



# Livingston City Commission Agenda

April 20, 2021

5:30 PM

City – County Complex, Community Room

VIA Zoom

<http://us02web.zoom.us>

MEETING ID: 881 7142 6665 **PASSCODE: 067179** CALL IN: (669) 900-6833

1. Call to Order

2. Roll Call

3. Public Comment

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

4. Consent Items

- A. APPROVE MINUTES FROM APRIL 6, 2021 REGULAR MEETING. PG.4**
- B. RATIFY CLAIMS PAID 04/01/2021-04/15/2021. PG.7**
- C. APPROVE LINDIE GIBSON'S APPLICATION FOR VACANCY ON THE HISTORIC PRESERVATION COMMITTEE, TO SERVE A (3) THREE-YEAR TERM. PG. 14**
- D. APPROVE TYLER ERICKSON'S APPLICATION TO SERVE ON THE LIVINGSTON BUSINESS IMPROVEMENT DISTRICT, TO SERVE ANOTHER FOUR (4) YEAR TERM. PG.17**

5. Proclamations

6. Scheduled Public Comment

7. Public Hearings

- A. ORDINANCE NO. 3005: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE LIVINGSTON MUNICIPAL CODE, TO MODIFY ANY AND ALL MASCULINE AND/OR FEMININE LANGUAGE TO GENDER NEUTRAL PRONOUNS. PG. 20**
- B. RESOLUTION NO. 4948: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS CONTIGUOUS TO THE CITY OF LIVINGSTON AND INCLUDE THE PROPERTY BETWEEN NORTH O STREET AND THE RIVER TO INCLUDE KPRK RADIO STATION. PG. 45**

8. Ordinances

- A. ORDINANCE NO. 3006: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, REQUIRING ALL BUILDINGS TO COMPLY WITH THE BUILDING CODES AND AMENDING ORDINANCE NO. 2085 AS CODIFIED BY CHAPTER 6 OF THE LIVINGSTON MUNICIPAL CODE, BY ADOPTING BY REFERENCE THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AND DELETING SECTION 6-55 OF THE LIVINGSTON MUNICIPAL CODE. PG. 63**

9. Resolutions

- A. RESOLUTION NO. 4958: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A SUB-RECIPIENT AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT REVOLVING LOAN FUND WITH THE PARK COUNTY MSU EXTENSION OFFICE. PG. 74**

10. Action Items

- A. DISCUSS/APPROVE/DENY: PROPOSAL FROM MSU EXTENSION TO ADD AN ECONOMIC DEVELOPMENT AGENT TO RESPOND TO THE COMMUNITY BUSINESS NEEDS CREATED BY COVID-19. PG. 85**
- B. DISCUSS/APPROVE/DENY: PER FUNDING FOR THE YELLOWSTONE RIVER PEDESTRIAN BRIDGE. PG. 88**
- C. DISCUSS/APPROVE/DENY: REQUEST FOR FUNDING FROM EDUCATIO, INDEPENDENT SCHOOL; FOR LANDSCAPING PROJECT LOCATED AT HRDC'S COTTAGES ON RESERVOIR ST. PG.**

11. City Manager Comment

12. City Commission Comments

15. Adjournment

Calendar of Events

- May 2021 Calender PG. 94**

Supplemental Material

- RECRUITMENT ANNOUNCEMENTS/ PUBLIC NOTICES PG. 96**
- TREE CITY USA 2020 AWARD PG.100**

Notice

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

**File Attachments for Item:**

**A. APPROVE MINUTES FROM APRIL 6, 2021 REGULAR MEETING.**

LIVINGSTON CITY COMMISSION REGULAR MEETING MINUTES

Tuesday, April 6, 2021 5:30 p.m.

Zoom Online Meeting ID: 890 2093 1586

1 Call to Order

2 Roll Call

Commissioners in attendance: Chair Hoglund, Vice-Chair Schwarz, Friedman, Mabie and Nootz were present. Staff members present were Michael Kardoes, Faith Kinnick, Courtney Lawellin Mathieu Menard, and Shannon Holmes.

3 Public Comment: None

4 Consent Items: (00:01:52)

\* Chair Hoglund advised items G and H were being pulled from consideration. Kardoes elaborated.

A. Approve minutes from March 16, 2021, regular meeting.

B. Accept Judge's Monthly Report from February 2021.

C. Ratify claims paid 03/02/2021-03/31/2021

D. Approve American Legion's application for handicap parking space

E. Accept Ron Nemetz application for re-appointment to the Historic Preservation Commission to serve a (3) three-year term.

F. Approve Clay Bolt's application to Parks and Trails Committee to serve a (3) year-term.

~~G. Accept application to Livingston TBID Board of Trustees from Angela Zindler, representing the Super 8, to fill a vacancy occurring during an unexpired term, ending December 2024.~~

~~H. Accept application to Livingston TBID Board of Trustees from Carla Middlestader, representing the Travel Lodge, to fill a vacancy occurring during an unexpired term, ending December 2023.~~

\* Schwarz motioned to approve A-D, pulling E & F for discussion. Second by Friedman, All in Favor, passes 5-0.

\* Schwarz made comments on items E & F.

\* Hoglund made comments on items E & F.

\* Schwarz motioned to approve items E & F, second by Friedman

All in Favor, passes 5-0.

5 Proclamations:

6 Scheduled Public Comment:

7 Public Hearings: (00:04:47)

A. Ordinance No. 3003: An Ordinance of the City Commission of the City of Livingston, Montana, amending Article II, Article IV, and Article V, Chapter 30 of the Livingston Municipal Code entitled Zoning as it pertains to text amendments regarding Marijuana Production Facilities, Health and Excercise establishments, retail and Large-Scale Retail.

\* Kardoes gave opening statements

\* Mathieu Menard made comments (00:05:56)

\* No public comment

\* Hoglund made comment (00:07:33)

\* Nootz made comment (00:08:09)

\* Friedman made motion to approve, second by Mabie

\* All in favor, motion passes 5-0.

B. Ordinance No. 3004: An Ordinance of the City Commission of the City of Livingston, Montana, amending Ordiannce No. 1870 as codified by Chapter 2, Section 110 of the Livingston Municipal Code entitled Site Plan Review. (00:09:00)

\* Kardoes gave opening statements

\* Mathieu Menard made comments (00:10:03)

- \* No public comment
  - \* Nootz made comment (00:11:51)
  - \* Hogleund made comment (00:16:49)
  - \* Mabie made comment (00:17:12)
- Friedman made motion to approve, second by Mabie  
All in favor, passes 5-0.

**8 Ordinances**

**9 Resolutions (00:18:59)**

**A. Resolution No. 4955: A Resolution of the City of Livingston, Montana, authorizing the City Manager to sign a General Services Agreement with Western Municipal Construction, Inc. for construction of the 2021 5th Street Sewer Main Capacity Improvement Project, and authorizing the City Manager to execute the agreement to include the use of contingency funds as deemed necessary.**

- \* Kardoes gave opening statements
  - \* Shannon Holmes made comments (00:20:56)
  - \* Hogleund asked clarifying question (00:23:32)
  - \* Nootz made comment (00:25:10)
  - \* No public comments
- Schwarz made motion to approve, second by Friedman  
All in favor, passes 5-0.

**B. Resolution No. 4956: A Resolution of the City Commission of the City of Livingston, Montana, imposing a rate for collection and disposal of Green Waste in the amount of \$6.00 per month per residential customer per Green Waste Container, a \$3.00 per month administrative fee, and the implementation of the Green Can Program. (00:31:24)**

- \* Kardoes gave opening statements
  - \* Shannon Holmes made comments (00:33:22)
  - \* Schwarz asked Shannon clarifying question (00:36:43)
  - \* Jack Luther asked Shannon questions (00:37:33)
  - \* Hogleund asked Shannon clarifying questions (00:41:52)
  - \* Kardoes gave additional information (00:50:01)
  - \* Schwarz made comments (00:51:13)
  - \* Nootz made comments (00:54:13)
- Friedman made motion to approve, second by Schwarz  
All in favor, passes 5-0.

**B. Resolution No. 4957: A Resolution of the City Commission of the City of Livingston, Montana, authorizing the City Manager to sign a general services agreement with TD&H Engineering, Inc. for construction management services on the 2021 5th Street Sewer Main Improvements Project, and authorize the city manager to execute the agreement to include the use of any contingency funds as deemed necessary. (00:57:57)**

- \* Kardoes gave opening statements
- \* No public comments
- \* No Commission Comments
- \* Friedman made motion to approve, second by Mabie
- \* All in favor, passes 5-0.

**10 Action Items: None**

**11 City Manager Comments: (01:00:32)**

- \* Notified the Commission the new website will go live Tuesday, next week.
- \* Reminded Commission about Elected Officials Forum available in April.
- \* Notified the Commission Livingston was selected by the Arbor Day Foundation as a 2020 Tree City USA, release will be in the next packet.

**12 City Commission Comments: (01:03:00)**

- \* Nootz made comments
- \* Mabie made comments (01:10:41)
- \* Friedman made comments (01:12:59)
- \* Schwarz made comments (01:13:23)
- \* Hoglund made comments (01:14:25)

**13 Adjournment 6:49 p.m. (01:18:28)**

**File Attachments for Item:**

**B. RATIFY CLAIMS PAID 04/01/2021-04/15/2021.**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>AAA CLEANING, LLC</b>							
3727	AAA CLEANING, LLC	2021.3.31	cleaning	03/31/2021	1,240.00	1,240.00	04/13/2021
3727	AAA CLEANING, LLC	2021.3.31.1	cleaning bennett street	03/31/2021	500.00	500.00	04/13/2021
Total AAA CLEANING, LLC:					1,740.00	1,740.00	
<b>ALL SERVICE TIRE &amp; ALIGNMENT</b>							
22	ALL SERVICE TIRE & ALIGNME	61342	Oil Change	03/29/2021	65.00	65.00	04/06/2021
22	ALL SERVICE TIRE & ALIGNME	61342	BATTERY	03/29/2021	161.50	161.50	04/06/2021
Total ALL SERVICE TIRE & ALIGNMENT:					226.50	226.50	
<b>ALMIRA JOHANSSON</b>							
10002	ALMIRA JOHANSSON	2021.3.28	REIMBURSE	03/28/2021	83.72	83.72	04/13/2021
Total ALMIRA JOHANSSON:					83.72	83.72	
<b>BIOBOT ANALYTICS, INC</b>							
10001	BIOBOT ANALYTICS, INC	328B41F3-001	COVID 19 SAMPLING	04/02/2021	6,000.00	6,000.00	04/13/2021
Total BIOBOT ANALYTICS, INC:					6,000.00	6,000.00	
<b>BRUCE E. BECKER, P.C.</b>							
10000	BRUCE E. BECKER, P.C.	2021.4.1	Contracted service	04/01/2021	770.00	770.00	04/13/2021
Total BRUCE E. BECKER, P.C.:					770.00	770.00	
<b>BUDGET AUTO GLASS</b>							
89	BUDGET AUTO GLASS	21-1657	Windshield Replacem	03/08/2021	300.00	300.00	04/06/2021
89	BUDGET AUTO GLASS	21-1657	Windshield Replacem	03/08/2021	155.00	155.00	04/06/2021
Total BUDGET AUTO GLASS:					455.00	455.00	
<b>CALIBRE PRESS, LLC</b>							
73	CALIBRE PRESS, LLC	35668	Street Survival	04/02/2021	259.00	259.00	04/06/2021
Total CALIBRE PRESS, LLC:					259.00	259.00	
<b>CAROLINA SOFTWARE, Inc.</b>							
3326	CAROLINA SOFTWARE, Inc.	78971	SOFTWARE SUPPORT	04/01/2021	500.00	500.00	04/13/2021
Total CAROLINA SOFTWARE, Inc.:					500.00	500.00	
<b>CARQUEST AUTO PARTS</b>							
23	CARQUEST AUTO PARTS	2021.4.1	BALANCE FROM STATEMENT	04/01/2021	15.25	15.25	04/06/2021
Total CARQUEST AUTO PARTS:					15.25	15.25	
<b>CASELLE</b>							
3763	CASELLE	2021.5	2021.5 maintenance	04/06/2021	2,476.28	2,476.28	04/13/2021
3763	CASELLE	2021.5	2021.5 maintenance	04/06/2021	89.77	89.77	04/13/2021
3763	CASELLE	2021.5	2021.5 maintenance	04/06/2021	89.77	89.77	04/13/2021
3763	CASELLE	2021.5	2021.5 maintenance	04/06/2021	150.81	150.81	04/13/2021
3763	CASELLE	2021.5	2021.5 maintenance	04/06/2021	150.80	150.80	04/13/2021
3763	CASELLE	2021.5	2021.5 maintenance	04/06/2021	240.57	240.57	04/13/2021



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CASELLE:					3,198.00	3,198.00	
<b>CENTRON SERVICES</b>							
682	CENTRON SERVICES	2021.3.26	Utility Collections	03/26/2021	26.36	26.36	04/13/2021
682	CENTRON SERVICES	2021.3.26.1	Collections PARKING	03/26/2021	33.35	33.35	04/13/2021
Total CENTRON SERVICES:					59.71	59.71	
<b>COMDATA</b>							
2671	COMDATA	20352556	CG72T	04/01/2021	2,024.28	2,024.28	04/06/2021
2671	COMDATA	20352556	CG73p	04/01/2021	260.45	260.45	04/06/2021
2671	COMDATA	20352558	CG72P	04/01/2021	236.41	236.41	04/13/2021
2671	COMDATA	20352558	CG72R	04/01/2021	100.52	100.52	04/13/2021
2671	COMDATA	20352558	CG73C-PARKS	04/01/2021	408.82	408.82	04/13/2021
2671	COMDATA	20352558	CG73H	04/01/2021	49.28	49.28	04/13/2021
2671	COMDATA	20352558	CG73L SEWER	04/01/2021	445.72	445.72	04/13/2021
2671	COMDATA	20352558	CG73S-WATER	04/01/2021	541.21	541.21	04/13/2021
2671	COMDATA	20352558	CG74G-STREETS	04/01/2021	433.49	433.49	04/13/2021
Total COMDATA:					4,500.18	4,500.18	
<b>COMPUNET, INC.</b>							
3561	COMPUNET, INC.	168874	TOWER/RACK	04/08/2021	1,519.67	1,519.67	04/13/2021
3561	COMPUNET, INC.	168875	TOWER/RACK	04/08/2021	1,519.67	1,519.67	04/13/2021
Total COMPUNET, INC.:					3,039.34	3,039.34	
<b>DEQ-AIR QUALITY BUREAU</b>							
10002	DEQ-AIR QUALITY BUREAU	2021.4.14	OPEN BURNING PERMIT APP	04/14/2021	25.00	25.00	04/13/2021
Total DEQ-AIR QUALITY BUREAU:					25.00	25.00	
<b>FARSTAD OIL</b>							
3353	FARSTAD OIL	95043	Diesel 171G	03/31/2021	427.67	427.67	04/06/2021
Total FARSTAD OIL:					427.67	427.67	
<b>FERGUSON ENTERPRISES, INC.</b>							
2386	FERGUSON ENTERPRISES, IN	0773928	lf 5/8x3/4 iperl	04/01/2021	1,258.40	1,258.40	04/13/2021
Total FERGUSON ENTERPRISES, INC.:					1,258.40	1,258.40	
<b>FISHER SAND AND GRAVEL</b>							
2904	FISHER SAND AND GRAVEL	37387	CRUSHED ROCK	03/27/2021	355.61	355.61	04/13/2021
Total FISHER SAND AND GRAVEL:					355.61	355.61	
<b>GATEWAY OFFICE SUPPLY</b>							
54	GATEWAY OFFICE SUPPLY	50715	Office SupplieS-FINANCE	04/01/2021	23.00	23.00	04/06/2021
54	GATEWAY OFFICE SUPPLY	50717	Office SupplieS-POLICE	04/01/2021	13.25	13.25	04/06/2021
Total GATEWAY OFFICE SUPPLY:					36.25	36.25	
<b>GENERAL DISTRIBUTING COMPANY</b>							
1845	GENERAL DISTRIBUTING COM	0000981715	Oxygen	03/31/2021	29.14	29.14	04/06/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total GENERAL DISTRIBUTING COMPANY:					29.14	29.14	
<b>GRAINGER</b>							
528	GRAINGER	9849874335	CLNG PAD	03/26/2021	11.94	11.94	04/13/2021
528	GRAINGER	9850019838	BULK STORAGE RACK	03/26/2021	200.78	200.78	04/13/2021
528	GRAINGER	9856060190	BOLTLESS SHELVING	04/01/2021	267.18	267.18	04/13/2021
Total GRAINGER:					479.90	479.90	
<b>GREAT WEST ENGINEERING</b>							
10002	GREAT WEST ENGINEERING	23640	COL CO COMPOSTING FACILIT	03/30/2021	2,457.59	2,457.59	04/06/2021
10002	GREAT WEST ENGINEERING	23640	COL CO COMPOSTING FACILIT	03/30/2021	5,000.00	5,000.00	04/06/2021
Total GREAT WEST ENGINEERING:					7,457.59	7,457.59	
<b>HIGH COUNTRY WILDLIFE CONTROL</b>							
10002	HIGH COUNTRY WILDLIFE CON	2620	PEST CONTROL	03/24/2021	210.00	210.00	04/13/2021
Total HIGH COUNTRY WILDLIFE CONTROL:					210.00	210.00	
<b>INDUSTRIAL TOWEL</b>							
102	INDUSTRIAL TOWEL	584860	110 s B	03/12/2021	42.10	42.10	04/06/2021
102	INDUSTRIAL TOWEL	59686	110 s B	03/25/2021	36.90	36.90	04/06/2021
102	INDUSTRIAL TOWEL	60625	330 bennett	04/02/2021	45.50	45.50	04/13/2021
102	INDUSTRIAL TOWEL	61338	110 s B	04/09/2021	42.10	42.10	04/13/2021
Total INDUSTRIAL TOWEL:					166.60	166.60	
<b>INSTY-PRINTS</b>							
250	INSTY-PRINTS	10285	ABANDONED VEHICLE NOTICE	04/01/2021	133.90	133.90	04/06/2021
250	INSTY-PRINTS	10314	NOTICE OF RIGHTS	04/01/2021	168.75	168.75	04/06/2021
250	INSTY-PRINTS	10329	SELF INKING STAMP	04/06/2021	26.10	26.10	04/13/2021
250	INSTY-PRINTS	10343	postage spring flyer	04/08/2021	397.50	397.50	04/08/2021
250	INSTY-PRINTS	10343	postage spring flyer	04/08/2021	397.50	397.50	04/08/2021
250	INSTY-PRINTS	10343	postage spring flyer	04/08/2021	397.50	397.50	04/08/2021
250	INSTY-PRINTS	10343	postage spring flyer	04/08/2021	397.50	397.50	04/08/2021
Total INSTY-PRINTS:					1,918.75	1,918.75	
<b>IRRIGATION INNOVATIONS</b>							
10002	IRRIGATION INNOVATIONS	6278	snow removal	03/29/2021	1,455.00	1,455.00	04/13/2021
Total IRRIGATION INNOVATIONS:					1,455.00	1,455.00	
<b>J.B HUNT TRANSPORT INC</b>							
10002	J.B HUNT TRANSPORT INC	YA51529	VALVE	03/27/2021	254.77	254.77	04/13/2021
Total J.B HUNT TRANSPORT INC:					254.77	254.77	
<b>JESSIE NUNN</b>							
10002	JESSIE NUNN	04	HARVAT BLOCK AT 110 N MAIN	04/12/2021	750.00	750.00	04/13/2021
Total JESSIE NUNN:					750.00	750.00	
<b>KELLEY CONNECT</b>							
10001	KELLEY CONNECT	IN804264	CANON PRINTER	03/03/2021	101.63	101.63	04/13/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total KELLEY CONNECT:					101.63	101.63	
<b>KEN'S EQUIPMENT REPAIR, INC</b>							
1390	KEN'S EQUIPMENT REPAIR, IN	56811	410 L SERVICE	03/04/2021	993.35	993.35	04/13/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56812	G-2	03/09/2021	933.35	933.35	04/13/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56815	G2 Lights	03/05/2021	500.20	500.20	04/13/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56816	G1	03/04/2021	65.10	65.10	04/13/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56826	Grrader-reverse micro switch	03/08/2021	210.00	210.00	04/13/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56882	clutch	03/22/2021	2,058.55	2,058.55	04/13/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56887	replace pigtail	03/22/2021	40.40	40.40	04/13/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56908	G-1 water leak	03/25/2021	1,058.45	1,058.45	04/13/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56932	hose/fittings	03/30/2021	139.05	139.05	04/13/2021
Total KEN'S EQUIPMENT REPAIR, INC:					5,998.45	5,998.45	
<b>KIMBALL MIDWEST</b>							
2863	KIMBALL MIDWEST	8741408	Tools	03/23/2021	888.61	888.61	04/06/2021
Total KIMBALL MIDWEST:					888.61	888.61	
<b>LIVINGSTON FIRE SERVICE, INC</b>							
468	LIVINGSTON FIRE SERVICE, IN	AR001406	Ext RECHARGE	03/16/2021	95.00	95.00	04/06/2021
Total LIVINGSTON FIRE SERVICE, INC:					95.00	95.00	
<b>MATT'S BUTCHER SHOP AND DELI</b>							
10002	MATT'S BUTCHER SHOP AND D	168608	JUDY ROY CELEBRATION	04/01/2021	597.70	597.70	04/01/2021
Total MATT'S BUTCHER SHOP AND DELI:					597.70	597.70	
<b>MEYER ELECTRIC AND GROUNDS REPAIR, LLC</b>							
3812	MEYER ELECTRIC AND GROUN	610	Connectors	03/24/2021	1,836.12	1,836.12	04/13/2021
Total MEYER ELECTRIC AND GROUNDS REPAIR, LLC:					1,836.12	1,836.12	
<b>MIDWAY RENTAL, INC.</b>							
3040	MIDWAY RENTAL, INC.	1520733-0001	sandblaster	03/31/2021	91.80	91.80	04/13/2021
Total MIDWAY RENTAL, INC.:					91.80	91.80	
<b>MISC</b>							
99999	MISC	2021.3.31	Refund PAYMENT TK2020-0321	03/31/2021	10.00	10.00	04/06/2021
99999	MISC	2021.4.2	ReFUND OVERPAYMENT	04/02/2021	10.00	10.00	04/06/2021
99999	MISC	TK2020-0312	Bond Release - B. Lehrer	04/14/2021	1,355.00	1,355.00	04/14/2021
99999	MISC	TK2021-0077	Bond Release - R. Morrison	04/06/2021	820.00	820.00	04/12/2021
Total MISC:					2,195.00	2,195.00	
<b>MOBILE REPAIR &amp; WELDING, INC</b>							
10	MOBILE REPAIR & WELDING, IN	32000	hinges transfer station	03/24/2021	599.05	599.05	04/13/2021
Total MOBILE REPAIR & WELDING, INC:					599.05	599.05	
<b>MONTANA ASSOCIATION OF CHIEFS OF</b>							
952	MONTANA ASSOCIATION OF CH	2021.4	Annual dues - Johnson	04/01/2021	100.00	100.00	04/06/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MONTANA ASSOCIATION OF CHIEFS OF:					100.00	100.00	
<b>NORTHWESTERN ENERGY</b>							
151	NORTHWESTERN ENERGY	0708370-2	8th & Park Sprinklers	01/15/2019	6.31	6.31	04/13/2021
151	NORTHWESTERN ENERGY	0709877-5	200 E Reservoir (north side hill)	01/08/2019	635.39	635.39	04/13/2021
151	NORTHWESTERN ENERGY	0709880-9	200 River Drive - Pool	01/10/2019	93.10	93.10	04/13/2021
151	NORTHWESTERN ENERGY	0709881-7	229 River Drive - Civic Center	01/10/2019	1,872.77	1,872.77	04/13/2021
151	NORTHWESTERN ENERGY	0709882-5	229 River Drive - Pump Civic Cent	01/17/2019	13.27	13.27	04/13/2021
151	NORTHWESTERN ENERGY	0719271-9	601 Robin Lane - Well	01/09/2019	1,200.51	1,200.51	04/13/2021
151	NORTHWESTERN ENERGY	0719272-7	4 Billman Lane - Well	01/09/2019	1,092.16	1,092.16	04/13/2021
151	NORTHWESTERN ENERGY	0719358-4	Street Lights - Livingston	01/16/2019	3,787.08	3,787.08	04/13/2021
151	NORTHWESTERN ENERGY	0719373-3	229 River Drive	01/15/2019	11.10	11.10	04/13/2021
151	NORTHWESTERN ENERGY	0720113-0	229 River Drive - CC Building	01/10/2019	188.92	188.92	04/13/2021
151	NORTHWESTERN ENERGY	0720122-1	400 North M	01/15/2019	13.35	13.35	04/13/2021
151	NORTHWESTERN ENERGY	0802599-1	608 W Chinook	01/15/2019	48.22	48.22	04/13/2021
151	NORTHWESTERN ENERGY	0933715-5	710 W Callender	01/15/2019	46.54	46.54	04/13/2021
Total NORTHWESTERN ENERGY:					9,008.72	9,008.72	
<b>OUTHOUSE HEATING &amp; PLUMBING</b>							
3551	OUTHOUSE HEATING & PLUMBI	3390	220 E Park	03/27/2021	1,000.00	1,000.00	04/07/2021
Total OUTHOUSE HEATING & PLUMBING:					1,000.00	1,000.00	
<b>PARK COUNTY CLERK &amp; RECORDER</b>							
1553	PARK COUNTY CLERK & RECO	2021.4.1	Recording fee ord #4941	04/01/2021	21.00	21.00	04/06/2021
1553	PARK COUNTY CLERK & RECO	2021.4.1.1	Recording fee ord #4946	04/01/2021	14.00	14.00	04/06/2021
Total PARK COUNTY CLERK & RECORDER:					35.00	35.00	
<b>RIVERSIDE HARDWARE LLC</b>							
3659	RIVERSIDE HARDWARE LLC	131505	TOOLS	03/31/2021	75.05	75.05	04/06/2021
Total RIVERSIDE HARDWARE LLC:					75.05	75.05	
<b>SIRCHIE</b>							
738	SIRCHIE	0487662-IN	Evidence collection	03/25/2021	187.90	187.90	04/06/2021
Total SIRCHIE:					187.90	187.90	
<b>THOMSON REUTERS - WEST</b>							
2823	THOMSON REUTERS - WEST	844107006	Information Char	04/01/2021	309.57	309.57	04/13/2021
Total THOMSON REUTERS - WEST:					309.57	309.57	
<b>TOWN &amp; COUNTRY FOODS - LIVINGSTON</b>							
2595	TOWN & COUNTRY FOODS - LI	19	Training Supply	04/02/2021	23.74	23.74	04/06/2021
Total TOWN & COUNTRY FOODS - LIVINGSTON:					23.74	23.74	
<b>UTILITIES UNDERGROUND LOCATION</b>							
3472	UTILITIES UNDERGROUND LO	1035090	Excavation Notifica	03/31/2021	70.12	70.12	04/13/2021
3472	UTILITIES UNDERGROUND LO	1035090	Excavation Notifica	03/31/2021	70.13	70.13	04/13/2021
3472	UTILITIES UNDERGROUND LO	1035090	Excavation Notifica	03/31/2021	70.13	70.13	04/13/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total UTILITIES UNDERGROUND LOCATION:					210.38	210.38	
<b>WHISTLER TOWING, LLC</b>							
3237	WHISTLER TOWING, LLC	5479	REPLACED 2 BATTERIES	03/25/2021	531.78	531.78	04/06/2021
Total WHISTLER TOWING, LLC:					531.78	531.78	
<b>WISPWEST.NET</b>							
2087	WISPWEST.NET	633111	Internet	04/01/2021	50.12	50.12	04/06/2021
Total WISPWEST.NET:					50.12	50.12	
<b>WITMER PUBLIC SAFETY GROUP,INC.</b>							
2629	WITMER PUBLIC SAFETY GRO	E2063449	GEAR BAGS	03/31/2021	195.76	195.76	04/06/2021
Total WITMER PUBLIC SAFETY GROUP,INC.:					195.76	195.76	
Grand Totals:					59,802.76	59,802.76	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

**File Attachments for Item:**

**C. APPROVE LINDIE GIBSON'S APPLICATION FOR VACANCY ON THE HISTORIC PRESERVATION COMMITTEE, TO SERVE A (3) THREE-YEAR TERM.**

April 15, 2021

**MEMORANDUM**

**TO:** City of Livingston Board of City Commissioners

**FROM:** Mathieu Menard, City of Livingston Planning Department

**SUBJECT:** Appointment of Lindie Gibson to the Historic Preservation Commission

Currently, the Historic Preservation Commission (HPC) has one (1) open seat which has been vacant for several months. At this time, there were two applications for the open seat, Lindie Gibson and Jennifer Durban.

The Historic Preservation Commission held a public meeting on April 13, 2021, to make a recommendation on the applicant to appoint to the HPC in alignment with the adopted policies of the City of Livingston. At the April 13, 2021 meeting, HPC voted to recommend Lindie Gibson to fill the vacant seat.

RECEIVED  
MAR 31 2021

City of Livingston  
Application for Appointed Office  
(Revised 3/20/20)

Committee

Appointed Position Seeking: Historical Preservation

Date of Application: March 30 2021

Name: Lindie Gibson Signed: [Signature]

Address: 215 W Clark #103

Telephone: daytime 222 8120 after 5:00 p.m.: same

Fax Number: \_\_\_\_\_ e-mail address: Indieann@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: Livingston generation native Livingston

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

A. Occupation: retired small business owner

B. Education: H.S. grad

C. Experience: I have an understanding of our local history

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? yes - Opportunities Incorporated, Great Falls Chateau

7. Are you currently serving on any Community Boards? no

A. If yes, please describe those boards.

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? no

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? roll with them

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

Return completed applications to Faith Kinnick at [fkinnick@livingstonmontana.org](mailto:fkinnick@livingstonmontana.org) or drop off in person at the City/County Complex 414 E. Callender St.



**File Attachments for Item:**

**D. APPROVE TYLER ERICKSON'S APPLICATION TO SERVE ON THE LIVINGSTON BUSINESS IMPROVEMENT DISTRICT, TO SERVE ANOTHER FOUR (4) YEAR TERM.**

**From:** [Kristen Galbraith](#)  
**To:** [Faith Kinnick](#)  
**Subject:** LBID App  
**Date:** Tuesday, April 6, 2021 8:40:30 AM  
**Attachments:** [Tyler Erickson LBID 2021 Application.pdf](#)

---

Hi Faith - Lauren Silano has not sent her app to me yet but the board reviewed Tyler's app and motioned for his reinstatement as a board member for another four years - that is our recommendation to the City.

I will let you know if I get Lauren's app! And when we can approve it, if we get it for review.

Thanks!

--

Kristen

City of Livingston  
Application for Appointed Office  
(Revised 1/17/19)

Appointed Position Seeking: LBID Board position renewal

Date of Application: 2/18/21

Name: TYLER ERICKSON

Signed: [Signature]

Address: P.O. Box 2290 LIVINGSTON

Telephone: daytime 602-315-5033

after 5:00 p.m.: \_\_\_\_\_

Fax Number: \_\_\_\_\_

e-mail address: terichson@americabankmontana.com

1. Are you a resident of the City of Livingston? No

2. Are you a registered voter? No

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 Livingston! Home Town! Long time business owner in Livingston. Was amongst the founding board of the LBID, and would like to continue serving.

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

A. Occupation: Banker

B. Education: ASU Grad

C. Experience: I spend several days ~~at~~ a week in Livingston, am tuned into the happenings and would like the LBID to thrive and help our downtown.  
(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? Not exactly... LBID, Livingston Health care, American Bank Board (very much so)

7. Are you currently serving on any Community Boards? LBID, Depot Foundation

A. If yes, please describe those boards. \_\_\_\_\_

8. Current Employer? American Bank

9. Are you available for night meetings? Yes - it just depends on the week

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? No

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

Return completed applications to Lisa Harreld at the City/County Complex 414 E. Callender St.

**File Attachments for Item:**

**A. ORDINANCE NO. 3005: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE LIVINGSTON MUNICIPAL CODE, TO MODIFY ANY AND ALL MASCULINE AND/OR FEMININE LANGUAGE TO GENDER NEUTRAL PRONOUNS.**

**ORDINANCE NO. 3005**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE LIVINGSTON MUNICIPAL CODE, TO MODIFY ANY AND ALL MASCULINE AND/OR FEMININE LANGUAGE TO GENDER NEUTRAL PRONOUNS.**

**WHEREAS**, the Livingston Municipal Code contains mostly masculine pronouns; and

**WHEREAS**, all genders are created equal; and

**WHEREAS**, amending the Livingston Municipal Code to include gender-neutral pronouns by eliminating any gender preference language within the Livingston Municipal Code will promote equality;

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Livingston, Montana:

SECTION 1. The recitals and findings contained in the preamble to this ordinance are adopted by reference and incorporated as if fully set forth in this section.

SECTION 2. The pronouns throughout the Livingston Municipal Code are amended to promote gender-neutral pronouns.

SECTION 3. Subject to final approval by the City Attorney, the Municipal Code Corporation has authority to degenderize the Livingston Municipal Code and update pronouns when appropriate, which authority includes the updating of future ordinances, by making changes to the pronouns in accordance with the report attached hereto as Exhibit A.

SECTION 4. Any and all resolutions, ordinances and sections of the Livingston Municipal Code and parts thereof in conflict herewith are hereby repealed.

SECTION 5. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provision or application and, to this end, the provisions of this ordinance are declared to be severable.

SECTION 6. This ordinance does not affect the rights or duties that matured, penalties and assessments that were incurred or proceeding that began before the effective date of this ordinance.

SECTION 7. That this ordinance will become effective 30 days after the second reading and final adoption.

\*\*\*\*\*

**PASSED** by the City Commission of the City of Livingston, Montana, on first reading at regular session thereof held on the 16<sup>th</sup> day of March, 2021.

\_\_\_\_\_  
**DOREL HOGLUND, CHAIR**

**ATTEST:**

\_\_\_\_\_  
**FAITH KINNICK**  
**Recording Secretary**

\*\*\*\*\*

**PASSED, ADOPTED, APPROVED**, by the City Commission of the City of Livingston, Montana, on a second reading at regular session thereof held on the 20<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
**DOREL HOGLUND, CHAIR**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**FAITH KINNICK**  
**Recording Secretary**

\_\_\_\_\_  
**COURTNEY JO LAWELLIN**  
**City Attorney**

**PUBLIC NOTICE**

**NOTICE**, is hereby given that a public hearing will be conducted by the Livingston City Commission on Tuesday, April 20, 2021, during a second reading of **ORDINANCE NO. 3005: entitled AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING LIVINGSTON MUNICIPAL CODE TO MODIFY ANY MASCULINE AND FEMININE LANGUAGE TO GENDER NEUTRAL PRONOUNS.** This hearing will be conducted via Zoom. All interested persons are invited to attend and give their comments. To join this meeting, <http://us02web.zoom.us> Meeting ID: 895 5409 1690 Passcode: 688761 or call in at 1-669-900-6833.

Please publish March 26, 2021, and April 9, 2021.

Faith Kinnick  
March 16, 2021  
City of Livingston

## Gender Neutralization Report for the City of Livingston Code of Ordinances

Changing the term "he" to "they;"  
 Changing the term "she" to "they;"  
 Changing the term "his" to "their;"  
 Changing the term "her" to "their;"  
 Changing the term "him" to "them;"  
 Changing the term "himself" to "themselves;"  
 Changing the term "herself" to "themselves;"  
 Changing the term "policeman" to "police officer;"  
 Changing the term "policewoman" to "police officer;"  
 Changing the term "policemen" to "police officers;"  
 Changing the term "policewomen" to "police officers;"  
 Changing the term "fireman" to "firefighter;"  
 Changing the term "firemen" to "firefighters;"\*  
 Changing the term "man or woman" to "person;"  
 Changing the term "men and women" to "persons;"  
 Changing the term "chairman" to "chair;" and  
 Changing the term "vice chairman" to "vice chair."

\*Except in Section 11-60 which refers to the "Firemen's Relief Association".

Additional terms, such as: "workmanlike," "manmade" or "man-made," and "manhole" were found in review of the Code of Ordinances. Where they were identified, suggestions were made as to language that would more reasonably confer gender neutrality.

<i>Code Section</i>	<i>Text</i>	<i>Context Change (If Needed)</i>
2-1	On November 4, 1986, by Special Election the following plan of government was approved: Sec. Commission-Manager Form. The commission manager form (which may be called the council-manager form) consists of an elected Commission (which may be called the Council) and a Manager appointed by the Commission, who shall be the Chief Administrative Officer of the local government. The Manager shall be responsible to the Commission for the administration of all local government affairs in his charge by law, ordinance or resolution.	
2-1 D.2.	2. Perform the duties required of him by law, ordinance, or resolution;	
2-1 D.11.	11. Attend Commission meetings and may take part in the discussion, but he may not vote;	



2-1 E.	<p>1. Employees appointed by the Manager and his subordinates shall be administratively responsible to the Manager.</p> <p>2. Neither the Commission nor any of its members may dictate the appointment or removal of any employee whom the Manager or any of his subordinates are empowered to appoint.</p>	
2-1 F.	F. Appointment of Boards. All members of boards, other than temporary advisory committees established by the Manager, shall be appointed by the Chairman with the consent of the Commission.	
2-1 I.	I. Chairman of Commission. The Chairman of the Commission shall be elected by the members of the Commission from their own number for a term established by ordinance.	
2-3 title	Sec. 2-3. Chairman.	
2-3 A.	A. The Chairman of the City Commission shall be elected at the first meeting of each year for a term of one (1) year and shall be referred to as Chairman. The Chairman shall:	
2-3 A.4.	4. Shall perform ceremonial functions as Chairman of the City of Livingston;	
2-3 B., C.	<p>B. The Chairman will have no other executive or administrative duties, these being the responsibility of the City Manager.</p> <p>C. The Vice-Chairman shall be elected at the same time as Chairman and shall preside at City Council meetings in the absence of the Chairman.</p>	
Ch. 2, Art. II title	City Commission and Chairman	
2-13 E.	E. Special Meetings. Special meetings of the Commission may be called by the Chairman, two members of the Commission or the City Manager upon at least twelve (12) hours written notice which shall state the date, time, location and subject of the meeting and shall be personally served upon each member of the Commission or left at his or her usual place of residence; a copy of said notice shall also be posted on the official posting board and delivered to the media. Special meetings of the Commission are not the preferred manner of conducting City business. The business of a special meeting must be restricted to the object stated in notice.	
2-14	<p>A. General. Election, voting, absence and vacancy. The City Commission shall annually elect a chair and a vice chair at the first meeting in January to serve until the next chair and vice chair are elected. The chair and vice chair shall retain all the rights and responsibilities held as a member of the commission, including the right to vote. The chair, or in his/her absence the vice chair, shall be the presiding officer at meetings of the commission. In the absence of both the chair and vice chair, the Recording Secretary shall call the meeting to order, call for the roll and the commission members present shall then appoint an acting chair to preside over the meeting.</p> <p>B. Chairman. The presiding officer of the City Commission shall be the Chairman who shall</p>	

	<p>preserve strict order and decorum at all meetings of the Commission. The <b>chairman</b> shall assign each Commission member to a seat at the Commission table, as <b>he</b> or <b>she</b> may deem appropriate. The <b>Chairman</b> shall state, or cause to be stated, every motion coming before the Commission, announce the decision of the Commission on all subjects, and decide all questions of order, subject, however, to an appeal to the Commission at large, in which event a majority vote of the Commission shall govern and conclusively determine such question of order.</p> <p>C. Vice <b>Chairman</b>. In the <b>Chairman</b>'s absence or in the case of the <b>Chairman</b>'s inability to act, the Vice Chair shall be designated by the Commission to perform the duties of the <b>Chairman</b>.</p> <p>D. Recording Secretary. The Recording Secretary shall record the proceedings of the City Commission and prepare and maintain permanent minutes of the Commission proceedings and shall file and preserve the recordings of the meetings and preserve and maintain the minutes and records in the City Office, which minutes and records shall be a public record; and shall be the custodian of the files and records of the Commission.</p> <p>E. Sergeant at arms. The Chief of Police, or such other officer may be designated by the Commission, shall be the Sergeant at Arms who shall assist the <b>Chairman</b> in preserving strict order and decorum at all meetings and shall keep track of the time when the <b>chairman</b> has place time limits upon a speaker's presentation.</p>	
2-18	<p>All regular and special meetings of the City Commission, except executive sessions, shall be recorded and a copy of the recording shall be retained as the official record of the proceedings of the City Commission. In addition, summary minutes of all regular and special meetings of the City Commission shall be taken. The summary minutes must include at the minimum the date, time and place of the meeting, a list of the members of the City Commission in attendance, the substance of all matters proposed, discussed or decided and a record of all votes taken (7-5-4121 MCA). Summary minutes shall be approved by the Commission. It shall not be necessary to formally read the minutes aloud during the commission meeting prior to approval. Such minutes may be revised by the Recording Secretary to correct spelling, numbering, and other such non-substantive mistakes. Prior to approval, any Commission member may, through the <b>Chairman</b>, request the privilege of amending or correcting the minutes to accurately reflect the substance of the prior meeting. If objection is made by any Commission member to such amendment or correction, a majority vote of the Commission shall be necessary for adoption of the correction or amendment.</p>	
2-19 A.5.a., b.	<p>a. The Chair shall now invite discussion/debate of the motion by the body. Every member desiring to speak shall address the presiding officer, and upon recognition, shall confine</p>	

	<p><b>himself</b> to the question under debate, avoiding all personalities and indecorous language.</p> <p>b. A member, once recognized, shall not be interrupted when speaking unless it is to call <b>him</b> to order or as herein otherwise provided.</p> <p>i. If a member, while speaking is called to order, <b>he</b> shall cease speaking until the question of order is determined, and, if in order, <b>he</b> shall be permitted to proceed.</p>	
2-19 A.6.	6. The Chair shall invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input on the agenda item being considered. If numerous members of the public indicate a desire to speak to the subject, the Chair may limit the time of public speakers. To be recognized, each person desiring to give comment, testimony or evidence shall sit down at the table provided and after being recognized, give <b>his</b> or <b>her</b> name and address before testifying, commenting or presenting other evidence. All comments, testimony and evidence shall be directed to the presiding officer. No questions shall be asked of a Commission member except through the presiding officer. At the conclusion of the public comments, the Chair shall announce that public input has concluded (or the public hearing as the case may be is closed).	
2-19 B.5.b.	b. Second, a motion to reconsider can only be made by certain members of the body. Accordingly, a motion to reconsider can only be made by a member who voted in the majority on the original motion. If such a member has a change of heart, <b>he</b> or <b>she</b> can make the motion to reconsider (any other member of the body may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again. That would defeat the purpose of finality.	
2-22 A.1., 3.	<p>1. At the appropriate time on the agenda, the chair will invite the person(s) who has signed up to the table. Each person shall than be given the opportunity to make <b>his</b> or <b>her</b> presentation.</p> <p>3. Once a person has made <b>his</b> presentation, that person shall not speak on the same subject unless granted permission by the presiding officer and then only if the presentation provides new information not previously presented.</p>	
2-22 C.	The speaker should step to the front of the room, and sit at the table provided, provide the speaker's name and address on the signup <b>sheet</b> located at the table, and for the record, give <b>his/her</b> name and address and, if applicable, the person, firm or organization represented.	
2-100	The County of Park and City of Livingston Civil Defense Plan is hereby approved. This plan provides for an integrated City-County organization for civil defense and for operations during periods of emergency, and thereby constitutes the most effective and efficient means of meeting the civil defense needs of the City and its citizens, by making maximum use of the existing agencies and capabilities of local government within the County, supported by	

	volunteers and nongovernmental personnel and resources, to prevent or minimize loss of life and property that could be caused by enemy attack or other catastrophe or disaster affecting the City. The <b>Chairman</b> is authorized to approve such revisions of the civil defense plan as may be made, from time to time, if <b>he</b> deems the revisions to be reasonably necessary to meet the civil defense needs of the City and its citizens.	
2-101	The <b>Chairman</b> and the Board of County Commissioners shall, during periods of emergency caused by enemy attack or other catastrophe or disaster affecting the City, jointly direct and control the operations of the City-County organization for civil defense established in such civil defense plan. The <b>Chairman</b> is authorized and directed to take, during such periods of emergency, such actions as are reasonably necessary to prevent or minimize loss of life and property, in cooperation with the Board of County Commissioners and the Civil Defense Director of the County.	
2-102	The City Commission may appoint an "acting" officer to temporarily replace any officer who shall enter military service or emergency defense employment in the manner provided in this article. Acting officers so appointed shall be appointed for a period not to exceed the unexpired term of the officer whose duties <b>he</b> assumes, and such appointment shall be subject to the right of the officer to the restoration of <b>his</b> position.	
2-103 B.	If such position was that of an elective officer of the City such person shall be restored to such position, status and pay at anytime during the term for which <b>he</b> was elected.	
2-104	Any person who is restored to a position in accordance with the provisions of this section shall be considered as have been on leave of absence during the period of <b>his</b> absence, and shall be immediately restored without loss of seniority.	
2-110	The City shall require, when deemed necessary, changes, modifications or improvements in the proposed plans and drawings submitted for review in order to bring development projects into compliance with established City development standards and future needs. Applications for site plan review, containing adopted development standards, will be made on a form supplied by the City to which will be attached plans and drawings submitted by the developer or <b>his</b> agents which address the following issues:	
3-16	Upon suspension or revocation of any State license for the sale of any alcoholic beverage, the City license shall be automatically revoked or suspended. The City Commission may at any time recommend to the State that the license of any person be suspended or revoked, but the City Commission may not, unless the legislature specifically provides, undertake its own license suspension or revocation proceedings. The reason for the City Commission recommended action shall be set forth upon the minutes and in a letter signed by the City <b>Chairman</b> to the State Liquor Control Agency.	
4-41 D.	Any person who takes a dog to Miles Park, View Vista Drive, Mayor's Landing or onto any other City property or City right-of-way shall remove any dog feces deposited by said dog and dispose of said feces in a trash container. It is unlawful and punishable as a civil offense for any person to fail to remove and properly dispose of dog feces deposited by <b>his</b> or <b>her</b> dog in Miles Park, View Vista Drive, Mayor's Landing or any other City property or City right-	

	of-way.	
4-45	Any unlicensed dog or cat found at large which, in the discretion of the Animal Control Officer and/or a Veterinarian, is in a diseased condition constituting a health hazard to humans or any animal, or in a famished or injured condition, may be disposed of immediately in a humane manner by the Animal Control Officer, or in <b>his</b> absence, by a Police Officer.	
4-51	Whenever affidavit shall be made before the Animal Control Officer or the City Judge that a dog or the animal has bitten a person, the Animal Control Officer or Police Officer shall require the owner of such dog or other animal to surrender the same to the pound or a licensed veterinary hospital for quarantine. A copy of the affidavit may be served by the Animal Control Officer or any law enforcement officer upon the owner and, if the owner cannot be found at <b>his</b> place of residence, the copy may be served by leaving it with a person of suitable age and discretion at, or by placing it in a prominent place at the front door of, such residence. In the event that the owner is unknown, upon the making of such affidavit, the Dog Warden, or any law enforcement officer shall seize and impound such animal without notice.	
4-72 A., B.	A. Number, Tattoo or Microchip. The owner or keeper, at <b>his</b> or <b>her</b> own expense, shall have the licensing number assigned to such dog, or such other identification number as the City shall determine, either tattooed by a licensed Veterinarian on the dog's upper inner lip, inner thigh or elsewhere as directed by the Animal Control Officer or shall have the dog implanted with a microchip. For the purposes of this Section, "tattoo" shall be defined as any permanent numbering of a dog by means of indelible or permanent ink with the number designated by the Animal Control Officer. B. Display of Sign. The owner or keeper shall display a sign on <b>his</b> or <b>her</b> premises warning that there is a vicious and dangerous dog on the premises. Said sign shall be visible and capable of being read from the street or public highway in front of the premises. The sign shall be supplied by the City of Livingston.	
4-72 F.	F. Identification Photographs. All owners, keepers or harborers of a registered dog must, within ten (10) days of the effective date of the ordinance codified in this Chapter, provide to the Animal Control Officer, or <b>his</b> or <b>her</b> designee, two (2) color photographs of the registered animal clearly showing the color and approximate size of the animal.	
5-9	When any warrant, drawn upon the city is presented to the city for payment, and the same is not paid for want of funds, the city must endorse thereon, "Not paid for want of funds," annexing the date of presentation, and sign <b>his</b> name thereto; and from that time until such warrant is called for payment the warrant shall bear interest at the maximum rate allowed by state law.	
6-55 C.	The initial point of contact for a developer is the Committee's Recording Secretary. This person will have the Committee's fact sheet to distribute to developers when the initial contact is made. This fact sheet shall contain information on how the developer shall pursue <b>his</b> or <b>her</b> project and the interaction with the Development Review Committee. Communication between the developer and the Development Review Committee is to be in	

	<p>writing. The Development Review Committee will meet on the first and third Wednesdays of each month. A Chairperson shall be appointed by the City Manager and shall chair the meeting. The Chairperson shall prepare the agenda and arrange for meeting location, and Recording Secretary. The Chairperson may be rotated as determined by the City Manager. The Committee may consult with other City personnel and with other professionals providing City services as needed to provide necessary input.</p>	
7-4	<p>The chief of police shall be the chief executive officer of the police department and shall be responsible for the proper and efficient enforcement of all laws, ordinances and regulations under the jurisdiction of the police department. The chief of police is also charged with the maintenance and enforcement of rigid discipline and supervision of police work and conditions of the department. He shall exercise such authority thereunder as may be directed by the City Manager. He has the power to promulgate such orders to members of the department as he may deem proper and consistent with these rules and the laws of the state. It is the duty of members of the department to render to him and his orders implicit obedience when such orders are in conformity with the laws of the state and regulations of the department.</p>	
7-7	<p>It shall be the duty of all policemen to perform all duties required by the laws of the state, the ordinances of the City, the orders of superior officers, and the rules and regulations prescribed for the government, direction, management and discipline of the police force, and do all things necessary in the prevention and detection of crime in the City.</p>	
7-8	<p>Any policeman of the City is authorized to arrest any person within the City or within five (5) miles of the corporate limits of the City who is accused or charged with any crime or any offense against the laws of the state or the ordinances of the City; and also along the line of water supply to the City.</p>	
7-9	<p>Whenever any person in the City shall, in the presence of any City police officer, or peace officer of the state, violate any of the criminal ordinances of the City, such officer shall have the power, and it is made his duty, to immediately arrest such person so offending whether in the daytime or at night, without waiting for a warrant.</p> <p>Whenever any person violating any City ordinance, after being notified by any officer that he is so violating an ordinance, and to desist therefrom, shall fail or refuse to so desist, any such officer shall have the power, and it is made his duty to immediately arrest such person so offending, whether in the daytime or at night, without waiting for a warrant.</p>	
7-10	<p>Nothing herein shall be deemed to in any manner abridge any rights of any officer to arrest any person without a warrant for any public offense committed in his presence, whether by day or night.</p>	
7-12	<p>Any person who shall, without the consent of the Chief of Police or other officer in charge of the City jail, give, supply, carry or send to any prisoner confined in the jail any intoxicating liquor, or any article whatsoever, shall be guilty of a misdemeanor. Nothing herein contained shall be construed to prevent the prosecution under any law of the state of any person who</p>	

	willfully assists any prisoner to escape, or who brings or causes to be brought into the jail anything useful in aiding a prisoner to make <b>his</b> escape.	
7-31	Sec. 7-31. Compensation of disabled and retired <b>policemen</b> .  The compensation to be paid to disabled and retired <b>policemen</b> shall be as provided by the laws of the state.	
8-1 A.	1. The City Judge after receiving the certificate of election or appointment, shall, before entering upon the duties of <b>his</b> office, take the constitutional oath of office, which must be filed with the County Clerk.  2. Before the County Clerk may file the oath, the elected or appointed City Judge must satisfy the Clerk that <b>he</b> or <b>she</b> is certified as provided in Section 3-1-1502 or 3-1-1503, Montana Code Annotated.	
8-2	The Judge shall take an oath prior to entering office that the Judge will truly faithfully and fully perform the duties of the office of City Judge of the City pursuant to law and the ordinances of the City. The City Judge shall deliver over to <b>his</b> successor in office, or to any person authorized by law to receive the same, all books, papers, records and other things pertaining to the office, which belong to the City.	
9-8	It shall be the duty of every person operating or driving any vehicle on the street of the City, and coming in contact with any pedestrian, vehicle or other object on such street, to stop and render such aid and assistance as may be required, and in case of injury to any person or damage to any vehicle or property or any occupant, thereof, to furnish the driver of the other vehicle, or any occupant of such vehicle, or any witness to the accident, or in case of an injured pedestrian, to such pedestrian or witness, the license number of <b>his</b> vehicle, the true name and address of owner, and the name and address and license number of the driver, and the name and address of each occupant of such vehicle and it shall likewise be the duty of any witness of any such accident to furnish to the driver or any occupant of such vehicle, or to any person concerned in such accident, upon request, <b>his</b> name, and address; and it shall be unlawful for either party to a collision whether resulting from a mistake of judgment or arising from accident to move away from the place of such collision without complying with this section.	
9-16	(a) The Chief of Police is empowered to designate routes for parades on the streets of the City, to police the same, and to adopt and enforce such measures as in <b>his</b> judgment are necessary to keep the streets to be traveled free from obstruction.	
9-21	No person while riding shall allow any part of <b>his</b> body to protrude beyond the limits of the vehicle.	
9-22	It shall be unlawful for any person to ride on any motor vehicle or any portion thereof not designed or intended for the use of passengers or to cling to any portion of a motor vehicle while in operation. This provision shall not apply to a person engaged in the necessary discharge of a duty, or to persons riding within truck bodies in space intended for	

	merchandise; provided, however, a person riding within a truck body shall not extend or permit any portion of his body to be extended beyond the limits of the truck body. No operator of a motor vehicle shall allow any persons to engage in conduct contrary to this section.	
9-23	It shall be unlawful for any person traveling upon any bicycle, motorcycle, coaster, sled, roller skates, or any toy vehicle to cling to or attach himself or his vehicle to any other moving vehicle upon any roadway. No operator of a motor vehicle shall allow any person to engage in conduct contrary to this section.	
9-159	"Levee" means the manmade earthwork structure constructed by the United States Army Corps of Engineers during the flood fight of the Yellowstone River in 1997, which is located adjacent to the Yellowstone River, extending from 10th Street to the easterly terminus of Miles Park at the fence demarcating the beginning of private property which is also the section line between Section Twenty-four, Township 2 South, Range 9 East and Section Nineteen, Township 2 South, Range 10 East, P.M.	
9-245	No person shall park his motor vehicle upon a parking area or lot owned by the City or County except in designated parking stalls which shall be denoted by white painted lines upon the parking surface. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).	
9-246 B.2.a.	It is a civil offense for any person. between the hours of eight (8) a.m. and five (5) p.m. on Monday through Friday, to park his or her vehicle in the City-County Complex designated two (2) hour parking zone in excess of two (2) hours per day on each and every day the parking restriction is in effect; the two (2) hour parking limitation is the total time allotment per day per vehicle thereby having the effect of preventing vehicles being moved to gain an additional two (2) hours of parking.	
9-254	A person commits the offense of unauthorized release of an immobilized vehicle if he purposely or knowingly removes or attempts to remove the immobilizing device (boot) from a vehicle before obtaining the vehicle's release from the Livingston Police Department. A person convicted of unauthorized release of an immobilized vehicle may be punished by a fine not to exceed Five Hundred Dollars (\$500.00) and/or imprisonment in the County Jail for a term not to exceed six (6) months. In addition, if damage is done to the boot, the Court may impose restitution for the repair or replacement of the boot.	
10-10	It is unlawful for any person to keep or maintain a house of ill fame, house of prostitution, bawdy house or house of like character, or any house, place or room resorted to by men and women for the purpose of prostitution or for immoral purposes or to allow the practice of prostitution therein.	
10-12 A.	A. It is unlawful for any person to appear in any public place in the state of nudity, or in any indecent or lewd dress, or to make an indecent exposure of his or her person or to make any obscene gesture to or about any other person publicly, or to invite or solicit any passerby to enter or patronize any gambling house, bawdy house, house of ill fame, or house of assignation, whether in person or by distributing handbills, cards or invitations.	



10-13	<p>"Exotic entertainer" means any person who appears in a sexually oriented business for any public or private showing of <b>his</b> or <b>her</b> body as permitted herein, whether employed by that business or not.</p> <p>"Nude or Nudity" means the uncovered public display of the human <b>male or female</b> genitals or anus. For purposes of this ordinance, a person is considered to be nude when a less than a fully opaque covering is worn over the genital area or anus, or the covering is so thin as to either allow the genitals or anus to be seen through the covering, or the covering is insufficient in size so as to allow the viewing of the genitals or anus or portions thereof, or allows the showing of the covered male genitals in a discernibly swollen conditions.</p>	Remove term, leave "human"
10-19	It is unlawful for any person to carry or bear concealed upon <b>his</b> person any dirk, dagger, numb-chuck, pistol, revolver or other deadly weapon. This section shall not apply to a <b>policeman</b> or person summoned to <b>his</b> aid nor to a revenue or other civil officer engaged in the discharge of <b>his</b> official duty, nor to the carrying of arms on one's own premises or place of business.	
10-20	It is unlawful for any person to attempt by means of any threat or violence to deter or prevent any <b>policeman</b> or other executive officer of the City from performing any duty imposed upon such officer by law, or knowingly to resist by the use of force or violence such officer in the performance of <b>his</b> duty.	
10-22	A person commits the offense of unauthorized entry upon swimming premises if <b>he</b> knowingly enters the swimming pool change house building, swimming pool, or swimming pool area enclosed by fence when the pool is not open to the public, when the person is not engaged in normal or regular duties as part of <b>his</b> employment with the City and when no authorization has been given by the City.	
10-23	It shall be unlawful for any person to obstruct or encumber any street, sidewalk or other public place of the City by idling, lounging in or about the same after being requested to move on by any <b>policemen</b> .	
10-24	It shall be unlawful for any person to deliver any address or lecture, or to make a speech, or to cause a crowd to gather for any of such purposes on any of the streets, avenues, alleys, sidewalks, or public places within the City, without first having obtained a written permit from the Mayor or City Council, for the use of the public place for that purpose. The Mayor and City Council may refuse to grant such permit whenever in <b>his or its</b> judgment such denial would be to the best interest of the public.	Change to <u>their</u>
11-6	Smoking or the carrying of a lighted pipe, cigar, cigarette or other form of smoking material in a theater is prohibited unless the premises of the theater has been inspected by the fire chief for fire hazards and <b>he</b> has granted permission in writing to the theater owner or manager for smoking on the premises.	
11-34	The Chief of the Fire Department shall have power to modify any of the provisions of the Fire Prevention Code adopted upon application in writing by the owner or lessee, or <b>his</b> duly authorized agent, when there are practical difficulties in the way of carrying out the strict	

	letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such modification when granted or allowed and the decision of the Chief of the Fire Department thereon shall be entered upon the records of the department and a signed copy shall be furnished the applicant.	
11-40q	The chief of the fire department shall have power to modify any of the provisions of the life safety code hereby adopted upon application in writing by the owner or lessee, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such modification when granted or allowed and the decision of the chief of the fire department thereon shall be entered upon the records of the department and a signed copy shall be furnished the applicant.	
11-50	The fire department of the city shall consist of a chief, an assistant chief, and such paid firemen as may be authorized by the city council, together with such volunteer firemen as may be organized under and by virtue of the laws of the state.	
11-52	The chief of the fire department shall: Be responsible for the discipline, good order and proper conduct of the officers and firemen constituting the department, and for the good condition of all equipment and apparatus belonging to and connected with the department; have the superintendence, and control of all buildings, equipment and apparatus used by the department; have such authority over the subordinate officers and firemen as is provided in the laws of the state and City ordinance.	
11-53	The chief of the fire department and in his absence the assistant chief shall have power during any fire, and while the fire department is engaged in putting out any fire or caring for property at any fire to order any place of business in the vicinity of such fire closed for such length of time as deemed necessary, and any person refusing to comply with such orders shall be punished as provided in Section 1-8.	
11-54	The chief of the fire department and in his absence the assistant chief shall have sole and absolute control and command over all other members of the department and all other persons present at fires, and the movement of all persons or property within the streets in the area threatened by fire. The fireman or officer of the department who first arrives at a fire shall be the officer in command until the chief or assistant chief of the fire department arrives.	
11-55	In the absence from active duty for any reason whatsoever of the fire chief of the city, the assistant fire chief shall perform the duties of the chief. There shall be paid to the assistant fire chief as salary and compensation, a sum equal in amount to the salary and compensation being paid to the fire chief at the time he ceases to engage in active service with the department. Such sum shall be paid monthly during the period in which he actually performs the duties of chief and until the return of the fire chief to active duty with the department. The compensation and salary to be paid, as hereinbefore provided shall be received by the assistant fire chief in lieu of the salary and compensation received from the city in payment of services as assistant fire chief, and shall be the sole salary and compensation to be	

	received by the assistant while performing the duties of fire chief. Upon the return of the fire chief to active service with the department the assistant fire chief shall thereupon receive only such compensation as may be provided by the ordinances of the city for the position of assistant fire chief.	
11-57	The city council shall adopt such rules and regulations as they may deem necessary for the guidance, discipline, operation and control of the officers and <b>firemen</b> of the fire department, and shall post a copy of such rules in a conspicuous place in the fire station.	
11-59	The chief of the fire department, the assistant chief and the <b>firemen</b> of the department shall each receive such salary as may from time to time be fixed by the city council; provided, however, the salary of any <b>fireman</b> in <b>his</b> probationary period shall be fixed by the city council at the time of the appointment of such <b>fireman</b> .	
11-62	Sec. 11-62. Same volunteer <b>fireman</b> defined.  A volunteer <b>fireman</b> is defined to be one of a group of persons associated together for the purpose of fighting fires, voluntarily within the city, and as a volunteer, performs such duties freely and of <b>his</b> own volition.	
11-71	"Power line emergency" means any City response where the fire department assists or stands by with <b>men</b> and equipment as a safety measure due to power lines.	
12-1 G.	"Guest room" means a room in a building occupied or which is intended and designed to be occupied, let or hired out to any person for living and sleeping purposes, and shall include one room apartments, housekeeping rooms, <b>bachelor's</b> cabins and other rooms of a like nature.	Remove <u>bachelor's</u>
12-1 K.	"Private collection" means collection by individuals or companies of refuse materials from private properties, pursuant to arrangements made directly between the owner or occupant of the premises and the collector, or where the owner or occupant removes <b>his</b> own refuse from such private properties. (Properties annexed into the City where the property owners are currently employing private collection are permitted to continue to employ this private collector for up to five (5) years following annexation.)	
12-31 A.	It shall be the duty of every owner/occupant as defined in this chapter to maintain the premises, equipment, containers, and disposal areas owned or used by <b>him</b> or under <b>his</b> supervision in compliance with all the requirements of this Chapter and all of the applicable provisions of this Code, and any violation thereof shall constitute a misdemeanor and shall be punishable under the general penalty of this Code.	
12-33	It shall be the duty of every owner/occupant as defined in this Chapter to keep the premises under <b>his</b> control, where refuse is stored pending collection, in a clean and sanitary condition at all times; and commensurate with good sanitary practice, to be responsible for general cleaning and maintenance of the City containers.	
12-44	Each person, building contractor, construction contractor, or subcontractor, engaged in the construction or repair or demolition of any building or structure or part thereof, shall remove and dispose of in an authorized manner from any street, alley, gutter, park, sidewalk curbing,	

	curb space, any public way or any premises not owned by him all waste matter or rubbish deposited thereon in connection with that portion of the repair, construction, or demolition work under <b>his</b> special or general supervision. Such refuse, waste matter and rubbish shall be cleaned up, removed, and disposed of in a sanitary manner within seven (7) days of the final cessation of work on such building or structure or part thereof as determined by the building inspector unless otherwise specifically authorized by the City Code Enforcement Officer.	
12-49	It is declared that it is in the interest of good health and sanitation that all premises in the City should receive sanitation service. No service exemption shall be made. Owner/occupants receiving private collection under a City license or permit shall be exempt from City collection charges unless such owner/occupant uses a City container in which case <b>he</b> shall be charged for so long as such use continues. Charges for refuse disposal shall be made against all lots wherein or whereon refuse accumulates or is likely to accumulate.	
12-67	The above commercial rate anticipates the dumping of containers only. A special services rate will be established each year to recover <b>man</b> and machine hours spent handling garbage outside of containers. These costs are to be billed monthly to each owner/occupant of a commercial establishment on the basis of additional time spent at the pickup site. No charges will be made for special services requiring less than three (3) minutes of the collection crew's time; provided, that the establishment uses acceptable refuse containers.	Change to <u>human</u>
12-104 F.	The fencing is to be maintained by the property owner or occupant in a neat <b>workmanlike</b> manner and shall be replaced when necessary.	Change to <u>skillful</u>
13-19 B.1.	1. Inspection. The Building Inspector or <b>his</b> authorized representative shall inspect and approve all water service work under this title. Notification shall be by the permittee when the work is ready for inspection. An inspection will be made by the end of the next working day. For two (2)-inch and smaller diameter pipes, all materials and installation shall conform to plumbing standards adopted by the State of Montana.	
13-19 C.	C. The water system development fee shall be in addition to all other permit and tapping fees and shall have no impact upon the current practice of charging customers for additional expenses the City incurs in making a new connection into the City's water main. This practice of charging the new customer for these incidental expenses of materials and <b>manpower</b> shall continue.	Change to <u>human power</u>
13-48 A.	All trailer house services shall be required to have meter <b>manholes</b> , located in boulevard areas. The City shall furnish proper <b>manholes</b> (wood, concrete, plastic, fiberglass or equal) and install same in its proper location. Costs for the <b>manhole</b> and all labor shall be charged to the property owner on new construction only. Retrofits by City shall be paid by City.	Change to <u>maintenance hole</u> or <u>maintenance holes</u>
13-49 A.	A. The City may replace any meter at such time as it may see fit and shall be the judge of the size and make of any meter installed. In case of a dispute as to the accuracy of a meter, the consumer, upon depositing the estimated cost of making a test, may demand that the meter be removed, and tested as to accuracy, in <b>his</b> presence. In case the meter is found to be registering correctly or in favor of the consumer, the cost of such testing and replacing of the	

	meter shall be borne by the consumer.	
13-65 B.	B. The City Manager is authorized and empowered, when in his opinion the amount of water being pumped reaches such volume that, unless restricted, the public health, safety and general welfare might be endangered, to establish the times and hours when City water may be used for irrigating, sprinkling or watering lawns and gardens, and may set and fix times when no water may be used for such purposes by giving notice through the City's official newspaper.	
14-6	The health officer, as secretary of the Board of Health shall keep accurate records in a book provided therefor of the proceedings of all meetings of the board. He shall have full powers of a policeman for the purpose of making an arrest for the violation of the state law, regulations of the state and City boards of health, and ordinances of the City in regard to matters of health. The members of the police department of the City shall assist the health officer and the Board of Health in enforcing all laws, regulations of the state and the City boards of health and ordinances in regard to matters of health within the City and within three (3) miles thereof. He shall keep an accurate record of all communicable diseases reported to him in accordance with the laws of the state and the regulations of the state Board of Health. He shall perform all duties required of him by the laws of the state and the ordinances of the City.	
14-13.2 B.	B. The application for connection shall set forth the location of the proposed line and connection. The capacity of the line and type of pipe shall be set forth. Any engineering studies shall be enumerated and the Public Works Director may request, if he desires, a copy of such study. The Public Works Director may also request that the method and plan of construction be set forth in more detail by way of maps and diagrams. Applicant must submit appropriate plans approved by the Department of Health and Environmental Science.	
14-16	Whenever any complaint is made to the police department or Board of Health of the creation or maintenance of a nuisance it shall be the duty of the Chief of Police or Health Officer to at once inspect the premises against which such complaint is made, and to instruct the owner, lessee, occupant, manager or agent in charge of the same as to what steps should be taken to abate the nuisance, and to give such owner, lessee, occupant, manager or agent a reasonable time within which to take the necessary steps in his opinion to abate the nuisance. If at the end of such time, or any extension thereof granted by such officer, the nuisance still continues, such officer shall immediately inspect the premises and if his instructions have not been complied with, he or any other person, may make complaint before the City Judge against the owner, occupant, lessee, manager or agent in charge of such premises, for maintaining a nuisance, and if upon trial it shall be shown to the satisfaction of the court trying the case that any means or method or device ordered for the abatement of such nuisance has not been employed, such nuisance shall be deemed unnecessary, and on conviction, the person found guilty of the same shall be punished as provided in Section 1-8 for each day during which such nuisance shall be allowed to continue.	
14-72	Whenever any contagious or infectious disease is reported to the City Board of Health or	

	when the board has reason to believe or suspect that any severe disease exists within the City, the health officer shall make a thorough investigation if necessary, and if any such disease is found to exist, the health officer shall take steps required by the laws of the state Board of Health or the ordinances of the City. If on investigation, the health officer is convinced that any of the infectious or contagious diseases exists or has recently existed at any place, <b>he</b> may quarantine such place until it has been fumigated in accordance with the laws of the state, the regulations of the state Board of Health, or the regulations of the City Board of Health.	
14-73	It shall be the duty of the City health officer to visit and examine all persons who may be reported to <b>him</b> as, or whom <b>he</b> may have reason to suppose to be suffering from cholera, yellow fever or smallpox, or severe cases of scarlet fever, typhoid fever, diphtheria, whooping cough, or any other contagious or infectious disease, except that when such report shall be made by a legal, qualified practicing physician it shall be regarded as conclusive.	
14-80 20.	"Public Works Director" shall mean the Public Works Director of the City of Livingston, or <b>his</b> authorized deputy, agent, or representative.	
14-84 H., I.	<p>H. When required by the Public Works Director, the owner of any property divided by a building sewer carrying industrial wastes shall install a suitable control <b>manhole</b> together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such <b>manhole</b>, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Public Works Director. The <b>manhole</b> shall be installed by the owner at <b>his</b> expense, and shall be maintained by <b>him</b> so as to be safe and accessible at all times.</p> <p>I. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in the Ordinance shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control <b>manhole</b> provided, or upon suitable samples taken at said control <b>manhole</b>. In the event that no special <b>manhole</b> has been required, the control <b>manhole</b> shall be considered to be the nearest downstream <b>manhole</b> in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb or property. (The particular analysis involved will determine whether a twenty-four (24) hour composite of all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty-four (24) hour composites of all outfalls whereas pH's are determined from periodic grab samples.)</p>	Change to <u>maintenance hole</u>
18-3	"Light trespass" means the shining of direct light from the property upon which the light source is situated onto other property, either public or private, i.e., a person standing upon <b>his</b> or <b>her</b> own property or upon public property who can see an unshielded artificial light	

	source upon the property on which the light source exists, experiences light trespass.	
21-4	No person carrying on such business shall fail or neglect to keep such register, or refuse to exhibit the same to the chief of police or any <b>policeman</b> , or any third person brought as a friend to redeem property pledged by another when requested so to do, or refuse to permit the chief of police or any <b>policeman</b> , or any third person brought by a pledger to redeem property pledged, to inspect any article purchased or received.	
23-2	There is hereby created and established an advisory board to the City Commission which will be known as the City Tree Board for the City of Livingston (Board) which shall consist of seven (7) members who are residents of this City or who live within two (2) miles thereof, who shall be appointed by the <b>Chairman</b> with the approval of the Commission. The members shall come from different interest groups including homeowners, tree professionals, street department, parks and recreation department, and City government.	
23-3	The term of the persons appointed by the <b>Chairman</b> to the Tree Board shall be three (3) years. In the event that a vacancy shall occur during the term of any member, his successor shall be appointed for the unexpired portion of the term.	
24-2	"Finance Officer" means the Head of the City's Finance Department, or <b>his</b> or <b>her</b> designated agent.	
24-7 E.3., 4.	<p>3. Decision. The Director shall render a written decision regarding the individual assessment and forward it to the City Commission within thirty (30) days of the date a complete application is submitted. The decision of the Director, or <b>his</b> or <b>her</b> duly designated agent, shall establish the impact fee for the project in question for a period of one (1) year from the date said decision becomes final.</p> <p>4. Conditions to be Met. The Director, or <b>his</b> or <b>her</b> duly designated agent, shall evaluate an application for individual assessment and may approve the same if the fee payer has shown by clear and convincing evidence that the established impact fee is inappropriate and that the following facts and conditions exist:</p>	
25-3	Each itinerant merchant, before conducting any business, as herein defined, within the city, shall make application to the City for a license, specifying in such application <b>his</b> name and residence, the number of days or the period of time <b>he</b> will be engaged in the city in the conduct of such business, the articles to be sold or offered for sale, and the manner of conducting said business, and shall pay the license fee.	
25-5	The provisions of this chapter shall not apply to regularly established places of business, or to bona fide merchants having regularly established places of business within the city, or to any regularly licensed auctioneer, or to any person distributing by sale or otherwise farm, orchard, vineyard or garden produce produced by <b>him</b> on owned or leased premises, provided such premises are located within one hundred fifty (150) miles of the city. In any prosecution under this chapter, or suit, or proceeding, to collect the license fee provided, it shall not be necessary for the city to plead or prove that such farm, orchard, vineyard or garden produce was not produced by such person on owned or leased premises, or that such	

	premises is not located within one hundred and fifty (150) miles from the city, such matter being hereby declared to be a matter of defense.	
26-84	It shall be the duty of the Chief of Police to promptly examine and inspect all such wires, and unless the same are securely strung, anchored and maintained so as not to be dangerous to life or property, <b>he</b> shall refuse to issue the permit required by this Section.	
26-86	If upon any inspection, the Chief of Police finds that any wires are strung or being maintained across any street, avenue or alley in such manner or condition as to be dangerous to life or property, <b>he</b> shall give notice in writing to the person owning or controlling such wire, to remove or alter the same. Upon receipt of such notice it shall be the duty of such person to remove or alter the same within one (1) day after the service of notice.	
Ch. 26, Art. VII title	Article VII. Covering Boulevards with <b>Manmade</b> Materials	Change to <u>human-made</u>
26-97	" <b>Manmade</b> material" means concrete, asphalt or similar material as determined by the City of Livingston.	Change to <u>human-made</u>
26-98	Except as hereinafter provided, it shall be a civil offense for any person to unlawfully cover with a <b>manmade</b> material any boulevard owned by the City of Livingston and punishable by a civil penalty not to exceed Three Hundred Dollars (\$300.00). In addition, the property owner will be required to remove the unauthorized material at the landowner's expense.	Change to <u>human-made</u>
26-99	Upon obtaining the requisite permit from the City prior to commencing work, the following exceptions to placing <b>manmade</b> material in the boulevard may be made:	Change to <u>human-made</u>
26-101 A.	A. Permits to excavate within any public right-of-way can be obtained from the City Building Department. Application will be made on forms supplied by the City and must be obtained prior to undertaking any work. No permit shall be valid unless it bears the signed approval of the Building Official or <b>his</b> appointed representative.	
26-112	The owner of any lot signing the petition must sign <b>his</b> own name thereto; the name of such owner shall not be signed to any such petition by any agent, or any other person, unless authorized to do so by regular power of attorney filed with the City.	
26-116	Whenever the public convenience or safety requires any sidewalk in case of injury or defect, to be repaired, the City shall, if the same be not immediately repaired by the owner or <b>his</b> agent after three (3) days' notice, served upon such owner or agent, or if <b>he</b> is a nonresident, on the occupant, or if the lot is unoccupied, posted upon the lot close to the walk to be repaired, proceed to repair the same, and report the cost to the City Commission, to be collected by the City and in default to be collected in the same manner as taxes for building sidewalks. In case the public safety demands the immediate repair of any sidewalk and abutting curb, the City shall make such repairs as are absolutely necessary to render such sidewalk safe without waiting for the expiration of such notice, and <b>he</b> shall return the cost of such repairs to the City Commission as provided in Section 26-16.	
27-3 A.3., 4.	3. One (1) member appointed by the <b>Chairman</b> of the Commission, upon designation by the Board of County Commissioners of Park County; and  4. Four (4) citizen members appointed by the <b>Chairman</b> of the Commission who shall be	



	resident freeholders within the City of Livingston, who shall be qualified by knowledge and experience in matters pertaining to the development of the City and hold no other office in City government.	
27-3 C.	C. The Recording Secretary shall certify the members appointed by the City Commission. The certificates shall be sent to and become a part of the records of the Livingston Planning Board. The <b>Chairman</b> of the Commission shall make similar certifications for the appointment of citizen members.	
29-3	"Development" means any <b>man-made</b> change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. (44 CFR 59.1)  "Levee" means a <b>manmade</b> embankment, usually earthen, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water to provide protection from temporary flooding.	Change to <u>human-made</u>
30.51 F., G.	F. Use Not Specified. In the case of a use not specifically mentioned in a zone, the requirements for off-street parking facilities shall be determined by the City Superintendent or <b>his</b> authorized representative. Such determination shall be based upon the requirements for the most comparable use listed.  G. Joint Use. The Building Official or <b>his</b> authorized representative may authorize the joint use of parking facilities for the following uses or activities under conditions specified:	
30.51 O.	O. Off-Street Loading Warehouse and Wholesale. Off-street loading space for warehouse, wholesale shipping and similar facilities shall be determined by the Building Official or <b>his</b> authorized representative.	
30.70	There is created for the City of Livingston a Zoning Commission as provided by statute, consisting of five (5) citizen members, appointed by the <b>Chairman</b> and subject to the confirmation of the City Commission. Terms of each member shall run concurrent with the term of the <b>Chairman</b> .  ***  The Zoning Commission shall keep minutes of their proceedings, showing the vote of each member, or if absent or failure to vote indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be filed in the office of the Zoning Coordinator. The official minutes of the Zoning Commission's proceedings shall be signed by the <b>Chairman</b> or acting <b>chairman</b> and attested to by the secretary.	
30.73 A.	A. Proceedings of the Board of Adjustment. Meetings of the Board shall be scheduled at a regular time each month and special meetings may also be called by the <b>Chairman</b> . The <b>Chairman</b> may cancel the regular monthly meeting if no matters are pending for the Board's consideration. The <b>Chairman</b> , or in <b>his</b> absence, the acting <b>Chairman</b> may compel the	

	<p>attendance of witnesses. All meetings shall be open to the public.</p> <p>The Board shall keep minutes of their proceedings, showing the vote of each member, or if absent or failure to vote indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be a public record and shall be filed in the Office of the Zoning Coordinator. The official minutes of the Board's proceedings shall be signed by the <b>Chairman</b> or acting <b>Chairman</b> and attested to by the recording secretary. The <b>Chairman</b> of the Board of Adjustment shall designate a secretary of the Board. The Zoning Coordinator shall be custodian of all records of the meetings, findings, conclusions and recommendations of the Board.</p>	
30.73 C.	<p>C. Appeals: Stay of Proceedings. An appeal stays all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board of Adjustment after the notice of appeal shall have been filed with <b>him</b> that by reason of facts stated in the certificate a stay would, in <b>his</b> opinion, cause imminent peril to life or property. In such cases, proceedings shall not be stayed other than by a restraining order which may be granted by the Board of Adjustment or by a court of record on application on notice to the officer from whom the appeal is taken and on due cause shown.</p>	
30.75 B.1.f.	<p>f. Any other information the applicant believes will support <b>his</b> request.</p>	
31.05 B.1.	<p>1. All appointments to the HPC shall be made by the <b>Chairman</b> of the City Commission and approved by the City Commission.</p>	
31.05 D.	<p>D. Conflict of Interest. No member of the HPC may vote on any project in which <b>he</b> or <b>she</b> or any partner has worked or in which <b>he</b> or <b>she</b> or any partner has any financial interest, including professional fees.</p>	
33-06	<p>"Barrier" means a natural or <b>man-made</b> structure, construction method, or management control intended to prevent the contamination of a source water.</p>	Change to <u>human-made</u>
33-15 B.1.	<p>1. Whenever a violation of these regulations occurs or is alleged to have occurred any person may file a written complaint. The complaint, stating fully the causes and basis of the alleged violation, shall be filed with the Fire Chief. <b>He</b> shall properly record the complaint and immediately investigate and take action as provided by these regulations.</p>	
App. A, 2-2-102 (2)	<p>(2) "Compensation" means any money, thing of value, or economic benefit conferred on or received by any person in return for services rendered or to be rendered by <b>himself</b> or another.</p>	
App. A, 2-2-102 (4)	<p>(4) "Financial interest" means an interest held by an individual, <b>his</b> spouse, or minor children which is:</p>	
App. A, 2-2-103 (1), (2)	<p>(1) The holding of public office or employment is a public trust, created by the confidence which the electorate reposes in the integrity of public officers, legislators, and employees. A public officer, legislator, or employee shall carry out <b>his</b> duties for the benefit of the people of the state.</p> <p>(2) A public officer, legislator, or employee whose conduct departs from <b>his</b> fiduciary duty is</p>	

	<p>liable to the people of the state as a trustee of property, is liable to a beneficiary under 72-20-203(2), and shall suffer such other liabilities as a private fiduciary would suffer for abuse of his trust. The county attorney of the county where the trust is violated may bring appropriate judicial proceedings on behalf of the people. Any moneys collected in such actions shall be paid to the general fund of the aggrieved agency.</p>	
App. A, 2-2-104(1)	<p>(1) Proof of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty. A public officer, legislator, or employee may not:</p> <p>(a) disclose or use confidential information acquired in the course of his official duties in order to further substantially his personal economic interests; or</p> <p>(b) accept a gift of substantial value or a substantial economic benefit tantamount to a gift:</p> <p>(i) which would tend improperly to influence a reasonable person in his position to depart from the faithful and impartial discharge of his public duties; or</p> <p>(ii) which he knows or which a reasonable person in his position should know under the circumstances is primarily for the purpose of rewarding him for official action he has taken.</p>	
App. A, 2-2-105 (2)–(4)	<p>(2) A public officer or employee should not acquire an interest in any business or undertaking which he has reason to believe may be directly and substantially affected to its economic benefit by official action to be taken by his agency.</p> <p>(3) A public officer or employee should not, within the months following the voluntary termination of his office or employment, obtain employment in which he will take direct advantage, unavailable to others, of matters with which he was directly involved during his term or employment. These matters are rules, other than rules of general application, which he actively helped to formulate and applications, claims, or contested cases in the consideration of which he was an active participant.</p> <p>(4) A public officer or employee should not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when he has a substantial financial interest in a competing firm or undertaking.</p>	
App. A, 2-2-125	<p>(1) Proof of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty.</p> <p>(2) An officer or employee of local government may not:</p> <p>(a) engage in a substantial financial transaction for his private business purposes with a person whom he inspects or supervises in the course of his official duties; or</p>	

	<p>(b) perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which <b>he</b> either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.</p> <p>(3) A member of the governing body of a local government may perform an official act notwithstanding this section when <b>his</b> participation is necessary to obtain a quorum or otherwise enable the body to act, if <b>he</b> complies with the voluntary disclosure procedures under 2-2-131.</p>	
App. A, 2-2-131	<p>A public officer or employee may, prior to acting in a manner which may impinge on <b>his</b> fiduciary duty, disclose the nature of <b>his</b> private interest which creates the conflict. <b>He</b> shall make the disclosure in writing to the secretary of state, listing the amount of <b>his</b> financial interest, if any, the purpose and duration of <b>his</b> services rendered, if any, and the compensation received for the services or such other information as is necessary to describe <b>his</b> interest. If <b>he</b> then performs the official act involved, <b>he</b> shall state for the record the fact and summary nature of the interest disclosed at the time of performing the act.</p>	
App. A, 2-2-201	<p>Members of the legislature, state, county, city, town, or township officers or any deputy or employee thereof must not be interested in any contract made by them in their official capacity or by anybody, agency, or board of which they are members or employees. A former employee may not, within 6 months following the termination of <b>his</b> employment, contract or be employed by an employer who contracts with <b>the</b> state or any of its subdivisions involving matters with which <b>he</b> was directly involved during <b>his</b> employment. In this section the term:</p>	

**File Attachments for Item:**

**B. RESOLUTION NO. 4948: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS CONTIGUOUS TO THE CITY OF LIVINGSTON AND INCLUDE THE PROPERTY BETWEEN NORTH O STREET AND THE RIVER TO INCLUDE KPRK RADIO STATION.**

**RESOLUTION NO. 4948**

**A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH ARE CONTIGUOUS TO THE CITY OF LIVINGSTON AND INCLUDE THE PROPERTY BETWEEN NORTH O AND THE RIVER TO INCLUDE KPRK RADIO STATION.**

**WHEREAS**, Section 7-2-4301, Montana Code Annotated, authorizes annexation of contiguous land; and

**WHEREAS**, the City Commission of the City of Livingston, Montana, has determined that it is in the best interest of the City and the inhabitants of the properties identified in the City’s Annexation Policy that the boundaries of the City of Livingston be extended to include the property between North O Street and the River, to include KPRK, and some of which have City services and are wholly surrounded by other property within the corporate limits of the City;

**WHEREAS**, Section 7-2-4325 MCA allows for two or more adjacent tracts to be included in one resolution; and

**WHEREAS**, the provision of services can be accomplished with no additional capital expenditure on the part of the City.

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

It is the intent of the City Commission to annex contiguous land more particularly described as:

- 1. 1404 East Park Street  
Parcel in the S ½ SW ¼ less Certificate of Survey 1226 in Section 7 of Township 2 South Range 10 East, on file with the Park County Clerk and Recorder.**
- 2. 1500 East Park Street  
Parcel in the S ½ SW ¼ containing 14,78 acres more or less in Section 7 of Township 2 South Range 10 East, on file with the Park County Clerk and Recorder.**
- 3. 5 Harris Place  
Parcel B in Certificate of Survey 303 in the S ½ SW ½ East of the River in Section 7 of Township 2 South Range 10 East, on file with the Park County Clerk and Recorder.**

**4. 2 Harris Place**

**Portion of the SW ¼ SW ¼ SE ¼ set forth in Plat 621 in Section 7 of Township 2 South Range 10 East, on file with the Park County Clerk and Recorder.**

**5. 5584 US Highway 89 South**

**Parcel A in Certificate of Survey 303 in Section 7 of Township 2 South Range 10 East, on file with the Park County Clerk and Recorder.**

**6. 5576 US Hwy 89 South (KPRK Radio Station)**

**Parcel with a metes and bounds description in the S ½ South of the Railway and Highway in Section 7 of Township 2 South Range 10 East, on file with the Park County Clerk and Recorder.**

**7. 5574 US Hwy 89 South**

**Parcel with a metes and bounds description in the S ½ South of the Railway and Highway in Plat 316 in Section 7 of Township 2 South Range 10 East, on file with the Park County Clerk and Recorder.**

**PASSED** at a first reading by the Livingston City Commission, on March 2nd, 2021.

**ATTEST:**

\_\_\_\_\_  
**FAITH KINNICK**  
**Recording Secretary**

**PASSED ADOPTED AND FINALLY APPROVED, during a second reading by the Livingston City Commission this 20th day of April, 2021.**

\_\_\_\_\_  
**DOREL HOGLUND- Chair**

**ATTEST:**

**APPROVED TO AS FORM:**

\_\_\_\_\_  
**FAITH KINNICK**  
**Recording Secretary**

\_\_\_\_\_  
**COURTNEY JO LAWELLIN**  
**City Attorney**

**PUBLIC NOTICE**

**NOTICE** is hereby given, a public hearing will be conducted by the Livingston City Commission on Tuesday, April 20, 2021, during a second reading of **RESOLUTION NO. XXXX: entitled A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF IT’S INTENT TO ANNEX CERTAIN LAND WHICH ARE CONTIGUOUS TO THE CITY OF LIVINGSTON AND ARE DESCRIBED AS THE PROPERTY BETWEEN NORTH O AND THE RIVER TO INCLUDE KPRK RADIO STATION.** This hearing will be conducted via Zoom. All interested parties are invited to attend and give their comments. To join this meeting <http://us02web.zoom.us> Meeting ID: 890 8543 7403 Passcode: 514741 or by phone at (669) 900-6833. For additional information contact Faith Kinnick at (406) 823-6002.

Please publish Friday, March 5, 2021 and April 2, 2021.

Faith Kinnick  
City of Livingston  
March 2, 2021



**PUBLIC NOTICE**

**NOTICE** is hereby given, a public hearing will be conducted by the Livingston City Commission on Tuesday, April 20, 2021, during a second reading of **RESOLUTION NO. 4948: entitled A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF IT'S INTENT TO ANNEX CERTAIN LAND WHICH ARE CONTIGUOUS TO THE CITY OF LIVINGSTON AND INCLUDE THE PROPERTY BETWEEN NORTH O STREET AND THE RIVER TO INCLUDE KPRK RADIO STATION.** This public hearing will be conducted via Zoom. All interested parties are invited to attend and give their comments. To join this meeting <http://us02web.zoom.us> Meeting ID: 881 7142 6665 Passcode: 067179 or by phone at (669) 900-6833. For additional information contact Faith Kinnick at (406) 823-6002.

Please publish Friday, March 12, 2021 and March 26, 2021.

Faith Kinnick  
City of Livingston  
February 25, 2021



Resolution No. 4948, Intent to Annex to include the property between North O St. and the River to include KPRK Radio Station

**Comments received in PROTEST of Resolution No. 4948: the intent to annex property between South O Street and the river to include KPRK.**

- 1. Chris and Julie Benden**
- 2. Kristen Galbraith**
- 3. Richard & Lessie Tonnesen**
- 4. David Amsk**

**Properties receiving City Services**

<b>Owner Name</b>	<b>Address</b>	<b>Services</b>
Chris & Julie Benden	1500 E. Park St.	Water
Diane & Lynn Coffman	1404 E. Park St.	Water, Sewer, Garbage
BNSF	5574 US Hwy 89 S.	Water, Garbage
David Amsk	1605 E. Lewis St.	Water, Sewer
Richard & Lessie Tonneson	5 Harris Place	Water, Sewer
Kristen Galbraith	2 Harris Place	Water, Sewer
KPRK	5576 US HWY 89 S	Water disconnected

3-17-21

To Livingston, MT:

Chris and Julie Bender are  
 against the cities attempt to annex  
 our property at:

1500 East Park St. } Park  
 1490 East Callender St. } County  
 1495 East Callender St. } Montana  
 1500 East Callender St. }

Any attempt by the city of  
 Livingston, MT or those representing  
 the city on their behalf will be  
 opposed by us, Chris & Julie Bender.  
 Take this letter as legal proof  
 required by Montana law that we  
 are not in favor of annexation.

Chris  
 Julie  
 Bender

Chris Bender  
 Julie Bender

Livingston Commissioners,

This letter is a request to  
 be on the 4-30-21 agenda.  
 I would like a few minutes to  
 make my case as to why  
 being annexed by the city of  
 Livingston is so detrimental to  
 my property value.

Thank you,

Chris Bender

Rec'd 3/23/21

3-23-21

Rec'd  
4/2/2021

Dear City Commissioners:

On March 14<sup>th</sup> I received a letter from the City indicating intent to annex my property at 2 Harris Place. I realize that the "Annexation of Contiguous Land" option of MCA will be used to accomplish this annexation and am writing this letter to voice my disagreement with the decision to annex properties on the east end of Lewis to US Highway 89.

I have lived in Livingston since 1994 and on 11<sup>th</sup> Street for almost nine years. I was happy to recently have the opportunity to purchase the property at 2 Harris Place, knowing that the property was located within the county jurisdiction. The relocation plan also includes listing my 11<sup>th</sup> Street property to pay for the Harris Place property – now, with likely an increased asking price, in anticipation of increased property taxes based on annexation of the Harris Place property.

The letter was very disheartening to receive. My main reason for purchasing county property was because of potential tax savings. Since I have owned my 11<sup>th</sup> Street property (2012), taxes have increased by 28%. I pay street and street and light maintenance fees, fees that even on the desired southwest side of the City seem lost in translation, as there is just one street light within a six block vicinity. Sidewalks among my neighboring properties are largely missing (why did I have to put one in and neighboring properties get to go without?) and street maintenance has not occurred on my block since I purchased the property. I am disappointed to now know that the street and light fees are assessed based on lot size, leaving me again at a disadvantage because my Harris Place lot size is nearly four times larger than most in-town lots.

Based on my lot size, with a property that will never receive amenities such as street lights or street maintenance in my lifetime, I have estimated that my property taxes will increase by at least \$1,500 in the first year (even after deducting out County service taxes that won't be part of my tax bill once the property is part of the City). Interestingly, with just nine properties within the area of proposed annexation, the letter could have easily provided a breakdown of tax increases per category per property – as disappointing as those increases are. But perhaps that was the reason.

No doubt, the other properties contained within this proposed annexation area will see even larger tax increases than mine based on their acreage. What I can't understand is the reason why these properties – all very much larger than average lot sizes within the City of Livingston – are even being considered (other than the obvious increase in taxes the City will be provided). There are several smaller lot sizes contiguous with land in the City - also receiving sewer and water services from the city - right across the street from Town & Country and along Miles and Garnier Streets and even along the south side of Lewis Street as you head up toward the proposed annexation area.

There are no advantages for me in my property being annexed into the City (nor any of the other properties within the area of proposed annexation); garbage pickup services will be provided but I already know how very expensive those services are through the City with the utility bills I pay currently.

As a Park County citizen since 1994 and property owner since 1997, I have seen nothing but increases in City service taxes over the years, with many services being decreased both from a commercial and personal property standpoint. I understand there is no basis for property owners to protest this type of annexation based on MCA. My intent is to merely inform the commissioners of the amount of taxation on properties that is definitely not commiserate with services provided, the unfair assessment of properties based on lot size (especially in light of no street or light services in the East Lewis Street area), the lack of detailed tax information that should be given to taxpayers when these types of situations are considered and my disagreement as a property owner in the annexation of my property.

At the very least, the City should make provisions as they did with Mule Haven Subdivision to place a maximum assessment level on properties with larger lots so that we are not unfairly assessed for owning larger parcels, with access to the same services that everybody else uses.

As you all know, I respect and value your service to our community and your thoughtfulness when making decisions that have serious financial impacts to citizens. I thank you for allowing me to provide my thoughts.

Sincerely,

Kristen Galbraith  
PO Box 1766  
2 Harris Place  
Livingston MT 59047

**Faith Kinnick**

---

**From:** Courtney Lawellin  
**Sent:** Friday, April 2, 2021 11:15 AM  
**To:** Faith Kinnick  
**Subject:** FW: Notice of Protest of Annexation - 2 Harris Place  
**Attachments:** Protest of Annexation by City.pdf

**From:** Steve Woodruff [mailto:steve@hswlegal.com]  
**Sent:** Thursday, April 1, 2021 6:13 PM  
**To:** Courtney Lawellin <clawellin@livingstonmontana.org>  
**Subject:** Notice of Protest of Annexation - 2 Harris Place

Hi Courtney:

I am passing along the attached letter as a protest of annexation from my client Kristen Galbraith, whose property is at 2 Harris Place, Livingston, MT.

I will be in touch with you to further discuss this protest of annexation.

Thank you,

Steve

Stephen E. Woodruff, Esq.  
Huppert, Swindlehurst & Woodruff, P.C.  
P.O. Box 523  
420 South Second St.  
Livingston, MT 59047  
ph. 406-222-2023  
fax 406-222-7944  
[steve@hswlegal.com](mailto:steve@hswlegal.com)

This electronic mail transmission may constitute a privileged attorney-client communication. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this electronic mail transmission in error, please delete it from your system without copying it, and notify the sender by reply e-mail or by calling the Huppert, Swindlehurst & Woodruff, P.C., so that our address record can be corrected.

**From:** Lessie Tonnesen <lessie6649@icloud.com>  
**Sent:** Tuesday, April 13, 2021 3:54 PM  
**To:** printing@instylivingston.com  
**Subject:** Fwd: Annexation

Sent from my iPad

Begin forwarded message:

**From:** Lessie Tonnesen <lessie6649@icloud.com>  
**Date:** March 25, 2021 at 2:52:53 PM MDT  
**To:** citycommission@livingstonmontana.org  
**Subject:** Annexation

Richard Tonnesen and I, Lessie Tonnesen, would like to address the city’s intent to annex the property described on Plat 623 as shown on Exhibit A and located at the East end of Lewis Street.

It is my understanding that annexation is going to happen whether or not the landowners like it. None of us in this area are happy about it, and I would like to go on record regarding the fact that I agree with the landowners.

This area of Livingston has enjoyed the country feel of not having street lights. We love to see the stars at night without light pollution. People who walk on Lewis Street have been able to amble without being confined to sidewalks, and by watching for cars with drivers watching for pedestrians has been a pleasurable experience. People here still wave and stop to talk to each other.

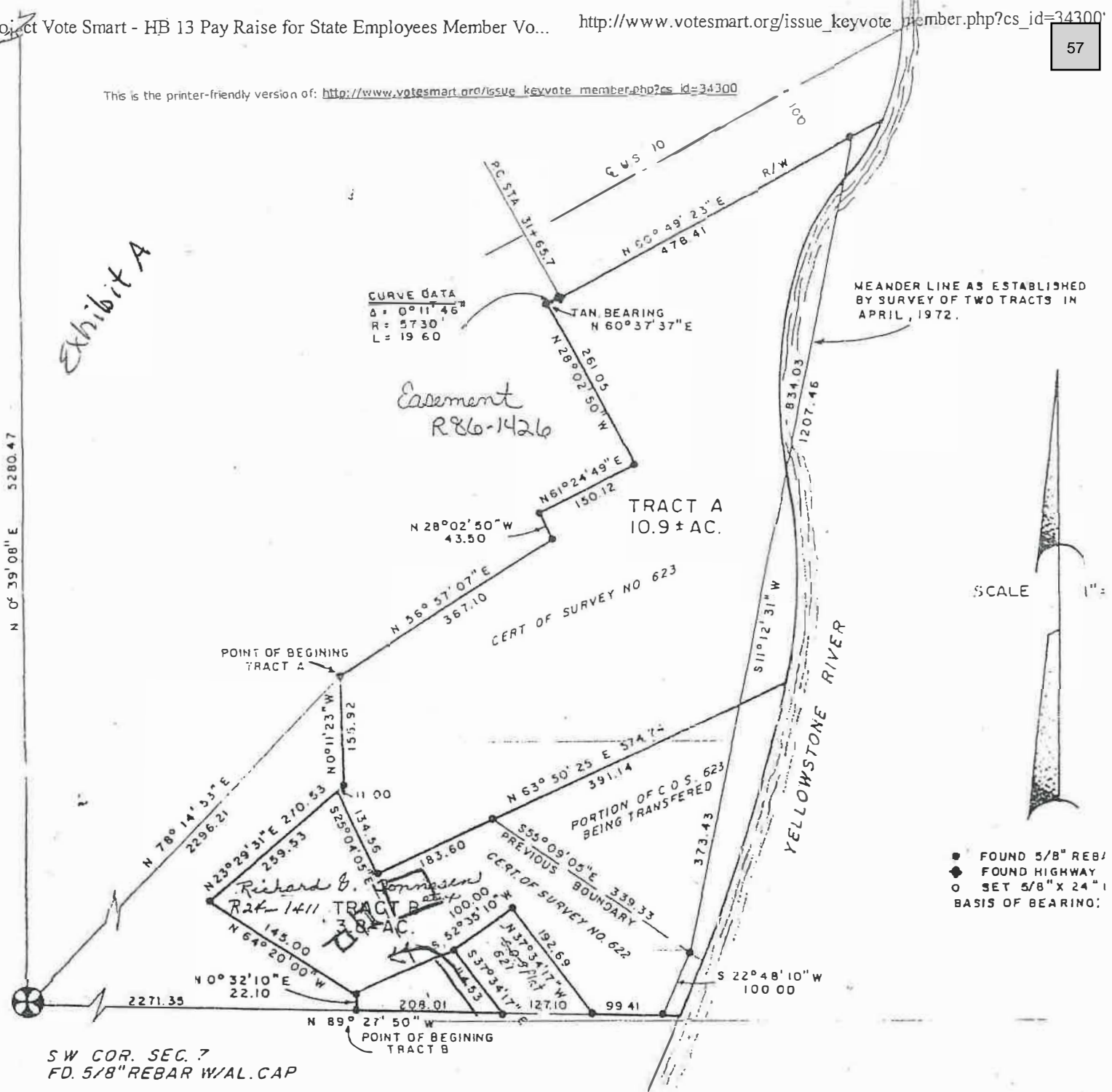
Our garbage (paid for by our Park County taxes) will then need to be set out in the cul-de-sac in city containers. By the time we have loaded it into our vehicle to place it for the city to pick up, we can just as easily take it to the roll offs at the incinerator and be done with it. Instead we will then have to wait for the city pick up and make sure we get the container back before wind or dogs get to it.

City water and sewer have not been a problem to us due to the agreement made in. Volume 100, pages 324-326 recorded on April 30, 1060 between Yellowstone Amusement Company, Maurice Hastings, Virginia Hastings, Arlen Harris and Berniece Harris as parties of the first part, and the City of Livingston as party of the second part. This agreement allowed the City of Livingston to have an easement to place a sewer line across our property, and us to hook up to city water and sewer. With that being said, we pay for our water and sewer just like any city dweller, and it is not free. As you can see, the city has enjoyed the ability to have the sewer line leading across our property for 61 years with no problems from us. Exhibit B



This is the printer-friendly version of: [http://www.votesmart.org/issue\\_keyvote\\_member.php?cs\\_id=34300](http://www.votesmart.org/issue_keyvote_member.php?cs_id=34300)

Exhibit A



1972

CERTIFICATE OF EXEMPTION

This certificate is exempt from review as a subdivision as per Section 11-3862 (6)

*Richard B. Thompson*

Exhibit  
B

D E E D

THIS INDENTURE, made and entered into this 30<sup>th</sup> day of April, one thousand nine hundred and sixty, by and between YELLOWSTONE AMUSEMENT COMPANY, a Montana corporation, with its principal place of business at Livingston, Montana, MAURICE L. HASTINGS and VIRGINIA HASTINGS, husband and wife, of Livingston, Montana, and ARLEN HARRIS and BERNICE HARRIS, husband and wife, of Livingston, Montana, the Parties of the First Part, and CITY OF LIVINGSTON, MONTANA, a municipal corporation existing under and by virtue of the laws of the state of Montana, the Party of the Second Part,

W I T N E S S E T H :

That for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, and other good and valuable considerations, in hand paid, the receipt of which is hereby acknowledged, the parties of the first part have this day bargained and sold and by these presents do bargain, sell, convey, transfer and deliver unto the party of the second part a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described at any time that it may see fit, and construct, maintain and repair a sanitary sewer line over, through, across, upon and under the hereinafter described tract of land situated in the South Half (S $\frac{1}{2}$ ) of Section seven (7), in Township two (2) South of Range ten (10) East, M. P. M., in Park County, Montana, consisting of

VOL 100 PAGE 325

a strip of land lying eighteen (18) feet to the right side and twenty-two (22) feet to the left side of the following described line, to-wit:

Beginning at a point in the south right-of-way boundary of U.S. Highway No. 10, from which point the northwest section corner of the said Section 7 bears N29°01'W, a distance of 4,939 feet, more or less, and, also, from which point an iron pin near a fence corner where three fence lines join bears S26°37'E, a distance of 300.5 feet, more or less; thence, from said point of beginning S21°23'E, a distance of 414 feet; thence, S0°02'W, a distance of 549 feet, more or less, to an intersection with the center line of an existing sewer outfall line, said intersection lying 245' northeasterly along said existing sewer outfall line from a manhole; thence, S0°02'W, a distance of 21 feet, and extending and shortening the side lines of the above-described tract as required to intersections with said south highway right-of-way boundary, and, further, extending and shortening the side lines as required to their respective intersections adjacent to the point where the described line of the easement changes bearing from S21°23'E to S0°02'W.

All bearings given in the foregoing description are based on the bearing of the center line of the first highway bridge over the Yellowstone River east of the City of Livingston, Montana, said highway bridge center line bearing being N60°25'E.

together with the right to excavate and refill ditches and/or trenches for the location of said line and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of said line, doing the least possible damage to said premises and after installation, maintaining said line so as to not interfere unnecessarily with the reasonable use of the site thereof by parties of the first part.

TO HAVE AND TO HOLD said easement and right-of-way unto the party of the second part and unto its successors and assigns forever.

The parties of the first part do hereby covenant with the party of the second part that they are lawfully

seised and possessed of the real estate above described, that they have a good and lawful right to convey it, or any part thereof, that it is free from all encumbrances, and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

As a part of the consideration for this grant, the parties of the first part do hereby release any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted.

IN WITNESS WHEREOF, Yellowstone Amusement Company, a corporation, one of the parties of the first part herein, has caused these presents to be executed by its proper officers first thereunto duly authorized and the other parties of the first part have hereunto set their hands the day and year in this indenture first above written.

YELLOWSTONE AMUSEMENT COMPANY

*[Signature]*  
By \_\_\_\_\_ Its \_\_\_\_\_

William Hastings  
Virginia Hastings  
Arlene Harris  
Bernice Harris



RECEIVED  
APR 14 2021

Dave Amsk  
120 North G Street  
Livingston MT  
59047

To the Livingston Montana City Manager,

I am against having my property annexed into the city limits. It would not benefit me.

Best Regards,  
-Dave Amsk

A handwritten signature in blue ink, appearing to read "D/Amsk", followed by a horizontal line.

**File Attachments for Item:**

**A. ORDINANCE NO. 3006: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, REQUIRING ALL BUILDINGS TO COMPLY WITH THE BUILDING CODES AND AMENDING ORDINANCE NO. 2085 AS CODIFIED BY CHAPTER 6 OF THE LIVINGSTON MUNICIPAL CODE, BY ADOPTING BY REFERENCE THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AND DELETING SECTION 6-55 OF THE LIVINGSTON MUNICIPAL CODE.**

**ORDINANCE NO. 3006**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, REQUIRING ALL BUILDINGS TO COMPLY WITH THE BUILDING CODES AND AMENDING ORDINANCE NO. 2085 AS CODIFIED BY CHAPTER 6 OF THE LIVINGSTON MUNICIPAL CODE, BY ADOPTING BY REFERENCE THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AND DELETING SECION 6-55 OF THE LIVINGSTON MUNICIPAL CODE.**

**Preamble.**

The purpose of this Ordinance is provide for the public health, safety and welfare by regulating the construction and alterations of buildings within the City by adopting changes made by the State of Montana and requiring buildings to comply with the 2018 International Energy Conservation Code (IECC).

.....  
**WHEREAS**, the City of Livingston has been certified by the State of Montana to enforce buildings codes in its jurisdictional area; and

**WHEREAS**, in February of 2021, the Montana Department of Labor and Industry adopted the 2018 International Energy Conservation Code (IECC); and

**WHEREAS**, 50-60-301 Montana Code Annotated (MCA), et seq. provides that certified communities may enforce only those codes as adopted by the State of Montana; and

**WHEREAS**, to prevent decertification of its building code program it is in the best interests of the City of Livingston to adopt State approved changes to the building codes by adopting the 2018 International Energy Conservation Code (IECC); and

**WHEREAS**, 7-5-108 Montana Code Annotated provides that any local government may adopt or repeal an ordinance which incorporated a code by reference without setting forth the code in full.

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Livingston, Montana, that Ordinance No. 2085 as codified in Chapter 6 of the Livingston Municipal Code be and the same is hereby amended with additions underlined and deletions struck through, as follows:



**SECTION I.**

**ARTICLE I – ADOPTING BUILDING CODES**

**Section 6-1 International Building Code, (IBC) 2018 Edition, adopted by reference.**

There is hereby adopted for enforcement by the City of Livingston that certain building code known as the International Building Code (IBC), 2018 Edition, and all accompanying appendices, amendments and modifications adopted or required to be adopted by the Building Code Bureau of the Montana Department of Labor and Industry, as set out in the Administrative Rules of Montana, as may be amended from time to time are adopted by this reference and incorporated herein as if set forth in full, except for any exceptions noted or any regulations not applicable to local governmental jurisdictions. Fees shall be set by the City Commission by separate resolution.

**Section 6-2 Adopting International Residential Code (IRC) 2018 Edition, by reference.**

There is hereby adopted for enforcement by the City of Livingston that certain building code known as the International Residential Code (IRC) 2018 Edition, and all accompanying appendices, amendments and modifications adopted or required to be adopted by the Building Code Bureau Montana Department of Labor and Industry, as set out in the Administrative Rules of Montana, as may be amended from time to time are adopted by this reference and incorporated herein as if set forth in full, except for any exceptions noted or any regulations not applicable to local governmental jurisdictions. Fees shall be set by the City Commission by separate resolution.

**Sec 6-3. Adopting International Existing Building Code (IEBC), 2018 Edition by reference.**

There is hereby adopted for enforcement by the City of Livingston that certain building code known as the International Existing Building Code (IEBC), ~~2012~~ 2018 Edition, and all

accompanying appendices, amendments and modifications adopted or required to be adopted by the Building Code Bureau of the Montana Department of Labor and Industry, as set out in the Administrative Rules of Montana, as may be amended from time to time are adopted by this reference and incorporated herein as if set forth in full, except for any exceptions noted or any regulations not applicable to local governmental jurisdictions. Fees shall be set by the City Commission by separate resolution.

**Section 6-4 Reserved.**

**Section 6.7 – Adopting the International Energy Conservation Code (IECC), ~~2012~~ 2018 Edition, as amended by the State of Montana, by reference.**

There is hereby adopted for enforcement by the City of Livingston that certain building code known as the International Energy Conservation Code (IECC), ~~2012~~ 2018 Edition, and all accompanying appendices, amendments and modification adopted or required to be adopted by the Building Code Bureau of the Montana Department of Labor and Industry, as set out in the Administrative Rules of Montana, as may be amended from time to time are adopted by this reference and incorporated herein as if set forth in full, except for any exceptions noted or any regulations not applicable to local governmental jurisdictions. Fees shall be set by the City Commission by separate resolution.

**Section 6-8 – Adopting the International Swimming Pool and Spa Code (ISPSC), 2018 Edition, as amended by the State of Montana, by reference.**

There is hereby adopted for enforcement by the City of Livingston that certain building code known as the International Swimming Pool and Spa Code (ISPSC), 2018 Edition, and all accompanying appendices, amendments and modification adopted or required to be adopted by the Building Code Bureau of the Montana Department of Labor and Industry, as set out in the Administrative Rules of Montana, as may be amended from time to time are adopted by this

reference and incorporated herein as if set forth in full, except for any exceptions noted or any regulations not applicable to local governmental jurisdictions. Fees shall be set by the City Commission by separate resolution.

**Section 6-9. Building code applicability.**

The 2018 International Building Code (IBC) , the 2018 International Residential Code (IRC), the ~~2012~~ 2018 International Energy Conservation Code (IECC), the 2018 International Existing Building Code (IEBC) and the 2018 International Swimming Pool and Spa Code (ISPSC), are applicable to and shall be enforced upon all buildings within the building code enforcement area of the City of Livingston, including but not limited to residential buildings containing less than five dwelling units or their attached structures, any farm or ranch building, and any private garage or private storage structure used only for the owner’s own use as provided by 50-60-102(1)(a) Montana Code Annotated.

**Section 6-10 – Conflict of sections.**

If a provision of the Code of Ordinances of the City of Livingston conflicts with any provision of the current International Building Code (IBC), International Residential Code (IRC), International Energy Conservation Code (IECC), the International Existing Building Code (IEBC) or the International Swimming Pool and Spa Code (ISPSC) adopted and incorporated in the Code of Ordinances by reference, then the provision that is more strict, limiting or stringent shall apply. (Ord. 1308,10/6/75)

**Section 6-11 – Powers of the Building Official.**

The Building Official shall have the authority to render interpretations of the adopted building codes, to adopt policies and procedures to clarify the application of the code’s provisions and to enforce the codes.

**~~Section 6-12 – 6-54. Reserved.~~ Section 6-12 - 6-55 Reserved.**

**~~Section 6-55. Development Review Committee – water and sewer main extensions, street installation.~~**

~~A. A Development Review Committee is established and shall consist of the following personnel:~~

~~Public Works Director~~

~~Building/Planning Official~~

~~Fire Chief~~

~~Police Chief~~

~~Ex Officio Member City Manager~~

~~B. The Development Review Committee shall review all plans for extensions and development of City utilities, of streets and alleys, of fire and police services. Annexation requests and proposed subdivisions shall also be reviewed. The Development Review Committee review shall take place prior to any of the foregoing matters being placed upon the City Commission agenda or being considered by the City Commission.~~

~~C. The initial point of contact for a developer is the Committee's Recording Secretary. This person will have the Committee's Fact Sheet to distribute to developers when the initial contact is made. This Fact Sheet shall contain information on how the developer shall pursue his/her project and the interaction with the Development Review Committee. Communication between the developer and the Development Review Committee is to be in writing. The Development Review Committee will meet on the first and third Wednesdays of each month. A chairperson shall be appointed by the City Manager and shall chair the meeting. The Chairperson shall prepare the agenda and arrange for meeting location, and Recording Secretary. The Chairperson may be rotated as determined by the City Manager. The Committee may consult with other City personnel and with other professionals providing City services as needed to provide necessary input.~~

~~D. Anyone desiring to address the Committee shall request to be on the agenda and deliver plans and written questions by the preceding Friday. (Ord. 1801, 1/17/95)~~

**Sections 6-56-6-69. Reserved.**

**Section 6-70 – 6-189 Reserved.**

**Article III - Public Improvements**

**Section 6-190. Public Improvement specifications.**

All public improvement by any person or corporation shall be in conformity with the specifications set forth in the Montana Public Works Standard Specifications, 2003 Edition or that edition which is most recently issued. (Ord. 1458, 6/2/80; Ord. 1664,6/20/90).

**Section 6-190.1. Special improvement district waivers.**

A. Any applicant for a building permit and owner of the real property of such location, where any or all of certain public improvements have not been made of either curbs, gutter, sidewalks, storm drains, or street paving, shall be required to waive their right to protest the creation of any future special improvement district or districts for improvements including curb, gutter, sidewalk, storm drainage, and paving that may become assessable under a duly passed resolution to create a special improvement district or districts under applicable Montana statutes.

B. The waiver described in subsection A of this section shall be recorded at the Park County, Mt. office of Clerk and Recorder. The waiver shall state that the waiver shall run with the land and shall be binding upon subsequent owners of the real property.

C. A fee of Fifteen Dollars (\$15.00) shall be charged to the applicant for costs associated with processing and recording the waiver. (Ord. 1806,2/21/95)

**Article IV. Establishment of Board of Appeals.**

**Section 6-200. Establishment of Board of Appeals.**

In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals consisting of members who are qualified by experience and training to pass judgment upon matters pertaining to building construction and who are not employees of the City of Livingston. (Ord. 1880, 10/19/98)

**Section. 6-201. Membership of Board of Appeals.**

The City Commission shall appoint members to the board of appeals and shall hold office At the city commission's pleasure. The board shall consist of five (5) members, four (4) of which Shall be knowledgeable in the construction industry, and shall consist of two (2) engineers, one (1) architect, and one (1) general contractor, and the fifth member shall be a lay person to represent the layman's point of view.

The building official shall be a nonvoting ex officio member, who shall art as secretary to the Board. (Ord. 1880, 10/19/98)

**Section 6-203. Jurisdiction and limitations.**

The board of appeals may consider items which lie within the limits of professional discretion and which item is not a specific code mandate. The board shall not act on matters pertaining to electrical, plumbing and mechanical questions. The board shall have no authority relative to interpretation of the administrative provisions of the code nor shall the board be empowered to waive requirements of the codes. (Ord. 1880, 10/19/98)

**Section 6-204. Rules of procedure.**

The board of appeals shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official. (Ord. 1880, 10/19/98)

**ARTICLE V**

**Section 6.210 Establishing a civil infraction and penalty for violation.**

It is unlawful and a municipal infraction for any person to violate the provisions of the currently adopted International Building Code (IBC), the International Residential Code (IRC), the International Existing Building Code (IEBC), the International Energy Conservation Code (IECC), and the International Swimming Pool and Spa Code (ISPSC) as amended by the State of Montana.

A person convicted of a municipal infraction for violating any provision of the adopted International Codes, as amended by the State of Montana, shall be subject to a civil penalty not to exceed \$300.00 per day for each violation. Each day that the violation continues shall be deemed a separate and punishable municipal infraction.

**SECTION 2**

**Statutory Interpretation and Repealer:**

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

**SECTION 3**

**Severability:**

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

**SECTION 4**

**Savings Provision:**

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

**SECTION 5**

**Effective date:**

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

\*\*\*\*\*

**PASSED** by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the 20<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
**DOREL HOGLUND, CHAIR**

**ATTEST:**

\_\_\_\_\_  
**FAITH KINNICK**  
**Recording Secretary**

\*\*\*\*\*

**PASSED, ADOPTED AND APPROVED**, by the City Commission of the City of Livingston, Montana, on a second reading at a regular session thereof held on the 18th day of May, 2021.

**ATTEST:**

**APPROVED TO AS FORM:**

\_\_\_\_\_  
**FAITH KINNICK**  
**Recording Secretary**

\_\_\_\_\_  
**COURTNEY LAWELLIN**  
**City Attorney**



**PUBLIC NOTICE**

**NOTICE** is hereby given, a public hearing will be conducted by the Livingston City Commission on Tuesday, May 18, 2021, during a second reading of **ORDINANCE NO. 3006: entitled AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, REQUIRING ALL BUILDINGS TO COMPLY WITH THE BUILDING CODES AND AMENDING ORDINANCE NO. 2085 AS CODIFIED BY CHAPTER 6 OF THE LIVINGSTON MUNICIPAL CODE, BY ADOPTING BY REFERENCE THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AND DELETING SECTION 6-55 OF THE LIVINGSTON MUNICIPAL CODE.** This public hearing will be conducted via Zoom. All interested parties are invited to attend and give their comments. To join this meeting <http://us02web.zoom.us> Meeting ID: 881 7142 6665 Passcode: 067179 or by phone at (669) 900-6833. For additional information contact Faith Kinnick at (406) 823-6002.

Please publish Friday, April 30, 2021 and May 7, 2021.

Faith Kinnick  
City of Livingston  
April 15, 2021

**File Attachments for Item:**

**A. RESOLUTION NO. 4958: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A SUB-RECIPIENT AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT REVOLVING LOAN FUND WITH THE PARK COUNTY MSU EXTENSION OFFICE.**

**RESOLUTION NO. 4958**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A SUB-RECIPIENT AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT REVOLVING LOAN FUND WITH THE PARK COUNTY MSU EXTENSION OFFICE.**

\*\*\*\*\*

**WHEREAS**, the City of Livingston has applied to and been approved by Montana Department of Commerce to receive grant funds under the Montana Community Development Block Grant Economic Development Program (“CBDG”); and

**WHEREAS**, on May 1, 2019, the City Commission authorized a sub-grant of the CBDG funds to the Park County MSU Extension Office and engaged Park County MSU Extension to administer the City of Livingston and Park County Revolving Loan Fund for a period of twenty-four months, and is set to expire April 30, 2021; and

**WHEREAS**, the City Manager is ready, willing and able to execute the Agreement upon the Commission’s approval of this Resolution.

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

The City Manager is hereby authorized to enter into the agreement with Park County MSU Extension, which document is hereto and incorporated herein as Exhibit A.

**PASSED AND ADOPTED**, by the City Commission of the City of Livingston, Montana, this 20<sup>th</sup> day of April, 2021.

---

**DOREL HOGLUND, Chair**

**ATTEST:**

**APPROVED TO AS FORM:**

---

**FAITH KINNICK**  
**Recording Secretary**

---

**COURTNEY LAWELLIN**  
**City Attorney**

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

THIS AGREEMENT is entered into this 1st day of May, 2021, by The City of Livingston, Montana herein referred to as the “City” and Park Local Development Corporation, a nonprofit economic development corporation herein referred to as the “Sub-Recipient.”

WITNESSETH THAT:

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

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

WHEREAS, the City has entered in an Agreement with the Sub-Recipient dated May 1, 2019 to subgrant the CDBG funds to the Sub-Recipient and engage the Sub-Recipient to administer the City of Livingston and Park County RLF jointly on their behalf for a period of twenty-four months; and

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

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

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

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

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

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

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

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

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

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

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

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

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

including the following:

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the 1<sup>st</sup> day of May, 2019.

**SUB-RECIPIENT:**

\_\_\_\_\_  
Katie Weaver, Director                      Date  
Park Local Development Corporation

Attest:

\_\_\_\_\_  
Cyndy Rigler, President                      Date  
Park Local Development Corporation

**CITY:**

\_\_\_\_\_  
Mike Kardoes, City Manager              Date  
City of Livingston

Attest:

\_\_\_\_\_  
Faith Kinnick, Recording Secretary      Date  
City of Livingston

**File Attachments for Item:**

**A. DISCUSS/APPROVE/DENY: PROPOSAL FROM MSU EXTENSION TO ADD AN ECONOMIC DEVELOPMENT AGENT TO RESPOND TO THE COMMUNITY BUSINESS NEEDS CREATED BY COVID-19.**

# Park County MSU Extension Economic Development Agent Proposal

---

Presented to the City of Livingston and Park County, April 2021

MSU Extension (MSUE) is excited about the opportunity to explore a synergistic partnership that results in short-term economic development success and increased capacities in the City of Livingston and Park County. In response to the COVID-19 public health emergency and its negative economic impacts, this partnership would create a 1.0 FTE Extension Agent focused solely on economic and business development. This agent will assist small businesses and industries impacted in Park County, including tourism, travel, and hospitality.

### Background

For over 80 years, the Park County office of MSU Extension has provided unbiased, research-based information to citizens of Park County communities. In 2013 – in cooperation and partnership with the City of Livingston and Park County - a full-time Economic and Community Development Agent was added to the MSU Extension team. At that time, each partner made a commitment to the future of Park County’s communities and economy by leveraging limited resources to maximize their impact. This partnership grew out of a common belief that supporting the development of strong people and communities leads to a healthy, resilient economy that benefits everyone. As the outreach and engagement arm of Montana State University, Extension is uniquely positioned to impact lives across Montana through local county-based offices and faculty. Living and working within their communities provides Extension agents the advantage of daily community contact, a deep understanding of local needs and opportunities, and long-term commitment that enables addressing cultural challenges.

In 2019, MSU Extension Park County was awarded management of the Revolving Loan Fund. Shortly thereafter, Park Local Development Corporation was formed with the primary purpose of increasing economic and community development throughout Park County. MSU Extension faculty manage PLDC as part of their regular duties.

### Proposed Services

The Economic Development Extension Agent would work locally with stakeholders, community members, and other partner organizations to identify local needs, barriers to, and opportunities for economic development. The result is a carefully created plan of work that develops strategies to address those myriad items in a multi-faceted manner. Integral to the strategy is continued outreach and promotion of existing resources and opportunities. The proposed Economic Development Agent’s primary activities include:

- a. As identified in the ARP Act allowable uses of recovery funds, respond to negative economic impacts to businesses and industries with respect to COVID-19,
- b. Serve as information resource and program facilitator for diverse clientele needs, including existing businesses, entrepreneurs, and businesses considering starting, expanding, or relocating in Park County,
- c. Plan, implement, and evaluate educational programs and consultations on economic development,
- d. Develop alternative funding opportunities via partnerships, grants, and other strategies.

MSU Extension Park County proposes the City of Livingston and Park County fund a 1.0 FTE Economic Development Agent (see Appendix A). The proposed term is 24 months. At the end of the initial term, this agreement can be extended upon the mutual written consent of all partners.

**Budget**

This budget is the estimated cost of the position shared by the City of Livingston, Park County, and MSU Extension. Three options are provided for consideration.

MSUE will fund the costs of the search and relocation of the employee, and ongoing costs including the support of campus-based administration, IT, and specialists; supervision; and a portion of professional development. MSU Extension Park County will fund the initial cost of a computer and equipment and some office supplies.

**Contribution**

	1 Year	2 Years	3 Years
City of Livingston	\$40,000	\$80,000	\$120,000
Park County	\$40,000	\$80,000	\$120,000
MSUE	\$10,000	\$20,000	\$30,000
<b>Total Contribution</b>	<b>\$90,000</b>	<b>\$180,000</b>	<b>\$270,000</b>

**Budget**

	1 Year	2 Years	3 Years
Salary (up to \$60,000)	\$60,000	\$120,000	\$180,000
Benefits	\$23,800	\$47,600	\$71,400
Cell Phone	\$900	\$1,800	\$2,700
Equipment & Supplies	\$2,500	\$5,000	\$7,500
Training	\$2,000	\$4,000	\$6,000
Travel	\$800	\$1,600	\$2,400
<b>Total Expenses</b>	<b>\$90,000</b>	<b>\$180,000</b>	<b>\$270,000</b>

**File Attachments for Item:**

**C. DISCUSS/APPROVE/DENY: REQUEST FOR FUNDING FROM EDUCATIO, INDEPENDENT SCHOOL; FOR LANDSCAPING PROJECT LOCATED AT HRDC'S COTTAGES ON RESERVOIR ST.**





PLANT LIST FOR 13-A

KEY	QTY	PLANT (COMMON NAME- BOTANICAL NA SIZE)
TREES		
CA	1	Malus 'Radiant'- Radiant Crabapple 1.5', potted or B&B
RM	1	Rocky Mountain Juniper- Juniperus scopulorum 4'
SHRUBS		
KF	3	Karl Foerster Reedgrass- Calamagrostis 'Karl Foerste' 1 gallon
RS	1	Russian Sage- Perovskia atriplicifolia 1 gallon
SE	5	Coral Carpet Sedum- Sedum 'Coral Carpet' 4"

PLANT LIST FOR 13-B

KEY	QTY	PLANT (COMMON NAME- BOTANICAL NA SIZE)
TREES		
BC	1	Bristlecone Pine- Pinus aristata 4', potted or B&B
JL	1	Japanese Tree Lilac- Syringa reticulata 1.5', potted or B&B
SHRUBS		
WS	1	Western Sagebrush- Artemisia tridentata 2 gallon
DR	3	Dwarf Rubber Rabbitbrush- Chrysothamnus nauseos 1 gallon
PERENNIALS & GRASSES		
BO	1	Blue Oat Grass- Helictotrichon sempervirens 1 gallon
KF	5	Karl Foerster Reedgrass- Calamagrostis 'Karl Foerste' 1 gallon
SE	5	Coral Carpet Sedum- Sedum 'Coral Carpet' 4"

PLANT LIST FOR 14-A & G-14

KEY	QTY	PLANT (COMMON NAME- BOTANICAL NA SIZE)
TREES		
RM	1	Rocky Mountain Juniper- Juniperus scopulorum 4'
SHRUBS		
DR	4	Dwarf Rubber Rabbitbrush- Chrysothamnus nauseos 1 gallon
KD	5	Katherine Dykes Potentilla - Potentilla fruticosa 'Karl 3 gallon
PERENNIALS & GRASSES		
KF	5	Karl Foerster Reedgrass- Calamagrostis 'Karl Foerste' 1 gallon
SE	6	Coral Carpet Sedum- Sedum 'Coral Carpet' 4"

PLANT LIST FOR 14-B

KEY	QTY	PLANT (COMMON NAME- BOTANICAL NA SIZE)
TREES		
CA	1	Malus 'Radiant'- Radiant Crabapple 1.5', potted or B&B
JL	1	Japanese Tree Lilac- Syringa reticulata 1.5', potted or B&B
SHRUBS		
DR	3	Dwarf Rubber Rabbitbrush- Chrysothamnus nauseos 1 gallon
WS	1	Western Sagebrush- Artemisia tridentata 2 gallon
PERENNIALS & GRASSES		
KF	5	Karl Foerster Reedgrass- Calamagrostis 'Karl Foerste' 1 gallon
SE	5	Coral Carpet Sedum- Sedum 'Coral Carpet' 4"

PLANT LIST FOR 15-A & G-15

KEY	QTY	PLANT (COMMON NAME- BOTANICAL NA SIZE)
TREES		
RM	1	Rocky Mountain Juniper- Juniperus scopulorum 4'
JL	1	Japanese Tree Lilac- Syringa reticulata 1.5', potted or B&B
CR	1	Canada Red Cherry- Prunus virginiana 'Canada Red' multi-stem, 15 gallon potted
SHRUBS		
LI	1	Sensation Lilac- Syringa vulgaris 'Sensation' 5 gallon
PERENNIALS & GRASSES		
KF	3	Karl Foerster Reedgrass- Calamagrostis 'Karl Foerste' 1 gallon
RS	1	Russian Sage- Perovskia atriplicifolia 1 gallon
TH	3	Tufted Hairgrass- Deschampsia 'Northern Lights' 1 gallon
SE	12	Coral Carpet Sedum- Sedum 'Coral Carpet' 4"

PLANT LIST FOR 16-A & G-16

KEY	QTY	PLANT (COMMON NAME- BOTANICAL NA SIZE)
TREES		
CA	1	Malus 'Radiant'- Radiant Crabapple 1.5', potted or B&B
HL	1	Honeylocust - Gleditsia triacanthos 1.5', 20 gallon
RM	1	Rocky Mountain Juniper- Juniperus scopulorum 4'
SHRUBS		
KD	5	Katherine Dykes Potentilla - Potentilla fruticosa 'Karl 3 gallon
LI	1	Sensation Lilac- Syringa vulgaris 'Sensation' 5 gallon
PERENNIALS & GRASSES		
KF	6	Karl Foerster Reedgrass- Calamagrostis 'Karl Foerste' 1 gallon
SE	8	Coral Carpet Sedum- Sedum 'Coral Carpet' 4"

PLANT LIST FOR 17-A & G-17

KEY	QTY	PLANT (COMMON NAME- BOTANICAL NA SIZE)
TREES		
HL	1	Honeylocust - Gleditsia triacanthos 1.5', 20 gallon
SHRUBS		
LI	1	Sensation Lilac- Syringa vulgaris 'Sensation' 5 gallon
PERENNIALS & GRASSES		
KF	6	Karl Foerster Reedgrass- Calamagrostis 'Karl Foerste' 1 gallon
SE	8	Coral Carpet Sedum- Sedum 'Coral Carpet' 4"

PLANT LIST FOR 18-A & G-18

KEY	QTY	PLANT (COMMON NAME- BOTANICAL NA SIZE)
TREES		
JL	1	Japanese Tree Lilac- Syringa reticulata 1.5', potted or B&B
RM	1	Rocky Mountain Juniper- Juniperus scopulorum 4'
SHRUBS		
LI	1	Sensation Lilac- Syringa vulgaris 'Sensation' 5 gallon
PERENNIALS & GRASSES		
DR	3	Dwarf Rubber Rabbitbrush- Chrysothamnus nauseos 1 gallon
KF	5	Karl Foerster Reedgrass- Calamagrostis 'Karl Foerste' 1 gallon
SE	8	Coral Carpet Sedum- Sedum 'Coral Carpet' 4"
WS	1	Western Sagebrush- Artemisia tridentata 2 gallon

PLANT LIST FOR 19-A

KEY	QTY	PLANT (COMMON NAME- BOTANICAL NA SIZE)
TREES		
CR	1	Canada Red Cherry- Prunus virginiana 'Red Cherry' multi-stem, 15 gallon
HL	1	Honeylocust - Gleditsia triacanthos 1.5', 20 gallon
PERENNIALS & GRASSES		
KF	5	Karl Foerster Reedgrass- Calamagrostis 'Karl Foerste' 1 gallon
SE	6	Coral Carpet Sedum- Sedum 'Coral Carpet' 4"

PLANT LIST FOR 20-A

KEY	QTY	PLANT (COMMON NAME- BOTANICAL NA SIZE)
TREES		
CA	1	Malus 'Radiant'- Radiant Crabapple 1.5', potted or B&B
CR	1	Canada Red Cherry- Prunus virginiana 'Red Cherry' multi-stem, 15 gallon
SP	1	Picea pungens- Colorado Spruce 5', potted or B&B
SHRUBS		
KD	6	Katherine Dykes Potentilla - Potentilla fruticosa 'Karl 3 gallon
PERENNIALS & GRASSES		
KF	6	Karl Foerster Reedgrass- Calamagrostis 'Karl Foerste' 1 gallon
SE	6	Coral Carpet Sedum- Sedum 'Coral Carpet' 4"

LIST FOR 21-A

KEY	QTY	PLANT (COMMON NAME- BOTANICAL NA SIZE)
TREES		
CR	1	Canada Red Cherry- Prunus virginiana 'Red Cherry' multi-stem, 15 gallon
HL	1	Honeylocust - Gleditsia triacanthos 1.5', 20 gallon
RM	1	Rocky Mountain Juniper- Juniperus scopulorum 4'
SHRUBS		
CF	3	Goldfinger Potentilla- Potentilla fruticosa 'Goldfinger'

LIST FOR 22-A

KEY	QTY	PLANT (COMMON NAME- BOTANICAL NA SIZE)
TREES		
CA	1	Malus 'Radiant'- Radiant Crabapple 1.5', potted or B&B
CR	1	Canada Red Cherry- Prunus virginiana 'Red Cherry' multi-stem, 15 gallon
RM	1	Rocky Mountain Juniper- Juniperus scopulorum 4'
SHRUBS		
KD	3	Katherine Dykes Potentilla - Potentilla fruticosa 'Karl 3 gallon
PERENNIALS & GRASSES		
KF	5	Karl Foerster Reedgrass- Calamagrostis 'Karl Foerste' 1 gallon
SE	5	Coral Carpet Sedum- Sedum 'Coral Carpet' 4"

MATERIALS FOR ALL UNITS

- 60 yards of topsoil
- 5 yards of compost
- 27 tree staking kits
- 400' of deer caging
- Approx. 1500' steel or plastic edging
- Approx. 5000 sq. ft. of weed barrier fabric & staples
- 50 yard of 1" round, washed gravel
- 10 2x2' concrete pavers (stepping stones)
- Irrigation parts - quantities to be determined by irrigation contractor
- 100 lbs. Idaho Fescue seed (general rate of 3lbs/1000sq.ft.)
- 100 lbs of Dryland Lawn seed blend (general rate of 3lbs/1000sq.ft.)

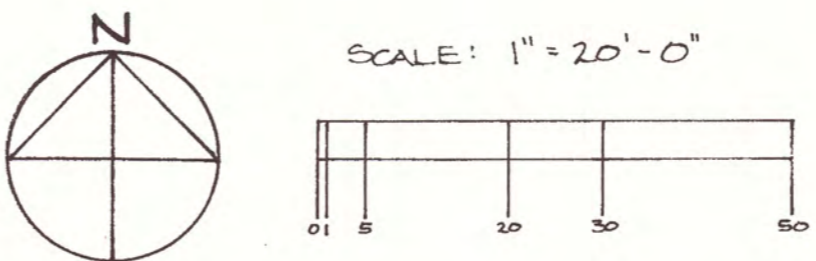
PROJECT INSTALLATION SPECIFICATIONS

- Seed and hydro-mulch all areas that will not be disturbed during landscape installation
- Locate all buried utility lines
- Ensure positive drainage is established around all units
- Lightly till compost and topsoil into new bed areas
- Install steel edging to define new beds, and areas of gravel
- Set stepping stones (as indicated on plan)
- Install weed barrier fabric in beds and other areas indicated on plan
- Install underground irrigation in lawn areas
- Designer to locate plant placement
- Backfill all new plants with clean topsoil and compost mixture
- Install drip irrigation to all new bedding plants
- Stake all trees with three stakes/straps
- Install bubblers to all trees in grass
- Apply 1" gravel mulch at a rate of 3" deep in all planting beds, and other areas indicated on plan
- Regrade areas disturbed during installation, remove rocks and spread any excess soil
- Use Arboguards on all deciduous trees in grass
- Seed and hydro-mulch all areas that have been disturbed during installation
- All deciduous trees and shrubs need to be protected from deer, October-April

LEGEND

- UG - Buried underground electrical line
- W- buried water line
- S- buried sewer line
- GAS- buried gas line
- G - garage
- A- cottage
- \* - student's initials

Line locations must be marked on-site prior to digging



HRDC LIVINGSTON COMMUNITY LAND TRUST  
The Cottages Landscape Design

Design by:  
Litchfield Landscape Designs in collaboration with  
Education Learning Studio  
406-233-9819  
design@litchfieldlandscapes.com

Issue Date : March 26, 2021  
Scale: 1" = 20'-0"

**LITCHFIELD LANDSCAPE DESIGNS**

P.O. Box 251, Livingston, MT 59047  
 design@litchfieldlandscapes.com  
 406-223-9819

**COST ESTIMATE FOR HRDC "THE COTTAGES"**

**PLANT LIST FOR 13-A**

QTY	PLANT (COMMON NAME- BOTANICAL NAME)	SIZE	UNIT PR.	SUBTTL.
<b>TREES</b>				
1	Malus 'Radiant'- Radiant Crabapple	1.5", potted or B&B	\$ 150.00	\$ 150.00
1	Rocky Mountain Juniper- Juniperus scopluorum	4'+	\$ 150.00	\$ 150.00
<b>GRASS &amp; PERENNIALS</b>				
3	Karl Foerster Reedgrass- Calamogrostis 'Karl Foerster'	1 gallon	\$ 10.00	\$ 30.00
1	Russian Sage- Perovskia atriplicifolia	1 gallon	\$ 12.00	\$ 12.00
5	Coral Carpet Sedum- Sedum 'Coral Carpet'	4"	\$ 6.00	\$ 30.00
<b>TOTAL FOR 13-A</b>				<b>\$ 372.00</b>

**PLANT LIST FOR 13-B**

<b>TREES</b>				
1	Bristlecone Pine- Pinus aristata	4', potted or B&B	\$ 250.00	\$ 250.00
1	Japanese Tree Lilac- Syringa reticulata	1.5", potted or B&B	\$ 150.00	\$ 150.00
<b>SHRUBS</b>				
1	Western Sagebrush- Artemisia tridentata	2 gallon	\$ 25.00	\$ 25.00
3	Dwarf Rubber Rabbitbrush- Chrysothamnus nauseosus nauseosus	1 gallon	\$ 20.00	\$ 60.00
<b>PERENNIALS &amp; GRASSES</b>				
1	Blue Oat Grass- Helictotrichon sempervirens	1 gallon	\$ 15.00	\$ 15.00
5	Karl Foerster Reedgrass- Calamogrostis 'Karl Foerster'	1 gallon	\$ 15.00	\$ 75.00
5	Coral Carpet Sedum- Sedum 'Coral Carpet'	4"	\$ 6.00	\$ 30.00
<b>TOTAL FOR 13-B</b>				<b>\$ 605.00</b>

**PLANT LIST FOR 14-A & G-14**

<b>TREES</b>				
1	Rocky Mountain Juniper- Juniperus scopluorum	4'+	\$ 200.00	\$ 200.00
<b>SHRUBS</b>				
4	Dwarf Rubber Rabbitbrush- Chrysothamnus nauseosus nauseosus	1 gallon	\$ 20.00	\$ 80.00
5	Katherine Dykes Potentilla - Potentilla fruticosa 'Katherine Dykes'	3 gallon	\$ 30.00	\$ 150.00
<b>PERENNIALS &amp; GRASSES</b>				
5	Karl Foerster Reedgrass- Calamogrostis 'Karl Foerster'	1 gallon	\$ 15.00	\$ 75.00
6	Coral Carpet Sedum- Sedum 'Coral Carpet'	4"	\$ 6.00	\$ 36.00
<b>TOTAL FOR 14-A &amp; G-14</b>				<b>\$ 541.00</b>

**PLANT LIST FOR 14-B**

<b>TREES</b>				
1	Malus 'Radiant'- Radiant Crabapple	1.5", potted or B&B	\$ 150.00	\$ 150.00
1	Japanese Tree Lilac- Syringa reticulata	1.5", potted or B&B	\$ 150.00	\$ 150.00
<b>SHRUBS</b>				
3	Dwarf Rubber Rabbitbrush- Chrysothamnus nauseosus nauseosus	1 gallon	\$ 20.00	\$ 60.00
1	Western Sagebrush- Artemisia tridentata	2 gallon	\$ 25.00	\$ 25.00
<b>PERENNIALS &amp; GRASSES</b>				
5	Karl Foerster Reedgrass- Calamogrostis 'Karl Foerster'	1 gallon	\$ 15.00	\$ 75.00
5	Coral Carpet Sedum- Sedum 'Coral Carpet'	4"	\$ 6.00	\$ 30.00
<b>TOTAL FOR 14-B</b>				<b>\$ 490.00</b>

**PLANT LIST FOR 15-A & G-15**

QTY	PLANT (COMMON NAME- BOTANICAL NAME)	SIZE	UNIT PR.	SUBTTL.
<b>TREES</b>				
1	Rocky Mountain Juniper- Juniperus scopluorum	4'+	\$ 200.00	\$ 200.00
1	Japanese Tree Lilac- Syringa reticulata	1.5", potted or B&B	\$ 150.00	\$ 150.00
1	Canada Red Cherry- Prunus virginiana 'Canada Red'	multi-stem, 15 gallon pott	\$ 150.00	\$ 150.00
<b>SHRUBS</b>				
1	Sensation Lilac- Syring vulgaris 'Sensation'	5 gallon	\$ 40.00	\$ 40.00
<b>PERENNIALS &amp; GRASSES</b>				
3	Karl Foerster Reedgrass- Calamograstis 'Karl Foerster'	1 gallon	\$ 15.00	\$ 45.00
1	Russian Sage- Perovskia atriplicifolia	1 gallon	\$ 12.00	\$ 12.00
3	Tufted Hairgrass- Deschampsia 'Northern Lights'	1 gallon	\$ 15.00	\$ 45.00
12	Coral Carpet Sedum- Sedum 'Coral Carpet'	4"	\$ 6.00	\$ 72.00
<b>TOTAL FOR 15-A &amp; G-15</b>				<b>\$ 714.00</b>

**PLANT LIST FOR 16- A & G-16**

<b>TREES</b>				
1	Malus 'Radiant'- Radiant Crabapple	1.5", potted or B&B	\$ 150.00	\$ 150.00
1	Honeylocust - Gleditsia triacanthos	1.5", 20 gallon	\$ 150.00	\$ 150.00
1	Rocky Mountain Juniper- Juniperus scopluorum	4'+	\$ 200.00	\$ 200.00
<b>SHRUBS</b>				
5	Katherine Dykes Potentilla - Potentilla fruticosa 'Katherine Dykes'	3 gallon	\$ 40.00	\$ 200.00
1	Sensation Lilac- Syring vulgaris 'Sensation'	5 gallon	\$ 30.00	\$ 30.00
<b>PERENNIALS &amp; GRASSES</b>				
6	Karl Foerster Reedgrass- Calamograstis 'Karl Foerster'	1 gallon	\$ 15.00	\$ 90.00
8	Coral Carpet Sedum- Sedum 'Coral Carpet'	4"	\$ 6.00	\$ 48.00
<b>TOTAL FOR 16-A &amp; G-16</b>				<b>\$ 868.00</b>

**PLANT LIST FOR 17-A & G-17**

<b>TREES</b>				
1	Honeylocust - Gleditsia triacanthos	1.5", 20 gallon	\$ 150.00	\$ 150.00
<b>SHRUBS</b>				
1	Sensation Lilac- Syring vulgaris 'Sensation'	5 gallon	\$ 40.00	\$ 40.00
<b>PERENNIALS &amp; GRASSES</b>				
6	Karl Foerster Reedgrass- Calamograstis 'Karl Foerster'	1 gallon	\$ 15.00	\$ 90.00
8	Coral Carpet Sedum- Sedum 'Coral Carpet'	4"	\$ 6.00	\$ 48.00
<b>TOTAL FOR 17-A &amp; G-17</b>				<b>\$ 328.00</b>

**PLANT LIST FOR 18-A & G-18**

<b>TREES</b>				
1	Japanese Tree Lilac- Syringa reticulata	1.5", potted or B&B	\$ 150.00	\$ 150.00
1	Rocky Mountain Juniper- Juniperus scopluorum	4'+	\$ 200.00	\$ 200.00
<b>SHRUBS</b>				
1	Sensation Lilac- Syring vulgaris 'Sensation'	5 gallon	\$ 40.00	\$ 40.00
<b>PERENNIALS &amp; GRASSES</b>				
3	Dwarf Rubber Rabbitbrush- Chrysothamnus nauseosus nauseosus	1 gallon	\$ 20.00	\$ 60.00
5	Karl Foerster Reedgrass- Calamograstis 'Karl Foerster'	1 gallon	\$ 15.00	\$ 75.00
8	Coral Carpet Sedum- Sedum 'Coral Carpet'	4"	\$ 6.00	\$ 48.00
1	Western Sagebrush- Artemisia tridentata	2 gallon	\$ 25.00	\$ 25.00
<b>TOTAL FOR 18-A &amp; G-18</b>				<b>\$ 598.00</b>

**PLANT LIST FOR 19-A**

<b>QTY</b>	<b>PLANT (COMMON NAME- BOTANICAL NAME)</b>	<b>SIZE</b>			
<b>TREES</b>					
1	Canada Red Cherry- Prunus virginia 'Red Cherry'	multi-stem, 15 gallon	\$	150.00	\$ 150.00
1	Honeylocust - Gleditsia triacanthos	1.5", 20 gallon	\$	150.00	\$ 150.00
<b>PERENNIALS &amp; GRASSES</b>					
5	Karl Foerster Reedgrass- Calamogrostis 'Karl Foerster'	1 gallon	\$	15.00	\$ 75.00
6	Coral Carpet Sedum- Sedum 'Coral Carpet'	4"	\$	6.00	\$ 36.00
<b>TOTAL FOR 19-A</b>				<b>\$</b>	<b>411.00</b>

**PLANT LIST FOR 20-A**

<b>TREES</b>					
1	Malus 'Radiant'- Radiant Crabapple	1.5", potted or B&B	\$	150.00	\$ 150.00
1	Canada Red Cherry- Prunus virginia 'Red Cherry'	multi-stem, 15 gallon	\$	150.00	\$ 150.00
1	Picea pungens- Colorado Spruce	5', potted or B&B	\$	200.00	\$ 200.00
<b>SHRUBS</b>					
6	Katherine Dykes Potentilla - Potentilla fruticosa 'Katherine Dykes'	3 gallon	\$	30.00	\$ 180.00
<b>PERENNIALS &amp; GRASSES</b>					
6	Karl Foerster Reedgrass- Calamogrostis 'Karl Foerster'	1 gallon	\$	15.00	\$ 90.00
6	Coral Carpet Sedum- Sedum 'Coral Carpet'	4"	\$	6.00	\$ 36.00
<b>TOTAL FOR LIST 20-A</b>				<b>\$</b>	<b>806.00</b>

**PLANT LIST FOR 21- A**

<b>TREES</b>					
1	Canada Red Cherry- Prunus virginia 'Red Cherry'	multi-stem, 15 gallon	\$	150.00	\$ 150.00
1	Honeylocust - Gleditsia triacanthos	1.5", 20 gallon	\$	150.00	\$ 150.00
1	Rocky Mountain Juniper- Juniperus scopluorum	4'+	\$	200.00	\$ 200.00
<b>SHRUBS</b>					
3	Goldfinger Potentilla- Potentilla fruticosa 'Goldfinger'	3 gallon	\$	30.00	\$ 90.00
<b>TOTAL FOR 21-A</b>				<b>\$</b>	<b>590.00</b>

**LIST FOR 22-A**

<b>TREES</b>					
1	Malus 'Radiant'- Radiant Crabapple	1.5", potted or B&B	\$	150.00	\$ 150.00
1	Canada Red Cherry- Prunus virginia 'Red Cherry'	multi-stem, 15 gallon	\$	150.00	\$ 150.00
1	Rocky Mountain Juniper- Juniperus scopluorum	4'+	\$	200.00	\$ 200.00
<b>SHRUBS</b>					
3	Katherine Dykes Potentilla - Potentilla fruticosa 'Katherine Dykes'	3 gallon	\$	30.00	\$ 90.00
<b>PERENNIALS &amp; GRASSES</b>					
5	Karl Foerster Reedgrass- Calamogrostis 'Karl Foerster'	1 gallon	\$	15.00	\$ 75.00
5	Coral Carpet Sedum- Sedum 'Coral Carpet'	4"	\$	6.00	\$ 30.00
<b>TOTAL FOR 22-A</b>				<b>\$</b>	<b>695.00</b>

<b>TOTAL AMOUNT FOR ALL PLANTS</b>				<b>\$</b>	<b>7,018.00</b>
------------------------------------	--	--	--	-----------	-----------------

**MATERIALS FOR ALL UNITS**

QTY		UNIT	UNIT PR	SUBTTL.
60	topsoil (delivered price)	yard	\$ 30.00	\$ 1,800.00
5	compost	yard	\$ 35.00	\$ 175.00
27	tree staking kits	3 each kit	\$ 20.00	\$ 540.00
4	deer caging	roll	\$ 100.00	\$ 400.00
1500	1500' steel or plastic edging	ft	\$ 2.00	\$ 3,000.00
5000	5000 sq. ft. of weed barrier fabric & staples	sq. ft	\$ 0.20	\$ 1,000.00
50	1" round, washed gravel (delivered)	yard	\$ 20.00	\$ 1,000.00
10	2'x2' concrete pavers (stepping stones)	each	\$ 25.00	\$ 250.00
0	Irrigation parts - quantities to be determined by irrigation contractor	sum	\$ -	\$ -
100	Idaho Fescue seed (general rate of 3lbs/1000sq.ft.)	lbs	\$ 10.00	\$ 1,000.00
100	Dryland Lawn seed blend(general rate of 3lbs/1000sq.ft.)	lbs	\$ 10.00	\$ 1,000.00
<b>TOTAL AMOUNT FOR MATERIALS (Irrigation and fence panels not included)</b>				<b>\$ 10,165.00</b>

**TOTAL FOR PLANTS & MATERIALS**

**LABOR (50% of P&M)**

**\$ 17,183.00**  
**\$ 8,591.50**

**TOTAL PROJECT ESTIMATE**

(\*\* prices are based on average rates- costs will vary\*\*)

**\$ 25,774.50**

Irrigation and fencing will be an approximate, additional \$25K

**PROJECT INSTALLATION SPECIFICATIONS**

- Seed and hydro-mulch all areas that will not be disturbed during landscape installation
- Locate all buried utility lines
- Ensure positive drainage is established around all units
- Lightly till compost and topsoil into new bed areas
- Install steel edging to define new beds, and areas of gravel
- Set stepping stones (as indicated on plan)
- Install weed barrier fabric in beds and other areas indicated on plan
- Install underground irrigation in lawn areas
- Designer to locate plant placement
- Backfill all new plants with clean topsoil and compost mixture
- Install drip irrigation to all new bedding plants
- Stake all trees with three stakes/straps
- Install bubblers to all trees in grass
- Apply 1" gravel mulch at a rate of 3" deep in all planting beds, and other areas indicated on plan
- Regrade areas disturbed during installation, remove rocks and spread any excess soil
- Use Arborguards on all deciduous trees in grass
- Seed and hydro-mulch all areas that have been disturbed during installation
- All deciduous trees and shrubs need to be protected from deer, October-April

**File Attachments for Item:**

. May 2021 Calender

# May 2021

**Departments**  
 - Any -

**Boards and Commissions**  
 - Any -

Sun	Mon	Tue	Wed	Thu	Fri	Sat
25	26	27	28	29	30	1
2	3	4	5	6	7	8
		City Commission Meeting 5:30pm				
9	10	11	12	13	14	15
		City Zoning Commission Meeting 5:30pm	City Conservation Board Meeting 5:00pm	City Commission Closed Session 5:30pm		
16	17	18	19	20	21	22
		City Commission Meeting 5:30pm	City Planning Board Meeting 5:30pm	City Tree Board Meeting 12:00pm		
			Sister City Committee Meeting 7:00pm			
23	24	25	26	27	28	29
			Parks and Trails Committee Meeting 6:00pm			
30	31	1	2	3	4	5
	Memorial Day- City Offices and Facilities Closed (All day)					

**File Attachments for Item:**

**. RECRUITMENT ANNOUNCEMENTS**



**NOW RECRUITING FOR THE  
LIVINGSTON TOURISM BUSINESS IMPROVEMENT DISTRICT BOARD**

The City is recruiting to fill three vacancies on the Livingston Tourism Business Improvement Board (TBID), to serve a (4) four-year term.

Per the [by-laws](#), the vacancy is to be filled by lodging property owners or persons appointed to represent property owners, who own parcels within the boundaries of the TBID. Applicants must be a U.S. citizen who is at least 18 years of age, a qualified elector, a resident of the County and State for at least 30 days and a City of Livingston resident who is a non-felon and of sound mind.

The application deadline is May 7th, 2021 with the appointment anticipated to occur on June 1st, 2021, during the regular meeting of the City Commission.

For more information visit [info@explorelivingstonmt.com](mailto:info@explorelivingstonmt.com) or to apply visit [www.livingstonmontana.org](http://www.livingstonmontana.org).

For questions about this or any other board vacancy, call Faith Kinnick at (406) 823-6002.

Please publish April 13, 2021, April 23, 2021.

Faith Kinnick  
City of Livingston  
April 9, 2021

**PUBLIC NOTICE**

**NOTICE** of Application for Air Quality Permit (pursuant to Section 75-2-211, MCA, and ARM Title 17, Chapter 8, Subchapter 6, Open Burning), **LIVINGSTON FIRE AND RESCUE** has filed on or about **APRIL 12, 2021**, an application for a conditional air quality firefighter training burning permit from the Air, Energy & Mining Division of the Montana Department of Environmental Quality (Department). Applicant(s) seeks approval of its/their application to conduct firefighter training exercises which may include the burning of **GRASSLANDS AT SCENIC TRAIL BETWEEN SKY VIEW TRAIL AND NORTH 9<sup>TH</sup> STREET NORTH OF BITTERROOT STREET (LIVINGSTON SCHOOL DISTRICT PROPERTY)**.

Any member of the public with questions or who wishes to receive notice of the Department’s determination, and the location where a copy of the application and the Department’s analysis of it can be reviewed, or to submit comments on the application, must contact the Department at DEQ- Air Quality Bureau, P.O. Box 200901, Helena, MT 59620-0901.

Any comments on the application must be submitted within 20 days after publication of this notice or filing of the application, whichever is later. Our decision to approve or deny any application from conditional open burning permit may be reviewed by the Board of Environmental Review (Board) according to the following procedure:

When we approve or deny the application for a conditional open burning permit under this section, a person who is jointly or severally adversely affected by our decision may request, within 15 days after the decision, upon affidavit setting forth the grounds therefor, a hearing before the Board. A hearing shall be held under the provisions of the Montana Administrative Procedures Act.

Our decision on the application is not final unless 15 days have elapsed and there is no request for a hearing under this section. The filing of a request for a hearing postpones the effective date of the decision until the conclusion of the hearing and issuance of a final decision by the Board.

Please publish Tuesday, April 20, 2021.

Faith Kinnick  
City of Livingston  
April 12, 2021

**VOLUNTEER RECRUITMENT FOR THE  
LIVINGSTON URBAN RENEWAL AGENCY COMMITTEE**

The City is looking for three (3) talented individuals who possess a strong financial background to serve on the Urban Renewal Agency Committee (URA). If you can contribute your time, thoughtfulness, one evening a month and are interested in serving your community, this may be the board for you. To qualify for the URA individuals must be: U.S. citizen who is at least 18 years of age, a qualified elector, a resident of the City and State for at least 30 days, a non-felon, and of sound mind. Current members are encouraged to re-apply. Applications will be accepted through 5:00 p.m. May 7, 2021. The appointment is for a 4-year term per MCA, and anticipated to occur during the May 18, 2021, City Commission meeting. More information and applications are available at [www.livingstonmontana.org](http://www.livingstonmontana.org) or in-person at 414 E. Callender St. Livingston. If you have questions about this board opening call Faith Kinnick at (406) 823-6002.

Please publish April 2, April 16, and April 30, 2021.

Faith Kinnick  
City of Livingston  
Dated: April 2, 2021

**File Attachments for Item:**

**. TREE CITY USA 2020 AWARD**

Livingston City Manager Michael Kardoes  
414 East Callender Street  
Livingston, MT 59047

Dear Tree City USA Supporter,

On behalf of the Arbor Day Foundation, I write to congratulate Livingston on earning recognition as a 2020 Tree City USA. Residents of Livingston should be proud to live in a community that makes the planting and care of trees a priority.

Livingston is one of more than 3,600 Tree City USA communities, with a combined population of 155 million. The Tree City USA program is sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service and the National Association of State Foresters.

If ever there was a time for trees, now is that time. Communities worldwide are facing issues with air quality, water resources, personal health and well-being, and energy use. Livingston is stepping up to do its part. As a result of your commitment to effective urban forest management, you are helping to provide a solution to these challenges.

We hope you are excited to share this accomplishment. Enclosed in this packet is a press release for your convenience as you prepare to contact local media and the public.

State foresters coordinate the presentation of the Tree City USA recognition materials. We will forward information about your awards to your state forester's office to facilitate presentation. It would be especially appropriate to make the Tree City USA award a part of your community's Arbor Day ceremony.

Again, we celebrate your commitment to the people and trees of Livingston and thank you for helping to create a healthier planet for all of us.

Best Regards,



Dan Lambe  
President

cc: Eric Schneider

enclosure

FOR IMMEDIATE RELEASE:

### **Arbor Day Foundation Names Livingston Tree City USA®**

**Lincoln, Neb. (March 15, 2021)** Livingston, Montana, was named a 2020 Tree City USA® by the Arbor Day Foundation in honor of its commitment to effective urban forest management.

Livingston achieved Tree City USA recognition by meeting the program's four requirements: a tree board or department, a tree care ordinance, an annual community forestry budget of at least \$2 per capita and an Arbor Day observance and proclamation.

“Tree City USA communities see the impact an urban forest has in a community first hand,” said Dan Lambe, president of the Arbor Day Foundation. “The trees being planted and cared for by Livingston are ensuring that generations to come will enjoy to a better quality of life. Additionally, participation in this program brings residents together and creates a sense of civic pride, whether it's through volunteer engagement or public education.”

If ever there was a time for trees, now is that time. Communities worldwide are facing issues with air quality, water resources, personal health and well-being, energy use, and protection from extreme heat and flooding. The Arbor Day Foundation recently launched the *Time for Trees* initiative to address these issues, with unprecedented goals of planting 100 million trees in forests and communities and inspiring 5 million tree planters by 2022. With Tree City USA recognition, Livingston has demonstrated a commitment to effective urban forest management and doing its part to help address these challenges for Livingston residents now and in the future.

More information on the program is available at [arborday.org/TreeCityUSA](https://arborday.org/TreeCityUSA).

**About the Arbor Day Foundation:** The Arbor Day Foundation is a million member nonprofit conservation and education organization with the mission to inspire people to plant, nurture, and celebrate trees. More information is available at [arborday.org](https://arborday.org).