



City of Livingston Commission Agenda

May 01, 2018

6:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Public Comments

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).

6. Consent Items

A. CONSENT - Approve minutes from regular 4.17.18 City Commission meeting Page 5

B. CONSENT - Approve Bills and Claims Page 8

C. CONSENT - Approve application of Debbie Perryman to the Livingston Tree Board Page 21

D. CONSENT - Approve application of Katherine Bornemann to the Livingston Business Improvement District (LBID) Page 23

E. CONSENT - Approve request of Otsie Stowell for special parking space Page 25

7. Proclamations

8. Scheduled Public Comment

A. SCHEDULED PUBLIC COMMENT - Paul Reichert from Prospera Page 34

B. SCHEDULED PUBLIC COMMENT - Leslie Feigel from Livingston Chamber of Commerce

9. Public Hearings

A. ORDINANCE NO. 2069 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE CITY'S SUBDIVISION REGULATIONS AS ADOPTED BY ORDINANCE 1982 AND CODIFIED IN CHAPTER 28 OF THE LIVINGSTON MUNICIPAL CODE, BY MODIFYING THE PARKLAND DEDICATION REQUIREMENTS.

Page 38

10. Ordinances

11. Resolutions

A. RESOLUTION NO. 4789 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN FEDERAL AVIATION ADMINISTRATION (FAA) GRANT APPLICATION FOR FEDERAL ASSISTANCE - SF424 - (PLANNING PROJECTS) DESIGNATED FOR MISSION FIELD AIRPORT IMPROVEMENT PROGRAM.

Page 44

- B. RESOLUTION NO. 4790- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED TO EXECUTE THE CITY MANAGER'S RECOMMENDATION FOR CHANGE ORDER #1 FOR THE 2018 CAPITAL IMPROVEMENT PROJECT ON MAIN, CALLENDER AND LEWIS STREETS FOR THE GENERAL SERVICES CONTRACT BETWEEN THE CITY OF LIVINGSTON AND COP CONTRUCTION. Page 87**

12. Action Items

- A. DISCUSS/APPROVE/DENY - Application of Julia Barton for property abandonment Page 96**
- B. DISCUSS/APPROVE/DENY - Northtown Development Conditional Approval Page 114**

13. City Manager Comment

14. City Commission Comments

15. Adjournment

Calendar of Events

April 26, 2018 - 5:30 -7:30 p.m. - City Commission general budget meeting, Community Room, City/County Complex

April 28, 2018 - 8:30 - 10:00 a.m. - Breakfast with the Commissioners, Livingston Food Resource Center, 202 South 2nd Street

April 28, 2018 - 4:30 p.m. - Guns & Hoses annual basketball game, Civic Center

May 1, 2018 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex

May 8, 2018 - National Teachers Day

May 8, 2018 - 3:30 p.m. - Historic Preservation regular meeting, Community Room, City/County Complex

May 8, 2018 - 7:00 p.m.- Board of Adjustments regular meeting, Community Room, City/County Complex

May 15, 2018 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex

May 16, 2018 - 8:00 a.m. -City Commission Strategic Planning follow up meeting, Community Room, City/County Complex

May 16, 2018 - 4:00 p.m. - Livingston Park County Regular meeting, Library - 228 West Callender St.

May 16, 2018 - 5:30 p.m. - Planning Board regular meeting, Community Room, City/County Complex

Supplemental Material

Supplemental - Thank you note from Leadership 49

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.

Backup material for agenda item:

- A. CONSENT - Approve minutes from regular 4.17.18 City Commission meeting**

**LIVINGSTON CITY COMMISSION
MINUTES**

April 17, 2018

6:30 p.m.

City- County Complex, Community Room

1. Call to Order

2. Roll Call

- Hoglund, Schwarz, Friedman, Sandberg and Mabie were present.

3. Moment of Silence

4. Pledge of allegiance

5. Scheduled Public Comment

- Jim Baerg made comments (00:03:24)
- Colleen Ferris made comments (00:08:30)
- Ken Decker made comments (00:10:20)
- Joan Kresich made comments (00:11:03)
- Don Platek made comments (00:12:51)

6. Consent Items (00:14:50)

- A. CONSENT - Approve minutes from regular 4.3.18 City Commission meeting**
- B. CONSENT - Approve Bills and Claims**
- C. CONSENT - Approve application of Marjorie Shinn for City-County Board of Health**

- Friedman made a motion to approve Consent Items A-C. Schwarz seconded.
 - All in favor, motion passed 5-0.

7. Proclamations

- A. Arbor Day Proclamation (00:15:20)**

8. Scheduled Public Comment

- A. SCHEDULED PUBLIC COMMENT - Alecia Jongeward from Park High regarding April 19 "Afternoon of Service" (00:17:30)**

9. Public Hearings

10. Ordinances

A. ORDINANCE NO. 2069 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE CITY'S SUBDIVISION REGULATIONS AS ADOPTED BY ORDINANCE 1982 AND CODIFIED IN CHAPTER 28 OF THE LIVINGSTON MUNICIPAL CODE, BY MODIFYING THE PARKLAND DEDICATION REQUIREMENTS. (00:21:31)

- Jim Baerg made comments (00:22:49)
- Schwarz made a motion to pass Ordinance 2069. Friedman seconded.
 - All in favor, motion passed 5-0.

11. Resolutions

A. RESOLUTION NO. 4788 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A SOFTWARE LICENSE AGREEMENT WITH LAW ENFORCEMENT SUPPORT SERVICES, INC. ("LESS, INC.") INTENDED TO BE USED BY LAW ENFORCEMENT AGENCIES TO ASSIST IN DRAFTING AND OBTAINING SEARCH WARRANTS AND OTHER DOCUMENTS. (00:25:25)

- Mabie made a motion to pass Resolution No. 4788. Sandberg seconded.
 - All in favor, motion passed 5-0.

12. Action Items

A. DISCUSS/APPROVE/DENY - Request from Habitat for Humanity for various fee waivers. (00:31:01)

- Schwarz made a motion to approve Action Item A. Friedman seconded.
 - All in favor, motion passed 5-0.

B. DISCUSS/APPROVE/DENY - Joe Brooks Chapter of Trout Unlimited request for fee waiver for solid waste for river clean up (00:36:36)

- Friedman made a motion to approve Action Item B. Sandberg seconded.
 - All in favor, motion passed 5-0.

13. City Manager Comment (00:38:58).

14. City Commission Comments

- Commissioner Sandberg made comments(00:44:20)
- Commissioner Schwarz made comments (00:59:12)
- Commissioner Hogle made comments (01:01:15)

15. Adjournment (01:05:12) 7:35 p.m.

Backup material for agenda item:

B. CONSENT - Approve Bills and Claims

04/24/18
09:37:58

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 1 of 8
Report ID: AP100

For doc #s from 35399 to 35499, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35399	86135S	2466 UNDEM, TOBY		60.00					
1	549798	04/03/18 Dispatch Courtesy Phone		60.00			2300 132 420160	360	101000
35400	86110S	3455 INDUSTRIAL COMM & ELEC OF		25.00					
1	31018	03/27/18 Dispatch Light Bulbs		25.00			2300 132 420160	231	101000
35401	86106S	3691 FOWLE, CRIS		136.25					
1	17-18	03/12/18 Travel Reimbursement		136.25			2300 132 420160	380	101000
35402	86100S	162 CENTURYLINK		138.84					
2	5606	04/04/18 Utility Billing		18.59			5210 502 430520	343	101000
3	5606	04/04/18 Utility Billing		18.59			5310 503 430620	343	101000
4	5606	04/04/18 Utility Billing		18.59			5410 504 430820	343	101000
9	4903	04/04/18 Planning Dept.		83.07*			1000 106 411030	343	101000
35403	86118S	1658 KONE INC.		305.38					
1	949881670	04/01/18 37% Elevator Maint 04/18-06		305.38*			1000 121 411230	360	101000
35404	86116S	776 KENYON NOBLE		9.99					
1	6434998	03/11/18 Titebond Glue		9.99			1000 141 420400	220	101000
35405	86128S	999999 REID, MARYANN		17.60					
1	10141	04/11/18 Overpayment Account 00010141		17.60			5210 343021		101000
35406	86096S	402 ALPINE ELECTRONICS RADIO SHACK		47.96					
1	10247047	04/11/18 USB Flash Drives		47.96			1000 123 411700	211	101000
35407	86130S	3645 SLEEPING GIANT ANIMAL CLINIC		230.71					
1	7384	03/19/18 Vet visit and Meds		230.71			1000 131 420100	350	101000
35408	86097S	2662 BOUND TREE MEDICAL, LLC		289.31					
1	82833273	04/10/18 Patient Supplies		214.33			5510 142 420730	235	101000
2	82833274	04/10/18 Patient Supplies		74.98			5510 142 420730	235	101000
35409	86098S	23 CARQUEST AUTO PARTS		30.13					
1	1912406531	04/07/18 Station Supplies		30.13*			5510 142 420730	220	101000
35410	86115S	1390 KEN'S EQUIPMENT REPAIR, INC		374.00					
1	50773	03/16/18 M4 Repair		140.00*			5510 142 420730	232	101000
2	50774	03/16/18 M4 Oil Change		234.00*			5510 142 420730	232	101000

04/24/18
09:37:58

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 2 of 9
Report ID: AP100

For doc #s from 35399 to 35499, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35411	86115S	1390 KEN'S EQUIPMENT REPAIR, INC		1,802.54					
1	50695	03/14/18 M2 Repair		1,802.54*			5510 142 420730	232	101000
35412	86134S	3780 TARGETSOLUTIONS LEARNING LLC		3,523.44					
1	25492	03/31/18 Target Solutions Training		1,761.72			1000 141 420400	380	101000
2	25492	03/31/18 Target Solutions Training		1,761.72			5510 142 420730	380	101000
35413	86117S	2863 KIMBALL MIDWEST		180.57					
1	6254336	04/02/18 Supplies		180.57			2500 151 430240	231	101000
35414	86119S	2830 LEHRKIND'S COCA-COLA		24.75					
1	1518135	04/11/18 Water		24.75*			5410 504 430830	231	101000
35415	86098S	23 CARQUEST AUTO PARTS		27.02					
1	1912406388	04/05/18 Oil Filter		27.02*			2500 151 430240	232	101000
35416	86133S	3353 STORY DISTRIBUTING		1,438.96					
1	80225	04/10/18 Diesel 585g		1,413.36*			1000 123 411700	236	101000
2	80225	04/10/18 Additive 32 oz		25.60*			1000 123 411700	236	101000
35417	86104S	3514 DC FROST ASSOCIATES, INC		2,978.05					
1	20493	04/02/18 Parts		2,978.05*			5310 503 430640	230	101000
35418	86115S	1390 KEN'S EQUIPMENT REPAIR, INC		1,372.15					
1	50787	03/29/18 G2 Repairs		743.00			5410 504 430830	362	101000
2	50674	03/12/18 G1 Mirror		145.30			5410 504 430830	232	101000
3	50789	03/29/18 Yellow Dump		241.75			2500 151 430240	362	101000
4	50713	03/16/18 Street Grader		242.10			2500 151 430240	362	101000
35419	86120S	26 LIVINGSTON ACE HARDWARE -		32.99					
1	C57208	04/06/18 Hammer Rip 22oz		32.99			2500 151 430240	231	101000
35420	86101S	3440 CHARTER COMMUNICATIONS		885.12					
1	0179878	04/04/18 PW internet		354.05*			1000 122 411300	346	101000
2	0179878	04/04/18 PW internet		132.77*			2500 151 430220	346	101000
3	0179878	04/04/18 PW internet		132.77*			5210 502 430510	346	101000
4	0179878	04/04/18 PW internet		132.77*			5310 503 430610	346	101000
5	0179878	04/04/18 PW internet		132.76*			5410 504 430820	346	101000

04/24/18
09:37:58

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 3 of 3
Report ID: AP100

For doc #s from 35399 to 35499, Operating Cash
* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
35421	86131S 1718 SOLID WASTE SYSTEMS, INC.	109.07							
1	0104367 04/05/18 G2 Truck	109.07			5410 504 430830	232		101000	
35422	86122S 3184 MASTERCARD	12,415.78							
1	Grady 03/01/18 Gateway	25.00			2220 201 460100	210		101000	
2	Grady 03/01/18 Riverside Hardware	25.77			2220 201 460100	210		101000	
3	Grady 03/05/18 USPS Postage	100.00			2220 201 460100	310		101000	
4	Grady 03/14/18 Stamps.com	15.99			2220 201 460100	310		101000	
5	Grady 03/17/18 Amazon	5.45			2220 201 460100	210		101000	
6	Grady 03/19/18 Montana Library	100.00			2220 201 460100	380		101000	
7	Grady 03/19/18 Montana Library	650.00			2220 201 460100	380		101000	
8	Grady 03/20/18 Riverside hardware	10.98			2220 201 460100	210		101000	
9	Grady 03/26/18 USPS Postage	100.00			2220 201 460100	310		101000	
10	Grady 03/31/18 Amazon	39.99			2220 201 460100	210		101000	
11	Lowy 03/06/18 Mustang	56.38*			1000 109 410450	370		101000	
12	Lowy 03/09/18 Getsling.com	12.25			1000 109 410450	255		101000	
13	Lowy 03/10/18 Murdoch's	25.93			1000 109 460449	220		101000	
14	Lowy 03/13/18 Wristbands	669.87*			1000 109 460449	226		101000	
15	Lowy 03/14/18 Inkhead	592.06*			1000 109 460449	226		101000	
16	Lowy 03/23/18 Albertsons	43.28			1000 109 460449	370		101000	
17	Lowy 03/23/18 Pizza Hut	121.13			1000 109 460449	370		101000	
18	Singer 03/09/18 Amazon Prime Membership	99.00			1000 123 411700	211		101000	
19	Singer 03/22/18 Town & Country	58.34			1000 123 411700	211		101000	
20	Hoffman 03/29/18 Amazon	222.96			1000 123 411700	212		101000	
21	Johanson 03/02/18 Matt's Butcher Shop	26.20			5310 503 430640	370		101000	
22	Johanson 03/03/18 Staples	6.78			5310 503 430610	210		101000	
23	Johanson 03/03/18 Staples	4.89			1000 155 430100	220		101000	
24	Johanson 03/03/18 Staples	4.89			2500 151 430220	200		101000	
25	Johanson 03/03/18 Staples	4.89			5210 502 430510	220		101000	
26	Johanson 03/03/18 Staples	4.90			5310 503 430610	210		101000	
27	Johanson 03/03/18 Staples	4.90			5410 504 430810	210		101000	
28	Johanson 03/12/18 Full Source	77.82			1000 155 430950	148		101000	
29	Johanson 03/12/18 Full Source	90.79			2500 151 430240	148		101000	
30	Johanson 03/12/18 Full Source	64.85			5210 502 430515	148		101000	
31	Johanson 03/12/18 Full Source	64.85			5310 503 430625	148		101000	
32	Johanson 03/12/18 Full Source	64.85			5310 503 430640	148		101000	
33	Johanson 03/12/18 Full Source	103.76			5410 504 430830	148		101000	
34	Johanson 03/21/18 Google	29.99			5310 503 430610	210		101000	
35	Johanson 03/21/18 Staples	19.53			5210 502 430510	220		101000	
36	Johanson 03/22/18 The Knox Company	67.00			1000 155 430100	220		101000	
37	Johanson 03/22/18 The Knox Company	67.00			2500 151 430220	200		101000	
38	Johanson 03/22/18 The Knox Company	67.00			5210 502 430520	924		101000	
39	Johanson 03/22/18 The Knox Company	67.00			5310 503 430620	220		101000	
40	Johanson 03/22/18 The Knox Company	67.00			5410 504 430820	220		101000	

04/24/18
09:37:58

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 4 of 11
Report ID: AP100

For doc #s from 35399 to 35499, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
41		Johanson 03/22/18	The Knox Company	335.00			1000 109 460449	220	101000
42		Johanson 03/27/18	Mutt Mitt	1,041.38*			1000 154 440640	220	101000
43		Johanson 03/27/18	Credit - Staples	-13.02			5210 502 430510	220	101000
44		Johanson 03/29/18	Amazon	26.04			5210 502 430510	220	101000
45		Fetterhoff 03/06/18	Stamps.com	24.99			1000 123 411700	310	101000
46		Fetterhoff 03/16/18	Stamps.com	57.80			1000 123 411700	310	101000
47		Fetterhoff 03/16/18	Stamps.com	57.80			1000 123 411700	310	101000
48		Fetterhoff 03/15/18	USPS Postage	100.00			1000 123 411700	310	101000
49		Fetterhoff 03/15/18	Town & Country	41.58			1000 104 410550	370	101000
50		Fetterhoff 03/24/18	Fedex	29.88			1000 123 411700	310	101000
51		Fetterhoff 03/28/18	Government Finance Off	25.00*			1000 104 410540	370	101000
52		Whitman 03/27/18	Meetings Northwest	225.00			5310 503 430640	380	101000
53		Tarr 03/13/18	Amazon	41.95*			1000 109 460449	226	101000
54		Tarr 03/30/18	Amazon	13.29			1000 109 460449	220	101000
55		Porteen 03/29/18	State Driver Vehicle Records	12.00			1000 107 411100	200	101000
56		Schneider 03/02/18	Kenyon Noble	192.96			1000 155 460430	231	101000
57		Schneider 03/02/18	Intermountain Wood	590.03			1000 155 460430	231	101000
58		Schneider 03/09/18	MT Gov Online	35.00			1000 155 460445	361	101000
59		Schneider 03/09/18	MT Gov Online	35.00			1000 155 460445	361	101000
60		Schneider 03/13/18	MSU Northern	50.00			1000 155 430950	380	101000
61		MacInnes 03/07/18	Badge & Name Tag	71.65			1000 141 420400	220	101000
62		MacInnes 03/09/18	Medwrite	3,879.52*			5510 142 420730	350	101000
63		MacInnes 03/12/18	Extinguisher Prop	42.07			1000 141 420400	380	101000
64		MacInnes 03/13/18	Extinguisher Training Prop	362.00			1000 141 420400	380	101000
65		MacInnes 03/19/18	Extinguisher Training Prop	40.00			1000 141 420400	380	101000
66		MacInnes 03/21/18	Postage	13.19			1000 141 420400	310	101000
67		MacInnes 03/22/18	Reserve Uniform	259.98			5510 142 420402	148	101000
68		MacInnes 03/26/18	Battery Box	12.99			1000 141 420400	220	101000
69		MacInnes 03/29/18	Table & Chairs	209.18			1000 141 420400	210	101000
70		MacInnes 03/29/18	Table & Chairs	209.18*			5510 142 420730	210	101000
71		Harrington 03/07/18	Structure loves	156.00			1000 141 420400	220	101000
72		Harrington 03/10/18	T.I.C. Training	103.80			1000 141 420400	380	101000
73		Harrington 03/22/18	Spanner Wrenches	227.29			1000 141 420400	220	101000
74		Harrington 03/28/18	Mirror Marker Lamp	23.98*			5510 142 420730	231	101000
35423	86094S	781 2M COMPANY, INC.		1,367.54					
1	8080401000	03/20/18	Supplies	602.98			1000 155 460430	401	101000
2	8080420000	03/20/18	Supplies	193.96			1000 155 460430	401	101000
3	8080439000	03/20/18	Weed Fabric	570.60			1000 155 460430	231	101000

04/24/18
09:37:58

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 5 of 12
Report ID: AP100

For doc #s from 35399 to 35499, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35424	86095S	2 A-1 MUFFLER, INC.		888.00					
1	63988	04/13/18 49-515 Blower Motor		131.00			1000 155 430950	362	101000
3	63921	03/30/18 49-511 Heater Core		578.00			1000 155 430950	362	101000
4	63967	04/10/18 49-515 Blower Resistor		179.00			1000 155 430950	362	101000
35425	86098S	23 CARQUEST AUTO PARTS		35.28					
1	1912405835	03/28/18 Mirror		25.11			1000 155 430930	362	101000
2	1912405802	03/28/18 Battery Cable		10.17			1000 155 430930	362	101000
35426	86103S	9 CRASH REPAIR CENTER, INC.		296.20					
1	17-18	03/07/18 1988 Chevy C30		296.20			1000 155 430950	362	101000
35427	86109S	63 HOUSE OF CLEAN		116.32					
1	207282	04/10/18 Shop		116.32			1000 155 460430	231	101000
35428	86114S	2001 KARNATZ TREE SERVICE		200.00					
1	328	South H Stump		200.00			1000 155 430950	402	101000
35429	86116S	776 KENYON NOBLE		32.94					
1	6468894	04/05/18 Cemetery		32.94			1000 155 430930	361	101000
35430	86120S	26 LIVINGSTON ACE HARDWARE -		557.34					
1	C54541	03/29/18 Playground Equipment		2.64			1000 155 460430	231	101000
2	C54003	03/28/18 Cemetery		68.12			1000 155 430930	361	101000
3	C57374	04/06/18 Plumbing		15.67			1000 155 460430	231	101000
4	C57341	04/06/18 Plumbing		15.98			1000 155 460430	231	101000
5	C57268	04/06/18 Plumbing		4.18			1000 155 460430	231	101000
6	C58841	04/10/18 Pompey's Playground		53.98			1000 155 460430	231	101000
7	C58278	04/09/18 Cemetery		28.99			1000 155 430930	361	101000
8	C59007	04/10/18 Playground Equipment		6.09			1000 155 460430	231	101000
9	C58763	04/10/18 Paint - Cemetery		28.99			1000 155 430930	361	101000
10	C59381	04/11/18 Shop		48.55			1000 155 460430	231	101000
11	C59438	04/11/18 Shop Vac. Supplies		77.96			1000 155 460430	231	101000
12	C59626	04/12/18 Shop		68.92			1000 155 460430	231	101000
13	C59744	04/12/18 Cemetery Shop Paint		26.77			1000 155 430930	361	101000
14	C59700	04/12/18 Cemetery Shop Paint		57.98			1000 155 430930	361	101000
15	C60027	04/13/18 Mop		19.98			1000 155 460430	231	101000
16	C60121	04/13/18 Mop		7.00			1000 155 460430	231	101000
17	C53367	03/27/18 Cemetery		15.97			1000 155 430930	361	101000
18	C60230	04/13/18 Cemetery		9.57			1000 155 430930	361	101000

04/24/18
09:37:58

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 6 of 13
Report ID: AP100

For doc #s from 35399 to 35499, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35431	86123S	3040 MIDWAY RENTAL, INC.		94.52					
1	5-872251	04/11/18 Buffer		59.50*			1000 155 460442	231	101000
2	5-873186	04/13/18 Buffer		35.02*			1000 155 460442	231	101000
35432	86126S	3033 RECREATION SUPPLY CO.		1,169.74					
1	336908	04/10/18 Pool Supplies		1,169.74			1000 155 460445	231	101000
35433	86129S	3659 RIVERSIDE HARDWARE LLC		49.44					
1	41201	04/11/18 Civic Center Floors		49.44			1000 155 460430	231	101000
35434	86124S	151 NORTHWESTERN ENERGY		358.54					
1	3120133	04/10/18 110 South B St		208.64			1000 121 411230	341	101000
2	3120134	04/10/18 112 South B St		149.90			1000 121 411230	341	101000
35435	86111S	3255 INDUSTRIAL COMMUNICATIONS &		8,640.00					
1	19672	12/20/17 3055 Microwave		8,640.00*			2300 132 420160	940	101000
35436	86105S	2838 DOUG PARISI INC		105.36					
1	3871	04/03/18 37% Storm Drain		105.36*			1000 121 411230	365	101000
35437	86125S	3728 PORTEEN, JAY		41.34					
1	17-18	04/13/18 Depositions: LHC		41.34			1000 107 411100	370	101000
35438	86132S	2608 STATE OF MONTANA - ITSD		149.87					
1	20180331	03/31/18 33% Video Conferencing		149.87*			1000 102 410360	380	101000
35439	86100S	162 CENTURYLINK		288.27					
5	5570	04/04/18 Utility Billing		61.20			5210 502 430520	343	101000
6	5570	04/04/18 Utility Billing		61.20			5310 503 430620	343	101000
7	5570	04/04/18 Utility Billing		61.20			5410 504 430820	343	101000
10	6436	04/04/18 Park Dept.		104.67*			1000 109 460449	343	101000
35440	86124S	151 NORTHWESTERN ENERGY		104.57					
1	3286284	04/06/18 101 Star Rd		104.57			1000 121 411230	341	101000
35441	86099S	682 CENTRON SERVICES		95.18					
2	2164	03/27/18 Utility Collections		31.72			5210 342055		101000
3	2164	03/27/18 Utility Collections		31.73			5310 342055		101000
4	2164	03/27/18 Utility Collections		31.73			5410 342055		101000

04/24/18
09:37:58

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 7 of 14
Report ID: AP100

For doc #s from 35399 to 35499, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35442	86112S	102 INDUSTRIAL TOWEL		71.45					
2	51012	04/12/18 Rug maint, towels		38.65*			1000 121 411230	360	101000
3	51273	04/13/18 Rug Maint.		32.80*			1000 121 411230	360	101000
35443	86113S	3387 J & H, Inc.		72.63					
1	528568	04/12/18 Canon Monthly Maint.		72.63			1000 109 460449	368	101000
35444	86094S	781 2M COMPANY, INC.		302.02					
1	8080537000	04/05/18 Supplies		302.02*			5210 502 430515	231	101000
35445	86098S	23 CARQUEST AUTO PARTS		51.25					
1	1912406945	04/12/18 Turn Lamp		12.62			5410 504 430830	232	101000
2	1912406821	04/11/18 6 Pole Rnd Connector		12.47			5310 503 430625	232	101000
3	1912406823	04/11/18 Hi Count LED		26.16			5310 503 430625	232	101000
35446	86102S	3733 Core&Main		319.54					
1	I542197	04/02/18 Curb Box		319.54*			5210 502 430515	231	101000
35447	86108S	470 HAWKINS, INC		990.00					
1	4256052	04/04/18 Chlorine		990.00			5210 502 430515	355	101000
35448	86113S	3387 J & H, Inc.		91.57					
1	528297	04/09/18 Copier maintenance		18.32			5210 502 430515	368	101000
2	528297	04/09/18 Copier maintenance		18.32			5310 503 430625	368	101000
3	528297	04/09/18 Copier maintenance		18.31			5410 504 430830	368	101000
4	528297	04/09/18 Copier maintenance		18.31			2500 151 430240	368	101000
5	527297	04/09/18 Copier maintenance		18.31*			1000 106 411030	368	101000
35449	86115S	1390 KEN'S EQUIPMENT REPAIR, INC		314.00					
1	50566	02/22/18 Fuel Heater		314.00*			5310 503 430625	361	101000
35450	86120S	26 LIVINGSTON ACE HARDWARE -		94.65					
1	C59267	04/11/18 Water Dept. Supplies		43.95*			5210 502 430515	232	101000
2	C57334	04/06/18 Ice Melt		33.98			5310 503 430625	231	101000
3	C50344	03/20/18 Water Dept. Supples		16.72*			5210 502 430515	231	101000
35451	86121S	3210 LIVINGSTON LOCKS & CLOCKS		95.00					
1	125871	04/12/18 Padlocks		95.00*			5410 504 430830	231	101000

04/24/18
09:37:58

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 8 of 15
Report ID: AP100

For doc #s from 35399 to 35499, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35452	86127S	2356	RED TIGER DRILLING, INC	1,961.00					
1	9812	04/05/18	Booster Pumps	1,961.00			5210 502 430515	355	101000
35453	86107S	54	GATEWAY OFFICE SUPPLY	5.83					
1		Credit 04/02/18	Credit	-180.00*			1000 102 410360	200	101000
2	40363	04/12/18	Supplies	44.49*			1000 102 410360	200	101000
3	40240	03/30/18	Paper	43.39*			1000 102 410360	200	101000
4	40230	03/29/18	Pens	6.60			1000 155 460430	231	101000
5	40143	03/21/18	Office Supplies	55.10			1000 141 420400	210	101000
6	40330	04/10/18	USB Drive	36.25			1000 123 411700	211	101000
35454	86152S	3781	ALLEGRA MARKETING, PRINT & MAIL	75.71					
1	255437	03/31/18	Time Payment Card	75.71*			1000 102 410360	200	101000
35455	86151S	3605	ADVANCED ENGINEERING &	48,072.77					
1	57622	04/10/18	March WRF Construction Serv	48,072.77*			5310 503 430640	940	101000
35456	86160S	122	DEPARTMENT OF REVENUE	13,434.20					
1	8	03/26/18	DAC - Gross Receipts Tax	13,434.20*			5310 503 430640	940	101000
35457	86161S	2840	DICK ANDERSON CONSTRUCTION	1,329,985.76					
1	8	03/26/18	WRF pay application	1,343,419.96*			5310 503 430640	940	101000
2	8	03/26/18	Gross receipts tax withheld	-13,434.20*			5310 503 430640	940	101000
35458	86180S	3519	OPPORTUNITY BANK OF MONTANA	1,775.00					
1	2018-5	05/01/18	Business Office Rent -May	1,775.00*			1000 121 411230	530	101000
35459	86182S	2156	PARK COUNTY TREASURER/M.L.E.A.	5,030.00					
1	June17	04/19/18	Collections July 16 - June 17	3,025.00			1000	351036	101000
2	June17	04/19/18	Amount Previously Paid	-820.00			1000	351036	101000
3	Dec17	12/31/17	Collections July 17 - Dec 17	1,566.00			1000	351036	101000
4	Jan18	01/31/18	January 2018 Collections	359.00			1000	351036	101000
5	Feb18	02/28/18	February 2018 Collections	350.00			1000	351036	101000
6	March18	03/31/18	March 2018 Collections	550.00			1000	351036	101000
35460	86183S	1544	PARK COUNTY VICTIM WITNESS	6,509.00					
1	June17	04/19/18	Collections July 16 - June 17	4,898.84			1000	351036	101000
2	June17	04/19/18	Amount Previously Paid	-2,150.00			1000	351036	101000
3	Dec17	12/31/17	Collections July 17 - Dec 17	2,077.16			1000	351036	101000
4	Jan18	01/31/18	January 2018 Collections	582.00			1000	351036	101000
5	Feb18	02/28/18	February 2018 Collections	510.00			1000	351036	101000
6	March18	03/31/18	March 2018 Collections	591.00			1000	351036	101000

04/24/18
09:37:58

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 9 of 16
Report ID: AP100

For doc #s from 35399 to 35499, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35461	86181S	1702 PARK COUNTY TREAS/HB 176		4,325.00					
1	June17	04/19/18 Collections July 16 - June 17		2,855.00			1000 351036		101000
2	June17	04/19/18 Amount Previously Paid		-820.00			1000 351036		101000
3	Dec17	12/31/17 Collections July 17 - Dec 17		1,230.00			1000 351036		101000
4	Jan18	01/31/18 January 2018 Collections		310.00			1000 351036		101000
5	Feb18	02/28/18 February 2018 Collections		300.00			1000 351036		101000
6	March18	03/31/18 March 2018 Collections		450.00			1000 351036		101000
35462	86156S	162 CENTURYLINK		269.40					
1	3850	04/04/18 Sewer Plant		177.40			5310 503 430640	343	101000
8	5240	04/04/18 Scale House		92.00			5410 504 430870	346	101000
35463	86169S	3037 JOHNSTON ELECTRIC, LLC		405.15					
1	6884	04/04/18 37% LED Lights/Dimmer/HR		188.70*			1000 121 411230	360	101000
2	6888	04/04/18 37% Commission Office		59.20*			1000 121 411230	360	101000
3	6885	04/04/18 37% LED Conference		46.25*			1000 121 411230	360	101000
4	6887	04/04/18 37% LED Stock Maint.		111.00*			1000 121 411230	360	101000
35464	86187S	999999 SULLIVAN, MICHAEL		302.00					
1	TK20170269	04/16/18 Restitution - Eirik Knutse		302.00			1000 351030		101000
35465	86165S	54 GATEWAY OFFICE SUPPLY		41.50					
1	40430	04/17/18 Notary Labels		41.50			1000 123 411700	211	101000
35466	86185S	3509 PROACTIVE COACHING		1,500.00					
1	200	05/08/18 Leadership Course		500.00			5510 142 420402	380	101000
2	200	05/08/18 Leadership Course		500.00			1000 141 420400	380	101000
3	200	05/08/18 Leadership Course		500.00			5510 142 420730	380	101000
35467	86165S	54 GATEWAY OFFICE SUPPLY		10.80					
1	40443	04/18/18 Office Supply		10.80*			5510 142 420730	210	101000
35468	86154S	2662 BOUND TREE MEDICAL, LLC		157.98					
1	82839641	04/17/18 Patient Supplies		157.98			5510 142 420730	235	101000
35469	86173S	55 LIVINGSTON HEALTH CARE-MEMORIAL		186.19					
1	17139	04/16/18 Patient Supplies		186.19			5510 142 420730	235	101000
35470	86166S	1845 GENERAL DISTRIBUTING COMPANY		389.72					
1	632328	04/05/18 Oxygen		389.72			5510 142 420730	235	101000

04/24/18
09:37:58

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 10
Report ID: AP100

For doc #s from 35399 to 35499, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35471	86175S	2631 MONTANA STATE - FIRE SERVICES		1,550.00					
1	34-123	04/12/18 FF2 Academy		1,550.00			1000 141 420400	380	101000
35472	86163S	3782 ESO SOLUTIONS, INC.		2,467.00					
1	6391	04/12/18 FH Cloud Annual Fee		1,233.50*			5510 142 420730	368	101000
2	6391	04/12/18 FH Cloud Annual Fee		1,233.50*			1000 141 420400	368	101000
35473	86153S	3056 ARDUS MEDICAL, INC.		335.00					
1	12673	02/18/18 IV pump repair		335.00*			5510 142 420730	360	101000
35474	86172S	26 LIVINGSTON ACE HARDWARE -		2.18					
1	C59663	04/12/18 Aerator		2.18			1000 141 420400	220	101000
35475	86190S	1396 WESTERN DRUG		88.49					
1	173473	04/18/18 Glucose Test Strips		88.49			5510 142 420730	235	101000
35476	86158S	2112 CHURCHILL EQUIPMENT CO., INC.		753.40					
1	19147	04/19/18 Cemetery Mower		753.40			1000 155 430930	361	101000
35477	86159S	3491 COFFMAN'S PEAK ELECTRIC, LLC		193.99					
1	1229	04/17/18 Civic Center Offices		193.99			1000 155 460430	231	101000
35478	86170S	2001 KARNATZ TREE SERVICE		200.00					
1	16	04/02/18 328 South H St.		200.00			1000 155 460430	402	101000
35479	86171S	776 KENYON NOBLE		32.94					
1	6484354	04/17/18 Civic Center Office		32.94			1000 155 460430	231	101000
35480	86172S	26 LIVINGSTON ACE HARDWARE -		346.79					
1	C62550	04/18/18 Cleaning Supplies		36.95			1000 155 460430	231	101000
2	C57060	04/05/18 Shop		17.18			1000 155 460430	231	101000
3	C56587	04/04/18 Cemetary		130.33			1000 155 430930	361	101000
4	C56845	04/05/18 Cemetary		23.52			1000 155 430930	361	101000
5	C61945	04/17/18 Batteries		9.99			1000 155 430930	361	101000
6	C61884	04/17/18 Respirator		16.99			1000 155 430930	361	101000
7	C61818	04/17/18 Cemetery		105.84			1000 155 430930	361	101000
8	C61637	04/16/18 Soccer Field		5.99			1000 155 460430	231	101000
35482	86177S	3688 MURDOCH'S RANCH & HOME SUPPLY		15.99					
1	K01025	04/15/18 Soccer Field		15.99			1000 155 460430	231	101000

04/24/18
09:37:58

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 11
Report ID: AP100

For doc #s from 35399 to 35499, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35483	86179S	2437 O'REILLY AUTOMOTIVE, INC		49.28					
1	1558125988	04/17/18 91 Dakota		49.28			1000 155 430950	362	101000
35484	86162S	542 EAGLE FENCE, LLC		10,445.00					
1	0784	04/17/18 Fence		10,445.00			5410 504 430835	940	101000
35485	86189S	2086 WASTEKO SUPPLY		5,812.67					
1	1786	04/09/18 300 Gallon Can		5,812.67*			5410 504 430830	231	101000
35486	86174S	3040 MIDWAY RENTAL, INC.		415.95					
1	5-862606	03/14/18 Bobcat		415.95			2500 151 430240	362	101000
35487	86172S	26 LIVINGSTON ACE HARDWARE -		59.99					
1	C61827	04/17/18 Sprayer		59.99			2500 151 430240	233	101000
35488	86167S	98 GRAYBEAL'S ALL SERVICE		277.23					
1	88531	03/12/18 Civic Center		272.00*			1000 109 460442	231	101000
2	FC9779	04/20/18 Civic Center		5.23*			1000 109 460442	630	101000
35489	86178S	151 NORTHWESTERN ENERGY		2,620.66					
1	0709868	04/13/18 37% Facility		8.45			1000 121 411230	341	101000
2	0709935	04/10/18 37% Facility		2,612.21			1000 121 411230	341	101000
35490	86188S	1568 TWENTERPRISES, INC.		329.33					
1	36152	04/17/18 Emergency Generator Maint.		329.33*			1000 121 411230	365	101000
35491	86184S	999999 PEIRCE, MELINDA		84.57					
1	14031	04/24/17 Overpayment Account 00014031		84.57			5210 343021		101000
35492	86157S	294 CHAPPELL'S BODY SHOP, INC.		30.00					
1	321	04/13/18 Prepaid Carwash Card		30.00*			1000 131 420100	231	101000
35493	86191S	3237 WHISTLER TOWING, LLC		75.00					
1	7887	04/18/18 Tow 06 VW Jetta		75.00			1000 131 420100	350	101000
35494	86168S	1687 HANSER'S AUTOMOTIVE & WRECKER		90.00					
1	22987	04/18/18 Tow VW Passat		90.00			1000 131 420100	350	101000
35495	86155S	23 CARQUEST AUTO PARTS		100.00					
1	1912407520	04/19/18 Grease		100.00*			5410 504 430830	231	101000

04/24/18
09:37:58

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 12
Report ID: AP100

For doc #s from 35399 to 35499, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35497	86164S	2904 FISHER SAND AND GRAVEL		785.66					
1	60204	04/07/18 1" Road Gravel		785.66			2820 210 430240	451	101000
35498	86176S	3016 MT WATERWORKS		230.56					
1	25522	04/19/18 Sewer Material		230.56			5310 503 430625	231	101000
35499	86186S	3353 STORY DISTRIBUTING		812.57					
1	80284	04/17/18 Diesel 327g		796.57*			1000 123 411700	236	101000
2	80284	04/17/18 Additive 20 oz		16.00*			1000 123 411700	236	101000
		# of Claims	99	Total:	1486,089.43				

Backup material for agenda item:

- C. CONSENT - Approve application of Debbie Perryman to the Livingston Tree Board

City of Livingston
Application for Appointed Office
 (Revised 3/17/03)

Appointed Position Seeking: Livingston Tree Board

Date of Application: 3/13/2018

Name: Debbie Perryman

Signed: Debbie Perryman

Address: 217 S 10th St.

Telephone: daytime <106-224-1289

after 5:00 p.m.: 406-224-1289

Fax Number: NONE

e-mail address: debbie.perryman@ymail

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:

Avid Gardener, Master Gardener for state of Montana - I think the trees are very important part of our landscape

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

A. Occupation: Loan Processor First Interstate Bank

B. Education: Completed High School

C. Experience: _____

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? _____

No governmental

7. Are you currently serving on any Community Boards? YES

A. If yes, please describe those boards. Livingston Holiday Lights

8. Current Employer? First Interstate Bank Lincoln School Foundation

9. Are you available for night meetings? YES

10. Are you available for daytime meetings? NO

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

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? It really depends on the conflict - I would hope common sense would prevail

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

Backup material for agenda item:

D. CONSENT - Approve application of Katherine Bornemann to the Livingston Business Improvement District (LBID)

City of Livingston
Application for Appointed Office
(Revised 3/17/03)

Appointed Position Seeking: LBID BOARD

Date of Application: April, 2018

Name: KATHY BORNEMANN
Address: 211 South Main St
Telephone: daytime 406 774 1559
Fax Number: 0

Signed: 

after 5:00 p.m.: Same

e-mail address: OUTOFTHEBLUELIVINGSTON@gmail.com

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

2. Are you a registered voter? Yes

3. Will you be at least 18 years of age at the time of the appointment? Yes

4. Describe the reasons you are interested in this appointment: Date asked me, and nobody says no to Date. Seriously, I have the time and should be involved.

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

A. Occupation: Owner, Out Of The Blue

B. Education: Some College

C. Experience: Business owner downtown Livingston for 5 years

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? NO

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

A. If yes, please describe those boards. 0

8. Current Employer? Out Of The Blue

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? Abstain

Backup material for agenda item:

- E. CONSENT - Approve request of Otsie Stowell for special parking space

City of Livingston
Application for Special Parking Spaces
Reserved for Disabled Persons On a Public Street
(Please note this process may take up to 90 days from date of submission)

Name of Applicant: Otsie Stowell
Address: 111 N. F St Phone: 720-530-5360

Type of Special Parking Space Requested:
 General Public Use Reserved for Personal Use of a Disabled Person. (\$50 fee)

Specific Location of the Requested Space: 111 N. F St

Reason for the Request:
Wife is a Stroke victim and is paralysed on her right side

If requesting a "special parking space" reserved for personal use in a residential area, please answer the following questions:

- Do you operate a vehicle displaying a specialty inscribed license plate issued by the state of Montana to disabled persons and displaying a wheelchair symbol, or the letters "DV" issued to disabled veteran's, or do you possess a special parking permit issued by the State of Montana to persons with a disability? (Please provide a copy of the vehicle registration). Yes No
- Is the requested parking space adjacent to your permanent residence? Yes No
- Does reasonably accessible and practicable off street parking exist? Yes No
- License plate number of vehicle(s) designated to use the space: 49-4910D
- Are the designated vehicles operated by you? Yes No

Administrative Use Only

Date application received: 4-11-18 Reviewed by: [Signature]

Does request meet criteria? Yes No

Comments _____

City Commission Action: Approved Denied Date: _____

Installation of Sign:
Sign installed by: _____ Date: _____
Amount Collected: _____ Check no. _____

Removal of Sign
Sign removed by: _____ Date _____
Reason for Removal: _____





Sec. 9-243. - Restricted parking zones—Reserved spaces for handicapped or disabled persons—Reserved parking space for Angel Line.

A. Definitions.

1. For the purpose of this Section, "special parking spaces" are defined as on street parking spaces reserved for disabled persons who were issued a permit, license plate, or placard by the State of Montana in accordance with MCA 49-4-302 Montana Code Annotated (MCA) which entitles a person to park a motor vehicle in a special parking space reserved for a person with a disability, whether on public property or on private property available for public use, when the person for whom the permit was issued is using the special parking space to enter or exit the vehicle.
2. "Special reserved parking spaces" are defined as restricted on street parking spaces reserved for the personal use of a disabled person(s) who has been issued a special parking permit by the State of Montana under MCA 49-4-301(1).

B. Special Parking Spaces. Any person requesting an on-street special parking space shall make written application to the Public Works Department using a form provided by the City. The application shall state the name and address of the applicant, the location of the requested space and the reason for the request. All eligible applications will be reviewed by City staff and submitted to the City Commission for approval.

1. The following factors will be taken into consideration and used as criteria in approving signs for special parking spaces on public streets:
 - a. Existing parking problems in the area where the sign is being requested.
 - b. Overall availability of parking in the area where the sign is being requested.
 - c. The availability of reasonably accessible and practicable off street parking in close proximity to the area where the sign is being requested.
 - d. The nature and use of the adjacent buildings.
 - i. The requested space must comply with applicable regulations and legal mandates in terms of dimensional requirements and location as specified in 49-4-302 MCA as follows:

In accordance with subsection (2) of 49-4-302 MCA, the governing body of a city, town, or county or appropriate state agency may impose all, but not less than all, of the following requirements with respect to any special parking space

constructed after September 30, 1985, and reserved for a person with a disability or a permit holder on ways of this state open to the public, as defined in 61-8-101 MCA:

- (a) The space must be located on a smooth, level surface as near as practicable to building entrances or walkways that have curb cuts and appropriately designed ramps and access lanes to accommodate wheelchairs.
- (b) If parallel to curbside, the parking space must be separated from an adjacent space, either in the front or the rear, by at least five (5) feet of striped no-parking area.
- (c) If at an angle to curbside, the parking space must be at least eight (8) feet wide and free of obstruction if located at the end of a line of angle parking spaces, and each other angle parking space designated for a person with a disability must be at least thirteen (13) feet wide.
- (d) A parking space reserved for a person with a disability must be designated by a sign showing the international symbol of accessibility, indicating that a permit is required, and stating the penalty for a violation. In order to meet the penalty statement requirement, signs existing on October 1, 1993, must have attached a decal stating the penalty for a violation. The sign must be attached to a wall or post in a way that it is not obscured by a vehicle parked in the space.

This Section shall not limit the City from exercising its own discretion in establishing special parking spaces on public streets at other locations as deemed appropriate and as approved by the City Commission.

2. Once approved by the City Commission, the special parking space must be designated by a sign showing the international symbol of accessibility, indicating that a permit is required, and having a decal stating the penalty for a violation. The sign must be attached to a wall or post in a way that is not obscured. The parking space shall be in compliance with any other applicable regulations and legal mandates in terms of dimensional requirements and location.
3. A special parking space may be removed, as approved by the City Commission, if there is a change in the circumstances such that the parking space shall no longer be appropriate under the criteria referred to herein.

C.

Special Reserved Parking Space. A disabled person may request an on-street special reserved parking space restricted for their personal use in a residential area outside of the two-hour parking zone. The application shall be made in writing to the Public Works Department using a form provided by the City. The application shall state the name and address of the applicant, the location of the requested space, the reason for the request, and list the license number(s) of the vehicle(s) authorized to use the space. All eligible applications will be reviewed by City staff and submitted to the City Commission for approval. If the City Commission approves the personalized special parking space, the applicant will be notified and shall submit a non-refundable fifty dollar (\$50.00) fee to pay for the installation of the sign. The sign will be installed after payment of the fee.

1. The criteria for designating an on street special reserved parking space restricted for the personal use of disabled persons outside of the two-hour parking zone shall be as follows:
 - a. The applicant must show that (1) they operate a vehicle(s), registered under MCA 61-3-332(9) or MCA 61-3-458(3)(b) or (3)(i), that displays a specialty inscribed license plate issued by the state of Montana to disabled persons and displaying a wheelchair symbol or the letters "DV" issued to disabled veterans or; (2) they possess a permit issued under MCA 49-4-301(1) and MCA 49-4-304. A copy of the vehicle registration or permit must accompany the application;
 - b. The requested special reserved parking space must be adjacent to the applicant's permanent residence.
 - c. No more than one (1) special reserved parking space shall be provided to any one (1) individual, or more than one (1) special reserved parking space provided per dwelling unit.
 - d. No more than two (2) vehicle may be designated as being authorized to use the space.
 - e. No reserved parking space shall be provided within the downtown two-hour parking zone, as identified in Section 9-246 of this Chapter.
 - f. No reserved parking space shall be provided if reasonably accessible and practicable off street parking exists at the requested location.
 - g. The requested space must be able to comply with the requirements of 49-4-302(4) MCA as follows:

In accordance with subsection (2) of 49-4-302 MCA, the governing body of a city, town, or county or appropriate state agency may impose all, but not less than all, of the following requirements with respect to any special parking space constructed after September 30, 1985, and reserved for a person with a disability or a permit holder on ways of this state open to the public, as defined in 61-8-101 MCA:

- i. The space must be located on a smooth, level surface as near as practicable to building entrances or walkways that have curb cuts and appropriately designed ramps and access lanes to accommodate wheelchairs.
 - ii. If parallel to curbside, the parking space must be separated from an adjacent space, either in the front or the rear, by at least five (5) feet of striped no-parking area.
 - iii. If at an angle to curbside, the parking space must be at least eight (8) feet wide and free of obstruction if located at the end of a line of angle parking spaces, and each other angle parking space designated for a person with a disability must be at least thirteen (13) feet wide.
 - iv. A parking space reserved for a person with a disability must be designated by a sign showing the international symbol of accessibility, indicating that a permit is required, and stating the penalty for a violation. In order to meet the penalty statement requirement, signs existing on October 1, 1993, must have attached a decal stating the penalty for a violation. The sign must be attached to a wall or post in a way that it is not obscured by a vehicle parked in the space.
2. Once approved by the City Commission, the special reserved parking space must be designated by a sign displaying the license plate number(s) of the vehicle(s) authorized to park in the special reserved parking space and stating the penalty for violation. The sign must be attached to a wall or post in a way that is not obscured.
 3. Reapplications to maintain special reserved parking space must be made by December 31st of each year. A fee of five dollars (\$5.00) is required with each reapplication. If the reapplication is not received by December 31st, the person will be notified by mail and an application form shall accompany such notice. The sign will be removed if the reapplication is not received within thirty (30) days.
 - 4.

If a person who has been provided a special reserved parking space moves to a new residence within the City limits, and a space is needed for the new residence, the City will relocate the sign to the new location without additional fee if the City is promptly notified of the change of address and provided that the new address is in a residential area outside of the two-hour parking zone.

5. A special reserved parking space shall promptly be removed if there is a change in the circumstances such that the parking space shall no longer be appropriate under the criteria referred to herein.
- D. Angel Line Reserved Parking Spot. The City Commission hereby establishes and designates a reserved parking zone for Angel Line exclusive use twenty-four (24) hours per day, three hundred sixty-five (365) days per year in front of the Senior Center of Park County, 206 South Main Street, Livingston, Montana, which reserved parking zone shall be of sufficient length to accommodate the Angel Line's Van. The penalty for parking in the Angel Line's parking spot is one hundred dollars (\$100.00).

(Ord. No. 2012, § 1, 4/20/09; Ord. No. 2036, § 1, 3/6/12)

Backup material for agenda item:

- A. SCHEDULED PUBLIC COMMENT - Paul Reichert from Prospera



CITY OF LIVINGSTON UPDATE

May 1, 2018

Current Services in Livingston and Park County

- Private one-one business counseling at no cost
- Professional business trainings: In Person and Online via Ed2Go
- Revolving Loan Fund management
- 2018 Economic Profile (free at prosperaprofile.org)
- Community Development Support
- Business Development Grants
- Ex Officio board seat at Prospera (Katie Weaver)

Recent Accomplishments

- Five loans, with one active and current
- Plus, new business loan from Prospera IRP funds
- 40 Business clients received free business counseling
- \$180,000 in BSTF grant supported projects (Gateway, Downtown, YGE)
- 2018 Economic Profile, free distribution
- 2 New RLF prospects in April 2018
- Outreach to PCCF, Downtown BID, TIF
- Hiring, FT Loan Fund Manager

2018 Goals

1. Revise and update the Livingston/Park Co. RLF Workplan to broaden the use of the funds.
2. Renew our sub-recipient agreement with City/County – and get more RLF funds at work in the community.
3. Collaboration with the NRMEDD to support local projects.
4. Downtown Development Plan

Paul Reichert, Executive Director
Prospera Business Network
2015 Charlotte Street, Suite 1 | Bozeman, Montana 59718
Ph: (406) 587-3113
ProsperaBusinessNetwork.org

LIVINGSTON / PARK CO.

LOAN FUNDS



Loan client Darcy Cook (Granite Sports Medicine) combined bank financing with the Livingston/ Park Co. RLF to help launch her business in Downtown Livingston. Photo from GSM

All Local. All the Time.

The Livingston / Park County Revolving Loan Fund can be used for any business located in Park County. Loan funds are 100% local, and repayments stay local, growing the pool of funds to be re-lent to other local businesses.

Contact:

Mike Drewiske, Loan Funds Manager
(406) 587-3113
mdrewiske@prosperabusinessnetwork.org



This institution is an equal opportunity provider

LIVINGSTON / PARK CO. 35

LOAN FUNDS



Loan clients Lanette and Brice Jones (Katabatic Brewery) combined bank financing with the USDA RLF to help expand their business in Downtown Livingston. Photo Sunrift Studios.

All Local. All the Time.

The Livingston / Park County Revolving Loan Fund can be used for any business located in Park County. Loan funds are 100% local, and repayments stay local, growing the pool of funds to be re-lent to other local businesses.

Contact:

Mike Drewiske, Loan Funds Manager
(406) 587-3113
mdrewiske@prosperabusinessnetwork.org



This institution is an equal opportunity provider

REVOLING LOAN FUND

BUSINESS BENEFITS

LIVINGSTON /PARK CO. FUND

- Joint financing with banks (one closing)
- Lower equity requirements
- Flexible structure and payment options
- Loan clients can access free business counseling with Prospera Business Network
- Prospera takes 2nd position with a bank

USE OF FUNDS:

- Real Estate
- Building / Lease Improvements
- Business Equipment and Inventory
- Buying/Selling a Business
- Working Capital
- Expansion / New Construction
- Building Renovations
- And more...

Prospera Business Network is a local nonprofit that serves as the Certified Regional Development Corporation for Gallatin and Park counties. Prospera manages five revolving loan funds for the; City of Bozeman, City of Livingston and Park County, Gallatin County, City of Belgrade, and our USDA IRP loan fund. Our loan funds are best used to leverage bank financing to help start or grow your local business venture.

REVOLING LOAN FUND 36

BUSINESS BENEFITS

LIVINGSTON /PARK CO. FUND

- Joint financing with banks (one closing)
- Lower equity requirements
- Flexible structure and payment options
- Loan clients can access free business counseling with Prospera Business Network
- Prospera takes 2nd position with a bank

USE OF FUNDS:

- Real Estate
- Building / Lease Improvements
- Business Equipment and Inventory
- Buying/Selling a Business
- Working Capital
- Expansion / New Construction
- Building Renovations
- And more...

Prospera Business Network is a local nonprofit that serves as the Certified Regional Development Corporation for Gallatin and Park counties. Prospera manages five revolving loan funds for the; City of Bozeman, City of Livingston and Park County, Gallatin County, City of Belgrade, and our USDA IRP loan fund. Our loan funds are best used to leverage bank financing to help start or grow your local business venture.

Backup material for agenda item:

- A. ORDINANCE NO. 2069 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE CITY'S SUBDIVISION REGULATIONS AS ADOPTED BY ORDINANCE 1982 AND CODIFIED IN CHAPTER 28 OF THE LIVINGSTON MUNICIPAL CODE, BY MODIFYING THE PARKLAND DEDICATION REQUIREMENTS.

ORDINANCE NO. 2069

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE CITY’S SUBDIVISION REGULATIONS AS ADOPTED BY ORDINANCE 1982 AND CODIFIED IN CHAPTER 28 OF THE LIVINGSTON MUNICIPAL CODE, BY MODIFYING THE PARKLAND DEDICATION REQUIREMENTS.

WHEREAS, 76-3-621 MCA establishes the requirements for the dedication of parkland or cash- in-lieu thereof in subdivisions; and

WHEREAS, the City Commission believes that clarifying the acceptable types of and standards for parkland dedication is in the best interest of the community.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Livingston, Montana, that Ordinance 1982, as codified in Chapter 28 of the Livingston Municipal Code, be and the same is hereby amended with deletion struck through and additions shaded, as follows:

SECTION 1

Section VI-A-16 Parkland Dedication – Cash in-lieu- Waivers- Administration

Section VI-A-16. a. - Unchanged

Sec. VI-A-16. b. – Standards for parkland dedication.

1. Parks and Open Space Types and Standards: Parks, open space, and common area dedication shall meet at least one of the following criteria:
 - a. Provides for the preservation of a physical amenity such as a meadow, a stand of trees, significant wildlife habitat or a wildlife corridor, a scenic hillside with slopes less than 25%, a stream or significant water body, an area of riparian resource or some other natural feature that the governing body determines is significant enough for parkland dedication. Open space shall be managed to remain in a near natural state when it has been dedicated for preservation or conservation purposes, and managed for weeds and public safety concerns such as wild

- land fire and hazard trees. Public trail connections are permitted if deemed appropriate by the governing body; or
- b. Provides a site for active recreation and public gathering (neighborhood park), which shall substantially conform to the following standards:
 - i. Five acres or greater in size unless the opportunity for this size is not feasible or required;
 - ii. Centrally located within the proposed subdivision or adjacent to other planned or existing park or open space;
 - iii. Adjacent to public streets on at least 50% of the park's perimeter;
 - iv. Accessible to bicycle and pedestrian trails where possible; and
 - v. At least 50% of the park shall have 2% or less slope to accommodate playing fields; or
 - c. Establishes a pedestrian/bicycle greenway corridor if such corridor is determined by the Parks Department to have a primarily recreational and/or commuter function; or
 - d. Creates a courtyard of less than ½ acre, provided the courtyard shall be part of a common area dedicated to a private homeowner's association; or
 - e. Provides for other parks, open space, or common area designs which meet the intent of this section and meet the goals of the City Growth Policy and other applicable area plans.
2. Unless the governing body determines otherwise, the following areas within a subdivision will not count toward the parkland dedication:
 - a. Hillside over 25% slope;
 - b. Areas of riparian resource and adjacent buffers associated with irrigation or roadside ditches;
 - c. Monument entry areas and central landscaped boulevards;
 - d. Storm water retention or detention ponds that are designed to hold storm water runoff from less than 100 year events;
 - e. Public utility easement.
 3. Provide as part of the required parkland, twenty (20) foot wide, pedestrian access easement to parkland or common area from public streets. Pedestrian access easements on hillsides may require additional width to accommodate switchbacks for trails, etc. Setbacks for structures other than fences adjacent to the access easement shall be a minimum of ten (10) feet. The governing body may require that the developer construct a trail leading into the park or common area.

Section VI-A-16 b. thru f. – Re-letter to c. thru g.

Section VI-A-16 g. h.

For the purposes of this park dedication requirement:

- a. “cash donation” means the fair market value of the unsubdivided, unimproved land
- b. Fair market value must be determined by a Montana State certified general real estate appraiser (as provided under MCA 37-54-201 et seq) hired and paid for by the subdivider. For the purposes of this regulation, appraisals are valid if prepared within six (6) months of the date of submittal of an application for final subdivision approval.
- c. “dwelling unit” means a residential structure in which a person or persons reside.

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 and duties that matured, penalties and assessments that were incurred or proceedings that began before the effective date 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 on the _____ day of April, 2018.

DOREL HOGLUND – Chairperson

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
Livingston City Attorney

PASSED, ADOPTED AND APPROVED by the City Commission of the City of Livingston, Montana, on second reading at a regular session thereof held on the _____ day of May, 2018.

DOREL HOGLUND - Chairperson

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
Livingston City Attorney

NOTICE

The public is invited to attend and comment at a public hearing to be held on May 1, 2018, at 6:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on the second reading of **ORDINANCE NO. 2069** entitled **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE CITY'S SUBDIVISION REGULATIONS AS ADOPTED BY ORDINANCE 1982 AND CODIFIED IN CHAPTER 28 OF THE LIVINGSTON MUNICIPAL CODE, BY MODIFYING THE PARKLAND DEDICATION REQUIREMENTS**. A copy of the ordinance is available for inspection at the City Office, 414 East Callender Street, Livingston, MT 59047. For further information call the City Attorney at (406)823-6007.

(Notice must be published twice at least 6 days apart. (7-1-4127(6) and posted on the City Bulletin Board, and copies available for the public (7-5-103 MCA).

□

Backup material for agenda item:

- A. RESOLUTION NO. 4789 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN FEDERAL AVIATION ADMINISTRATION GRANT APPLICATION FOR FEDERAL ASSISTANCE - SF424 -(PLANNING PROJECTS) DESIGNATED FOR MISSION FIELD AIRPORT IMPROVEMENT PROGRAM.**

RESOLUTION NO. 4789

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN FEDERAL AVIATION ADMINISTRATION (FAA) GRANT APPLICATION FOR FEDERAL ASSISTANCE – SF424 (PLANNING PROJECTS), DESIGNATED FOR MISSION FIELD AIRPORT IMPROVEMENT PROGRAM.

WHEREAS, the Park County Airport Board (Airport Board) was established by the City of Livingston, Montana and Park County, Montana for the planning, acquisition, establishment, development, construction, enlargement, improvement, maintenance, equipment, operation, regulation, protection and policing of the Mission Field Airport;

WHEREAS, the Airport Board determined the necessity for an Airport Master Plan Update Study and the funds to conduct said study are available through the FAA Federal Assistance Grant Program;

WHEREAS, the Airport Master Plan Update Study is intended to determine future and ultimate Airport Reference Code(s) (ARC), and appropriate airfield facilities to safely accommodate the current and forecasted future traffic, based on the resulting Airport Reference Code from the critical aircraft using and projected to use the facility.

WHEREAS, the City Manager is ready and willing to sign the application upon obtaining authorization from the Livingston City Commission.

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

On the City of Livingston’s behalf, the City Manager is hereby authorized to sign the FAA grant application for Federal Assistance – SF424 (Planning Projects), designated for Mission Field Airport Improvement Program.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this _____ day of May, 2018.

DOREL HOGLUND - Chairperson

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
City Attorney

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>
---	--

5a. Federal Entity Identifier: <input type="text" value="A.I.P 3-30-0051-010-2018"/>	5b. Federal Award Identifier: <input type="text"/>
---	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name: <input type="text" value="Park County and the City of Livingston"/>	
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="81-6001401"/>	* c. Organizational DUNS: <input type="text" value="1134871020000"/>

d. Address:

* Street1:	<input type="text" value="414 East Callender Street"/>
Street2:	<input type="text"/>
* City:	<input type="text" value="Livingston"/>
County/Parish:	<input type="text" value="Park"/>
* State:	<input type="text" value="MT: Montana"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="59047-2799"/>

e. Organizational Unit:

Department Name: <input type="text" value="Park Co. & City of Livingston"/>	Division Name: <input type="text"/>
--	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text" value="Ms."/>	* First Name: <input type="text" value="Noreen"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Burg"/>	
Suffix: <input type="text"/>	

Title:

Organizational Affiliation:

* Telephone Number: <input type="text" value="406-222-4194"/>	Fax Number: <input type="text"/>
---	----------------------------------

* Email:

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

C: City or Township Government

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

FAA - Helena Airports District Office

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Areas Affected by Project.pdf

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Conduct/Update Airport Master Plan Study

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: * b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="135,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="15,000.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="150,000.00"/>

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:



* Date Signed:



*Signature of Authorized Representative:	*Date Signed:	49
*Signature of Authorized Representative:	*Date Signed:	
Prefix:	*First Name: Michael	
Middle Name:		
*Last Name: Kardoes		
Suffix:		
*Title: City Manager, City of Livingston		
*Telephone Number: (406) 823-6000	Fax Number:	
* Email: citymanager@livingstonmontana.org		
*Signature of Authorized Representative:	*Date Signed:	

Application for Federal Assistance (Planning Projects)

Part II – Project Approval Information

Section A – Statutory Requirements

The term “Sponsor” refers to the applicant name as provided in box 8 of the associated SF-424 form.

<p>Item 1</p> <p>Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?</p>	Yes	No	
<p>Item 2</p> <p>Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?</p>	Yes	No	N/A
<p>Item 3</p> <p>Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.</p>	Yes	No	N/A
<p>Item 4</p> <p>Is the project covered by another Federal assistance program? If yes, please identify other funding sources by the Catalog of Federal Domestic Assistance (CFDA) number.</p> <p>CFDA: _____</p>	Yes	No	N/A
<p>Item 5</p> <p>Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?</p> <p>If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:</p> <p>De Minimis rate of 10% as permitted by 2 CFR § 200.414</p> <p>Negotiated Rate equal to ____% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII)</p> <p><i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i></p>	Yes	No	N/A

Section B – Certification Regarding Lobbying

51

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Part III – Budget Information

Section A – Budget Summary

Grant Program (a)	Federal Catalog No (b)	New or Revised Budget		
		Federal (c)	Non-Federal (d)	Total (e)
1. Airport Improvement Program	20-106	\$	\$	\$
2.				
3. TOTALS		\$	\$	\$

Section B – Budget Categories (All Grant Programs)

4. Object Class Categories	Airport Improvement Program (1)		Other Program (2)		Total
	Amount	Adjustment + or (-) Amount (Use only for revisions)	Amount	Adjustment + or (-) Amount (Use only for revisions)	
a. Administrative expense	\$	\$	\$	\$	\$
b. Airport Planning					
c. Environmental Planning					
d. Noise Compatibility Planning					
e. Subtotal					
f. Program Income					
g. TOTALS (line e minus line f)	\$	\$	\$	\$	\$

Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5.	\$	\$	\$	\$
6.				
7. TOTALS	\$	\$	\$	\$

Section D – Forecasted Cash Needs

Source of funds	Total for Project	1 st Year	2 nd Year	3 rd Year	4 th Year
8. Federal	\$	\$	\$	\$	\$
9. Non-Federal					
10. TOTAL	\$	\$	\$	\$	\$

Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary)

Part IV - Program Narrative

(Suggested Format)

53

PROJECT:
AIRPORT:
1. Objective:
2. Benefits Anticipated:
3. Approach: <i>(See approved Scope of Work in Final Application)</i>
4. Geographic Location:
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: <i>(include address & telephone number)</i>

Owner: Steve Caldwell, Chairman Park County Commission 414 East Callender Street Livingston, MT 59047-2799 (406) 222-4106 commissioners@parkcounty.org	Owner: Michael Kardoes, City Manager City of Livingston 414 East Callender Street Livingston, MT 59047-2799 (406) 823-6000 citymanager@livingstonmontana.org	Contact: Noreen Burg, Secretary Park County Airport Board 414 East Callender Street Livingston, MT 59047-2799 406-222-4194 NBurg@parkcounty.org
---	---	--



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 1/24/2017

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 1/24/2017

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

STANDARD DOT TITLE VI ASSURANCES

Park County and the City of Livingston, Montana (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

Park County
(Sponsor)

Steve Caldwell, Chairman

Bill Berg, Commissioner

Clint Tinsley, Commissioner

City of Livingston
(Sponsor)

Michael Kardoos, City Manager, Livingston

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS**ATTACHMENT 2**

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Mission Field – LVM
LOCATION: Livingston, Montana
AIP PROJECT NO.: A.I.P. 3-30-0051-010-2018

STATEMENTS APPLICABLE TO THIS PROJECT

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near **Mission Field**.
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing **Mission Field** and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ **DATE:** _____

TITLE: Steve Caldwell, Chairman

SPONSORING AGENCY: Park County

BY: _____

TITLE: Bill Berg, Commissioner

SPONSORING AGENCY: Park County

BY: _____

TITLE: Clint Tinsley, Commissioner

SPONSORING AGENCY: Park County

BY: _____ **DATE:** _____

TITLE: Michael Kardoes, City Manager

SPONSORING AGENCY: City of Livingston

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____ Date _____
Title **Steve Caldwell, Chairman, Park County**

Signed _____
Title **Bill Berg, Commissioner, Park County**

Signed _____
Title **Clint Tinsley, Commissioner, Park County**

Signed _____
Title **Michael Kardoes, City Manager, City of Livingston**

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Mission Field / Park County and the City of Livingston, Montana

AIP #: A.I.P. 3-30-0051-010-2018

Project Description(s): Conduct / Update Airport Master Plan Study

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.
 None

- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.
 None (If "None", continue with questions 3 and 4).

- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.
 None

- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.
 None

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

Backup material for agenda item:

- B. RESOLUTION NO. 4790- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED TO EXECUTE THE CITY MANAGER'S RECOMMENDATION FOR CHANGE ORDER #1 FOR THE 2018 CAPITAL IMPROVEMENT PROJECT ON MAIN, CALLENDER AND LEWIS STREETS FOR THE GENERAL SERVICES CONTRACT BETWEEN THE CITY OF LIVINGSTON AND COP CONTRUCTION.



Livingston City Commission
LEGISLATIVE ACTION SUMMARY
 Ordinance/Resolution No: 4790

Requested by: Michael J. Kardoes, City Manager

Date of First Consideration/Status: 1 May 2018

Purpose of Legislation: Approve City Manager's recommendation for Change Order Number 1 for the 2018 Capital Improvement Project on Main, Callender and Lewis Streets for the General Services Contract between the City of Livingston and COP Construction dated 6 March 2018.

Statutory Authority/Reference: Budget Authority

Background: The original contract for the Livingston 2018 CIP was executed with COP Construction on March 6, 2018 for \$2,329,028.90. COP mobilized to the project on Monday April 2 and the subcontractor, Industrial Builders, began milling the asphalt in Callender Street on April 4. Directly upon milling, the crew encountered concrete beneath the pavement and began breaking teeth off the milling machine. COP and TD&H determined several locations throughout the project to bore through the asphalt and confirm there is 6"-9" of concrete below pavement across the entire project.

This reality engaged a change in conditions for the project. COP provided pricing to saw cut asphalt for utility trenches using a subcontractor, hauling away the asphalt/concrete material and additional costs for labor and material associated with the change in conditions.

Original Proposed Change Order Pricing:

Item	Unit	Price	Quantity	Total
Saw Cutting (Sub)	Lf	\$8.40	8900	\$74,760.00
Remove / Haul Concrete	Sy	\$9.14	9511	\$86,930.54
Base Material	Sy	\$2.92	9511	\$27,772.12
General Conditions	Ls	\$15,404.00	1	\$15,404.00
Equipment Damage	Ls	\$5,520.00	1	\$5,520.00
Industrial Builders Mob	Ea	\$8,000.00	1	\$8,000.00
			Total	\$218,386.66

Final Change Order Pricing:

Item	Unit	Price	Quantity	Total
Saw Cutting (COP)	Lf	\$3.45	8900	\$30,705.00
Remove / Haul Concrete	Sy	\$9.14	9511	\$86,930.54
Base Material	Sy	\$2.92	9511	\$27,772.12
General Conditions	Wk	\$4,036.00	3	\$12,108.00
Equipment Damage	Ls	\$5,520.00	1	\$5,520.00
Added Mobilization	Ea	\$1,380.00	3	\$4,140.00
			Total	\$167,175.66

Staff Recommendation: The City Manager recommends approval of Change Order number 1 as outlined in the attached Fiscal Note.

Fiscal Impact: See Attached Fiscal Note.

Regulatory Impact (local): None

Attachments:

Change Order Number 1

Fiscal Note

RESOLUTION NO. 4790

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED TO EXECUTE THE CITY MANAGER’S RECOMMENDATION FOR CHANGE ORDER #1 FOR THE 2018 CAPITAL IMPROVEMENT PROJECT ON MAIN, CALLENDER AND LEWIS STREETS FOR THE GENERAL SERVICES CONTRACT BETWEEN THE CITY OF LIVINGSTON AND COP CONSTRUCTION.

WHEREAS, the original contract for the Livingston 2018 CIP was executed with COP Construction for the amount of \$2,329,028.90. COP mobilized to the project on April 2, 2018 and the subcontractor, Industrial Builders, began milling the asphalt in Callender Street on April 4. Directly upon milling, the crew encountered concrete beneath the pavement. COP and TD&H determined several locations throughout the project to bore through the asphalt and confirm there is 6” to 9” of concrete below pavement across the entire project; and

WHEREAS, COP Construction has provided pricing to saw cut asphalt for utility trenches using a subcontractor, hauling away the asphalt/concrete material and additional costs for labor and material associated with the change in conditions; and

WHEREAS, due to the change in conditions of this project, there is a Final Change Order Pricing of an additional \$167,175.66, and

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

On the City of Livingston’s behalf, the City Manager is hereby authorized to sign all documents with COP Construction, and any other required parties to implement this recommendation.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this _____ day of _____, 2018.

**Resolution No. 4790
Authorizing the City Manager to sign all documents with COP Construction, and any other required parties to implement this recommendation**

DOREL HOGLUND - Chairman

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
City Attorney

Resolution No. 4790
Authorizing the City Manager to sign all documents with COP Construction, and any other required parties to implement this recommendation

City of Livingston Fiscal Note

Resolution #4790

Fiscal Analysis Assumptions

In March 2018 the City of Livingston executed a contract with COP Construction to replace infrastructure in the downtown. Industrial Builders, a sub-contractor of COP, began milling the streets April 1 and soon discovered concrete below the asphalt that was not anticipated in the original bid price. City staff has been working with engineers and contractors to determine the cost of removing this concrete. Provided is a breakdown of the downtown CIP based on the budget, actual contract amount, and additional costs due to the removal of concrete. Also included is how the city will handle the increase in costs associated with the project.

Fiscal Year	Budgeted Cost	Construction Contract	Reallocation of Funding Source	Concrete Removal	Under/(Over) Budget
General Fund					
2018	-	11,312	-	-	(11,312)
2019	-	17,190	-	-	(17,190)

This project cost was for fiber lines included in the bid. At this time the city does not plan to include fiber lines.

Light Maintenance Fund					
2018	58,435	58,435	-		-
2019	33,215	33,215	-		-

Street Maintenance Fund					
2018	489,282	614,719	(117,093)	30,905	(39,249)
2019	191,316	169,113	(18,832)		41,035

Reserves in the street maintenance district are currently not sufficient to cover the funding shortfall of this project. The city has determined the following solutions to cover the additional funding needed to complete this phase of the CIP:

- Excess reserves in the gas tax fund of \$45,000 will be used
- The preliminary budget for FY19 included the purchase of a new street sweep for \$240,000. The city will delay the purchase or look for other financing options.
- The original budget included allocations to the water and sewer fund based on a 10' utility trench. This has been expanded to 12' to allow for additional costs to be allocated to water

Gas Tax					
2018	90,000	90,000	-	45,000	(45,000)
2019	150,000	150,000	-	-	-

Change Order

No. 1

Date of Issuance: _____ Effective Date: _____

Project: City of Livingston 2018 CIP	Owner: City of Livingston	Owner's Contract No.:
Contract: Livingston 2018 CIP		Date of Contract: 3/6/2018
Contractor: COP Construction		Engineer's Project No.: B15-107

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Additional mobilization, labor and material costs to adjust for 6"-9" of concrete encountered beneath the asphalt on this project.

Attachments (list documents supporting change):

Cost detail from Contractor with estimated quantities.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$2,329,028.90

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____:

\$0

Contract Price prior to this Change Order:

\$2,329,028.90

Increase of this Change Order:

\$167,175.66

Contract Price incorporating this Change Order:

\$2,496,204.56

Original Contract Times: Working days Calendar days
Substantial completion (days or date): 10/12/2018
Ready for final payment (days or date): 10/12/2018

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): 0
Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): 10/12/2018
Ready for final payment (days or date): 10/12/2018

Increase of this Change Order:

Substantial completion (days or date): 10/26/2018
Ready for final payment (days or date): 10/26/2018

Contract Times with all approved Change Orders:

Substantial completion (days or date): 10/26/2018
Ready for final payment (days or date): 10/26/2018

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Backup material for agenda item:

- A. DISCUSS/APPROVE/DENY - Application of Julia Barton for property abandonment



Guardian Title Inc
504 E. Callender
Livingston, MT 59047
(406) 222-3037 (406) 222-8286- FAX

Date: November 18, 2011

TO: Julia Barton
PO Box 234
Livingston, Montana 59047

RE: Guardian Title Order #: 1110417

Dear Julia:

We have finalized the above Title order for your recent real estate transaction and are enclosing your Owners Title Policy.

We would like to take this opportunity to thank you for doing business with GUARDIAN TITLE INC. We are a full service title company that can meet all your title and escrow needs and hope you will think of us anytime you have need for a title company. We give discounts on future orders from any work we have done previously and offer fast, confidential and dependable service.

We hope we again will have the pleasure of serving you.

Sincerely yours,

B. Dean Holmes, Owner

Dh/encl

SCHEDULE A

Name and Address of Title Insurance Company: Stewart Title Guaranty Company
P.O. Box 2029
Houston, Texas 77252-2029

File No.: 1110417

Policy No.: O-9301-1953845

Loan No.:

*Address Reference: 1601 East Lewis Street
Livingston, Montana 59047

Amount of Insurance: \$108,000.00

Premium: \$593.00

Date of Policy: November 15, 2011 at 2:59 PM

1. Name of Insured:
Julia Barton
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Julia Barton
4. The Land referred to in this policy is described as follows:

Fractional Lots 13, 14, 15 and 16, All of Lots 17, 18, 19 and 20, and Fractional Lots 21, 22 and 23 in Block G of the Riverside Addition to the City of Livingston, according to the official plat thereof on file and of record in the office of the Clerk and Recorder, Park County, Montana.

*FOR COMPANY REFERENCE PURPOSE ONLY, NOT AN INSURING PROVISION.

OWNER'S POLICY OF TITLE INSURANCE ISSUED BY



Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from (a) A defect in the Title caused by (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation; (ii) failure of any person or Entity to have authorized a transfer or conveyance; (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered; (iv) failure to perform those acts necessary to create a document by electronic means authorized by law; (v) a document executed under a falsified, expired, or otherwise invalid power of attorney; (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or (vii) a defective judicial or administrative proceeding. (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid. (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (a) the occupancy, use, or enjoyment of the Land; (b) the character, dimensions, or location of any improvement erected on the Land; (c) the subdivision of land; or (d) environmental protection if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Signature of Chairman of the Board



Signature of President

Countersigned:

Signature of Authorized Countersignature

Guardian Title Inc
Company
Livingston, Montana
City, State

Part 1 of Policy Serial No. O-9301-1953845

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending

the action or proceeding, or effecting settlement, and (ii) the lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department, P.O. Box 2029, Houston, Texas 77252-2029.

File No.: 1110417

Policy No.: O-9301-1953845

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Record. No liability is assumed for errors, omissions or changes of assessed valuations or amount of taxes assessed by any state, county, city or federal taxing or assessing authority.
2. Any facts, rights, interest or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authoring the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) any right, title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons; whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records.
6. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any service, installation or connection charge for any and all utilities, including, but not limited to sewer, gas, water or electricity.
8. County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Park to use and occupy those certain roads and trails.
9. General County tax and assessment(s) for the year 2012 and subsequent years. General County tax and assessment(s) for the First Half of 2011 show paid and the Second Half of 2011 show due and payable. First Half 2011 **\$1,153.13 show paid**; Second Half 2011 **\$1,153.12 show due May 31, 2012**; Total Taxes **\$2,306.25**, Taxpayer Number **18570**.

APPLICATION FOR STREET/ALLEY VACATION*

1. Applicant's Name: JULIA BARTON
2. Applicant's Address: 1601 E. LEWIS ST
LIVINGSTON
3. Applicant's Telephone Number: 406-599-8180
4. Description of street/alley requested for vacation:
See drawings and descriptions
5. Attach map/diagram of proposed vacation with the following:
- location in city
 - the street/alley proposed for vacation
 - applicant's property
 - abutting property owners
 - utilities; and
 - adjacent buildings/fixtures
6. Attach names and addresses of all landowners adjacent to the street/alley being sought to be vacated.
7. Is the Street/Alley improved? (circle appropriate response):
Yes No
8. Attach statements from utility companies indicating whether they consent, consent with conditions and stating conditions or object to proposed vacation.
9. Attach title report showing all ownership interests and easements in property abutting the proposed vacation.
10. A nonrefundable Application Fee for street/alley vacation in the amount of \$ 225.00 must accompany the application.

*NOTE: A. Submission of Application for street/alley vacation with appropriate fees in no way obligates the City to vacate said street or alley; the City Council will ultimately decide whether the street/alley vacation can be done without detriment to the public interest.

B. The City reserves the right to maintain a strip of land in the vacated street or alley for purposes of a public thoroughfare.

March 7, 2018

To the Members of the City Commission of the City of Livingston, Montana,

I, Julia Barton, of 1601 E. Lewis Street, Livingston, am petitioning the commission to vacate an alley that runs through my property and only my property. This would allow me to make use of ground already within my property. This alley affects no other city resident and would release the City from installing any city services in this alley or any other maintenance.

This alley has never been used as an easement or alley or even as a walk through for any entity since the property was settled in 1932, 86 years ago. There are large (approximately 100 year old) cottonwoods in the alley on the east side, (butting up to property within the county, not city), and at least 30-40 year old trees in the front, which are in the middle of the alley.

I researched the possibilities of any recorded easements against or on my property from any neighboring property through Guardian Title of Livingston, (who did the title search when I bought the property in 2011), and it shows no easements whatsoever.

I would like to resurvey my property and sell one lot of approximately 6000 sq. ft. with the lot fronting Lewis Street. Selling this lot would lessen the burden for me as a single income earner yet allow me to be able to contribute to the community and continue to improve our neighborhood.

City Benefits:

- Revenue from Impact and associated fees/taxes from new lot
- No setback variances as the current lot is a small, narrow triangle and would need variances on two sides.
- With one lot facing the street, all city services are already in place on Lewis Street and would eliminate the need to bring city services down the alley to the sides of the lots.

Vacating this old, never used alley would be a benefit to the city and a huge relief for me as a homeowner.

I urge you to vote for vacating this alley so I may use my property the best and most valuable way for both the city and myself.

I have had the area in question measured and marked by Barney Hallin and Associates, Land Surveyors, on the enclosed photocopy and on the ground. Please feel free to visit the site at your convenience to see the possibilities and the problems with the alley as it is now.

Thank you very much,

Julia Barton
406-599-8180

The property tax description reads:

Livingston Riverside Addition, S18, T02S, R10E, block G, FCT'L Lots 13-16, all Lots 17-20, FCT'L Lots 21-23.

49-0803-18-2-24-13-0000

Enclosures:

Application

Map/description/sketch

Plot map of Barton property "Block G"

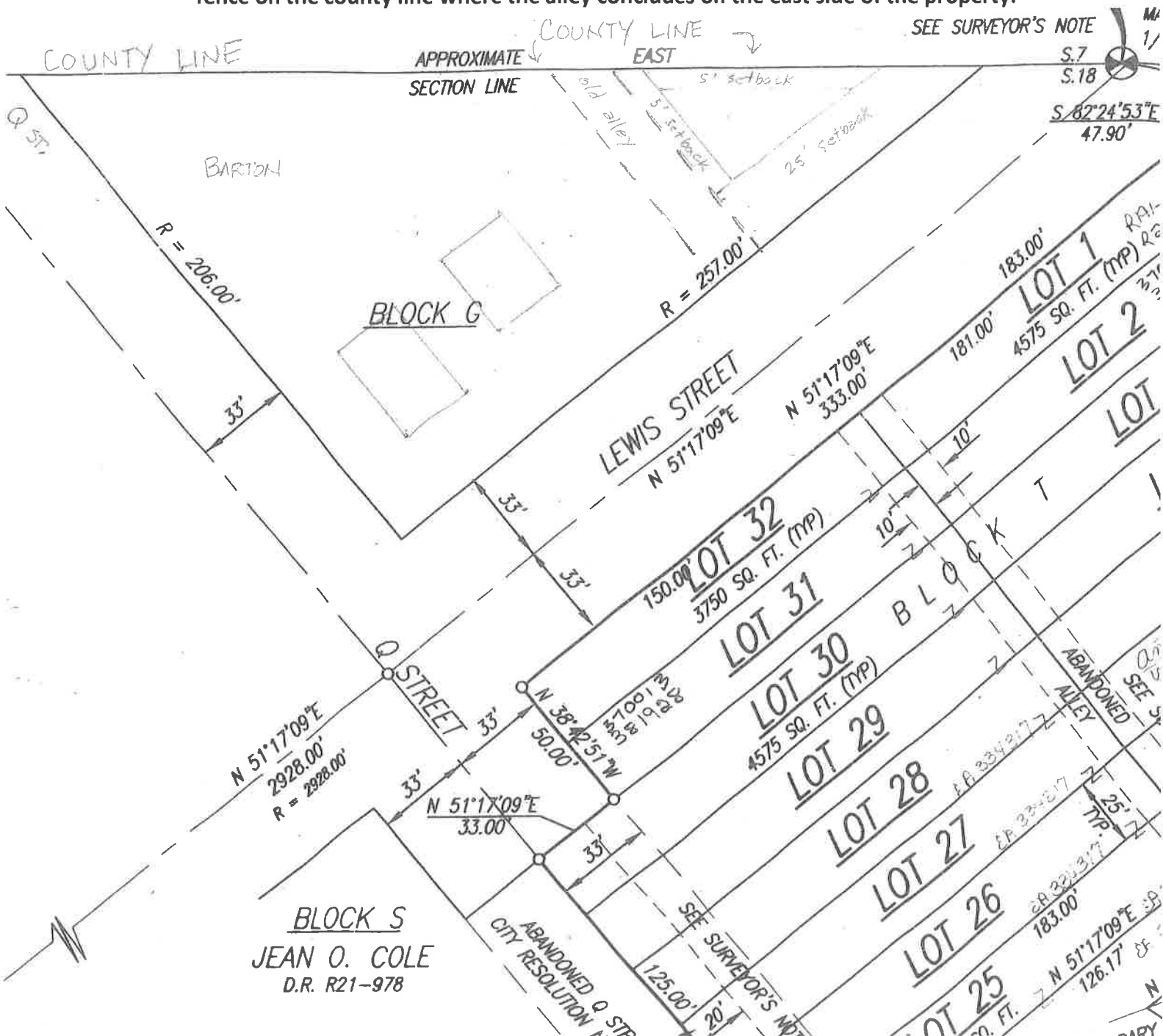
Neighbor names, address, phone number

Hallin and Asso. Photo sketch

Photos of alley

Title Report

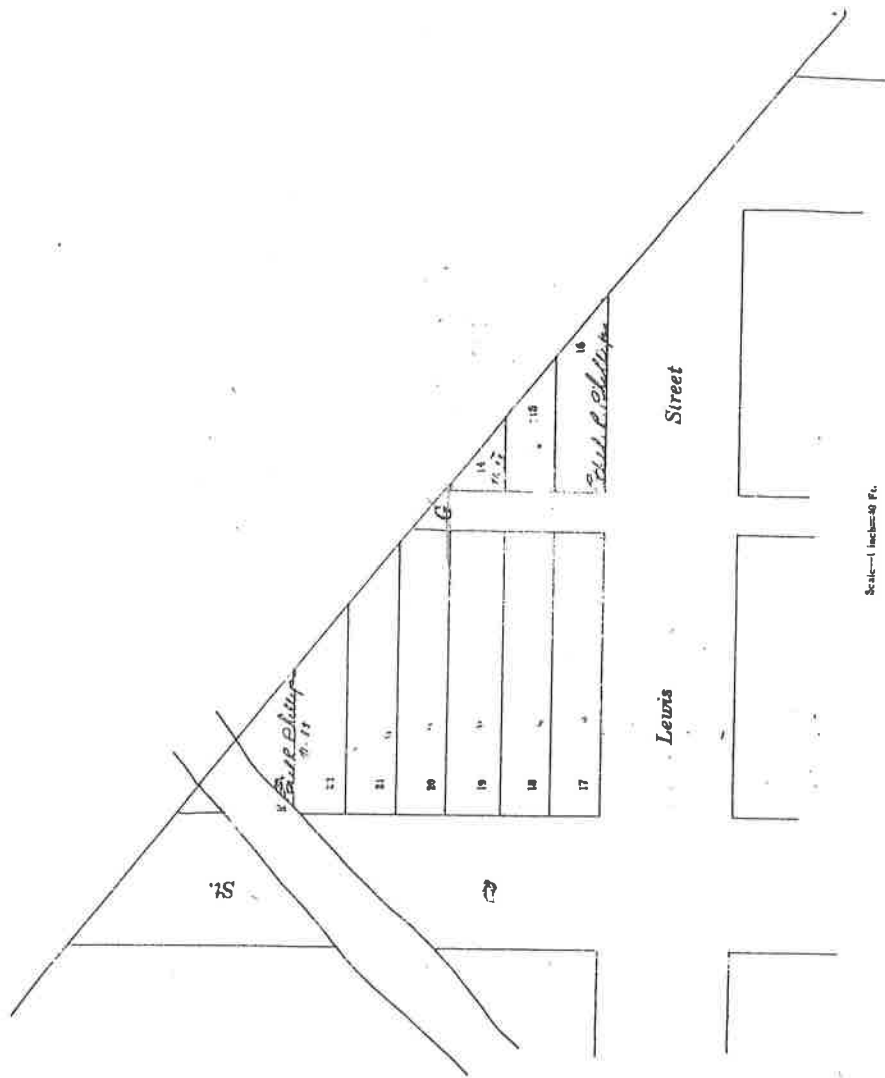
- a.) Alley located near the east end of Lewis St.
- b.) Alley marked below.
- c.) Applicant's property noted below with alley sitting in center of property.
- d.) Abutting County property owners are: Richard G. and Lessie R. Tonnesen at 1605 E. Lewis St. Phone# 406-222-3689. On March 14th, 2018, the Tonnesens stated they would not oppose the alley being vacated. There are no other properties touching this alley except the applicant's.
- e.) There is no utility service, or installation, including sewer, gas, water, electricity, phone or other in the alley. The Utility companies have done location siting work and marked "No Utilities" at this site numerous times over the last 6 years. City water is marked out on Lewis Street.
- f.) There are no buildings or fixtures adjacent to the alley. There is an old barbed wire fence on the county line where the alley concludes on the east side of the property.



6.) Neighbors whose land in the County butts up to Barton alley city property.

Richard G. and Lessie R. Tonnesen
1605 E. Lewis Street
Livingston, MT
406-222-3689

Block G



EXHIBIT

A Sketch Of THE PROPOSED ALLEY ABANDONMENT IN BLOCK G OF THE RIVERSIDE ADDITION TO LIVINGSTON

Tract B
C.O.S. 303

Plat No. 621

Located In The NW¹/₄ of Section 18,
Township 2 South, Range 10 East, P.M.M.
County Of Park, State Of Montana



Livingston City Limits

Section 7
Section 18

Block G
Julia Barron
Deed Rec. Doc. #368404

Block G
Julia Barron
Deed Rec. Doc. #368404

C.O.S. 2470

Q Street

Lewis Street

Little Creek Bend

C.O.S. 1721

Block H

110

HALLIN & ASSOCIATES, PLLC
Professional Land Survey
1318 West Front Street
Livingston, Montana 59
(406) 222-1303

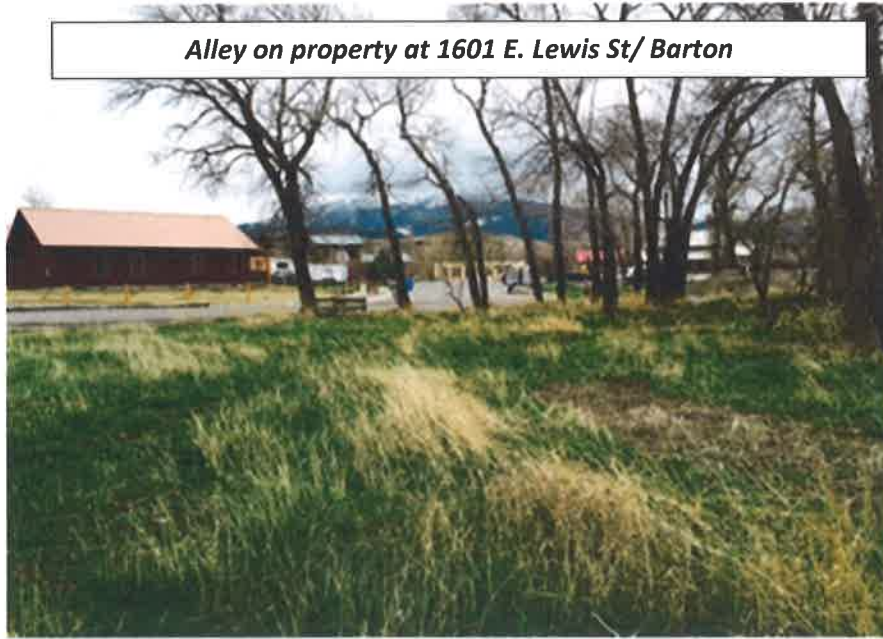


Drawn By:
K. Loberg
2-01-2018

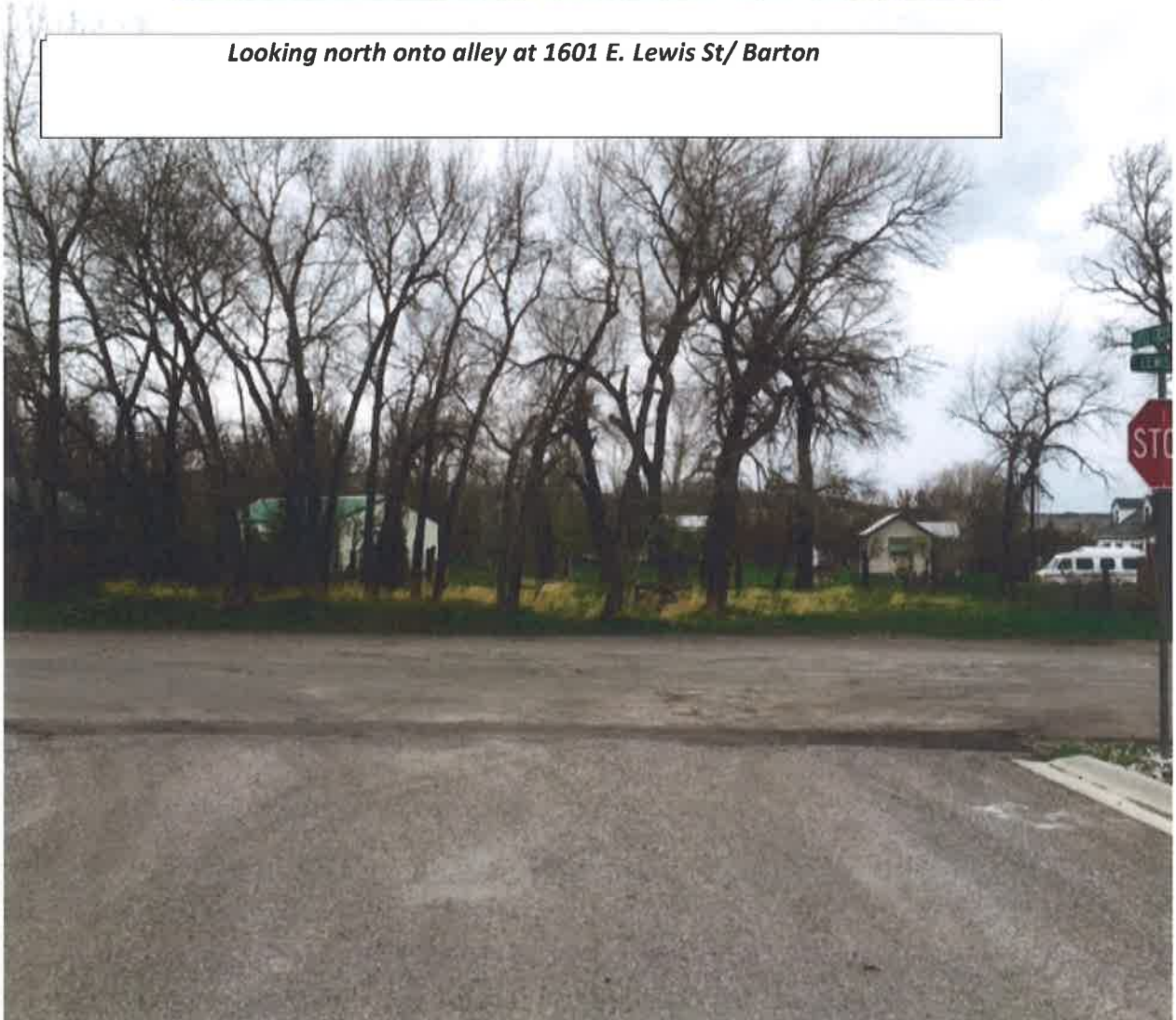


Note:
The aerial photograph is placed in a best-fit position for illustration purposes only. The photograph is warped in respect to the grid used this survey. Features in this photograph do not precisely match the location of surveyed features.

Alley on property at 1601 E. Lewis St/ Barton



Looking north onto alley at 1601 E. Lewis St/ Barton



On alley, looking south on 1601 E. Lewis St /Barton



Backup material for agenda item:

B. DISCUSS/APPROVE/DENY - Northtown Development Conditional Approval

Report to City Commission

Livingston Planning Board & Zoning Commission
Approved unanimously by Planning Board on April 20, 2018

Re: Northtown Subdivision application

Summary

The Planning Board unanimously approved a Northtown Subdivision application, presented to the Planning Board at their April 2018 meeting. This subdivision is consistent with existing and planned development in adjacent regions.

There are two critical issues relevant to development in this area:

- Drainage, due to uneven topography
- Traffic impacts

This development will certainly result in increased traffic through northwest neighborhoods, placing additional strain on current railroad crossings. The city administration should investigate the impacts of increased traffic throughout these neighborhoods, both with and without an additional railroad crossing.

The developer requested a variance to avoid installing alleys due to the uneven topography. The Planning Board found this request to be reasonable and approved the variance request.

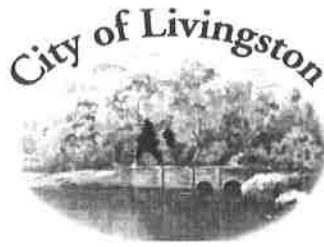
The Planning Board added two conditions to the list contained in the Planning Department's Staff Report:

- The developers should work with the Parks and Trails Committee to determine parkland dedications
- The development should conform to the City's new parkland dedication requirements in the subdivision regulations.

Recommendation

- Approve subdivision request.
- Development should conform to new parkland dedication requirements.

Michael Kardoes
City Manager
citymanager@livingstonmontana.org
(406) 823-6000 Phone



Chair
Dorel Hoglund
Vice Chair
Quentin Schwarz
Commissioners
Mel Friedman
Sarah Sandberg
Warren Mabie

115

April 23, 2017

City Manager
414 East Callender Street
Livingston, MT 59047

The City Planning Board makes the following recommendation to the City Commission:

Recommend **conditional approval** of the North Town subdivision.

The Staff Report upon which this recommendation is based is attached.

Sincerely,

Jim Woodhull
Director of Building/Planning

STAFF REPORT
North Town Subdivision

BACKGROUND

Mr. Bill Muhlenfeld and Mr. Matt Faure, owners of property described as Lot 3 of Subdivision Plat No. 253, located north of the Palace Addition, are proposing to create fifty-four (54) residential lots.

FINDINGS OF FACT

The Montana Code Annotated requires that the following primary criteria be the basis for the governing body's decision to approve, conditionally approve or disapprove a proposed subdivision:

(Answers appear in *italics*)

1. Effect on Agriculture

- 1) Would the subdivision remove agricultural or timberlands with significant existing or potential production capacity? *No.*
- 2) Would the subdivision remove from production agricultural lands that are critical to the areas agricultural operations? *No.*
- 3) Would the subdivision create significant conflict with nearby agricultural operations (e.g. creating problems for moving livestock, operating farm machinery, maintaining water supplies, controlling weeds, applying pesticides or would the subdivision generate nuisance complaints due to nearby agricultural operations)? *No. There are no intensive agricultural activities in the immediate area.*
- 4) How would the subdivision affect the value of nearby agricultural lands? *See answer above.*

2. Effect on Agricultural Water User Facilities

- 1) Would the subdivision create a significant conflict with agricultural water user facilities (e.g. creating problems for operating and maintaining irrigation systems or creating nuisance complaints due to safety concerns, noise, etc.)? *There are no known agricultural water facilities effected by this project.*

3. Effect on Local Services

- 1) What additional or expanded public services and facilities would be demanded to serve this subdivision? *Water, sewer, garbage collection, police, fire, EMS.*
 - a) What additional costs would result for services such as streets, law enforcement, parks and recreation, fire protection, water, sewer and solid waste, schools and busing (including additional personnel, equipment, construction and maintenance costs)? *The cost of police and fire services will eventually increase as the population increases. The amount attributed to this development is integrated into our current impact fee schedule.*
 - b) Who would bear these costs? *Impact fees will be charged at the time building permit(s) are issued.*
 - c) Can the service providers meet the additional costs given legal and other constraints? *The City's impact fees are designed to off-set the increase in costs.*
- 2) Would the subdivision allow existing services, through expanded use, to operate more efficiently or make the installation or improvement of services feasible? *This project will loop the City's water system providing better service for the area.*
- 2) What are the present tax revenues received from the unsubdivided land by the County, City and Schools? *Approximately \$700.*
- 3) What would be the approximate revenues received by each above taxing authority when the subdivision is improved and built upon? *Estimated at approximately \$50,000 to \$60,000 divided among all three entities.*
- 4) Would new taxes generated from the subdivision cover additional public costs? *In general, it is believed that residential property does not pay enough through property taxes to cover the cost of services provided. However, with impact fees it is much more likely for projects to pay for themselves.*
- 5) Would any special improvement districts be created which would obligate the City fiscally or administratively? *No.*

4. Effect on the Natural Environment

- 6) How would the subdivision affect surface and groundwater, soils, slopes, vegetation, historical or archaeological features, and visual features within the subdivision or on adjacent lands? *No known historic or archaeological resources are present. No surface waters are present.*
- a) Would any stream banks be altered, streams rechanneled or any surface water contaminated from run-off carrying sedimentation or other pollutants? *No.*
 - b) Would groundwater supplies likely be contaminated or depleted as a result of the subdivision? *No.*
 - c) Would construction of streets or building sites result in excessive cuts and fills on steep slopes or cause erosion on unstable soils? *No.*
 - d) Would significant vegetation be removed causing soil erosion or bank instability? *No. Proper construction techniques should avoid any erosion problems.*
 - e) Would significant historical or archaeological features be damaged or destroyed by the subdivision? *No known historic or archaeological resources exist on this property.*
 - f) Would the subdivision be subject to natural hazards such as flooding, rock, snow or land slides, high winds, severe wildfires or difficulties such as shallow bedrock, high water table, unstable or expansive soils, or excessive slopes? *High winds are a concern everywhere in Livingston. Known storm drainage issues will have to be mitigated through proper engineering design.*

5. Effect on Wildlife and Wildlife Habitat

- 1) How would the subdivision affect critical wildlife areas such as big game wintering range, migration routes, nesting areas, wetlands or other important habitat? *This subdivision is not located within critical wildlife habitat.*
- 2) How would pets or human activity affect wildlife? *Human/wildlife interaction is expected to be minimal at this location.*

6. Effect on Public Health and Safety

- 1) Would the subdivision be subject to hazardous conditions due to high voltage lines, airports, highways, railroads, high-pressure gas lines, or adjacent industrial uses? *No.*
- 2) What existing uses may be subject to complaints from residents of the subdivision? *None have been identified.*
- 3) What public health or safety hazards, such as dangerous traffic or fire conditions, would be created by the subdivision? *None have been identified.*

VARINACE REQUEST

In conjunction with this development, the applicant is requesting the following variance from the design requirements found in the City's Subdivision Regulations:

1. Standard: Alleys are required in all residential subdivisions.
Request: The applicant wishes to plat this subdivision with no alleys due to the topography of the site.

STAFF RECOMMENDATION (Variance)

Because this variance request will not be detrimental to public welfare or cause an increase in public costs, and because it would not place the subdivision in nonconformance with adopted zoning regulations, Staff recommends that the planning Board recommend to the City Commission that the variance request be **approved**.

PUBLIC HEARING

STAFF RECOMMENDATION

Based upon the Findings of Fact, and after reviewing this application in light of the City's Growth Policy, the City Planning Department recommends that the City Planning Board recommend **conditional approval** of this subdivision. The suggested conditions follow:

1. A waiver of SID protest must be signed by the Subdivider that guarantees the participation of all lots in the subdivision in a future improvement district for public improvements. This will specifically apply to the west-end underpass and front street extension project.
2. All sewer and water main extensions will be a minimum of eight (8) inch.
3. Storm water design will meet all applicable DEQ standards.

4. A Montana licensed engineer, or his supervised representative, will be required to be on site during utility construction.
5. Any utility reimbursement plan must be submitted to, and approved by, the City prior to the beginning of construction.
6. The subdivider will be responsible for all required street signing to include traffic control signs as well as street name signs. All signs will be built and installed according to City specifications. Painting of curbs at fire hydrants will also be required.
7. Any improvement agreement(s) for deferred infrastructure construction need to be reviewed and approved by the City prior to the beginning of construction.
8. The subdivider will, in consultation with the County Extension Office, prepare a noxious weed plan to mitigate the spread of weeds to adjacent properties. Proof of compliance with this plan will be required in order to gain final approval.
9. All outdoor lighting in this development will be required to be night-sky friendly. City standard street lights will be required throughout the development.
10. Final approval of Phase 1 will require compliance with all of these conditions as well as completion of the water main loop and repair/re-construction of Prairie Drive necessitated by construction of sewer and water services for the first phase.
11. Final approval of Phase 2 will require compliance with all of these conditions as well as the reconstruction and improvement of Scenic Trail.
12. Final approval of Phase 3 will require compliance with all of these conditions as well as completion of all infrastructure improvement on the interior of that phase.

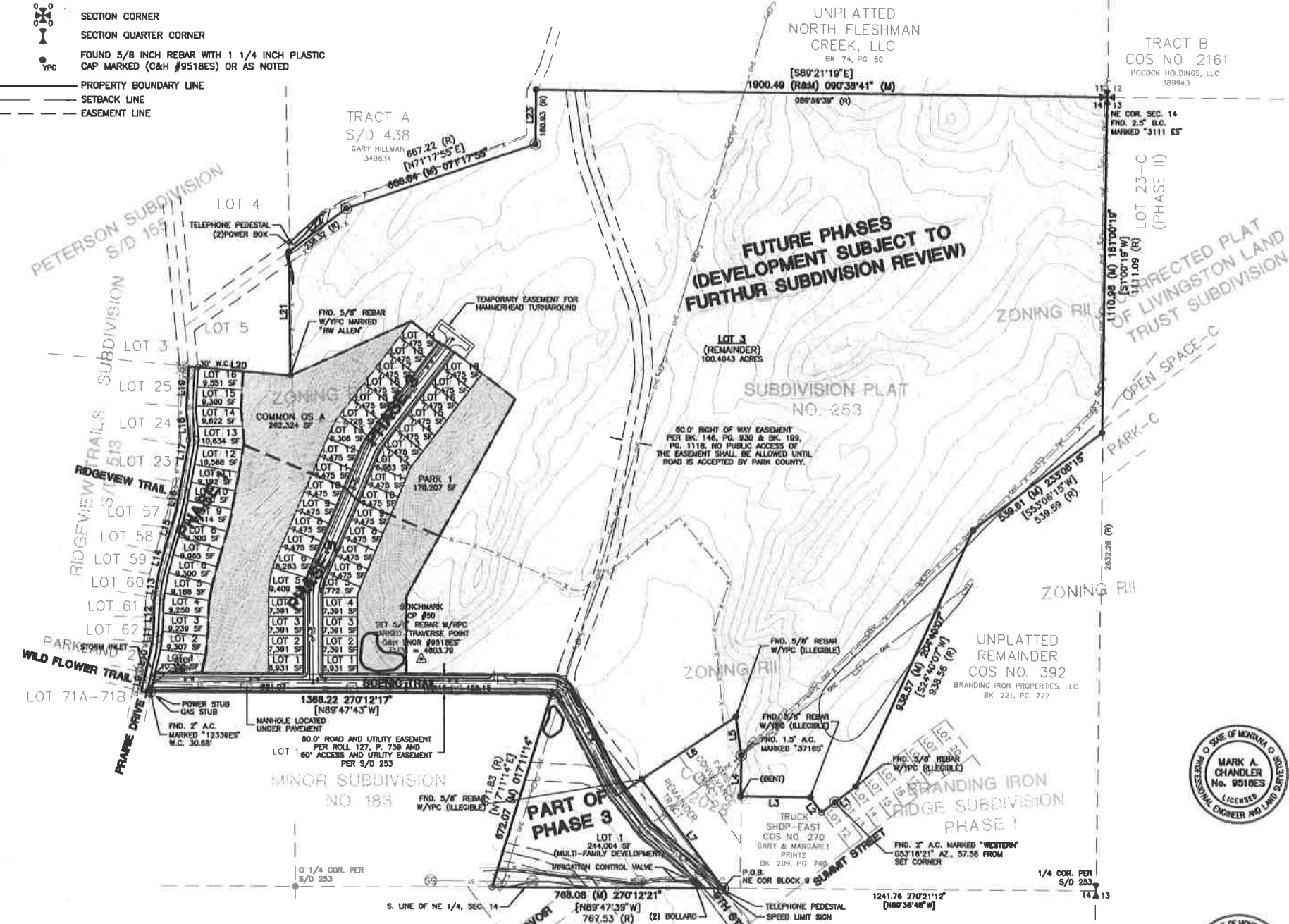
Added by Planning Board:

13. The developer will work with the City's Parks and Trails Committee to determine parkland dedications for this subdivision.
14. This development will conform to the most recent parkland dedication requirements in the City's subdivision regulations.

SURVEY REQUESTED BY OWNER TO CREATE 84 LOTS, 1 OPEN SPACE PARCEL, AND 1 PARK PARCEL FROM AN EXISTING TRACT OF LAND. DATE OF PREPARATION: 03-27-2018. OWNER: NORTHTOWN LIVINGSTON, LLC. DEED REF: DOC. NO. D393587

PRELIMINARY PLAT OF NORTHTOWN SUBDIVISION, PHASES 1-3 PART OF LOT 3, SUBDIVISION NO. 256, LOCATED IN THE N 1/2, SECTION 14, T. 2 S., R. 5 E., P.M.M., CITY OF LIVINGSTON, PARK COUNTY, MONTANA

- LEGEND (R) RECORD DISTANCE OR AZIMUTH (M) DISTANCE OR AZIMUTH SECTION CORNER SECTION QUARTER CORNER FOUND 5/8 INCH REBAR WITH 1 1/4 INCH PLASTIC CAP MARKED (C&H #9518ES) OR AS NOTED PROPERTY BOUNDARY LINE SETBACK LINE EASEMENT LINE



CERTIFICATE OF DEDICATION I, the undersigned property owner, do hereby certify that I have caused to be surveyed, subdivided and platted into lots, blocks, open space parcels, streets and alleys, and other divisions and dedications as shown by the plat hereunto included, the following described tract of land, to wit:

LEGAL DESCRIPTION That Part of Lot 3 of Subdivision Plat No. 253, Park County, Montana, according to the Official Plat thereof in the Office of the County Clerk and Recorder of Park County, Montana, less and excepting Tract A of Subdivision Plat No. 438, located in the North Half of Section 14, Township 2 South, Range 9 East of P.M.M., Park County, Montana, and further described as follows: Commencing at the East Quarter Corner of Said Section 14, thence westerly 270°12'21" assumed azimuth from north 1241.76 feet along the south line of the Northwest Quarter of said Section 14 to the Northwest Corner of Block 9, Palace Addition Subdivision No. 589, according to the plat thereof and being the Point of Beginning; thence westerly 270°12'21" azimuth 788.08 feet along the north line of said Palace Addition Subdivision No. 589; thence northerly 01°17'11" azimuth 872.07 feet along the east line of Lot 1, Minor Subdivision No. 183; thence westerly 270°12'17" azimuth 1366.22 feet along the north line of said Lot 1; thence on the following courses along the centerline of Prairie Drive: northerly 01°30'43" azimuth 83.57 feet; northerly 01°24'23" azimuth 85.51 feet; northerly 00°05'08" azimuth 80.40 feet; northerly 00°05'15" azimuth 84.72 feet; northerly 00°25'09" azimuth 83.35 feet; northerly 01°15'11" azimuth 93.59 feet; northerly 01°25'11" azimuth 120.06 feet; northerly 01°50'29" azimuth 181.90 feet; northerly 01°13'46" azimuth 81.84 feet; northerly 35°40'04" azimuth 98.73 feet; northerly 00°34'11" azimuth 143.20 feet; thence easterly 09°03'44" azimuth 338.70 feet along the south line of Lot 5, Pederson Subdivision No. 155; thence northeasterly 08°45'58" azimuth 441.12 feet; thence southeasterly 12°37'21" azimuth 115.00 feet; thence southeasterly 12°08'43" azimuth 64.55 feet; thence southeasterly 12°37'21" azimuth 253.34 feet; thence southeasterly 20°08'59" azimuth 751.89 feet; thence southerly 18°12'17" azimuth 256.21 feet; thence easterly 09°12'17" azimuth 481.30 feet; thence southeasterly 92.05 feet on a tangential curve concave to the southwest, radius 84.00 feet and central angle 82°47'03"; thence southeasterly 15°59'20" azimuth 345.67 feet; thence southeasterly 14°28'35" azimuth 33.13 feet; thence northeasterly 05°31'28" azimuth 59.26 feet; thence southeasterly 14°30'55" azimuth 452.46 feet along the southwesterly line of Certificate of Survey No. 2028 to the Point of Beginning.

Area = 1,334,327 square feet, 30.6319 acres or 123,963.0 square meters. Subject to existing easements. The above described tract of land is to be known and designated as NORTHTOWN SUBDIVISION, PHASES 1-3, City of Livingston, Park County, Montana; and the lands included in all streets, avenues, alleys and parks or public lands shown on said plat are hereby granted and donated to the City of Livingston for the public use and enjoyment. Unless specifically listed herein, the lands included in all streets, avenues, alleys, and parks or public lands dedicated to the public are accepted for public use, but the city accepts no responsibility for maintaining the same. The owner agrees that the City has no obligation to maintain the lands included in all streets, avenues, alleys, and parks or public lands hereby dedicated to public use. The lands included in all streets, avenues, alleys, and parks or public lands dedicated to the public for which the City accepts responsibility for maintenance include:

CERTIFICATE OF TRANSFER OF OWNERSHIP & COMPLETION OF NON PUBLIC IMPROVEMENTS

The following are hereby granted and donated to the property owners association noted below for their use and enjoyment: Park 1, Park 2, and Open Space 1. Unless specifically listed in the Certificate of Dedication, the city accepts no responsibility for maintaining the same. I, _____, hereby further certify that the following non-public improvements, required to meet the requirements of Chapter 28 of the Livingston Municipal Code, or as a condition(s) of approval of the subdivision plotted herewith, have been installed in conformance with any approved plans and specifications prepared in accordance with the standards of Chapter 28 or other City design standards, or have been financially guaranteed and are covered by the subdivision improvements agreement accompanying and recorded with this plat.

Installed Improvements: Financially Guaranteed Improvements: The subdivider hereby grants ownership of all non-public infrastructure improvements to the Northtown Subdivision Homeowner's Association. OWNER: Northtown Livingston, LLC. By: _____ (printed name) As: _____

Dated this ____ day of _____, 2018. STATE OF MONTANA COUNTY OF PARK This instrument was signed or acknowledged before me on this ____ day of _____, 2018, by _____ as _____ of Northtown Livingston, LLC, a Montana Limited Liability Company.

Notary Public for the State of Montana Printed Name: _____ Residing at: _____ My commission expires: _____

CERTIFICATE OF COMPLETION OF IMPROVEMENTS

I, _____ of Northtown Livingston, LLC, and I, Mark A. Chandler, a professional engineer licensed to practice in the State of Montana, hereby certify that the following improvements, required to meet the requirements of this title or as a condition of approval of the NORTHTOWN SUBDIVISION, PHASES 1-3, have been installed in conformance with the approved plans and specifications, or financially guaranteed and covered by the improvements agreement accompanying this plat. Installed Improvements: Financially Guaranteed Improvements: The subdivider hereby warrants against defects in these improvements for a period of two years from the date of acceptance by the City of Livingston. The subdivider grants possession of all public infrastructure improvements to the City of Livingston, and the City hereby accepts possession of all public infrastructure improvements, subject to the above indicated warranty.

Date: _____ Northtown Livingston, LLC. By: _____ Date: _____ Mark A. Chandler Montana Registration No. 9518ES Date: _____ Director of Public Works, City of Livingston, Montana

CERTIFICATE OF SURVEYOR

I, Mark A. Chandler, Professional Engineer and Land Surveyor No. 9518ES, do hereby certify that between July 13, 2018 and April ____ 2018, this Plat was surveyed under my direct supervision, and I have plotted the same as shown on the accompanying plat, and as described, in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 78-3-101 through 78-3-825, M.C.A., and the City of Livingston Subdivision Regulations. Date: _____ Mark A. Chandler Montana License No. 9518ES

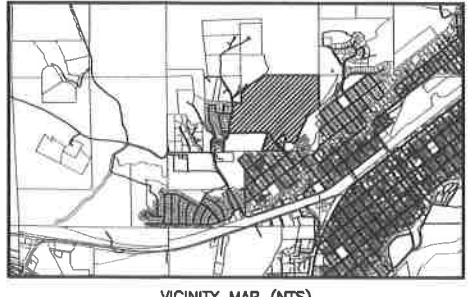
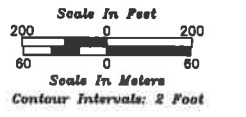
CERTIFICATE OF COUNTY TREASURER

I, Kevin J. Larkin, Treasurer of Park County, Montana, do hereby certify that the accompanying plat has been duly examined and that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid. Date: _____ By: _____ Deputy Treasurer of Park County

CERTIFICATE OF CLERK AND RECORDER

I, Arlita Redington, Clerk and Recorder of Park County, Montana, do hereby certify that the foregoing instrument was filed in my office at ____ o'clock ____ M. this ____ day of _____, A.D., 2018, and recorded as Subdivision No. _____, records of the Clerk and Recorder, Park County, Montana. By: _____ Deputy Clerk and Recorder

Parcel Line Table with columns: Line #, Length (M), Azimuth, Bearing, Length (R), Line #, Length (M), Azimuth, Bearing, Length (R). Rows L1 through L12.



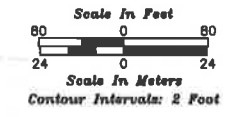
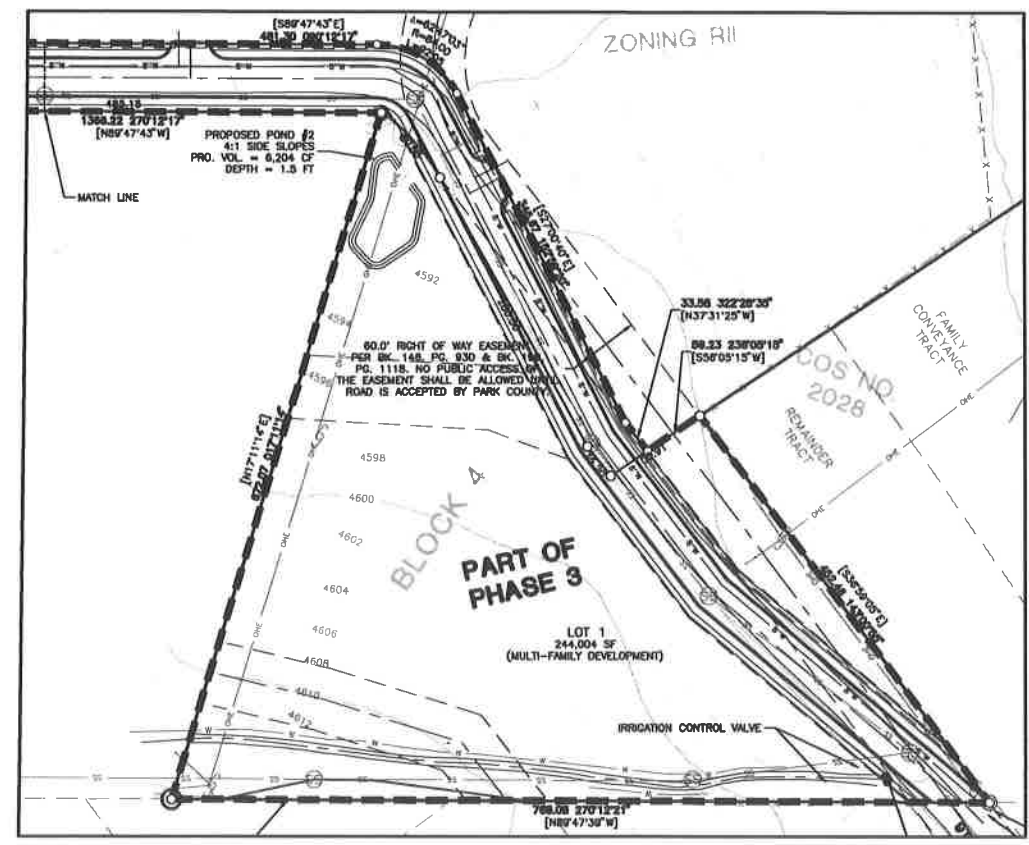
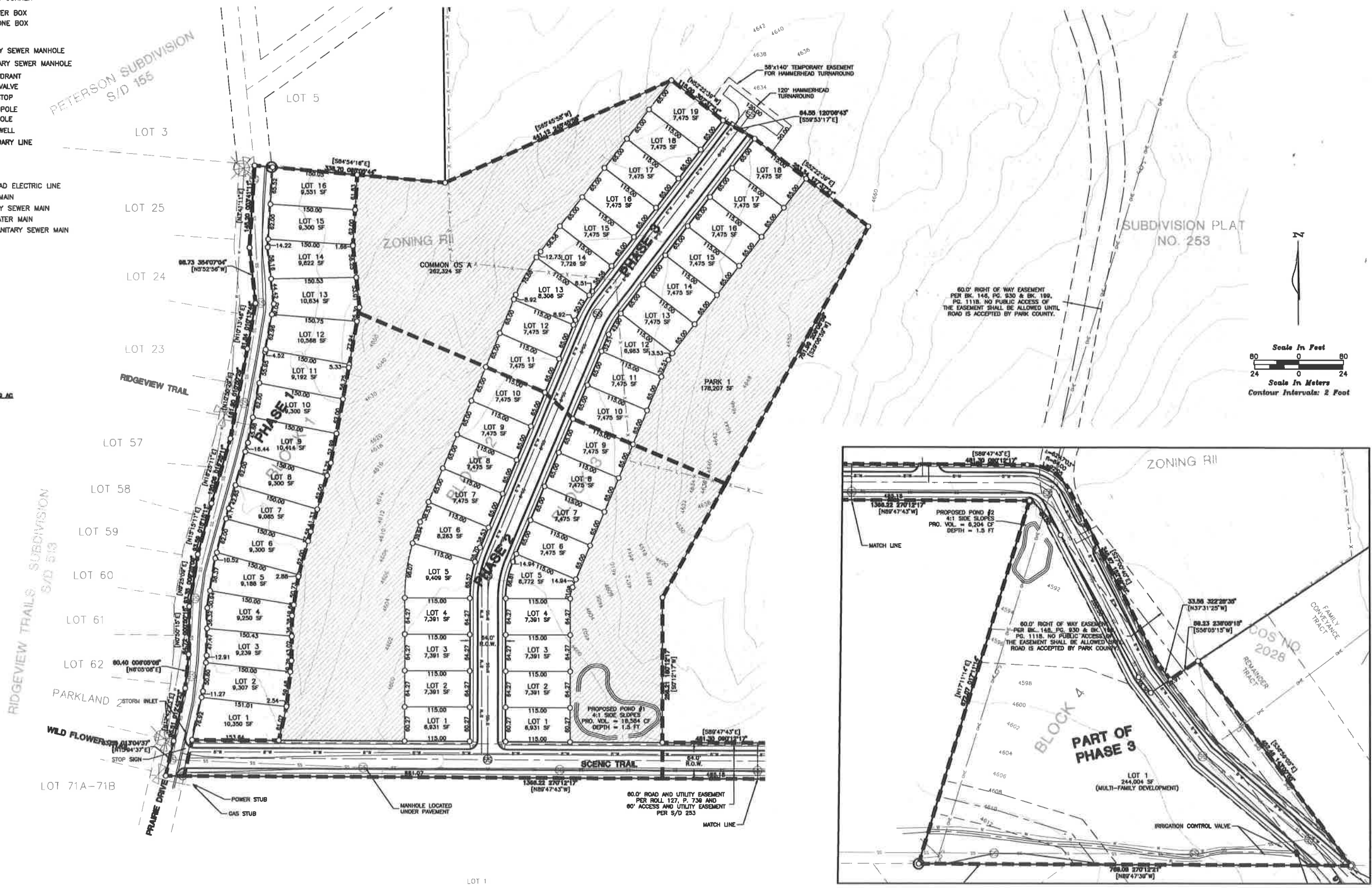
BASIS FOR AZIMUTHS FROM NORTH: WGS 84 DATUM BASED ON GPS OBSERVATIONS COLLECTED ON JULY 13, 2018. [N45°00'00"E] BEARING COMPUTED FROM AZIMUTH SHOWN

**PRELIMINARY PLAT OF
NORTHTOWN SUBDIVISION, PHASES 1-3**
PART OF LOT 3, SUBDIVISION NO. 256, LOCATED IN THE N 1/2, SECTION 14,
T. 2 S., R. 5 E., P.M.M., CITY OF LIVINGSTON, PARK COUNTY, MONTANA

- LEGEND**
- (R) RECORD DISTANCE OR AZIMUTH
 - (M) DISTANCE OR AZIMUTH
 - SECTION CORNER
 - SECTION QUARTER CORNER
 - EXISTING UG POWER BOX
 - EXISTING TELEPHONE BOX
 - EXISTING TREE
 - EXISTING SANITARY SEWER MANHOLE
 - PROPOSED SANITARY SEWER MANHOLE
 - EXISTING FIRE HYDRANT
 - EXISTING WATER VALVE
 - EXISTING CURB STOP
 - EXISTING POWER POLE
 - EXISTING LIGHT POLE
 - EXISTING WATER WELL
 - PROPERTY BOUNDARY LINE
 - SETBACK LINE
 - EASEMENT LINE
 - x-x-x- EXISTING FENCE
 - o-o- EXISTING OVERHEAD ELECTRIC LINE
 - w- EXISTING WATER MAIN
 - ss- EXISTING SANITARY SEWER MAIN
 - pw- PROPOSED 8" WATER MAIN
 - ps- PROPOSED 8" SANITARY SEWER MAIN

AREA TABULATION

LOTS
BLOCK 1 = 153,566 SF = 3.5254 AC
BLOCK 2 = 145,031 SF = 3.3283 AC
BLOCK 3 = 132,536 SF = 3.0431 AC
BLOCK 4 = 244,024 SF = 5.6018 AC
TOTAL = 675,157 SF = 15.4986 AC
OPEN SPACE
TOTAL = 262,324 SF = 6.0221 AC
PARK
TOTAL = 178,207 SF = 4.0910 AC
R.O.W.
TOTAL = 218,623 SF = 5.0189 AC
GRAND TOTAL = 1,334,977 SF = 30.6318 AC



Backup material for agenda item:

Supplemental - Thank you note from Leadership 49



We can't thank you enough for
your support of Leadership 49
and developing strong leaders
and communities across Park
County! Katie and the Planning Team