby certify that I have examined the final plat of (Name of Subdivision) and find that the survey data shown thereon meet the conditions set forth by or pursuant to Title 76, Chapter 3, Part 4, MCA.

Dated this _____ day of _____, 20 ___.

(Signature)
(Name of Surveyor)
Registration No. _____
(City or County)

Certificate of County Treasurer

I hereby certify, pursuant to Section 76-3-611(1)(b), MCA, that all real property taxes assessed and levied on the land described below and encompassed by the proposed (Name of Subdivision) have been paid:

(legal description of land)

Dated this _____ day of _____, 20 ___.

(seal) (Signature of County Treasurer) Treasurer,
_____ County, Montana

Certificate of Final Plat Approval – City

The (Commission) (Council) of the City (Town) of (Name of City or Town), Montana does hereby certify that it has examined this subdivision plat and, having found the same to conform to law, approves it, and hereby accepts the dedication to public use of any and all lands shown on this plat as being dedicated to such use, this _____ day of _____, 20 ___.

by (Signature of City or Town Clerk) (Signature of Mayor)
Clerk Mayor

Certificate of Filing by Clerk and Recorder

STATE OF MONTANA)
) ss.
County of _____)

Filed for record this _____ day of _____, 20 ___, at _____ o'clock.

(Signature of Clerk and Recorder)
County Clerk and Recorder, _____ County, Montana

APPENDIX D

SUBDIVISION IMPROVEMENTS AGREEMENT; GUARANTY

The parties to this Subdivision Improvements Agreement ("this agreement") are _____ ("the subdivider") and _____ ("the City").

WHEREAS, the subdivider desires to defer construction of improvements described in Attachment (__); and

WHEREAS, the purpose of this Agreement is to protect the City and is not intended for the benefit of contractors, suppliers, laborers or others providing work, services, or materials to the Subdivision, or for the benefit of lot or home buyers in the Subdivision; and

WHEREAS, the mutual promises, covenants and obligations contained in this Agreement are authorized by state law and the City subdivision regulations.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Effective Date: The effective date of this Agreement is the date that final subdivision plat approval is granted by the City.

2. Attachments: The Attachments cited herein are hereby made a part of this Agreement.

Subdivider's Obligations

3. Improvements: The Subdivider will construct and install, at his own expense, those subdivision improvements listed in Attachment (__) of this Agreement. The Subdivider's obligation to complete the improvements arises upon approval of the final subdivision plat, is not conditioned on the commencement of construction in the development or sale of any lots or improvements within the subdivision, and is independent of any obligations of the City contained in this Agreement.

4. Security: To secure the performance of his obligations under this Agreement, the Subdivider will deposit with the City on or before the effective date, an Irrevocable Letter of Credit (or other financial security acceptable to the local officials) in the amount of $_____. The letter of credit will be issued by __(lending institution)__, be payable at sight to the City at any time upon presentation of (1) a sight draft drawn on the issuing lending institution in the amount up to $ _____, (2) a signed statement or affidavit executed by an authorized City official stating that the Subdivider is in default under this Agreement; and (3) the original copy of the letter of credit.

5. Standards: The Subdivider will construct the required improvements according to the standards and specifications required by the City as specified in Attachment (__) of this Agreement.

6. Warranty: The Subdivider warrants that each and every improvement will be free from defects for a period of 1 year from the date that the City accepts the dedication of the last improvement completed by the Subdivider.

7. Commencement and Completion Periods: The Subdivider will complete all of the required improvements within (2) years from the effective date of this Agreement.

8. Compliance with Law: The Subdivider will comply with all relevant laws, ordinances, regulations and requirements in effect at the time of subdivision plat approval when meeting his obligations under this Agreement.

City's Obligations

9. Inspection and Certification:

   a. The City will provide for inspection of the improvements as they are completed and, where found acceptable, will certify those improvements as complying with the standards and specifications set forth in Attachment (__) of this Agreement. The inspection and certification, will occur within 14 days of notice by the Subdivider that the improvements are complete and that he desires City inspection and certification. Before requesting City certification of any improvement the Subdivider will present to the City valid lien waivers from all persons providing materials or performing work on the improvement.

   b. Certification by the City does not constitute a waiver by the City of the right to draw funds under the letter of credit in the event defects in or failure of any improvement are found following the certification.

10. Notice of Defect: The City will provide timely notice to the Subdivider whenever inspection reveals that an improvement does not conform to the standards and specifications set forth in Attachment (__), or is otherwise defective. The Subdivider will have 30 days from the date the notice is issued to remedy the defect. The City may not declare a default under this Agreement during the 30 day remedy period unless the Subdivider clearly indicates he does not intend to correct the defect. The Subdivider will have no right to correct the defect in, or failure of, any improvement found after the City accepts dedication of the improvements.

11. Reduction of Security: After the acceptance of any improvement, the amount that the City is entitled to draw on the letter of credit will be reduced by an amount equal to 90 percent of the estimated cost of the improvement as shown in Attachment (__). At the request of the Subdivider, the City will execute a certificate verifying the acceptance of the improvement and waiving its right to draw on the letter of credit to the extent of the amount. Upon the certification of all of the improvements the balance that may be drawn under the credit will be available to the City for the one year warranty period plus an additional 90 days.

12. Use of Proceeds: The City will use funds drawn under the letter of credit only for the purposes of completing the improvements or correcting defects in or failure of the improvements.

Other Provisions

13. Events of Default: The following conditions, occurrences or actions constitute a default by the Subdivider during the completion period:

   a. failure to complete construction of the improvements within two years of final subdivision plat approval;

   b. failure to remedy the defective construction of any improvement within the remedy period;

   c. insolvency of the Subdivider or the filing of a petition for bankruptcy;

   d. foreclosure of the property or assignment or conveyance of the property in lieu of foreclosure.

14. Measure of Damages: The measure of damages for breach of this Agreement is the reasonable cost of completing the improvements. For purposes of this Agreement the estimated cost of the improvements as specified in Attachment (__) is prima facie evidence of the minimum cost of completion. However, neither that amount nor the amount of the letter of credit establishes the maximum amount of the Subdivider's liability. The City may complete all unfinished improvements at the time of default regardless of the extent to which development has taken place in the Subdivision or whether development ever was commenced.

15. Local Government Rights Upon Default:

    a. Upon the occurrence of any event of default, the City may draw on the letter of credit to the extent of the face amount of the credit less the estimated cost [as shown in Attachment (__)] of all improvements previously certified by the City. The City may complete improvements itself or contract with a third party for completion, or the City may assign the proceeds of the letter of credit to a subsequent subdivider who has acquired the Subdivision and who has the same rights of completion as the City if and only if the subsequent subdivider agrees in writing to complete the unfinished improvements.

    b. In addition, the City may suspend final plat approval. During this suspension the Subdivider may not sell, transfer or otherwise convey lots or homes within the Subdivision without the express approval of the City until the improvements are completed and certified by the City.

16. Indemnification: The Subdivider agrees to indemnify and hold the City harmless for and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work under this Agreement. The Subdivider is not an employee or agent of the City.

17. Amendment or Modification: The Parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the City and by the Subdivider.

18. Attorney's Fees: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, is entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator or mediator awards relief to both parties, each will bear its own costs in their entirety.

19. Third Party Rights: No person or entity who is not party to this Agreement has any right of action under this Agreement, except that if the City does not exercise its rights within 60 days following an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the City to exercise its rights.

20. Scope: The Agreement constitutes the entire agreement between the parties and no statement, promise or inducement that is not contained in this Agreement is binding on the parties.

21. Time: For the purpose of computing the commencement and completion periods, and time periods for City action, times in which war, civil disasters, acts of God or extreme weather conditions occur will not be included if the events prevent the Subdivider or the City from performing the obligations under this Agreement.

22. Assigns: The benefits of this Agreement to the Subdivider may not be assigned without the express written approval of the City. Such approval may not be withheld unreasonably, but any unapproved assignment is void. There is no prohibition on the right of the City to assign its rights under this Agreement.

    The City will release the original Subdivider's letter of credit if it accepts a new security from any subdivider or lender who obtains the property. However, no action by the City constitutes a release of the original subdivider from his liability under this Agreement.

23. Severability: If any part, term or provision of this Agreement is held by the courts to be illegal the illegality shall not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision were never part of the Agreement.

Dated this ___ day of _____, 20___.

_____
City Official

_____
Subdivider

ACCEPTABLE FORMS OF IMPROVEMENTS GUARANTEES

The subdivider shall provide one or more of the following financial security guarantees in the amount of 100 percent of the estimated total cost of installing all required improvements.

1. Letter of Credit

   Subject to governing body approval, the subdivider shall provide the governing body a letter of credit from a bank or other reputable institution or individual certifying the following:

   a. That the creditor guarantees funds in an amount equal to the cost, as approved by the governing body, of completing all required improvements.

   b. That if the subdivider fails to complete the specified improvements within the required period, the creditor will immediately pay to the governing body upon presentation of a sight draft without further action, an amount of cash necessary to finance the completion of those improvements, up to the limit of credit stated in the letter.

   c. That this letter of credit may not be withdrawn, or reduced in amount, until released by the governing body.

2. Escrow Account

   The subdivider shall deposit cash, or collateral readily convertible to cash at face value, either with the governing body or in escrow with a bank. The use of collateral other than cash, and the selection of the bank where funds are to be deposited must be approved by the governing body.

   Where an escrow account is to be used, the subdivider shall give the governing body an agreement with the bank guaranteeing the following:

   a. That the funds in the escrow account are to be held in trust until released by the governing body and may not be used or pledged by the subdivider as security for any obligation during that period.

   b. That, should the subdivider fail to complete the required improvements, the bank shall immediately make the funds in escrow available to the governing body for completing these improvements.

3. Property Escrow

   The subdivider may offer as a guarantee land or other property, including corporate stocks or bonds. The value of any real property to be used, accounting for the possibility of a decline in its value during the guarantee period, must be established by a licensed real estate appraiser or securities broker, as applicable, at the subdivider's expense. The governing body may reject the use of property as collateral when the property value is unstable, when the property may be difficult to sell, or when other factors exist which will inhibit the exchange of the property for an amount of money sufficient to complete required improvements.

   When property is offered as an improvement guarantee, the subdivider shall:

a. Enter an agreement with the escrow agent instructing the agent to release the property to the governing body in the case of default. The agreement must be placed on file with the county clerk and recorder.

b. File with the governing body an affidavit affirming that the property to be used as a guarantee is free and clear of any encumbrances or liens at the time it is to be put in escrow.

c. Execute and file with the governing body an agreement stating that the property to be placed in escrow as an improvement guarantee will not be used for any other purpose, or pledged as a security for any other matter until it is released by the governing body.

4. Sequential Development

Where a subdivision is to be developed in phased portions, the governing body may, at its discretion, waive the use of a guarantee on the initial portion, provided that the portion contains no more than 25 lots, or 50 percent of the total number of lots in the proposed subdivision, whichever is less. The governing body may grant final plat approval to only one portion at a time. The plat approval for each succeeding portion will be contingent upon completion of all improvements in each preceding portion and acceptance of those improvements by the governing body. Completion of improvements in the final portion of the subdivision must be guaranteed through the use of one of the other methods detailed in this section.

5. Surety Performance Bond

The bond must be executed by a surety company authorized to do business in the State of Montana and acceptable as a surety to the governing body and countersigned by a Montana agent. The bond must be payable to the County (City) of _____. The bond must be in effect until the completed improvements are accepted by the governing body.

6. Special Improvements District

The governing body may enter into an agreement with the subdivider, and the owners of the property proposed for subdivision if other than the subdivider, that the installation of required improvements will be financed through a special or rural improvement district created pursuant to Title 7, Chapter 12, MCA. This agreement must provide that no lots within the subdivision will be sold, rented, or leased, and no contract for the sale of lots executed, before the improvement district has been created.

If the proposed subdivision lies in an unincorporated area, the subdivider, or other owners of the property involved must also petition the board of county commissioners to create a rural improvement district pursuant to Section 7-12-2102, MCA.

An agreement to finance improvements through the creation of a special improvement district, or a petition to create a rural improvement district, constitutes a waiver by the subdivider or the other owners of the property of the right to protest, or petition against, the creation of the district under either Section 7-12-2109 or Section 7-12-4110, MCA. This waiver must be filed with the county clerk and recorder and will be deemed to run with the land.

MODEL

IRREVOCABLE LETTER OF CREDIT

Letter of Credit No. ___

Name of Local Government Date
Address

Gentlemen:

We hereby establish in your favor our Irrevocable Letter of Credit # ___ for the account of (Subdivider), available by your drafts at sight up to an aggregate amount of $ _____. Should (Subdivider) default or fail to complete the improvements under the terms specified in the attached subdivision improvements agreement for (name of subdivision) we shall pay on demand your sight draft or drafts for such funds, to the limit of credit set forth herein, as are required to complete said improvements.

All drafts must be presented prior to expiration date and this Letter of Credit must accompany the final draft for payment. Drafts drawn hereunder must be by sight draft marked:

> "Drawn under (lending institution), Letter of Credit # ___
> dated (date of Letter of Credit)," and the amount drawn endorsed on the reverse hereof by the lending institution.

Unless otherwise stated, this Letter of Credit is subject to the Uniform Customs and Practices for Commercial Documentary Credits (1983 Revision) International Chamber of Commerce. We hereby agree with the drawers, endorsers and bona fide holders of the drafts drawn under and in compliance with the terms of this Credit that these drafts will be duly honored upon presentation to the drawee.

This letter of credit may not be withdrawn or reduced in any amount prior to its expiration date except by your draft or written release.

(Lending Institution)

(Signature and Title of Official)

APPENDIX E

GRANT OF ACCESS EASEMENT

THIS INDENTURE, made and entered into this _____ day of _____, 20 ___, by and between _____, of _____, Montana, hereinafter referred to as the "Grantor", and __(subdivider)__ of _____, Montana, hereinafter referred to as the "Grantee."

THE GRANTOR does hereby give, grant and convey unto the Grantee, its successor and assigns, the right, privilege and authority to construct, reconstruct, maintain, operate, repair, improve, and to travel upon and use, a road and its necessary fixtures and appurtenances through, over, and across a corridor, 60 feet wide, shown on the attached certificate of survey, extending across the following described tract(s) of land:

(legal description of Grantor's property over which easement is granted)

THIS GRANT of right and authority shall run with the said property and be binding on the Grantor, its successors, all subsequent owners and any parties having right, title, or interest in the said property.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this ___ day of _____, 20 ___.

_____
Grantor

STATE OF MONTANA)
) ss.
County of _____)

On this ____ day of _____, 20 ___, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this ___ day of _____, 20 ___.

_____
Notary Public for the State of Montana
Residing at _____, Montana
My commission expires _____

AN ACT GENERALLY REVISING THE LOCAL SUBDIVISION REVIEW PROCEDURE; REVISING THE INFORMATION A GOVERNING BODY MAY CONSIDER WHEN DETERMINING IF SUBSEQUENT HEARINGS ARE REQUIRED FOR A SUBDIVISION APPLICATION; REVISING THE REQUIREMENTS FOR A PHASED SUBDIVISION; PROVIDING TIMELINES AND AMENDED CONDITIONS OF A FINAL PLAT APPROVAL; REVISING THE EXPEDITED SUBDIVISION REVIEW PROCESS; AMENDING SECTIONS 76-3-615, 76-3-617, AND 76-3-623, MCA; AND PROVIDING AN APPLICABILITY DATE.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

Section 1. Section 76-3-615, MCA, is amended to read:

"**76-3-615. Subsequent hearings -- consideration of new information -- requirements for regulations.** (1) The regulations adopted pursuant to 76-3-504(1)(o) must comply with the provisions of this section.

(2) The governing body shall determine whether ~~public comments or documents~~ public comments or other information presented to the governing body at a hearing held pursuant to 76-3-605 ~~constitute:~~

~~(a) information or analysis of information that was presented at a hearing held pursuant to 76-3-605 that the public has had a reasonable opportunity to examine and on which the public has had a reasonable opportunity to comment; or~~

~~(b)~~ constitutes relevant, new information regarding a subdivision application or a substantial change to the design of the subdivision that has never been submitted as evidence or considered by either the governing body or its agent or agency ~~at a hearing during which the subdivision application was considered~~ and has a substantial effect on the governing body's consideration of the application.

(3) If the governing body determines that the ~~public comments or documents constitute~~ information presented to the governing body constitutes the information described in subsection (2)~~(b)~~, the governing body

may:

(a) approve, conditionally approve, or deny the proposed subdivision without basing its decision on the new information if the governing body determines that the new information is either irrelevant or not credible or the change to the design of the subdivision does not substantially impact the analysis of potentially significant adverse impacts; or

(b) schedule or direct its agent or agency to schedule a subsequent public hearing for consideration of only the new information ~~that may have an impact on the findings and conclusions~~, including a substantial change to the design of the subdivision for purposes of considering its findings of fact and conclusions and any proposed conditions of approval in light of the new information that the governing body will rely ~~upon~~ on in making its decision on the proposed subdivision.

(4) If a public hearing is held as provided in subsection (3)(b), the 60-working-day review period required in 76-3-604(4) is suspended and the new hearing must be noticed and held within 45 days of the governing body's determination to schedule a new hearing. After the new hearing, the 60-working-day time limit resumes at the governing body's next scheduled public meeting for which proper notice for the public hearing on the subdivision application can be provided. The governing body may not consider any information regarding the subdivision application that is presented after the hearing when making its decision to approve, conditionally approve, or deny the proposed subdivision."

Section 2. Section 76-3-617, MCA, is amended to read:

"**76-3-617. Phased development -- application requirements -- hearing required.** (1) A subdivider applying for phased development review shall submit with the phased development application an overall phased development preliminary plat on which independent platted development phases must be presented. The phased development application must contain the information required pursuant to parts 5 and 6 of this chapter for all phases of a development and a schedule for when the subdivider plans to submit for review each phase of the development. The subdivider may change the schedule for review of each phase of the development upon approval of the governing body after a public hearing as provided in subsection (4) if the change does not negate conditions of approval or otherwise adversely affect public health, safety, and welfare.

(2) Except as otherwise provided by this section, the phased development application must be

reviewed in conformity with parts 5 and 6 of this chapter. In addition, each phase of the phased development must be reviewed as provided in subsection (4).

(3) The governing body may approve phased developments that extend beyond the time limits set forth in 76-3-610 but all phases of the phased development must be submitted for review and approved, conditionally approved, or denied within 20 years of the date the overall phased development preliminary plat is approved by the governing body.

(4) ~~Prior to the commencement of each phase~~ For any phase of the approved subdivision submitted for final plat approval more than 5 years after the date of preliminary approval of the subdivision, the subdivider shall provide written notice to the governing body not more than 1 year or less than 90 calendar days in advance of submitting the final plat application. The governing body shall hold a public hearing pursuant to 76-3-605(3) within 30 working days after receipt of the written notice from the subdivider to determine whether changed circumstances justify amending any conditions of approval or imposing additional conditions of approval. The governing body may amend or impose additional conditions of approval only if it determines, based on a review of the primary criteria, that the existing conditions of approval are inadequate to mitigate the potentially significant adverse impacts identified during the original review based on changed circumstances. ~~After the hearing, the governing body shall determine whether any changed primary criteria impacts or new information exists that creates new potentially significant adverse impacts for the phase or phases.~~ Notwithstanding the provisions of 76-3-610(2), the governing body shall issue supplemental written findings of fact within 20 working days of the hearing ~~and may impose necessary, additional conditions to minimize potentially significant adverse impacts identified in the review of each phase of the development for changed primary criteria impacts or new information~~. Any additional conditions must be met before final plat approval for each ~~particular~~ remaining phase and the approval in accordance with 76-3-611 is in force for not more than 3 calendar years or less than 1 calendar year within the maximum timeframe provided in subsection (3).

(5) The governing body may impose a reasonable periodic fee for the review under subsection (4) of the phases in the phased development."

Section 3. Section 76-3-623, MCA, is amended to read:

"**76-3-623. Expedited review for certain subdivisions.** (1) Except as provided in subsection (9), a

subdivision application, regardless of the number of lots, that meets the requirements provided in subsection (3) is entitled to the expedited review process provided in this section at the applicant's request.

(2) A subdivision application that meets the requirements provided in subsection (3) is exempt from:

(a) the preparation of an environmental assessment as required in 76-3-603; and

(b) the review criteria listed in 76-3-608(3)(a).

(3) A subdivision qualifies for the expedited review process provided in this section if the proposed subdivision:

(a) is within:

(i) an incorporated city or town or consolidated city-county government and is subject to an adopted growth policy pursuant to Title 76, chapter 1, and adopted zoning regulations pursuant to Title 76, chapter 2, part 3; or

(ii) ~~a county water and/or sewer district created under 7-13-2203 that provides both water and sewer services~~ a county water and/or sewer district created under 7-13-2203 that provides both water and sewer services or an area outside the boundaries of an incorporated city, town, county, or consolidated city-county that is served by city, town, county, or consolidated city-county water and sewer services and is subject to an adopted growth policy as provided in Title 76, chapter 1, and zoning regulations pursuant to Title 76, chapter 2, part 2, that, at a minimum, address development intensity through minimum lot sizes or densities, bulk and dimensional requirements, and use standards;

(b) complies with zoning regulations adopted pursuant to 76-2-203 or 76-2-304 and complies with the design standards and other subdivision regulations adopted pursuant to 76-3-504 ~~without the need for variances or other deviations to adopted standards~~; and

(c) includes in its proposal plans for the onsite development of or extension to public infrastructure in accordance with adopted ordinances and regulations.

(4) On submission for expedited review under this section, the subdivision application must be reviewed for required elements and sufficiency of information as provided in 76-3-601(1) through (3) to determine whether the application complies with zoning regulations adopted pursuant to 76-2-203 or 76-2-304 and complies with the design standards and other subdivision regulations adopted pursuant to 76-3-504 ~~without~~

~~the need for variances or other deviations to adopted standards~~ and includes in its proposal plans for the onsite development of or extension to public infrastructure in accordance with adopted ordinances and regulations. The application may include a request for variance or deviation from subdivision regulations adopted pursuant to 76-3-504 and in accordance with the provisions of 76-3-506.

(5) The governing body shall:

(a) hold a hearing ~~on~~ and approve, conditionally approve, or deny the subdivision application within 35 working days of a determination by the reviewing agent or agency that the application contains required elements and sufficient information for review as provided in subsection (3). If the subdivision application includes a request for variance or deviation from subdivision regulations adopted pursuant to 76-3-504, the time for holding a hearing as required in this subsection (5) must be extended to a total of 45 working days~~;~~.

(b) provide notice for the hearing required in subsection (5)(a) by publication in a newspaper of general circulation in the county not less than 15 days prior to the date of the hearing;

(c) approve the application unless public comment or other information demonstrates the application does not comply with:

(i) adopted zoning regulations, design standards, and other requirements of subdivision regulations adopted pursuant to 76-3-504 ~~without the need for variances or other deviations to adopted standards~~, including any criteria for granting variances or deviations from subdivision regulations adopted pursuant to 76-3-504; or

(ii) adopted ordinances or regulations for the onsite development of or extension to public infrastructure; and

(d) provide to the applicant and the public a written statement within 30 days of the decision to approve or deny a proposed subdivision for expedited review as allowed in this section that provides:

(i) the facts and conclusions that the governing body relied on in making its decision to approve or deny the application; and

(ii) the conditions that apply to the preliminary plat approval that must be satisfied before the final plat may be approved.

(6) The governing body may:

(a) with the agreement of the applicant, grant one extension of the review period allowed in subsection (5)(a) not to exceed 180 calendar days;

(b) adopt conditions of approval only to ensure an approved subdivision application is completed in accordance with the approved application and any applicable requirements pursuant to Title 76, chapter 4; or

(c) delegate to its reviewing agent or agency the requirement to hold a public hearing on the subdivision application as required in this section.

(7) A local governing body may not adopt zoning regulations pursuant to 76-2-203 or 76-2-304, subdivision regulations pursuant to 76-3-504, or other ordinances or regulations that restrict the use of the expedited subdivision review process as provided in this section.

(8) (a) Except as modified in this section, subdivision applications meeting the requirements for an expedited review remain subject to the provisions of 76-3-608(3)(b) through (3)(d) and 76-3-608(6) through (10), 76-3-610 through 76-3-614, 76-3-621, and 76-3-625.

(b) The provisions of this section supersede any provision of this chapter that is in conflict with any provision of this section.

(9) A subdivision located outside of the boundaries of an incorporated city or town may not utilize the expedited review process provided in this section unless the board of county commissioners of the county where the subdivision is located has voted to allow the provisions of this section to apply to subdivisions located outside the boundaries of an incorporated city or town.

(10) An incorporated city, town, or consolidated city-county shall implement the expedited review provided for in this section for a proposed subdivision that meets the criteria in subsection (3)(a)(i) regardless of whether the city, town, or consolidated city-county has incorporated the provisions of this section into the city, town, or consolidated city-county's local subdivision regulations."

Section 4. Applicability. [Section 2] applies to subdivision applications that are approved on or after October 1, 2023.

- END -

I hereby certify that the within bill,

HB 211, originated in the House.

_____

Chief Clerk of the House

_____

Speaker of the House

Signed this _____day

of_____, 2023.

_____

President of the Senate

Signed this _____day
of_____, 2023.

HOUSE BILL NO. 211

INTRODUCED BY L. BREWSTER, M. MALONE, S. KERNS, J. SCHILLINGER, C. KNUDSEN, S. VINTON, K. SEEKINS-CROWE, M. YAKAWICH, J. FITZPATRICK, J. ETCHART, J. KASSMIER, B. PHALEN

AN ACT GENERALLY REVISING THE LOCAL SUBDIVISION REVIEW PROCEDURE; REVISING THE INFORMATION A GOVERNING BODY MAY CONSIDER WHEN DETERMINING IF SUBSEQUENT HEARINGS ARE REQUIRED FOR A SUBDIVISION APPLICATION; REVISING THE REQUIREMENTS FOR A PHASED SUBDIVISION; PROVIDING TIMELINES AND AMENDED CONDITIONS OF A FINAL PLAT APPROVAL; REVISING THE EXPEDITED SUBDIVISION REVIEW PROCESS; AND AMENDING SECTIONS 76-3-615, 76-3-617, AND 76-3-623, MCA; AND PROVIDING AN APPLICABILITY DATE.”

AN ACT REVISING LOCAL GOVERNMENT REVIEW REQUIREMENTS OF EXEMPT DIVISIONS AND AGGREGATIONS OF LAND; REQUIRING THE GOVERNING BODY TO COMPLETE REVIEWS WITHIN 20 WORKING DAYS; PROHIBITING THE IMPOSITION OF CERTAIN NEW CRITERIA FOR APPROVAL; AND AMENDING SECTIONS 76-3-201 AND 76-3-207, MCA.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

Section 1. Section 76-3-201, MCA, is amended to read:

"**76-3-201. Exemption for certain divisions of land -- fees for examination of division.** (1) Unless the method of disposition is adopted for the purpose of evading this chapter, the requirements of this chapter may not apply to any division of land that:

(a) is created by order of any court of record in this state or by operation of law or that, in the absence of agreement between the parties to the sale, could be created by an order of any court in this state pursuant to the law of eminent domain, Title 70, chapter 30;

(b) subject to subsection (4), is created to provide security for mortgages, liens, or trust indentures for the purpose of construction, improvements to the land being divided, or refinancing purposes;

(c) creates an interest in oil, gas, minerals, or water that is severed from the surface ownership of real property;

(d) creates cemetery lots;

(e) is created by the reservation of a life estate;

(f) is created by lease or rental for farming and agricultural purposes;

(g) is in a location over which the state does not have jurisdiction; or

(h) is created for rights-of-way or utility sites. A subsequent change in the use of the land to a residential, commercial, or industrial use is subject to the requirements of this chapter.

(2) An exempt division of land as provided in subsection (1)(a) is not considered a subdivision under this chapter if not more than four new lots or parcels are created from the original lot or parcel.

(3) Before a court of record orders a division of land under subsection (1)(a), the court shall notify the governing body of the pending division and allow the governing body to present written comment on the division.

(4) An exemption under subsection (1)(b) applies:

(a) to a division of land of any size;

(b) if the land that is divided is not conveyed to any entity other than the financial or lending institution to which the mortgage, lien, or trust indenture was given or to a purchaser upon foreclosure of the mortgage, lien, or trust indenture. Except as provided in subsection (5), a transfer of the divided land, by the owner of the property at the time that the land was divided, to any party other than those identified in this subsection (4)(b) subjects the division of land to the requirements of this chapter.

(c) to a parcel that is created to provide security as provided in subsection (1)(b). The remainder of the tract of land is subject to the provisions of this chapter, if applicable.

(5) If a parcel of land was divided pursuant to subsection (1)(b) and one of the parcels created by the division was conveyed by the landowner to another party without foreclosure before October 1, 2003, the conveyance of the remaining parcel is not subject to the requirements of this chapter.

(6) The governing body:

(a) may examine a division of land to determine whether or not the requirements of this chapter apply to the division ~~and~~;

(b) may establish reasonable fees, not to exceed $200, for the examination;

(c) shall complete the examination and approve or deny the application for a division of land under this section within 20 working days of the receipt of an application containing all materials and information required by the governing body to complete the examination under regulations adopted pursuant to 76-3-504(1)(p); and

(d) may not impose conditions on the approval of a division of land under this section except for conditions necessary to ensure compliance with the survey requirements of Title 76, chapter 3, part 4."

Section 2. Section 76-3-207, MCA, is amended to read:

"**76-3-207. Divisions or aggregations of land exempted from review but subject to survey requirements and zoning regulations -- exceptions -- fees for examination of division.** (1) Except as provided in subsection (2), unless the method of disposition is adopted for the purpose of evading this chapter, the following divisions or aggregations of tracts of record of any size, regardless of the resulting size of any lot created by the division or aggregation, are not subdivisions under this chapter but are subject to the surveying requirements of 76-3-401 for divisions or aggregations of land other than subdivisions and are subject to applicable zoning regulations adopted under Title 76, chapter 2:

(a) divisions made outside of platted subdivisions for the purpose of relocating common boundary lines between adjoining properties;

(b) divisions made outside of platted subdivisions for the purpose of a single gift or sale in each county to each member of the landowner's immediate family;

(c) divisions made outside of platted subdivisions by gift, sale, or agreement to buy and sell in which the landowner enters into a covenant for the purposes of this chapter with the governing body that runs with the land and provides that the divided land will be used exclusively for agricultural purposes, subject to the provisions of 76-3-211;

(d) for five or fewer lots within a platted subdivision, the relocation of common boundaries;

(e) divisions made for the purpose of relocating a common boundary line between a single lot within a platted subdivision and adjoining land outside a platted subdivision. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas.

(f) aggregation of parcels or lots when a certificate of survey or subdivision plat shows that the boundaries of the original parcels have been eliminated and the boundaries of a larger aggregate parcel are established. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas.

(2) Notwithstanding the provisions of subsection (1), within a platted subdivision filed with the county clerk and recorder, a division, redesign, or rearrangement of lots that results in an increase in the number of lots or that redesigns or rearranges six or more lots must be reviewed and approved by the governing body before an amended plat may be filed with the county clerk and recorder.

(3) (a) Subject to subsection (3)(b), a division of land may not be made under this section unless the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be divided have been paid.

(b) (i) If a division of land includes centrally assessed property and the property taxes applicable to the division of land are not specifically identified in the tax assessment, the department of revenue shall prorate the taxes applicable to the land being divided on a reasonable basis. The owner of the centrally assessed property shall ensure that the prorated real property taxes and special assessments are paid on the land being sold before the division of land is made.

(ii) The county treasurer may accept the amount of the tax prorated pursuant to this subsection (3)(b) as a partial payment of the total tax that is due.

(4) The governing body:

(a) may examine a division or aggregation of land to determine whether or not the requirements of this chapter apply to the division or aggregation ~~and~~;

(b) may establish reasonable fees, not to exceed $200, for the examination;

(c) shall complete the examination and approve or deny the application for a division or aggregation of land under this section within 20 working days of the receipt of an application containing all materials and information required by the governing body to conduct its review under regulations adopted pursuant to 76-3-504(1)(p); and

(d) may not impose conditions on the approval of a division or aggregation of land under this section except for conditions necessary to ensure compliance with the survey requirements of Title 76, chapter 3, part 4."

- END -

I hereby certify that the within bill,

SB 131, originated in the Senate.

_____

Secretary of the Senate

_____

President of the Senate

Signed this _____day

of_____, 2023.

_____

Speaker of the House

Signed this _____day
of_____, 2023.

SENATE BILL NO. 131

INTRODUCED BY F. MANDEVILLE, G. HERTZ, C. FRIEDEL, D. ZOLNIKOV, J. TREBAS

AN ACT REVISING LOCAL GOVERNMENT REVIEW REQUIREMENTS OF EXEMPT DIVISIONS AND AGGREGATIONS OF LAND; REQUIRING THE GOVERNING BODY TO COMPLETE REVIEWS WITHIN 20 WORKING DAYS; PROHIBITING THE IMPOSITION OF CERTAIN NEW CRITERIA FOR APPROVAL; AND AMENDING SECTIONS 76-3-201 AND 76-3-207, MCA.

AN ACT PROVIDING AN ALTERNATIVE ADMINISTRATIVE PROCESS FOR CERTAIN MINOR SUBDIVISIONS; PROVIDING CRITERIA AND EXEMPTIONS FOR CERTAIN MINOR SUBDIVISIONS; GRANTING A SUBDIVISION ADMINISTRATOR DECISION-MAKING AUTHORITY; PROVIDING A PROCESS FOR APPEAL; PROVIDING A DEFINITION; AND AMENDING SECTION 76-3-609, MCA.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

Section 1. Section 76-3-609, MCA, is amended to read:

"**76-3-609. Review procedure for minor subdivisions -- determination of sufficiency of application -- governing body to adopt regulations.** (1) Except as provided in subsections (6) through (8), ~~Minor~~ minor subdivisions must be reviewed as provided in this section and subject to the applicable local regulations adopted pursuant to 76-3-504.

(2) If the tract of record proposed to be subdivided has not been subdivided or created by a subdivision under this chapter or has not resulted from a tract of record that has had more than five parcels created from that tract of record under 76-3-201 or 76-3-207 since July 1, 1973, then the proposed subdivision is a first minor subdivision from a tract of record and, when legal and physical access to all lots is provided, must be reviewed as follows:

(a) Except as provided in subsection (2)(b), the governing body shall approve, conditionally approve, or deny the first minor subdivision from a tract of record within 35 working days of a determination by the reviewing agent or agency that the application contains required elements and sufficient information for review. The determination and notification to the subdivider must be made in the same manner as is provided in 76-3-604(1) through (3).

(b) The subdivider and the reviewing agent or agency may agree to an extension or suspension of the review period, not to exceed 1 year.

(c) Except as provided in subsection (2)(d)(ii), an application must include a summary of the probable impacts of the proposed subdivision based on the criteria described in 76-3-608(3).

(d) The following requirements do not apply to the first minor subdivision from a tract of record as provided in subsection (2):

(i) the requirement to prepare an environmental assessment; and

(ii) the requirement to review the subdivision for the criteria contained in 76-3-608(3)(a) if the minor subdivision is proposed in the portion of a jurisdictional area that has adopted zoning regulations that address the criteria in 76-3-608(3)(a).

(e) The governing body or its authorized agent or agency may not hold a public hearing or a subsequent public hearing under 76-3-615 for a first minor subdivision from a tract of record as described in subsection (2).

(f) The governing body may adopt regulations that establish requirements for the expedited review of the first minor subdivision from a tract of record. The following apply to a proposed subdivision reviewed under the regulations:

(i) except as provided in subsection (2)(d), the provisions of 76-3-608(3); and

(ii) the provisions of Title 76, chapter 4, part 1, whenever approval is required by those provisions.

(3) Except as provided in 76-3-616 and subsection (4) of this section, any minor subdivision that is not a first minor subdivision from a tract of record, as provided in subsection (2), is a subsequent minor subdivision and must be reviewed as provided in 76-3-601 through 76-3-605, 76-3-608, 76-3-610 through 76-3-614, and 76-3-620.

(4) The governing body may adopt subdivision regulations that establish requirements for review of subsequent minor subdivisions that meet or exceed the requirements that apply to the first minor subdivision, as provided in subsection (2) and this chapter.

(5) (a) Review and approval, conditional approval, or denial of a subdivision under this chapter may occur only under those regulations in effect at the time that a subdivision application is determined to contain sufficient information for review as provided in subsection (2).

(b) If regulations change during the period that the application is reviewed for required elements and sufficient information, the determination of whether the application contains the required elements and

sufficient information must be based on the new regulations.

(6) First and subsequent minor subdivisions must be reviewed using the administrative process provided for in subsection (7) if the proposed subdivision:

(a) is located in an area that is subject to and complies with zoning regulations adopted pursuant to Title 76, chapter 2, part 2 or 3, that, at a minimum, address development intensity through densities, bulk and dimensional requirements, and use standards;

(b) has a will-serve letter from a municipal water and sewer service or by a county water and/or sewer district created under 7-13-2203 that supplies both water and sewer services;

(c) has existing legal and physical access to each lot; and

(d) does not require a variance to any of the contents of the subdivision regulations required in 76-3-504(1)(g).

(7) An administrative minor subdivision meeting the requirements of subsection (6) is exempt from:

(a) submitting the summary of probable impacts based on criteria described in 76-3-608(3) and the environmental assessment required in 76-3-603;

(b) the review criteria described in 76-3-608(3)(a); and

(c) the requirements of subsections (2) through (5) of this section.

(8) (a) For administrative minor subdivisions, the subdivision administrator appointed by the governing body shall:

(i) assume all decision-making authority of the governing body provided in 76-3-608;

(ii) approve, conditionally approve, or deny an administrative minor subdivision and issue a written statement pursuant to 76-3-620 within 30 working days of a determination by the reviewing agent or agency that the application contains required elements and sufficient information for review as provided in 76-3-604(1) through (3); and

(iii) immediately on a determination that the application meets the requirements of 76-3-604(1) through (3), notify by first-class mail of the pending application:

(A) each property owner of record whose property is immediately adjoining the land included in the preliminary plat; and

(B) each purchaser under contract for deed of property immediately adjoining the land included in

the preliminary plat.

(b) If a party identified in 76-3-625(3) objects to a subdivision administrator's decision to approve, conditionally approve, or deny an administrative minor subdivision, the party may request in writing that the subdivision administrator forward the application on to the governing body. The governing body shall sustain the subdivision administrator's decision based on the record as a whole unless the decision was arbitrary, capricious, or unlawful. The governing body has 15 working days from the receipt of the request to review a decision to approve, conditionally approve, or deny the administrative minor subdivision and make a final determination.

(9) As used in this section, "administrative minor subdivision" means a subdivision meeting the requirements of subsection (6). All the requirements of Title 76, chapter 3, except those exempt in subsections (7) and (8), apply to an administrative minor subdivision."

- END -

I hereby certify that the within bill,

SB 170, originated in the Senate.

_____

Secretary of the Senate

_____

President of the Senate

Signed this _____day

of_____, 2023.

_____

Speaker of the House

Signed this _____day
of_____, 2023.

SENATE BILL NO. 170

INTRODUCED BY F. MANDEVILLE

AN ACT PROVIDING AN ALTERNATIVE ADMINISTRATIVE PROCESS FOR CERTAIN MINOR SUBDIVISIONS; PROVIDING CRITERIA AND EXEMPTIONS FOR CERTAIN MINOR SUBDIVISIONS; GRANTING A SUBDIVISION ADMINISTRATOR DECISION-MAKING AUTHORITY; PROVIDING A PROCESS FOR APPEAL; PROVIDING A DEFINITION; AND AMENDING SECTION 76-3-609, MCA.

AN ACT REVISING EXEMPTION LAW FOR CERTAIN CONDOMINIUMS AND TOWNHOUSES; AMENDING SECTION 76-3-203, MCA; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

Section 1. Section 76-3-203, MCA, is amended to read:

"**76-3-203. Exemption for certain condominiums and townhouses.** (1) Condominiums, townhomes, townhouses, or conversions, as those terms are defined in 70-23-102, constructed on land subdivided in compliance with parts 5 and 6 of this chapter or on lots within incorporated cities and towns are exempt from the provisions of this chapter if:

~~(1)~~(a) the approval of the original subdivision of land expressly contemplated the construction of the condominiums, townhomes, or townhouses and any applicable park dedication requirements in 76-3-621 are complied with; or

~~(2)~~(b) the condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations pertaining to land use, density, bulk and dimensional requirements, landscaping, and parking requirements when local zoning regulations are in effect.

(2) A determination whether the condominium, townhome, townhouse, or conversion proposal is exempt from the provisions of this chapter must be made by the governing body or the agent or agency designated by the governing body within 20 working days of the receipt of an application containing all materials and information required by the governing body to complete the determination.

(3) The governing body may not enact regulations prohibiting the townhome form of ownership or impose conditions on a determination that the condominium, townhome, townhouse, or conversion proposal is exempt from the provisions of this chapter, and may not require the condominium, townhome, townhouse, or conversion proposal to undergo a conditional use permit or other quasi-judicial governmental review process

pursuant to regulations adopted pursuant to Title 76, chapter 2, as a prerequisite to determining eligibility for an exemption from the provisions of this chapter."

Section 2. Effective date. [This act] is effective on passage and approval.

- END -

I hereby certify that the within bill,

SB 331, originated in the Senate.

_____

Secretary of the Senate

_____

President of the Senate

Signed this _____day

of_____, 2023.

_____

Speaker of the House

Signed this _____day
of_____, 2023.

SENATE BILL NO. 331

INTRODUCED BY G. HERTZ

AN ACT REVISING EXEMPTION LAW FOR CERTAIN CONDOMINIUMS AND TOWNHOUSES; AMENDING SECTION 76-3-203, MCA; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

- Urban farming is becoming a sustainable practice for homeowners. Ensure existing language is adequate for homeowners to become more sustainable (sec 30.53).
- Remove the maximum buffer (sec 30.59 D 3 a) to allow for larger buffer if warranted.
- Ensure alignment with Dark Sky lighting standards and City Code of Ordinance Chapter 18 - Night Sky Protection Act (sec 30.59 E).
- Evaluate role of Building Official and Zoning Coordinator as each pertains to the enforcement and administration of the zoning ordinance (sec 30.80).
- Ensure all fees are included and cover staff and City resource costs to process each application (sec 30.93).

Subdivision Regulations

A. Recommendations:

- Carefully evaluate transportation impacts of greenfield development as part of the development review process. (general)
- Require sidewalks, and trail connections where possible, with new subdivisions. (general)
- Create Public Works Infrastructure Design Standards to incorporate into the Subdivision Regulations. (general)
- Explore requiring boulevard tree plantings with all subdivisions. (general)
- Explore watercourse and wetland setbacks. (general)
- Require a flood study if proposed development is to be located within a 100-year floodplain. (general)
- Investigate updating subdivision regulations to consider lifetime cost to the taxpayer, tax revenue projections, greenhouse gas emissions, water use reduction, solid waste reduction, reuse of current resources, and coordination of project work to reduce disruption and waste. (general)
- Update regulations to add language from the Subdivision and Platting Act. (general)
- Include definitions within document (page v).
- All definitions should be updated to meet the intent of the zoning code, subdivision regulations, recommendations of the Growth Policy and compliance with state, county, and local laws. (page v).
- Ensure references to MCA and MSPA are up to date (entire document).
- Procedure should be reviewed by staff and legal counsel to ensure proper administration of regulations (III-A, III-B, III-C, III-D, IV-A, IV-B, V).
- Consider removing professional land surveyor (VI-A-5) and have all plans certified by a professional engineer.
- Prohibit cul-de-sacs in subdivision development (VI-A-8 iii).
- Require gridded street networks that promote active transportation (VI-A-8 iii).
- Consider requiring a tree preservation ordinance to regulate the preservation of desirable trees (VI-A-8 b v).
- Street light electric bill should be the responsibility of the homeowner's association (VI-A-8 b vi).
- An engineer should review Table 1 to consider reducing the impact streets have on water runoff and other environmental and fiscal considerations (VI-A-8 b Table 1).
- Table 1 should be updated to meet more modern street sections and give sections for different types of street (arterial, collector, local). (VI-A-8 b Table 1)
- Explore working with Public Works Department to create city-wide transportation standards for all development. (general)
- The City should strengthen the drainage facilities requirements (VI-A-9). This is often a source of water pollution both during and after construction of the development.
- Evaluate utilizing underground stormwater drainage systems rather than allowing surface gutters along curbs and through intersections for new developments. (general)
- Often developers choose to pay the City for park land dedication. The City often loses green space and other scenic views. Consider requiring park land dedication first and payment in-lieu-of park land as a second option approved by City Commission (VI-A-16).

- Consider adopting a ridgeline or viewshed ordinance. (general)
- Communities often shy away from mobile homes. Review to make sure this is acceptable to the City Commission (VII).
- Ensure all fees are included and cover staff and City resource costs to process each application (X-A).
- The City should strengthen the variance section found in X-B-3. This seems simple for an often-complex issue.
- Add language on evaluation of subdivisions as proposed below.

B. Evaluation of Subdivision

The City of Livingston has adopted subdivision regulations in accordance with state law and in accordance with the growth Policy. The objectives of subdivision regulations are met through the subdivision review process. subdivisions are proposed as either minor (5 or fewer lots) or major subdivisions (6 or more lots). the state also allows land division to occur through exemptions to subdivision in accordance with MCA 76-3, Part 2 Miscellaneous exemptions.

A subdivision proposal must undergo review for several primary criteria except when the City Commission has established an exemption. The potential exemptions statutorily set forth by cross reference in subsection 76-3-608(3) MCA are:

- (1) 76-3-608(6) MCA;
- (2) 76-3-509 MCA - local option cluster development regulations and exemptions authorized;
- (3) 76-3-609(2) MCA - review procedure for minor subdivisions-determination of sufficiency of application-governing body to adopt regulations;
- (4) 76-3-609(4) MCA - review procedure for minor subdivisions determination of sufficiency of application governing body to adopt regulations; and,
- (5) 76-3-616 MCA - exemptions for certain subdivisions.

When a subdivision is proposed that is not utilizing the above referenced exemptions the City Commission reviews a preliminary plat to determine whether it conforms to the subdivision regulations, including review for impact on agriculture, agricultural water user facilities, local services, the natural environment, wildlife, wildlife habitat, and public health and safety. The primary review criteria are defined below.

Table 11.1: Review Criteria Definitions

Term	Definition
Agriculture	Agriculture is defined as the use of the land for growing, raising, or marketing of plants or animals to produce food, feed, and fiber commodities. Examples of agricultural activities include, but are not limited to, cultivation and tillage of the soil; dairying; growing and harvesting of agricultural or horticultural commodities; and the raising of livestock, bees, fur-bearing animals, or poultry. Agriculture does not include gardening for personal use, keeping of house pets, kenneling, or landscaping for aesthetic purposes. Agricultural land includes land used for agriculture or having a soil type defined by the Natural Resources Conservation service as having agricultural importance, including prime farmland, farmland of statewide importance, and farmland of local importance.
Agricultural Water User Facilities	Agricultural water user facilities are defined as those facilities that provide water for irrigation or stock watering to agricultural lands for the production of agricultural products. these facilities include, but are not limited to, ditches, head gates, pipes, and other water conveying facilities.
Local Services	Local services are defined as any and all services that local governments, public or private utilities are authorized to provide for the benefit of its citizens including but not limited to law enforcement, fire, emergency, water, wastewater, solid waste, and public health services, as well as schools busing and roads.

Natural Environment	The natural environment is defined as the physical conditions that exist within a given area, including land, air, water, mineral, flora, fauna, sound, light, and objects of historic and aesthetic significance.
Wildlife	Wildlife is defined as animals that are not domesticated or tame.
Wildlife Habitat	Wildlife habitat is defined as a place or area where wildlife naturally lives or travels.
Public Health and Safety	Public health and safety is defined as the prevailing healthful, sanitary condition of wellbeing for the community at large. The governing body may require the sub-divider to design the subdivision to reasonably minimize potentially significant adverse impacts identified through the evaluation of a subdivision proposal against the primary review criteria. when requiring mitigation, a governing body may not unreasonably restrict a landowner's ability to develop land, but it is recognized that in some instances the unmitigated impacts of a proposed development may be unacceptable and will preclude approval of the subdivision (MCA 76-3-608 (5)).

Review Criteria

Impacts to agriculture, agricultural water user facilities, local services, the natural environment, wildlife, wildlife habitat, and public health and safety will be evaluated based on a consideration of the types of factors listed below. This list is illustrative and not all-inclusive. All of the factors may not apply to all subdivisions. Because the presence and value of resources varies across the City, neighborhood plans may include other or more specific evaluation factors.

Evaluation of subdivision proposals against these criteria requires an assessment of how the public interest is best served. the relative value of each criterion and the significance of potential impacts to it will be weighed in the context of goals and objectives as expressed in the Growth Policy.

Table 11.2: Review Criteria

Term	Definition
Agriculture	▸ Agricultural soils defined as having prime, statewide, or local importance by the Natural Resources Conservation service ▸ Agricultural productivity ▸ Agricultural land use
Agricultural Water User Facilities	▸ Access for maintenance, including physical access or easements ▸ Water movement such as bridges, culverts, or crossings ▸ Availability of water for agricultural water users
Local Services	▸ Levels of services ▸ Proximity of services ▸ Cost of services ▸ Timing of services in relation to development
Natural Environment	▸ Riparian or wetland areas ▸ Vegetation cover or type ▸ Infestation of noxious weeds ▸ Unique or significant habitats ▸ Surface water quality ▸ Groundwater sources ▸ Stream bank stability ▸ Potential for bank erosion ▸ Open space/scenic resources ▸ Objects of historic or cultural significance ▸ (see also wildlife, wildlife Habitat, and Public Health and safety)

Term	Definition
Wildlife	▸ Species protected by the endangered species Act or of special interest or concern to the state of Montana (direct or indirect impacts) ▸ Potential for human/wildlife conflicts
Wildlife Habitat	▸ Wildlife habitat, including nesting sites, winter range, travel corridors, and forage ▸ Water quantity or quality for fish ▸ Nearby conservation easements or designated critical habitat
Public Health and Safety	▸ Flooding hazards for the subject or adjacent properties ▸ Potential for high groundwater ▸ Presence of geologic hazards, such as seismic zones, swelling soils, subsidence, improper drainage, steep slopes, adverse geological formations or topography, potential for snow avalanches, rock falls, or land slides ▸ Air quality ▸ drinking water quality ▸ Potential for toxic or hazardous waste exposure ▸ Presence of high voltage power lines ▸ Presence of high-pressure gas lines ▸ Air or vehicular traffic hazards or congestion ▸ Provision of emergency services, including access and response time ▸ Residential development in wildland Urban Interface areas (fire prone areas) ▸ High potential for wildfire ▸ Other features which will be harmful to the health, safety, and/or welfare of the present or future inhabitants of the subdivision or its environs ▸ Open space and parks ▸ Active transportation ▸ Orderliness of pattern and pace of development ▸ Compatibility of development with built and natural environment ▸ Contribution to goals for housing, infrastructure, economic development, and resource conservation ▸ Preservation of community character

Approval Process

Public hearings are held by the governing body. Public hearings for subdivisions are conducted in accordance with all applicable statutory requirements and procedures outlined in the *City of Livingston Subdivision Regulations*. The basis for the governing body's decision to approve, conditionally approve, or deny a subdivision is whether the subdivision application, preliminary plat, applicable environmental assessment, public hearing, Planning Board recommendations, or additional information demonstrates that development of the subdivision meets the requirements of state law and local regulation (MCA 76-3-608).

Denial or a conditional approval of a subdivision cannot be based solely on conformance with the Growth Policy. Additionally, a governing body may not deny approval of a proposed subdivision based solely on the subdivision's impact on educational services or based solely on parcels within the subdivision having been designated as wildland urban interface parcels.