



# Livingston City Commission Agenda

**December 17, 2024 — 5:30 PM**

City – County Complex, Community Room

<https://us02web.zoom.us/j/83803936151?pwd=d01BYU4veVNSVEEdNdERMWEgyK0N6QT09>

Meeting ID: 838 0393 6151

Passcode: 389095

1. Call to Order

2. Roll Call

3. Public Comment

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

4. Consent Items

**A. APPROVAL OF MINUTES FROM DECEMBER 03, 2024, REGULAR MEETING PG. 4**

**B. APPROVAL OF CLAIMS PAID 11/28/24 - 12/11/24 PG. 12**

**C. AGREEMENT 20141 RIGHT-OF-WAY ENCROACHMENT LICENSE WITH VIEW VISTA COMMUNITY PG. 24**

**D. AGREEMENT 20142 FOR A RIGHT-OF-WAY ENCROACHMENT WITH NANCY KENNEDY PG. 40**

**E. REVISED AGREEMENT 20129 WITH CLEARY BUILDING CORPORATION PG. 56**

5. Proclamations

6. Scheduled Public Comment

7. Action Items

**A. PRESENTATION OF FIRE ENHANCEMENT FEASIBILITY STUDY BY FITCH & ASSOCIATES PG. 87**

**B. ORDINANCE 3056: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 30, ZONING, OF THE LIVINGSTON MUNICIPAL CODE, BY ALTERING SECTION 30.40, SECTION 30.41, SECTION 30.43, AND SECTION 30.51 AS THEY RELATE TO ACCESSORY DWELLING UNITS AND TWO (2) FAMILY DWELLINGS. PG. 189**

**C. DISCUSSION OF PROPOSED TECHNIAL AND CONFORMING CHANGES TO THE CITY OF LIVINGSTON SUBDIVISION REGULATIONS PG. 219**



**D. CONSIDERATION OF THE 2025 REGULAR MEETING SCHEDULE OF THE LIVINGSTON CITY COMMISSION PG. 336**

**E. CLOSED SESSION TO DISCUSS LEGAL STRATEGY PURSUANT TO MCA 2-3-203(4)(a) AND ALSO TO DISCUSS MATTERS OF INDIVIDUAL PRIVACY PURSUANT TO MCA 2-3-203(3)**

8. City Manager Comment

9. City Commission Comments

10. Adjournment

Calendar of Events

Supplemental Material

Notice

1. 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).
2. 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.
3. Special Accommodation: If you need special accommodations to attend or participate in our meeting, please contact the Fire Department at least 24 hours in advance of the specific meeting you are planning on attending.

**File Attachments for Item:**

**A. APPROVAL OF MINUTES FROM DECEMBER 03, 2024, REGULAR MEETING**



# Livingston City Commission Minutes

**December 03, 2024 — 5:30 PM**

City – County Complex, Community Room

<https://us02web.zoom.us/j/83978950831?pwd=TkdaQUFKcjhZVnROM2ppZE1XTERIQT09>

Meeting ID: 839 7895 0831  
Passcode: 970639

## 1. Call to Order

Chair Kahle called the meeting to order at 5:32 pm

## 2. Roll Call

### Commissioners Present

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

### City Staff Present

- City Manager Grant Gager
- Policy Analyst Greg Anthony
- City Attorney Jon Hesse
- Chief of Police Wayne Hard
- Finance Director Paige Fetterhoff
- Public Works Director Shannon Holmes
- Planning Director Jennifer Severson



3. Public Comment

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

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

4. Consent Items

- A. APPROVAL OF MINUTES FROM NOVEMBER 19, 2024, REGULAR MEETING**
- B. APPROVAL OF CLAIMS PAID 11/14/24 - 11/27/24**
- C. APPOINTMENT OF SARAH KNOEBL AND CHRIS RALEY TO THE LIVINGSTON URBAN RENEWAL AGENCY**
- D. AGREEMENT 20139 EXTENDING AE2S ON-CALL CONTRACT**
- E. AGREEMENT 20137 WITH MISSOURI RIVER DRUG TASK FORCE**
- F. AGREEMENT 20138 WITH TD&H FOR ENGINEERING SERVICES**

Commissioner Willich requested to pull Item D.

Commissioner Lyons motioned to approve Items A, B, C, E and F. Second by Commissioner Schwarz. Unanimously approved.

Commissioner Willich referenced page 59 and noted that the strategic alignment narrative was a placeholder rather than a meaningful description and would like to see that corrected.

The City Manager clarified that the contract supports the wastewater facility's specialized staffing needs.

Commissioner Willich motioned to approve Consent Item D. Second by Commissioner Schwarz. Unanimously approved.

5. Proclamations

6. Scheduled Public Comment

7. Action Items

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



City Manager Gager introduced Morgan from Maddox CPA Group. Morgan explained that the audit for the fiscal year ending June 30, 2024, returned a clean opinion. She noted one compliance finding regarding accumulated impact fees and explained that while the accumulation exceeded twice the appropriations, the funds were being set aside for a future project. Morgan thanked Finance Director Fetterhoff and the finance department staff for their diligence and extensive work in assembling the Annual Comprehensive Financial Report.

The City Manager reiterated the complexity and importance of the annual audit and commended the finance department's work.

Commissioner Schwarz thanked Director Fetterhoff for her work on this.

Commissioner Willich motioned to approve this item. Commissioner Lyons seconded.

Commissioner Willich expressed his happiness with the results of this year's audit.

Commissioner Lyons asked about potential risks or legal exposure due to the impact fee accumulation issue.

The City Manager stated within Livingston the railroad crossing is important and understands this finding appeared in the audit, but shared, encouragingly, that this item is addressing a community need.

This item was unanimously approved by all five Commissioners present.

**B. PRESENTATION OF STORMWATER UTILITY FEASIBILITY STUDY**

City Manager Gager introduced representatives from AE2S Nexus (Kayla and Jacob), who will present the feasibility study for a potential storm water utility.

Public Works Director Holmes explained that the City of Livingston has been working since 2015 to understand and improve its storm water system, which is old, undersized, and currently funded only through other utilities. He emphasized the importance of proactively managing storm water, not just reacting to issues as they arise, and highlighted the city's responsibility to protect local waterways – just as it does with wastewater.

The AE2S Nexus presenters, Kayla and Jacob, provided an overview of the feasibility study for creating a dedicated storm water utility in Livingston. They explained that such utility would offer a stable, long-term funding source for maintenance, operations, and capital improvements to the city's aged and undersized storm water system. Key points include:

- Annual Costs: This is a draft structure and is subject to change based on Commissioner feedback. First year revenue requirement is about \$564,000, Operations and Maintenance \$221,000, Capital Projects \$222,000, Interfund Transfer \$11,000, and Operating Reserves \$110,000. This would be an annual amount and would repeat year after year. Budget Highlights included: Operation and Maintenance, Capital Projects, General Fund transfer, Reserves and savings.



- Ways to Pay for Costs: Rate structures will vary by City and utility need, but services charges would come from Parcel size, Land use, and impervious area. A monthly service charge would roughly come in at \$9-\$10 for residential and \$18-\$19 for Commercial/Multi-Family.
- Main Study Takeaways: Utilities would generate adequate revenue, rates would be similar to peer cities, data limitations do exist, and some policy questions still remain.
- Next Steps: Finalize report based on feedback, continue community engagement, pursue a development plan, and acquire funding.
- Long-Term Benefits:

Commissioner Lyons asked for clarification on what the development plan would entail.

Jacob stated it starts with feasibility study then to the goal line of billing customers. Process includes data cleanup, plan to maintain rate structure, ordinances and legal process, and working with billing system to bill customers.

Vice-Chair Nootz asked for clarification on the expense part of the \$221,000 and \$222,000.

Kayla stated the large portion of the \$221,000 would be the equipment purchases, and the \$222,000 would be more of the one-time project expenses.

Vice-Chair Nootz asked if it would be a good idea to have a map of where these projects are.

Kayla stated there are a couple large engineering documents that have that information and sees the benefit in having a community centered map that people could see.

Vice-Chair Nootz wondered how the project timeline works with DEQ compliance and understands it's expensive to be out of compliance with DEQ.

Kayla stated currently we are not a permitted MS4 entity so this would not be an issue.

The City Manager stated the timeline for MS4 permit will come when census hits 10,000 which will be likely to happen in 2030.

Vice-Chair Nootz stated the community really wants the ability to engage around Public Works projects, and feels this would be helpful for this project.

Chair Kahle asked about timeline.

Kayla stated the development plan will take about 6 months, put us into 2025, and the goal would be to have bills going out in early 2026.



The City Manager stated we would be able to advance this over the next 6 to 9 months. A decision will still have to be made about the appropriate route for billing.

Chair Kahle asked about the DNRC grant and asked about funds.

The City Manager stated there are tiers for that grant and we are looking at the lower tier.

Chair Kahle asked for clarification on how the impervious surface data.

Jacob explained that this will be geared around nonresidential properties.

Commissioner Schwarz moved to receive and file the feasibility study and direct the City Manager to pursue recommendations. Commissioner Willich seconded.

6:38 pm Vice-Chair Nootz motioned for a 10 minute break seconded by Commissioner Lyons. Unanimously approved

Commissioner Willich expressed interest in exploring funding sources, including grants, to reduce the burden on residents.

Commissioner Lyons asked what the development plan will cost.

Jacob stated it will be based on some decisions that still need to be made, but initial estimates are coming in at the \$70,000 to \$100,000 range. The feasibility cost came in at \$30,000.

Vice-Chair Nootz emphasized the importance of transparent community engagement, encouraging outreach methods beyond surveys and considering resident preferences for billing methods.

Chair Kahle expressed agreement with Vice-Chair Nootz. She stated she would like to see people not paving boulevards.

This item was unanimously approved.

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

City Manager Gager explained that these easements were contemplated during earlier project approval but never formally recorded. He stated that no changes were made from the original plans. Accepting these easements would finalize the intended arrangements.

Commissioner Lyons asked if the easement alignments were identical to those previously discussed.

The City Manager confirmed no alterations.





Vice-Chair Nootz inquired if any additional corrections or updates that would be made before recording.

The City Manager noted that the City Clerk's authority includes making minor corrections.

Commissioner Lyons moved to approve Resolution 5151. Commissioner Willich seconded.

Vice-Chair Nootz mentioned that proper easement recording is essential for long-term infrastructure planning.

The City Manager stated they are utilizing a new process for easements, so they are not missed in the future.

This item was unanimously approved.

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

City Manager Gager introduced the need to update subdivision regulations to align with the 2021 Growth Policy and new legislative requirements. He explained that staff would draft revisions and seek Commission input.

Commissioner Lyons emphasized that aligning the subdivision regulations closely with the growth policy's recommendations would fulfill community expectations. He supported greater clarity to reduce future conditions on approvals.

Vice-Chair Nootz suggested stronger requirements rather than "exploratory" language, advocating for definitive policies on wetlands, wildlife corridors, and active transportation. She recommended alignment with storm water management practices, zero-scaping, and addressing the wildland-urban interface. She stressed incorporating recently adopted plans and new data into the regulations.

Chair Kahle reiterated the importance of ensuring new regulations reflect community values, making the approval process more transparent and efficient. She asked what the process would be for community input and how the Commission would review updates.

The City Manager stated a draft would be presented, and a public feedback portal would be opened.

Planning Director Severson explained the draft process and wants it to be as transparent as possible.

No formal action was taken. Staff will prepare a detailed draft addressing these points.

7:45 PM Chair Kahle motioned to enter closed session seconded by Vice-Chair Nootz. Unanimously approved.

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



The Commission returned to open session at 8:23 PM with no action taken in closed session.

#### 8. City Manager Comment

The City Manager announced the upcoming Livingston Historic Christmas Stroll and encouraged attendance.

#### 9. City Commission Comments

Commissioner Willich: No comment

Commissioner Lyons: Expressed excitement seeing progress in the growth policy.

Commissioner Schwarz: Attended the tree light that had a good turn out and will be at the Christmas Stroll

Vice-Chair Nootz: No comment

Chair Kahle: Thanked staff for their hard work on the upcoming changes to the subdivision regulations.

#### 10. Adjournment

8:25 pm Commissioner Lyons moved to adjourn seconded by Commissioner Schwarz. Unanimously approved.

#### Calendar of Events

#### Supplemental Material

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**File Attachments for Item:**

**B. APPROVAL OF CLAIMS PAID 11/28/24 - 12/11/24**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>AAA CLEANING, LLC</b>							
3727	AAA CLEANING, LLC	241	city hall cleaning	11/26/2024	2,000.00	2,000.00	12/06/2024
3727	AAA CLEANING, LLC	242	cIVIC CENTER	11/26/2024	2,600.00	2,600.00	12/06/2024
3727	AAA CLEANING, LLC	243	330 BENNETT CLEANING	11/26/2024	156.25	156.25	12/06/2024
3727	AAA CLEANING, LLC	243	330 BENNETT CLEANING	11/26/2024	156.25	156.25	12/06/2024
3727	AAA CLEANING, LLC	243	330 BENNETT CLEANING	11/26/2024	156.25	156.25	12/06/2024
3727	AAA CLEANING, LLC	243	330 BENNETT CLEANING	11/26/2024	156.25	156.25	12/06/2024
Total AAA CLEANING, LLC:					5,225.00	5,225.00	
<b>ADVANCED ENGINEERING &amp;</b>							
3605	ADVANCED ENGINEERING &	98926	PROFESSIONAL SERVICES	11/12/2024	1,744.00	1,744.00	12/06/2024
3605	ADVANCED ENGINEERING &	98926	PROFESSIONAL SERVICES	11/12/2024	2,981.50	2,981.50	12/06/2024
Total ADVANCED ENGINEERING &:					4,725.50	4,725.50	
<b>ALL SERVICE TIRE &amp; ALIGNMENT</b>							
22	ALL SERVICE TIRE & ALIGNME	69219	Flat repair	11/06/2024	20.00	20.00	12/06/2024
22	ALL SERVICE TIRE & ALIGNME	69295	Oil Change	11/21/2024	67.00	67.00	12/06/2024
22	ALL SERVICE TIRE & ALIGNME	69298	Flat repair	11/21/2024	20.00	20.00	12/06/2024
22	ALL SERVICE TIRE & ALIGNME	69299	New Tires	11/21/2024	486.00	486.00	12/06/2024
22	ALL SERVICE TIRE & ALIGNME	69311	Oil Change	11/26/2024	123.00	123.00	12/06/2024
Total ALL SERVICE TIRE & ALIGNMENT:					716.00	716.00	
<b>ALLISON VICENZI</b>							
10007	ALLISON VICENZI	2024.10.25	TRAVEL REIMBURSEMENT	10/25/2024	69.68	69.68	12/06/2024
Total ALLISON VICENZI:					69.68	69.68	
<b>ALSCO</b>							
10005	ALSCO	LBIL1991377	220 EAST PARK	11/21/2024	119.18	119.18	12/06/2024
Total ALSCO:					119.18	119.18	
<b>AMATICS CPA GROUP</b>							
3348	AMATICS CPA GROUP	79035	Audit Work	11/30/2024	27,000.00	27,000.00	12/06/2024
Total AMATICS CPA GROUP:					27,000.00	27,000.00	
<b>APPLES &amp; ANGLERS LLC</b>							
10007	APPLES & ANGLERS LLC	2024_12	CATERING	12/05/2024	8,472.50	8,472.50	12/05/2024
Total APPLES & ANGLERS LLC:					8,472.50	8,472.50	
<b>BALCO UNIFORM COMPANY, INC.</b>							
3371	BALCO UNIFORM COMPANY, IN	81274	BAUER VEST	11/27/2024	1,515.00	1,515.00	12/06/2024
3371	BALCO UNIFORM COMPANY, IN	81274	BAUER UNIFORM	11/27/2024	315.00	315.00	12/06/2024
Total BALCO UNIFORM COMPANY, INC.:					1,830.00	1,830.00	
<b>BETTER DAYS CLEANING</b>							
10004	BETTER DAYS CLEANING	1358	POLICE DEPT CLEANING	12/02/2024	875.00	875.00	12/06/2024
Total BETTER DAYS CLEANING:					875.00	875.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>BIG SKY FIRE EQUIPMENT</b>							
3	BIG SKY FIRE EQUIPMENT	0504769	TRUCK 1 REPAIR PARTS	10/30/2024	161.23	161.23	12/06/2024
Total BIG SKY FIRE EQUIPMENT:					161.23	161.23	
<b>BNSF RAILWAY COMPANY</b>							
10006	BNSF RAILWAY COMPANY	24011017	PERMIT	11/13/2024	25.00	25.00	12/06/2024
Total BNSF RAILWAY COMPANY:					25.00	25.00	
<b>BOUND TREE MEDICAL, LLC</b>							
2662	BOUND TREE MEDICAL, LLC	85571251	Patient Supplies	11/25/2024	771.99	771.99	12/06/2024
2662	BOUND TREE MEDICAL, LLC	85572924	Patient Supplies	11/26/2024	309.64	309.64	12/06/2024
Total BOUND TREE MEDICAL, LLC:					1,081.63	1,081.63	
<b>BRIDGER ANALYTICAL LAB</b>							
3820	BRIDGER ANALYTICAL LAB	2411211	ANALYSIS HARDNESS COPPER	11/26/2024	288.00	288.00	12/06/2024
Total BRIDGER ANALYTICAL LAB:					288.00	288.00	
<b>BRUCE E. BECKER, P.C.</b>							
10000	BRUCE E. BECKER, P.C.	2024.11	Contracted service	11/30/2024	4,000.00	4,000.00	12/06/2024
Total BRUCE E. BECKER, P.C.:					4,000.00	4,000.00	
<b>BTM TRUCKING INC.</b>							
10007	BTM TRUCKING INC.	2841	HAUL ASPHALT	11/05/2024	2,722.50	2,722.50	12/06/2024
Total BTM TRUCKING INC.:					2,722.50	2,722.50	
<b>CANON FINANCIAL SERVICES, INC</b>							
1747	CANON FINANCIAL SERVICES, I	36196670	Printer Contract	11/11/2024	29.31	29.31	12/06/2024
1747	CANON FINANCIAL SERVICES, I	36197859	Printer Contract	11/11/2024	29.75	29.75	12/06/2024
Total CANON FINANCIAL SERVICES, INC:					59.06	59.06	
<b>CARDINAL TRACKING INC</b>							
10006	CARDINAL TRACKING INC	137407	TICKETTRACK	12/03/2024	438.00	438.00	12/06/2024
Total CARDINAL TRACKING INC:					438.00	438.00	
<b>CARTER, THOMAS</b>							
10007	CARTER, THOMAS	2024.12	SHIPPING	12/03/2024	116.21	116.21	12/06/2024
Total CARTER, THOMAS:					116.21	116.21	
<b>CENTURYLINK</b>							
162	CENTURYLINK	2024.11.16	333975641	11/16/2024	98.02	98.02	12/06/2024
Total CENTURYLINK:					98.02	98.02	
<b>CITY OF LIVINGSTON</b>							
131	CITY OF LIVINGSTON	2024_11	Disbursement to City	11/29/2024	7,148.50	7,148.50	11/29/2024
Total CITY OF LIVINGSTON:					7,148.50	7,148.50	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>COMDATA</b>							
2671	COMDATA	XW716/204109	CG72P	10/01/2024	287.21	287.21	12/06/2024
2671	COMDATA	XW716/204109	CG73C	10/01/2024	551.36	551.36	12/06/2024
2671	COMDATA	XW716/204109	CG73H	10/01/2024	133.41	133.41	12/06/2024
2671	COMDATA	XW716/204109	CG73L	10/01/2024	422.04	422.04	12/06/2024
2671	COMDATA	XW716/204109	CG73S	10/01/2024	838.13	838.13	12/06/2024
2671	COMDATA	XW716/204109	CG74G	10/01/2024	297.24	297.24	12/06/2024
2671	COMDATA	XW716/204127	CG72P	12/01/2024	189.14	189.14	12/06/2024
2671	COMDATA	XW716/204127	CG72R	12/01/2024	33.78	33.78	12/06/2024
2671	COMDATA	XW716/204127	CG72R	12/01/2024	43.12	43.12	12/06/2024
2671	COMDATA	XW716/204127	CG73C	12/01/2024	640.60	640.60	12/06/2024
2671	COMDATA	XW716/204127	CG73H	12/01/2024	165.93	165.93	12/06/2024
2671	COMDATA	XW716/204127	CG73L	12/01/2024	276.86	276.86	12/06/2024
2671	COMDATA	XW716/204127	CG73S	12/01/2024	954.41	954.41	12/06/2024
2671	COMDATA	XW716/204127	CG74G	12/01/2024	393.65	393.65	12/06/2024
2671	COMDATA	XW717/204127	CG72S	12/01/2024	1,802.40	1,802.40	12/06/2024
Total COMDATA:					7,029.28	7,029.28	
<b>D&amp;R COFFEE SERVICE INC</b>							
10002	D&R COFFEE SERVICE INC	185335	RENTAL FEE	11/30/2024	50.00	50.00	12/06/2024
Total D&R COFFEE SERVICE INC:					50.00	50.00	
<b>DANIEL LASHINSKI</b>							
10003	DANIEL LASHINSKI	2024.11.13	TRAVEL REIMBURSEMENT	11/13/2024	33.50	33.50	12/06/2024
10003	DANIEL LASHINSKI	2024.11.19	TRAVEL REIMBURSEMENT	11/19/2024	136.68	136.68	12/06/2024
Total DANIEL LASHINSKI:					170.18	170.18	
<b>DELL MARKETING L.P.</b>							
745	DELL MARKETING L.P.	10785732948	POLICE/FIRE ADMIN	12/02/2024	724.98	724.98	12/06/2024
745	DELL MARKETING L.P.	10785732948	POLICE/FIRE ADMIN	12/02/2024	362.49	362.49	12/06/2024
745	DELL MARKETING L.P.	10785732948	POLICE/FIRE ADMIN	12/02/2024	362.49	362.49	12/06/2024
Total DELL MARKETING L.P.:					1,449.96	1,449.96	
<b>DELTA SIGNS &amp; GRAPHICS</b>							
509	DELTA SIGNS & GRAPHICS	3182	Decals	11/22/2024	255.96	255.96	12/06/2024
Total DELTA SIGNS & GRAPHICS:					255.96	255.96	
<b>DEPARTMENT OF NATURAL RESOURCES</b>							
10005	DEPARTMENT OF NATURAL RE	2025_01	loan 23-3757	12/01/2024	17,310.32	17,310.32	12/06/2024
10005	DEPARTMENT OF NATURAL RE	2025_01	loan 23-3757	12/01/2024	9,621.52	9,621.52	12/06/2024
Total DEPARTMENT OF NATURAL RESOURCES:					26,931.84	26,931.84	
<b>FISHER SAND AND GRAVEL</b>							
2904	FISHER SAND AND GRAVEL	34185	ROAD MIX	10/12/2024	2,839.92	2,839.92	12/06/2024
2904	FISHER SAND AND GRAVEL	36896	Sanding Material	11/16/2024	2,503.56	2,503.56	12/06/2024
Total FISHER SAND AND GRAVEL:					5,343.48	5,343.48	
<b>FOUR CORNERS RECYCLING, LLC</b>							
2919	FOUR CORNERS RECYCLING,	5426	Pull fees	11/28/2024	11,605.65	11,605.65	12/06/2024
2919	FOUR CORNERS RECYCLING,	CM5426	Credit	11/28/2024	2,680.80-	2,680.80-	12/06/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FOUR CORNERS RECYCLING, LLC:					8,924.85	8,924.85	
<b>FRONTLINE AG SOLUTIONS, LLC</b>							
2516	FRONTLINE AG SOLUTIONS, LL	1152457	WRF MINI LOADER WINDOW	07/18/2024	2,352.18	2,352.18	12/09/2024
2516	FRONTLINE AG SOLUTIONS, LL	1167026	SPINDLE & BELT	08/20/2024	295.33	295.33	12/06/2024
Total FRONTLINE AG SOLUTIONS, LLC:					2,647.51	2,647.51	
<b>HANSER'S AUTOMOTIVE &amp; WRECKER</b>							
1687	HANSER'S AUTOMOTIVE & WR	LIV6053	Towing	11/27/2024	100.00	100.00	12/06/2024
1687	HANSER'S AUTOMOTIVE & WR	LIV6054	Towing	12/02/2024	100.00	100.00	12/06/2024
1687	HANSER'S AUTOMOTIVE & WR	LIV6055	Towing	12/02/2024	100.00	100.00	12/06/2024
1687	HANSER'S AUTOMOTIVE & WR	LIV6058	Towing	12/03/2024	100.00	100.00	12/06/2024
Total HANSER'S AUTOMOTIVE & WRECKER:					400.00	400.00	
<b>HAWKINS, INC</b>							
470	HAWKINS, INC	6862957	Chlorine cylinder	09/15/2024	90.00	90.00	12/06/2024
470	HAWKINS, INC	6915608	Chlorine cylinder	11/15/2024	50.00	50.00	12/06/2024
Total HAWKINS, INC:					140.00	140.00	
<b>HIGH COUNTRY WILDLIFE CONTROL</b>							
10002	HIGH COUNTRY WILDLIFE CON	13068	PEST CONTROL	11/27/2024	210.00	210.00	12/06/2024
Total HIGH COUNTRY WILDLIFE CONTROL:					210.00	210.00	
<b>HORIZON AUTO PARTS</b>							
1920	HORIZON AUTO PARTS	016693	EXACTFITBLADE	11/18/2024	78.96	78.96	12/06/2024
1920	HORIZON AUTO PARTS	016719	PARTS	11/18/2024	43.84	43.84	12/06/2024
1920	HORIZON AUTO PARTS	017235	ICE BLADE	11/22/2024	31.98	31.98	12/06/2024
Total HORIZON AUTO PARTS:					154.78	154.78	
<b>JENNIFER SEVERSON</b>							
10004	JENNIFER SEVERSON	2024.10.25	TRAVEL REIMBURSEMENT	10/25/2024	69.68	69.68	12/06/2024
10004	JENNIFER SEVERSON	2024.10.3	TRAVEL REIMBURSEMENT	10/03/2024	152.76	152.76	12/06/2024
10004	JENNIFER SEVERSON	2024.10.9	TRAVEL REIMBURSEMENT	10/09/2024	183.58	183.58	12/06/2024
Total JENNIFER SEVERSON:					406.02	406.02	
<b>JON M HESSE PC</b>							
10005	JON M HESSE PC	46051	PROFESSIONAL SERVICES	11/28/2024	4,141.91	4,141.91	12/06/2024
Total JON M HESSE PC:					4,141.91	4,141.91	
<b>KELLEY CREATE</b>							
10006	KELLEY CREATE	37931414	AGREEMENT 112-3075248-000	11/20/2024	281.49	281.49	12/06/2024
10006	KELLEY CREATE	CM91755	DUPLICATE PAYMENT	11/21/2024	25.51-	25.51-	12/06/2024
10006	KELLEY CREATE	CM91755	DUPLICATE PAYMENT	11/21/2024	137.46-	137.46-	12/06/2024
10006	KELLEY CREATE	IN1777829	JH141120-02 CONTRACT	10/24/2024	3,019.16	3,019.16	12/06/2024
Total KELLEY CREATE:					3,137.68	3,137.68	
<b>KEN'S EQUIPMENT REPAIR, INC</b>							
1390	KEN'S EQUIPMENT REPAIR, IN	63863	ADAPTER FITTING	11/21/2024	38.20	38.20	12/06/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total KEN'S EQUIPMENT REPAIR, INC:					38.20	38.20	
<b>KENYON NOBLE</b>							
776	KENYON NOBLE	29789	RETURN	11/06/2024	179.99-	179.99-	12/06/2024
776	KENYON NOBLE	386322	HARNES	10/28/2024	69.99	69.99	12/06/2024
776	KENYON NOBLE	387706	SUPPLIES	10/29/2024	63.73	63.73	12/06/2024
776	KENYON NOBLE	388515	REPAIR SUPPLIES	10/29/2024	94.77	94.77	12/06/2024
776	KENYON NOBLE	390158	SUPPLIES	10/30/2024	24.98	24.98	12/06/2024
776	KENYON NOBLE	390158	SUPPLIES	10/30/2024	36.03	36.03	12/06/2024
776	KENYON NOBLE	401536	SOCK/WRN SET	11/06/2024	208.98	208.98	12/06/2024
776	KENYON NOBLE	401565	WRENCH SET	11/06/2024	234.98	234.98	12/06/2024
776	KENYON NOBLE	403351	MOORGARD	11/07/2024	75.99	75.99	12/06/2024
776	KENYON NOBLE	405581	WOOD FOR TRAINING FACILITY	11/08/2024	69.99	69.99	12/06/2024
776	KENYON NOBLE	413119	ASPHALT PATCH	11/12/2024	383.76	383.76	12/06/2024
776	KENYON NOBLE	421331	HAMMER	11/18/2024	62.98	62.98	12/06/2024
776	KENYON NOBLE	427167	CABLE TIES & POUCHES	11/21/2024	87.96	87.96	12/06/2024
776	KENYON NOBLE	430730	M1 BULB	11/24/2024	18.88	18.88	12/06/2024
Total KENYON NOBLE:					1,253.03	1,253.03	
<b>KIMBALL MIDWEST</b>							
2863	KIMBALL MIDWEST	102792336	PRY BAR	11/12/2024	145.02	145.02	12/06/2024
2863	KIMBALL MIDWEST	102818150	Supplies	11/20/2024	863.03	863.03	12/06/2024
Total KIMBALL MIDWEST:					1,008.05	1,008.05	
<b>KNIFE RIVER</b>							
8	KNIFE RIVER	936137	Plant Mix	10/24/2024	26,917.92	26,917.92	12/06/2024
8	KNIFE RIVER	936139	Plant Mix	10/25/2024	11,877.12	11,877.12	12/06/2024
Total KNIFE RIVER:					38,795.04	38,795.04	
<b>LEHRKIND'S COCA-COLA</b>							
2830	LEHRKIND'S COCA-COLA	2203464	Water	11/26/2024	54.00	54.00	12/06/2024
2830	LEHRKIND'S COCA-COLA	2203465	Water	11/27/2024	7.50	7.50	12/06/2024
Total LEHRKIND'S COCA-COLA:					61.50	61.50	
<b>LISA GARCIA</b>							
10007	LISA GARCIA	2024.10.25	TRAVEL REIMBURSEMENT	10/25/2024	34.84	34.84	12/06/2024
Total LISA GARCIA:					34.84	34.84	
<b>LIVINGSTON ACE HARDWARE - #122005</b>							
26	LIVINGSTON ACE HARDWARE -	F34787	EXTENSION CORD	11/05/2024	179.98	179.98	12/06/2024
26	LIVINGSTON ACE HARDWARE -	F35377	SUPPLIES	11/07/2024	14.97	14.97	12/06/2024
26	LIVINGSTON ACE HARDWARE -	F37784	TARP	11/12/2024	49.98	49.98	12/06/2024
26	LIVINGSTON ACE HARDWARE -	F38097	PAINT BRUSH	11/12/2024	17.36	17.36	12/06/2024
26	LIVINGSTON ACE HARDWARE -	F38231	BATTERY	11/13/2024	26.99	26.99	12/06/2024
26	LIVINGSTON ACE HARDWARE -	F38238	SUPPLIES	11/13/2024	32.15	32.15	12/06/2024
26	LIVINGSTON ACE HARDWARE -	F38291	GAS CAN	11/13/2024	79.99	79.99	12/06/2024
26	LIVINGSTON ACE HARDWARE -	F38456	HEAD LAMP	11/13/2024	71.75	71.75	12/06/2024
26	LIVINGSTON ACE HARDWARE -	F38689	TORX BIT	11/14/2024	24.99	24.99	12/06/2024
26	LIVINGSTON ACE HARDWARE -	F39117	DYNAFLEX	11/15/2024	7.99	7.99	12/06/2024
26	LIVINGSTON ACE HARDWARE -	F39129	SEAL TAPE	11/15/2024	7.77	7.77	12/06/2024
26	LIVINGSTON ACE HARDWARE -	F39259	DUMP TRUCK SUPPLIES	11/15/2024	71.42	71.42	12/06/2024



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
26	LIVINGSTON ACE HARDWARE -	F39947	HAZMAT SUPPLIES	11/16/2024	92.54	92.54	12/06/2024
26	LIVINGSTON ACE HARDWARE -	F41008	CUTTING WHEEL	11/19/2024	191.99	191.99	12/06/2024
26	LIVINGSTON ACE HARDWARE -	F41083	BYPASS	11/19/2024	76.98	76.98	12/06/2024
26	LIVINGSTON ACE HARDWARE -	F41258	RETURN	11/19/2024	191.99-	191.99-	12/06/2024
26	LIVINGSTON ACE HARDWARE -	F42429	STARTER CORD	11/22/2024	9.99	9.99	12/06/2024
26	LIVINGSTON ACE HARDWARE -	X33951	GOATSKIN SAFETY	10/29/2024	24.99	24.99	12/06/2024
26	LIVINGSTON ACE HARDWARE -	X35340	SUPPLIES	11/13/2024	49.99	49.99	12/06/2024
26	LIVINGSTON ACE HARDWARE -	X36465	RACHET	11/25/2024	34.99	34.99	12/06/2024
Total LIVINGSTON ACE HARDWARE - #122005:					874.82	874.82	
<b>LIVINGSTON BUSINESS IMPROVEMENT</b>							
3370	LIVINGSTON BUSINESS IMPRO	2024_10	1ST HALF FY 24	12/03/2024	17,820.32	17,820.32	12/06/2024
Total LIVINGSTON BUSINESS IMPROVEMENT:					17,820.32	17,820.32	
<b>LIVINGSTON DEPOT CENTER</b>							
184	LIVINGSTON DEPOT CENTER	2024_12	COL HOLIDAY PARTY	12/05/2024	1,500.00	1,500.00	12/04/2024
Total LIVINGSTON DEPOT CENTER:					1,500.00	1,500.00	
<b>MED ONE CAPITAL FUNDING LLC</b>							
10007	MED ONE CAPITAL FUNDING LL	M00340257	IV PUMP RENTAL	11/20/2024	405.00	405.00	12/06/2024
Total MED ONE CAPITAL FUNDING LLC:					405.00	405.00	
<b>MMIA</b>							
278	MMIA	254432919	GEICO REIMBURSEMENT	11/07/2024	5,256.32	5,256.32	12/06/2024
Total MMIA:					5,256.32	5,256.32	
<b>MONTANA LANGUAGE SERVICES</b>							
10005	MONTANA LANGUAGE SERVIC	01508	Interpreting	10/21/2024	237.50	237.50	12/06/2024
Total MONTANA LANGUAGE SERVICES:					237.50	237.50	
<b>MONTANA LAW ENFORCEMENT ACADEM</b>							
925	MONTANA LAW ENFORCEMENT	24416	MILLER LODGING/MEALS	11/20/2024	395.20	395.20	12/06/2024
Total MONTANA LAW ENFORCEMENT ACADEM:					395.20	395.20	
<b>MOUNTAIN AIR SPORTS</b>							
34	MOUNTAIN AIR SPORTS	12253	WELLNESS SHIRTS	11/14/2024	1,035.00	1,035.00	12/06/2024
Total MOUNTAIN AIR SPORTS:					1,035.00	1,035.00	
<b>MUNICIPAL EMERGENCY SERVICES</b>							
2604	MUNICIPAL EMERGENCY SERV	IN1260074	HELMETS & BOOTS	11/26/2024	1,176.30	1,176.30	12/06/2024
Total MUNICIPAL EMERGENCY SERVICES:					1,176.30	1,176.30	
<b>NORTHWESTERN ENERGY</b>							
151	NORTHWESTERN ENERGY	0708370-2 202	8th & Park Sprinklers	11/12/2024	6.42	6.42	12/06/2024
151	NORTHWESTERN ENERGY	0709877-5 202	200 E Reservoir (north side hill)	11/06/2024	855.45	855.45	12/06/2024
151	NORTHWESTERN ENERGY	0709880-9 202	200 River Drive - Pool	11/11/2024	146.47	146.47	12/06/2024
151	NORTHWESTERN ENERGY	0709881-7 202	229 River Drive - Civic Center	11/08/2024	770.23	770.23	12/06/2024
151	NORTHWESTERN ENERGY	0709882-5 202	229 River Drive - Pump Civic Cent	11/12/2024	.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	0719271-9 202	601 Robin Lane - Well	11/07/2024	1,937.27	1,937.27	12/06/2024
151	NORTHWESTERN ENERGY	0719272-7 202	4 Billman Lane - Well	11/07/2024	2,236.99	2,236.99	12/06/2024
151	NORTHWESTERN ENERGY	0719358-4 202	Street Lights - Livingston	11/12/2024	2,546.10	2,546.10	12/06/2024
151	NORTHWESTERN ENERGY	0719373-3 202	229 River Drive	11/12/2024	8.93	8.93	12/06/2024
151	NORTHWESTERN ENERGY	0720113-0 202	229 River Drive - CC Building	11/08/2024	111.12	111.12	12/06/2024
151	NORTHWESTERN ENERGY	0720122-1 202	400 North M	11/12/2024	.00	.00	
151	NORTHWESTERN ENERGY	0802599-1 202	608 W Chinook	11/12/2024	46.10	46.10	12/06/2024
151	NORTHWESTERN ENERGY	0933715-5 202	710 W Callender	11/12/2024	30.17	30.17	12/06/2024
Total NORTHWESTERN ENERGY:					8,695.25	8,695.25	
<b>O'REILLY AUTOMOTIVE, INC</b>							
2437	O'REILLY AUTOMOTIVE, INC	1558-372429	ERASER WHEEL	11/21/2024	70.30	70.30	12/06/2024
Total O'REILLY AUTOMOTIVE, INC:					70.30	70.30	
<b>PARK COUNTY</b>							
272	PARK COUNTY	1147	Paving Summit Street	10/25/2024	3,469.22	3,469.22	12/06/2024
272	PARK COUNTY	2024_10	CITY SHARE MATS	10/31/2024	29.43	29.43	12/06/2024
272	PARK COUNTY	2024_10	CITY SHARE MATS	10/31/2024	29.43	29.43	12/06/2024
272	PARK COUNTY	2024_10	SEPTEMBER MOWING	10/31/2024	126.50	126.50	12/06/2024
272	PARK COUNTY	2024_10	INTERNET - CITY/COUNTY COM	10/31/2024	345.36	345.36	12/06/2024
272	PARK COUNTY	2024_10	INTERNET - CITY HALL	10/31/2024	2,699.62	2,699.62	12/06/2024
272	PARK COUNTY	2024_10	INTERNET - CITY HALL	10/31/2024	841.86	841.86	12/06/2024
272	PARK COUNTY	2024_10	INTERNET - PUBLIC WORKS	10/31/2024	195.72	195.72	12/06/2024
272	PARK COUNTY	2024_10	INTERNET - PUBLIC WORKS	10/31/2024	195.72	195.72	12/06/2024
272	PARK COUNTY	2024_10	INTERNET - PUBLIC WORKS	10/31/2024	195.71	195.71	12/06/2024
272	PARK COUNTY	2024_10	INTERNET - PUBLIC WORKS	10/31/2024	195.71	195.71	12/06/2024
272	PARK COUNTY	2024_10	INTERNET - CIVIC CENTER	10/31/2024	782.86	782.86	12/06/2024
272	PARK COUNTY	2024_10	INTERNET - TRANSFER STATIO	10/31/2024	230.37	230.37	12/06/2024
272	PARK COUNTY	2024_10	INTERNET - POOL	10/31/2024	230.37	230.37	12/06/2024
272	PARK COUNTY	2024_10	INTERNET - STREET SHOP	10/31/2024	76.79	76.79	12/06/2024
272	PARK COUNTY	2024_10	INTERNET - STREET SHOP	10/31/2024	76.79	76.79	12/06/2024
272	PARK COUNTY	2024_10	INTERNET - STREET SHOP	10/31/2024	76.79	76.79	12/06/2024
272	PARK COUNTY	2024_10	IT CONSULTING	10/31/2024	112.50	112.50	12/06/2024
272	PARK COUNTY	2024_10	JANITORIAL SUPPLIES	10/31/2024	107.96	107.96	12/06/2024
272	PARK COUNTY	2024_10	TROUBLE SHOOT ALARM SYST	10/31/2024	1,899.21	1,899.21	12/06/2024
272	PARK COUNTY	2024_10	IRRIGATION REPAIRS	10/31/2024	17.64	17.64	12/06/2024
272	PARK COUNTY	2024_10	REMOTE MANAGMENT & PLAT	10/31/2024	28.47	28.47	12/06/2024
272	PARK COUNTY	2024_10	SEP -Power Bill	10/31/2024	2,385.76	2,385.76	12/06/2024
272	PARK COUNTY	2024_10	HVAC REPAIRS	10/31/2024	733.21	733.21	12/06/2024
272	PARK COUNTY	2024_10	HVAC REPAIRS	10/31/2024	294.23	294.23	12/06/2024
272	PARK COUNTY	2024_10	IT CITY PORTION - SEPT	10/31/2024	385.40	385.40	12/06/2024
272	PARK COUNTY	2024_10	VIDEO CONF - SEPT	10/31/2024	89.55	89.55	12/06/2024
272	PARK COUNTY	2024_10	STANDARD PHONE - SEPT	10/31/2024	67.90	67.90	12/06/2024
272	PARK COUNTY	2024_10	OCT-CELL PHONE	10/31/2024	573.43	573.43	12/06/2024
272	PARK COUNTY	2024_10	WEED SPRAYING	10/31/2024	57.50	57.50	12/06/2024
272	PARK COUNTY	2024_10	CED LIGHT CORRECTION	10/31/2024	.01	.01	12/06/2024
272	PARK COUNTY	2024_10	NET MOTION - LPD	10/31/2024	1,823.81-	1,823.81-	12/06/2024
272	PARK COUNTY	2024_10	NET MOTION - CITY ATTORNEY	10/31/2024	191.98-	191.98-	12/06/2024
Total PARK COUNTY:					14,535.23	14,535.23	
<b>PARK COUNTY TREASURER - TECH</b>							
1702	PARK COUNTY TREASURER - T	2024.10	OCT COLLECTIONS	10/31/2024	220.00	220.00	12/06/2024
1702	PARK COUNTY TREASURER - T	2024.7	JULY COLLECTIONS	07/31/2024	209.00	209.00	12/06/2024
1702	PARK COUNTY TREASURER - T	2024.8	AUG COLLECTIONS	08/31/2024	321.00	321.00	12/06/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1702	PARK COUNTY TREASURER - T	2024.9	SEPT COLLECTIONS	09/30/2024	280.00	280.00	12/06/2024
Total PARK COUNTY TREASURER - TECH:					1,030.00	1,030.00	
<b>PARK COUNTY TREASURER/M.L.E.A.</b>							
2156	PARK COUNTY TREASURER/M.	2024.10	OCT COLLECTIONS	10/31/2024	320.00	320.00	12/06/2024
2156	PARK COUNTY TREASURER/M.	2024.7	JULY COLLECTIONS	07/31/2024	210.00	210.00	12/06/2024
2156	PARK COUNTY TREASURER/M.	2024.8	AUG COLLECTIONS	08/31/2024	360.00	360.00	12/06/2024
2156	PARK COUNTY TREASURER/M.	2024.9	SEPT COLLECTIONS	09/30/2024	310.00	310.00	12/06/2024
Total PARK COUNTY TREASURER/M.L.E.A.:					1,200.00	1,200.00	
<b>PARK COUNTY VICTIM WITNESS</b>							
1544	PARK COUNTY VICTIM WITNES	2024.10	OCT COLLECTIONS	10/31/2024	234.00	234.00	12/06/2024
1544	PARK COUNTY VICTIM WITNES	2024.7	JULY COLLECTIONS	07/31/2024	430.00	430.00	12/06/2024
1544	PARK COUNTY VICTIM WITNES	2024.8	AUG COLLECTIONS	08/31/2024	107.00	107.00	12/06/2024
1544	PARK COUNTY VICTIM WITNES	2024.9	SEPT COLLECTIONS	09/30/2024	444.00	444.00	12/06/2024
Total PARK COUNTY VICTIM WITNESS:					1,215.00	1,215.00	
<b>PITNEY BOWES</b>							
10001	PITNEY BOWES	3319711651	lease - city/county courthouse	11/06/2024	135.00	135.00	10/27/2024
Total PITNEY BOWES:					135.00	135.00	
<b>POLYDYNE INC.</b>							
3144	POLYDYNE INC.	1883144	Clarifloc	11/21/2024	7,590.00	7,590.00	12/06/2024
Total POLYDYNE INC.:					7,590.00	7,590.00	
<b>PROFESSIONAL SALES &amp; SERVICE LC</b>							
10001	PROFESSIONAL SALES & SERV	32061	MEDIC 3 AIR HORN	11/22/2024	309.11	309.11	12/06/2024
Total PROFESSIONAL SALES & SERVICE LC:					309.11	309.11	
<b>RIVERSIDE HARDWARE LLC</b>							
3659	RIVERSIDE HARDWARE LLC	237578	Headlamp Hard Hat	11/06/2024	50.00	50.00	12/06/2024
3659	RIVERSIDE HARDWARE LLC	237769	Supplies	11/08/2024	82.68	82.68	12/06/2024
3659	RIVERSIDE HARDWARE LLC	237846	Eye Bolts	11/08/2024	54.89	54.89	12/06/2024
Total RIVERSIDE HARDWARE LLC:					187.57	187.57	
<b>ROCKY MOUNTAIN SUPPLY INC</b>							
10006	ROCKY MOUNTAIN SUPPLY INC	01612	OIL	11/21/2024	166.00	166.00	12/06/2024
10006	ROCKY MOUNTAIN SUPPLY INC	034045	OIL	11/21/2024	166.00	166.00	12/06/2024
10006	ROCKY MOUNTAIN SUPPLY INC	4484	FUEL FOR WRF GENERATOR	11/20/2024	1,153.62	1,153.62	12/06/2024
10006	ROCKY MOUNTAIN SUPPLY INC	4503	DIESEL 656	11/27/2024	1,830.24	1,830.24	12/06/2024
Total ROCKY MOUNTAIN SUPPLY INC:					3,315.86	3,315.86	
<b>ROTO-ROOTER - BOZEMAN</b>							
2657	ROTO-ROOTER - BOZEMAN	81312	Bathroom repair	10/16/2024	500.00	500.00	12/06/2024
Total ROTO-ROOTER - BOZEMAN:					500.00	500.00	
<b>SAFETRAC</b>							
3143	SAFETRAC	46257	CDL Services	12/01/2024	90.75	90.75	12/06/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3143	SAFETRAC	46257	CDL Services	12/01/2024	82.23	82.23	12/06/2024
3143	SAFETRAC	46257	CDL Services	12/01/2024	151.25	151.25	12/06/2024
3143	SAFETRAC	46257	CDL Services	12/01/2024	224.94	224.94	12/06/2024
3143	SAFETRAC	46257	CDL Services	12/01/2024	82.23	82.23	12/06/2024
3143	SAFETRAC	46257	CDL Services	12/01/2024	60.49	60.49	12/06/2024
3143	SAFETRAC	46376	EMPLOYMENT SCREEN	11/30/2024	285.75	285.75	12/06/2024
Total SAFETRAC:					977.64	977.64	
<b>SCHAEFFER MFG CO.</b>							
1730	SCHAEFFER MFG CO.	AEQ3142-INV1	Simplex supreme	11/20/2024	3,539.50	3,539.50	12/06/2024
Total SCHAEFFER MFG CO.:					3,539.50	3,539.50	
<b>SERA DESIGN AND ARCHITECTURE INC</b>							
10006	SERA DESIGN AND ARCHITECT	03005853	ENERGY ACTION PLAN	11/21/2024	8,523.65	8,523.65	12/06/2024
Total SERA DESIGN AND ARCHITECTURE INC:					8,523.65	8,523.65	
<b>SHI INTERNATIONAL CORP.</b>							
2907	SHI INTERNATIONAL CORP.	B19095403	police/fire admin	11/25/2024	225.25	225.25	12/06/2024
2907	SHI INTERNATIONAL CORP.	B19095403	police/fire admin	11/25/2024	112.62	112.62	12/06/2024
2907	SHI INTERNATIONAL CORP.	B19095403	police/fire admin	11/25/2024	112.63	112.63	12/06/2024
Total SHI INTERNATIONAL CORP.:					450.50	450.50	
<b>SPECIAL LUBE</b>							
1814	SPECIAL LUBE	224-280-19868	Oil Change	07/10/2024	42.66	42.66	12/06/2024
1814	SPECIAL LUBE	224-280-20366	Oil Change	07/25/2024	60.00	60.00	12/06/2024
1814	SPECIAL LUBE	224-280-21715	Oil Change	09/10/2024	60.00	60.00	12/06/2024
1814	SPECIAL LUBE	224-280-21889	Oil Change	09/17/2024	60.00	60.00	12/06/2024
1814	SPECIAL LUBE	224-280-23612	Oil Change	11/22/2024	60.00	60.00	12/06/2024
1814	SPECIAL LUBE	224-280-23762	Oil Change	12/02/2024	45.00	45.00	12/06/2024
1814	SPECIAL LUBE	224-280-23782	Oil Change	12/03/2024	60.00	60.00	12/06/2024
Total SPECIAL LUBE:					387.66	387.66	
<b>SPUTNIK INC</b>							
10007	SPUTNIK INC	2024_12	DJ Service	12/05/2024	640.00	640.00	12/05/2024
Total SPUTNIK INC:					640.00	640.00	
<b>STRYKER SALES CORPORATION</b>							
2470	STRYKER SALES CORPORATIO	4011836M	AMBULANCE COTS	01/09/2023	26,370.25	26,370.25	12/06/2024
Total STRYKER SALES CORPORATION:					26,370.25	26,370.25	
<b>TD&amp;H ENGINEERING, INC</b>							
3390	TD&H ENGINEERING, INC	40685	I&I PROJECT	11/22/2024	8,106.00	8,106.00	12/06/2024
3390	TD&H ENGINEERING, INC	40686	ON CALL SERVICES	11/22/2024	291.67	291.67	12/06/2024
3390	TD&H ENGINEERING, INC	40686	ON CALL SERVICES	11/22/2024	211.67	211.67	12/06/2024
3390	TD&H ENGINEERING, INC	40686	ON CALL SERVICES	11/22/2024	251.66	251.66	12/06/2024
3390	TD&H ENGINEERING, INC	40687	ON CALL SERVIES WEST END	11/22/2024	3,487.30	3,487.30	12/06/2024
3390	TD&H ENGINEERING, INC	40688	INDUSTRIAL TOWEL	11/22/2024	514.00	514.00	12/06/2024
3390	TD&H ENGINEERING, INC	40689	REGIONAL WATER PER	11/22/2024	5,950.25	5,950.25	12/06/2024
3390	TD&H ENGINEERING, INC	40690	BENNETT ST LOOP CONNECTI	11/22/2024	8,844.50	8,844.50	12/06/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total TD&H ENGINEERING, INC:					27,657.05	27,657.05	
<b>TEAR IT UP L.L.C.</b>							
2999	TEAR IT UP L.L.C.	63723	220 E PARK SHREDDING	12/04/2024	59.80	59.80	12/06/2024
Total TEAR IT UP L.L.C.:					59.80	59.80	
<b>THE MAIN PRINT SHOP</b>							
10006	THE MAIN PRINT SHOP	20172	TRANSFER STATION RATE CAR	11/19/2024	178.16	178.16	12/06/2024
Total THE MAIN PRINT SHOP:					178.16	178.16	
<b>THOMSON REUTERS - WEST</b>							
2823	THOMSON REUTERS - WEST	851144079	Subscription	12/01/2024	396.09	396.09	12/06/2024
Total THOMSON REUTERS - WEST:					396.09	396.09	
<b>TOWN &amp; COUNTRY FOODS - LIVINGSTON</b>							
2595	TOWN & COUNTRY FOODS - LI	TK2024-0217.4	Restitution	12/06/2024	125.00	125.00	12/06/2024
Total TOWN & COUNTRY FOODS - LIVINGSTON:					125.00	125.00	
<b>TRANSUNION RISK &amp; ALTERNATIVE</b>							
3376	TRANSUNION RISK & ALTERNA	380349-202411	investigative research	12/01/2024	75.00	75.00	12/06/2024
Total TRANSUNION RISK & ALTERNATIVE:					75.00	75.00	
<b>U.S. POSTAL SERVICE</b>							
1157	U.S. POSTAL SERVICE	2024.11.20	FIRST CLASS PRESORT PERMI	11/20/2024	103.33	103.33	12/06/2024
1157	U.S. POSTAL SERVICE	2024.11.20	FIRST CLASS PRESORT PERMI	11/20/2024	103.33	103.33	12/06/2024
1157	U.S. POSTAL SERVICE	2024.11.20	FIRST CLASS PRESORT PERMI	11/20/2024	103.34	103.34	12/06/2024
Total U.S. POSTAL SERVICE:					310.00	310.00	
<b>UNITEDHEALTHCARE</b>							
3760	UNITEDHEALTHCARE	23498512	TIDMA000	11/14/2024	1,599.15	1,599.15	12/06/2024
Total UNITEDHEALTHCARE:					1,599.15	1,599.15	
<b>UPS STORE #2420, THE</b>							
292	UPS STORE #2420, THE	2024.11.20	Shipment CU00184977	11/20/2024	27.41	27.41	12/06/2024
Total UPS STORE #2420, THE:					27.41	27.41	
<b>US POST OFFICE</b>							
2596	US POST OFFICE	2024.12	Postage	12/05/2024	2,500.00	2,500.00	12/06/2024
2596	US POST OFFICE	2024.12	Postage	12/05/2024	2,500.00	2,500.00	12/06/2024
2596	US POST OFFICE	2024.12	Postage	12/05/2024	2,500.00	2,500.00	12/06/2024
Total US POST OFFICE:					7,500.00	7,500.00	
<b>USA BLUEBOOK</b>							
1430	USA BLUEBOOK	INV00442726	MEDIA PLATES	08/05/2024	388.35	388.35	12/06/2024
1430	USA BLUEBOOK	INV00454912	AMMONIA TESTS	08/15/2024	524.98	524.98	12/06/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total USA BLUEBOOK:					913.33	913.33	
<b>WHISTLER TOWING, LLC</b>							
3237	WHISTLER TOWING, LLC	6626	Towing	10/25/2024	1,100.00	1,100.00	12/06/2024
Total WHISTLER TOWING, LLC:					1,100.00	1,100.00	
Grand Totals:					316,069.09	316,069.09	

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**File Attachments for Item:**

**C. AGREEMENT 20141 RIGHT-OF-WAY ENCROACHMENT LICENSE WITH VIEW VISTA COMMUNITY**



**DATE:** December 17, 2024  
**TO:** Chair Kahle and City Commissioners  
**FROM:** Grant Gager, City Manager  
**RE:** Staff Report for Agreement 20141

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**Recommendation and Summary**

Staff is recommending the Commission approve agreement number 20141 with the View Vista Community by adopting the following motion:

**"I move to approve agreement number 20141 with the View Vista Community and authorize the Chair to sign the agreement."**

The reasons for the recommendation are as follows:

- The View Vista Community owns a parcel with structures adjacent to the View Vista Drive right-of-way.
- During the course of a survey of the parcel, it was determined that two structures are partially located within the View Vista Drive right-of-way.

**Introduction and History**

The City of Livingston owns and manages rights-of-way throughout the City to ensure that adequate space exists for City infrastructure, including roads. The View Vista Community owns a parcel adjacent to the right-of-way for View Vista Drive. During a survey of the View Vista Community-owned parcel on View Vista Drive, it was determined that two structures owned by the Community are partially located in the right-of-way. In order for the buildings to lawfully remain and be recognized on the survey, the owner is seeking a license to encroach on the City's right-of-way.

**Analysis**

City staff recognizes the importance of maintaining ownership and control of the public right-of-way. However, given that this condition has existed since the 1920's, continued use of the right-of-way does not impede the City's ability to safely manage its infrastructure in the area.

**Fiscal Impact**

There is no fiscal impact arising from this agreement.





**Strategic Alignment**

Effective management of public assets, including rights-of-way is a best practice.

**Attachments**

- Attachment A: Agreement 20141

**Return to**  
Jon M. Hesse  
Attorney at Law  
P.O. Box 423  
Livingston, MT 59047

**RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT**

This Right-of-Way Encroachment License Agreement (this “Agreement”) is made December 12, 2024, between View Vista Community, Inc., a Montana non-profit corporation, of 1 View Vista Drive, Livingston, MT 59047 (“Licensee”), and the City of Livingston, a Montana municipal corporation, of 220 E. Park Street, Livingston, MT 59047 (the “City”).

**RECITALS**

A. Licensee is the record titleholder and responsible for the maintenance of certain real property located within Livingston, Park County, Montana legally described in Exhibit 1 as **Tract 1, COS 984, D.T. Doc. #413955, Records of the Park County Clerk and Recorder’s Office**, such real property being commonly known as the View Vista property (“Licensee’s Property”).

B. The City is the owner of the public rights-of-way within or adjacent to the area identified as Licensee’s Property, including, but not limited to, those portions of View Vista Drive located within such area (the “City Right-of-Way”).

C. There is now erected on the City Right-of-Way, a portion of two (2) buildings, Building A and Building B, which encroach on the City Right-of-Way, as depicted in red in the attached Exhibit 1.

D. Licensee agrees to enter into this Agreement and waives and forgoes any and all right, title, or interest of Licensee to the real property subject to the encroachment that might arise by adverse possession, or otherwise, due to the encroachment of the two (2) buildings on the City Right-of-Way.

Now, therefore, in consideration of this Agreement, and other good and valuable consideration, City agrees that, so long as the encroaching building shall remain standing, Licensee

shall have the right to have the building overlap and extend beyond the Licensee’s boundary line of the land owned by Licensee, and to encroach and rest on the View Vista Drive, the City’s Right-of-Way, to the same extent and in the same manner as the building now overlaps and encroaches on this land.

**SECTION ONE.  
INCORPORATION OF RECITALS**

The foregoing Recitals are incorporated in this Agreement in their entirety.

**SECTION TWO.  
GRANT OF LICENSE**

The City grants to Licensee a right to have two (2) buildings, Building A and Building B of Exhibit1, encroach on View Vista Drive as depicted on Exhibit 1, Encroachment Area, described above (the “License”), subject, however, to the terms, conditions and limitations of this Agreement. The License granted in this Agreement shall be subject to all existing utility easements, if any, located within the City Right-of-Way, or any other easements, conditions, covenants or restrictions of record.

**SECTION THREE.  
TERM**

This Agreement and the License granted to Licensee under this Agreement shall commence as of the date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.

**SECTION FOUR.  
CONSIDERATION**

The consideration to be paid by Licensee to the City for the privilege granted by this Agreement shall be \$1.00, the receipt of which is acknowledged by the City.

**SECTION FIVE.  
NO INTEREST IN LAND**

Licensee understands, acknowledges and agrees that this Agreement does not create an interest or estate in Licensee’s favor in the City Right-of-Way. The City retains legal possession of the full boundaries of its right-of-way and this Agreement merely grants to Licensee the personal privilege to use the Encroachment Area described above throughout the term of this Agreement.

**SECTION SIX.  
NO VESTED RIGHT**

Notwithstanding any expenditure of money, time or labor by Licensee on or within the Encroachment Area, this Agreement shall in no event be construed to create an assignment coupled with an interest or any vested rights in favor of Licensee, except as otherwise provided herein. Licensee shall expend any time, money or labor on or in the Encroachment Area at Licensee's own risk and peril.

**SECTION SEVEN.  
LIMITED SCOPE OF LICENSE**

The License granted to Licensee is limited in scope to the following use or uses: an encroachment by two buildings owned by Licensee on City's Right-of-Way. Licensee shall not have the right to expand the Encroachment Area or alter or change Licensee's use of the Encroachment Area without the City's prior written consent.

**SECTION EIGHT.  
ASSIGNMENT**

The License granted to Licensee by this Agreement is transferable and assignable by Licensee. However, all of Licensee's successor and assignees are bound by the terms of this License, the terms must be disclosed by Licensee, or any subsequent grantor of the Licensee's property, to their successors and assigns.

**SECTION NINE.  
TERMINATION**

This Agreement and the License granted by it to Licensee may be terminated by either party for any reason or no reason upon giving 90 days' written notice. In addition, this Agreement may be terminated by the City upon 90 days' written notice to Licensee of a breach of any term or condition of this Agreement.

**A. Recording of Notice of Termination.**

Upon termination of this Agreement, the City will cause to be recorded with the Park County Clerk and Recorder's Office, a written Notice of Termination.

**B. No Compensation to Owner.**

In the event of termination of this Agreement, Licensee shall not be entitled to receive a refund of any portion of the consideration paid for this Agreement, nor shall Licensee be entitled to any compensation or reimbursement for any costs or expenses incurred in any way arising from

this Agreement or relating to the construction, installation, maintenance or removal of improvements in the Encroachment Area, nor any monetary damages of any kind.

C. Removal of Encroachment Upon Termination.

Upon Termination by either party, Licensee must remove, or must have already removed, the encroachment(s) from the City Right-of-Way.

**SECTION TEN.  
REMOVAL OF ENCROACHMENTS ON TERMINATION AND MAINTENANCE OF  
ENCROACHMENT**

Licensee shall immediately remove, at its sole cost and expense, any such encroachments if the City determines that such removal is necessary or convenient for the installation, repair or replacement of any utilities or other public improvements in the City Right-of-Way, or if the City determines that any such encroachments interfere with pedestrian or vehicular traffic, public utilities, or constitute a safety hazard. Any replacement or repair of such encroachments shall be at the sole cost and expense of Licensee. If Licensee fails to exercise its duties under this paragraph, the City shall have the right to remove the encroachments or improvements and restore the City Right-of-Way, the full and complete cost of which shall be borne by Licensee. Licensee shall reimburse the City its full cost and expense for any such removal or restoration.

In the event that either Building A or B is remodeled or rebuilt to the extent that the encroachment can be removed from the City Right-of-Way, Licensee will remove the encroachment(s) from the City Right-of-Way, the full and complete cost of which shall be borne by Licensee.

**SECTION ELEVEN.  
INSURANCE**

Licensee shall maintain at all times during the term of this Agreement, at Licensee's sole cost, a policy or policies of comprehensive general liability coverage on an occurrence basis from an insurance company licensed with the State of Montana or other insurer approved by Licensee with at least \$1, 000,000.00 single limit coverage on all risks. Such policy or policies shall provide that the coverage afforded under the policy shall not be canceled, terminated or materially changed until at least 90 days' written notice has been given to the City. Licensee shall name the City as an additional insured and shall furnish the City with duplicate policies or certificates evidencing insurance in force as required in this Agreement prior to using the Encroachment Area. Evidence of payment of premiums shall be delivered to the City at least 90 days prior to the expiration dates of each existing insurance policy. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City. There shall be no endorsement or modification of this insurance to make it excess over other available insurance; alternatively, if the insurance states that it is excess or prorated, it shall be endorsed to be primary with respect to

the City.

**SECTION TWELVE.  
CONSTRUCTION AND MAINTENANCE**

Licensee agrees that the improvements described in this Agreement shall be erected and maintained at all times in a safe, neat, sightly and good physical condition. During the term of this Agreement, Licensee shall, at Licensee’s sole cost and expense, maintain the Encroachment Area and any improvements on the Encroachment Area in good condition and in compliance with any applicable requirements of law. The City shall be the sole judge of the quality of the construction and maintenance and, upon written notice of the City stating in general terms how and in what manner maintenance is required, Licensee shall be required to perform such maintenance. If Licensee fails to do so, then the City shall have the right to perform such maintenance, the full and complete cost of which shall be borne by Licensee. Licensee agrees to reimburse the City its full cost and expense for any such maintenance.

**SECTION THIRTEEN.  
COMPLIANCE WITH LAW**

Licensee shall adhere to and comply with all ordinances, laws, rules and regulations that may pertain to or apply to the Encroachment Area and Licensee’s use of the Encroachment Area. Licensee agrees and warrants that it has procured or shall procure any licenses, permits or like permission required by law, if any, to conduct or engage in the use of the Encroachment Area described in this Agreement, that Licensee will procure all additional licenses, permits or like permissions required by law during the term of this Agreement, and that Licensee will keep the same in full force and effect during the term of this Agreement. Licensee shall perform under this Agreement in accordance with all applicable legal requirements.

**SECTION FOURTEEN.  
INDEMNIFICATION**

To the fullest extent permitted by law, Licensee agrees to indemnify, defend and save the City, its officers, agents, servants, employees, boards and commissions harmless from and against:

A. Damage to Licensee’s Property.

Any and all claims, loss or damage (including reasonable attorneys’ fees) to Licensee’s encroaching improvements or any property belonging to or rented by Licensee, its officers, servants, agents or employees, which may be stolen, destroyed, or in any way damaged by any cause.

B. Damage to Others.

Any claims, suits, judgments, costs, attorneys’ fees, loss, liability, damage or other relief, including but not limited to workers’ compensation claims, to any person or property in any way

resulting from or arising out of the existence of this Agreement or the existence, maintenance, use or location of Licensee's encroaching improvements within the City Right-of-Way. In the event of any action against the City, its officers, agents, servants, employees, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of the City's choosing.

C. Mechanic's Lien.

Any loss, liability, claim or suit arising from the foreclosure, or attempted foreclosure, of a mechanic's or materialmen's lien for goods delivered to Licensee or work performed by or for Licensee upon or at the Encroachment Area or Licensee's property. Such indemnification shall include the City's reasonable attorneys' fees incurred in connection with any such loss, claim or suit. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

**SECTION FIFTEEN.  
BREACH AND LIMITATION ON DAMAGES**

If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party shall have the right to seek such administrative, contractual or legal remedies as may be suitable for such violation or breach; provided, however, that in no event shall the City be liable to Licensee for monetary damages of any kind relating to or arising from any breach of this Agreement, and that no action of any kind shall be commenced by Licensee against the City for monetary damages. If any legal action is brought by the City for the enforcement of any of the obligations of Licensee related to or arising from this Agreement and the City is the prevailing party in such action, the City shall be entitled to recover from Licensee reasonable interest and attorneys' fees.

**SECTION SIXTEEN.  
NOTICES**

Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

- A. If to the City:
  - City of Livingston
  - 220 E. Park Street
  - Livingston, MT 59047
  - Attention: City Manager

B. If to Licensee:

View Vista Community, Inc.  
1 View Vista Drive  
Livingston, MT 59047

Attention: \_\_\_\_\_

Notices mailed in accordance with the provisions of this SECTION SIXTEEN shall be deemed to have been given on the first business day following mailing or emailing. Notices personally delivered shall be deemed to have been given upon delivery.

**SECTION SEVENTEEN.  
NO JOINT VENTURE OR PARTNERSHIP**

This Agreement shall not be construed so as to create a joint venture, partnership, employment, or other agency relationship between the parties to this Agreement.

**SECTION EIGHTEEN.  
NO PERSONAL LIABILITY**

No official, director, officer, agent or employee of the City shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.

**SECTION NINETEEN.  
JOINT AND COLLECTIVE WORK PRODUCT**

This Agreement is and shall be deemed and construed to be a joint and collective work product of the City and Licensee, and as such, this Agreement shall not be construed against any other party as the otherwise purported drafter of the Agreement by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained in this Agreement.

**SECTION TWENTY.  
SEVERABILITY**

The terms of this Agreement shall be severable. If any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable, for any reason, the remainder of



this Agreement shall remain in full force and effect.

**SECTION TWENTY-ONE.  
GOVERNING LAW**

This Agreement shall be subject to and governed by the laws of State of Montana. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this Agreement shall be in Park County District Court, Montana.

**SECTION TWENTY-TWO.  
CONSTRUCTION**

All references in this Agreement to the singular shall include the plural, where applicable, and all references to the masculine shall include the feminine and vice versa.

**SECTION TWENTY-THREE.  
MULTIPLE COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SECTION TWENTY-FOUR.  
HEADINGS**

Section and paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

**SECTION TWENTY-FIVE.  
BINDING EFFECT**

This Agreement shall be binding on the parties to this Agreement and their respective successors and permitted assigns.

**SECTION TWENTY-SIX.  
ASSIGNMENT**

This Agreement and the obligations in this Agreement may not be assigned, except as

otherwise provided herein, without the express written consent of each of the parties to this Agreement. The License granted in this Agreement is personal to Licensee. Any attempt to assign the License will automatically terminate the license privileges granted to Licensee under this Agreement.

**SECTION TWENTY-SEVEN.  
ENTIRE AGREEMENT**

This Agreement and its exhibits constitute the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

**SECTION TWENTY-EIGHT.  
MODIFICATION**

This Agreement may be changed, modified or amended only by a duly authorized written instrument executed by both parties to this Agreement. Each party agrees that no representation or warranty shall be binding upon the other party unless expressed in writing in this Agreement or in a duly authorized and executed amendment of this Agreement.

**SECTION TWENTY-NINE.  
AUTHORITY OF THE CITY**

This Agreement is executed by the Commission Chair pursuant to a Resolution passed by the City of Livingston Commission authorizing her to sign this Agreement.

The parties have executed this Agreement the day and year first set forth above.

City of Livingston

By: \_\_\_\_\_  
Karrie Kahle  
Its: Chair, City Commission

STATE OF MONTANA     )  
  :ss.  
County of Park             )

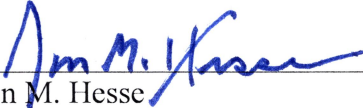
On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **Karrie Kahle, Chair, City Commission for the City of Livingston**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

\_\_\_\_\_  
Notary Public for the State of Montana.  
(SEAL)

Approved:

Dated: Dec. 11, 2024.

  
\_\_\_\_\_  
Jon M. Hesse  
City Attorney  
Attorney for City of Livingston

View Vista Community, Inc.

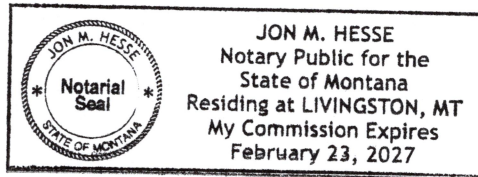
By: Angela Zindler  
Angela Zindler  
Its: Board President

STATE OF MONTANA     )  
  :SS.  
County of Park            )

On this 12th day of Dec., 2024, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **Angela Zindler, President of Board of Directors for View Vista Community, Inc.**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

Jon M. Hesse  
Notary Public for the State of Montana.  
(SEAL)



Approved:

Dated: \_\_\_\_\_, 2024.

\_\_\_\_\_  
Joshua I. Campbell  
Attorney for View Vista Community, Inc.

View Vista Community, Inc.

By: \_\_\_\_\_  
Angela Zindler  
Its: Board President

STATE OF MONTANA     )  
  :SS.  
County of Park            )

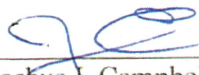
On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **Angela Zindler, President of Board of Directors for View Vista Community, Inc.**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

\_\_\_\_\_  
Notary Public for the State of Montana.  
(SEAL)

Approved:

Dated: December 12, 2024.

  
\_\_\_\_\_  
Joshua I. Campbell  
Attorney for View Vista Community, Inc.



# A Sketch Of THE STRUCTURES LYING SOUTHERLY OF THE SOUTH BOUNDARY OF TRACT 1 OF CERTIFICATE OF SURVEY NO. 984 SUBJECT TO LICENSE AGREEMENT

EXHIBIT

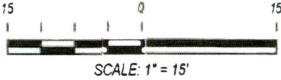
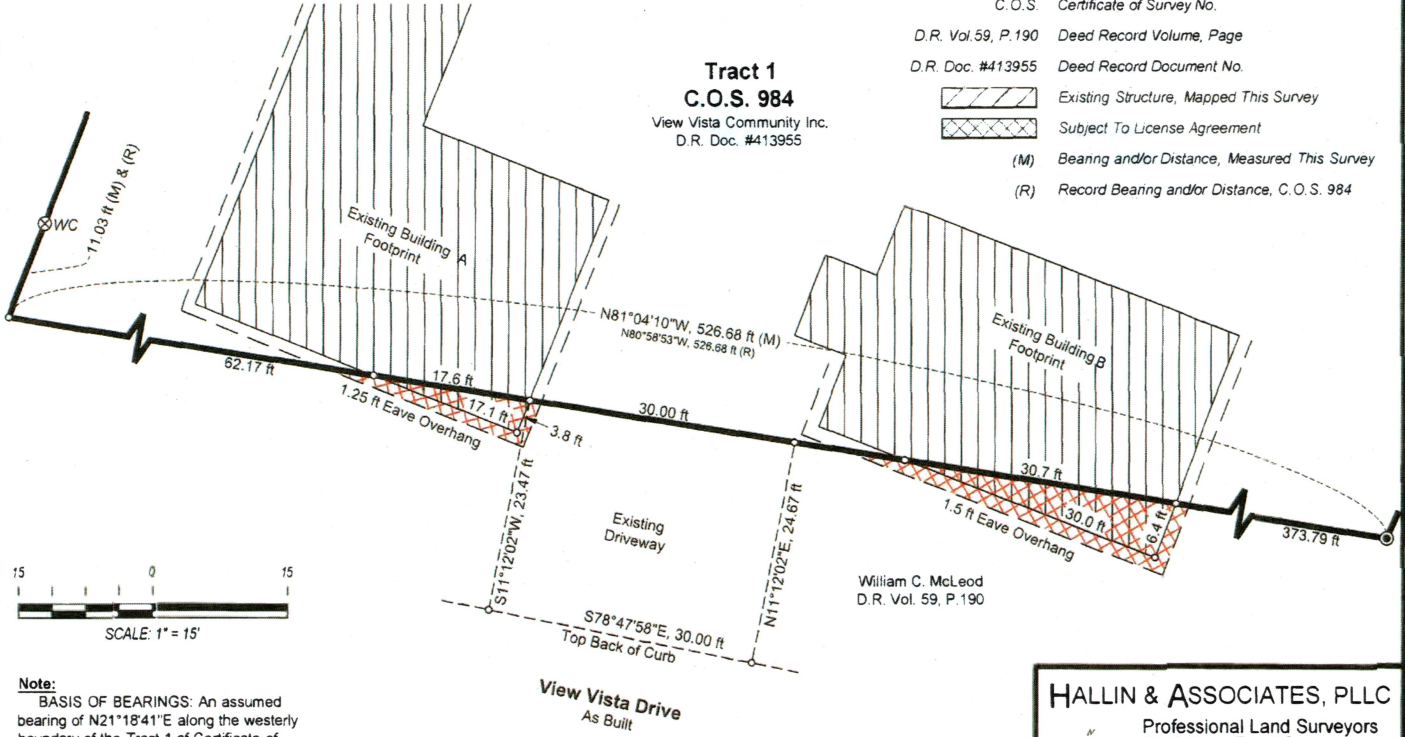
Located In G.L.O. Lot 3 of Section 13, Township 2 South, Range 9 East, P.M.M. City Of Livingston, County Of Park, State Of Montana



## LEGEND

- ⊙ Hallin 5/8" Diam. Rebar With 2" Alum. "Surv-Kap", Set This Survey
- ⊗ Found 2" Alum. Cap, Survco
- Calculated Point, No Monument Found or Set
- WC Witness Corner
- C.O.S. Certificate of Survey No.
- D.R. Vol. 59, P. 190 Deed Record Volume, Page
- D.R. Doc. #413955 Deed Record Document No.
-  Existing Structure, Mapped This Survey
-  Subject To License Agreement
- (M) Bearing and/or Distance, Measured This Survey
- (R) Record Bearing and/or Distance, C.O.S. 984

**Tract 1**  
**C.O.S. 984**  
View Vista Community Inc.  
D.R. Doc. #413955



**Note:**  
BASIS OF BEARINGS: An assumed bearing of N21°18'41"E along the westerly boundary of the Tract 1 of Certificate of Survey No. 984 as measured between found monuments, as per said survey.

William C. McLeod  
D.R. Vol. 59, P. 190

### HALLIN & ASSOCIATES, PLLC



Professional Land Surveyors  
1318 West Front Street  
Livingston, Montana 59047  
(406) 222-1303

Drawn By:  
K. Loberg  
11-18-2024

**EXHIBIT**

1

tablets

**File Attachments for Item:**

**D. AGREEMENT 20142 FOR A RIGHT-OF-WAY ENCROACHMENT WITH NANCY KENNEDY**



**DATE:** December 17, 2024  
**TO:** Chair Kahle and City Commissioners  
**FROM:** Grant Gager, City Manager  
**RE:** Staff Report for Agreement 20142

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**Recommendation and Summary**

Staff is recommending the Commission approve agreement number 20142 with Nancy Kennedy by adopting the following motion:

“I move to approve agreement number 20142 with Nancy Kennedy and authorize the Chair to sign the agreement.”

The reasons for the recommendation are as follows:

- An individual is purchasing a parcel with a structure adjacent to the Park Street right-of-way.
- During the course of a survey of the parcel, it was determined that a structure is partially located within the Park Street right-of-way.

**Introduction and History**

The City of Livingston owns and manages rights-of-way throughout the City to ensure that adequate space exists for City infrastructure, including roads. An individual is purchasing a parcel adjacent to the right-of-way for Park Street. During a survey of the parcel on Park Street, it was determined that a structure is partially located in the right-of-way. In order for the buildings to lawfully remain and be recognized on the survey, the purchaser is seeking a license to encroach on the City’s right-of-way.

**Analysis**

City staff recognizes the importance of maintaining ownership and control of the public right-of-way. However, given that this condition has existed for decades, continued use of the right-of-way does not impede the City’s ability to safely manage its infrastructure in the area.

**Fiscal Impact**

There is no fiscal impact arising from this agreement.





**Strategic Alignment**

Effective management of public assets, including rights-of-way is a best practice.

**Attachments**

- Attachment A: Agreement 20142

**Return to**  
Jon M. Hesse  
Attorney at Law  
P.O. Box 423  
Livingston, MT 59047

**RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT**

This Right-of-Way Encroachment License Agreement (this “Agreement”) is made \_\_\_\_\_, 2024, between **Nancy Kennedy**, of 514 South 11<sup>th</sup> Street, Livingston, MT 59047 (“Licensee”), and the **City of Livingston**, a Montana municipal corporation, of 220 E. Park Street, Livingston, MT 59047 (the “City”).

**RECITALS**

A. Licensee is the record titleholder and responsible for the maintenance of certain real property located within Livingston, Park County, Montana legally described in Exhibit 1 as **Tract C, Certificate of Survey No. 2852, being a retracement of Tract C of Certificate of Survey No. 1809, located in Block A of the original Townsite of Livingston, in Section 13, Townsite 2 South, Range 9 East, Park County, Montana, according to the plat on file and of record in the office of the Clerk and Recorder of said County** (“Licensee’s Property”).

B. The City is the owner of the public rights-of-way within or adjacent to the area identified as Licensee’s Property, including, but not limited to, those portions of North K Street located within such area (the “City Right-of-Way”).

C. There is now erected on the City Right-of-Way, a portion of a building which encroaches on the City Right-of-Way, as depicted in red in the attached Exhibits A and B.

D. Licensee agrees to enter into this Agreement and waives and forgoes any and all right, title, or interest of Licensee to the real property subject to the encroachment that might arise by adverse possession, or otherwise, due to the encroachment of the building on the City Right-of-Way.

Now, therefore, in consideration of this Agreement, and other good and valuable consideration, City agrees that, so long as the encroaching building shall remain standing, Licensee

shall have the right to have the building overlap and extend beyond the Licensee’s boundary line of the land owned by Licensee, and to encroach and rest on the North K Street, the City’s Right-of-Way, to the same extent and in the same manner as the building now overlaps and encroaches on this land.

**SECTION ONE.  
INCORPORATION OF RECITALS**

The foregoing Recitals are incorporated in this Agreement in their entirety.

**SECTION TWO.  
GRANT OF LICENSE**

The City grants to Licensee a right to have a building encroach on North K Street as depicted in Exhibits 1 and 2, Encroachment Area, described above (the “License”), subject, however, to the terms, conditions and limitations of this Agreement. The License granted in this Agreement shall be subject to all existing utility easements, if any, located within the City Right-of-Way, or any other easements, conditions, covenants or restrictions of record.

**SECTION THREE.  
TERM**

This Agreement and the License granted to Licensee under this Agreement shall commence as of the date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.

**SECTION FOUR.  
CONSIDERATION**

The consideration to be paid by Licensee to the City for the privilege granted by this Agreement shall be \$1.00, the receipt of which is acknowledged by the City.

**SECTION FIVE.  
NO INTEREST IN LAND**

Licensee understands, acknowledges and agrees that this Agreement does not create an interest or estate in Licensee’s favor in the City Right-of-Way. The City retains legal possession of the full boundaries of its right-of-way and this Agreement merely grants to Licensee the personal privilege to use the Encroachment Area described above throughout the term of this Agreement.

**SECTION SIX.  
NO VESTED RIGHT**

Notwithstanding any expenditure of money, time or labor by Licensee on or within the Encroachment Area, this Agreement shall in no event be construed to create an assignment coupled with an interest or any vested rights in favor of Licensee, except as otherwise provided herein. Licensee shall expend any time, money or labor on or in the Encroachment Area at Licensee’s own risk and peril.

**SECTION SEVEN.  
LIMITED SCOPE OF LICENSE**

The License granted to Licensee is limited in scope to the following use or uses: an encroachment by a building owned by Licensee on City’s Right-of-Way. Licensee shall not have the right to expand the Encroachment Area or alter or change Licensee’s use of the Encroachment Area without the City’s prior written consent.

**SECTION EIGHT.  
ASSIGNMENT**

The License granted to Licensee by this Agreement is transferable and assignable by Licensee. However, all of Licensee’s successor and assignees are bound by the terms of this License, and the terms must be disclosed by Licensee, or any subsequent grantor of the Licensee’s property, to its successors and assigns.

**SECTION NINE.  
TERMINATION**

This Agreement and the License granted by it to Licensee may be terminated by either party for any reason or no reason upon giving 90 days’ written notice. In addition, this Agreement may be terminated by the City upon 90 days’ written notice to Licensee of a breach of any term or condition of this Agreement.

A. Recording of Notice of Termination.

Upon termination of this Agreement, the City will cause to be recorded with the Park County Clerk and Recorder’s Office, a written Notice of Termination.

B. No Compensation to Owner.

In the event of termination of this Agreement, Licensee shall not be entitled to receive a refund of any portion of the consideration paid for this Agreement, nor shall Licensee be entitled to any compensation or reimbursement for any costs or expenses incurred in any way arising from

this Agreement or relating to the construction, installation, maintenance or removal of improvements in the Encroachment Area, nor any monetary damages of any kind.

C. Removal of Encroachment Upon Termination.

Upon Termination by either party, Licensee must remove, or must have already removed, the encroachment(s) from the City Right-of-Way.

**SECTION TEN.  
REMOVAL OF ENCROACHMENTS ON TERMINATION AND MAINTENANCE OF  
ENCROACHMENT**

Licensee shall immediately remove, at its sole cost and expense, any such encroachments if the City determines that such removal is necessary or convenient for the installation, repair or replacement of any utilities or other public improvements in the City Right-of-Way, or if the City determines that any such encroachments interfere with pedestrian or vehicular traffic, public utilities, or constitute a safety hazard. Any replacement or repair of such encroachments shall be at the sole cost and expense of Licensee. If Licensee fails to exercise its duties under this paragraph, the City shall have the right to remove the encroachments or improvements and restore the City Right-of-Way, the full and complete cost of which shall be borne by Licensee. Licensee shall reimburse the City its full cost and expense for any such removal or restoration.

In the event that the building is remodeled or rebuilt to the extent that the encroachment can be removed from the City Right-of-Way, Licensee will remove the encroachment from the City Right-of-Way, the full and complete cost of which shall be borne by Licensee.

**SECTION ELEVEN.  
INSURANCE**

Licensee shall maintain at all times during the term of this Agreement, at Licensee's sole cost, a policy or policies of comprehensive general liability coverage on an occurrence basis from an insurance company licensed with the State of Montana or other insurer approved by Licensee with at least \$1, 000,000.00 single limit coverage on all risks. Such policy or policies shall provide that the coverage afforded under the policy shall not be canceled, terminated or materially changed until at least 90 days' written notice has been given to the City. Licensee shall name the City as an additional insured and shall furnish the City with duplicate policies or certificates evidencing insurance in force as required in this Agreement prior to using the Encroachment Area. Evidence of payment of premiums shall be delivered to the City at least 90 days prior to the expiration dates of each existing insurance policy. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City. There shall be no endorsement or modification of this insurance to make it excess over other available insurance; alternatively, if the insurance states that it is excess or prorated, it shall be endorsed to be primary with respect to the City.

**SECTION TWELVE.  
CONSTRUCTION AND MAINTENANCE**

Licensee agrees that the improvements described in this Agreement shall be erected and maintained at all times in a safe, neat, sightly and good physical condition. During the term of this Agreement, Licensee shall, at Licensee’s sole cost and expense, maintain the Encroachment Area and any improvements on the Encroachment Area in good condition and in compliance with any applicable requirements of law. The City shall be the sole judge of the quality of the construction and maintenance and, upon written notice of the City stating in general terms how and in what manner maintenance is required, Licensee shall be required to perform such maintenance. If Licensee fails to do so, then the City shall have the right to perform such maintenance, the full and complete cost of which shall be borne by Licensee. Licensee agrees to reimburse the City its full cost and expense for any such maintenance.

**SECTION THIRTEEN.  
COMPLIANCE WITH LAW**

Licensee shall adhere to and comply with all ordinances, laws, rules and regulations that may pertain to or apply to the Encroachment Area and Licensee’s use of the Encroachment Area. Licensee agrees and warrants that it has procured or shall procure any licenses, permits or like permission required by law, if any, to conduct or engage in the use of the Encroachment Area described in this Agreement, that Licensee will procure all additional licenses, permits or like permissions required by law during the term of this Agreement, and that Licensee will keep the same in full force and effect during the term of this Agreement. Licensee shall perform under this Agreement in accordance with all applicable legal requirements.

**SECTION FOURTEEN.  
INDEMNIFICATION**

To the fullest extent permitted by law, Licensee agrees to indemnify, defend and save the City, its officers, agents, servants, employees, boards and commissions harmless from and against:

A. Damage to Licensee’s Property.

Any and all claims, loss or damage (including reasonable attorneys’ fees) to Licensee’s encroaching improvements or any property belonging to or rented by Licensee, its officers, servants, agents or employees, which may be stolen, destroyed, or in any way damaged by any cause.

B. Damage to Others.

Any claims, suits, judgments, costs, attorneys’ fees, loss, liability, damage or other relief, including but not limited to workers’ compensation claims, to any person or property in any way resulting from or arising out of the existence of this Agreement or the existence, maintenance, use or location of Licensee’s encroaching improvements within the City Right-of-Way. In the event

of any action against the City, its officers, agents, servants, employees, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of the City's choosing.

C. Mechanic's Lien.

Any loss, liability, claim or suit arising from the foreclosure, or attempted foreclosure, of a mechanic's or materialmen's lien for goods delivered to Licensee or work performed by or for Licensee upon or at the Encroachment Area or Licensee's property. Such indemnification shall include the City's reasonable attorneys' fees incurred in connection with any such loss, claim or suit. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

**SECTION FIFTEEN.  
BREACH AND LIMITATION ON DAMAGES**

If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party shall have the right to seek such administrative, contractual or legal remedies as may be suitable for such violation or breach; provided, however, that in no event shall the City be liable to Licensee for monetary damages of any kind relating to or arising from any breach of this Agreement, and that no action of any kind shall be commenced by Licensee against the City for monetary damages. If any legal action is brought by the City for the enforcement of any of the obligations of Licensee related to or arising from this Agreement and the City is the prevailing party in such action, the City shall be entitled to recover from Licensee reasonable interest and attorneys' fees.

**SECTION SIXTEEN.  
NOTICES**

Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

A. If to the City:  
City of Livingston  
220 E. Park Street  
Livingston, MT 59047  
Attention: City Manager

B. If to Licensee:

Nancy Kennedy  
514 South 11<sup>th</sup> Street  
Livingston, MT 59047

Notices mailed in accordance with the provisions of this SECTION SIXTEEN shall be deemed to have been given on the first business day following mailing or emailing. Notices personally delivered shall be deemed to have been given upon delivery.

**SECTION SEVENTEEN.  
NO JOINT VENTURE OR PARTNERSHIP**

This Agreement shall not be construed so as to create a joint venture, partnership, employment, or other agency relationship between the parties to this Agreement.

**SECTION EIGHTEEN.  
NO PERSONAL LIABILITY**

No official, director, officer, agent or employee of the City shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.

**SECTION NINETEEN.  
JOINT AND COLLECTIVE WORK PRODUCT**

This Agreement is and shall be deemed and construed to be a joint and collective work product of the City and Licensee, and as such, this Agreement shall not be construed against any other party as the otherwise purported drafter of the Agreement by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained in this Agreement.

**SECTION TWENTY.  
SEVERABILITY**

The terms of this Agreement shall be severable. If any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect.



**SECTION TWENTY-ONE.  
GOVERNING LAW**

This Agreement shall be subject to and governed by the laws of State of Montana. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this Agreement shall be in Park County District Court, Montana.

**SECTION TWENTY-TWO.  
CONSTRUCTION**

All references in this Agreement to the singular shall include the plural, where applicable, and all references to the masculine shall include the feminine and vice versa.

**SECTION TWENTY-THREE.  
MULTIPLE COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SECTION TWENTY-FOUR.  
HEADINGS**

Section and paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

**SECTION TWENTY-FIVE.  
BINDING EFFECT**

This Agreement shall be binding on the parties to this Agreement and their respective successors and permitted assigns.

**SECTION TWENTY-SIX.  
ASSIGNMENT**

This Agreement and the obligations in this Agreement may not be assigned, except as otherwise provided herein, without the express written consent of each of the parties to this Agreement. The License granted in this Agreement is personal to Licensee. Any attempt to assign the License will automatically terminate the license privileges granted to Licensee under this

Agreement.

**SECTION TWENTY-SEVEN.  
ENTIRE AGREEMENT**

This Agreement and its exhibits constitute the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

**SECTION TWENTY-EIGHT.  
MODIFICATION**

This Agreement may be changed, modified or amended only by a duly authorized written instrument executed by both parties to this Agreement. Each party agrees that no representation or warranty shall be binding upon the other party unless expressed in writing in this Agreement or in a duly authorized and executed amendment of this Agreement.

**SECTION TWENTY-NINE.  
AUTHORITY OF THE CITY**

This Agreement is executed by the Commission Chair pursuant to a Resolution passed by the City of Livingston Commission authorizing her to sign this Agreement.

The parties have executed this Agreement the day and year first set forth above.

City of Livingston

By: \_\_\_\_\_

Karrie Kahle

Its: Chair, City Commission

STATE OF MONTANA     )  
  :SS.  
County of Park             )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **Karrie Kahle, Chair, City Commission for the City of Livingston**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

\_\_\_\_\_  
Notary Public for the State of Montana.  
(SEAL)

Approved:.

Dated: \_\_\_\_\_, 2024.

\_\_\_\_\_  
Jon M. Hesse  
City Attorney  
Attorney for City of Livingston

\_\_\_\_\_  
Nancy Kennedy

STATE OF MONTANA     )  
  :ss.  
County of Park             )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **Nancy Kennedy**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

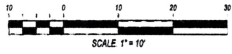
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public for the State of Montana.  
(SEAL)

# Certificate Of Survey No. 2852

## A Retracement Survey Of TRACT C OF CERTIFICATE OF SURVEY NO. 1809

Located In The NE¼ of Section 13, Township 2 South, Range 9 East, And In The NW¼ of Section 18, Township 2 South, Range 10 East, P.M.M.  
City Of Livingston, County Of Park, State Of Montana



**Purpose of Survey:**  
The purpose of this survey is to retrace the boundaries of Tract C of Certificate of Survey No. 1809

This survey was performed at the request of Yellowstone Geotour, LLC

### CERTIFICATE OF SURVEYOR

State of Montana,  
County of Park, ss

I, Brian Leitch, Surveyor at Law, do hereby certify that the accompanying Certificate of Survey was compiled by me, or under my supervision on October 18, 2023 pursuant to Sections 76-3-101 et seq., M.C.A. and the Park County, Subdivision Regulations. That to the best of my knowledge, the information shown is true and correct, and the measurements and together with those found are sufficient to enable the survey to be retraced.

*Brian Leitch*  
Surveyor at Law  
Certification Registration No. 10,365 L & B  
1318 West Fourth Street  
Livingston, Montana 59047  
Phone: (406) 822-1503



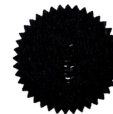
### CERTIFICATE OF COUNTY TREASURER

State of Montana,  
County of Park, ss

I, Brian Leitch, Treasurer of said county, do hereby certify that the accompanying Certificate of Survey has been duly examined and that all responsibility taxes assessed and levied on the land are paid.

Dated this 24th day of January, 2024

*Brian Leitch*  
Treasurer



### CERTIFICATE OF PLAT APPROVAL

State of Montana,  
County of Park, ss

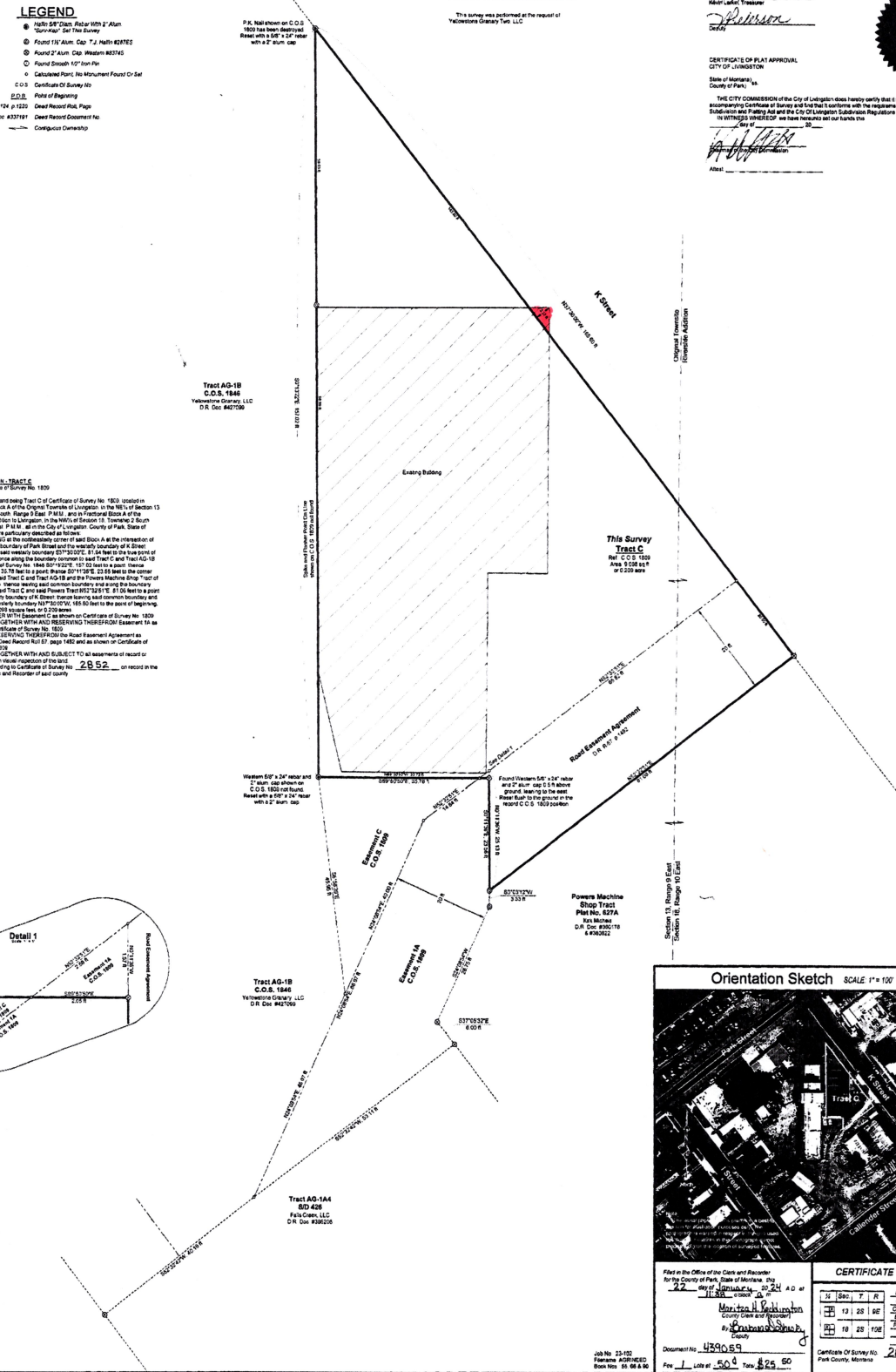
THE CITY COMMISSION of the City of Livingston does hereby certify that it has examined the accompanying Certificate of Survey and that it conforms with the requirements of the Montana Subdivision and Platting Act and the City of Livingston Subdivision Regulations.

In witness whereof, we have hereunto set our hands this

24th day of January, 2024

Attest:

- LEGEND**
- 1/4" = 50' Chain Peg With 2" Alum. 'Scribe' Set This Survey
- Found 1 1/2" Alum. Cap 7 1/2" PATH 82762
- Found 2" Alum. Cap. Weatm 82745
- Found Stump 10" Iron Pin
- Calculated From The Monument Found Or Set
- C.O.S. Certificate Of Survey No.
- P.O.B. Point of Beginning
- 1/4" = 125' Dead Reed Rod, Pegs
- 437911 Dead Reed Document No.
- Contiguous Ownership



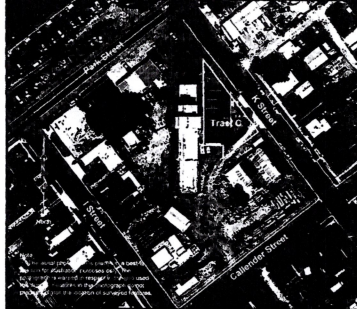
Original Platting  
Foundation Platting

**IN TRACT C**  
of Survey No. 1809

and being Tract C of Certificate of Survey No. 1809, located in the NE¼ of the Original Township of Livingston, in the NE¼ of Section 13, Township 2 South, Range 9 East, P.M.M., and in Fractional Block A of the City of Livingston, in the NW¼ of Section 18, Township 2 South, Range 10 East, P.M.M., all in the County of Park, State of Montana, as shown by the plat of said Certificate of Survey No. 1809, as amended by Certificate of Survey No. 1809-1, and as shown by the plat of said Certificate of Survey No. 1809-2, and as shown by the plat of said Certificate of Survey No. 1809-3, and as shown by the plat of said Certificate of Survey No. 1809-4, and as shown by the plat of said Certificate of Survey No. 1809-5, and as shown by the plat of said Certificate of Survey No. 1809-6, and as shown by the plat of said Certificate of Survey No. 1809-7, and as shown by the plat of said Certificate of Survey No. 1809-8, and as shown by the plat of said Certificate of Survey No. 1809-9, and as shown by the plat of said Certificate of Survey No. 1809-10, and as shown by the plat of said Certificate of Survey No. 1809-11, and as shown by the plat of said Certificate of Survey No. 1809-12, and as shown by the plat of said Certificate of Survey No. 1809-13, and as shown by the plat of said Certificate of Survey No. 1809-14, and as shown by the plat of said Certificate of Survey No. 1809-15, and as shown by the plat of said Certificate of Survey No. 1809-16, and as shown by the plat of said Certificate of Survey No. 1809-17, and as shown by the plat of said Certificate of Survey No. 1809-18, and as shown by the plat of said Certificate of Survey No. 1809-19, and as shown by the plat of said Certificate of Survey No. 1809-20, and as shown by the plat of said Certificate of Survey No. 1809-21, and as shown by the plat of said Certificate of Survey No. 1809-22, and as shown by the plat of said Certificate of Survey No. 1809-23, and as shown by the plat of said Certificate of Survey No. 1809-24, and as shown by the plat of said Certificate of Survey No. 1809-25, and as shown by the plat of said Certificate of Survey No. 1809-26, and as shown by the plat of said Certificate of Survey No. 1809-27, and as shown by the plat of said Certificate of Survey No. 1809-28, and as shown by the plat of said Certificate of Survey No. 1809-29, and as shown by the plat of said Certificate of Survey No. 1809-30, and as shown by the plat of said Certificate of Survey No. 1809-31, and as shown by the plat of said Certificate of Survey No. 1809-32, and as shown by the plat of said Certificate of Survey No. 1809-33, and as shown by the plat of said Certificate of Survey No. 1809-34, and as shown by the plat of said Certificate of Survey No. 1809-35, and as shown by the plat of said Certificate of Survey No. 1809-36, and as shown by the plat of said Certificate of Survey No. 1809-37, and as shown by the plat of said Certificate of Survey No. 1809-38, and as shown by the plat of said Certificate of Survey No. 1809-39, and as shown by the plat of said Certificate of Survey No. 1809-40, and as shown by the plat of said Certificate of Survey No. 1809-41, and as shown by the plat of said Certificate of Survey No. 1809-42, and as shown by the plat of said Certificate of Survey No. 1809-43, and as shown by the plat of said Certificate of Survey No. 1809-44, and as shown by the plat of said Certificate of Survey No. 1809-45, and as shown by the plat of said Certificate of Survey No. 1809-46, and as shown by the plat of said Certificate of Survey No. 1809-47, and as shown by the plat of said Certificate of Survey No. 1809-48, and as shown by the plat of said Certificate of Survey No. 1809-49, and as shown by the plat of said Certificate of Survey No. 1809-50, and as shown by the plat of said Certificate of Survey No. 1809-51, and as shown by the plat of said Certificate of Survey No. 1809-52, and as shown by the plat of said Certificate of Survey No. 1809-53, and as shown by the plat of said Certificate of Survey No. 1809-54, and as shown by the plat of said Certificate of Survey No. 1809-55, and as shown by the plat of said Certificate of Survey No. 1809-56, and as shown by the plat of said Certificate of Survey No. 1809-57, and as shown by the plat of said Certificate of Survey No. 1809-58, and as shown by the plat of said Certificate of Survey No. 1809-59, and as shown by the plat of said Certificate of Survey No. 1809-60, and as shown by the plat of said Certificate of Survey No. 1809-61, and as shown by the plat of said Certificate of Survey No. 1809-62, and as shown by the plat of said Certificate of Survey No. 1809-63, and as shown by the plat of said Certificate of Survey No. 1809-64, and as shown by the plat of said Certificate of Survey No. 1809-65, and as shown by the plat of said Certificate of Survey No. 1809-66, and as shown by the plat of said Certificate of Survey No. 1809-67, and as shown by the plat of said Certificate of Survey No. 1809-68, and as shown by the plat of said Certificate of Survey No. 1809-69, and as shown by the plat of said Certificate of Survey No. 1809-70, and as shown by the plat of said Certificate of Survey No. 1809-71, and as shown by the plat of said Certificate of Survey No. 1809-72, and as shown by the plat of said Certificate of Survey No. 1809-73, and as shown by the plat of said Certificate of Survey No. 1809-74, and as shown by the plat of said Certificate of Survey No. 1809-75, and as shown by the plat of said Certificate of Survey No. 1809-76, and as shown by the plat of said Certificate of Survey No. 1809-77, and as shown by the plat of said Certificate of Survey No. 1809-78, and as shown by the plat of said Certificate of Survey No. 1809-79, and as shown by the plat of said Certificate of Survey No. 1809-80, and as shown by the plat of said Certificate of Survey No. 1809-81, and as shown by the plat of said Certificate of Survey No. 1809-82, and as shown by the plat of said Certificate of Survey No. 1809-83, and as shown by the plat of said Certificate of Survey No. 1809-84, and as shown by the plat of said Certificate of Survey No. 1809-85, and as shown by the plat of said Certificate of Survey No. 1809-86, and as shown by the plat of said Certificate of Survey No. 1809-87, and as shown by the plat of said Certificate of Survey No. 1809-88, and as shown by the plat of said Certificate of Survey No. 1809-89, and as shown by the plat of said Certificate of Survey No. 1809-90, and as shown by the plat of said Certificate of Survey No. 1809-91, and as shown by the plat of said Certificate of Survey No. 1809-92, and as shown by the plat of said Certificate of Survey No. 1809-93, and as shown by the plat of said Certificate of Survey No. 1809-94, and as shown by the plat of said Certificate of Survey No. 1809-95, and as shown by the plat of said Certificate of Survey No. 1809-96, and as shown by the plat of said Certificate of Survey No. 1809-97, and as shown by the plat of said Certificate of Survey No. 1809-98, and as shown by the plat of said Certificate of Survey No. 1809-99, and as shown by the plat of said Certificate of Survey No. 1809-100.



### Orientation Sketch SCALE: 1" = 100'



Filed in the Office of the Clerk and Recorder for the County of Park, State of Montana, this 24th day of January, 2024 A.D. at Livingston, Montana.

*Brian Leitch*  
Surveyor at Law  
County Clerk and Recorder

U	S	T	R	Drawn By	Date
				B. Leitch	Nov. 2023
				E. R. Fisher	Aug. 2023
				Barbara J. Smith	Aug. 2023
				Barbara J. Smith	Aug. 2023
				Barbara J. Smith	Aug. 2023
				Barbara J. Smith	Aug. 2023

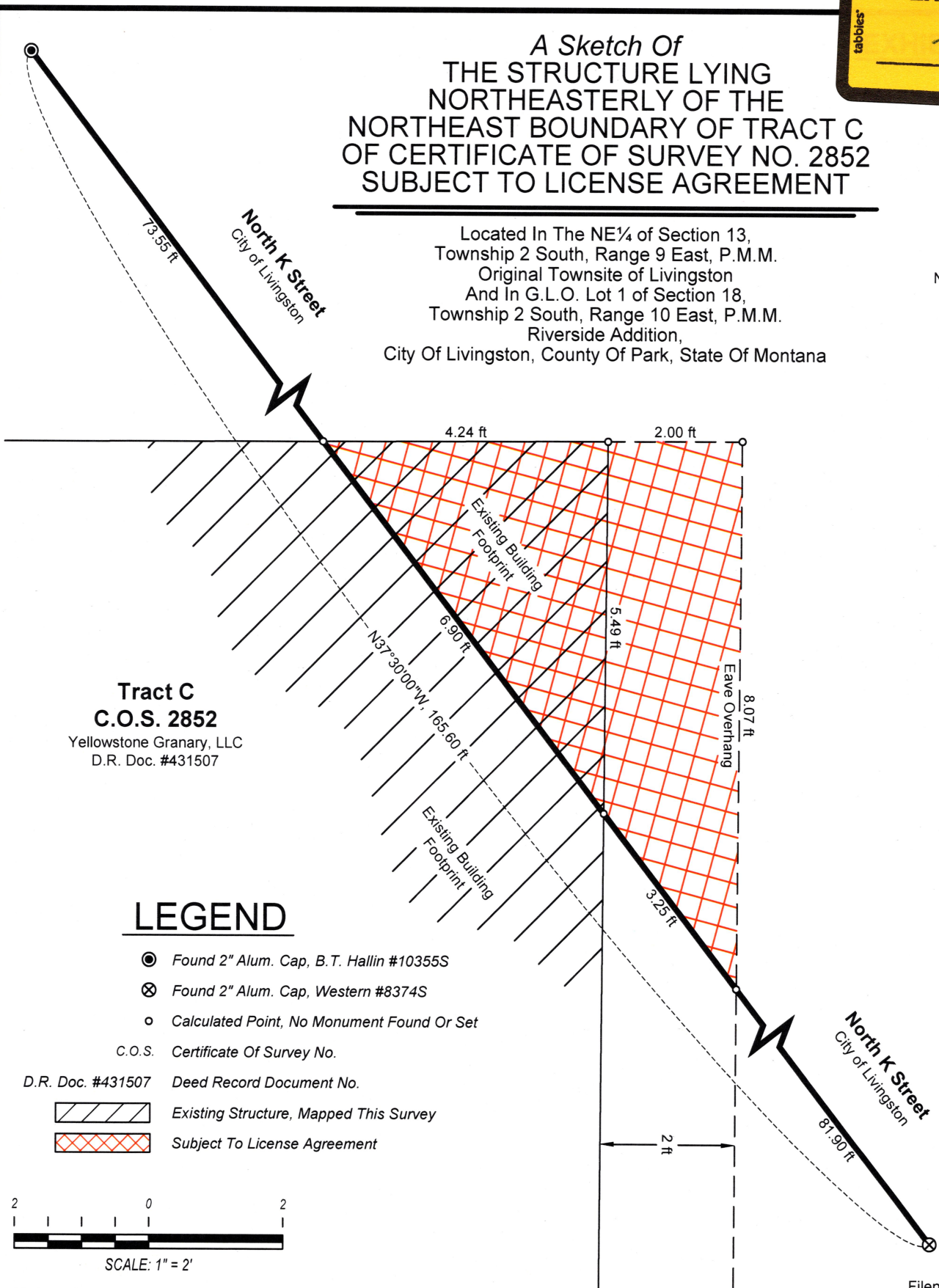
Document No: 4280659  
Folio 1, Lots of 504, 525, 50

CERTIFICATE OF SURVEY		
Certificate Of Survey No.	City	Sheet No. 1 of 1
2852	Livingston	





**A Sketch Of  
THE STRUCTURE LYING  
NORTHEASTERLY OF THE  
NORTHEAST BOUNDARY OF TRACT C  
OF CERTIFICATE OF SURVEY NO. 2852  
SUBJECT TO LICENSE AGREEMENT**

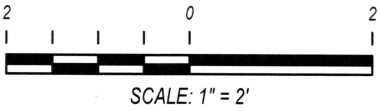
Located In The NE¼ of Section 13,  
Township 2 South, Range 9 East, P.M.M.  
Original Townsite of Livingston  
And In G.L.O. Lot 1 of Section 18,  
Township 2 South, Range 10 East, P.M.M.  
Riverside Addition,  
City Of Livingston, County Of Park, State Of Montana



**Tract C  
C.O.S. 2852**  
Yellowstone Granary, LLC  
D.R. Doc. #431507

**LEGEND**

- Found 2" Alum. Cap, B.T. Hallin #10355S
- ⊗ Found 2" Alum. Cap, Western #8374S
- Calculated Point, No Monument Found Or Set
- C.O.S. Certificate Of Survey No.
- D.R. Doc. #431507 Deed Record Document No.
-  Existing Structure, Mapped This Survey
-  Subject To License Agreement



**Note:**  
BASIS OF BEARINGS: An assumed bearing of N37°30'00"W along the easterly boundary of Block A as per the Original Townsite of Livingston, Plat No. 627A, C.O.S. 262 and C.O.S. 1809 as measured between found monuments at the southeasterly corner of the "Powers" Tract and a found P.K. Nail at the northeasterly corner of the "Black Market" Tract as per Certificate of Survey No. 1809.

Filename: AGRINEED

**HALLIN & ASSOCIATES, PLLC**

Professional Land Surveyors  
1318 West Front Street  
Livingston, Montana 59047  
(406) 222-1303

Drawn By:  
K. Loberg  
11-26-2024



**File Attachments for Item:**

**E. REVISED AGREEMENT 20129 WITH CLEARY BUILDING CORPORATION**



**DATE:** December 17, 2024  
**TO:** Chair Kahle and City Commissioners  
**FROM:** Grant Gager, City Manager  
**RE:** Staff Report for Revised Agreement 20129

**Recommendation and Summary**

Staff is recommending the Commission approve revisions to agreement 20129 with Cleary Buildings for the construction of a building at the cemetery by adopting the following motion:

**"I move to approve revised Agreement 20129 with the Cleary Building Corporation and authorize the City Manager to sign the agreement."**

The reasons for the recommendation are as follows:

- The construction of an equipment building at the cemetery was included in the Parks Division FY 2024-25 budget.
- The City utilized a competitive procurement to solicit bids and Cleary Building Corporation was the low bidder.

**Introduction and History**

The City's Parks Division budget for FY 2024-25 included funding for the construction of an equipment building. The Division intends to use the building as an equipment shop for the storage and maintenance of equipment on the north side of town.

**Analysis**

The City of Livingston conducted a competitive Invitation for Bids in accordance with the City Commission approved procurement guidelines. An Invitation for Bids was released on October 18 and posted on the City's website. On that date, vendors known to engage in this work were contacted and advised of the procurement. On October 29, bids were due and 1 bid was received. The bid, from Cleary Building Corporation, is within the approved budget for the project. The City Manager is submitted a modified contract based on discussion with the contractor regarding the project.

**Fiscal Impact**

The project funding is included in the FY 2024-25 budget approved by the Commission.





**Strategic Alignment**

The building will enable the City team to accomplish its work.

**Attachments**

- Attachment A: Revised Agreement 20129

**GENERAL SERVICES AGREEMENT 20129**

THIS GENERAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **THE CITY OF LIVINGSTON, MONTANA**, a municipal corporation and political subdivision of the state of Montana with its principal office located at 220 East Park Street, Livingston, MT 59047 (hereinafter referred to as the “City”), and **Cleary Building Corporation**, an incorporated company with its principal place of business located at 8235 Huffine Lane, Bozeman MT (hereinafter referred to as the “Contractor”; and together with the City, the “Parties”).

RECITALS:

- A. The Contractor is engaged in the business of providing construction and building services, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform construction services for the City.
- B. The Parties desire to define their respective rights, duties and obligations in connection with their relationship and, as a result, the Parties desire to proceed under the terms and conditions contained in this Agreement.

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

1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
  
2. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Contractor agrees that all hiring will be on the basis of merit and qualifications and the Contractor will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
  
3. SCOPE OF WORK/SERVICES. Contractor shall complete all work as specified or indicated in the construction plans and specifications herein (Scope of Work). The Project for which the work shall be completed may be generally described as the “Livingston Cemetery Building Project.”
  
4. CONTRACT DOCUMENTS. In addition to this Agreement, the contract documents shall consist of the Instructions to Bidder, bid, all issued addenda, drawings the specifications manual, bonds, and insurance certifications as required by the Instructions to Bidder and documents identified therein (the foregoing documents are collectively referred to in this Agreement as the “Contract Documents.”) The Contract Documents are collectively incorporated.
  
5. NATURE OF RELATIONSHIP.
  - a. The Contractor states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Contractor shall perform the Project as an independent contractor. The Parties agree that the City is only interested in the end result of said project, not in the method of performance, and as such, the Contractor has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Contractor shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
  
  - b. The Contractor agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both State and Federal, and furthermore agrees to assume full responsibility for the payment of

all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Contractor in performance of this Agreement.

- c. The Contractor hereby states that it is either covered by Worker's Compensation and Unemployment Insurance or has obtained an exemption from the Montana Department of Labor and Industry pursuant to Mont. Code Ann. §§ 39-71-401(3) and 39-51-204(2), as is evidenced by the certificates of insurance or exemption documents attached hereto and incorporated herein as Exhibit A. Any certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage.
- d. The Contractor, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.

6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. The Contractor represents and warrants as follows:

- a. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
- b. It has inspected the job site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work.
- c. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, performance and furnishing the Services.
- d. It has reviewed this Agreement and all exhibits hereto and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.

- e. It will complete the Services in a workmanlike manner according to industry standards and practices.
- f. Will commit to being responsive and responsible during the City of Livingston 2-year warranty period for work completed in this project and warranty claims related to this project.
- g. It will not cause or permit any liens to be filed against City-owned property.

7. CITY'S RESPONSIBILITIES. The City shall:

- a. Provide all of the information regarding any requirements under this Agreement in a timely fashion.
- b. Provide access to City property and easements with respect to the performance of this Agreement

8. PAYMENT.

- a. Subject to additions or deductions by change order, the Contractor shall perform his obligations under this agreement for the contract price of Eighty-Nine Thousand Seven Hundred Sixty-One Dollars (\$89,761.00). Pay requests submitted by Contractor must first be approved by the City or its designee prior to payment.
- b. In connection with obtaining payment under this Agreement, Contractor agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Contractor assumes responsibility for the late filing of a claim.
- c. In the event the Contractor seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Contractor must seek prior written authorization from the City before such expenditure is incurred. If the Contractor fails to obtain prior written authorization, the Contractor shall not be entitled to payment for the unauthorized work, materials or services.
- d. For payment terms see Exhibit A

9. TERMINATION.

- a. If the City fails to substantially perform in accordance with the terms of this Agreement, the Contractor shall deliver to the City a written notice specifying the nature of the City’s failure to substantially perform. The City shall have a period of ten (10) days after receiving the written notice from the Contractor to cure the failure to perform. If the City fails to cure its failure to perform within the 10-day cure period, the Contractor shall provide the City with a written notice to terminate this Agreement. The Contractor may only terminate this Agreement if it is not at fault for the City’s failure to perform. Failure of the City to make payment as provided in this Agreement shall be considered nonperformance and cause for termination, unless the Contractor is at fault for the City’s nonpayment.
- b. The City may terminate this Agreement upon not less than ten (10) days prior written notice to Contractor. If the City terminates this Agreement for a reason other than fault of the Contractor, the Contractor shall receive compensation for the work/services performed prior to termination, together with reasonable expenses incurred up to the date of termination.

10. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Contractor shall indemnify the City, its officers, employees, agents and representatives against any and all claims, actions, costs, fees (including but not limited to attorney fees and all defense costs), losses, liabilities or damage of whatever kind or nature arising from or related to Contractor’s performance of this Agreement and Contractor’s work (or the work of any subcontractor or supplier to Contractor) under this Agreement. In the event a claim should be brought or an action filed against the City with respect of the subject of this Agreement, Contractor agrees that the City may, at its election, employ attorneys of its own selection to appear and defend the claim or action on behalf of the City, at the expense of the Contractor. City, at its option, shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the City.

11. INSURANCE AND BONDING. During the term of this Agreement, Contractor shall be responsible for maintaining, at its sole expense, insurance coverage and bonding. The Contractor shall provide the City with certificates of insurance demonstrating such insurance coverage and bonding and the certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal

of coverage. The certificates of insurance shall also name the City as an additional insured. The Contractor shall:

- a. Maintain a comprehensive public liability insurance policy, including automobile coverage, insuring against loss and for damages for personal injury or death and/or property loss, damage or destruction arising out of or in connection with the performance of this Agreement by the Contractor, its officers, agents and employees with the minimum liability limit of \$1,500,000.00 per claim and \$750,000.00 for each occurrence, as set forth in the bidding documents.
- b. Maintain workmen's compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.

12. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.

13. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.

14. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.

15. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Services and supersedes all prior agreements and understandings between the Parties with respect to the Services.

16. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.
  
17. CAPTIONS, HEADINGS, AND TITLES. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
  
18. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
  
19. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of an third party, including contractors, subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the contractor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.
  
20. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
  
21. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.



- 22. LIAISON. The designated liaison with the City is Adam Ballew , who can be reached at (406) 222-5667. The Contractor’s liaison is Mike Kriens who can be reached at 406-580-4645.
  
- 23. GOVERNING LAW. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.
  
- 24. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.
  
- 25. Schedule. Construction completed, accepted and final billing prior to June 15, 2025
  
- 26. Project Scope – See Exhibit A

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

**City of Livingston**

**Cleary Building Corporation**

\_\_\_\_\_  
**Grant Gager, City Manager**

\_\_\_\_\_  
**Mike Kriens, Branch Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



P.O Box 930220  
Verona, WI 53593-0220  
Phone: (608) 845-9700  
Fax: (608) 845-7070

11/26/2024  
CITY OF LIVINGSTON, ADAM  
Doc ID: 4960620241126082315

## Cleary/Owner Project Contract - Erected

### Customer Information

#### Building Specification For:

CITY OF LIVINGSTON, ADAM  
15 FRESHMAN CREEK RD  
LIVINGSTON, MONTANA 59047  
Cell Phone: (406) 224-0836  
Email: Jschwartz@livingstonmontana.org

#### Building Site Location:

Location: N/A  
Tenant: N/A  
15 FRESHMAN CREEK RD  
LIVINGSTON, MONTANA 59047  
County: PARK

### Cleary Contact Information

MICHAEL KRIENS  
CLEARY BUILDING CORP.  
8235 HUFFINE LANE  
BOZEMAN, MONTANA 59718  
Phone Number: (406) 586-0440  
Phone Number: (800) 373-5550  
Cell Number: (406) 580-4645  
Email: bozeman@clearybuilding.com

### Building Design Criteria

#### THIS BUILDING IS DESIGNED FOR AGRICULTURAL USE ONLY

Property Elevation: 4981  
Building Snow Load Design: 90 psf Ground Snow Load  
Intended Use: Machinery  
100' Mark Verification form # C-030 becomes part of this contract.  
Is a building permit or other approval (HOA, Etc.) required for this project? No  
Will a pull off charge be required for this building? No - No action required  
This contract has not been reviewed for energy code compliance. Conformance to the International Energy Conservation Code (IECC) may necessitate additional costs not included in this contract.

### Building Structure

#### Building Name: Building 1

Energy Miser – WxLxH: 30' 0" x 56' 0" x 17' 4" (See "Interior Clearances and Exterior Heights" Section)  
Width: 30' 0"  
Length: 7 Bays at 8' o.c. (Note: See drawing for any custom bay sizes)  
Eave Height: 17' 4"  
16' 0" Interior (Truss) Clearance from the Concrete Floor (See "Interior Clearances and Exterior Heights" Section)  
Roof System: Truss (Standard Lower Chord)  
Default Ceiling Design: Designed to Support a Future Steel Ceiling  
Roof Pitch: 4/12  
Purlins: 2"x4" Continuous 1' 6" inch on center



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## Cleary/Owner Project Contract - Erected

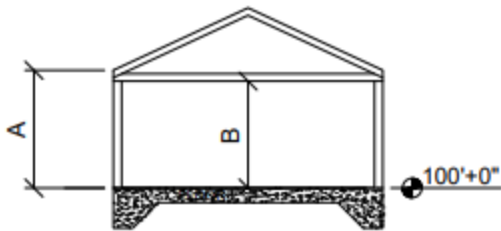
### Additional Accessories

- Roofline Wind Bracing
- Upgrade to 2x6 Corner Bracing

### Foundation

Type: On Concrete Slab (DrySet Brackets)  
 Concrete Floor: Yes - Supplied by Cleary (Concrete not included unless otherwise noted in writing in the Additional Building Components section)

## Interior Clearances and Exterior Heights



Standard Lower Chord Truss (SLC)

### Interior Clearances:

"B"=Clearance from finished floor to bottom of truss: **16' 0"**  
 (Clearance is reduced by the thickness of any ceiling and the thickness of any floor covering)

### Exterior Heights:

"A" = Actual Eave Height: **17' 4"**  
 Roof Peak Height: **22' 4"**  
 Roof Pitch: **4/12**

## Roof Finish and Accessories for Building 1

### Exterior Finishes

Roof: Standard Steel Panel

### Ventilation

Roof  
 Ridge Cap(s):  
 58' 0" of Standard Ridge Cap. Marco LP2 Weather-Tite Ridge Vent "Low Profile" (Add ventilation to ridge).

### Accessories

Roof  
 Condensation Control for Building 1: None  
 Ceiling for Building 1  
 Ceiling Insulation: No Fiberglass Batt Insulation Included  
 CeilingType: None  
 Ceiling Nailers: None  
 A total of 0 cut outs are included in this total project (for electrical/plumbing, etc) in the interior finishes, any additional cut outs will be an extra charge.

Weatherthane: Cleary weatherthane not included with building

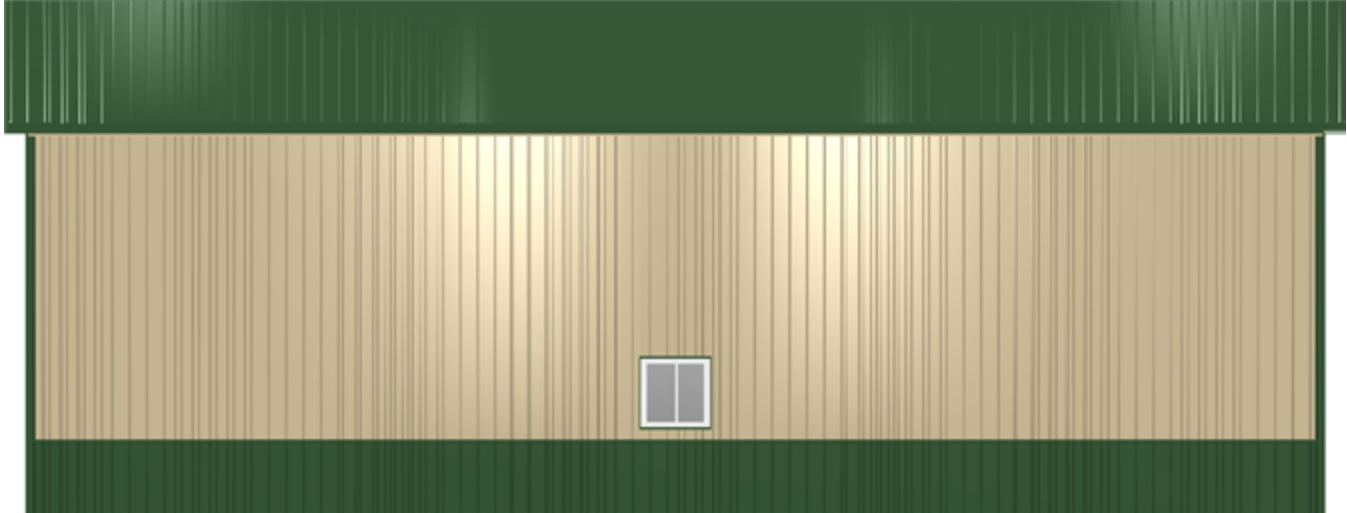
## Elevations for Building 1



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11/26/2024  
CITY OF LIVINGSTON, ADAM  
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## Cleary/Owner Project Contract - Erected



### South Side Wall 1 on Building 1

Note: These colors are as close to the actual colors as permitted by printing. Actual metal samples must be reviewed with your Sales Specialist. Colors vary depending upon position and angles.

#### Exterior Finishes

- Side Wall 1 on Building 1
- Siding: Standard Steel Panel
- House Wrap: None
- Wainscot: Standard Steel Panel (Height is 3'-4" above the 100' mark)
- Wainscot Filler Strips: None
- Eave Filler Strips: None
- Treated Plank Filler Strips: None

#### Ventilation

- Side Wall 1 on Building 1
- Overhang: 12" Aluminum soffit (Sidewall) with vented soffit
- Insulation Baffle will be used with this overhang to prevent ceiling insulation from moving into the soffit area.

#### Accessories

- Side Wall 1 on Building 1
- Window(s):
  - Standard - Double Pane, Insulated 3'-0"x3'-0"
  - Distance from left edge of wall to left edge: 26' 6"
  - Distance from 100'+0" mark to top of window plus: 82"
  - Altitude: Hi-Altitude
  - Frame Out: 2x6
  - Frame: Nail Fin Only
  - Frosted: N/A
  - Glass: Insulated Double Pane
  - Grid: N/A
  - Interior Frame: N/A
  - Low E: N/A



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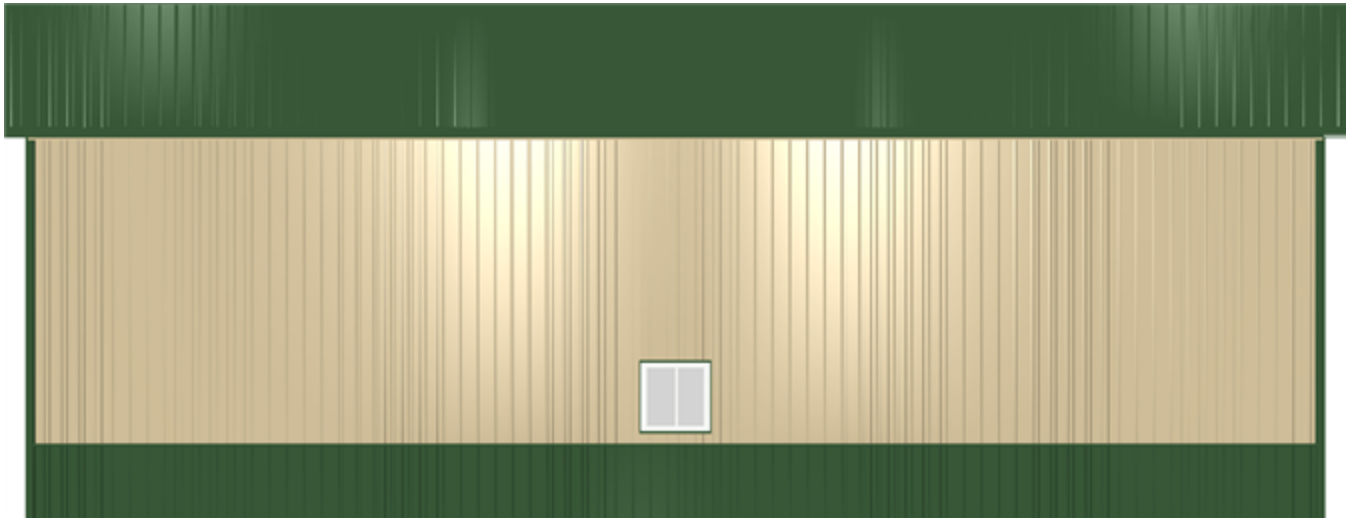
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### Cleary/Owner Project Contract - Erected

Screen: Screen  
Slide: Horizontal (Single Slider)  
Tempered: N/A  
Tint: N/A

#### Interior Finishes / Insulation

Side Wall 1 on Building 1  
Condensation Control: None  
Insulation: None



#### North Side Wall 2 on Building 1

Note: These colors are as close to the actual colors as permitted by printing. Actual metal samples must be reviewed with your Sales Specialist. Colors vary depending upon position and angles.

#### Exterior Finishes

Side Wall 2 on Building 1  
Siding: Standard Steel Panel  
House Wrap: None  
Wainscot: Standard Steel Panel (Height is 3'-4" above the 100' mark)  
Wainscot Filler Strips: None  
Eave Filler Strips: None  
Treated Plank Filler Strips: None

#### Ventilation

Side Wall 2 on Building 1  
Overhang: 12" Aluminum soffit (Sidewall) with vented soffit  
Insulation Baffle will be used with this overhang to prevent ceiling insulation from moving into the soffit area.

#### Accessories

Side Wall 2 on Building 1  
Window(s):  
Standard - Double Pane, Insulated 3'-0"x3'-0"  
Distance from left edge of wall to left edge: 26' 6"



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### Cleary/Owner Project Contract - Erected

Distance from 100'+0" mark to top of window plus: 82"  
Altitude: Hi-Altitude  
Frame Out: 2x6  
Frame: Nail Fin Only  
Frosted: N/A  
Glass: Insulated Double Pane  
Grid: N/A  
Interior Frame: N/A  
Low E: N/A  
Screen: Screen  
Slide: Horizontal (Single Slider)  
Tempered: N/A  
Tint: N/A

**Interior Finishes / Insulation**

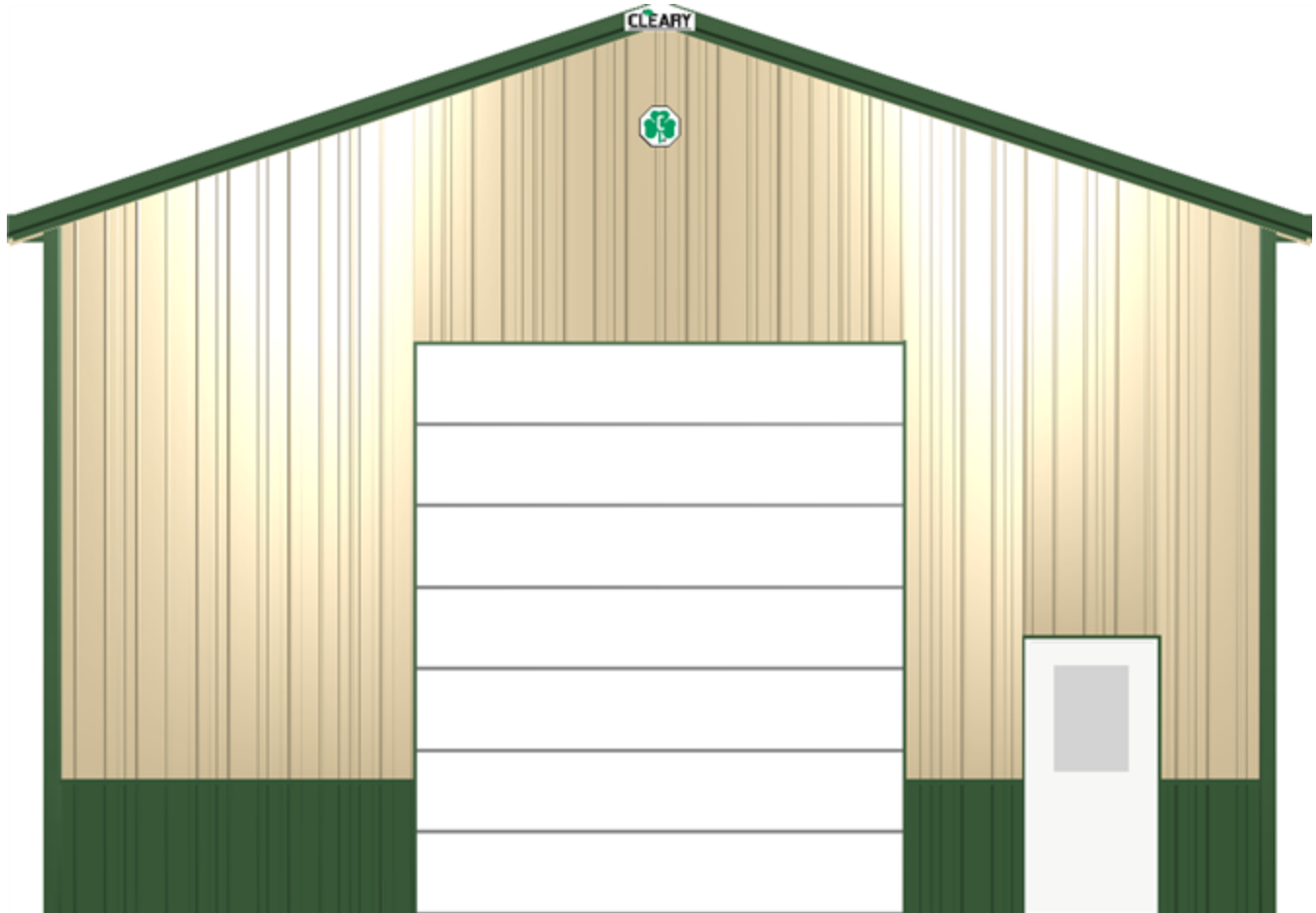
Side Wall 2 on Building 1  
Condensation Control: None  
Insulation: None



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### Cleary/Owner Project Contract - Erected



**East End Wall 1 on Building 1**

Note: These colors are as close to the actual colors as permitted by printing. Actual metal samples must be reviewed with your Sales Specialist. Colors vary depending upon position and angles.

**Exterior Finishes**

- End Wall 1 on Building 1
- Siding: Standard Steel Panel
- House Wrap: None
- Wainscot: Standard Steel Panel (Height is 3'-4" above the 100' mark)
- Wainscot Filler Strips: None
- Gable Filler Strips: Gable filler strips not included.
- Treated Plank Filler Strips: None

**Ventilation**

- End Wall 1 on Building 1
- Overhang: 12" Aluminum soffit (Endwall) with vented soffit

**Accessories**

- End Wall 1 on Building 1





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## Cleary/Owner Project Contract - Erected

### Overhead Frame Out(s):

12' 0" Width x 14' 0" Height

Headroom Available: 1' 11"

Additional Header material required: Overhead Frame Out with 13" to 20" of Required Headroom without Liner

Distance from left edge of wall to left edge: 9' 0 1/4"

Distance from 100'+0" mark to bottom of the overhead frame out plus: 0"

**OVERHEAD DOOR NOT INCLUDED UNLESS OTHERWISE NOTED IN WRITING IN THE ADDITIONAL BUILDING COMPONENTS OR CLOPAY BUILDING PRODUCTS SECTION.**

### Walk Door(s):

Standard, Steel Jamb 3 1/2" 3'-0"x6'-8"

Distance from left edge of wall to left edge: 24' 1"

Distance from 100'+0" mark to bottom of door plus: 0"

Anchor: ANCHOR KIT (WOOD)

Closer: No Closer

Dead Bolt: No Deadbolt

Door Chain: No Chain

Embossment: No Embossment

Frame: 2x6

Hinge: 4" 304 STAINLESS STEEL FIXED PIN

Jamb: 3 1/2" Insulated Jamb

Kick Plate: No Kick Plate

Latch Guard: No Latch Guard

Latch: None

Lockset: Knob/Knob

Panic Hardware: No Panic Hardware

Skin: Lite Kit

Swing: Right Hand Swing In Single Door

Window: 20"x24" Insulated - Thermo Pane

Keyed Alike. Group 1

### Interior Finishes / Insulation

End Wall 1 on Building 1

Condensation Control: None

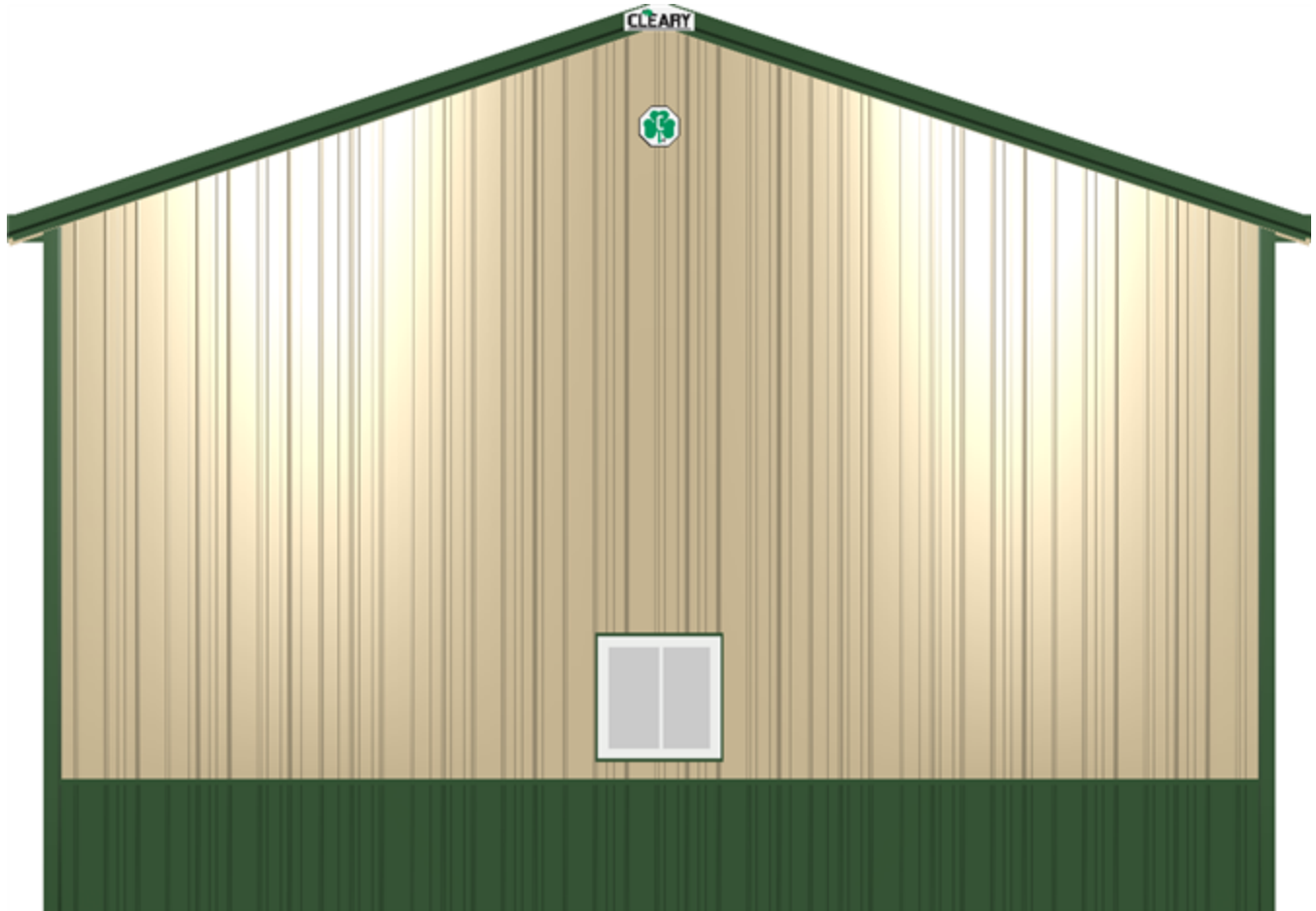
Insulation: None



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### Cleary/Owner Project Contract - Erected



**West End Wall 2 on Building 1**

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**Exterior Finishes**

- End Wall 2 on Building 1
- Siding: Standard Steel Panel
- House Wrap: None
- Wainscot: Standard Steel Panel (Height is 3'-4" above the 100' mark)
- Wainscot Filler Strips: None
- Gable Filler Strips: Gable filler strips not included.
- Treated Plank Filler Strips: None

**Ventilation**

- End Wall 2 on Building 1
- Overhang: 12" Aluminum soffit (Endwall) with vented soffit

**Accessories**

- End Wall 2 on Building 1



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## Cleary/Owner Project Contract - Erected

### Window(s):

- Standard - Double Pane, Insulated 3'-0"x3'-0"
- Distance from left edge of wall to left edge: 13' 6"
- Distance from 100'+0" mark to top of window plus: 82"
- Altitude: Hi-Altitude
- Frame Out: 2x6
- Frame: Nail Fin Only
- Frosted: N/A
- Glass: Insulated Double Pane
- Grid: N/A
- Interior Frame: N/A
- Low E: N/A
- Screen: Screen
- Slide: Horizontal (Single Slider)
- Tempered: N/A
- Tint: N/A

### Interior Finishes / Insulation

- End Wall 2 on Building 1
- Condensation Control: None
- Insulation: None

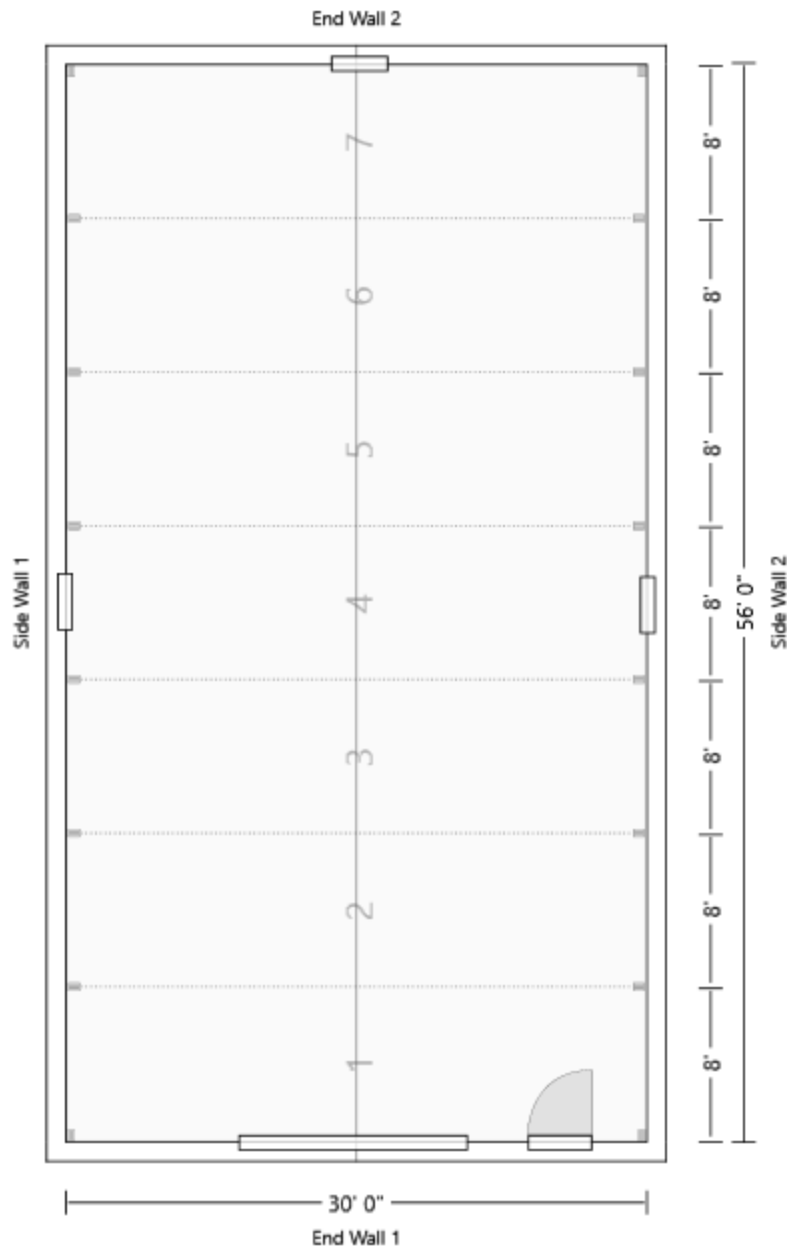


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### Cleary/Owner Project Contract - Erected

## Floor Plan



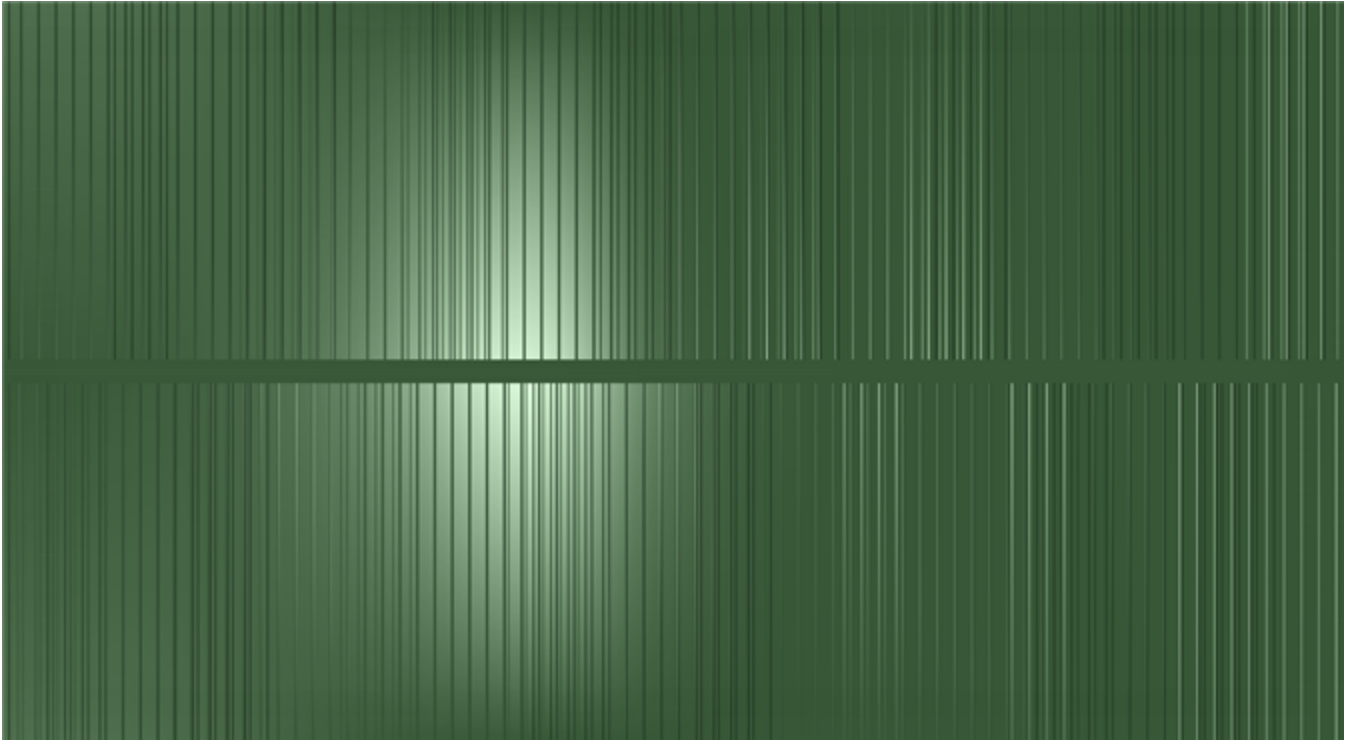


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### Cleary/Owner Project Contract - Erected

## Aerial View



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## Cleary/Owner Project Contract - Erected

# Project Colors

### Building - Exterior

#### Siding

Standard Steel Panel: Hickory Moss  
Corner Trim: Hunter

#### Wainscot

Standard Steel Panel: Hunter  
Cap AZ-2 Trim: Hunter  
Bottom Trim: Hunter

#### Roof

Standard Steel Panel: Hunter

#### Trim

Gable: Hunter  
Eave/Fascia: Hunter  
Ridge Cap: Hunter  
Trim Color Unless Otherwise Specified: Hunter

#### Overhangs

Soffit: Hunter  
WallToSoffitTrim: Hickory Moss  
CeilingEnclosureTrim: Hunter

#### Overhead Frameout

J-Trim: Hunter

#### Walk Doors

Standard Blocked 3068: Brilliant  
J-Trim: Hunter

#### Windows

Standard: Brilliant  
J-Trim for Window Frame Outs or Non - Step Saver windows only: Hunter

### Subcontractors

#### Overhead Doors

BRIDGER GARAGE DOOR CO: White

# Project Color Chip Review

All applicable Wall Steel, Roof Steel, Walk Door, Window, Overhead Door, and Trim colors have been reviewed using steel color chips.

Purchaser Initials

Purchaser and BSS to meet at a later date to confirm colors with color chips. This will be documented with a change order.

Purchaser Initials

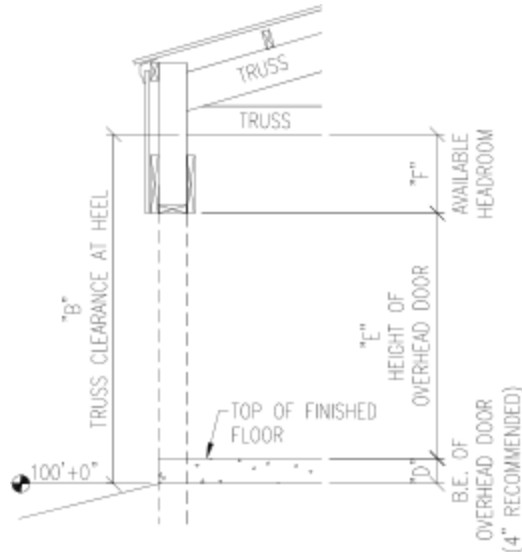


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## Cleary/Owner Project Contract - Erected

# Overhead Frameout & Headroom



"D" = Bottom elevation (B.E.) of overhead door: **0' 0"**

The bottom of all overhead doors (top of finished floor) are recommended to be placed at 4" above the 100'-0" mark (100'-4"). In building without paved floors, B.E. of doors may be lower - e.g. 100'-0".

"E" = Height of overhead door: **14' 0"**

Overhead door height = the height of the overhead door being placed in this building.

"F" = Available headroom: **1' 11"**

Available headroom = the space available for overhead door tracks and openers. If a ceiling is installed, headroom will be reduced by about 1". Door headroom requirements must be confirmed with the door supplier.

Headroom calculation formula:

$$("B") - ("D") - ("E") = ("F")$$

$$(\text{Truss Clearance}) - (\text{B.E. of overhead door}) - (\text{Overhead door height}) = (\text{Available headroom})$$

Example:

$$(10'-0") - (4") - (8'-0") = (1'-8" \text{ of available headroom})$$

# Payment Terms

Amount	Type	Percent	Description
\$17,952	Down Payment	20%	Upon the signing of the contract with CLEARY BUILDING CORP.
\$20,160	Subcontract	22%	Subcontract
\$35,904	Delivery Payment	40%	Payment due upon first load of building materials. In the event that multiple loads of materials are required, due to the size of the building, the remaining materials will be shipped to the site as needed while the building is under construction
\$11,809	Truss Payment	13%	When all trusses are installed on the building. In the event that there is more than one building on a contract, the truss in place payment is due upon installing the trusses in one of the buildings.
\$3,936	Final Payment	4%	Paid upon Completion and such payment to be delivered to the crew foreman of CLEARY BUILDING CORP.
<b>\$89,761</b>	<b>Total Amount</b>	<b>100%</b>	

TERMS OF PAYMENT: (1) If Contract Amount is \$50,000.00 or less, the terms of payment shall be as provided in the payment terms section above. (2) If Contract Amount is over \$50,000.00, the terms of payment shall be pursuant to the Bank Reference Form which is made a part of this Contract.



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If the Purchaser fails to make a payment when due, Purchaser agrees to pay Cleary, upon demand, a delinquency charge equal to the lesser of three-quarter percent (.75%), or the highest rate allowed by law, of the delinquent amount per fifteen (15) days, from the date the delinquent amount is due, until the date it is paid.

Purchaser agrees not to send Seller payments marked "paid in full", "without recourse", or similar language. If Purchaser sends such a payment, Seller may accept it without losing any of Seller's rights under this Contract, and Purchaser will remain obligated to pay any further amount owed to Seller.

## Temporary Services

Seller will provide electric power during construction.  
Purchaser will provide sanitary facilities. On site  
Seller to pile scrap for Purchaser use or disposal.

\_\_\_\_\_  
Purchaser Initials

## Additional Building Components

Overhead Doors  
1 ea 12x14 ins with opener  
Concrete Floor  
mono with bar

## IMPORTANT: LIEN NOTICE

\*\*\*\*\*

(Notice Required by Illinois Law – Illinois Only)  
THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR.  
License No. 104.002640

\*\*\*\*\*

(Notice Required by Kansas Law – Kansas Only)  
NOTICE TO OWNER: \_\_\_\_\_ IS A SUPPLIER OR SUBCONTRACTOR PROVIDING MATERIALS OR LABOR ON JOB NO. \_\_\_\_\_ UNDER AN AGREEMENT WITH \_\_\_\_\_. KANSAS LAW WILL ALLOW THIS SUPPLIER OR SUBCONTRACTOR TO FILE A LIEN AGAINST YOUR PROPERTY FOR MATERIALS OR LABOR NOT PAID BY YOUR CONTRACTOR UNLESS YOU HAVE A WAIVER OF LIEN SIGNED BY THIS SUPPLIER OR SUBCONTRACTOR. IF YOU RECEIVE A NOTICE OF FILING OF A LIEN STATEMENT BY THIS SUPPLIER OR SUBCONTRACTOR, YOU MAY WITHHOLD FROM YOUR CONTRACTOR THE AMOUNT CLAIMED UNTIL THE DISPUTE IS SETTLED.

\*\*\*\*\*

(Notice Required by Minnesota Law – Minnesota Only)  
PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED LAND IF THEY ARE NOT PAID FOR THEIR CONTRIBUTIONS, EVEN IF SUCH PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER. MINNESOTA LAW PERMITS THE OWNER TO WITHHOLD FROM HIS CONTRACTOR SO MUCH OF THE CONTRACT PRICE AS MAY BE NECESSARY TO MEET THE DEMANDS OF ALL OTHER LIEN CLAIMANTS, PAY DIRECTLY SUCH LIENS AND DEDUCT THE COST THEREOF FROM THE CONTRACT PRICE, OR WITHHOLD AMOUNTS FROM HIS CONTRACTOR UNTIL THE EXPIRATION OF 90 DAYS FROM THE COMPLETION OF SUCH IMPROVEMENT





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## Cleary/Owner Project Contract - Erected

UNLESS THE CONTRACTOR FURNISHES TO THE OWNER WAIVERS OF CLAIMS FOR MECHANIC'S LIENS SIGNED BY PERSONS WHO FURNISHED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO PROVIDED THE OWNER WITH TIMELY NOTICE.

\*\*\*\*\*

(Notice Required by Missouri Law – Missouri Only)

FAILURE OF THE CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIENWAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

\*\*\*\*\*

(Notice Required by Wisconsin Law – Wisconsin Only)

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT (CLEARY BUILDING CORP) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Client received the Wisconsin's Framework for Successful Communications between Consumers and Contractors brochure (SBD -10845)

\*\*\*\*\*

License numbers by state: VA #2705 123094A, MI #2102150963, MN #20076522, IL #104.002640, AZ # ROC212050 Limit \$250,000, NM #86107 Limit \$1,000,000, NV #0042464 Limit \$2,000,000, OR # CCB 115247, WA # CLEARBC044NE, PA120833, WV # WV034562

## Terms and Conditions

1. This contract may be assigned by Seller to Cleary Building Corp. Upon such assignment all references to obligations and rights of "Seller" in this contract shall apply to Cleary Building Corp. and all checks or drafts for the Contract Amount MUST BE PAYABLE TO CLEARY BUILDING CORP.
2. Purchaser represents and warrants that Purchaser is fee owner of the Construction Site; or land contract vendee or purchaser under contract of sale; or lessee of the Construction Site and that the fee owner has consented to the construction contemplated by this Agreement. If Purchaser is not fee owner of the construction site then Form C1097 (Consent to construction if owner is other than Purchaser) must be signed by the fee owner and becomes part of the contract.
3. At Seller's option this contract shall be subject to price increase if construction is commenced more than ninety (90) days after date of this contract. Purchaser will receive written notification of such increase before material is delivered and agrees to pay the increased amount upon receipt.
4. Purchaser shall provide access to construction site for delivery of materials and construction of this contract by Seller. Seller shall not be responsible for damage to property of Purchaser if incurred while Seller accesses site. All labor standards are based upon building materials being placed within 75 feet of building pad. Access must be provided for unloading materials to the building material placement area, which must be within 75 feet of the building pad. If greater than 75 feet, additional charges will be

\_\_\_\_\_  
Purchaser Initials



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### Cleary/Owner Project Contract - Erected

applied.

5. Contract Amount is based on:

- A level, compacted, and workable construction site. If snow removal is required, it is the Purchaser's responsibility. If extra materials and/or labor are required because of a sloping construction site, improper site working clearance, or snow removal, Purchaser will pay for the same upon request of Seller. The price of such materials and/or labor will be Seller's usual and customary price.

\_\_\_\_\_  
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- Seller proceeding with normal digging procedures (Hole depth per plans and Utilizing a Skid steer with auger attachment). If Seller is unable to proceed with normal digging procedures due to buried objects (concrete, rocks, rebar, wood, etc.), collapsing holes, or an inordinate amount of water encountered while digging, the extra expense resulting from the "not normal" digging procedures or conditions will be the obligation of the Purchaser and shall be paid to Seller upon request.

- Seller shall not be responsible for any damage to buildings occasioned by soil conditions including water table conditions, nor for the inability of the building site to bear the weight of the building.

- Unless noted elsewhere in this contract, the Seller is not aware of the need for or the existence of any pertinent soil or geotechnical reports or investigations related to the proposed construction at this site. Should a geotechnical report become required as part of any permit requirements, or should the Purchaser desire construction to follow a report's recommendations, the report shall be commissioned and provided by the Purchaser at the Purchaser's expense. Any changes to the Seller's standard practice for construction as the result of such a report shall be at the Purchaser's additional expense and shall be paid to the Seller upon request. Any site improvements or observations recommended by such a report shall be at the Purchaser's expense.

6. Purchaser shall hold Seller harmless from any and all claims and expenses incurred in defending against claims arising from digging into or through any unmarked, private or non-public underground utilities. It is the Purchaser's responsibility to mark all such utilities prior to the commencement of digging.

\_\_\_\_\_  
Purchaser Initials

7. Any alterations or changes from the above Specifications involving extra costs will be effective only upon written change orders signed by Purchaser and accepted in writing by Seller and will be an extra charge in addition to the Contract Amount. Seller shall not be in default of this contract or be liable to Purchaser for any damages that Purchaser may incur as a result of delay(s) in Seller's performance of this contract which delay(s) are occasioned by strikes, riots, insurrection, acts of God, unavailability or late delivery of materials or other delays beyond Seller's control or any other cause which Seller could not have reasonably foreseen or avoided. It is understood that this Agreement and any documents which are attached hereto or referenced herein constitute the entire agreement between the parties and all other agreements, representation, promises, inducements, statements and understandings, prior to and contemporaneous with this Agreement, written or oral, are superseded by this Agreement. If a change is made at the direction of the Purchaser that benefits the Purchaser and would have increased the Contract Price to the Purchaser through a change order as required, but no change order was executed in advance, Purchaser agrees to pay Seller a reasonable and customary amount for such benefit.

8. Purchaser shall timely obtain at Purchaser's cost all necessary and required permits and licenses for the construction contemplated by this Agreement.

\_\_\_\_\_  
Purchaser Initials

9. Seller provides builder's risk insurance coverage on the building until construction is completed and Seller accordingly will repair or reconstruct any damage to or loss of the building resulting from insured perils during construction. For purposes of this paragraph only, ownership of the building passes to the Purchaser upon completion. Each party hereto waives any rights of subrogation their respective insurers might have as against the other party to the extent permissible and only if such waiver does not adversely affect insurance coverage. If damage occurs while on a purchaser initiated pull off of Cleary personnel or a Cleary Subcontractor, builder's risk insurance will not be in effect during that pull off.

10. Any and all materials delivered to the Construction Site but not used in actual construction remain the property of the



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## Cleary/Owner Project Contract - Erected

Seller with the exception of such material deemed by Seller as scrap.

- 11. Any use of the building by Purchaser represents acceptance and approval by Purchaser.
- 12. The obligations of Seller are subject to availability of materials from Cleary Building Corp., Verona, Wisconsin. This contract and similar work hereunder are predicated on non-union labor. In the event of the unavailability to Seller of qualified non-union labor to construct the building contemplated by this Agreement, the Contract Amount shall be increased to the extent the union labor costs exceed the non-union labor costs anticipated by Seller.
- 13. It shall be the responsibility of the Purchaser to determine the location of the building to be constructed pursuant to this Agreement and Purchaser shall be responsible to determine that the location of the building is in compliance with the applicable setback requirements.

\_\_\_\_\_  
Purchaser Initials

14. Purchaser understands that if Purchaser desires to have plywood (OSB) sheathing on the building, that the roof must be covered by shingles and/or the side wall covered with siding. This material will be installed by a contractor selected by Purchaser and Seller's only responsibility regarding the sides and/or roof will be to install the plywood (OSB) sheathing. Purchaser acknowledges that Seller is not responsible for any warping, shrinking, separation or any other damages to the plywood (OSB) sheathing which results from not having the plywood (OSB) sheathing protected from rain and other damaging weather conditions.

15. Inadequate attic ventilation can, under certain conditions, result in excess moisture to collect in the attic space. This moisture may result in a reduction in R-value of attic insulation, premature rusting and deterioration of roofing and water staining or rotting of wood members located in the attic space. The Cleary representative has explained the necessity of proper attic ventilation, and has presented his recommendations along with associated cost, to include this ventilation as part of the Cleary contract. Proper attic ventilation includes overhangs on both side walls and at the building ridge. If the purchaser of this building has chosen not to include attic ventilation, as proposed, as part of the Cleary contract, they will hereby release Cleary Building Corp. from any and all liability associated with any damage or loss of performance resulting from moisture and/or heat accumulation in the attic space.

16. Any storage of materials or equipment hanging from or in the attic area of the truss/roof structure will reduce the design snow load rating of the truss/roof structure. If this new structure is 2' or more higher than the existing building at an attachment, the existing building may require additional structure to accommodate the drift load.

17. Snow can infiltrate the building under certain conditions. The Cleary representative has explained the necessity of sealing the building properly and has presented his/her recommendations along with associated cost, to include the winter seal package as part of the Cleary contract. The proper winter seal package includes filler strips at all locations, solid soffit at end overhangs, & snow stop at eave overhangs. If the purchaser of this building has chosen not to include the winter seal package, as proposed, as part of the Cleary contract, they will hereby release Cleary Building Corp. from any and all liability associated with any damage.

\_\_\_\_\_  
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18. PURCHASER DOES HEREBY RELEASE FROM LIABILITY AND GRANT TO CLEARY BUILDING CORP AND/OR CSMI AND ITS REPRESENTATIVES, THE RIGHT TO USE AND REPRODUCE ANY VIDEO, AUDIO OR PHOTOGRAPHIC IMAGES TAKEN OF MY PROPERTY OR ME OR MY FAMILY OR RELATIVES FOR ADVERTISING AND/OR PROMOTIONAL PURPOSES. BECAUSE THE AUDIO AND/OR IMAGES ARE NOT TO BE SOLD FOR PROFIT, BUT WILL BE USED TO PROMOTE THE SALE OF CLEARY BUILDING CORP. AND/OR FABRAL PRODUCTS, I UNDERSTAND THAT I AM NOT ENTITLED TO ANY COMPENSATION OR ROYALTIES.

19. IF PURCHASER MAKES ALL PAYMENTS HEREUNDER WHEN DUE AND IF THE CONTRACT AMOUNT IS PAID IN FULL, SELLER AND THE MANUFACTURER OF CERTAIN OF THE MATERIAL BEING SUPPLIED BY SELLER WILL PROVIDE PURCHASER WITH SPECIFIC WRITTEN WARRANTIES. SELLER'S WARRANTIES SHALL BE NULL AND VOID IF PURCHASER DOES NOT TIMELY MAKE ALL PAYMENTS PROVIDED IN THIS CONTRACT. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE GOODS COVERED BY THIS CONTRACT. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY ALLEGED OR ACTUAL DEFECTS IN ANY GOODS SUPPLIED PURSUANT TO THIS CONTRACT OR FROM ANY ALLEGED OR ACTUAL FAILURE OF PERFORMANCE OR NEGLIGENCE OF SELLER.



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### Cleary/Owner Project Contract - Erected

20. PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER REPRESENTATIVE NOR CLEARY BUILDING CORP. IS A GENERAL CONTRACTOR AND NEITHER THE REPRESENTATIVE NOR CLEARY BUILDING CORP. IS RESPONSIBLE FOR ANYTHING OTHER THAN THE CONSTRUCTION OF THE BUILDING AND THAT PURCHASER OR OTHERS THAT PURCHASER HIRES ARE RESPONSIBLE FOR ALL OTHER FACETS OF THE CONSTRUCTION. PURCHASER ALSO ACKNOWLEDGES THAT PURCHASER ACCEPTS RESPONSIBILITY FOR DETERMINING THAT THE PURCHASER'S USE OF THE BUILDING IS CONSISTENT WITH THE APPLICABLE ZONING.

21. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, THE PURCHASER AND SELLER WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATING TO THIS CONTRACT OR THE ACTIONS OF PURCHASER, SELLER OR ASSIGNEE OF SELLER REGARDLESS OF WHETHER SUCH CLAIM OR COUNTERCLAIM IS BASED ON CONTRACT, TORT OR ANOTHER THEORY OF LAW OR EQUITY AND AGREE AND CONSENT THAT ANY SUCH ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM SHALL BE DECIDED BY TRIAL TO THE COURT WITHOUT A JURY. PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT THIS WAIVER AND CONSENT CONSTITUTES A MATERIAL INDUCEMENT TO SELLER TO ENTER INTO THE TRANSACTION WITH THE PURCHASER.

22. INDOOR RELATIVE HUMIDITY IN COLD CLIMATES SHOULD BE LESS THAN 40% TO AVOID MOISTURE CONDENSATION PROBLEMS. BUILDINGS WHICH SUSTAIN WINTER INTERIOR HUMIDITY LEVELS GREATER THAN 40% SHOULD BE PROPERLY VENTILATED BY MECHANICAL MEANS TO AVOID CONDENSATION, WATER DRIPPING FROM WALLS AND CEILINGS, AND LONG TERM INSULATION AND STRUCTURAL DAMAGE INCLUDING REDUCTION IN R-VALUES OF INSULATION, WATER STAINING, ROTTING OF WOOD MEMBERS OR ANIMAL HEALTH ISSUES. WHERE SUSTAINED WINTER TEMPERATURES ARE LESS THAN 20 DEGREES (F) THE INTERIOR RELATIVE HUMIDITY LEVEL MAINTAINED SHOULD BE REDUCED ACCORDINGLY. ADDITIONAL INFORMATION REGARDING RECOMMENDED HUMIDITY LEVELS IS AVAILABLE UPON REQUEST. THE CLEARY REPRESENTATIVE HAS EXPLAINED THE NECESSITY OF PROPER VENTILATION IN HIGH HUMIDITY ENVIRONMENTS, AND IF APPLICABLE HAS PRESENTED HIS RECOMMENDATIONS ALONG WITH ASSOCIATED COST, TO INCLUDE THIS VENTILATION AS PART OF THE CLEARY CONTRACT. IF THE PURCHASER OF THIS BUILDING HAS CHOSEN NOT TO PROVIDE MECHANICAL VENTILATION AS PART OF THE CLEARY CONTRACT, THEY WILL HEREBY RELEASE CLEARY BUILDING CORP. FROM ANY AND ALL LIABILITY ASSOCIATED WITH ANY DAMAGE OR LOSS OF PERFORMANCE RESULTING FROM CONDENSATION OR MOISTURE ACCUMULATION IN THE BUILDING.



P.O Box 930220  
Verona, WI 53593-0220  
Phone: (608) 845-9700  
Fax: (608) 845-7070

11/26/2024  
CITY OF LIVINGSTON, ADAM  
Doc ID: 4960620241126082315

### Cleary/Owner Project Contract - Erected

This agreement becomes a binding contract upon acceptance signature by both parties below. In the event of a default by Purchaser, Purchaser shall be responsible and pay Seller upon demand all of the costs incurred by Seller in collecting the sums due hereunder, including attorney's fees and disbursements. In the event Purchaser does not complete the transaction, it is acknowledged that Purchaser shall be liable for breach of contract damages, including but not limited to costs and lost profits incurred by Cleary Building Corp. This provision applies to all payments made within the contract terms. Any cancellation of payments by the Purchaser shall result in a breach of the contract, and all costs and expenses incurred by Cleary Building Corp. are to be paid by the Purchaser.

**This contract is signed and dated November 26, 2024.**

CONSENT TO CONSTRUCTION IF OWNER IS OTHER THAN PURCHASER Form #C1097 becomes part of this contract (only if signed by Purchaser & Fee Owner)

**Tentative Date to Start Erection: May (at Sellers convenience between January and May 2025)**

Purchaser Initials

Purchaser

Seller

MICHAEL KRIENS  
BOZEMAN

**Assignment**

**This contract is assigned by Seller to Cleary Building Corp. and accepted by Cleary Building Corp. this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. (Office Use Only)**

**CLEARY BUILDING CORP.**

Seller

By (Office Use Only): \_\_\_\_\_

MICHAEL KRIENS  
BOZEMAN

**File Attachments for Item:**

**A. PRESENTATION OF FIRE ENHANCEMENT FEASIBILITY STUDY BY FITCH & ASSOCIATES**



**DATE:** December 17, 2024  
**TO:** Chair Kahle and City Commissioners  
**FROM:** Grant Gager, City Manager  
**RE:** Staff Report for Emergency Services Feasibility Study

---

**Recommendation and Summary**

Staff is presenting a feasibility study regarding the enhancement of emergency services to the City Commission for its review and comment. The Commission may direct the City Manager to pursue the recommendations of the study with the following motion:

**"I move to receive and file the fire enhancement feasibility study."**

The reasons for the recommendation are as follows:

- The City Commission awarded funding for the study in November 2022 as an American Rescue Plan Act grant to Park County Rural Fire District #1.
- City Staff has worked with Fitch & Associates and Park County Rural Fire District #1 on a feasibility study assessing enhancement of emergency services and the study is completed.

**Introduction and History**

The Livingston City Commission awarded a grant to Park County Rural Fire District #1 (PCRFD) in the amount of \$90,000 for a "Feasibility Study to enhance both emergency medical, accident and other levels of response for Livingston and Park County." This grant was one of the 17 grants made during the November 1, 2022, City Commission meeting.

Since early 2023, the City has worked with Fitch & Associates and Park County Rural Fire District #1 to gather data. Fitch has provided their report which is based on industry best practices as well as their observations of the Livingston and Park County community.

**Analysis**

The feasibility study provides analysis and recommendation regarding the enhancement of emergency services.



**Fiscal Impact**

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

**Strategic Alignment**

Growth Policy Strategy 10.2.1.5. encourages the City to “Communicate and collaborate with medical and emergency services providers as needed.”

**Attachments**

- Attachment A: Feasibility Study



June 2024

## Consolidation Feasibility Study



### City of Livingston and Park County Rural Fire District #1

Livingston, MT

Prepared by:



**FITCH & ASSOCIATES, LLC**

2901 Williamsburg Terrace #G § Platte City § Missouri § 64079

816.431.2600 § [www.fitchassoc.com](http://www.fitchassoc.com)

# CONSULTANT REPORT

# Livingston and Park County, MT Consolidation Feasibility Study

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# EXECUTIVE SUMMARY

The City of Livingston, in cooperation with the Park County Rural Fire District #1, contracted with Fitch and Associates to evaluate the feasibility of the two agencies consolidating fire and EMS service delivery under a single agency. The project is largely motivated by Montana’s state statute, which prohibits the city from annexing into the fire district once its population exceeds 10,000. According to the US Census Bureau, Livingston’s estimated population was 8,790 in 2022.

Livingston Fire Rescue is an all-career department that provides fire protection to the City of Livingston and automatic aid to the areas of Park County within 5 miles of the city. They are also the sole provider of EMS transport to the City of Livingston and Park County. Park County Rural Fire District #1 provides fire protection within its defined boundaries and automatic aid to the City of Livingston utilizing a predominantly volunteer workforce. Its primary station is located within the City of Livingston.

Comprehensive data-based quantitative and geospatial analyses were utilized to objectively evaluate the historical service demand by type and severity. Additionally, a review of facilities, fleet, staffing, and budget was completed for each agency to identify possible areas of efficiency.

In 2022, the two agencies’ combined call demand was 2,569 including 398 interfacility transfers. The historical response time performance in Livingston is 8.3 minutes, 90% of the time, while the response time performance in Park County Rural Fire District #1 is 31.5 minutes, 90% of the time. Since neither agency has an adopted performance standard, the analysis and options presented in this report assume maintaining the current performance experienced by the community.

Several consolidation options are presented for consideration. Additionally, several staffing and deployment alternatives were provided for consideration regardless of whether consolidation is pursued.

Priority recommendations are provided below for convenience. A full list of recommendations is provided at the end of the report.

1. The City of Livingston should evaluate and determine if the consolidation of fire/EMS services is in its best long-term interests based on operational, fiscal, and political considerations before it reaches Class 1 status.
2. If consolidation is attempted, sufficient time and effort should be made to ensure a workplace culture that values the career staff, the volunteers, and the college students, presuming all are part of the combined approach.
3. A reinvestment plan for liberated general fund dollars or a tax roll-back strategy should be developed with community input as part of any consolidation planning.

4. The City should consider the value of savings and daily staffing concentrations associated with a 3-platoon shift schedule to improve overall staffing strength; understanding that any change would require impact bargaining with the labor unit.
5. Based on the disparate population densities and historical demand in Livingston and Park County, it is recommended that the City or consolidated Agency consider adopting a differentiated service model. This approach utilizes an urban performance standard in high-demand urban areas and a rural performance standard in low-demand rural areas.
6. The City should work to ensure their EMS billing vendor services are able to provide best practice performance along with data retention, validation, and reporting capabilities for all elements of EMS transport revenue management.

# DESCRIPTION OF THE COMMUNITY SERVED

## History of Agency

Originally called Clark's City, Livingston was founded in 1882 as a division headquarters of the Northern Pacific Railway and was renamed for Crawford Livingston, a railroad executive. Large locomotive repair shops were built as the locomotives often required maintenance before crossing the Bozeman Pass which is the line's highest point. Livingston was also the Northern Pacific Railway northern gateway to Yellowstone National Park. Once the line was abandoned, Livingston was still the northern gateway to the park, with motorized vehicles replacing passenger trains. Over the years, Livingston became a tourist destination and arts hub for people travelling from around the world to see Yellowstone. <sup>1</sup>

The territorial legislature created Park County with Livingston as the county seat in 1887. By the mid-1890s city officials needed office space and a firehouse was even more critical. Fiery disasters had long plagued the community, and the destruction of the opera house in January of 1896 underscored this need. A \$10,000 bond issue provided funds to build adjoining facilities on this site. City officials moved in before the end of 1896, and a volunteer fire company formed in early 1897. By 1900, the company boasted twenty-eight volunteers, two hose carts, a hose and ladder wagon, and 2,200 feet of cotton hose. Fire driver M. J. McGinnis, hired in 1894, was Livingston's only paid fireman until 1906. The city purchased its first motorized fire truck in 1915 and it remained in use until the late 1950s. <sup>2</sup>

What is now known as Livingston Fire Rescue was founded in 1883 as the Livingston Hook and Ladder Company. In 1897, Livingston chartered its first organized volunteer fire department as the Livingston Volunteer Fire Department. Sam M. Leroy was named chief of a 21- member volunteer department. In 1992 the City of Livingston approved the implementation of ambulance services at the paramedic level.

## Legal Basis

### *Livingston Fire Rescue*

The legal basis for municipal fire departments within the Montana State Code resides in Title, 7, Chapter 33, Part 41.

Montana Code Annotated 2023  
TITLE 7. LOCAL GOVERNMENT  
CHAPTER 33. FIRE PROTECTION  
Part 41. Municipal Fire Departments

<sup>1</sup> Livingston Fire Chief Position Announcement 2022  
<sup>2</sup> Historic Montana – The Montana National Register Sign Program



**Fire Protection Services**

**7-33-4101. Fire protection services.** (1) Every city and town shall provide for fire protection in a manner that is organized, managed, and controlled as provided in this chapter.

(2) (a) Except as provided in 7-33-4115(6), a first-class city or town shall provide fire protection services as provided in this part.

(b) A second-class city or town may provide fire protection services as provided in this part:

(i) through an interlocal agreement with another governmental fire protection provider under the provisions of Title 7, chapter 11, part 1;

(ii) through a contract with another fire protection provider; or

(iii) subject to 7-33-4115, annexing to a rural fire district established under Title 7, chapter 33, part 21.

(c) A third-class city or town may provide fire protection through a contract for fire protection services, consolidation of its fire department with another fire protection provider, or inclusion in a rural fire district as provided in Title 7, chapter 33, part 21.

The legal basis for municipal fire protection resides within the City of Livingston Code of Ordinances, Chapter 11 – Fire Protection and Prevention, particularly Section 11-20 – Establishment of a fire department:

Organized civilian fire protection began in 1883 with the formation of the Livingston Hook and Ladder Company after a fire destroyed the first wood frame building in Livingston, then called Clark City. In 1885-86, multiple conflagrations destroyed several blocks of the town, prompting much of the brick and stone construction seen today. In 1892 the city hired its first paid firefighter and acquired horse-drawn hose and ladder wagons. Another large fire in 1897 prompted the formal creation of the Livingston Volunteer Fire Company on October 13, 1897. Livingston has a significant fire history. Conflagrations, mostly wind driven, occurred in the 1800's, 1904, 1931, 1969, and 1975. Since then, several large fires have destroyed important infrastructure, but the fires have been contained to the building of origin. In 1992, Livingston Fire Department expanded its mission to include emergency medical services and ambulance transport.

( Ord. No. 3038, 9/6/22)

**Observation:**  
Once the City of Livingston achieves a population of 10,000 and becomes a Class 1 city, it must maintain its own municipal fire department.

**Recommendation:**  
The City of Livingston should evaluate and determine if the consolidation of fire/EMS services is in its best long-term interests based on operational, fiscal, and political considerations before it reaches Class 1 status.

**Park County Rural Fire District #1**

The legal basis for rural fire district within the Montana State Code resides in Title, 7, Chapter 33, Part 21.

TITLE 7. LOCAL GOVERNMENT  
CHAPTER 33. FIRE PROTECTION  
Part 21. Rural Fire Districts

**Rural Fire Districts Authorized – Petition**

**7-33-2101. Rural fire districts authorized -- petition.** (1) The board of county commissioners is authorized to establish fire districts in any unincorporated territory or, subject to 7-33-4115 and subsection (2) of this section, incorporated second-class or third-class city or town upon presentation of a petition in writing signed by the owners of 40% or more of the real property in the proposed district and owners of property representing 40% or more of the taxable value of property in the proposed district.

(2) (a) Subject to 7-33-4115, second-class or third-class cities and towns may be included in the district upon approval by the city or town governing body.

(b) Subject to 7-33-4115, a second-class or third-class city or town may withdraw from a district 2 years after providing to the board of county commissioners notice of intent to withdraw.

**Operation of Fire Districts**

**7-33-2104. Operation of fire districts.** When a board of county commissioners establishes a fire district in any unincorporated territory or incorporated second-class or third-class city or town, the commissioners:

(1) may contract with a city, town, private fire company, or other public entity to furnish all fire protection services for property within the district; or

(2) shall appoint five qualified trustees to govern and manage the fire district.

**Observation:**  
Park County could contract with Livingston to provide fire protection for the Park County Rural Fire District #1.

**Legal Basis Municipal Fire Protection Through Rural Fire District – Election – Transition – Governance**

The legal basis for municipal fire protection through a rural fire district resides within:

Montana Code Annotated 2023  
TITLE 7. LOCAL GOVERNMENT  
CHAPTER 33. FIRE PROTECTION  
Part 41. Municipal Fire Departments

**7-33-4115. Municipal fire protection through rural fire district -- election -- transition -- governance.** (1) Upon an affirmative vote of the governing body of a city of the second class and the

governing body of a rural fire district, the municipal governing body may, after providing public notice and holding a public hearing, submit to the electors of the municipality the question of annexing to the rural fire district for the provision of fire protection services and dissolving the municipal fire department if one exists. Subject to the provisions of this section, a municipality may annex to a rural fire district for the provision of fire protection services upon an affirmative vote of a simple majority of those voting on the question in the municipality.

(2) Within 14 days after the date on which the governing bodies vote to propose the annexation, notice of the proposal must be published as provided in 7-1-4127. A public hearing must be held before the municipal governing body.

(3) At the time the governing bodies vote to propose the annexation, the governing bodies shall also adopt a plan for dissolution of the municipal fire department if one exists and assumption of fire protection services by the rural fire district. The plan must include:

- (a) a timetable for annexation;
- (b) a map of the boundaries of the rural fire district after annexation occurs;
- (c) the estimated financial impact of the annexation on the average taxpayer in the proposed district; and
- (d) the process for disposition of paid municipal fire department staff and the transfer to the rural fire district of municipal fire department equipment, facilities, finances, and any warrant or bonded indebtedness.

(4) The rural fire district must be governed under the provisions of Title 7, chapter 33, part 21. Residents of the municipality are eligible to serve on the rural fire district's board of trustees.

(5) If there is not an affirmative vote of a simple majority of those voting on annexation to the rural fire district and dissolution of an existing municipal fire department, the existing municipal fire department, subject to 7-33-4101, remains intact and is subject to the provisions of this part.

(6) If the population of a second-class city classified under the provisions of 7-1-4111 or 7-1-4112 increases to the level that would require the city to be classified as a first-class city and the city has been annexed to a rural fire district under the provisions of this section, the city may remain part of the rural fire district upon adoption of a resolution by the city governing body.

As the City of Livingston is currently a Class 2 city, and is anticipated to be such for several years, the City retains the prerogative to transition fire protection the Park County Fire District #1, pending compliance with statutory requirements including a vote of the electors. If this transition took place while still a Class 2 city, the arrangement would remain intact even if Livingston became a Class 1 city, upon adoption of a resolution by the city governing body.

# Community Characteristics

## Geography and Population

### Livingston

The population in April 2010 was 7,044 and grew to 8,430 in April 2020, a 14.1% increase.<sup>3</sup> The estimated population increase from April 2020 through July 1, 2022, was 4.3% with a population estimate of 8,790<sup>4</sup>. Livingston is predominantly owner occupied at 64.3% and a total of 3,945 households (2018-2022).

The density within Livingston has changed since 2010 as well as some increases in the land mass. The land mass change from 2010 to 2020 saw an increase of 6.7% (5.64 square miles to 6.02 square miles). The population per square mile changed by 21.79% during this same time period from 1,170 to 1,425 per square mile.

The population growth rate in Livingston is a consideration as the city will become a Class One city in a few years based upon current and projected increases. Once this occurs, the opportunity to be annexed into a fire district no longer exists.

### Park County

Park County is located in the south-central part of the state. It is surrounded by four mountain ranges: the Absarokas, Bridger, Gallatin, and the Crazy Mountains. The highest natural point in Montana, Granite Peak at 12,807 feet (3,904 meters), is in Park County. The county has an area of 2,813 square miles (7,290 km<sup>2</sup>), of which 2,803 square miles (7,260 km<sup>2</sup>) is land and 10.4 square miles (27 km<sup>2</sup>) (0.4%) is water. The county seat is Livingston.

Park County is surrounded by six counties: Gallatin (west), Meagher (north), Sweet Grass (east), Stillwater (southeast), Carbon (southeast), and Park (south).

The population in April 2010 was 15,636 and grew to 17,191 in April 2020, a 9.9% increase.<sup>5</sup> The estimated population increase from April 2020 through July 1, 2022 was 3.5% with a population estimate of 17,790<sup>6</sup>. The population per square mile saw increases from 2010 to 2020 with an increase from 5.6 to 6.1, or 8.9%.

Park County, and particularly the Fire District, is mostly rolling hills with rangeland, cropland, and some juniper/pine/fir forested land. In contrast, the adjoining national forest next to the Fire District is steep terrain with coniferous forest and has experienced numerous and significant large fires over the past three decades. The east and west borders of the District are either the Park County line or the Custer Gallatin National Forest border. Interstate 90 and a primary route of the Burlington Northern Santa Fe

<sup>3</sup> US Census 2020 Quick Facts

<sup>4</sup> Us Census 2020 Quick Facts

<sup>5</sup> US Census 2020 Quick Facts

<sup>6</sup> Us Census 2020 Quick Facts

(BNSF) railroad latitudinally bisect the District at Livingston. Highway 89 South, a major route to Yellowstone National Park, and the Yellowstone River, divides the District into east and west quadrants south of Livingston.

The Fire District is bisected by Highway 89, the Yellowstone River, Interstate 90, and the Burlington Northern Santa Fe railroad.

**Demographic Comparisons of Park County and Livingston**

While considerable similarities exist between Park County and Livingston, there are some differences between them per the United States Census 2018-2022 data. It is fair to note that the Park County data also includes Livingston.

**Table 1: Livingston and Park County Demographics**

Element	Livingston	Park County
Percent of persons 65 years and over	20.1%	24.5%
Percent of White alone	93.9% <sup>7</sup>	95.5% <sup>8</sup>
Percent of owner-occupied housing unit rate	64.3%	70.2%
Persons in household	2.11	2.11
Percent of Language other than English spoken at home	4.6%	3.4%
Median income (in 2002 dollars)	\$62,893	\$67,602
Per capita income past 12 months (in 2002 dollars)	\$37,180	44,273
Percent of persons in poverty	14.0%	10.3%

**Observation:**  
There are not significant differences between the population demographics of the City of Livingston versus Park County.

**Recommendation:**  
The agency/s should base operational decisions on geographical and workload demands without regard to demographic distinctions.

**Climate**

The climate history shows a long pattern of reasonably warm summer periods and rather extreme winter weather with the mean daily temperature being below 20 degrees in December, January, and February with an average annual snowfall of 56 inches. Livingston has some of the warmest winters in the state, but the temperature can feel cold because Livingston is also one of the windiest places in the United States, having the 2nd highest average wind speed among airport/AMOS stations from 2000 to 2010 per the Western Regional Climate Center.

<sup>7</sup> Livingston - Second most common is American Indian and Alaskan native at 2.5% and Hispanic or Latino at 2.5%  
<sup>8</sup> Park County - Second most common is Hispanic or Latino at 3.6%

**Figure 1: Livingston Historical Climate Data<sup>9</sup>**

Climate data for Livingston, Montana (Livingston Airport), 1991–2020 normals, extremes 1948–present													[hide]
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Record high °F (°C)	67 (19)	70 (21)	75 (24)	86 (30)	93 (34)	99 (37)	104 (40)	105 (41)	102 (39)	91 (33)	77 (25)	64 (18)	105 (41)
Mean maximum °F (°C)	55.7 (13.2)	57.3 (14.1)	67.6 (19.8)	76.2 (24.6)	82.5 (28.1)	91.0 (32.8)	97.8 (36.6)	97.0 (36.1)	92.3 (33.5)	80.8 (27.1)	65.3 (18.5)	55.5 (13.1)	99.1 (37.3)
Mean daily maximum °F (°C)	37.4 (3.0)	38.9 (3.8)	47.8 (8.8)	54.4 (12.4)	64.4 (18.0)	73.8 (23.2)	85.7 (29.8)	84.8 (29.3)	73.5 (23.1)	58.2 (14.6)	44.9 (7.2)	36.4 (2.4)	58.4 (14.6)
Daily mean °F (°C)	28.1 (-2.2)	28.9 (-1.7)	36.1 (2.3)	42.2 (5.7)	51.0 (10.6)	59.3 (15.2)	67.9 (19.9)	66.5 (19.2)	57.3 (14.1)	45.5 (7.5)	35.1 (1.7)	27.6 (-2.4)	45.5 (7.5)
Mean daily minimum °F (°C)	18.8 (-7.3)	18.9 (-7.3)	24.3 (-4.3)	30.0 (-1.1)	37.6 (3.1)	44.8 (7.1)	50.2 (10.1)	48.1 (8.9)	41.2 (5.1)	32.7 (0.4)	25.3 (-3.7)	18.8 (-7.3)	32.6 (0.3)
Mean minimum °F (°C)	-9.4 (-23.0)	-6.9 (-21.6)	1.2 (-17.1)	14.8 (-9.6)	23.2 (-4.9)	33.6 (0.9)	40.0 (4.4)	36.9 (2.7)	27.1 (-2.7)	11.6 (-11.3)	-1.7 (-18.7)	-8.7 (-22.6)	-20.5 (-29.2)
Record low °F (°C)	-32 (-36)	-33 (-36)	-32 (-36)	-2 (-19)	11 (-12)	27 (-3)	33 (1)	28 (-2)	10 (-12)	-12 (-24)	-31 (-35)	-41 (-41)	-41 (-41)
Average precipitation inches (mm)	0.44 (11)	0.47 (12)	0.79 (20)	1.71 (43)	2.66 (68)	2.42 (61)	1.31 (33)	1.07 (27)	1.20 (30)	1.36 (35)	0.62 (16)	0.50 (13)	14.55 (369)
Average snowfall inches (cm)	10.4 (26)	6.2 (16)	7.3 (19)	7.6 (19)	2.5 (6.4)	0.0 (0.0)	0.0 (0.0)	0.0 (0.0)	0.9 (2.3)	5.1 (13)	7.5 (19)	8.5 (22)	56.0 (142)
Average precipitation days (≥ 0.01 in)	5.5	6.5	8.4	11.8	13.6	12.9	9.2	7.8	7.5	9.5	7.1	6.3	106.1
Average snowy days (≥ 0.1 in)	5.4	4.8	6.6	6.9	1.2	0.1	0.0	0.0	0.9	3.4	5.2	5.4	39.9

**Disaster Management and Readiness**

Both the City of Livingston and the Park County Fire District’s emergency management responsibilities are coordinated through the Park County Division of Emergency Management. Per the Concept of Operations Unit within Park County’s Emergency Operations Plan, an assessment of risks and hazards are compiled, including but not limited to the probability, magnitude, duration, and priority. Those events with either a high probability or high priority include drought, earthquake, flooding, hazardous materials release, and wildfire.

**Table 2: Park County Disaster Risk Assessment**

Disaster Risk	Probability	Magnitude	Duration	Priority
Avalanche and Landslide	Moderate	Mass Casualties	Seconds	Low
Aviation Accident	Moderate	Mass Casualties	Seconds	Low
Communicable Disease and Bioterrorism	Moderate	Up to a Pandemic	Weeks to Months	Moderate
Dam Failure	Low	High Loss of Life and Property	Hours to Days	Low
Drought	High	Up to D4 Drought	Months to Years	Moderate
Earthquake	Moderate	Major Damage	Seconds to Minutes	High
Flooding	High	100+ Year and Flash	Hours to Days	High

<sup>9</sup> Source: US Climate Normals Quick Access National Oceanic and Atmospheric Administration. Retrieved August 5, 2022.

Ground Transportation Accident	Moderate	Mass Casualties	Seconds to Hours	Moderate
Hazardous Material Release	High	Mass Casualties	Hours to Months	High
Urban Fire	Moderate	Up to Several City Blocks	Hours to Days	Moderate
Utility Outage	Low	Loss for days to weeks	Hours to Weeks	Moderate
Volcano	Low	Up to Inches of ash	Hours to Weeks	Low
Wildfire	High	Up to 1,000's acres	Hours to Weeks	High
Wind	Moderate	Wind to 100 MPH	Minutes to Hours	Moderate
Winter Storms and Extended Cold	Moderate	Up to Blizzard and -51 degrees F	Hours to Days	Moderate

Disaster and Emergency Declarations: Depending on the nature and extent of the incident, a local disaster declaration or emergency proclamation may be issued. These declarations can only be issued by the Principal Executive Officer by order or resolution. (MCA 10-3-402, 403) State disaster and emergency declarations may similarly be issued by the Governor and federal major disaster and emergency declarations are made by the President.

Local Emergency Proclamation: An emergency proclamation may be issued by order or resolution whenever the principal executive officer determines there is an emergency. An emergency proclamation may terminate with a disaster declaration or when the principal executive officer determines that the emergency no longer exists. (MCA 10-3-402 (1)(2)) An emergency is the imminent threat of a disaster causing immediate peril to life or property that timely action can avert or minimize. (MCA 10-3-103 (7))

Local Disaster Declaration: A disaster declaration may be issued by order or resolution whenever the principal executive officer determines a disaster is occurring or has occurred. A disaster declaration may be terminated when the principal executive officer determines that the disaster conditions no longer exist. (MCA 10-3-403 (1)(2))

Per the Park County Emergency Operations Plan the greatest response limitations are:

- Volunteers – many response agencies are composed primarily of a limited number of volunteers; retention of Emergency Medical Technicians in outlying areas is difficult
- Rural Areas – the response times can be long due to distance and volunteer base
- Communications – changing technology, transitioning to narrowband, and coverage problems all make keeping communications equipment and training up-to-date difficult

## SERVICES PROVIDED

The City of Livingston Fire Rescue (LFR) and Park County Rural Fire District #1 (District) work cooperatively to provide services to their communities. While each agency has primary responsibility for its jurisdiction, their success relies heavily on each other to provide supplemental equipment and personnel. The one exception is emergency medical services, where the City of Livingston is the primary provider to the city and county.

### Fire

LFR provides primary fire protection to the City of Livingston. Station 1 houses a fire engine, ladder truck, and water tender. Typical staffing consists of a battalion chief on some of the shifts, and one captain, engineer, and firefighter on all of the shifts. Beyond the initial response, LFR relies on the callback of off-duty personnel and volunteers from the district to make up their effective response force. The District provides primary fire protection to their designated portion of Park County. They operate three stations that house multiple fire engines and water tenders and rely on a paid chief and deputy chief along with volunteers for staffing. LFR responds to fires within 5 miles of the city limits. Beyond 5 miles the district relies on mutual aid response from neighboring fire districts.

### EMS

LFR is the primary EMS agency for the city and Park County. They provide 911-based ALS transport service along with BLS and ALS interfacility transport between Livingston, Bozeman, and Billings hospitals. Interfacility transport relies on the availability of part-time or reserve personnel. The District has some EMS-trained personnel and will occasionally respond to provide BLS care until LFR arrives.

### Rescue

LFR and the District are capable of providing basic vehicle extrication to their communities. LFR carries extrication equipment on their ambulances, while the district has a light-duty rescue truck. LFR along with Park County Search and Rescue have limited backcountry and water rescue capabilities.

### HazMat

Both agencies provide hazardous materials response at the operations level and have access to a state hazmat trailer. While LFR has some technician-certified personnel, they rely on the Bozeman Regional HAZMAT team or private agencies for technician-level response.

### Wildland

LFR provides basic wildland urban interface response in the city. The District has numerous wildland apparatus and deploys its assets and personnel throughout the region and state.



# CURRENT AGENCY ORGANIZATION

## Organizational Structure

### *Livingston Fire Rescue*

LFR operates from a single fire station that also serves as its administrative office.

LFR’s organizational structure reflects a fairly typical, paramilitary organization. The Fire Chief is the only executive-level position with no deputy or assistant chiefs. In addition to a Community Paramedic, two operational Battalion Chiefs report to the Fire Chief.

The two Battalion Chiefs work a 3-platoon schedule (48/96) while the personnel they manage work a 4-platoon schedule (24/72) meaning each Battalion Chief oversees two shifts of personnel. It should also be noted that since there are only two Battalion Chiefs assigned to the 3-platoon schedule, no Battalion Chief is on duty two to three days per week. LFR reported that when the Battalion Chief was off their responsibilities would be distributed to the on-duty Captain and Fire Chief.

**Observation:**  
The deployment of battalion chief positions that are inconsistent with the balance of the remaining operational workforce leads to gaps in battalion chief coverages for emergent situations and has the potential for leadership/management gaps and inconsistencies.

**Recommendation:**  
If the Agency chooses to provide a Battalion Chief position, it should be consistently aligned with each shift for round-the-clock coverage as well as consistent supervision and administration.

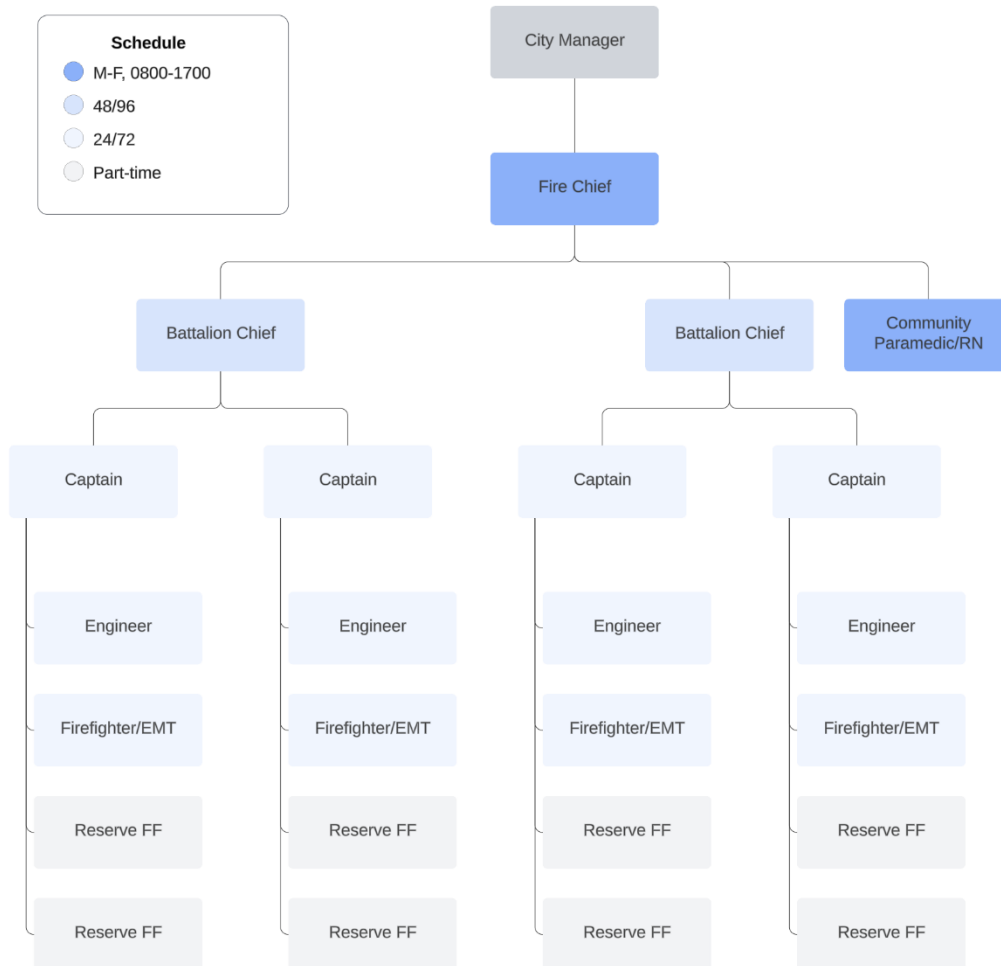
Each of the 4-platoon shifts is staffed with a captain, engineer, firefighter/EMT and up to two part-time reserve firefighters. However, the consistency of the part-time staffing is difficult to determine with the available data. Additionally, LFR uses frequent callbacks to meet periods of peak demand and interfacility transfers. LFR has no identified support or administrative personnel. LFR did not provide information on who manages functions including training, logistics, and records management.

**Observation:**  
In the absence of identified support and/or administrative staff, the division of labor and task responsibility practices are challenged.

**Recommendation:**  
The battalion chief positions should each have clearly defined administrative and support responsibilities assigned to them to account for all required elements of the organization’s management and administration.

The following organizational chart illustrates the general organizational structure for LFR.

**Figure 2: Current LFR Organizational Chart**



### **Park County Rural Fire District #1**

The District operates from three facilities. Its headquarters station, located in the City of Livingston, serves as its administrative office. The District’s organizational structure reflects a fairly typical, paramilitary organization. The Fire Chief serves as the executive officer and is supported by a Deputy Chief. The two executive positions are the only full-time personnel employed by the District. Services are largely provided through a volunteer pay-per-call system.

The District did not provide a roster of current volunteers or an organizational chart, but according to the department’s website, the roster includes 16 volunteers including two Captains and three Lieutenants<sup>10</sup>. For illustrative purposes, the firefighters are assigned to each Captain and Lieutenant in

<sup>10</sup> <https://www.parkcounty.org/Government-Departments/Rural-Fire-Department/Volunteers/>

the following organizational chart. The District partners with Helena College as part of its Fire and Emergency Services residency program<sup>11</sup>. Volunteers in this program are provided room, board, and scholarships and in return provide staffing.

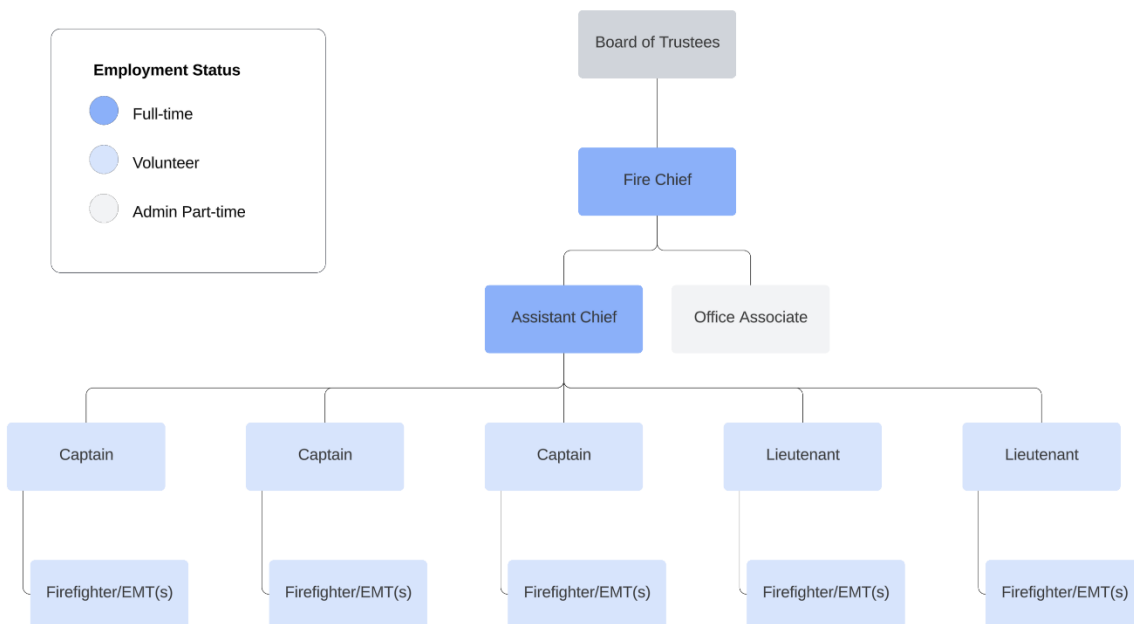
**Observation:**  
The merging of career fire/EMS professionals into an environment that has depended heavily on volunteer fire fighters and residency college students can bring about a number of workplace culture challenges.

**Recommendation:**  
If consolidation is attempted, sufficient time and effort should be made to ensure a workplace culture that values the career staff, the volunteers, and the college students, presuming all are part of the combined approach.

The District has no identified support positions and administrative functions are provided through a combination of a part-time office assistant and contractual services.

The following organizational chart illustrates the general organizational structure for the District.

**Figure 3: Current PCRFD #1 Organizational Chart**



<sup>11</sup> <https://helenacollege.edu/academics/programs/fire/default.aspx>

# Fixed Facilities and Demand Zones

## *City of Livingston*

The City of Livingston operates one fire station located at 414 E. Callender St. This station is a five-bay station with very limited capacity to increase operational staffing, administration staffing, or apparatus. The facility is part of a larger campus of other governmental services.

Since LFR deploys from a single location, the Agency operates a singular demand zone for Fire and EMS responses. The Fire response demand zone is defined by the City limits + 5-miles into PCRFD1’s area. In 2022, the Fire demand zone produced 192 Fire Incidents. The EMS response demand zone is defined by the Park County geographical boarder. In 2022, the EMS demand zone produced 2,334 EMS incidents including 606 interfacility transports.

## *Park County Rural Fire District #1*

Park Rural Fire District operates mainly from a single station, referred to as Station #1, located at 304 – E. Park Street. In order to resolve an apparatus storage concern, the District uses an adjacent building for storage. This station serves as the administrative offices as well as the main operational arm of the District.

The District owns two unstaffed stations. Station #2 is located at 3 - Pine Creek Road and Station #3 is located at 15 - Chicory Road. Both stations are three-bay buildings with limited depth and no facilities for full-time occupation. Station #1 and #2 are separated by 11 road miles. Station #1 and #3 are separated by 19 road miles. These stations have infrequent responses and are used primarily as additional storage for fleet assets and additional equipment. Per the Fire Chief these stations were added based on efforts to improve their ISO standing.<sup>12</sup>

Since PCRFD1 deploys a single staffed location, the Agency operates a singular demand zone for all responses. The PCRFD1 demand zone is defined by the District’s geographical border, exclusive of the Livingston City boundary. In 2022, the demand zone produced 208 Fire Incidents and 609 EMS incidents.

## *Considerations of Consolidation*

When considering the option of a consolidation between the two entities, there are certain facts that can’t be overlooked. The current locations of the departments’ primary stations are approximately 1,000 feet apart. There would be no operational necessity to keep both station locations in a consolidated environment. However, the need to maintain both stations may exist simply to house reserve and wildland apparatus and equipment.

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<sup>12</sup> Personal communications during initial site visit

In considering a consolidation, careful thought should be given to space considerations for administrative staff, operational forces, apparatus needs, training, and overnight housing needs that are consistent with whatever the revised organizational structure may be.

**Observation:**  
Observation: There is not an operational need to operate both the LFR station #1 and the Park Rural station #1 in a consolidated environment, however unless the fleet size is reduced, apparatus storage becomes a challenge.

**Recommendation:**  
Careful thought should be given to space considerations for administrative staff, operational forces, apparatus needs, training, and overnight housing needs that are consistent with whatever the revised organizational structure may be.

The GIS Report provided as a supplement to this document demonstrates the opportunities for maximizing performance within current facility arrangements and prospective optimized arrangements if changes in demand or desired performance warrants the establishment of new locations.

## Apparatus and Equipment

While the long-term apparatus replacement plans were not provided for review, it appears as if both entities have unmet apparatus replacement needs. The exception to this appears to be the EMS fleet for Livingston. Currently, some apparatus manufacturers are seeing time frames to build apparatus exceeding 36-months. Both entities have apparatus that appear to be past, or fast approaching, the recommended retirement dates per the National Fire Protection Association’s (NFPA) 1900 – *Standard for Aircraft and Firefighting Automotive Apparatus, Wildland Fire Apparatus, and Automotive Ambulance Standards*. An excerpt from that standard address’s retirement approaches:

*F.1 General.*

*To maximize firefighter capabilities and minimize risk of injuries, it is important that fire apparatus be equipped with the latest safety features and operating capabilities. In the last 10 to 15 years, much progress has been made in upgrading functional capabilities and improving the safety features of fire apparatus. Apparatus more than 15 years old might include only a few of the safety upgrades required by the recent editions of the NFPA fire department apparatus standards or the equivalent Underwriters Laboratories of Canada (ULC) standards. Because the changes, upgrades, and fine tuning to NFPA 1901 (now 1900) have been truly significant, especially in the area of safety, fire departments should seriously consider the value (or risk) to firefighters of keeping fire apparatus more than 15 years old in first-line service.*

*It is recommended that apparatus more than 15 years old that have been properly maintained and that are still in serviceable condition be placed in reserve status; be upgraded in accordance with NFPA 1910; and incorporate as many features as possible of the current fire apparatus standard (see Section F.3). This will ensure that, while the apparatus might not totally comply with the current editions of the automotive fire apparatus standards, many of the improvements and upgrades required by the current editions of the standards are available to the firefighters who use the apparatus.*

*Apparatus that was not manufactured to the applicable NFPA fire apparatus standards or that are over 25 years old should be retired or replaced.*

**Table 3: PCFRD #1 Fleet**

Unit Designator	Year	Type	Special Note
Command 453	2017	Chevy pickup	Chief's Vehicle
Command 461	2016	Chevy pickup	Slip on pump module
Support 458	2008	Chevy Tahoe	Staff vehicle
Engine 465	2008	Pierce Structure Engine	1,500 GPM/1,000 tank
Engine 450	1999	E-One Structure Engine	1,250 GPM/750 tank
Engine 466	1981	Pierce Structure Engine	1,250 GPM/750 tank
Rescue 452	2016	Ford F-550	Cascade, lights, extrication
Rescue 464	2013	Ford F-550	
Brush 454	2002	Stevenson 6 X6 flatbed	Plow in winter, brush with 150 GPM and 750-gallon tank in summer
Brush 459	2001	GMC 3500	Type 7
Brush 468	2007	Ford F-550	Type 6
Brush 469	2013	Ford F-550	Type 6
Tender 463	1994	Freightliner	1,000 GPM/4,000 tank
Tender 462	1984	International	750 GPM/3,800 tank
Tender 451	(Unk.)	Military 6 X 6	250 GPM/1,600 tank
Tender 457	(Unk.)	Military 6 X 6	900 GPM/3,000 tank
Tender 467	(Unk.)	Military 6 X 6	1,000 GPM/ 2,600 tank

**Table 4: LFR Fleet**

Unit Designator	Year	Type	Special Note
Engine #1	2017	Pierce Enforcer	1,500 Type 1
Truck #1	2000	E-One 75-foot aerial	Quint capable
Medic #1	2019	Ford F-450 AEV	4 X 4 Critical care ambulance
Medic #2	2020	Ford T-350 Transit van	All wheel drive critical care
Medic #3	2022	Dodge Ram 4500 AEV	4 X 4 Critical care ambulance
Medic #4	2023	Ford T-350 Transit van	All wheel drive critical care ambulance
Rescue #1	2011	Chevy ½ Ton 4 X4 pickup	
Brush #1	2011	Ford F-550	Type 6 DNCR brush
Community Paramedicine #1 and #3	2017	2017 Explorer	
Command #2	2016	Ford F-150 pickup	Command Officer

Command #1	2023	Ford F-150 pickup	Command Officer

**Observation:**  
 While the long-term apparatus replacement plans were not provided for review, it appears as if both entities have unmet apparatus replacement needs, with the exception of the EMS fleet for Livingston.

**Recommendation:**  
 The agencies should establish and fund a long-term apparatus replacement plan that is consistent with national standards.

## Guiding Documents

### *Labor Agreements*

A review of the existing Collective Bargaining Agreement between the City of Livingston and the IAFF Local 630 reveals several potential pinch points in efforts to make changes in staffing, operational approaches, or organizational structures without a solid working relationship between the parties to effect change.

The below article defines the recognition of members of Local 630, as well as those excluded.

**ARTICLE 1 – RECOGNITION**

**Section 1.1- Recognition** -The Employer recognizes the Union as the exclusive agent for employees of the Livingston Fire & Rescue Department, excluding the following classifications:

- \*Fire Chief
- \*All Reserve members

**Section 1.2 – Shift Qualified Reserve** – A Shift qualified reserve shall be defined as a member of the reserves who has achieved the certification of Firefighter I & EMT.

**Section 1.3 – Ambulance Qualified Reserve** – An ambulance qualified reserve shall be defined as an individual with an EMT certification.

\*\*\*\*\*

The Management Rights Article does give certain broad management rights that could be seen as an opportunity to bring about changes. In essence, unless restricted by another provision of the CBA, the rights include the right to maintain the efficiency of operations, the personnel, methods, means, structure, and job classifications, as well the number and location, and operations. However, these rights are offset to an unknown degree by Article 20.2 regarding existing conditions (discussed later).

**ARTICLE 4 – MANAGEMENT RIGHTS**

**Section 4.1 – Management Rights** – Except as expressly modified or restricted by a specific provision;

- E. *To maintain the efficiency of operations;*
- F. *To determine the personnel, methods, means, organizational structure, job classifications, and facilities by which operations are conducted;*
- H. *To determine the number, location and operation of departments, divisions, and all other units of the Employer;*

\*\*\*\*\*

**ARTICLE 6 – WAGES, HOURS, HOLIDAYS**

It is unclear as to the fiscal impact of including the health insurance premium contributions into the employee’s gross pay for the purposes of computing retirement compensation. While the inclusion itself may not affect the fiscal impact when limited to health care costs, it has the potential to drive up the City’s share of the pension costs.

The parties have agreed to overtime compensability at 121 hours in a defined 16-day work cycle. Consideration should be given to the fiscal impacts of this arrangement as the FLSA allows up to 212 hours in a 28-day period for firefighters. A fiscal evaluation should also be conducted to evaluate the impacts of including sick leave and vacation leave on the compensable hours as that is not a requirement. A change in overtime compensability would likely come with considerable resistance from Local 630. Theoretically, a member could be off on either sick leave or vacation for the entire 16-day period yet be eligible for overtime time if working a shift coverage or special event.

While the amount of compensation for call backs is rather minimal with a one hour minimum at 1.5 time, the number of call backs, if not well approached, could yield an unfavorable fiscal impact.

The transfer pay for all BLS, ALS, and flight teamwork appears to be a necessity to generate sufficient interest in the workload and the department’s ability to best manage the unpredictable workflow. When a request for off-duty staffing to fill an IFT request fails to produce the required staffing level, the use of on-duty staffing has service impacts on both fire and EMS coverage during that time frame.

The prohibition of using a person who is not working due to a shift exchange could suppress off-duty response for transfers. While it is understood that the person off on exchange is still considered to be in a paid on-duty status, they are still eligible to respond to an “all-call” page. This would indicate that there is a system in place to correct the payroll implications of a member off on exchange who responds in to work for assignment. The net impact is one employee begins accruing overtime compensation, which is likely to occur anyway with requests for off-duty personnel to respond for assignment. Thus, the agency might reconsider the prohibition of exchange-off employees answering transfer service requests.

**Section 6.1.1 – Health insurance premium contribution, as related to retirement calculation** – *The City’s contribution toward employee health insurance will be added to the employee’s gross pay for purposes*



of computing retirement compensation. As part of this collective bargaining agreement, employees are required to authorize a payroll deduction from the employee's gross pay equal to the City's contribution toward employee's health insurance. This deduction from the employee's gross pay will be paid to provide health insurance benefits for employees. The purpose of including the City's contribution toward employee's health insurance in the employee's gross pay is solely for the purpose of augmenting the employee's eventual retirement benefit.

**Section 6.2 – Overtime Pay** – Overtime is defined as hours worked in excess of 121 hours in the defined 16-day work period. Sick leave, scheduled vacation, and bereavement leave shall accrue towards the 121 hours.

Non-Emergency call backs below and above 121 hours in a 16-day period are compensated at a premium rate with the exception of call backs on a holiday which is compensated at the rate of double time. Compensation for emergency call backs is calculated as set forth in Section 6.3.1, with the exception for a call back on a holiday which is compensated at a rate of double time.

**Section 6.3 – Call Back** – All employees covered by the terms of this Agreement who are called back to work while off-duty for an emergency situation will receive a minimum of one (1.0) hour call back pay and shall be compensated at a rate of 1 ½ times the regular hourly rate for up to the first one hour of call back status. Call back on holidays will pay two times the regular hour rate for up to the first hour and will then be compensated at 1.5 times the regular rate.

**Section 6.4 – Shift Coverage** – An employee filling in for another's leave shall be on a rank for rank basis and compensated at a rate of 1 ½ times the regular hourly rate of pay for two hours. Additional time spent on shift will be compensated at the appropriate regular hourly rate, overtime rate, or holiday rate.

**Section 6.5 – Special Events** – Employee's providing coverage for special events will be compensated at a rate of 1 ½ times the regular hourly rate of pay for two hours. Additional time spent covering special events will be compensated at the appropriate regular hourly rate, overtime rate, or holiday rate.

**Section 6.6 – Transfer Pay -**

- All transfers for BLS, ALS, and Flight Team level of care qualify for \$100 transfer incentive for off-duty personnel.
- All transfers for Critical Care Critical Care level of care qualify for \$150 for off-duty and on-duty Critical Care endorsed paramedics.

*Transfers must meet qualifications for Critical Care level of reimbursement.*

- *On duty-personnel shall make a minimum of two attempts to page in off-duty personnel for non-emergent patient transfers. If no off-duty personnel are available, on-duty personnel may be sent at the discretion of the Captain/Watch Commander, and/or the Fire Chief, dependent on availability.*
- *In-town transfers shall not qualify for incentive pay.*

*Critical Care transfers shall be defined as any transfer which is billed at a Critical Care Rate.*

**Section 6.10 – Shift Exchanges** – *An employee who has exchanged shifts cannot respond for Call Back or Transfers since they are viewed as already working that shift. Such an employee may respond to an All Page.*

**Section 6.15 – Command Staff Coverage** - *The Union agrees that while member(s) have responsibility for providing command, members shall avoid participating in inter facility transfers. Union members eligible shall be rank of Captain or above.*

\*\*\*\*\*

The support for members attending training is commendable. While covering the vacant slot with staff from the office would only have an efficiency deficit, the use of overtime to cover the slot no doubt has fiscal impacts. An analysis of the impact from a purely fiscal lens demonstrates an average annual cost of \$7,556. If the Agency maintains a good level of engagement with OT opportunities, this is a sound strategy to continue at the Agency’s current size.

**ARTICLE 15 - TRAINING**

**Other Courses Not in a Formal Degree Program:**

*Shifts for the employee attending training will be covered by staff from the office or overtime list, non-shift workers, shift workers and / or reservists.*

**Section 15.3 – Instructor Pay** – *Employees assigned to teach classes approved by the Fire Chief for the Fire Department shall be compensated at straight time.*

**Observation:**  
The current practice of using overtime to cover for personnel training is prudent and sustainable at the Agency’s current size and scale.

\*\*\*\*\*

The hours of work are established as a 24/72 schedule. Any effort to modify the schedule will require impact bargaining with the labor unit.

**ARTICLE 16 – HOURS OF WORK**

**Section 16.1 – Hours of Work Shift workers–** *The on-duty shift members, excluding non-shift workers, shall work 24 hours on duty, 72 hours off duty.*

\*\*\*\*\*

**ARTICLE 17 - SUPPLEMENTAL AGREEMENT**

**Section 17.1 – Supplemental Agreements** – *This Agreement may be amended, provided both parties concur. Supplemental agreements may be completed through negotiations at any time during the life of the Agreement. Either party may notify the other party in writing of its desire to negotiate. A Supplemental Agreement will be signed by the responsible Union and City officials. Supplemental agreements thus completed shall become a part of the larger agreement and subject to all of its provisions.*

\*\*\*\*\*

Article 20, Section 20.2 regarding existing conditions could make changes dependent upon the willingness of both parties to see needed changes and effectively impact bargain over these topics.

**ARTICLE 20 - TERM OF AGREEMENT**

**Section 20.1 – Term of Agreement** – *This Agreement shall be in Full Force and effect from the first day of July 2020 to June 30, 2025.*

**Section 20.2 – Existing Conditions** – *Existing wages, hours, and other conditions of employment rising out of this Agreement shall not be changed by the action of either party without the consent of the other during the negotiation, mediation, fact finding or arbitration of the next contract, and any additional cost of maintaining the items listed in this paragraph, after the expiration of this Agreement, shall be figured in the financial settlement of the next Agreement.*

The Memorandum of Understanding between the parties concerning the Creation, Staffing, Schedules, and Operations of the Battalion Chief Positions was reviewed. Although the MOU addressed a trial period ending September 30, 2023, in the absence of any conflicting information it is presumed these conditions continued to the current day.

**Observation:**

The Collective Bargaining Agreement between the IAFF and the City of Livingston contains a number of articles that would make any consolidation and changes in working conditions substantially more challenging.

**Recommendation:**

If the City elects to pursue consolidation with the District, it should engage the local IAFF labor unit at the outset to establish commonality in purpose for the reconfiguration of the CBA as required.

***Policies and Procedures***

Fitch was not provided any Policies or Procedures from the Agency to review.

**Financial Basis**

***City of Livingston***

***Budget Overview***

For accounting purposes, the City of Livingston divides revenues and expenditures into two budget areas: fire and ambulance services. Salary and benefits are allocated 50/50 for full-time employees while the reserve or part-time employees are allocated 65% to ambulance services and 35% to fire services. All operating costs are allocated to their respective program area.

**Observation:**

The 50/50 cost split strategy between fire and EMS does not provide sufficient detail for accurate cost allocation and is inconsistent with the costs of providing these services

**Recommendation:**

The City of Livingston should evaluate their cost allocation practice to provide greater detail and tracking for expenditures related to the Fire and EMS programs.

Fire services are funded through general fund revenue and have no dedicated revenue while ambulance services are supported primarily through ambulance fees and contributions from Park County. Both programs benefit from a capital replacement program.

Combined expenditures for the two programs equaled \$3,320,083 in FY23 with salary and benefits accounting for 70% of all expenditures. Livingston Fire Department’s expenditures appear consistent with their programs and services. However, it should be noted that they are supported by other City of Livingston departments such as human resources, finance, and legal. Without these departments providing support, the fire department would be required to hire additional employees or contract for those services and expenditures would increase accordingly.

**Table 5: City of Livingston- Revenue and Expenditures for All Fire and EMS Services**

	FY21 (Actual)	FY22 (Actual)	FY23 (Actual)	FY24 (Budgeted)
General Fund Allocation	\$1,336,667	\$1,245,693	\$1,299,315	\$1,360,380
EMS Revenue	\$2,269,057	\$2,433,951	\$2,427,960	\$2,609,703
Total Funding	\$3,605,724	\$3,679,644	\$3,727,275	\$3,970,083
Fire Expenditures	\$1,336,667	\$1,245,693	\$1,299,315	\$1,360,380
EMS Expenditures	\$1,752,800	\$1,737,242	\$1,860,055	\$2,180,343
Total Expenditures	\$3,089,467	\$2,982,935	\$3,159,370	\$3,540,723
<b>Net Funding</b>	<b>\$516,257</b>	<b>\$696,708</b>	<b>\$567,905</b>	<b>\$429,360</b>

**Fire Services Budget**

Based on LFR’s current cost allocation, salary and benefits account for 81% of FY23 fire service expenditures. Operating costs have increased consistent with service demands and annual inflation<sup>13</sup>. FY21 experienced an abnormally high annual increase primarily related to one-time expenses of \$147,373 for tools and equipment.

**Table 6: City of Livingston Fire Service Expenditures**

Category	FY21 (Actual)	FY22 (Actual)	FY23 (Actual)	FY24 (Budgeted)
Salary and Benefits	\$1,028,795	\$1,060,831	\$1,048,340	\$1,112,026
Operating	\$307,872	\$184,862	\$250,976	\$248,354
Total Expenditures	\$1,336,667	\$1,245,693	\$1,299,315	\$1,360,380
Percent Change	N/A	-7%	4%	5%

Fire services are funded utilizing revenue from the City’s general fund equal to expenditures. There are no dedicated revenues to support the City’s fire services.

**EMS Services Budget**

Based on LFR’s current cost allocation, salary and benefits accounts for 77% of all FY23 EMS service expenditures inclusive of 911 and IFT work. Operating costs have increased consistent with service demands and annual inflation<sup>1</sup>. FY24 experienced an abnormally high annual increase primarily related to one-time expenses of \$245,000 to replace an ambulance and command vehicle.

**Table 7: City of Livingston’s Ambulance Expenditures Based on Current Personnel Cost Allocation**

	FY21 (Actual)	FY22 (Actual)	FY23 (Actual)	FY24 (Budgeted)
Salary and Benefits	\$1,347,876	\$1,386,848	\$1,487,074	\$1,689,177
Operating	\$404,924	\$350,395	\$372,981	\$491,166
Total Expenditures	\$1,752,800	\$1,737,242	\$1,860,055	\$2,180,343
Percent Change	N/A	-0.9%	7.1%	17.2%

The current EMS personnel cost allocation used by LFR doesn’t align with their EMS call demand. Historically, EMS accounts for approximately 80% of LFR’s total call demand. In order to provide a more

<sup>13</sup> [https://www.bls.gov/regions/southwest/data/consumerpriceindexcyhistorical\\_southwest\\_table.htm](https://www.bls.gov/regions/southwest/data/consumerpriceindexcyhistorical_southwest_table.htm)

accurate EMS program cost, a financial assessment that allocated personnel costs based on the percentage of EMS calls the department responds to was also completed (80% allocated to EMS and 20% to Fire). Using this cost allocation salary and benefits accounts for 83% of FY23 all EMS service expenditures.

**Table 8 - City of Livingston’s Ambulance Expenditures Based on Percentage of EMS Calls**

	FY21 (Actual)	FY22 (Actual)	FY23 (Actual)	FY24 (Budgeted)
Salary and Benefits	\$1,901,337	\$1,958,143	\$2,028,331	\$2,240,962
Operating	\$404,924	\$350,395	\$372,981	\$491,166
Total Expenditures	\$2,306,261	\$2,308,537	\$2,401,312	\$2,732,128
Percent Change	N/A	0.1%	4.0%	13.8%

EMS services are funded utilizing several revenue sources including County tax contributions, fees for service, and other local and state revenues. Ambulance revenues are overall stable with an appropriate rate of growth, but ambulance fees in FY23 experienced an uncharacteristic reduction of over \$130,000. This reduction in ambulance revenue corresponds to a reduction in total EMS calls in FY23.

**Table 9: City of Livingston Ambulance Service Revenues – Per City Budget Data**

	FY21 (Actual)	FY22 (Actual)	FY23 (Actual)	FY24 (Budgeted)
County Contribution	\$715,372	\$823,405	\$842,341	\$800,000
Ambulance Fees	\$1,241,729	\$1,419,372	\$1,285,147	\$1,428,447
Other Revenue	\$311,956	\$191,174	\$300,472	\$381,256
Total Revenue	\$2,269,057	\$2,433,951	\$2,427,960	\$2,609,703
Percent Change	N/A	6.8%	-0.2%	7.0%

The net operating expense for EMS services, inclusive of 911 and IFT, utilizing LFR’s current salary and benefits allocation is outlined below. Using this cost allocation, the EMS system’s revenues are outpacing expenditures by an average of approximately \$500,000, a year.

**Table 10: City of Livingston Ambulance Net Operating Costs Based on Current Personnel Cost Allocation**

	FY21 (Actual)	FY22 (Actual)	FY23 (Actual)	FY24 (Budgeted)
Revenue	\$2,269,057	\$2,433,951	\$2,427,960	\$2,609,703
Expenditure	\$1,752,800	\$1,737,242	\$1,860,055	\$2,180,343
Net Cost	\$516,257	\$696,708	\$567,905	\$429,360

EMS net operating expenses, inclusive of 911 and IFT, were also calculated using the previously referenced call demand cost allocation (80% to EMS and 20% to fire). When viewed from this lens EMS revenues continue to outpace expenditures in all years except FY21, but by a more modest amount. This shouldn’t be interpreted as the EMS program performing poorly, but it does reflect a more accurate cost of providing EMS services. In FY21 a portion of the general fund revenue allocated for fire service actually supplemented EMS service.

**Table 11 - City of Livingston Total EMS Net Operating Costs Based on Percentage of EMS Calls**

	FY21 (Actual)	FY22 (Actual)	FY23 (Actual)	FY24 (Budgeted)
Revenue	\$2,269,057	\$2,433,951	\$2,427,960	\$2,609,703
Expenditure	\$2,306,261	\$2,308,537	\$2,401,312	\$2,732,128
Net Cost	(\$37,203)	\$125,413	\$26,648	(\$122,425)

The net cost experience for 911 EMS work was also evaluated to provide its contextual value to the overall cost assessment provided above. In the same fashion, net operating expenses were calculated using the previously referenced call demand cost allocation (80% to EMS and 20% to fire). Revenues are inclusive of all revenue except payment from IFT work. Overall, the cost of providing 911 EMS services outpace the revenues associated with the program. Thus, there is an annual supplement for EMS from the Livingston general fund.

**Observation:**  
Overall, the cost of providing 911 EMS services outpace the funding and revenue associated with the program when appropriated by the distribution of workload.

**Table 12: City of Livingston 911 EMS - Revenue vs Expenditures**

Interfacility Transfers	FY21 (Actual)	FY22 (Actual)	FY23 (Actual)
Revenue	\$1,683,692	\$1,838,909	\$2,020,751
Expenditures	\$1,840,898	\$1,908,826	\$2,085,988
Net Cost	(\$157,206)	(\$69,917)	(\$65,237)

The net cost experience for IFT EMS work was also evaluated to provide its contextual value to the overall cost assessment provided above. In the same fashion, net operating expenses were calculated using the previously referenced call demand cost allocation (80% to EMS and 20% to fire). Revenues are only those received from IFT work. While the IFT program appears to provide a positive cost position, caution is warranted with this conclusion due to the lack of specificity in cost reporting. Thus, the IFT program cost displayed may not be fully representative of the cost of providing these transfers.

**Table 13: City of Livingston Interfacility EMS - Revenue vs Expenditures**

Interfacility Transfers	FY21 (Actual)	FY22 (Actual)	FY23 (Actual)
Revenue	\$585,365	\$595,042	\$407,209
Expenditures	\$465,363	\$399,711	\$315,324
Net Cost	\$120,002	\$195,331	\$91,885

**Interfacility Services Budget**

Fitch was unable to fully assess the revenue performance and potential for LFR due to the limited information provided and some discrepancies in the data. For instance, the CAD data indicated 668 IFT transfers for FY22 while the billing company data only showed 389 IFTs for the same period. Thus, the

cash value per transport assumption utilized for modeling should be confirmed by the City’s internal finance department and the third-party EMS billing vendor.

**Observation:**  
 Fitch was unable to fully assess the revenue performance and potential on IFT’s for LFR due to the limited information provided and some discrepancies in the data.

**Recommendation:**  
 The cash value per transport assumption utilized for modeling should be confirmed by the City’s internal finance department and the third-party EMS billing vendor.

Additionally, the revenue data provided by LFR’s EMS billing company also utilized a different method than Livingston Finance utilizes for accounting. Therefore, the analysis of EMS revenue by transport type, 911 and interfacility, will result in total revenue values that differ from the revenue data provided by Livingston and presented as part of the EMS services budget above.

Ambulance fees represent more than 50% of the city’s ambulance revenue and can be categorized into two major areas: 911 transports and interfacility transfers (IFT). While revenue from 911 transports has increased annually in each of the last three fiscal years, revenue from IFTs declined by \$178,156 over the same period. In FY21 IFTs accounted for 50% of revenue but by FY23 accounted for only 32% of revenue.

**Table 14: City of Livingston EMS Revenue by Type of Transport – Per Billing Company Data**

	FY21 (Actual)		FY22 (Actual)		FY23 (Actual)	
911 Transports	\$589,456	50%	\$796,721	57%	\$853,439	68%
Interfacility Transfers	\$585,365	50%	\$595,042	43%	\$407,209	32%
Total Revenue	\$ 1,174,821		\$ 1,391,763		\$ 1,260,648	

The decrease in interfacility revenue is consistent with a decrease in total IFT patients according to the EMS billing company. IFT patients decreased during the last two years by 1% and 18% respectively.

LFR does not track the total number of IFTs requested and their disposition (accepted or denied), so Fitch was unable to determine if the decline in transports was a result of a decrease in demand or a decrease in available staffing.

**Observation:**  
 LFR does not track the total number of IFTs requested and their disposition (accepted or denied), so Fitch was unable to determine if the decline in transfers was a result of a decrease in demand or a decrease in available staffing.

**Recommendation:**  
 To better assess the fiscal viability of IFT’s, all IFT requests should be tracked, whether fulfilled or declined, with data regarding the basis for the action.



**Table 15: City of Livingston EMS Patients by Transport Type**

	FY21 (Actual)		FY22 (Actual)		FY23 (Actual)	
911 Service	803	67%	907	70%	942	75%
Interfacility Transfers	393	33%	389	30%	319	25%
Total Revenue	1196		1296		1261	

Additionally, IFTs saw an even larger decrease in procedures billed. IFT procedures billed decreased during the last two years by 19% and 35% respectively. A breakdown of the procedures billed was not provided so no analysis of the decrease could be completed.

**Table 16: City of Livingston EMS Procedures by Transport Type**

	FY21 (Actual)		FY22 (Actual)		FY23 (Actual)	
911 Service	2969	63%	3505	72%	3675	80%
Interfacility Transfers	1714	37%	1388	28%	906	20%
Total Procedures	4683		4893		4581	

In order to determine the net operating cost of LFR’s interfacility transport service, the expenditures attributed to IFTs were subtracted from the revenue they generated as reported by the EMS billing company. Personnel expenditures attributed to IFTs included designated salary items in Livingston’s budget report including “Transfer Time”, “Transfer Incentive”, and “Non-Emergency Call-Back” for full-time and part-time employees. Any additional salary and benefit costs such as overtime, FICA, and retirement costs that may have been incurred as a result of IFTs could not be determined.

Non-personnel expenditures related to IFTs were calculated by multiplying the total EMS operating expenditures such as fuel and equipment by the proportional share of IFT work.

**Table 17: City of Livingston Interfacility Transfers- Revenue vs Expenditures**

Interfacility Transfers	FY21 (Actual)	FY22 (Actual)	FY23 (Actual)
Revenue	\$585,365	\$595,042	\$407,209
Expenditures	\$465,363	\$399,711	\$315,324
Net Cost/Profit	\$120,002	\$195,331	\$91,885

Finally, the average net revenue per IFT patient was calculated by dividing the annual net operating cost by the number of annual IFT trips per the billing company’s data. Due to the limited information the EMS billing company was able to provide, City Finance should verify the revenue per transport analysis with their billing vendor.

**Observation:**  
 The limited EMS revenue and billing information provided by the billing company presents challenges for the agency in the assessment and tracking of the fiscal performance of their EMS services.

**Recommendation:**  
 The City Finance Department, working with LFR, should establish more robust performance and reporting expectations for their billing vendor in accordance with best practice EMS revenue cycle management.

**Table 18: City of Livingston Revenue per Interfacility Transport**

	FY21 (Actual)	FY22 (Actual)	FY23 (Actual)
Interfacility Transfers	393	389	319
Annual Net Operating Cost	\$120,002	\$195,331	\$91,885
Revenue per Patient	\$305	\$502	\$288

While the IFT program appears to provide a positive cost position, caution is warranted with this conclusion due to the lack of specificity in cost reporting. Thus, the IFT program cost displayed may not be fully representative of the cost of providing these transfers. Additionally, due to the decrease in patients and procedures over the last two years LFR should exercise caution. LFR maintains no active service contracts with area hospitals, which could allow a third-party service provider to compete for the same transports. Additionally, during interviews, LFR indicated they rely heavily on call backs for IFT. If personnel have less availability in the future, then LFR would be incapable of meeting demand and force hospitals to seek third-party providers. Any loss of revenue from IFT may have to be offset by general fund revenue.

**Observation:**  
 LFR maintains no active service contracts with area hospitals. Additionally, LFR indicated they rely heavily on call backs for IFT. If personnel have less availability in the future, then LFR would be incapable of meeting demand and force hospitals to seek third-party providers. Any loss of revenue from IFT may have to be offset by general fund revenue.

**Recommendation:**  
 LFR should evaluate the viability of a service provider agreement with the hospital/s with defined scope of service and hours of service. LFR should periodically evaluate their ability to meet the IFT demand with current staffing and proposed staffing strategies.

**Rural Park District #1**

Park County Rural Fire District #1 is a legally established fire district under Montana law and has taxing authority within its district. According to the Montana Department of Revenue, the Fire District included \$29,442,305 of taxable value in 2023<sup>14</sup>. While this represents a \$7,753,082 increase from 2022, under Montana law the maximum number of mills collected is limited to that required to generate the amount of property tax actually assessed in the prior year based on the current year taxable value, less the current year's newly taxable value, plus one-half of the average rate of inflation for the prior 3 years<sup>15</sup>.

<sup>14</sup> <https://svc.mt.gov/dor/property/cov#/249>

<sup>15</sup> [https://leg.mt.gov/bills/mca/title\\_0150/chapter\\_0100/part\\_0040/section\\_0200/0150-0100-0040-0200.html](https://leg.mt.gov/bills/mca/title_0150/chapter_0100/part_0040/section_0200/0150-0100-0040-0200.html)

**Table 19: PCRFD #1 Mill Rate and Taxable Value**

	FY21	FY22	FY23	FY24
Mill Rate	33.84	30.51	30.72	23.24
Taxable Value	\$18,750,225	\$21,129,630	\$21,689,223	\$29,442,305
Tax Revenue	-	\$651,390	\$660,141	\$684,170

In addition to property tax revenues, the District received revenue from several other sources, including grants, donations, and contract services. Overall, revenues have decreased minimally over the last three years. The biggest contributor to this decrease is the reduction in contract services. The District provides contract services for wildland firefighting, but it’s unclear if the volatility is related to service demands, staffing availability, or delays in receiving payment for services.

**Table 20: PCRFD #1 Revenues**

	FY22 (Actual)	FY23 (Actual)	FY24 (Budgeted)
Tax Revenue	\$651,390	\$660,141	\$684,170
Intergovernmental	\$40,148	\$43,606	\$41,000
Grants	\$5,000	\$77,000	\$10,000
Contract Services	\$303,110	\$165,854	\$150,000
Rental Income	\$14,550	\$24,800	\$23,000
Donations	\$13,175	\$7,225	\$5,000
Other	\$1,909	\$28,918	\$15,000
Total Revenue	\$1,029,281	\$1,007,543	\$928,170
Percent Change	N/A	-0.02%	-0.08%

The District’s expenditures are consistent with their revenues. FY23 saw a decrease in salary and benefits related to a decrease in contract services and an increase in operating expenses due to an increase in capital expenditure.

**Table 21: PCRFD #1 Expenditures**

	FY22 (Actual)	FY23 (Actual)	FY24 (Budgeted)
Salary and Benefits	\$412,589	\$356,336	\$438,300
Operating	\$578,865	\$625,593	\$489,870
Total Expenditures	\$991,454	\$981,929	\$928,170
Percent Change	N/A	-1.0%	-5.5%

Overall, the District’s revenues and expenditures appear consistent with their programs and services. However, it should be noted that expenditures related to station and vehicle maintenance appeared high based on the frequency of response. Additional data and research would be required to determine if some of those expenses are large one-time expenses or ongoing and escalating maintenance costs.

# ESTABLISHING BASELINE PERFORMANCE

## Community Demand

During the 2022 reporting period (i.e., January 1, 2022, to December 31, 2022; hereinafter referred to as (2022), community demand from LFR jurisdiction for services included calls related to the EMS ( $n = 1,422$ ; 83.1%), fire ( $n = 192$ ; 11.2%), hazmat ( $n = 48$ ; 2.8%), rescue ( $n = 7$ ; 0.4%), and unknown ( $n = 42$ ; 2.5%; Table 15). Community demand from LFR and PCRFD1 jurisdictions for services included calls related to the EMS ( $n = 2,031$ ; 79.1%), fire ( $n = 400$ ; 15.5%), hazmat ( $n = 52$ ; 2.0%), rescue ( $n = 12$ ; 0.5%), and unknown ( $n = 74$ ; 2.9%; Table 16). Note, Tables 15 and 16 include all Interfacility Transfer (IFT) work.

**Table 22: Number of Calls, Number of Responses, and Total Busy Time by Program – LFR Jurisdiction All Call Types<sup>16</sup>**

Program	Number of Calls <sup>1</sup>	Number of Responses <sup>2</sup>	Average Responses per Call	Total Busy Hours	Responses with Time Data <sup>3</sup>	Average Busy Minutes per Response	Average Calls per Day	Average Responses per Day
EMS	1,422	1,452	1.0	1,124.9	1,305	51.7	3.9	4.0
Fire	192	267	1.4	32.9	82	24.1	0.5	0.7
Hazmat	48	67	1.4	10.6	18	35.2	0.1	0.2
Rescue	7	10	1.4	14.6	6	146.0	-	-
Unknown	42	56	1.3	1.1	14	4.6	0.1	0.2
<b>Total</b>	<b>1,711</b>	<b>1,852</b>	<b>1.1</b>	<b>1,184.0</b>	<b>1,425</b>	<b>49.8</b>	<b>4.7</b>	<b>5.1</b>

**Table 23: Number of Calls, Number of Responses, and Total Busy Time by Program – LFR and PCRFD1 Jurisdictions All Call Types**

Program	Number of Calls <sup>1</sup>	Number of Responses <sup>2</sup>	Average Responses per Call	Total Busy Hours	Responses with Time Data <sup>3</sup>	Average Busy Minutes per Response	Average Calls per Day	Average Responses per Day
EMS	2,031	1,950	1.0	1,629.8	1,770	55.2	5.6	5.3
Fire	400	338	0.8	62.3	102	36.3	1.1	0.9
Hazmat	52	68	1.3	10.6	18	35.2	0.1	0.2
Rescue	12	13	1.1	14.6	6	146.0	-	-
Unknown	74	89	1.2	2.6	21	7.5	0.2	0.2
<b>Total</b>	<b>2,569</b>	<b>2,458</b>	<b>1.0</b>	<b>1,719.9</b>	<b>1,917</b>	<b>53.7</b>	<b>7.0</b>	<b>6.7</b>

The following tables 17 and 18 reflect the distribution of work within the community, exclusive of IFTs. Even so, EMS still represents the highest area of demand within the community.

<sup>16</sup> “Number of Calls” reflects an adjusted number of calls to align with responses made by front line units assigned to LFR.  
<sup>2</sup> “Number of Responses” reflects the total number of records in the data file associated with responses made by front line units assigned to LFR, regardless of calculated busy time.  
<sup>3</sup> “Responses with Time Data” reflects the number of records in the data file associated with responses made by front line units assigned to LFR with calculated busy time not otherwise excluded.

**Table 24: Number of Calls, Number of Responses, and Total Busy Time by Program – LFR Jurisdiction Excluding IFTs**

Program	Number of Calls <sup>1</sup>	Number of Responses <sup>2</sup>	Average Responses per Call	Total Busy Hours	Responses with Time Data <sup>3</sup>	Average Busy Minutes per Response	Average Calls per Day	Average Responses per Day
EMS	1,095	1,157	1.1	719	1,007	42.8	3.0	1.1
Fire	192	341	1.8	67	114	34.7	0.5	0.3
Hazmat	48	88	1.8	14	23	35.3	0.1	0.1
Rescue	7	10	1.4	15	6	146.0	-	-
Unknown	42	61	1.5	1	15	4.5	0.1	0.1
<b>Total</b>	<b>1,384</b>	<b>1,657</b>	<b>1.2</b>	<b>815</b>	<b>1,165</b>	<b>41.9</b>	<b>3.8</b>	<b>1.5</b>

**Table 25: Number of Calls, Number of Responses, and Total Busy Time by Program – LFR and PCRFD1 Jurisdictions Excluding IFT**

Program	Number of Calls <sup>1</sup>	Number of Responses <sup>2</sup>	Average Responses per Call	Total Busy Hours	Responses with Time Data <sup>3</sup>	Average Busy Minutes per Response	Average Calls per Day	Average Responses per Day
EMS	1,633	1,723	1.1	1,329	1,538	51.8	4.5	1.6
Fire	400	568	1.4	235	264	52.5	1.1	0.5
Hazmat	52	93	1.8	16	26	37.9	0.1	0.1
Rescue	12	15	1.3	24	6	201.4	-	-
Unknown	74	94	1.3	3	22	7.3	0.2	0.1
<b>Total</b>	<b>2,171</b>	<b>2,493</b>	<b>1.1</b>	<b>1,607</b>	<b>1,856</b>	<b>51.8</b>	<b>5.9</b>	<b>2.3</b>

## Response Time Performance

A GIS planning analysis was completed to evaluate potential performance parameters. Measures of total response time can be significantly influenced by both internal and external influences. For example, the dispatch time, defined as the time from call creation at the 911-center to the dispatching of units, contributes to the customer’s overall response time experience. Another element in the total response time continuum is the turnout time, defined as the time from when the units are notified of the incident until they are responding. Turnout time can have a significant impact on the overall response time for the customer and is generally considered under management’s control. However, the travel time, defined as the period from when the units are responding until arrival at the incident is a factor of the number of EMS stations, the ability to travel unimpeded on the road network, the existing road network’s ability to navigate the community, and the availability of the units. Largely, travel time is the most stable variable to utilize in system design regarding response time performance.

Therefore, the GIS planning analyses focused on travel time capability as the unit of measure. Performance for travel time of first arriving Livingston Fire and Rescue (LFR) and Park County Rural Fire District 1 (PCRFD1) units to emergency calls by program during the CY22 (January 1, 2022 – December 31, 2022) reporting period is provided below. Overall, travel time was 7.4-minutes or less for 90% of the

emergency incidents occurring within LFR’s jurisdiction. For the combined jurisdictions of LFR and PCRFD1 the overall travel time was 15.1-minutes or less for 90% of the emergency incidents.

**Table 26: 90<sup>th</sup> Percentile Performance Times by Program– First Arriving Units in LFR’s Jurisdiction**

Program	Dispatch Time (Minutes)	Turnout Time (Minutes)	Travel Time (Minutes)	Response Time (Minutes)	Sample Size <sup>1</sup>
EMS	3.2	2.3	7.4	8.5	954
Fire	2.0	1.4	8.0	8.0	73
Hazmat	-	-	6.7	6.7	16
Rescue	-	-	11.0	11.0	6
Unknown	-	-	6.0	6.0	-
<b>Total</b>	<b>3.2</b>	<b>2.3</b>	<b>7.4</b>	<b>8.3</b>	<b>1,049</b>

<sup>1</sup>Sample sizes reflect the number of responses to emergency calls made by first arriving primary front-line units assigned to LFR; due to missing or excluded time data, sample sizes corresponding to individual table metrics may be smaller.

**Table 27: 90<sup>th</sup> Percentile Performance Times by Program– First Arriving Units PCRFD1 Jurisdiction**

Program	Dispatch Time (Minutes)	Turnout Time (Minutes)	Travel Time (Minutes)	Response Time (Minutes)	Sample Size <sup>1</sup>
EMS	3.5	2.2	30.3	32.0	379
Fire	3.8	5.5	17.3	20.8	16
Hazmat	0.0	0.0	8.0	8.0	-
Rescue	0.0	0.0	10.2	10.2	-
Unknown	0.0	0.0	24.2	24.2	-
<b>Total</b>	<b>3.6</b>	<b>2.3</b>	<b>30.2</b>	<b>31.5</b>	<b>395</b>

<sup>1</sup>Sample sizes reflect the number of responses to emergency calls made by first arriving front-line units assigned to LFR and PCRFD1; due to missing or excluded time data, sample sizes corresponding to individual table metrics may be smaller.

**Table 28: 90<sup>th</sup> Percentile Performance Times by Program– First Arriving Units in LFR and PCRFD1 Jurisdictions**

Program	Dispatch Time (Minutes)	Turnout Time (Minutes)	Travel Time (Minutes)	Response Time (Minutes)	Sample Size <sup>1</sup>
EMS	3.4	2.2	17.3	20.3	1,266
Fire	3.7	5.4	9.0	10.2	81
Hazmat	1.2	4.4	7.0	7.4	17
Rescue	-	-	11.0	11.0	6
Unknown	-	-	15.6	15.6	-
<b>Total</b>	<b>3.5</b>	<b>2.3</b>	<b>15.1</b>	<b>17.1</b>	<b>1,370</b>

<sup>1</sup>Sample sizes reflect the number of responses to emergency calls made by first arriving primary front-line units assigned to LFR or PCRFD1; due to missing or excluded time data, sample sizes corresponding to individual table metrics may be.

Historical performance was utilized to validate the GIS model. The CY22 historical performance demonstrated a 7.4-minute overall LFR department travel time performance at the 90<sup>th</sup> percentile. The planning assessments estimated 95.21% fire risk coverage in Livingston by 1 station within 8-minutes travel time. The CY22 historical performance showed a 17.3-minute overall travel time performance at

the 90<sup>th</sup> percentile to EMS calls within the combined areas of LFR and PCRFD1. The planning assessments estimated 84.02% EMS risk coverage in the combined area by 1 station within 15-minutes travel time. Therefore, there is a high degree of agreement between the planning tools and actual historical performance.

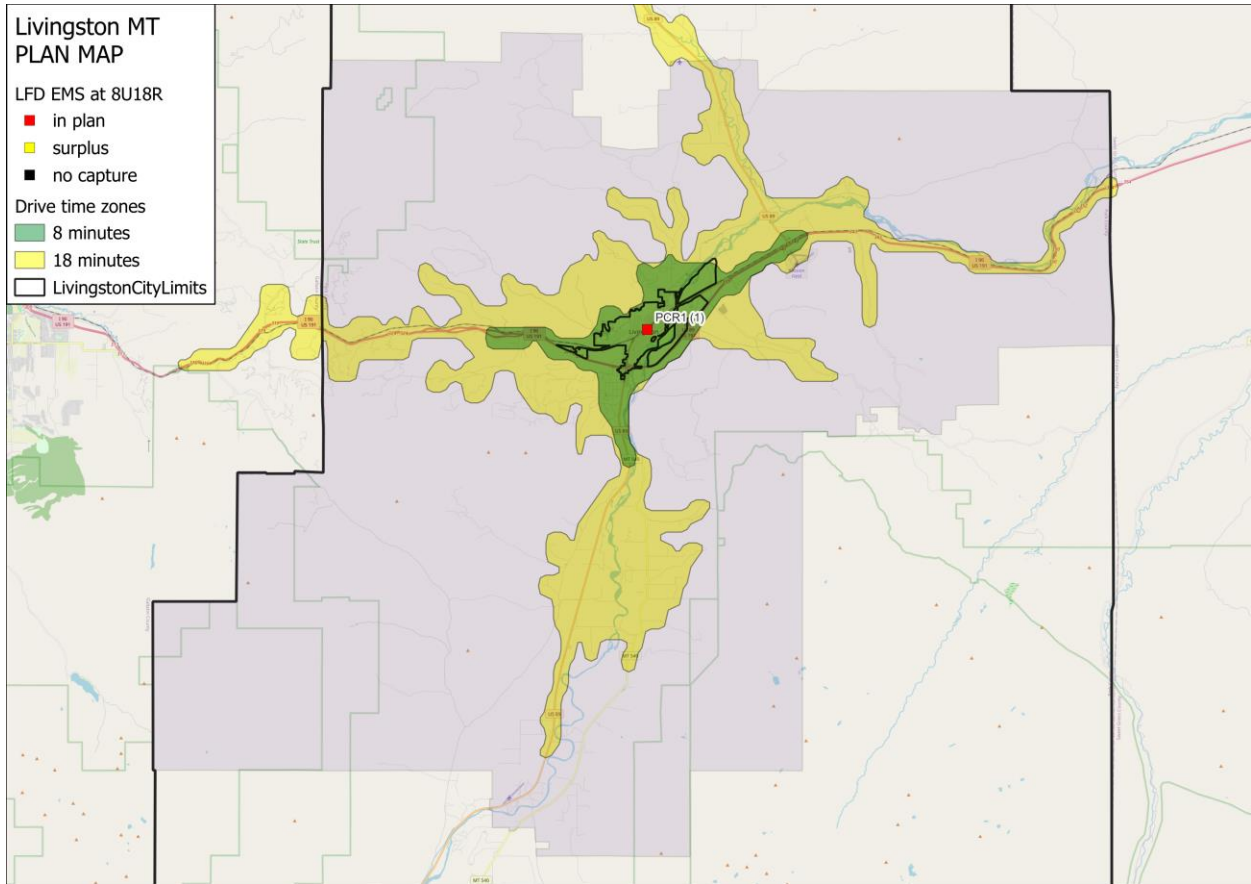
When referring to the marginal utility analyses provided in the tables on the following pages, ascending rank order is the station’s capability to cover risk (incidents) for all calls in relation to the total historical call volume of the sample period CY22. Station is the identifier for the current LFR or PCRFD1 station; Station Capture is the number of calls the station would capture within the specified travel time parameter; Total Capture is the cumulative number of calls captured with the addition of each station; and Percent Capture is the cumulative percentage of risk covered with the addition of each station.

The goal would be to achieve at least 90% capture. The figures illustrate the drive time capabilities. Three baselines are provided for comparative context. First, since LFR is the EMS provider for all of Park County, a county wide analysis of EMS performance is provided at 8-minutes of travel time in the urban areas and 18-minutes of travel time in the rural areas, in line with historical performance. The GIS analyses use average road speeds; therefore, a few percentage points drift from historical to modeled performance are reasonable understanding that it is typical that the system units can travel faster than the average road speed, especially in rural areas.

**Table 29: Marginal Station Contribution for 8-minute Urban and 18-minute Rural Travel Time – EMS calls Countywide**

Rank	Station	Area Class	Station Capture	Total Capture	Percent Capture
1	PCR1	U	1225	1225	71.43%
2	LIV	U	0	1225	71.43%
3	PCR1	R	264	1489	86.82%
4	LIV	R	0	1489	86.82%

**Figure 4: Current Station Bleed Map for 8-minute Urban and 18-minute Rural Travel Time – EMS calls Countywide**



Additional analyses are provided for fire risk within each individual jurisdiction of LFR and PCRFD1.

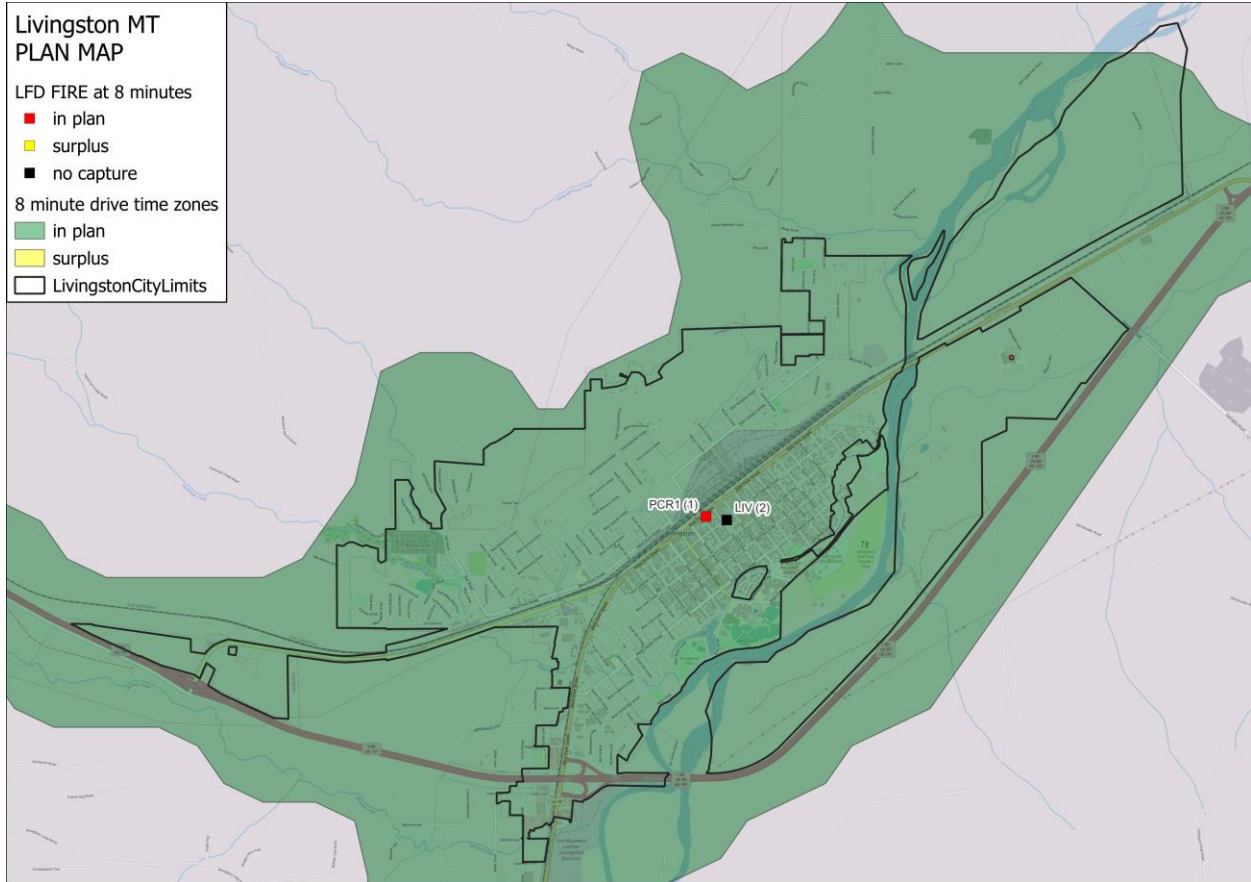
Analyses suggest that with the single LFR station, 100% of Fire program calls within the City of Livingston could be responded to within 8-minutes or less travel time.

**Table 30: Marginal Station Contribution for 8-minute Travel Time – Fire calls in LFR’s Jurisdiction**

Rank	Station	Area Class	Station Capture	Total Capture	Percent Capture
1	LIV	U	283	283	100.00%
2	PCR1	U	0	283	100.00%



**Figure 5: Current Station Bleed Map for 8-Minute Travel Time – Fire calls in LFR’s Jurisdiction**

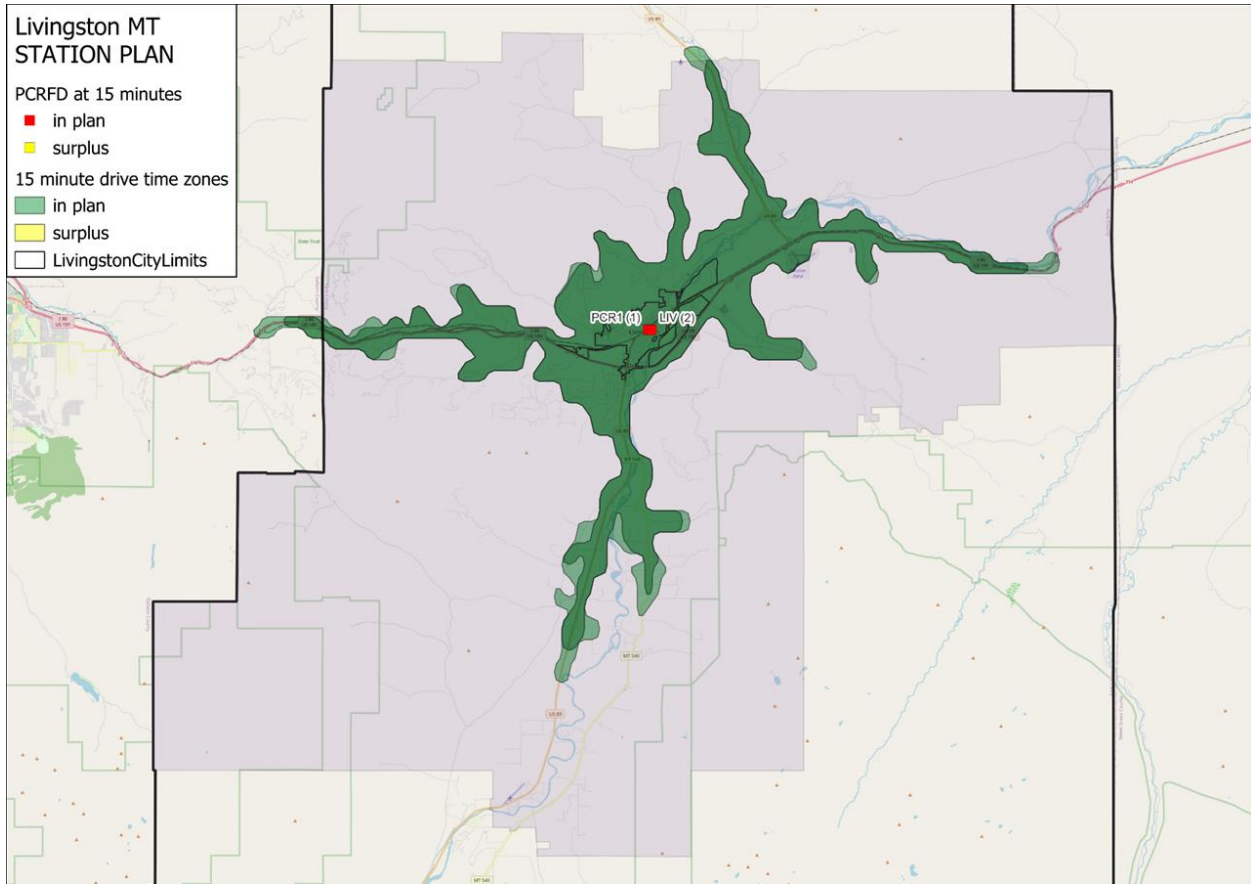


Analyses suggest that with the primary PCRFD1 station, only 62.65% of Fire program calls within the PCRFD1 jurisdiction could be responded to within 15-minutes or less travel time.

**Table 31: Marginal Station Contribution for 15-minute Travel Time – Fire calls in PCRFD1’s Jurisdiction**

Rank	Station	Area Class	Station Capture	Total Capture	Percent Capture
1	PCR1	U	156	156	62.65%
2	LIV	U	0	156	62.65%

**Figure 6: Current Station Bleed Map for 15-Minute Travel Time – Fire calls in PCRFD1’s Jurisdiction**



## Workload

Another measure, time on task, is necessary to evaluate best practices in efficient system delivery and consider the impact workload has on personnel. Unit Hour Utilization (UHU) values represent the proportion of the work period (e.g., 24 hours) that is utilized responding to requests for service.

Historically, the International Association of Fire Fighters (IAFF) has recommended that 24-hour units utilize 0.30, or 30% workload as an upper threshold.<sup>17</sup> In other words, this recommendation would have personnel spend no more than 7.2 hours per day on emergency incidents. These thresholds take into consideration the necessity to accomplish non-emergency activities such as training, health and wellness, public education, and fire inspections. The 4th edition of the IAFF EMS Guidebook no longer specifically identifies an upper threshold. However, *FITCH* recommends that an upper unit utilization threshold of approximately 0.30, or 30%, would be considered best practice. In other words, units and personnel should not exceed 30%, or 7.2 hours, of their workday responding to calls. These recommendations are also validated in the literature. For example, in their review of the City of Rolling Meadows, the Illinois

<sup>17</sup> International Association of Firefighters. (1995). *Emergency Medical Services: A Guidebook for Fire-Based Systems*. Washington, DC: Author. (p. 11)

Fire Chiefs Association utilized a UHU threshold of 0.30 as an indication to add additional resources.<sup>18</sup> Similarly, in a standards of cover study facilitated by the Center for Public Safety Excellence, the Castle Rock Fire and Rescue Department utilizes a UHU of 0.30 as the upper limit in their standards of cover due to the necessity to accomplish other non-emergency activities.<sup>19</sup>

**Recommendation:**  
*FITCH* recommends that the Agency adopt an upper UHU threshold for 24-hour units at 0.30 and 8 to 12hr units at .45 with a .05 trigger to begin planning for additional resources.

Unit response volume and busy time analyses included LFR and PCRFD1 units in the table below. The data includes all 911 and IFT work. A total of 541 incidents lacked sufficient time data to determine their total busy time and are thus excluded from this calculation. However, the resulting workload values demonstrate substantial workload capacity within LFRs current unit staffing. Assuming all of the 541 excluded incidents were 1-hour in duration and run by Medic 1, Medic 1’s workload would still be well below the threshold at .17 UHU. Values shown as 0.00 have registered workloads of less than 1% of their deployed time.

**Table 32: LFR and PCRFD1 Unit Hour Utilization (UHU) Workload**

Agency	Unit ID	Unit Type	Number of Responses <sup>1</sup>	Responses with Time Data <sup>2</sup>	Total Busy Hours	UHU assuming 24hr deployment	UHU assuming 12hr deployment
LFR and PCRFD1	Brush1	Brush truck	14	2	5.6	0.00	0.00
	Engine1	Engine	162	37	23.2	0.00	0.01
	Medic1	Ambulance/ALS Unit	1546	1307	962.8	0.11	0.22
	Medic2	Ambulance/ALS Unit	333	317	471.3	0.05	0.11
	Medic3	Ambulance/ALS Unit	111	98	89.5	0.01	0.02
	Medic4	Ambulance/ALS Unit	70	63	93.9	0.01	0.02
	Medic5	Ambulance/ALS Unit	9	8	23.2	0.00	0.01
	Rescue1	Rescue unit	194	73	27.3	0.00	0.01
	Truck1	Truck or aerial	6	1	0.3	0.00	0.00
	Brush 468	Brush truck	1	1	1.9	0.00	0.00
	Brush 469	Brush truck	1	0		0.00	0.00
	Engine 450	Engine	1	1	0.7	0.00	0.00
	Engine 465	Engine	1	1	0.7	0.00	0.00
	Rescue 464	Rescue unit	2	2	1.2	0.00	0.00
	Squad 452	Squad unit	6	6	8.1	0.00	0.00
Tender 457	Tender	1	0	10.3	0.00	0.00	
<b>Totals</b>			<b>2,458</b>	<b>1,917</b>	<b>1720</b>		

<sup>18</sup> Illinois Fire Chiefs Association. (2012). *An Assessment of Deployment and Station Location: Rolling Meadows Fire Department*. Rolling Meadows, Illinois: Author. (pp. 54-55)

<sup>19</sup> Castle Rock Fire and Rescue Department. (2011). *Community Risk Analysis and Standards of Cover*. Castle Rock, Colorado: Author. (p. 58)

**Observation:**

Workload analyses indicate substantial workload capacity within LFR’s current unit staffing, including demand for all 911 and IFT work.

**Observation:**

The Agency struggled to produce the necessary data to provide a comprehensive analysis of the system suggesting the need for more robust internal data extraction and reporting tools in addition to the potential for updates to the CAD data systems.

**Recommendation:**

The City should update its data capture, export, and reporting capabilities to align with best practices for current and future system performance monitoring and planning.

# CONSOLIDATION CONSIDERATIONS

Any efforts to reorganize or consolidate fire service agencies come with many obstacles to be managed. These obstacles can range from legislative challenges to workplace culture elements that make difficult changes even more difficult. For any of the opportunities to have any chance for successful execution, the stakeholders must buy in to the process. Clearly the City of Livingston and its elected leaders, the Park Rural District #1 and its elected leaders, and the IAFF Local 630 are very direct stakeholders. In any effort to evaluate options, other stakeholders such as the city residents, the Park County residents, regional partners, and the hospital system must be considered. The following sections provide a review of factors requiring consideration for consolidation.

## Regulatory Factors

At present, there does not appear to be statutory prohibitions in place that would preclude a rural fire district consolidating with a municipal fire department, nor would the option for a municipal fire department consolidating with a fire district be prohibited. In either case, certain statutory requirements discussed in the Legal Basis section would need to be met. The legal basis for both a municipal fire department and a rural fire district are also included in the Legal Basis section of this report.

Thus, the option of a municipal fire department and a rural fire department merging into a newly created fire district is possible, but the implementation process and timelines suggest this option is not a viable option. Currently, statutes do not provide for the establishment of a fire territory.

**Observation:**  
The option of a municipal fire department and a rural fire department merging into a newly created fire district is possible, but the implementation process and timelines suggest this option is not a viable option. Currently, statutes do not provide for the establishment of a fire territory.

## Financial Factors

The merger of LFR into the PCRFD1 would likely include redefinition of the District’s boundaries to include the City of Livingston. Thus, properties within the City would then be subject to the District’s taxing authority, subsequently increasing revenue for the District. Assuming a 95% collection rate, the amount of additional revenue available based on the City’s taxable value and the District’s mill rate is summarized below<sup>20</sup>.

<sup>20</sup> <https://svc.mt.gov/dor/property/cov#/249>

**Table 33: Estimated PCRFD1 Tax Revenue Generation within City of Livingston**

	FY22	FY23	FY24
Mill Rate	30.51	30.72	23.24
City of Livingston Taxable Value	\$18,892,788	\$19,928,254	\$28,047,015
95% of District’s Livingston Tax Revenue	\$547,598	\$581,586	\$619,222

To recognize potential efficiencies and savings from consolidation, the District would also need to assume responsibility for EMS services along with the associated revenues and expenditures. The chart below represents the total revenue that would be available to the District following consolidation. To ensure the consolidated system is sustainable only revenues that are stable were considered. Revenues that were excluded included grants and donations.

**Table 34: Total Revenue of Consolidated District**

Revenue Source	FY22	FY23	FY24
District Revenue	\$1,009,198	\$894,401	\$898,170
City of Livingston Tax Revenue	\$547,598	\$581,586	\$619,222
EMS Revenue	\$2,433,950	\$2,427,960	\$2,609,703
Total Revenue	\$3,990,747	\$3,903,947	\$4,127,095

It’s difficult to predict the exact expenditures following the consolidation of two agencies. This analysis assumes that the same level of response time performance is provided and that the additional expenses incurred by the District will be consistent with the City’s historical fire and EMS service costs minus any predicted savings directly related to the consolidation of personnel and assets.

The first opportunity for operational efficiencies lies within personnel costs. The city employs 16 full-time personnel, inclusive of a fire chief, and a cadre of part-time firefighters at a cost of \$2,534,413. The District employs a fire chief and a deputy chief at a cost of around \$176,970. Consolidation of the two organizations will eliminate the need for one of the fire chief positions and result in savings equal to the salary and benefits associated with that position. The salary and benefits associated with LFR’s chief was \$144,278 in FY23. The District did not provide employee level salary and benefit costs so a savings of \$101,970 was assumed for the reduction of one fire chief in the consolidation analysis.

LFR does not currently utilize a deputy chief so it’s reasonable to consider eliminating that position by delegating those responsibilities to the battalion chiefs. Although the District did not provide employee level salary and benefit costs, an estimated savings of \$75,000 could be realized if the deputy chief position was eliminated. However, LFR receives support services from other city departments such as human resources and finance that the District does not possess. The consolidated system could elect to retain the current deputy chief and ask the City to continue to provide those services at no cost or eliminate the deputy chief positions and utilize those dollars to contract for the additional support services. Regardless, the District will be required to manage the additional responsibilities associated with employing a larger workforce, so no additional savings were included as part of the consolidation.

**Observation:**  
 In a consolidated agency operated by the District, it is unknown what level of service Livingston would provide, if any, such as human resources, legal, building maintenance, etc.

**Recommendation:**  
 Assuming consolidation into the District, the City should evaluate its willingness and cost to provide the District with essential administrative support services to the extent it currently does for LFR.

Since the District does not employ any firefighters or paramedics there is no overlap in those positions. It’s also unlikely that the current volunteers would eliminate the need for any of the existing LFR firefighters so no additional personnel savings are projected.

There is a sizeable fleet between the two agencies. Based on the level of community demand, the fleet could be consolidated and reduced in a consolidated agency. Between the two agencies there are eight vehicles that responded to less than ten calls each in 2022 and seven vehicles that didn’t respond to any incidents in 2022. Some of those vehicles may have responded as part of the district’s wildland contract service but those responses aren’t documented in the CAD incident data. A recommended fleet for the consolidated agency is below. Staff vehicles have been excluded from this analysis.

**Table 35: Recommendation for Consolidated Fleet**

Use	Owner	Year	Unit ID	Unit Type	Number of Responses	Total Busy Hours
Front Line	PCRFD1	2013	Brush 469	Brush truck	1	
Front Line	LFR	2017	Engine1	Engine	162	23.2
Front Line	LFR	2020	Medic2	Ambulance/ALS Unit	333	471.3
Front Line	LFR	2022	Medic3	Ambulance/ALS Unit	111	89.5
Front Line	PCRFD1	2016	Squad 452	Squad unit	6	8.1
Front Line	PCRFD1	Unk.	Tender 457	Tender	1	10.3
Front Line	LFR	2000	Truck1	Truck or aerial	6	0.3
IFT	LFR	2023	Medic4	Ambulance/ALS Unit	70	93.9
Reserve	LFR	2011	Brush1	Brush truck	14	5.6
Reserve	PCRFD1	2008	Engine 465	Engine	1	0.7
Reserve	LFR	2019	Medic1	Ambulance/ALS Unit	1546	962.8
Reserve/Contract	PCRFD1	Unk.	Tender 451	Tender	-	-
Contract	PCRFD1	2007	Brush 468	Brush truck	1	1.9

The recommended fleet size is based on the services provided, historical performance, and community demand. The units recommended were included based solely on age with no regard to ownership. Department personnel should consider ongoing reliability and specific capabilities of each unit before finalizing the fleet. The fleet can be further reduced if IFTs and wildland contract services are discontinued. Any units above the recommended numbers should be disposed of accordingly.

The smaller fleet will result in savings related to fuel, maintenance, equipment, and insurance expenses. Since the recommended fleet includes approximately 50% of the current fire apparatus, potential annual savings equal to 50% of the combined fuel, maintenance, equipment, and insurance costs for fire apparatus or \$108,134 are included in a consolidation assessment. Before determining the final savings related to fleet consolidation the district would need to negotiate with the city on the potential purchase of their units, which may include debt service.

**Observation:**  
There is a sizeable fleet between the two agencies. Based on the level of community demand, the fleet could be consolidated and reduced in a consolidated agency. The fleet could be reduced further if IFT’s and wildland deployments were discontinued.

**Recommendation:**  
In a consolidated environment, the fleet size should be reduced as depicted in Table 35.

Finally, a consolidated system would not require both stations to be located in the City of Livingston. While the District station has a slightly better response performance, the difference is negligible. The consolidated system could select the station that affords the most advantageous position as related to overall square footage, personnel accommodations, and condition. It should be noted, however, that the LFR station is part of a larger city complex and the city may elect to retain that property for other uses. For the purposes of the financial assessment, it is assumed that the District station is utilized and therefore would not assume duplicative overhead costs related to the city station and liability insurance. Those expenses represent potential for an additional \$76,631 savings to the City with a consolidated system.

**Observation:**  
While a combined system may not require the operations of both stations located in the City, it remains unclear if the District facility could provide space for the combined fleet, even if reduced.

**Recommendation:**  
If consolidated, the parties should conduct a facility assessment to determine the most suitable approach for housing the consolidated fleet in support of both normal operations and reserve or standby equipment.

The estimated revenues and associated expenditures following a consolidation are outlined in the table below to provide a high-level snapshot of the potential financial position resulting from a consolidation. Without sufficient insight into the District’s budget and cost factors, this snapshot assumes all of their expenditures along with LFR’s which maintains the same staffing and service levels as currently provided by LFR and District volunteers, while reducing personnel costs by one chief, some apparatus and equipment costs, and the overhead related to the second station. Undoubtedly, there are duplicative costs in this assessment that would require further detail to flesh out. Thus, in this snapshot, the projected expenditures exceed funding by \$55,063. Meaning without additional expenditure reductions and/or additional revenue or funding allocations, the consolidated system would likely operate at a loss.



The models presented later in this report seek to remove duplicative costs by only carrying over purposeful and identifiable obligations to each model’s financial assessment.

**Table 36 – High-Level Consolidated Revenue vs Expenditures**

FY24	
Consolidated Revenue	\$4,127,095
PCRFD #1 Expenditures	(\$928,170)
LFR Expenditures	(\$3,540,723)
Personnel Savings	\$101,970
Vehicle & Equip. Savings	\$108,134
Other Savings	\$76,631
Net Financial Position	(\$55,063)

**Observation:**  
 Assuming the District maintains the same staffing, overhead, and service levels as currently provided by LFR while reducing personnel costs by one chief, some apparatus and equipment costs, and the overhead related to the second Livingston station, the projected expenditures exceed funding by \$55,063 on an annualized basis. Without additional expenditure reductions and/or additional revenue or funding allocations, the consolidated system would be likely to operate at a loss.

Finally, it should be noted that the city’s residents will experience a tax increase without an appreciable improvement in fire and EMS service. However, if desired, the consolidation would allow the city to redirect approximately \$1.3 million that is currently allocated from the general fund for fire services toward a different strategic priority. Conversely, a portion of these previously committed general fund dollars could be allocated to providing support service to the consolidated district.

**Observation:**  
 Unless the City opts to reduce taxes proportionately, the City’s residents will experience a tax increase without an appreciable improvement in the level of fire and EMS services.

**Recommendation:**  
 A reinvestment plan for liberated general fund dollars, or a tax roll-back strategy should be developed with community input as part of any consolidation planning.

## Personnel Factors

The personnel-related considerations for a consolidation between the two entities are significant. The City of Livingston is a party to the Collective Bargaining Agreement (CBA) that, unless modified by both parties, carries some substantial obligations on the City’s part. No employees of the rural district are represented by a bargaining unit.

While limited information was provided by the rural district to verify, it is assumed the pay and benefits between the rural district and the city are inconsistent. In the event the rural district would consolidate with the city, there is not a need for two fire chiefs and two deputy chiefs. In the event the employees

from the city were onboarded into the District, meaningful assignments for them would be important and could fill some unmet administrative needs.

One of the more significant personnel impacts to city staff consolidating into the fire district, especially if the city opted to transition to an “EMS only model” lies with the retirement system. By statute, Livingston firefighters are mandatory participants in the Montana Firefighter Unified Retirement System (FURS). While the Fire District has the option to participate, they have opted not to do so. Should the Livingston employees no longer be responsible for fire protection and no longer career firefighters, it could bring about untoward outcomes related to FURS and other benefits that are set aside by ordinance or statute exclusively for firefighters.

Should the existing Livingston employees be merged into the Fire District, considerable research would need to be done regarding the impacts on the Livingston employees’ benefits, particularly retirement benefits as the benefits packages between the two entities are disparate. Unless the Fire District agrees to accept the transfer of the displaced Livingston staff, the disposition of some or all of the staff is predictably challenging for policy makers. If the Fire District opted to transfer some or all the staff, labor concerns would emerge and the desire to enter into a collective bargaining agreement would be a challenge for their Fire District. Given these factors, modeling assumed the current cost of benefits and conditions of the CBA would be assumed by the consolidated district just as they are today.

**Optimized Staffing**

A baseline for establishing personnel needs is developed by determining the required number of full-time employees (FTEs) needed to staff all operationally deployed line positions. Staffing needs are determined by mathematical formula based upon the required number of seats, the hours to be covered, and the annualized use of scheduled and unscheduled leave. These factors are used to determine the optimized staffing for all models and variations. The resulting ‘staffing multiplier’ indicates the number of FTE’s required to staff each 24-hour position 24-hours a day for 365 days a year based on the average 56-hour work week. However, the Agency was unable to produce historical leave data, so Fitch utilized a relief factor of 15% based on observed industry experience for similarly deployed agencies and schedules.

**Recommendation:**  
The Agency should develop a system for tracking and reporting on the use of paid leave to provide monitoring for the appropriate use of leave and operational staffing levels.

Schedule and compensation are part of the City’s collective bargaining agreement, and any modifications would need to be negotiated prior to understanding the full financial impact of any proposed changes. The following options and cost analysis are presented to determine financial feasibility and do not represent the only options that may be considered as part of contract negotiations. This analysis is focused on operational staffing and the Fire Chief and Community Paramedic have been removed from consideration. Cost projections were completed using FY24 personnel salary data provided by City Finance and do not include costs related to call-back overtime or

transfer incentives. Any projected increase or decrease in costs is based on LFR’s current staffing levels and average personnel costs as outlined below and include the following assumptions.

- The “base pay” includes eligible overtime pay including longevity and certification pay.
- The Operations Chief and EMS Chief salaries were used to obtain the Battalion Chief average salary and benefit costs. Based on the CBA those positions are currently being utilized as Battalion Chiefs.
- Firefighter average salary and benefits include Firefighter I and Firefighter II costs. Although the CBA indicates a desire to only hire paramedics, currently three of the four firefighters are EMTs. Firefighter costs may increase if this ratio changes in the future.

**Table 37: LFR Personnel Costs**

Position	Avg Base Pay	Avg Other Pay	Avg Total Salary	Avg Benefits	Avg Salary & Benefits	Number of Positions	Total Cost per Rank
Battalion Chief	\$76,409	\$36,373	\$112,782	\$43,055	\$155,836	2	\$311,672
Captain	\$64,815	\$11,295	\$76,109	\$35,731	\$111,841	4	\$447,364
Engineer	\$55,610	\$8,574	\$64,184	\$33,089	\$97,273	4	\$389,092
Firefighter	\$48,629	\$6,919	\$55,547	\$31,176	\$86,723	4	\$346,892
					<b>Total:</b>	<b>14</b>	<b>\$1,495,020</b>

While a 4-platoon schedule reduces the amount of overtime liability and can provide a recruitment advantage over departments utilizing a 3-platoon schedule, it requires 33% more personnel to achieve the same level of staffing. Below is a comparison of the two schedules based on LFR’s current daily minimum staffing of four personnel. Although LFR utilizes a combination of full-time and part-time employees to meet their minimum staffing, this example illustrates the number of personnel required daily, regardless of their employment status. A leave usage report was not provided so an industry-aligned 15% relief factor was used to determine the number of personnel required to account for leave usage. An illustrative cost comparison for all full-time employees is provided utilizing the average firefighter salary and benefits applied to all required positions.

**Table 38: Required Staffing 3-Platoon versus 4-Platoon Schedule**

	Minimum Seats per Shift	Number of Shifts	Number of Seats Required	Relief Factor (15%)	Number of Personnel Required	Salary & Benefits
4-platoon	4	4	16	2.4	18.4	\$1,595,703
3-platoon	4	3	12	1.8	13.8	\$1,196,777
<b>Projected Savings:</b>						<b>\$398,926</b>

In addition to the total number of personnel required to achieve the desired staffing levels, LFR would also need to consider the overtime impact of any schedule changes. The Fair Labor Standards Act (FLSA) 7k exemption allows employers to work firefighters up to 53 hours a week before requiring overtime compensation. While the exact amount of overtime can vary based on the Department’s choice of schedule and pay cycles, a typical 4-platoon schedule averages 42 hours per week, well below the allowable threshold. In contrast, a typical 3-platoon schedule works an average of 56 hours per week.

**Table 39: Scheduled Hours 3-Platoon versus 4-Platoon Schedule**

	Avg Weekly Hours	Avg Annual Hours	Avg Hours Above FLSA Threshold
3-platoon	56	2912	156
4-platoon	42	2184	-572

The FLSA overtime analysis below assumes that an employee’s annual base pay remains constant, and their hourly rate is determined by dividing their base pay by 2,756, the maximum allowable hours by FLSA. Then the overtime impact is calculated by multiplying 156, the hours scheduled above 2,756, by 1.5 times the employee’s hourly rate. Any additional benefit costs that may be related to overtime such as FICA and retirement costs are not included as part of the analysis. The reserve firefighters and the two Battalion Chiefs have been removed from the OT implementation cost analysis. The Battalion Chiefs are already on a 3-platoon schedule and the reserve firefighters are not OT eligible.

**Table 40: FLSA Overtime Impact of 3-Platoon Schedule**

Position	Avg Base Pay	Avg Hourly Rate	Avg OT Rate	Avg FLSA OT	Number of Positions	Total FLSA OT Impact
Captain	\$64,815	\$23.52	\$35.28	\$5,503.16	4	\$22,012.64
Engineer	\$55,610	\$20.18	\$30.27	\$4,721.60	4	\$18,886.42
Firefighter	\$48,629	\$17.64	\$26.47	\$4,128.88	4	\$16,515.51
<b>Total Implementation Cost:</b>					<b>12</b>	<b>\$57,414.57</b>

LFR could also consider implementing a Kelly Day to offset the FLSA impact. A Kelly Day provides one additional day off per pay cycle to lower the number of scheduled hours and could be implemented by using the existing reserve firefighters. If an adequate cadre of reserve firefighters and trained personnel to ride up exist, LFR should consider providing a relief day every 14<sup>th</sup> shift to reduce the workweek to 52 hours, below the FLSA threshold for overtime. The vacancies created by personnel on Kelly Day could be staffed with reserve firefighters. Utilizing the max hourly rate of \$21/hour for reserve firefighters implementing a Kelly day would result in a savings of \$6,884 from the \$57,414 FLSA burden of the 56hr work week. This conservatively represents the minimum savings possible. The average reserve firefighter hourly rate is \$16.40/hour, thus additional savings would be recognized.

**Table 41: Three Platoon Average Work Week Options with Kelly/Relief**

Shifts	Work Week	R-Day Frequency	Total Annual Kelly-Days	Annual Relief Hours
3	56	No R-Day	0	0.00
3	54	R-Day every 28th Shift	4.35	104.29
3	52	R-Day every 14th shift	8.69	208.57
3	50	R-Day every 10th shift	13.00	312.00
3	48	R-Day every 7th Shift	17.38	417.14

The city could reinvest the personnel assigned to the fourth shift to increase operational capacity, improve service delivery, and reduce reliance on call-backs or they could utilize the schedule change to create operational savings as outlined below.

If the same daily staffing levels are maintained the schedule change could reduce the number of full-time employees by 2, to a total of 12. The cost projection below provides a total of four personnel assigned to each shift, inclusive of a battalion chief. No relief staffing is provided in this approach as the current staffing practice does not provide relief, but instead utilizes reserve firefighters and overtime. An approximate \$77,471 in operational savings from current staffing costs would be realized after the promotion of a battalion chief and the increase in FLSA overtime.

**Table 42: Personnel Costs for 3-Platoon Schedule- 12 Full Time Employees**

Position	Avg Base Pay	Avg Other Pay	Avg FLSA OT	Avg Total Salary	Avg Benefits	Avg Salary & Benefits	Number of Positions	Total Cost per Rank
Battalion Chief	\$76,409	\$36,373	\$6,487	\$119,270	\$43,055	\$162,325	3	\$486,974
Captain	\$64,815	\$11,295	\$5,503	\$81,613	\$35,731	\$117,344	3	\$352,032
Engineer	\$55,610	\$8,574	\$4,721	\$68,906	\$33,089	\$101,995	3	\$305,984
Firefighter	\$48,629	\$6,919	\$4,128	\$59,677	\$31,176	\$90,853	3	\$272,559
						<b>Total:</b>	<b>12</b>	<b>\$1,417,549</b>

If the city chooses to retain all existing employees and reinvest the additional personnel to improve service delivery the two additional firefighters could be assigned to a daylight Monday – Friday schedule to provide a peak activity unit. The peak activity unit would provide a higher level of redundancy during peak demand periods and a reliable model for providing interfacility transfers. This option is built on the existing number of personnel and reduces the potential overtime liability since not all personnel will be on 24-hour shifts.

It provides a third battalion chief and a total of 6 operational personnel Monday – Friday, 0800-1700, and 4 at all other times. Retaining all existing full-time employees would cost an estimated \$95,977 over the current staffing costs if deployed as a 56hr work week, but the peak activity unit has the potential to increase IFT revenue and/or reduce emergency callback costs.

**Observation:**  
 If a Battalion Chief position is deployed, it should be deployed across all shifts for operational consistency and administrative support. The 3-platoon schedule provides the most efficient way to accomplish this.

**Table 43: Personnel Costs for 3-Platoon Schedule- 14 Full Time Employees**

Position	Avg Base Pay	Avg Other Pay	Avg FLSA OT	Avg Total Salary	Avg Benefits	Avg Salary & Benefits	Number of Positions	Total Cost per Rank
Battalion Chief	\$76,409	\$36,373	\$6,488	\$119,270	\$43,055	\$162,325	3	\$486,974
Captain	\$64,815	\$11,295	\$5,503	\$81,613	\$35,731	\$117,344	3	\$352,032
Engineer	\$55,610	\$8,574	\$4,722	\$68,906	\$33,089	\$101,995	3	\$305,984
Firefighter (56 hr)	\$48,629	\$6,919	\$4,129	\$59,677	\$31,176	\$90,853	3	\$272,559
Firefighter (40 hr)	\$48,629	\$6,919	\$0	\$55,548	\$31,176	\$86,724	2	\$173,448
						<b>Total:</b>	<b>14</b>	<b>\$1,590,997</b>

The costs associated with the current 4-platoon schedule along with the two 3-platoon schedules discussed are outlined below for comparison. During the last three fiscal years, total revenue (general fund plus EMS revenues) has outpaced expenditures with FY23 revenues exceeding expenditures by nearly \$433,000 despite interfacility calls decreasing. The additional revenue may serve as a funding source to implement the desired option without increasing levies. Additionally, the option that includes a peak activity unit could increase EMS revenue by providing more consistent unit availability for interfacility transfers.

The following table provides a summary of the potential opportunities related to a schedule change. The table includes the impacts of FLSA but does not include relief staffing since the current practice does not provide for relief. In other words, the comparison is provided to align with current practice of utilizing reserve firefighters and overtime to cover relief.

**Table 44: Comparison of Personnel Costs Related to Schedule Change**

	Current Model -4-platoon schedule with 14 FTEs	3-platoon 56hr wk schedule with 12 FTEs	3-platoon 56hr wk schedule with 14 FTEs
FTEs	14	12	14
Cost	\$1,495,020	\$1,417,549	\$1,590,997
Difference from current cost	N/A	(\$77,471)	\$95,977

**Recommendation:**  
 The City should consider the value of savings and daily staffing concentrations associated with a 3-platoon shift schedule to improve overall staffing strength; understanding that any change would require impact bargaining with the labor unit.

**Recommendation:**  
 If the City pursues a 3-platoon schedule for LFR, they should also consider implementing a Kelly Day to offset the FLSA impacts, maintain a competitive incentive, and soften the transition from the 4-platoon system

**Recommendation:**  
 If the City pursues a 3-platoon schedule for LFR and maintains the Battalion Chief position, they should consider utilizing the associated savings to place a Battalion Chief on each shift and distribute essential administration functions among them.

## Operational Factors

### Establishing Benchmark Performance Standards

A GIS planning analysis was completed to evaluate potential performance parameters. Measures of total response time can be significantly influenced by both internal and external influences. For example, the dispatch time, defined as the time from call creation at the 911-center to the dispatching of units, contributes to the customer’s overall response time experience. Another element in the total response time continuum is the turnout time, defined as the time from when the units are notified of the incident until they are responding. Turnout time can have a significant impact on the overall response time for the customer and is generally considered under management’s control. However, the travel time, defined as the period from when the units are responding until arrival at the incident is a factor of the number of EMS stations, the ability to travel unimpeded on the road network, the existing road network’s ability to navigate the community, and the availability of the units. Largely, travel time is the most stable variable to utilize in system design regarding response time performance.

Therefore, the GIS planning analyses focused on travel time capability as the unit of measure. Performance for travel time of first arriving Livingston Fire and Rescue (LFR) and Park County Rural Fire District 1 (PCRFD1) units to emergency calls by program during the CY22 (January 1, 2022 – December 31, 2022) reporting period is provided below. Overall, travel time was 7.4-minutes or less for 90% of the emergency incidents occurring within LFR’s jurisdiction. For the combined jurisdictions of LFR and PCRFD1 the overall travel time was 15.1-minutes or less for 90% of the emergency incidents.

**Table 45: 90<sup>th</sup> Percentile Performance Times by Program– First Arriving Units in LFR’s Jurisdiction**

Program	Dispatch Time (Minutes)	Turnout Time (Minutes)	Travel Time (Minutes)	Response Time (Minutes)	Sample Size <sup>1</sup>
EMS	3.2	2.3	7.4	8.5	954
Fire	2.0	1.4	8.0	8.0	73
Hazmat	-	-	6.7	6.7	16
Rescue	-	-	11.0	11.0	6
Unknown	-	-	6.0	6.0	-
<b>Total</b>	<b>3.2</b>	<b>2.3</b>	<b>7.4</b>	<b>8.3</b>	<b>1,049</b>

<sup>1</sup>Sample sizes reflect the number of responses to emergency calls made by first arriving primary front-line units assigned to LFR; due to missing or excluded time data, sample sizes corresponding to individual table metrics may be smaller.

**Table 46: 90<sup>th</sup> Percentile Performance Times by Program– First Arriving Units PCRFD1 Jurisdiction**

Program	Dispatch Time (Minutes)	Turnout Time (Minutes)	Travel Time (Minutes)	Response Time (Minutes)	Sample Size <sup>1</sup>
EMS	3.5	2.2	30.3	32.0	379
Fire	3.8	5.5	17.3	20.8	16
Hazmat	0.0	0.0	8.0	8.0	-
Rescue	0.0	0.0	10.2	10.2	-
Unknown	0.0	0.0	24.2	24.2	-
<b>Total</b>	<b>3.6</b>	<b>2.3</b>	<b>30.2</b>	<b>31.5</b>	<b>395</b>

<sup>1</sup>Sample sizes reflect the number of responses to emergency calls made by first arriving front-line units assigned to LFR and PCRFD1; due to missing or excluded time data, sample sizes corresponding to individual table metrics may be smaller.

**Table 47: 90<sup>th</sup> Percentile Performance Times by Program– First Arriving Units in LFR and PCRFD1 Jurisdictions**

Program	Dispatch Time (Minutes)	Turnout Time (Minutes)	Travel Time (Minutes)	Response Time (Minutes)	Sample Size <sup>1</sup>
EMS	3.4	2.2	17.3	20.3	1,266
Fire	3.7	5.4	9.0	10.2	81
Hazmat	1.2	4.4	7.0	7.4	17
Rescue	-	-	11.0	11.0	6
Unknown	-	-	15.6	15.6	-
<b>Total</b>	<b>3.5</b>	<b>2.3</b>	<b>15.1</b>	<b>17.1</b>	<b>1,370</b>

<sup>1</sup>Sample sizes reflect the number of responses to emergency calls made by first arriving primary front-line units assigned to LFR or PCRFD1; due to missing or excluded time data, sample sizes corresponding to individual table metrics may be smaller.

**Observation:**

The dispatch times and turnout times exceed best practice in either a single agency environment or a consolidated environment. Overall response times can be reduced by the reduction of both dispatch time and turnout time, without encouraging responders to make up time during the travel time window.

**Observation:**

The communications center does not utilize a Priority Dispatch system and therefore does not possess the ability to prioritize the limited resources of the Fire Department when responding to requests for service.

**Recommendation:**

Both agencies should work diligently to reduce both their dispatch times and turnout times and evaluate the implementation of a Priority Dispatch system.

LFR and PCRFD1 currently operate as two independent entities that each deploy from a single fixed facility location. PCRFD1 does have two additional facilities where apparatus is stored, but these are not considered for routine response. Additionally, the primary LFR and PCRFD1 stations are nearly adjacent to each other. Thus, the distribution models considered did not consider the impact of multiple station locations but rather the ability of each single location to cover the historical demand within a prescribed travel time performance.



To consider performance for a consolidated department, models analyzed all calls occurring within a combined jurisdiction of LFR and PCRFD1. All program types are considered together under the assumption that in this consolidated system, one Agency would provide all services and EMS and Fire resources would deploy from shared locations. Thus, the following plan considers this consolidated jurisdiction’s ability to respond to all call types.

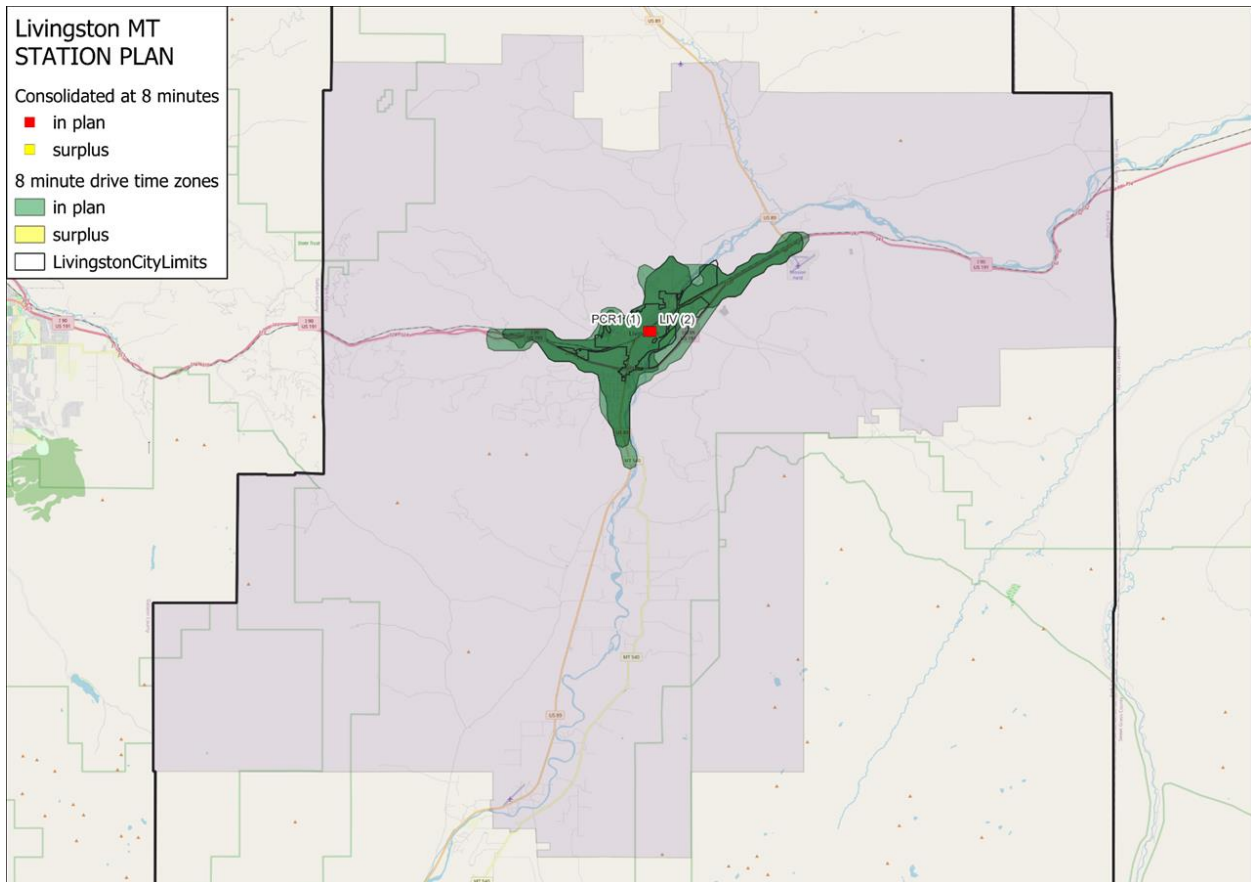
**8-minute Travel Time – All Calls**

Analyses suggest that with the consolidated station, 72.87% of ALL calls could be responded to within 8-minutes or less travel time.

**Table 48: Marginal Consolidation Station Contribution for 8-Minute Travel Time – All Calls**

Rank	Station	Area Class	Station Capture	Total Capture	Percent Capture
1	PCR1	U	1582	1582	72.87%
2	LIV	U	0	1582	72.87%

**Figure 7: Consolidated Station Bleed Map for 8-Minute Travel Time – All Calls**



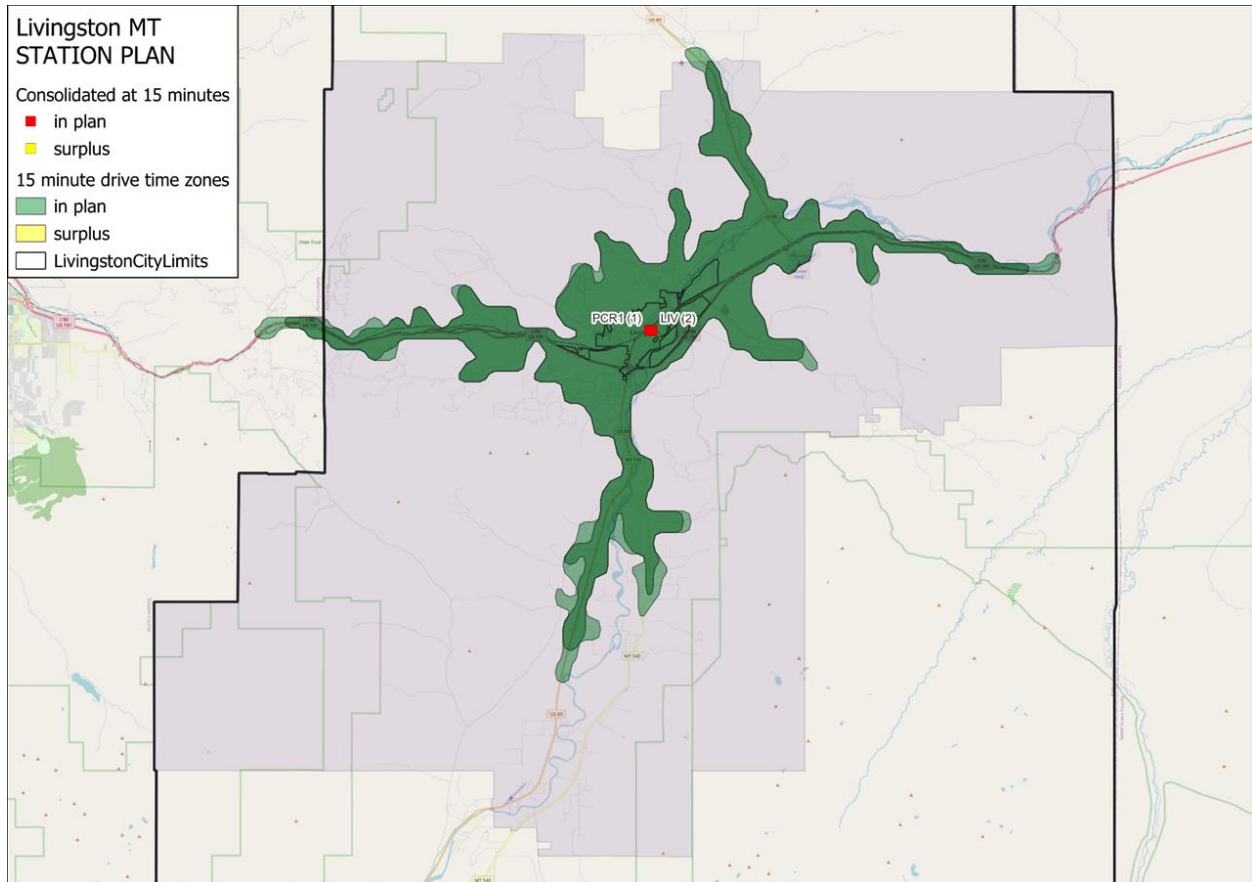
**15-minute Travel Time – All Calls**

Analyses suggest that with the consolidated station, 86.60% of ALL calls could be responded to within 15-minutes or less travel time.

**Table 49: Marginal Consolidated Station Contribution for 15-Minute Travel Time – All Calls**

Rank	Station	Area Class	Station Capture	Total Capture	Percent Capture
1	PCR1	U	1880	1880	86.60%
2	LIV	U	0	1880	86.60%

**Figure 8: Consolidated Station Bleed Map for 15-Minute Travel Time – All Calls**



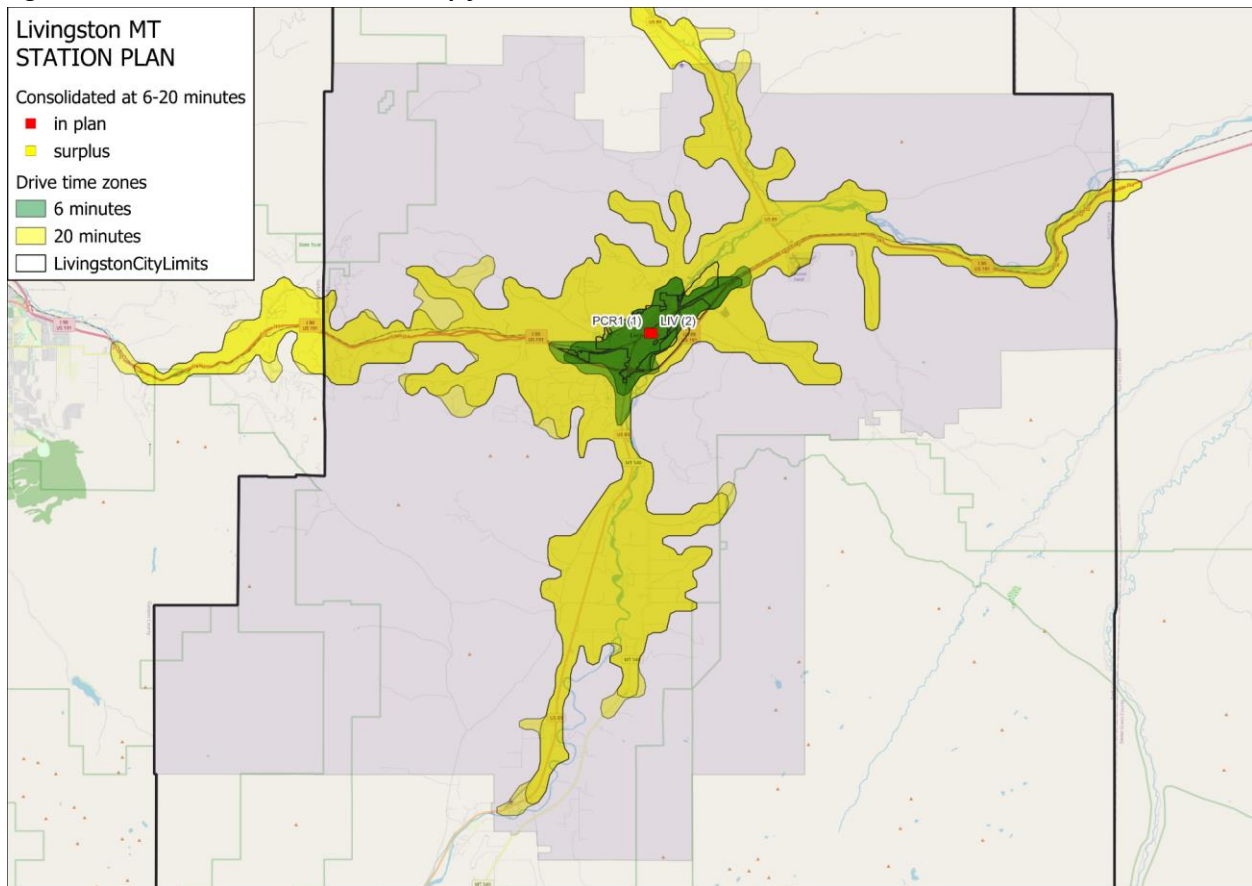
**6-minute Urban, 20-minute Rural Travel Time – All Calls**

Analyses suggest that with the consolidated station, 70.11% of ALL calls could be responded to within 6-minutes or less travel time. Utilizing the station again for a 20-minute travel time will provide coverage for 90.23% of ALL incidents within a 20-minute travel time.

**Table 50: Marginal Consolidated Station Contribution for 6-Minute Urban and 20-minute Rural Travel Time – ALL Calls**

Rank	Station	Area Class	Station Capture	Total Capture	Percent Capture
1	PCR1	U	1522	1522	70.11%
2	LIV	U	0	1522	70.11%
3	PCR1	R	437	1959	90.23%
4	LIV	R	0	1959	90.23%

**Figure 9: Consolidated Station Bleed Map for 6-Minute Urban and 20-minute Rural Travel Time – ALL Calls**



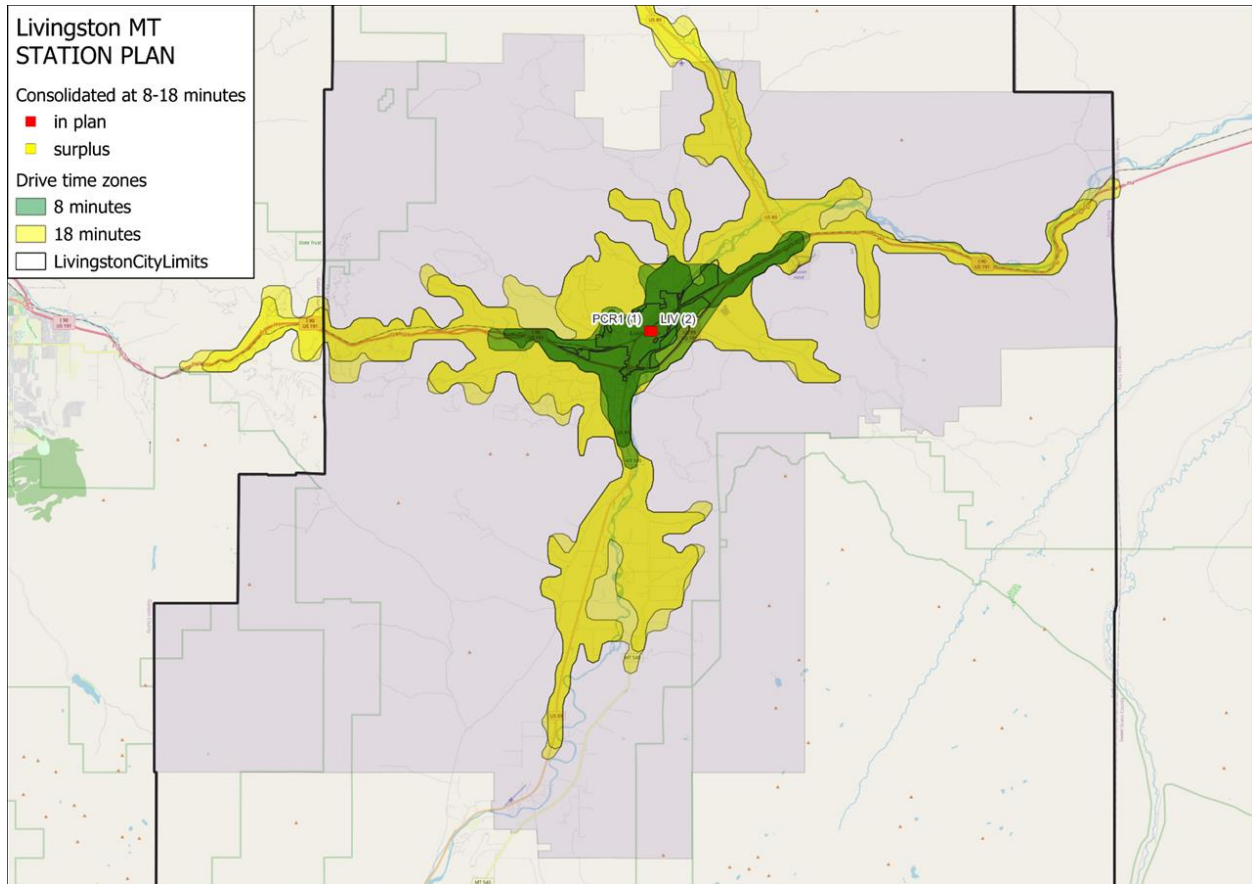
**8-minute Urban, 18-minute Rural Travel Time – All Calls**

Analyses suggest that with the consolidated station, 72.87% of ALL calls could be responded to within 8-minutes or less travel time. Utilizing the station again for an 18-minute travel time will provide coverage for nearly 90% of ALL incidents within an 18-minute travel time.

**Table 51: Marginal Consolidated Station Contribution for 8-Minute Urban and 18-minute Rural Travel Time – ALL Calls**

Rank	Station	Area Class	Station Capture	Total Capture	Percent Capture
1	PCR1	U	1582	1582	72.87%
2	LIV	U	0	1582	72.87%
3	PCR1	R	363	1945	89.59%
4	LIV	R	0	1945	89.59%

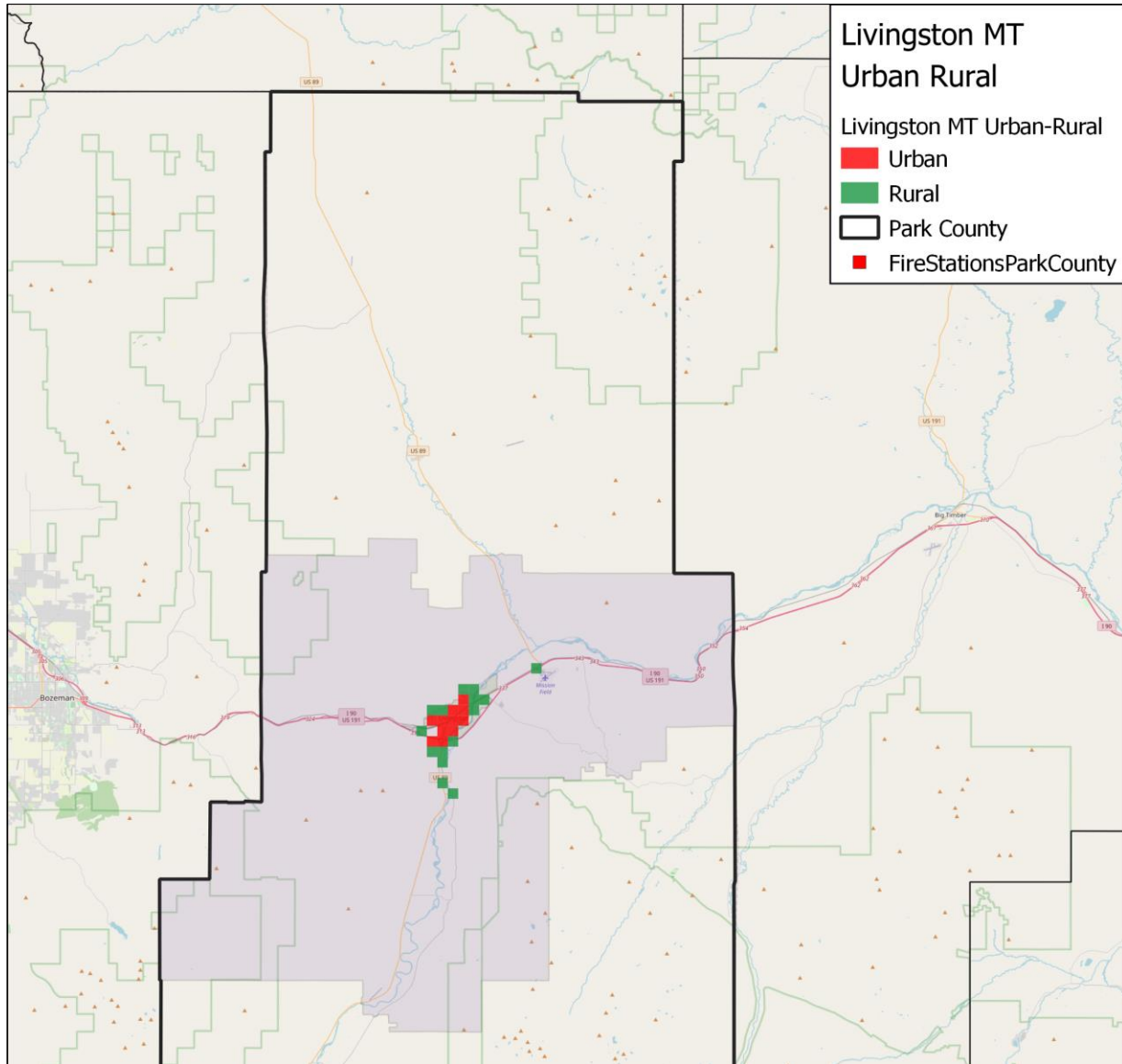
**Figure 10: Consolidated Station Bleed Map for 8-Minute Urban and 18-minute Rural Travel Time – ALL Calls**



Finally, we calculated call density based on the relative concentration of incidents based on approximately 0.5-mile geographic areas as well as the adjacent 0.5-mile areas. The results demonstrate an urban and rural designation based on call density for services and not based on population. The red areas are designated as urban service areas and the green areas are designated as

rural service areas. Any area that is not colored has less than one call every six months in the 0.5-mile area and the adjacent areas.

**Figure 11: Urban and Rural Call Density Map**



Based on the disparate population densities and historical demand in Livingston and Park County, it is recommended that the consolidated Agency consider adopting a differentiated service model. This approach utilizes an urban performance standard in high demand areas and a rural performance standard in low demand areas. Attempting to achieve urban level performance across the entire response area would require a considerable number of additional resources and result in diminishing returns.

**Recommendation:**  
Based on the disparate population densities and historical demand in Livingston and Park County, it is recommended that the City or consolidated Agency consider adopting a differentiated service model. This approach utilizes an urban performance standard in high demand urban areas and a rural performance standard in low demand rural areas.

In the absence of any specific community desire to change current practices, the agency should consider adopting a benchmark that is closely aligned with current performance. Thus, a benchmark travel time of 8-minutes in the urban areas and 18-minutes in the rural areas should be considered for formal adoption. Once adopted, this metric becomes a tool by which to evaluate the impacts of growth and future resource needs.

**Observation:**  
Fitch has not observed any community desire to change current practices, and no community expression of dissatisfaction with response times.

**Recommendation:**  
A benchmark travel time of 8-minutes in the urban areas and 18-minutes in the rural areas should be considered for formal adoption. Once adopted, this metric becomes a tool by which to evaluate the impacts of growth and future resource needs.

## Opportunities for Consolidation

While consolidation considerations are worthy of study, there are several considerations that must be carefully weighed by policy makers before such pursuit.

It is fair to note that any consolidation approach between the District and the City of Livingston could appear in a number of forms. In no particular order, option #1 is based on the dissolution of the District with the City of Livingston assuming all fire services. Option #2 is based upon the current service delivery model used by LFR (fire and EMS) being annexed into the District. Option #3 is based upon Livingston retaining all EMS services and the District taking over all fire services within their existing boundaries as well as the City of Livingston. The option of Livingston merging with another municipal department is not a viable option as no other municipal fire departments exist within the County.

In the event Livingston were annexed into the Fire District, the District would assume a number of support services that have historically been provided by City of Livingston staff. These services include, but are not limited to human resources, benefits management, risk management, legal services, building maintenance, etc. While some of these support services may fall within the current capabilities and interests of the District, it would be prudent to explore the viability of the City of Livingston continuing to provide such services. This could be arranged via an in-kind agreement or a fee for services approach through an interlocal agreement.

As the makeup of the community members within the District would change considerably with the addition of city residents into the mix, the parties should be prepared for some initiatives to increase the representation of the District Board by city residents or City of Livingston representatives. The number of trustees is set at five persons per statute, with one of the five serving as the presider and one as the

secretary. We recommend that the trustee positions be made up of two people from within the District but not within the City, two people who are electors from within the City, and one member at large from within either the District or City. The City trustees could be placed at the next two expiration of existing three-year terms.

**OPTION #1 - Dissolution of the Fire District – Livingston Assuming Services**

The dissolution of the Fire District, while permitted and addressed by statute, carries with it a number of challenges. The dissolution could only be considered as a viable option if Park County established either a new service provider such as LFR, or developed a new fire district as Park County retains the prerogative as to how fire protection is provided in areas outside of a municipality. As this change would not be driven by pending changes in population or becoming a Class 1 city, there is no sense of urgency for this option.

The dissolution of any well-established fire district would predictably bring about angst from internal and external stakeholders. Landowners in the district may develop concerns as to how their rates would remain low. As staff within the Fire District face the possibility of being displaced, the public display of concerns should be planned for.

As the new provider of fire protection, Livingston may prefer not to have out of the county deployments for wildland fires as a part of their business plan. If this were to be the case, decisions would need to be made concerning the continuation of such a large fleet of wildland apparatus. A new provider that would absorb the current fleet assets of the Fire District would need to do so with the understanding that the District has an aging fleet. Any assumption of the District’s fleet should include an assessment of compliance with the National Fire Protection Association’s 1911 and 1901 standards, with a particular emphasis on retirement approaches for apparatus as provided within this report.

As permitted and addressed by Montana Statute 7-33-2128, the Rural Fire District may be dissolved per the following:

- 7-33-2128. Dissolution of fire district.** (1) Subject to subsection (2), a fire district organized under this part may be dissolved by the board of county commissioners upon presentation of a petition for dissolution signed by the owners of 40% or more of the real property in the area and owners of property representing 40% or more of the taxable value of property in the area. The procedure and requirements provided in **7-33-2101** through **7-33-2103** apply to requests for dissolution of fire districts.
- (2) A board of county commissioners may not dissolve a fire district that includes territory within the limits of an incorporated second-class or third-class city or town unless the dissolution is approved by the governing body of the city or town.

This option would provide an opportunity for Park County to potentially contract with the City of Livingston. In the event the City of Livingston became the provider for fire protection, there would be very limited new demands placed on Livingston. The additional fire protection demand would be approximately 0.7 calls per day with an individual time on task demand of around 36-minutes each. It is fair to note that with the existing five-mile radius agreement that Livingston is already responding to a subset of these calls, further diminishing the potential impact of new demand.

Based upon the challenges in this model compared against the potential gains, this model is not recommended for further consideration.

**Observation:**  
The dissolution of the Fire District option is fraught with challenges, requires 40% of the landowners to sign a petition, and offers very limited, if any, operational gains.

**Recommendation:**  
The dissolution of the Fire District model is not recommended for further consideration.

**OPTION #2 - Livingston Annexing into the Fire District**

Currently, Livingston is a Class 2 municipality and certain opportunities exist prior to the pending and presumed population growth that would place Livingston at a Class 1 level. In addition to providing fire protection by means of a municipal department, as a Class 2 municipality, Livingston can provide fire protection by any of the following means:

- (i) through an interlocal agreement with another governmental fire protection provider under the provisions of Title 7, chapter 11, part 1.
- (ii) through a contract with another fire protection provider; or
- (iii) subject to **7-33-4115**, annexing to a rural fire district established under Title 7, chapter 33, part 21.

Montana Code 7-33-4115 addresses the process by which a municipality may provide fire protection through a rural fire district, including the election to do so, transition, and governance. 7-33-4115 (6) clarifies that *“If the population of a second-class city classified under the provisions of 7-1-4111 or 7-1-4112 increases to the level that would require the city to be classified as a first-class city and the city has been annexed to a rural fire district under the provisions of this section, the city may remain part of the rural fire district upon adoption of a resolution by the city governing body.”* This becomes an important timing consideration as the window of opportunity to be annexed into a rural fire district will close once Livingston reaches a Class 1 level. Once a city of town is deemed a Class 1 city it must operate and maintain a municipal fire department unless it was annexed into a Fire District prior to reaching a Class 1 level.

While the City of Livingston could be annexed into the Fire District, it is not without its challenges. It requires a vote of the City’s governing body followed by a municipal election of the electorate, with a simple majority required.

Unless the Fire District agrees to accept the transfer of the displaced Livingston staff, the disposition of some or all the staff is predictably challenging for policy makers. If the Fire District opted to onboard some or all the staff, labor concerns may emerge and the desire to enter into a collective bargaining agreement would be a challenge for their Fire District.

Based on information gathered during the initial site visit, The City of Livingston and the Park Rural Fire District have considerable differences in their response expectations and outcomes for structure fires. These differences would not only present challenges for the workforce, but the city residents may perceive a lower level of service. This could be offset by the establishment of a baseline performance standard for both urban and rural areas as discussed elsewhere in this report.



Should the existing Livingston employees be merged into the Fire District, considerable research would need to be done regarding the impacts on the Livingston employees’ benefits, particularly retirement benefits as the benefits packages between the two entities are disparate. Given these factors, modeling assumed the current cost of benefits and conditions of the CBA would be assumed by the consolidated District just as they are today.

Although the most viable option of the three choices presented here, it is challenging to articulate real benefit for the City of Livingston to consolidate into the District. If the City did not already maintain a paid fire department, then the looming Class 1 designation would be more concerning. However, with an already established paid force, the associated fiscal obligations are already customary for the City. Furthermore, the City, and its immediate surrounding areas, are the epicenter of service demands within Park County. This is likely to remain the case for the foreseeable future. Thus, the City might be remiss to cede control of its public safety services to the independent District.

**Observation:**  
The City of Livingston annexing into the District is the most viable option for consideration regarding a consolidation.

**Observation:**  
If the City did not already maintain a paid fire department, then the looming Class 1 designation would be more concerning. However, with an already established paid force, the associated fiscal obligations are already customary for the City. Furthermore, the City, and its immediate surrounding areas, are the epicenter of service demands within Park County. This is likely to remain the case for the foreseeable future. Thus, the City might be remiss to cede control of its public safety services to the independent District.

***OPTION #3 - Livingston Retains All EMS Services and Transitions Fire Protection to the Fire District***

Currently, Livingston is the EMS provider for all of Park County and it could choose to retain this service and divest its fire protection services to the District. This option is permitted by statute through the means of either an annexation into the District or merely contracted services as addressed in Statute 7-33-4101.

Without the responsibility for round the clock fire protection, this option may provide the opportunity to deploy a staffing model that is more driven by demand, both emergency EMS demands, and the inter-facility transfers. It may also provide additional staffing that could support the community paramedicine efforts.

As with most fire departments, the EMS service’s demands outpace the demands for fire protection by a large margin and Livingston is no exception. While the desire to reallocate staffing solely toward EMS demands may increase availability and bring about increased revenues, it would bring about some unnecessary challenges.

Should the existing fire apparatus in Livingston be transitioned to the Fire District, it would provide some additional depth to the fleet for structural engines, as the newest structural engine for the Fire District is 16 years old.

While management rights allow changes in the work to be carried out, the elimination of fire protection as a core service may be viewed quite harshly by the work force. In the event Livingston opted to commit solely to EMS, it would likely necessitate changes to the work schedules and realignment toward a more demand driven staffing model to be more fiscally viable. It is possible that career fire fighters, particularly those who currently work a 24/72-hour schedule, might exhibit considerable resistance to these changes. This resistance could manifest as resignations and migrations to other more traditional fire departments. Without thorough planning for the potential of moderate to large-scale departures, Livingston could find itself with considerable staffing challenges, particularly if the regional employment market doesn't have a sufficient replacement workforce available.

By statute, Livingston firefighters are mandatory participants in the Montana Firefighter Unified Retirement System (FURS). While the Fire District has the option to participate, they have opted not to do so. Should the Livingston employees no longer be responsible for fire protection and no longer career firefighters, it could bring about untoward outcomes related to FURS and other benefits that are set aside by ordinance or statute exclusively for firefighters.

Based upon the challenges in this model compared against the potential gains, this model is not recommended for further consideration.

**Observations:**  
Historical community demand does not provide a fiscally sound basis for independently government provided Fire and EMS services. A cross-staffed Fire Rescue EMS approach is the most efficient and resilient approach for the community from both a service delivery and fiscal perspective.

**Recommendation:**  
No further consideration should be given to an EMS only model under the City of Livingston. In addition to the pension implications, this would essentially cede fire protection to the District while still incurring at least 80% of their former financial obligations to keep running EMS.

## Obstacles to Consolidation

Any efforts to reorganize or consolidate fire service agencies come with many obstacles to be managed. These obstacles can range from legislative challenges to workplace culture elements that make difficult changes even more difficult. For any of the opportunities to have any chance for successful execution, the stakeholders must buy into the process. Clearly the City of Livingston and its elected leaders, the Park Rural District #1 and its elected leaders, and the IAFF Local 630 are very direct stakeholders. In any effort to evaluate options, other stakeholders such as the city residents, the Park County residents, regional partners, and the hospital system must be considered.

The two entities involved in this consolidation assessment have significant differences in an array of areas.

The City of Livingston is a full-service fire department where much of the service demand rests in EMS and inter-facility transport. Livingston is a predominantly career department with most of their staff being full-time employees represented by IAFF Local 630. Members are a part of the State's retirement

system. Livingston Fire Rescue, as a component of the City of Livingston, has access to a full array of support services such as legal, finance, human resources, and purchasing. In that the Fire Rescue Department is a component of the City of Livingston; the Department does not have autonomy on many decisions that may need consent of the city management team and/or their elected body.

In contrast, Park Rural Fire District has no service demands in EMS and the vast majority of their demands are in fire protection, with some service demands related to motor vehicle highway crashes. The District retains two full-time employees, with no labor organization. District members do not participate in the State retirement system. The predominantly non-career work force is a mix of volunteers and students. The District is essentially self-contained and retains the responsibility for all support services often provided by municipal organizations. With this responsibility comes the autonomy to operate as the District sees fit, with the concurrence of the District's elected body.

Thus, consolidation options such as these are best served when all the parties discuss and negotiate from an interest based bargaining perspective. Additionally, as discussed in the Labor Agreements Section, the willingness of Local 630 is important. Even with the provisions addressed in the Collective Bargaining Agreement's (CBA) Management Rights Article, the Prevailing Rights Article appears to provide certain protections, at least until the expiration of the CBA in 2025.

## **General Observations and Implementation**

On a more global scale, consolidations and regionalization efforts are sought after by many fire and rescue services throughout the country to gain efficiency, effectiveness, or both. While there have been some efforts by both the Park County Rural Fire District #1 (PCRFD1) and the City of Livingston Fire Rescue Department (LFR), the work ahead for both agencies in consolidating is substantial.

In any consolidation effort, there are any number of obstacles that can create challenges in achieving the end goal. These challenges could include an unwillingness of the Boards to accept change, the unwillingness of the fire chiefs to work collaboratively, a disparity between the departments that depict one as a donor agency and the other as a recipient agency, a clash in organizational cultures, a lack of cooperative agreements and services between the agencies, disputes within the consolidated workforce, disputes between the labor organizations, an unrealistic belief that all employees will embrace the change, and a mission and vision that are in conflict.

The two governing boards, while demonstrating a desire to place the needs of the communities they serve ahead of personal interests, possess real and legitimate differences in perspectives on the provision of emergency services.

In the most successful consolidation efforts, the agencies have already adopted a service delivery model that includes closest unit response plans, consolidated dispatching, and some shared services. All of the agencies would be stable and with no deficits noted that would depict either one as a donor agency. All the agencies would have similar organizational cultures that place service ahead of self. They would share a number of services already such as Fleet Services, Information Technologies, and Fire & Life

Safety. The workforce would have been assured that there would be no reduction in force. All organizations would have a shared vision of the consolidation and a highly valued focus on working through issues that can derail consolidation efforts. Finally, the mission and vision of the two agencies would not be in conflict. However, within the current environment and community, few of these elements have been overtly observed over the course of this assessment.

**Observation:**  
Of the varied elements that make for the most successful consolidation efforts, few of these elements have been overtly observed over the course of this assessment.

There would be much work to be done starting with the onboarding of the dissolved agency employees and members into the new system, presuming all would be onboarded. While this function may seem to be purely an administrative one, there are a number of potential obstacles that must be addressed, including benefits, continuity, retirements, payroll, worker’s compensation, records retention, and records consolidation.

Both the PCRFD1 and LFR staff should determine the training areas that must be addressed and set timelines for each of the areas. Some more critical training will need to be addressed very early in the process for those being onboard. Other training can be on a more protracted schedule. It should be anticipated that some training will be required for members of both former agencies. Both agencies have best practices that should be considered in the consolidation of the agencies. Planning should take place regarding the portfolio of services of each agency and how the portfolio will look in the combined setting. This will likely require the phasing in of any new services.

Considerable effort will be required to establish and share organizational structures for the immediate term, the short term, and the longer term. Finding the right organizational structure may be contingent upon the timeline chosen for the complete consolidation and eventual dissolution of the dissolved entity. The Governing Board will need to give consideration to the concerns of the dissolved agency while it may initially have no direct representation until a newly configured representative board can be seated.

A cooperative detailed analysis of existing physical assets and spaces should be conducted in an effort to improve efficiency or effectiveness. It should be understood that some functional areas may be relocated and that some modifications to buildings or office space could be required. A process should be established to share the status of the consolidation and to gather feedback from the municipal and county customers. Deliberate efforts should be made to communicate with the customers regarding the processes to be used, the progress, and the gains in operational efficiency and effectiveness.

Finally, all existing agreements, including automatic aid and mutual aid agreements, should be reviewed and then either maintained, updated, or cancelled.

# ASSUMPTIONS USED FOR MODELING

## Financial Assumptions

For modeling expenditures, operational line level personnel costs were calculated based on average salaries by position, including assignment pay, and benefits for a total compensation value that includes the FY23 burden rate for each position. Additionally, LFR utilizes part-time or reserve firefighters as part of their minimum staffing strategy. The reserve firefighters are not benefits eligible and are paid a base hourly rate of \$15/hr with increases based on certifications held. To account for the highest potential cost, the max rate of \$21/hour was used to model the personnel costs for reserve firefighters. Each total compensation value was then applied to the required seats per shift as a product of the calculated staffing multiplier.

**Table 52: Staffing Costs Used for Modeling**

	Salary	Benefits	Total Comp	Burden Rate
Battalion Chief 56/hr wk	\$119,270	\$43,055	\$162,325	27%
Captain 56/hr wk	\$81,613	\$35,731	\$117,344	30%
Engineer 56/hr wk	\$68,906	\$33,089	\$101,995	32%
Firefighter 56/hr wk	\$59,677	\$31,176	\$90,853	34%
Firefighter 40/hr wk	\$55,548	\$31,176	\$86,724	36%
Reserve Firefighter 56/hr wk	\$61,152	N/A	\$61,152	N/A
Reserve Firefighter 40/hr wk	\$43,680	N/A	\$43,680	N/A

**Table 53: Cost to Staff a 24-hour Ambulance**

24hr Ambulance	Seats	FTEs	FTE Type	Staffing Cost
Firefighter 56/hr wk	2	6.9	Uniformed	\$626,885

**Table 54: Cost to Staff an 8-hour Ambulance**

8hr Ambulance	Seats	FTEs	FTE Type	Staffing Cost
Firefighter 40/hr wk	2	2.3	Uniformed	\$199,465

**Table 55: Cost to Staff a 24-hour Engine**

24hr Engine	Seats	FTEs	FTE Type	Staffing Cost
Captain 56/hr wk	1	3.0	Uniformed	\$352,032
Engineer 56/hr wk	1	3.0	Uniformed	\$305,984
Firefighter 56/hr wk	1	3.0	Uniformed	\$272,559
Firefighter 56/hr wk	Relief Factor	1.4	Uniformed	\$122,651
<b>Total</b>				<b>\$1,053,226</b>

**Table 56: Cost to Staff a 24-hour Battalion Chief**

24hr Battalion Chief	Seats	FTEs	FTE Type	Staffing Cost
Battalion Chief 56/hr wk	1	3.0	Uniformed	\$486,974
Firefighter 56/hr wk	Relief Factor	0.45	Uniformed	\$40,884
<b>Total</b>				<b>\$527,857</b>

The total unit staffing costs are calculated utilizing all full-time employees and will be applied to the proposed deployment models to determine the maximum cost. LFR currently utilizes part-time or reserve firefighters as part of their minimum staffing strategy so it’s assumed that a consolidated system will continue this practice. In order to illustrate the potential savings reserve firefighters represent, the following savings will be assumed for each full-time position that is filled with a commensurate amount of hours by part-time personnel. This strategy assumes a sufficient cadre of part-time firefighters exist and full-time employees are qualified to ride-up.

**Table 57: Part-Time Firefighter Savings - 56 Hour/Week**

	Seats	FTEs	FTE Type	Staffing Cost
Firefighter (56 hr)	1	1.0	Uniformed	\$90,853
Reserve Firefighter (56 hr)	1	1.0	Uniformed	\$61,152
<b>Total Savings</b>				<b>\$29,701</b>

**Table 58: Part-Time Firefighter Savings - 40 Hour/Week**

	Seats	FTEs	FTE Type	Staffing Cost
Firefighter (40 hr)	1	1.0	Uniformed	\$86,724
Reserve Firefighter (40 hr)	1	1.0	Uniformed	\$43,680
<b>Total Savings</b>				<b>\$43,044</b>

Overhead and maintenance cost for modeling are based on a unit hour value derived from the current organizational experience. LFR’s FY23 overhead cost totaled \$996,937 to deploy 17,520 unit hours, one Engine and Ambulance continually staffed, culminating in an overhead unit hour value of \$56.90 per hour. The budget did not provide sufficient granularity to differentiate the overhead costs related to 911 transport and IFTs. Therefore, all overhead costs experienced by LFR have been applied to 911 service and additional overhead costs are applied to the IFT model to represent the most conservative cost approach.

**Table 59: Overhead Cost for Modeling**

FY23 Factor	Value
Overhead and Maintenance	\$996,937
Engine deployed hours	8760
Ambulance deployed hours	8760
Total Deployed Hours	17,520
Overhead Unit Hour Cost	\$56.90

## Transport Revenue Assumptions

Fitch was unable to fully assess the revenue performance and potential for LFR due to the limited information provided. Thus, the cash value per transport assumption utilized for modeling should be confirmed by the City’s internal finance department and the third-party EMS billing vendor.

Based on information the EMS billing company provided a cash value per trip was developed for 911 and IFT transports.

**Table 60: Cash Value per 911 Transport**

	FY21 (Actual)	FY22 (Actual)	FY23 (Actual)
911 Transports	803	907	942
Cash Collected	\$589,456	\$796,721	\$853,439
Cash per Trip	\$734.07	\$878.41	\$905.99

**Table 61: Cash Value per Interfacility Transfer**

	FY21 (Actual)	FY22 (Actual)	FY23 (Actual)
Interfacility Transfers	393	389	319
Cash Collected	\$585,365	\$595,042	\$407,209
Cash per Trip	\$1,489.48	\$1,529.67	\$1,276.52

**Recommendation:**  
 The City should work to ensure their EMS billing vendor services are able to provide best practice performance along with data retention, validation, and reporting capabilities for all elements of EMS transport revenue management.

## Baseline Demand Assumptions

To ensure all proposed models were adequately provisioned, baseline demand attributes were established. In total, the models will provide service for 2,872 total incidents, of which, 1,728 were 911 EMS and 532 resulted in transports. Thus, the community experienced 911 transport rate of 71% is the minimum value accounted for in each proposed model. The IFT demand is based on CAD data to provide a more conservative assessment of workload while providing a prospective consideration for revenue potential. Finally, a baseline EMS Time-on-Task (TOT) ratio of 64.73-minutes was derived by analyzing the proportionate share of on-average time commitment for both transport and non-transport incidents. For Fire calls, the TOT is based on the historical average commitment time for Fire calls of 52.5-minutes among the combined jurisdictions of LFR and PCRFD1.

**Table 62: Demand Volumes Used for Modeling**

Call Category	Non-Transport	Transport	Total Calls	Transport Rate
All Park County EMS 911	532	1196	1728	71%
All Park County EMS IFT		606	606	
All Park Total EMS			2334	
LFR and PCRFD1 Non-EMS			538	
Total Calls			2872	

**Table 63: CY 2022 IFT Demand - All Jurisdictions**

Day of Week	2022 IFT Count - ALL	Avg/Day
Sunday	43	0.83
Monday	58	1.12
Tuesday	139	2.67
Wednesday	77	1.48
Thursday	131	2.52
Friday	60	1.15
Saturday	98	1.85
<b>Total</b>	<b>606</b>	<b>1.66</b>

Finally, the relatively low call concurrency rate informed considerations related to the need for a higher or lower concentration of resources.

**Table 64: Historical Call Concurrency Rate – Without IFTs**

Demand Zone	Overlapped Calls	Total Calls	Percentage of Overlapped Calls
LFR	133	1,045	12.7%
PCRFD1	14	360	3.9%
LFR & PCRFD1	242	1,405	17.2%



# MODELS FOR CONSIDERATION

Two models are provided for consideration, consolidated and non-consolidated. Each model includes a review of the organizational structure, deployment strategy, required staffing, financial assessment, and advantages and disadvantages. To provide a direct comparison of consolidated and non-consolidated 911 service delivery models, interfacility transfers have been excluded from the analysis. The revenue and expenditures required to provide IFTs are modeled separately and can be added to either the consolidated or non-consolidated model as a policy decision.

## Consolidated Fire and EMS

The consolidated model assumes the District annexes the City of Livingston and provides all fire and EMS services to the region.

### *Organizational Structure*

The new consolidated system would be governed by the current PCRFD1’s Board of Trustees, but consideration should be given to restructuring the board. Increased representation from the city and county governments would increase communication and cooperation between the three agencies. Additionally, it creates a shared interest in the consolidated system’s success. For example, the board could be comprised of two trustees appointed by the City Manager, two trustees appointed by the County Commissioners, and one at-large trustee. This governance structure may also reduce barriers for other Park County fire districts to annex into the newly formed consolidated system if desired.

Any change to the District’s Board would likely require changes to the current bylaws and articles of incorporation and, if desired, implementation could be phased in to align with the terms of the existing trustees.

Operationally, the fire chief would oversee the daily operations of the consolidated system supported by three battalion chiefs, one assigned to each shift. While call demand alone does not require a battalion chief assigned to each shift, they provide the necessary administrative support for the system to be successful. Each battalion chief should be assigned major areas of responsibility for support services including training, EMS QA/QI, logistics/fleet, and community risk reduction. Due to the limited daily staffing, the battalion chief will need to remain operationally flexible and may be required to provide staffing for the engine or ambulance.

The consolidated system may not initially possess the internal expertise or capacity to manage a larger workforce that requires additional administrative support including human resources, finance, and legal considerations. Whether the consolidated system hires staff to complete these functions or contracts with the City of Livingston or another entity, they must have the required support to manage the increase in personnel. The models provided assume contractual agreements are reached and include

either \$75,000 in expenditures to acquire these services or provide recommended staffing and cost to handle within the consolidated agency.

If the City of Livingston does not provide support services to Park Rural upon consolidation, Park Rural would need sufficient staffing to ensure that the required support services do not suffer.

In this event, Park Rural should plan for one FTE to serve as the Finance Director and another FTE to serve as the Administrative Services Coordinator. In addition to these FTEs, it is reasonable to assume that the costs for legal services for Park Rural will increase with the significant increase in staffed positions and the potential for a collective bargaining agreement. Park Rural should also plan for increased costs in certain building maintenance and fleet services that had been provided in-kind by the City of Livingston.

The costs for the Finance Director are estimated to be \$75,000 with a 30% benefits package for a total of \$97,500. The duties for such a position would include payroll, accounts receivable, accounts payable, taxation, millages, capital funds, and budget preparation for the fire chief.

The costs for the Administrative Services Coordinator are estimated to be \$65,000 with a 30% benefits package for a total of \$84,500. The duties for such a position include human resources, benefits, pension, insurance, worker’s compensation, and records retention.

The chart below represents the proposed operational line staffing level. It is based on a minimum daily staffing level of five and a staffing multiplier of 15%. Operational staffing utilizes full-time firefighters for the required minimum staffing to illustrate the maximum cost associated with the model.

**Table 65: Consolidated Model- Required Staffing for a Minimum Staffing Level of 5**

	Minimum Seats per Shift	Number of Shifts	Number of Seats Required	Relief Factor (15%)	Number of Personnel Required
3-platoon	5	3	15	2.25	17.25

Departments with smaller workforces such as the consolidated system may need to consider modifying the typical relief factor to ensure each shift can reliably provide adequate relief. For example, the typical relief factor above provides two of the three shifts with a relief firefighter, but any operational vacancies on the third shift would need to be filled using overtime. The chart below applies the relief factor of 15% to each shift and then rounds up before multiplying the number of personnel by the number of shifts. The models provided utilize the higher staffing factor to illustrate maximum costs.

**Table 66: Consolidated Model- Required Staffing for a Minimum Staffing Level of 5 with Modified Staffing Factor**

	Minimum Seats per Shift	Relief Factor (15%)	Number of Personnel per Shift (Rounded)	Number of Shifts	Number of Personnel Required
3-platoon	5	0.75	6	3	18

Finally, a proposed organizational chart is provided for the new consolidated system. It includes the additional administrative positions in case they are required and assigns the existing District volunteers to the captains on each shift.

**Figure 12: Consolidated System Organizational Chart 5-Person Minimum Staffing**



### **Deployment Strategy and Modeled Performance**

This model will deploy to mirror current performance with an 8-minute Urban and 18-minute Rural Travel Time for emergent 911 calls.

The base deployment model includes a 2-person ALS engine, an ALS ambulance, and a Battalion Chief. The engine staffing would be dynamic, cross-staffing additional units including the ladder truck and a second ambulance based on call demand. Both units are programmed to provide service 24 hours a day

by utilizing a 3-platoon or 56-hour work week. The total cost for this deployment model, inclusive of salary, benefits, and operating, are estimated to be \$2,950,459.

**Table 67: Deployment Costs- 5-Person Minimum Staffing**

Unit Type	Count	FTE Count	Total Personnel Cost	Overhead Costs	Total Costs
2-Person ALS Engine - 24hr	1	6.9	\$739,784	\$496,168	\$1,235,952
ALS Ambulance - 24hr	1	6.9	\$626,885	\$496,168	\$1,123,053
Battalion Chief – 24hr	1	3.5	\$527,857	N/A	\$527,857
Additional Relief	1	0.7	\$63,597	N/A	\$63,597
<b>Totals</b>	<b>2</b>	<b>18</b>	<b>\$1,958,123</b>	<b>\$992,336</b>	<b>\$2,950,459</b>

Alternatively, a deployment model that includes a 3-person engine is provided for comparison. Although the fire demand is relatively low within the community, the ability to deploy a total of six personnel to the scene of a fire increases their efficiency and effectiveness as it relates to fire attack and victim rescue. The additional person also provides greater depth in capacity. In a scenario where two simultaneous EMS calls are received, the department would have the ability to respond with a 2-person ambulance to each incident while retaining two personnel to respond to a potential third call. This should allow the department to be less reliant on callbacks and reduce the costs related to them.

This increase in minimum staffing from five to six would cost an additional \$268,015. Alternatively, the system could rely on callbacks, volunteers, and mutual aid to complete the department’s effective response force for high-risk incidents.

**Table 68: Deployment Costs- 6-Person Minimum Staffing**

Unit Type	Count	FTE Count	Total Personnel Cost	Overhead Costs	Total Costs
3-Person ALS Engine - 24hr	1	10.4	\$1,053,226	\$496,168	\$1,549,394
ALS Ambulance - 24hr	1	6.9	\$626,885	\$496,168	\$1,123,053
Battalion Chief – 24hr	1	3.5	\$527,857	N/A	\$527,857
Additional Relief	1	0.2	\$18,170	N/A	\$18,170
<b>Totals</b>	<b>2</b>	<b>21</b>	<b>\$2,226,138</b>	<b>\$992,336</b>	<b>\$3,218,474</b>

The models are built utilizing full-time employees to illustrate the maximum potential cost, but LFR currently uses part-time or reserve firefighters as part of its minimum staffing strategy. This is a sound financial strategy assuming a sufficient cadre of qualified part-time personnel exists. Utilizing a part-time firefighter represents a potential savings of \$29,701 per year compared to a full-time firefighter assigned to a 56-hour schedule. The projected savings are based on a max hourly rate of \$21/hour. The current average hourly rate for part-time firefighters is \$16.40, so additional savings are anticipated. The CBA limits the number of part-time firefighters per shift to two, so the total savings of six part-time firefighters are listed below.

**Table 69: Personnel Savings from Part-Time Firefighters**

Number of Part-Time FF Used	Savings
1	\$29,701
2	\$54,402
3	\$89,103
4	\$118,804
5	\$148,505
6	\$178,206

The table below shows the total cost of both the 5-person and 6-person minimum staffing model along with the potential reduced cost based on how many part-time firefighters are incorporated into the staffing strategy.

**Table 70: Impact of Part-Time Firefighters on Personnel Costs**

Deployment Model	Base Cost	Cost with 1 PT FF	Cost with 2 PT FF	Cost with 3 PT FF	Cost with 4 PT FF	Cost with 5 PT FF	Cost with 6 PT FF
5-Person Minimum	\$2,950,459	\$2,950,459	\$2,950,459	\$2,950,459	\$2,950,459	\$2,950,459	\$2,950,459
6-Person Minimum	\$3,218,474	\$3,218,474	\$3,218,474	\$3,218,474	\$3,218,474	\$3,218,474	\$3,218,474

A workload analysis for the proposed model was completed based on the historical experience of both agencies including total calls and a time-on-task (TOT) ratio of 64.73 minutes per call. The current workload is within the capabilities of the proposed units so their additional capacity was calculated using a workload cap of .15 UHU for 24-hour Engines, .25 UHU for 24-hour Ambulances, and .45 UHU for 8-12-hour Ambulances. These workload caps ensure that personnel have adequate time for administrative tasks, training, meal breaks, and rest periods. Based on this analysis the engine can absorb an additional 964 calls before reaching capacity and the ambulance can absorb an additional 352 calls before reaching capacity.

**Table 71: Projected Unit Capacity**

Unit Type	Model Call Count	Projected UHU	Capacity for Growth – Call Count	Capacity for Growth – % Increase
ALS Engine - 24hr	538	5.4%	964	179%
ALS Ambulance - 24hr	1728	20.8%	352	20%
<b>Totals</b>	<b>2266</b>		<b>1316</b>	<b>58%</b>

**Financial Implications**

The projected cost of the proposed model was calculated using historical revenues and expenditures as reported by the agencies. The following assumptions were utilized to develop the projected revenue and operating costs.

- All non-transport EMS revenue, such as the county contribution, currently collected by the City of Livingston would transfer to the new consolidated system.
- Salary and benefits are consistent with LFR’s current CBA.
- Overtime costs are not included. If the department staffs to the recommended staffing levels, overtime related to minimum staffing should be minimal.
- Personnel costs related to IFT are not included in the 911 models.
- Overhead costs remain consistent with LFR’s historical experience.
- Administrative costs include salary and benefits for the Chief and \$75,000 to contract for additional administrative support

**Table 72: Revenue vs Expenditures for the Consolidated Model with Contract Administrative Services**

Type of Revenue/Expenditure	5-Person Minimum Staffing	6-Person Minimum Staffing
District Revenue (All revenue minus grants and donations)	\$894,401	\$894,401
Additional Fire Tax Revenue from the City Residents	\$619,222	\$619,222
City Base EMS Revenue (All EMS revenue minus transport charges)	\$1,142,813	\$1,142,813
911 Transport Revenue (\$905.99 per transport)	\$853,439	\$853,439
<b>Total Revenue</b>	<b>\$3,509,875</b>	<b>\$3,509,875</b>
Administrative Costs (Chief & Contract Services)	\$219,000	\$219,000
Operating Costs (Salary, Benefits, & Overhead)	\$2,950,459	\$3,218,474
<b>Total Expenditures</b>	<b>\$3,169,459</b>	<b>\$3,437,474</b>
<b>Total</b>	<b>\$340,416</b>	<b>\$72,401</b>

In case the consolidated system is unable to contract for the necessary administrative functions, an additional financial model is provided that includes the two previously mentioned administrative positions.

**Table 73: Revenue vs Expenditures for the Consolidated Model with Full-Time Administrative Support**

Type of Revenue/Expenditure	5-Person Minimum Staffing	6-Person Minimum Staffing
District Revenue (All revenue minus grants and donations)	\$894,401	\$894,401
Additional Fire Tax Revenue from the City Residents	\$619,222	\$619,222
City Base EMS Revenue (All EMS revenue minus transport charges)	\$1,142,813	\$1,142,813
911 Transport Revenue (\$905.99 per transport)	\$853,439	\$853,439
<b>Total Revenue</b>	<b>\$3,509,875</b>	<b>\$3,509,875</b>
Administrative Costs (Chief & 2 FTE Admin Positions)	\$326,000	\$326,000
Operating Costs (Salary, Benefits, & Overhead)	\$2,950,459	\$3,218,474
<b>Total Expenditures</b>	<b>\$3,276,459</b>	<b>\$3,544,474</b>
<b>Total</b>	<b>\$233,416</b>	<b>(\$34,599)</b>

The financial models above illustrate the operating costs required to maintain the same level of service the community experiences today. Since the majority of call demand is centered in and around Livingston with the majority being EMS related, the operating costs closely mimic LFR’s current expenditures. However, Fitch recognizes that the District volunteers are an important part of the service delivery model and can serve as a force multiplier on large personnel intensive incidents. The models below include additional costs related to operating the volunteer programs currently in place by the District such as pay-per-call, training, meals, and scholarships.

**Table 74: Revenue vs Expenditures for the Consolidated Model with Contract Administrative Services and Volunteer Expenditures**

Type of Revenue/Expenditure	5-Person Minimum Staffing	6-Person Minimum Staffing
District Revenue (All revenue minus grants and donations)	\$894,401	\$894,401
Additional Fire Tax Revenue from the City Residents	\$619,222	\$619,222
City Base EMS Revenue (All EMS revenue minus transport charges)	\$1,142,813	\$1,142,813
911 Transport Revenue (\$905.99 per transport)	\$853,439	\$853,439
<b>Total Revenue</b>	<b>\$3,509,875</b>	<b>\$3,509,875</b>
Administrative Costs (Chief & Contract Services)	\$219,000	\$219,000
Operating Costs (Salary, Benefits, & Overhead)	\$2,950,459	\$3,218,474
Volunteer Operating Costs (Pay per call, training, scholarships, equipment, meals, etc.)	\$279,190	\$279,190
Additional District Expenditures (Maintenance, Debt., etc.)	\$169,771	\$169,771
<b>Total Expenditures</b>	<b>\$3,618,420</b>	<b>\$3,886,435</b>
<b>Total</b>	<b>(\$108,545)</b>	<b>(\$376,560)</b>

**Table 75: Revenue vs Expenditures for the Consolidated Model with Full-Time Administrative Support and Volunteer Expenditures**

Type of Revenue/Expenditure	5-Person Minimum Staffing	6-Person Minimum Staffing
District Revenue (All revenue minus grants and donations)	\$894,401	\$894,401
Additional Fire Tax Revenue from the City Residents	\$619,222	\$619,222
City Base EMS Revenue (All EMS revenue minus transport charges)	\$1,142,813	\$1,142,813
911 Transport Revenue (\$905.99 per transport)	\$853,439	\$853,439
<b>Total Revenue</b>	<b>\$3,509,875</b>	<b>\$3,509,875</b>
Administrative Costs (Chief & 2 FTE Admin Positions)	\$326,000	\$326,000
Operating Costs (Salary, Benefits, & Overhead)	\$2,950,459	\$3,218,474
Volunteer Operating Costs (Pay per call, training, scholarships, equipment, meals, etc.)	\$279,190	\$279,190
Additional District Expenditures (Maintenance, Debt., etc.)	\$169,771	\$169,771
<b>Total Expenditures</b>	<b>\$3,725,420</b>	<b>\$3,993,435</b>
<b>Total</b>	<b>(\$215,545)</b>	<b>(\$483,560)</b>

**Advantages and Disadvantages**

A consolidated model provides an opportunity to reduce administrative and overhead costs, but the operational savings are limited since neither agency has fully developed career systems. A consolidation represents a significant organizational and cultural change to both organizations and both agencies should consider whether they are committed to its success before proceeding.

**Advantages**

The consolidated model represents an opportunity to reduce duplicative costs including one of the fire chiefs, facilities, and apparatus. While this may not represent significant annual savings it should provide a more significant decrease in long-term capital costs. Additionally, a consolidation could make approximately \$1.3 million in Livingston general fund revenue available for other priorities.

Based on the current workload, the consolidated system is capable of absorbing any additional workload associated with the continued growth and development of the community. The recommended units should be able to absorb an additional 1316 responses across the two units.

If the consolidated system is successful, it may provide an opportunity for other districts in Park County to consolidate as well. As additional districts consolidate, more savings should be realized.

Finally, a consolidated system would function under the authority of a single fire chief, meaning policies and procedures would apply to all personnel. This operational alignment should increase the department’s overall effectiveness.



**Disadvantages**

The consolidation of two agencies with vastly different organizational structures, cultures, and procedures can be difficult to successfully implement. If all stakeholders including the city, district, and collective bargaining unit aren't fully committed to successfully navigating the various obstacles it represents a real threat to the success of a consolidated system and ultimately service delivery.

The city would effectively outsource core services and have limited control over the level and types of services provided. Additionally, city residents would experience an increase in taxes, without any appreciable improvement in services.

**Non-Consolidated Fire and EMS**

The non-consolidated model assumes the two agencies remain independent departments. LFR would continue to provide EMS services to the entire county and fire services to the City of Livingston and a 5-mile area outside of the city limits. The District would continue as a largely volunteer agency providing primarily non-EMS service to Park County Rural Fire District #1 and mutual aid to the City of Livingston.

**Organizational Structure**

The organizational structure for a non-consolidated system would remain consistent with each existing agency's current structure. LFR would continue to report to the city manager and District personnel would continue to be managed by the Board of Trustees.

Both agencies would likely retain their own Fire Chief to manage daily operations. Like the consolidated model, LFR would utilize three battalion chiefs to support the Chief and provide shift oversight. While call demand alone does not require a battalion chief assigned to each shift, they do provide the necessary administrative support for LFR. Each battalion chief should be assigned major areas of responsibility for support services including training, EMS QA/QI, logistics/fleet, and community risk reduction. Due to the limited daily staffing, the battalion chief will need to remain operationally flexible and may be required to provide staffing for the engine or ambulance.

The chart below represents the proposed staffing level and organizational structure for LFR. It is based on a minimum daily staffing level of five and a staffing multiplier of 15%. Operational staffing utilizes full-time firefighters for the required minimum staffing to illustrate the maximum cost associated with the model. Since the majority of the call demand is associated with LFR units, staffing levels and structure for LFR are the same as in the consolidated system.

**Table 76: Consolidated Model- Required Staffing for a Minimum Staffing Level of 5**

	Minimum Seats per Shift	Number of Shifts	Number of Seats Required	Relief Factor (15%)	Number of Personnel Required
3-platoon	5	3	15	2.25	17.25

Departments with smaller workforces such as the consolidated system may need to consider modifying the typical relief factor to ensure each shift can reliably provide adequate relief. For example, the typical relief factor above provides two of the three shifts with a relief firefighter, but any operational vacancies on the third shift would need to be filled using overtime. The chart below applies the relief factor of 15% to each shift and then rounds up before multiplying the number of personnel by the number of shifts. The models provided utilize the higher staffing factor to illustrate maximum costs.

**Table 77: Consolidated Model- Required Staffing for a Minimum Staffing Level of 5 with Modified Staffing Factor**

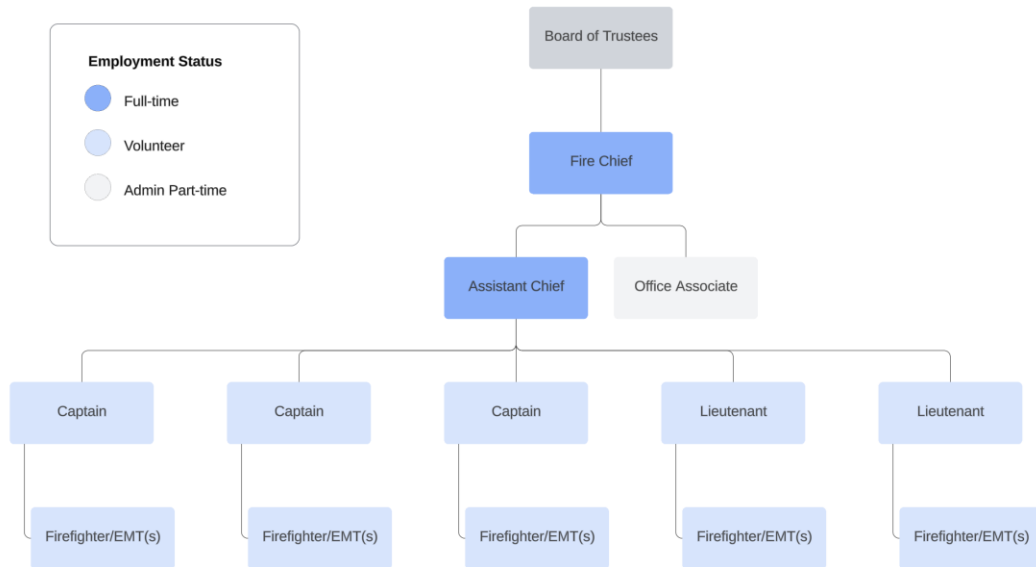
	Minimum Seats per Shift	Relief Factor (15%)	Number of Personnel per Shift (Rounded)	Number of Shifts	Number of Personnel Required
3-platoon	5	0.75	6	3	18

Finally, a proposed organizational chart is provided for LFR and the District separately.

**Figure 13: LFR Organizational Chart 5-Person Minimum Staffing**



**Figure 14: PCRFD1 Organizational Chart**



**Deployment Strategy and Modeled Performance**

This model will deploy to mirror current performance with an 8-minute Urban and 18-minute Rural Travel Time for emergent 911 calls.

The base deployment model includes a 2-person ALS engine, an ALS ambulance, and a Battalion Chief. The engine staffing would be dynamic, cross-staffing additional units including the ladder truck and a second ambulance based on call demand. Both units are programmed to provide service 24 hours a day by utilizing a 3-platoon or 56-hour work week. The total cost for this deployment model, inclusive of salary, benefits, and operating, are estimated to be \$2,950,459.

**Table 78: Deployment Costs- 5-Person Minimum Staffing**

Unit Type	Count	FTE Count	Total Personnel Cost	Overhead Costs	Total Costs
2-Person ALS Engine - 24hr	1	6.9	\$739,784	\$496,168	\$1,235,952
ALS Ambulance - 24hr	1	6.9	\$626,885	\$496,168	\$1,123,053
Battalion Chief – 24hr	1	3.5	\$527,857	N/A	\$527,857
Additional Relief	1	0.7	\$63,597	N/A	\$63,597
<b>Totals</b>	<b>2</b>	<b>18</b>	<b>\$1,958,123</b>	<b>\$992,336</b>	<b>\$2,950,459</b>

Alternatively, a deployment model that includes a 3-person engine is provided for comparison. Although the fire demand is relatively low within the community, the ability to deploy a total of six personnel to the scene of a fire increases their efficiency and effectiveness as it relates to fire attack and victim

rescue. The additional person also provides greater depth in capacity. In a scenario where two simultaneous EMS calls are received, the department would have the ability to respond with a 2-person ambulance to each incident while retaining two personnel to respond to a potential third call. This should allow the department to be less reliant on callbacks and reduce the costs related to them.

This increase in minimum staffing from five to six would cost an additional \$268,015. Alternatively, the system could rely on callbacks, volunteers, and mutual aid to complete the department’s effective response force for high-risk incidents.

**Table 79: Deployment Costs- 6-Person Minimum Staffing**

Unit Type	Count	FTE Count	Total Personnel Cost	Overhead Costs	Total Costs
3-Person ALS Engine - 24hr	1	10.4	\$1,053,226	\$496,168	\$1,549,394
ALS Ambulance - 24hr	1	6.9	\$626,885	\$496,168	\$1,123,053
Battalion Chief – 24hr	1	3.5	\$527,857	N/A	\$527,857
Additional Relief	1	0.2	\$18,170	N/A	\$18,170
<b>Totals</b>	<b>2</b>	<b>21</b>	<b>\$2,226,138</b>	<b>\$992,336</b>	<b>\$3,218,474</b>

The models are built utilizing full-time employees to illustrate the maximum potential cost, but LFR currently uses part-time or reserve firefighters as part of its minimum staffing strategy. This is a sound financial strategy assuming a sufficient cadre of qualified part-time personnel exists. Utilizing a part-time firefighter represents a potential savings of \$29,701 per year compared to a full-time firefighter assigned to a 56-hour schedule. The projected savings are based on a max hourly rate of \$21/hour. The current average hourly rate for part-time firefighters is \$16.40, so additional savings are anticipated. The CBA limits the number of part-time firefighters per shift to two, so the total savings of six part-time firefighters are listed below.

**Table 80: Personnel Savings from Part-Time Firefighters**

Number of Part-Time FF Used	Savings
1	\$29,701
2	\$54,402
3	\$89,103
4	\$118,804
5	\$148,505
6	\$178,206

The table below shows the total cost of both the 5-person and 6-person minimum staffing along with the potential reduced cost based on how many part-time firefighters are incorporated into the staffing plan.

**Table 81: Impact of Part-Time Firefighters on Personnel Costs**

Deployment Model	Base Cost	Cost with 1 PT FF	Cost with 2 PT FF	Cost with 3 PT FF	Cost with 4 PT FF	Cost with 5 PT FF	Cost with 6 PT FF
5-Person Minimum	\$2,950,459	\$2,950,459	\$2,950,459	\$2,950,459	\$2,950,459	\$2,950,459	\$2,950,459
6-Person Minimum	\$3,218,474	\$3,218,474	\$3,218,474	\$3,218,474	\$3,218,474	\$3,218,474	\$3,218,474

A workload analysis for the proposed model was completed based on the historical experience of LFR including total calls and time-on-task (TOT) ratio (64.73 minutes per call). The current workload is within the capabilities of the proposed units so their additional capacity was calculated using a workload cap of .15 UHU for 24-hour Engines, .25 UHU for 24-hour Ambulances, and .45 UHU for 8-12-hour Ambulances. These workload caps ensure that personnel have adequate time for administrative tasks, training, meal breaks, and rest periods. Based on this analysis the engine can absorb an additional 1213 calls before reaching capacity and the ambulance can absorb an additional 352 calls before reaching capacity.

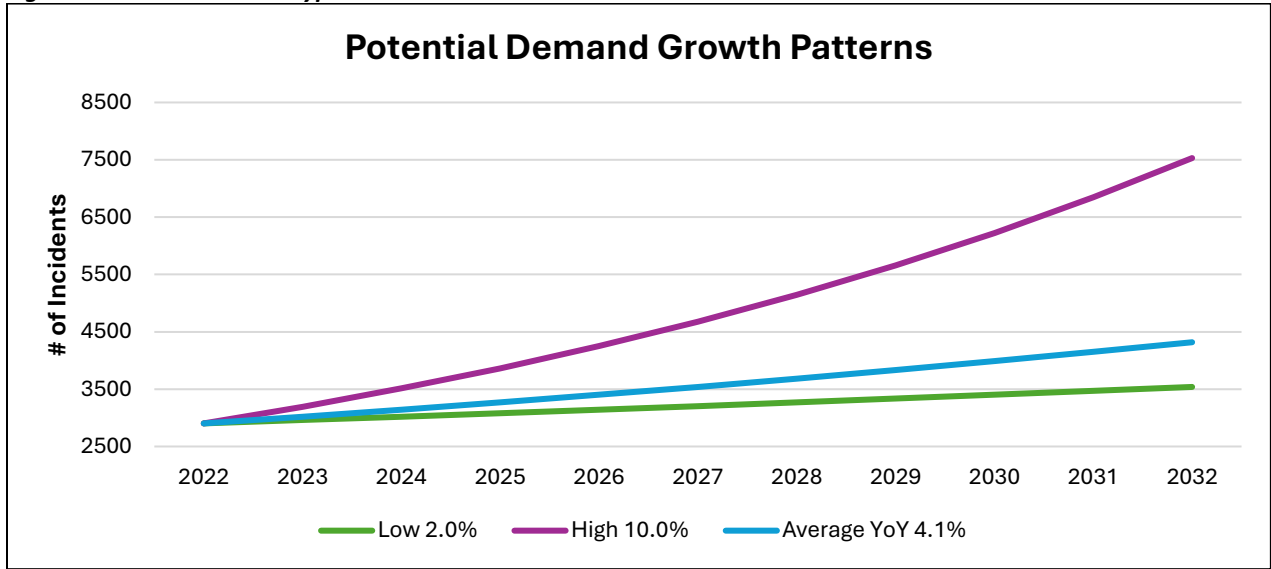
**Table 82: Projected Unit Capacity**

Unit Type	Model Call Count	Projected UHU	Capacity for Growth – Call Count	Capacity for Growth -Percent Increase
ALS Engine - 24hr	289	2.9%	1213	420%
ALS Ambulance - 24hr	1728	20.8%	352	20%
<b>Totals</b>	<b>2017</b>		<b>1565</b>	<b>78%</b>

The figure below depicts observed call volume during the last three-year reporting periods and various hypothetical growth scenarios for the next 10 years. These projections should be used with caution due to the variability in growth observed across prior calendar years. In all cases, data should be reviewed annually to ensure timely updates to projections and utilization of a five-year rolling average.

Using these growth projections along with the workload analysis above, the agency can predict how long the proposed model will continue to operate effectively. Utilizing the two most likely growth scenarios of average and low, the model should continue to perform reliably for the next 3 – 8 years before needing reinvestment. Due to the variability of growth, the department should evaluate call demand, workload, and performance measures annually to determine if the model needs to be adjusted.

Figure 15: Observed and Hypothetical Growth in Call Volume



**Financial Implications**

The projected cost of the proposed model was calculated using historical revenues and expenditures as reported by LFR. The following assumptions were utilized to develop the projected revenue and operating costs.

- All non-transport EMS revenue, such as the county contribution remains consistent.
- Salary and benefits remain consistent with the current CBA.
- Overhead costs remain consistent with LFR’s historical experience.
- Administrative costs include salary and benefits for the Chief.
- Overtime costs are not included. If the department staffs to the recommended staffing levels, overtime related to minimum staffing should be minimal.
- Personnel costs related to IFT are not included in the 911 models.

Table 83: Revenue vs Expenditures for the Consolidated Model

Type of Revenue/Expenditure	5-Person Minimum Staffing	6-Person Minimum Staffing
City General Fund Revenue	\$1,299,315	\$1,299,315
City Base EMS Revenue (All EMS revenue minus transport charges)	\$1,142,813	\$1,142,813
911 Transport Revenue (\$905.99 per transport)	\$853,459	\$853,439
<b>Total Revenue</b>	<b>\$3,295,587</b>	<b>\$3,295,567</b>
Administrative Costs (Chief)	\$144,000	\$144,000
Operating Costs (Salary, Benefits, & Overhead)	\$2,950,459	\$3,218,474
<b>Total Expenditures</b>	<b>\$3,094,459</b>	<b>\$3,362,474</b>
<b>Total</b>	<b>\$201,128</b>	<b>(\$66,907)</b>

## ***Advantages and Disadvantages***

A non-consolidated option maintains the current operating structures and limits the amount of change the agencies would experience. It provides the same level of service currently provided but limits the ability to reduce duplicative administrative costs such as the salary and benefits for two chiefs.

### **Advantages**

The non-consolidated model maintains the existing agency structures including labor agreements. Although consolidation poses a potential savings, it is not a significant savings and the difficulty navigating a consolidation could result in conflict and poor morale for years to come.

Based on the current workload, the existing system is capable of absorbing any additional workload associated with the continued growth and development of the community. The recommended units should be able to absorb an additional 1316 responses across the two units.

Finally, by maintaining separate departments, the city retains full control of all core public safety services provided to its residents.

### **Disadvantages -**

Maintaining two distinct agencies when the call demand doesn't warrant, results in increased costs related to apparatus, equipment, and administrative overhead. The District doesn't currently have any paid operational line personnel, but if they were to add them in the future, the potential savings of a consolidated system would increase.

Not consolidating surrenders the potential revenue it would create by extending the District's taxing authority to the City of Livingston. Additionally, the city would need to continue to fund fire services through general fund revenue.

Although not immediately, the City will lose the ability to annex into the District if it becomes a Class 1 city. While a Class 1 city doesn't appear to have any additional requirements for fire and EMS services above what LFR is currently providing, they would be obligated to maintain service as call demand and population grows.

## **Interfacility Transfers**

Interfacility transfers (IFT) are not required but provide an opportunity to generate additional revenue for the agency. In addition, IFTs can provide a valuable service to the community if sufficient third-party providers aren't present in the region. The proposed model for IFTs is independent of whether the agencies consolidate or not.

**Deployment Strategy and Modeled Performance**

The proposed model provides IFT services Monday – Friday from 0800 – 1600 by staffing a dedicated unit. Limiting the availability of IFT services to Monday – Friday captures the majority of the demand while limiting the associated personnel cost. If desired, IFT requests outside of the identified timeframe could be considered utilizing callback personnel or overtime of IFT staff.

It is recommended that the required IFT staffing is achieved by utilizing part-time firefighters. That’s not to suggest that the part-time firefighters have to be physically assigned to the IFT unit, but they would provide sufficient staffing during the given time period to place the IFT unit in service. The chart below provides the personnel costs required to staff an ambulance 8 hours a day, 5 days a week. A maximum rate of \$21/hour was used for part-time firefighters to represent the maximum cost potential.

**Table 84: Personnel Cost for 8-Hour Ambulance Staffed with Reserve Firefighters**

8hr Ambulance	Seats	FTEs	FTE Type	Staffing Cost
Reserve Firefighter 40/hr wk	2	2.0	Uniformed	\$87,360

For comparison, the cost of utilizing full-time personnel is provided as well.

**Table 85: Personnel Cost for 8-Hour Ambulance Staffed with Full-time Firefighters**

8hr Ambulance	Seats	FTEs	FTE Type	Staffing Cost
Firefighter 40/hr wk	2	2.0	Uniformed	\$173,448

Alternatively, if the Community Paramedic’s workload allows, they could be paired with one reserve firefighter or full-time Firefighter to provide community paramedic services and IFTs. This would reduce the associated personnel costs by half but slightly reduce unit availability.

When not committed, a dedicated IFT unit also provides additional capacity for 911 services while reducing the costs associated with callback and transfer incentives. If sufficient part-time staffing isn’t available to place the IFT unit in service, then IFTs are denied without impacting 911 service.

A workload analysis for the proposed model was completed based on the historical experience of IFTs including the time-on-task (TOT) for transports (70.4 minutes per call). There was a discrepancy in the number of IFTs included in the CAD data and the number reported by the EMS billing company. To offer the most conservative approach the demand utilizes the 606 IFTs included in the CAD data while the potential revenue generated uses the 319 IFTs reported by the EMS billing company.

**Table 86: Projected Unit Growth Capacity**

Unit Type	Model Call Count	Projected UHU	Capacity for Growth – Call Count	Capacity for Growth – % of Increase
ALS Ambulance - 8hr	606	34.9%	176	29%

A Monday – Friday ambulance would capture 563 or 93% of the IFT demand assuming all IFT can be achieved between the hours of 0800 – 1600. The unit would also have the capacity to absorb an additional 176 IFTs. To maximize demand, the service along with its operating hours should be communicated to local facilities.



Additionally, all requests for service should be documented inclusive of the day of week, time of day, and disposition (accepted or declined). This will provide the agency with the information required to evaluate the potential for expanding the operating hours in the future.

**Table 87: CY 2022 IFT Demand - All Jurisdictions**

Day of Week	2022 IFT Count - ALL	Avg/Day
Sunday	43	0.83
Monday	58	1.12
Tuesday	139	2.67
Wednesday	77	1.48
Thursday	131	2.52
Friday	60	1.15
Saturday	98	1.85
<b>Total</b>	<b>606</b>	<b>1.66</b>

**Financial Implications**

Based on the data reported by the EMS billing provider, LFR billed for 319 IFTs in FY23 and collected a total of \$407,209 for a cash per trip of \$1,276.52.

**Table 88: Cash Value per Interfacility Transfer**

	FY21 (Actual)	FY22 (Actual)	FY23 (Actual)
Interfacility Transfers	393	389	319
Cash Collected	\$585,365	\$595,042	\$407,209
Cash per Trip	\$1,489.48	\$1,529.67	\$1,276.52

The revenue projections below include options for part-time and full-time staffing and represent the revenue generated by the current demand and the potential revenue if the unit operated at full capacity assuming the CAD data represents unmet demand.

**Table 89: IFT Revenue versus Expenditures with Part-Time Personnel**

Type of Revenue/Expenditure	319 Transports	606 Transports
IFT Transport Revenue (\$1,276.52 per transport)	\$407,209	\$998,239
Operating Costs (Salary, Benefits, & Overhead)	\$149,661	\$143,411
<b>Total</b>	<b>\$257,548</b>	<b>\$854,828</b>

**Table 90: IFT Revenue versus Expenditures with Full-Time Personnel**

Type of Revenue/Expenditure	319 Transports	606 Transports
IFT Transport Revenue (\$1,276.52 per transport)	\$407,209	\$998,239
Operating Costs (Salary, Benefits, & Overhead)	\$235,749	\$229,499
<b>Total</b>	<b>\$171,460</b>	<b>\$768,740</b>

According to the providing billing data, IFTs can create a positive cash flow for the agency if it can control the associated personnel costs and maintain demand for the service. Currently, there are no contracts or agreements in place with local facilities so a third-party provider could siphon off demand, effectively reducing the amount of revenue generated by the agency. If the agency is unable to acquire agreements with local facilities, it should use caution in applying IFT revenues to ongoing expenses not related to IFT. Additionally, the agency should continuously monitor demand and revenues and adjust the model accordingly.

**Recommendation:**  
The City should implement a system for tracking IFT requests and services, to include ensuring data agreement between their CAD system and billing company.

**Recommendation:**  
The City should work to secure service contracts for IFT work prior to staffing a unit primarily focused on IFT work.

## ALTERNATIVE TO CONSOLIDATION

If it is determined that consolidation is not in the best interests of the City of Livingston, then the agencies may want to consider pursuing the functional consolidation of key areas. LFR and PCRFD1 are dependent on each other to provide adequate service to their communities, particularly for labor-intensive incidents like Structure Fires, yet they lack common procedures and training standards.

LFR is an established organization and is in a unique position to provide cost-effective services to the District. By establishing a service contract, the District can achieve strategic goals that they may not be able to afford otherwise while allowing LFR to create additional support capacity. An illustrative scope for a service contract might include the following items:

- Policy and Procedure Development – LFR, in cooperation with the District, would be responsible for the development of common policies and procedures for emergency operations. Additionally, LFR would provide in-service training to District personnel on new policies and procedures.
- Training – LFR, in cooperation with the District, would be responsible for initial and ongoing training of District personnel. Training programs may include but are not limited to Firefighter 1 & 2, HM Operations, and EVOC.
- Fire Services – LFR would provide fire response to the entire District response area.

The District identified training and common operating guidelines as unmet needs during onsite interviews and since LFR utilizes the District to contribute to their effective response force, both agencies would benefit from a better trained and integrated workforce. Additionally, LFR currently has no training staff and this may present an option to increase their capacity while meeting the District’s needs.

LFR currently limits its response to fire calls within 5 miles of the city border. Extending their response to the entire district would ensure a consistent initial response while increasing the District’s effective response force to outlying areas. LFR already responds to all EMS calls in the district and the additional call demand associated with non-EMS calls could be accommodated within the proposed optimized staffing models as discussed previously in this report.

If this alternative is selected it is essential for LFR and the District to negotiate the specific requirements of the contract and any performance criteria associated. For example, which and how many training programs are to be delivered annually, what is the required process for policy approval, and what specific incident types would LFR respond to automatically.

**Recommendation:**  
 In the absence of consolidation, then the agencies should pursue the functional consolidation of key administrative and operational areas to ensure the most optimized and efficient collective service provision to their communities.

# STAKEHOLDER INPUT

## Park County Rural Fire District #1 – Observations from Site Visit

-On February 10, 2023, Fitch staff met with the Fire Chief, Deputy Chief, Association President, Treasurer, Chairperson, and Mr. Ron Lindroth for several hours. While much information was gathered for the discussions, the below represents some significant positions that will impact any efforts to achieve any form of consolidation.

**Data** – There was considerable discussion that the data that Mr. Lindroth has already collected represented a “detailed analysis” and that he had collected the important data that Fitch would need. The Chair asserted that she wants the best data to be used in an unbiased fashion. The group is not interested in “driving the outcome” but they see Mr. Lindroth’s work as solid with no need to drive deeper into his data.

**View of the City of Livingston** – Some concerns were raised that the City is focused on environmental issues and land use to the exclusion of all other issues.

**Park County** – There is no effort within Park County for code enforcement. There is limited new growth with most new homesites being 1-10 acres. There is significant pushback to growth and no apparent appetite for economic development.

**Service Delivery** – The District’s goal is to provide the best service they can for an affordable price, and that they want to make it better with what they must work with. There is interest in increasing professionalism and training. There is an apparent overall satisfaction with the response times as there has been no outcry from the public. Concerns were shared that a career approach would not have any real impact on fire losses due to the high travel times in the District (presumed same service model).

**Fiscal Matters** – The District acknowledges they fall short on funding and face staffing struggles. Residents in the rural area would not support rural budget assets going to the City. Cities may impose impact fees, but districts can’t.

**Staffing and Personnel** – Concerns were shared that within the region, smaller rural departments are “aging out” with no replacement streams. It was asserted that ranchers would oppose any plan that had personnel costs at 70% and that there have been members on the Board to ensure such. The District uses student staffing for nights and weekends.

**Wildland and Enterprise Fund** – There is considerable year to year variability with wildland deployments. This creates some variability in the overall budget. Deployments are reported to provide an approximately 50% “profit”. While this is referred to as an enterprise fund, there are no restrictions as to how the funds are used. There can be a considerable “tail” on the deployment reimbursements.

**Positions** – It was asserted that one County agency is likely a better option for now. The two entities could form a new entity, but a Fire Authority is not currently permitted.

**Operations** – There is a joint training facility with limited capabilities. Concerns were expressed regarding a work/life balance due to the demands of the fire chief and deputy chief positions. The Deputy Chief spoke of scenes where they operated in a “dual command” environment (which is inconsistent with national standards). While the City and the District run calls together in a defined five-mile radius, they do not operate with agreed upon operations plans. The District reports that they have no standardized operating procedures.

## Overview

The District asserts that all data that would be needed can be found in Mr. Lindroth’s reports and that no further deep dive for data is required.

Due to a variety of concerns, and a significant divide between the City and the District in terms of priorities, the District does not see the City supporting any changes.

The service delivery currently provided appears to satisfy the community, especially considering the available resources.

Concerns exist about any transition to a “union shop” and a place for the District Staff to land.

Concerns were expressed by District staff about their workload and the inability to find time for critical issues. The description of “dual command” and the lack of standard operational plans presents a significant health and safety concern that should be placed upon the District’s highest priorities.

## City of Livingston – Observations from Site Visit

On February 9, 2023, Fitch staff met with the Livingston City Manager, Fire Chief, Deputy Chief, the Planning Director, and Dispatch Staff. The City Attorney was scheduled but not available. In a separate meeting on that same day, Fitch staff met with IAFF Local 630 officials.

**View of the Park County Rural District #1** – The group was clear that a large divide exists on nearly every topic between City and County residents with very strong philosophical differences in taxation. Anecdotally, newer residents relocating to the City, and some to the County, have a higher expectation of services levels than native Montana residents based upon where they came from. Native Montanans are resistant to taxes. The group asserted that the citizens in the rural areas are satisfied, or at least tolerant of the long response times in the District. The Fire Chief sees the Rural District struggling with staffing during the day, but experiences better staffing at nights due to Helena college students.

**Service Delivery** – The City of Livingston and Rural District have very different operational models.

Volunteer callbacks are done when the first EMS unit is dispatched. The group asserted that the dependance of off-duty staffing is not sustainable and that such callbacks are exacting a toll on off-duty responders. The availability of lucrative off-duty work providing fire protection at the nearby Yellowstone Club has impacted availability for callback coverage.

The crews are left to decide if they respond with 2 or 3 persons on an EMS response based upon “their sense of how serious the calls sounds” with the information they are provide. When three people respond, it may leave just one person on duty in the station for an undetermined period. No Emergency Medical Dispatching Protocols are used.

There are no “backstops” with EMS calls and no routine mutual aid exists for EMS except for mass casualty incidents.

**Planning and Development** – The Planning Director predicted no new growth until two current development lawsuits are resolved. Two subdivisions were denied that proposed between 100 and 300

homes. The best growth options are on the north side of the tracks. The City is not looking to annex and is more focused on in-fill. She reported no known plans for high service demand facilities such as nursing homes or assisted living facilities. There is an estimated population growth of 2,000 people by 2030.

**Overview**

Due to a variety of concerns, and a significant divide between the City and the District on priorities, approaches, and funding levels, the City does not anticipate the District supporting any changes.

The service delivery currently provided appears to satisfy the community, especially considering the available resources.

# RECOMMENDATIONS

The following is a listing of recommendations contained within this report, in the order in which they appeared.

**Recommendation:**  
The City of Livingston should evaluate and determine if the consolidation of fire/EMS services is in its best long-term interests based on operational, fiscal, and political considerations before it reaches Class 1 status.

**Recommendation:**  
The agency/s should base operational decisions on geographical and workload demands without regard to demographic distinctions.

**Recommendation:**  
If the Agency chooses to provide a Battalion Chief position, it should be consistently aligned with each shift for round-the-clock coverage as well as consistent supervision and administration.

**Recommendation:**  
The battalion chief positions should each have clearly defined administrative and support responsibilities assigned to them to account for all required elements of the organization’s management and administration.

**Recommendation:**  
If consolidation is attempted, sufficient time and effort should be made to ensure a workplace culture that values the career staff, the volunteers, and the college students, presuming all are part of the combined approach.

**Recommendation:**  
Careful thought should be given to space considerations for administrative staff, operational forces, apparatus needs, training, and overnight housing needs that are consistent with whatever the revised organizational structure may be.

**Recommendation:**  
The agencies should establish and fund a long-term apparatus replacement plan that is consistent with national standards.

**Recommendation:**  
If the City elects to pursue consolidation with the District, it should engage the local IAFF labor unit at the outset to establish commonality in purpose for the reconfiguration of the CBA as required.

**Recommendation:**  
The City of Livingston should evaluate their cost allocation practice to provide greater detail and tracking for expenditures related to the Fire and EMS programs.

**Recommendation:**  
The cash value per transport assumption utilized for modeling should be confirmed by the City’s internal finance department and the third-party EMS billing vendor.

**Recommendation:**

To better assess the fiscal viability of IFT's, all IFT requests should be tracked, whether fulfilled or declined, with data regarding the basis for the action.

**Recommendation:**

The City Finance Department, working with LFR, should establish more robust performance and reporting expectations for their billing vendor in accordance with best practice EMS revenue cycle management.

**Recommendation:**

LFR should evaluate the viability of a service provider agreement with the hospital/s with defined scope of service and hours of service. LFR should periodically evaluate their ability to meet the IFT demand with current staffing and proposed staffing strategies.

**Recommendation:**

*FITCH* recommends that the Agency adopt an upper UHU threshold for 24-hour units at 0.30 and 8 to 12hr units at .45 with a .05 trigger to begin planning for additional resources.

**Recommendation:**

The City should update its data capture, export, and reporting capabilities to align with best practices for current and future system performance monitoring and planning.

**Recommendation:**

Assuming consolidation into the District, the City should evaluate its willingness and cost to provide the District with essential administrative support services to the extent it currently does for LFR.

**Recommendation:**

In a consolidated environment, the fleet size should be reduced as depicted in Table 35.

**Recommendation:**

If consolidated, the parties should conduct a facility assessment to determine the most suitable approach for housing the consolidated fleet in support of both normal operations and reserve or standby equipment.

**Recommendation:**

A reinvestment plan for liberated general fund dollars, or a tax roll-back strategy should be developed with community input as part of any consolidation planning.

**Recommendation:**

The Agency should develop a system for tracking and reporting on the use of paid leave to provide monitoring for the appropriate use of leave and operational staffing levels.

**Recommendation:**

The City should consider the value of savings and daily staffing concentrations associated with a 3-platoon shift schedule to improve overall staffing strength; understanding that any change would require impact bargaining with the labor unit.



**Recommendation:**

If the City pursues a 3-platoon schedule for LFR, they should also consider implementing a Kelly Day to offset the FLSA impacts, maintain a competitive incentive, and soften the transition from the 4-platoon system

**Recommendation:**

If the City pursues a 3-platoon schedule for LFR and maintains the Battalion Chief position, they should consider utilizing the associated savings to place a Battalion Chief on each shift and distribute essential administration functions among them.

**Recommendation:**

Both agencies should work diligently to reduce both their dispatch times and turnout times and evaluate the implementation of a Priority Dispatch system.

**Recommendation:**

Based on the disparate population densities and historical demand in Livingston and Park County, it is recommended that the City or consolidated Agency consider adopting a differentiated service model. This approach utilizes an urban performance standard in high demand urban areas and a rural performance standard in low demand rural areas.

**Recommendation:**

A benchmark travel time of 8-minutes in the urban areas and 18-minutes in the rural areas should be considered for formal adoption. Once adopted, this metric becomes a tool by which to evaluate the impacts of growth and future resource needs.

**Recommendation:**

The dissolution of the Fire District model is not recommended for further consideration.

**Recommendation:**

No further consideration should be given to an EMS only model under the City of Livingston. In addition to the pension implications, this would essentially cede fire protection to the District while still incurring at least 80% of their former financial obligations to keep running EMS.

**Recommendation:**

The City should work to ensure their EMS billing vendor services are able to provide best practice performance along with data retention, validation, and reporting capabilities for all elements of EMS transport revenue management.

**Recommendation:**

The City should implement a system for tracking IFT requests and services, to include ensuring data agreement between their CAD system and billing company.

**Recommendation:**

The City should work to secure service contracts for IFT work prior to staffing a unit primarily focused on IFT work.

**Recommendation:**

In the absence of consolidation, then the agencies should pursue the functional consolidation of key administrative and operational areas to ensure the most optimized and efficient collective service provision to their communities.



**File Attachments for Item:**

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



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

**DATE:** December 17, 2024

**TO:** Chair Kahle and City Commissioners

**FROM:** Jennifer Severson, Planning Director

**RE:** Staff Report **for Text Amendments to Chapter 30 of the Livingston Municipal Code related to Accessory Dwelling Units (ADUs) and Two (2) Family Dwellings**

**Recommendation and Summary**

Staff recommends the Commission approve the proposed text amendments to the City of Livingston Zoning Code Chapter 30 by adopting the following motion:

**"I move to approve the second reading of Ordinance 3056 to amend the City of Livingston Zoning Code Sections 30.40, 30.41, 30.43 and 30.51 related to Accessory Dwelling Units and Two-Family (Duplex) Dwellings and to authorize the Chair to sign Ordinance 3056."**

The reasons for the recommendation are as follows:

- The City must amend its zoning ordinance to comply with State-mandated changes to Montana Code Annotated.
- Staff has included additional language beyond the state mandates to ensure increased density that results from additional ADUs and Duplexes remains consistent with current zoning allowances.

**Introduction and History**

The 2023 Montana Legislature passed legislation related to municipal zoning regulations for Accessory Dwelling Units (ADUs) and Duplexes. The laws were initially slated to take effect on January 1, 2024; however, a preliminary injunction was granted to stay the implementation pending a lawsuit. The injunction was lifted in September 2024 and the City of Livingston must now update its Zoning Ordinance to comply with the new state laws.



**Analysis**

Below are bills passed by the 2023 State Legislature that necessitate this zoning code update and a brief summary of the impacts to the City's existing zoning code:

SB 323: Provides that a duplex (two-family) housing unit is allowed on each lot where a single-family use is permitted. Currently, only Low Density Residential (RI) and Residential Mobile Home (RMO) districts allow single family homes but do not allow duplexes. The mandated code updates will allow duplex development in these districts.

SB 528: Provides that an Accessory Dwelling Unit (ADU) is allowed on each lot where a single-family use is permitted, which is already allowed under the current zoning code, with the exception of the CBD and RMO zoning districts. Based on feedback from the City Commission at its November 21, 2023 meeting, staff proposes that the City's zoning code be revised to limit ADUs to single-family uses only. ADUs will not apply to two (2) family and multi-family dwellings. This bill also establishes restrictions against regulating parking and design aesthetics, assessing impact fees, and maximum floor areas for ADUs. Currently the City waives 50 percent of impact fees for ADUs and requires one off-street parking space. Under the new state law, 100 percent of impact fees must be waived for ADUs and no off-street parking can be required.

The sections in the Livingston Zoning Ordinance that will be affected by this update include Table 30.40 List of Uses, Table 30.41 Residential Density requirements (bottom footer notes), Sec 30.43 Accessory Dwellings, and Sec 30.51 Off Street Parking and Loading Zones (required parking table).

At its October 24, 2024 meeting, the Consolidated Land Use Board approved the staff recommended changes to the zoning code by a vote of 5-0. However, concerns were expressed by several board members about the impacts of new development on the City's utility systems and its ability to provide services within the limitations of the state mandate to waive impact fees for ADUs.

A version of the applicable Zoning Code is attached showing language removed (red strikethrough) and proposed code language (blue text) (Attachment 1). Revisions requested by the City Commission at its November 19, 2024 meeting are highlighted in yellow in the attached ordinance.

**Criteria and Guidelines for Zoning Regulations (MCA 76-2-304):**

- (1) Zoning regulations must be:*
  - (a) made in accordance with a growth policy:*

Staff Comments:



- The majority of the proposed amendments are mandated by the State. Staff has included language that ADUs do not apply to Two-Family (Duplex) or Multi-Family (3 or more) dwellings so that any increase in density resulting from additional ADUs is consistent with current zoning allowances. Staff finds the amended code language does not conflict with the Growth Policy or the manner in which the City's Zoning Ordinance supports the goals and strategies identified in the Growth Policy.

*(b) designed to:*

*(i) secure safety from fire and other dangers;*

Staff Comments:

- Staff does not anticipate the proposed amendments will affect the threat of fire or other danger on the public.

*(ii) promote public health, public safety, and the general welfare; and*

Staff Comments:

- The proposed amendments are not anticipated to negatively impact public health, safety or welfare as they will result in minimal density increase beyond what is allowed under the current zoning code.

*(iii) facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.*

Staff Comments:

- It is not anticipated the proposed text amendments will impact the adequate provision of transportation, water, sewerage, schools, or parks.

*(2) In the adoption of zoning regulations, the municipal governing body shall consider:*

*(a) reasonable provision of adequate light and air;*

Staff Comments:

- It is not anticipated the proposed text amendments will impact the reasonable provision of adequate light or air. No changes are proposed to building setbacks or height limits.

*(b) the effect on motorized and nonmotorized transportation systems;*

Staff Comments:



- Although the proposed code update will eliminate off-street parking requirements for ADUs, it is not anticipated the proposed changes will significantly impact motorized and nonmotorized transportation systems.

*(c) promotion of compatible urban growth;*

Staff Comments:

- Staff does not find the proposed amendments to be incompatible with the City’s existing urban growth pattern. No changes are proposed to existing building setbacks or height allowances which will help to preserve existing community character.

*(d) the character of the district and its peculiar suitability for particular uses;*

Staff Comments:

- It is not anticipated that the proposed text amendments will adversely impact the character of any zoning district nor its suitability for particular uses.

*(e) conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area.*

Staff Comments:

- It is anticipated that the proposed text amendments will encourage the most appropriate use of land in the City of Livingston, while not adversely impacting the building values in the City.

Therefore, the proposed updates to the City of Livingston Zoning Code comply with MCA 76-2-304 for Zoning Regulations.

**Fiscal Impact**

Although staff does anticipate that the full waiver of impact fees for new ADUs will result in adverse financial impacts to the City, the proposed text amendment is required to comply with state law.

**Strategic Alignment**

Although the proposed zoning code amendments are required to comply with State-mandated updates to Montana Code Annotated, they also support the following strategies and objectives identified in the Growth Policy:





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

*Strategy 3.1.1.2:* Evaluate and amend the zoning ordinance to allow for higher densities and wider land uses in areas that can support such development.

*Strategy 3.1.1.8:* Reduce urban sprawl through compact development consistent with the Future Land Use Map of this Growth Policy.

*Strategy 5.1.1.2:* Consider implementing the recommendations of the Housing Action Plan (HAP).

*HAP Recommendation #9: General Zoning Reform & Flexible Development Standards-* removing barriers to building a variety of housing choices, which allows for homes of all shapes and sizes for people of all incomes.

**Staff Recommendation**

Based on the reasons stated above, Staff finds the proposed amendments to Chapter 30 comply with the requirements of State statute and support the goals, objectives and strategies identified in the Growth Policy. Therefore, Staff recommends the City Commission follow the recommendation of the Consolidated Land Use Board and adopt the text amendments as proposed by Staff and as shown in the attached Draft Ordinance 3056.

**Attachments**

- A. Redlined Draft Ordinance 3056 (revised)
- B. Copy of SB 528 – Accessory Dwelling Units (ADUs)
- C. Copy of SB 323 - Duplexes

**ORDINANCE NO. 3056**

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

**Preamble.**

The purpose of this Ordinance is to promote public health, safety and general welfare of the City by regulating the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population, and the location and use of buildings, structures, and land for trade, industry, residence or other purposes.

\*\*\*\*\*

**WHEREAS**, the State of Montana has adopted legislation setting forth specific requirements that the City must follow in its administration of accessory dwelling units and duplex housing; and

**WHEREAS**, the City's zoning code does not currently comply with these State mandated requirements and must be made to comply with State law.

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Livingston, Montana, that Sections 30.40, 30.41, 30.43, and 30.51 of the Livingston Municipal Code be and the same are hereby amended with additions underlined and deletions struck through, as follows:

**Sec. 30.40. List of uses.**

Table 30.40 designates a list of uses permitted within a zoning district. Designated uses shall be permitted only in the zones indicated.

**Table 30.40**  
**List of Uses**

A = Allowed    S = Special Exception Permit Required    N = Not Allowed												
	R-I	R-II	RII-MH	R-III	RMO	NC <sup>1</sup>	MU	CBD <sup>2</sup>	HC	LI	I	P
One (1) Family Dwellings <sup>±</sup>	A	A	A	A	A	A	A	<del>A</del> -N	A	N	N	N
Two (2) Family Dwellings	<del>N</del> A	A	A	A	<del>N</del> -A	A	A	<del>A</del> -N	A	N	N	N
Multifamily Dwellings	N	A	A	A	N	A	A	A	A	N	N	N
Accessory Dwellings	A	A	A	A	A	N*	A	N*	A	N*	N*	N*
Townhouses	N	A	A	A	N	N	A	A	A	N	N	N
Tiny Homes	A	A	A	A	A	N	A	N	A	N	N	N
Accessory Buildings	A	A	A	A	A	A	A	A	A	A	A	A
Mobile Homes	N	N	A	N	A	N	N	N	N	N	N	N
Modular Homes	A	A	A	A	A	N	A	A	A	N	N	N
Churches	S	S	S	A	N	A	S	N	A	N	N	N
Schools, Public, Private and Parochial	A	A	A	A	A	A	S	N	S	N	N	A
Schools, Trade	N	N	N	N	N	S	S	A	A	A	A	N
Hospitals/ Institutions	N	N	N	A	N	S	S	N	S	A	N	S
Medical/ Dental Clinics	N	N	N	A	N	A	A	A	A	A	S	N
Adult Foster Care Center <sup>3</sup>	N	A	A	A	N	N	A	A	A	A	N	N
Personal Care Center	N	A	A	A	N	A	A	A	A	N	N	N
Child Care Center	A	A	A	A	A	A	A	A	A	A	N	N
Veterinarian Clinics	N	N	N	N	N	N	A	N	A	A	A	N

Kennels and Catterys	N	N	N	N	N	N	N	N	A	A	A	N
Laundromat	N	N	N	N	A	A	A	A	A	A	N	N
Bed and Breakfasts	A	A	N	A	N	A	A	A	A	N	N	N
Motels/Hotels	N	N	N	N	N	N	N	A	A	A	N	N
Travel Trailer Parks	N	N	N	N	N	N	N	N	A	N	N	N
Business and Professional Offices	N	N	N	S	N	A	A	A	A	A	A	S
Retail	N	N	N	N	N	A	A	A	A	A	S	N
Large-scale Retail	N	N	N	N	N	N	N	S	S	S	S	N
Personal Service Stores	N	N	N	N	N	A	A	A	A	A	S	N
Eating and Drinking Establishments (Sit-Down)	N	N	N	N	N	A	A	A	A	A	A	N
Drive-Thru Restaurants	N	N	N	N	N	N	N	N	A	A	A	N
Banks	N	N	N	N	N	A	A	A	A	A	A	N
Mortuary	N	N	N	N	N	S	S	A	A	A	A	N
Wholesale Businesses	N	N	N	N	N	S	N	A	A	A	A	N
Commercial Greenhouses	N	N	N	N	N	A	S	N	A	A	A	N
Gasoline Service Stations	N	N	N	N	N	N	N	N	A	N	A	N
Auto Repair Garage	N	N	N	N	N	N	N	S	A	N	A	N
Automobile Dealerships	N	N	N	N	N	N	N	N	A	A	A	N
Auto Salvage and Storage	N	N	N	N	N	N	N	N	S	N	A	N
Warehouse and Enclosed Storage	N	N	N	N	N	N	N	N	A	A	A	S
Machine Shop	N	N	N	N	N	N	N	N	A	S	A	N
Artisan Manufacturing	N	N	A	A	N	A	A	A	A	A	A	N

Limited Manufacturing	N	N	N	N	N	S	A	A	A	A	N	N
General Manufacturing	N	N	N	N	N	N	N	N	A	A	N	N
Intensive Manufacturing	N	N	N	N	N	N	N	N	A	A	N	N
Cidery	N	N	N	N	N	A	A	A	A	A	N	N
Microbrewery/Microdistillery	N	N	N	N	N	A	A	A	A	A	N	N
Winery	N	N	N	N	N	A	A	A	A	A	N	N
Bowling Alley	N	N	N	N	N	S	S	S	A	S	N	S
Theater	N	N	N	S	N	S	S	S	A	A	N	S
Open-Air Stadiums, Sports Arenas and Amphitheaters	N	N	N	S	N	S	S	S	A	A	N	S
Lumberyards	N	N	N	N	N	N	N	N	A	A	A	N
Transportation Terminals	N	N	N	N	N	N	N	A	A	A	N	N
Radio Stations <sup>4</sup>	N	N	N	N	N	A	A	A	A	A	A	A
Utility Substations	S	S	S	S	S	S	S	S	S	S	S	S
Armory	N	N	N	N	N	N	N	N	N	N	N	A
Cemetery	N	N	N	N	N	N	N	N	N	N	N	A
Government Offices	N	N	N	N	N	A	A	A	A	N	N	A
Public Recreation Facility	A	A	A	A	N	S	S	A	A	A	S	A
Health and Exercise Establishment	N	N	N	N	N	A	A	A	A	A	S	S
Marijuana Production Facility	N	N	N	N	N	N	N	N	N	A	A	N
Sexually Oriented Business	N	N	N	N	N	S	N	S	S	A	A	N

1. NC- Any number of residential units may be established within a building that also contains a commercial use.

2. CBD—Any number of apartment-residential units may be established in an existing commercial building. No new residential structures may be built unless they meet the definition of "High-Density Multifamily Residential."



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

A) Applicable to Mobile Home Subdivisions only.

B) Side setback not required for approved townhouse development.

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

(Ord. 1728, 12/7/92; Ord. 1798, 12/19/94; Ord. 1861, 6/16/97; Ord. No. 2090 , § 1, 11/5/20; Ord. No. 2097 , § 1, 1/5/21; Ord. No. 3018 , § 1, 10/5/21; Ord. No. 3023 , § 1, 1/4/22)

### Sec. 30.43 Accessory dwellings.

- A. Accessory dwellings are subject to all applicable regulations listed in this ordinance, including but not limited to: setbacks, maximum building heights, ~~parking,~~ and building design standards.
- B. Detached accessory dwellings shall be located to the rear of the primary dwelling on the property.
- C. Accessory dwellings shall not exceed ~~eight hundred (800)~~ 75% of the gross floor area of the single family dwelling on the lot or 1000 square feet of gross floor area, whichever is less. Accessory dwellings must be smaller in gross floor area than the primary dwelling on the property. If an accessory dwelling is attached to another building only the gross floor area of the accessory dwelling shall be calculated towards the maximum gross floor area. Accessory dwellings attached to existing, primary dwelling units are not subject to the gross floor area limitations, but must be wholly contained within the existing building. Any attached accessory dwelling that increases or modifies the footprint or profile of the primary dwelling unit in any way, whether above or below ground, shall not exceed the above listed maximum gross floor area for an accessory dwelling. This size limitation applies to both detached Accessory Dwelling Units and Accessory Dwelling Units constructed as additions to One (1) Family Dwellings. Accessory Dwelling Units established wholly within the current footprint of an existing One (1) Family Dwelling are not subject to this size limitation.
- ~~D. All detached accessory dwellings shall maintain a (6) six-foot separation, measured from the external walls of the dwelling unit to all other buildings on site.~~
- E. Accessory dwellings shall be on the same ~~lot~~ parcel as the primary dwelling.
- F. ~~Accessory dwellings shall not be subdivided or sold separately from the primary dwelling on the lot.~~ If an accessory dwelling is subdivided from the primary dwelling unit, the accessory dwelling is

no longer an accessory dwelling and must meet all density requirements listed in Table 30.41 and Table 30.51. ~~Prior to use of the accessory dwelling, the property owner must record a deed restriction provided by the City Attorney's Office stating that the accessory dwelling shall not be sold separately from the primary dwelling, and provide a copy of the recorded deed restriction to the Department of Building and Planning prior to the issuance of a Certificate of Occupancy.~~

- G. Accessory Dwellings are encouraged to be combined with other buildings to preserve open space on the lot.

(Ord. No. 2090, § 1, 11/5/20)

**Sec. 30.51. Off street parking and loading zones.**

- A. Parking area design. Parking spaces and drive aisles for all commercial and industrial users shall meet the dimensions listed in Table 30.51 below.

Table 30.51. Commercial and Industrial Parking stall and drive aisle dimension requirements.			
Parking Angle	Parking Stall Length	Parking Stall Width	Drive Aisle Width One-Way/Two-Way
30°	18'6"	9'	13'/21'
45°	18'6"	9'	13'/21'
60°	18'6"	9'	16'/21'
75°	18'6"	9'	16'/21'
90°	18'6"	9'	—/24'

1. Parking lots for all multi-family residential, commercial, industrial and mixed-use development shall be paved. Gravel parking areas are not permitted for any use other than single-family residential. Pervious pavers and green paving systems are encouraged.
  2. Parking areas are encouraged to utilize as little land area as possible to meet the minimum parking standards. Overparking, or adding more parking spaces and area than required by the minimum standards, is highly discouraged.
  3. To minimize vehicular conflicts on roadways and vehicular crossings of the sidewalk, the preferred access to parking areas for all uses are alleyways. Where alleyways are not an available or feasible option for parking access, uses are encouraged to utilize shared access points. Parking areas should be accessed from side streets rather than major roadways throughout the City.
- B. Location. Off-street parking facilities shall be located as hereafter specified: any distance specified shall be in walking distance measured from the nearest point of the parking facility to the nearest point of the lot that such facility is required to serve:



1. For one (1) family, ~~and~~ two (2) family, ~~and accessory~~ dwellings: Off-street parking is required on the same lot or an adjoining lot with the building they are required to serve.
  2. For ~~multiple-multifamily~~ dwellings and townhouses: Off-street parking is required within a walking distance of one hundred (100) feet.
  3. For hospitals, sanitariums, convalescent homes, nursing homes, rest homes, homes for the aged, asylums, retirement homes, rooming and boarding houses: Off-street parking is required within six hundred (600) feet.
  4. For uses other than those specified above: Off-street parking within five hundred (500) feet is required.
  5. For large-scale retail uses: Off-street parking is required to be on the same lot and to the rear or side of the primary structure on the lot.
- C. Expansion or Enlargement. Whenever any building is enlarged in gross floor area by more than ten (10) percent, off-street parking shall be provided for the expansion or enlargement portion only in accordance with the requirements of this article. Nothing in this provision shall be construed to require off-street parking spaces for the portion of such building previously existing before enlargements or for existing buildings that undergo a change in use.
- D. Non-Conforming Use. Voluntary establishment of off-street parking or loading facilities to serve any existing use of land or buildings, even though non-conforming, is allowed and encouraged.
- E. Mixed Occupancies. In the case of mixed uses, the total requirements for the various uses shall be computed separately. Off-street parking facilities for one use shall not be considered as a substitute or for joint use.
- F. Use Not Specified. In the case of a use not specifically mentioned in a zone, the requirements for off-street parking facilities shall be determined by the Zoning Coordinator or their authorized representative. Such determination shall be based upon the requirements for the most comparable use listed.
- G. Joint Use. The Zoning Coordinator or their authorized representative may authorize the joint use of parking facilities for the following uses or activities under conditions specified:
1. Up to fifty (50) percent of the parking facilities required for primarily "night time" uses such as theaters, bowling alleys, bars, restaurants and related uses may be supplied by certain other types of buildings or uses herein referred to as "day time" uses such as banks, offices, retail, personal-service shops, clothing, food, furniture, manufacturing or wholesale and related uses.
  2. Up to one hundred (100) percent of the parking facilities required for a church or for an auditorium incidental to a public or parochial school may be supplied by the off-street parking facilities provided by uses primarily of a day time nature.
  3. In mixed-use developments, up to fifty (50) percent of the parking facilities required for the residential use may be supplied by the related day time commercial or light industrial uses. The commercial or light industrial use must be closed between 6:00 p.m. and 8:00 a.m. to be considered for joint use parking.
- H. Conditions Required for Joint Use. The building for which application is being made to jointly utilize the off-street parking facilities provided by another building shall be located within 500 feet of such parking facilities.

The applicant must show that there is no substantial conflict in the principal operating hours at the two buildings or uses for which joint use of off-street parking facilities as is proposed.

The applicant must also present a legal agreement executed by the parties concerned for joint use of off-street parking facilities.

- I. Central Business District. In the Central Business District Zone any commercial enterprise that is required to meet the minimum standards for off-street parking, shall be required to have only fifty (50) percent of the parking space requirements in the Table of Minimum Standards. Apartment Residential dwelling units in the Central Business District shall meet the full parking space requirements.
- J. Table of Minimum Standards — Off-Street Parking. Parking spaces shall be required as set forth in the following table, and where alternatives or conflicting standards are indicated, the greater requirements shall apply: Where the total quota results in a fraction, the next highest full unit shall be provided; and in case of a use not specifically mentioned, the requirements of the most similar mentioned use shall apply.

USE	SPACE REQUIRED
Bowling alleys.	Five per alley.
Medical and dental clinic.	One per 200 square feet of gross floor area.
Banks, business and professional offices with on-site customer service.	One per 400 square feet of gross floor area.
Offices not providing on-site customer services.	One per 4 employees or one per 800 sq. ft. of gross floor area, whichever is greater.
Radio Stations	One per 4 employees or one per 800 sq. ft. of gross floor area, whichever is greater.
Mortuaries.	One per 5 seats in the principal auditorium.
Manufacturing uses, research testing, and processing, assembling, all industries.	One per 2 employees on maximum shift but not less than one per each 800 square feet of gross floor area.
Libraries and museums.	One per 500 square feet of gross floor area.
Schools, elementary and junior high, public, private or parochial.	One per each employee.
School, high school, public or private.	One per each employee and one per 5 students.
Service stations and drive-in restaurants.	One per 80 sq. ft. gross floor area, with 10 spaces minimum requirement.

Residential, single-family.	2 per dwelling unit.
Residential, duplex or multi-family.	1 per dwelling unit.
Accessory dwelling unit	<del>1 per dwelling unit</del> <u>None.</u>
Boarding houses and similar uses.	One per dwelling unit or lodging unit.
Convalescent homes, nursing homes, rest homes	One per 6 beds plus one per each staff member on duty on a maximum shift.
Warehouses, storage and wholesale business and freight terminals.	10 spaces for the first 20,000 square feet of gross floor area* and one space for each additional 10,000 square feet.
Eating and drinking establishments.	One per 100 sq. ft. of gross floor area for the first 4,000 sq. ft. with 10 spaces minimum requirement and one space for each additional 300 square feet.
Furniture, appliance, hardware, clothing, shoe, personal-service stores.	One per 600 square feet of gross floor space.
Motor vehicle, machinery, plumbing, heating, ventilating, building material supplies, sales and service.	One per 1,000 sq. ft. of gross floor area plus one per three employees.
Retail stores or service businesses not otherwise named.	One per 500 square feet of gross floor area.
Large-scale Retail	One per 800 sq. ft. of gross floor area.
Retirement homes, housing projects for senior citizens.	1-6 dwelling units 0.5 per dwelling unit; 7-18 dwelling units 0.33 per dwelling unit; over 18 dwelling units 0.25 per dwelling unit; minimum of 5 spaces.
Motels, hotels and motor courts.	One per sleeping room.
Hospitals and institutions.	One per 3 beds plus one per 3 employees.
Theaters.	One per 10 seats.
Health and exercise establishment	One per 200 square feet of gross floor area plus 3 per court

Churches, auditoriums and similar open assemblies.	One per 5 seats or one per 100 linear inches of pew or one per 65 sq. ft. of gross floor area used for assembly purposes, whichever is greater.
Stadiums, sport arenas and similar open assemblies.	One per 8 fixed seats plus one per 100 sq. ft. of assembly space without fixed seats.
* In calculating minimum required parking, gross floor area shall not include car ports and garage areas.	

- K. Up to twenty (20) percent of the parking spaces required in the Table of Minimum Standards may be replaced by enlarged landscaped areas, stormwater swales, or social areas. Enlarged landscaped, stormwater, or social areas must be equivalent or greater in total square footage to the parking spaces being replaced.
- L. Traffic Control Devices. All traffic control devices such as parking stripes designating stalls, directional arrows, rails, curbs and other developments shall be installed and completed as shown on the approved plans. Hard-surfaced parking areas shall use paint to delineate stalls and directional arrows.
- M. Screening Required. Screening in the form of walls, architectural fences or dense coniferous hedges shall be required where the parking lot has a common boundary with any residentially zoned property. Such screening shall be located no closer than three (3) feet from the property line and shall be properly maintained.
- N. Lighting Restrictions. Lighting of areas to be provided for off-street parking shall be so arranged to not constitute a nuisance or hazard to passing traffic, and where the lot joins any residentially zoned property, the illuminating devices shall be so shaded and directed to play away from residentially classified property.
- O. Maintenance. Maintenance of all areas provided for off-street parking shall include removal and replacement of dead and dying trees, grass and shrubs, removal of trash and weeds, repair and maintenance of drains and repair of traffic control devices, signs, light standards, fences, walls, surfacing materials, curbs and railings.
- P. Off-Street Loading Warehouse and Wholesale. Off-street loading space for warehouse, wholesale shipping and similar facilities shall be determined by the Building Official or his authorized representative.
- Q. Standards for Commercial and Industrial Uses.
  - 1. Off-Street Loading, Retail and Commercial. In any building or part thereof having a gross floor area of ten thousand (10,000) square feet or more, which is to be occupied by a use requiring the receipt or distribution by vehicles of material or merchandise, there shall be provided and maintained on the same lot with such building at least one (1) off-street loading space, plus one (1) additional loading space for each twenty thousand (20,000) square feet or major fraction thereof of twenty (20) feet in width, thirty-five (35) feet in length and fourteen (14) feet in height. Loading areas shall be located to the rear of the building and shielded from

- view from the neighboring properties and rights-of way. Loading areas shall not extend into the public right-of-way.
2. Parking areas shall be located to the side and rear of the primary building on site.
  3. Parking areas shall have engineered stormwater retention and/or detention systems consistent with the City of Livingston Design Standards and Specifications Policy to prevent runoff into adjacent properties and rights-of-way. Collected stormwater is highly encouraged to be reused to irrigate on-site landscaping.
- R. Bicycle Parking.
1. Bicycle Parking Standards and Design.
    - a. In all multi-family residential, commercial, industrial and mixed-use development, the amount of provided bicycle parking shall be no less than ten (10) percent of the required automobile parking spaces. In buildings with less than twenty (20) parking spaces, two (2) bicycle parking spaces shall be required. Buildings with existing bicycle parking in the adjacent right-of-way may waive the required bicycle parking spaces if the number of bicycle parking spaces provided within the adjacent right-of-way is equal to or greater than the number of spaces required by this regulation. Where there are five (5) or more bicycle spaces required, twenty (20) percent of those spaces shall be for bicycles with trailers.
    - b. A bicycle parking space shall be no less than three (3) feet wide by six (6) feet long. Bicycle with trailer spaces shall be no less than three (3) feet wide by ten (10) feet long.
    - c. The preferred bike rack styles are inverted U or post and loop racks.
  2. Bicycle Parking Location.
    - a. In all commercial, industrial and mixed-use development, bicycle racks designed to allow bicycles to be securely locked to them must be provided as close as possible to the main entrance of the building, and must be in a location visible from the public right-of-way.
    - b. Buildings with multiple entrances are highly encouraged to place bicycle racks at each entrance.
    - c. Multi-family residential developments are encouraged to provide secure and sheltered bicycle parking.
- S. Pedestrian Walkways. Multi-family residential, commercial, industrial and mixed-use development shall provide pedestrian walkways. A system of pedestrian walkways is required to connect each primary use structure on-site to the following: adjacent public sidewalks, on-site parking, other on-site primary use structures, bicycle parking areas, and common outdoor use areas.
- T. Landscaping Requirements for Parking and Loading Areas. Screening, in the form of trees, hedges or other vegetation shall be required between commercial, industrial and multi-family parking, loading and/or storage areas and any public right-of-way. Such screening shall be entirely on private property, shall be a minimum of four (4) feet in height, and shall not constitute a safety hazard for vehicular or pedestrian movement as defined in Section 30.52 of the Livingston Municipal Code. Decorative walls or fencing or earthen berms may also be used in combination with vegetative screening subject to review and approval of the City.
1. General Requirements for Landscaping Plantings. All landscaping shall consist of native, drought-resistant plantings and should be planted using a variety of species planted in an

informal arrangement. The use of food producing plantings and pollinator friendly plantings are preferred.

- 2. Planting, watering, and upkeep of all plantings shall be the perpetual responsibility of the owner. In particular, sufficient watering shall be provided to assure the survival of all plantings.
- 3. Perimeter plantings, when mature, shall provide at least fifty (50) percent screening of the parking areas using dense deciduous clusters or evergreen trees. A mix of dense hedge clusters and small open spaces is allowed.
- 4. Parking lots are encouraged to be broken into smaller areas surrounded by landscaping to minimize large unbroken paved areas. Large deciduous trees are encouraged in the interior of parking lots. Denser hedges are encouraged around the perimeter of parking lots.

U. Landscaping Requirements for the Interior of Parking Areas.

- 1. Option #1. Parking areas will be designed so that parking rows will consist of not more than ten (10) automobiles. Any parking area which has a capacity of twenty (20) or more automobiles will be required to provide landscaped islands between parking rows. The island(s) will be at least five (5) feet wide and shall consist of vegetation or other landscape treatment as well as a minimum of one (1) deciduous shade tree per every ten (10) parking spaces or portion thereof. The island(s) will be separated from the parking surface by a curb of at least six (6) inches in height.
- 2. Option #2. In the alternative, where parking rows are to consist of more than ten (10) parking spaces, landscaped islands will be provided in accordance with an approved landscape plan. The plan will provide for landscaped area equal to a minimum of five (5) percent of the gross parking lot area. When using this option at least two (2) islands will be required and each island must be a minimum size of fifty (50) square feet. Each island shall contain vegetation or other landscape treatment as well as a minimum of one (1) shade tree per every ten (10) parking spaces or portion thereof.

( Ord. No. 2090 , § 1, 11/5/20; Ord. No. 3003 , § 1, 4/6/21; Ord. No. 3005 , § 2, 4/20/21; Ord. No. 3010 , § 1, 7/20/21; Ord. No. 3017 , § 1, 10/5/21; Ord. No. 3025 , § 1, 10/21/21; Ord. No. 3023 , § 1, 1/4/22)

**SECTION 2**

**Statutory Interpretation and Repealer:**

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

**SECTION 3**

**Severability:**

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

**SECTION 4**

**Savings Provision:**

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

**SECTION 5**

**Effective date:**

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

\*\*\*\*\*

**PASSED** by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the \_\_\_\_ day of November, 2024.

\_\_\_\_\_  
**KARRIE KAHLE, CHAIR**

**ATTEST:**

\_\_\_\_\_

**Emily Hutchinson**  
City Clerk

\*\*\*\*\*

**PASSED, ADOPTED AND APPROVED**, by the City Commission of the City of Livingston,  
Montana, on a second reading at a regular session thereof held on the \_\_\_\_\_ day of December,  
2024.

**ATTEST:**

**APPROVED TO AS FORM:**

\_\_\_\_\_  
**EMILY HUTCHINSON**  
City Clerk

\_\_\_\_\_  
**JON HESSE**  
City Attorney

DRAFT





AN ACT REVISING MUNICIPAL ZONING LAWS TO ALLOW FOR ACCESSORY DWELLING UNITS; REQUIRING MUNICIPALITIES TO ADOPT CERTAIN REGULATIONS IN RELATION TO ACCESSORY DWELLING UNITS; PROHIBITING CERTAIN REGULATIONS IN RELATION TO ACCESSORY DWELLING UNITS; ALLOWING A MUNICIPALITY TO CHARGE A FEE TO REVIEW APPLICATIONS TO CREATE ACCESSORY DWELLING UNITS; AND PROVIDING A DELAYED EFFECTIVE DATE.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

**Section 1. Accessory dwelling units -- regulations -- restrictions.** (1) (a) A municipality shall adopt regulations under this chapter that allow a minimum of one accessory dwelling unit by right on a lot or parcel that contains a single-family dwelling.

(b) An accessory dwelling unit may be attached, detached, or internal to the single-family dwelling on a lot or parcel.

(c) If the accessory dwelling unit is detached from or attached to the single-family dwelling, it may not be more than 75% of the gross floor area of the single-family dwelling or 1,000 square feet, whichever is less.

(2) A municipality may not:

(a) require that a lot or parcel have additional parking to accommodate an accessory dwelling unit or require fees in lieu of additional parking;

(b) require that an accessory dwelling unit match the exterior design, roof pitch, or finishing materials of the single-family dwelling;

(c) require that the single-family dwelling or the accessory dwelling unit be occupied by the owner;

(d) require a familial, marital, or employment relationship between the occupants of the single-family dwelling and the occupants of the accessory dwelling unit;

- (e) assess impact fees on the construction of an accessory dwelling unit;
  - (f) require improvements to public streets as a condition of permitting an accessory dwelling unit, except as necessary to reconstruct or repair a public street that is disturbed as a result of the construction of the accessory dwelling unit;
  - (g) set maximum building heights, minimum setback requirements, minimum lot sizes, maximum lot coverages, or minimum building frontages for accessory dwelling units that are more restrictive than those for the single-family dwelling on the lot;
  - (h) impose more onerous development standards on an accessory dwelling unit beyond those set forth in this section; or
  - (i) require a restrictive covenant concerning an accessory dwelling unit on a parcel zoned for residential use by a single-family dwelling. This subsection (2)(i) may not be construed to prohibit restrictive covenants concerning accessory dwelling units entered into between private parties, but the municipality may not condition a permit, license, or use of an accessory dwelling unit on the adoption or implementation of a restrictive covenant entered into between private parties.
- (3) Nothing in this section prohibits a municipality from regulating short-term rentals as defined in 15-68-101.
- (4) A municipality may require a fee for reviewing applications to create accessory dwelling units. The one-time application fee may be up to \$250 for each accessory dwelling unit. Nothing in this section prohibits a municipality from requiring its usual building fees in addition to the application fee.
- (5) A municipality that has not adopted or amended regulations pursuant to this section by January 1, 2024, shall review and permit accessory dwelling units in accordance with the requirements of this section until regulations are adopted or amended. Regulations in effect on or after January 1, 2024, that apply to accessory dwelling units and do not comply with this section are void.
- (6) The provisions of this section do not supersede applicable building codes, fire codes, or public health and safety regulations adopted pursuant to Title 50, chapter 2.
- (7) A municipality may require an accessory dwelling unit to have a will-serve letter from both a municipal water system and a municipal sewer system.
- (8) Nothing in this section prohibits a municipality from adopting regulations that are more

permissive than the accessory dwelling unit provisions provided in this section.

(9) For the purposes of this section:

(a) "accessory dwelling unit" means a self-contained living unit on the same parcel as a single-family dwelling of greater square footage that includes its own cooking, sleeping, and sanitation facilities and complies with or is otherwise exempt from any applicable building code, fire code, and public health and safety regulations adopted pursuant to Title 50, chapter 2.

(b) "by right" means the ability to be approved without requiring:

(i) a public hearing;

(ii) a variance, conditional use permit, special permit, or special exception; or

(iii) other discretionary zoning action other than a determination that a site plan conforms with applicable zoning regulations;

(c) "gross floor area" means the interior habitable area of a single-family dwelling or an accessory dwelling unit;

(d) "municipality" means an incorporated city, town, or consolidated city-county that exercises zoning powers under this part; and

(e) "single-family dwelling" means a building with one or more rooms designed for residential living purposes by one household that is detached from any other dwelling unit.

**Section 2. Codification instruction.** [Section 1] is intended to be codified as an integral part of Title 76, chapter 2, part 3, and the provisions of Title 76, chapter 2, part 3, apply to [section 1].

**Section 3. Effective date.** [This act] is effective January 1, 2024.

- END -

I hereby certify that the within bill,  
SB 528, originated in the Senate.

\_\_\_\_\_  
Secretary of the Senate

\_\_\_\_\_  
President of the Senate

Signed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Speaker of the House

Signed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

SENATE BILL NO. 528  
INTRODUCED BY G. HERTZ

AN ACT REVISING MUNICIPAL ZONING LAWS TO ALLOW FOR ACCESSORY DWELLING UNITS; REQUIRING MUNICIPALITIES TO ADOPT CERTAIN REGULATIONS IN RELATION TO ACCESSORY DWELLING UNITS; PROHIBITING CERTAIN REGULATIONS IN RELATION TO ACCESSORY DWELLING UNITS; ALLOWING A MUNICIPALITY TO CHARGE A FEE TO REVIEW APPLICATIONS TO CREATE ACCESSORY DWELLING UNITS; AND PROVIDING A DELAYED EFFECTIVE DATE.



AN ACT GENERALLY REVISING MUNICIPAL ZONING LAWS; REQUIRING CERTAIN CITIES TO ALLOW THE USE OF DUPLEX HOUSING IN ZONING REGULATIONS; PROVIDING DEFINITIONS; AMENDING SECTIONS 76-2-304 AND 76-2-309, MCA; AND PROVIDING A DELAYED EFFECTIVE DATE.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

**Section 1.** Section 76-2-304, MCA, is amended to read:

**"76-2-304. Criteria and guidelines for zoning regulations.** (1) Zoning regulations must be:

- (a) made in accordance with a growth policy; and
- (b) designed to:
  - (i) secure safety from fire and other dangers;
  - (ii) promote public health, public safety, and the general welfare; and
  - (iii) facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other

public requirements.

(2) In the adoption of zoning regulations, the municipal governing body shall consider:

- (a) reasonable provision of adequate light and air;
- (b) the effect on motorized and nonmotorized transportation systems;
- (c) promotion of compatible urban growth;
- (d) the character of the district and its peculiar suitability for particular uses; and
- (e) conserving the value of buildings and encouraging the most appropriate use of land throughout

the jurisdictional area.

(3) In a city with a population of at least 5,000 residents, duplex housing must be allowed as a permitted use on a lot where a single-family residence is a permitted use, and zoning regulations that apply to the development or use of duplex housing may not be more restrictive than zoning regulations that are

applicable to single-family residences.

(4) As used in this section, the following definitions apply:

(a) "Duplex housing" means a parcel or lot with two dwelling units that are designed for residential occupancy by not more than two family units living independently from each other.

(b) "Family unit" means:

(i) a single person living or residing in a dwelling or place of residence; or

(ii) two or more persons living together or residing in the same dwelling or place of residence.

(c) "Single-family residence" has the meaning provided in 70-24-103."

**Section 2.** Section 76-2-309, MCA, is amended to read:

**"76-2-309. Conflict with other laws.** (1) Wherever the regulations made under authority of this part require a greater width or size of yards, courts, or other open spaces; require a lower height of building or less number of stories; require a greater percentage of lot to be left unoccupied; or impose other higher standards than are required in any other statute or local ordinance or regulation, the provisions of the regulations made under authority of this part ~~shall~~must govern.

(2) Wherever the provisions of any other statute or local ordinance or regulation require a greater width or size of yards, courts, or other open spaces; require a lower height of building or a less number of stories; require a greater percentage of lot to be left unoccupied; or impose other higher standards than are required by the regulations made under authority of this part, except for restrictions provided in 76-2-304(3), the provisions of ~~such~~the statute or local ordinance or regulation ~~shall~~must govern."

**Section 3. Effective date.** [This act] is effective January 1, 2024.

- END -

I hereby certify that the within bill,  
SB 323, originated in the Senate.

\_\_\_\_\_  
Secretary of the Senate

\_\_\_\_\_  
President of the Senate

Signed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Speaker of the House

Signed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.



SENATE BILL NO. 323

INTRODUCED BY J. TREBAS, C. KNUDSEN, C. HINKLE, M. HOPKINS, K. BOGNER, D. ZOLNIKOV

AN ACT GENERALLY REVISING MUNICIPAL ZONING LAWS; REQUIRING CERTAIN CITIES TO ALLOW THE USE OF DUPLEX HOUSING IN ZONING REGULATIONS; PROVIDING DEFINITIONS; AMENDING SECTIONS 76-2-304 AND 76-2-309, MCA; AND PROVIDING A DELAYED EFFECTIVE DATE.

**File Attachments for Item:**

**C. DISCUSSION OF PROPOSED TECHNIAL AND CONFORMING CHANGES TO THE CITY OF LIVINGSTON SUBDIVISION REGULATIONS**



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

**DATE:** December 17, 2024

**TO:** Chair Kahle and City Commissioners

**FROM:** Jennifer Severson, Planning Director

**RE:** Staff Report **for Discussion of Proposed Technical and Conforming Changes to City of Livingston Subdivision Regulations**

---

**Recommendation and Summary**

Staff recommends the Commission review and provide comment on the proposed amendments to the City of Livingston Subdivision Regulations Chapter 28 that are necessitated by state law, as well as technical and conforming amendments recommended by staff:

The reasons for the recommendation are as follows:

- The City last comprehensively updated its subdivision regulations in 2007.
- Since that time, the Montana State Legislature has enacted changes to requirements for subdivision review.
- The City should amend its subdivision regulations to reflect compliance with State-mandated changes to subdivision laws and should enact technical and conforming amendments to facilitate consistency and organization in the City’s subdivision regulations.

**Introduction and History**

Part 5 of Chapter 3 of Title 76 of Montana Code Annotated (MCA 76-3-501 et seq.) requires cities to adopt regulations and provide for the enforcement and administration of the subdivision of land. The City of Livingston adopted its current subdivision regulations in 2007. Since that time, the Montana State Legislature enacted certain bills (attached) which affected local regulation of subdivisions.



## Analysis

The 2023 Montana State Legislature enacted certain bills which require updates to the City's subdivision regulations including:

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

Although the City has adhered to all state-mandated changes at the time these changes were enacted and became effective, the City's Municipal Code was never updated to reflect the new laws. It is recommended the City update the subdivision regulations in Chapter 28 of the Livingston Municipal Code to reflect compliance with state subdivision laws. Additionally, City Staff has included recommendations for technical and conforming updates not directly related to those revisions mandated by the State.

A version of the proposed updates to the City's subdivision regulations, showing language to be removed from (red strikethrough) and added to (blue underline), is attached (Attachment A).

## Fiscal Impact

No fiscal impacts to the City are anticipated as a result of this request for review and direction related to proposed updates to the subdivision regulations.

## Strategic Alignment

The proposed updates to the Subdivision Regulations support the following Land Use Recommendations for Subdivisions identified in Chapter 11 in the Growth Policy:

- Update regulations to add language from the Subdivision and Platting Act (i.e. MSPA).
- Include definitions within document (i.e. Subdivision Regulations in Chapter 28).
- All definitions should be updated to meet the intent of the zoning code, subdivision regulations, recommendations of the Growth Policy and compliance with state, county, and local laws.
- Ensure references to MCA and MSPA are up to date.
- Ensure all fees are included and cover staff and City resource costs to process each application.



**Attachments**

- A. Current Code with Redlined State-Mandated Updates and Staff Recommended Technical and Conforming Amendments to Chapter 28 Subdivision Regulations
- B. Copy of HB 211
- C. Copy of SB 131
- D. Copy of SB 170
- E. Copy of SB 331

**Chapter 28 – SUBDIVISION REGULATIONS**

[Insert Table of Contents Here](#)

**28.1. DEFINITIONS**

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

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

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

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

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

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

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

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

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

**DEQ:** The Montana Department of Environmental Quality.

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

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

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

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

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

~~**FIRST MINOR SUBDIVISION:** A proposed minor subdivision of a tract of record that has not been subdivided or created by a subdivision under these regulations, or has not resulted from a tract of record that has had more than five parcels created from that tract of record since July 1, 1973. [Mont. Code Ann. § 76-3-609(2)].~~

**FLOOD:** The water of any watercourse or drainage which is above the bank or outside the channel and banks of such watercourse or drainage.

**FLOOD OF 100 YEAR FREQUENCY:** A flood magnitude expected to recur on the average of once every 100 years, or a flood magnitude which has a one percent chance of occurring in any given year.

**FLOODPLAIN:** The area adjoining the watercourse or drainage that would be covered by the floodwater of a flood of 100-year frequency.

**FLOODWAY:** The channel of a watercourse or drainage and those portions of the floodplain adjoining the channel that are reasonably required to carry and discharge the floodwater of any watercourse or drainage.

**GOVERNING BODY:** The governing authority of a county, city, town, or consolidated local government organized pursuant to law.

**GROWTH POLICY:** A comprehensive development plan, master plan, or comprehensive plan that was adopted pursuant to this chapter before October 1, 1999, or a policy that was adopted pursuant to Title 76, MCA, on or after October 1, 1999.

LOCAL SERVICES: All services provided by any local government unit having jurisdiction over the subdivision as well as those commonly provided by private entities to similar properties in the vicinity.

LOT: A parcel, plot, or other land area created by subdivision for sale, rent, or lease.

LOT MEASUREMENT:

- a. Lot Depth -- The length of a line drawn perpendicularly to the front lot line and extending to the rear lot line.
- b. Lot Width -- The average width of the lot.
- c. Lot Frontage -- The width of the front lot line.
- d. Lot Area -- The area of a lot determined exclusive of street, highway, alley, road, or other rights-of-way.

LOT TYPES:

- a. Corner Lot: A lot located at the intersection of two streets.
- b. Interior Lot: A lot with frontage on only one street.
- c. Through or Double-Frontage Lot: A lot whose front and rear lines both abut on streets.

MAJOR SUBDIVISION: A subdivision ~~which does not qualify for review as a minor subdivision~~ that creates six (6) or more lots from a tract of record.

MINOR SUBDIVISION: A subdivision that creates five (5) or fewer lots from a tract of record.

MOBILE HOME: A trailer or semitrailer, constructed prior to June 15, 1976, which is designed, constructed and equipped as a dwelling place, living abode, or sleeping place and is and is equipped for movement on streets or highways and exceeds twenty-five (25) feet in length exclusive of trailer hitch. A mobile home does not include a manufactured home or modular home. ~~A detached residential dwelling unit, which may consist of two (2) or more sections, fabricated at a factory and designed to be towed on its own chassis to a building site for occupation as a dwelling with or without a permanent foundation. The term includes, but is not limited to, "trailer homes," "house trailers," and "manufactured homes" whether or not the unit has been constructed after July 1, 1976, in conformance with Federal Manufactured Home Construction and Safety Standards. The term does not include "modular" or "factory-built buildings" that are fabricated at a factory in accordance with the Uniform Building Code Standards applicable to site-built homes, and are transported to the site for final assembly on a permanent foundation.~~

MOBILE HOME SPACE: A designated portion of a parcel of land designed for the accommodation of one mobile home and its accessory buildings or structures for the exclusive use of the occupants.



MOBILE HOME PARK: A tract of land that provides or will provide spaces for two (2) or more mobile homes.

MOBILE HOME PAD: That area of a mobile home space which has been prepared for the placement of a mobile home.

MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY MINIMUM STANDARDS: Minimum standards promulgated by the Montana Department of Environmental Quality, pursuant to Title 76, Chapter 4, Part 1, MCA. Sanitation in Subdivisions

MSPA: Montana Subdivision and Platting Act, Title 76, Chapter 3, MCA.

NATURAL ENVIRONMENT: The physical conditions that exist within a given area

OPEN SPACE: Land or water areas retained for use as active or passive recreation areas or for resource protection in an essentially undeveloped state.

OVERALL DEVELOPMENT PLAN: The plan of a subdivision design for a single tract proposed to be subdivided in stages.

[PHASED DEVELOPMENT: A subdivision application and preliminary plat that, at the time of submission, consists of independently platted development phases that are scheduled for review on a schedule proposed by the subdivider.](#)

PLANNED UNIT DEVELOPMENT (P.U.D.): A land development project consisting of ~~residential clusters, industrial parks, shopping centers, or office building parks that~~ **compose** a planned mixture of land uses built in a prearranged relationship to each other and having open space and community facilities in common ownership or use.

PLANNING BOARD: ~~A planning board formed pursuant to Title 76, Chapter 1, MCA~~ [The City of Livingston Consolidated Land Use Board.](#)

PLANNING DEPARTMENT: The City Planning Director or any designee of the Planning Director who is charged with administering the subdivision review process.

PLAT: A graphical representation of a subdivision showing the division of land into lots, parcels, blocks, streets, alleys, and other divisions and dedications.

- a. Preliminary Plat: A neat and scaled drawing of a proposed subdivision showing the layout of streets, alleys, lots, blocks, and other elements of a subdivision that furnish a basis for review by a governing body as more specifically set forth in these regulations and the MSPA.
- b. Final Plat: The final drawing of the subdivision and dedication required to be prepared for filing for record with the county clerk and recorder containing all

elements and requirements set forth in these regulations and the MSPA. (Title 76, Chapter 3, MCA).

- c. Amended Plat: The final drawing of any change to a filed platted subdivision.

**PUBLIC HEALTH AND SAFETY:** A condition of well-being wherein risk of injury to the community at large is minimized.

**PUBLIC IMPROVEMENT:** Any structure or facility constructed to serve the residents of a subdivision or the general public.

**PUBLIC ROAD OR STREET:** A road or street which has been dedicated for public use.

**RECREATIONAL CAMPING VEHICLE:** A vehicular type unit primarily designed as temporary living quarters for recreational, camping, or travel use that either has its own motor power or is mounted on or drawn by another vehicle.

**RECREATIONAL [CAMPING](#) VEHICLE PARK:** A tract of land available to and principally used by the public for camping, where persons can park recreational [camping](#) vehicles for camping and sleeping purposes.

**RECREATIONAL [CAMPING](#) VEHICLE SPACE:** A designated portion of a recreational [camping](#) vehicle park designed for the placement of a single recreational [camping](#) vehicle and the exclusive use of its occupants.

**STATE:** The State of Montana.

**STREET TYPES:** For purposes of these regulations, street types are defined as follows:

- a. Alley: A street used primarily for vehicular access to the rear of properties which abut on and are served by public roads.
- b. Arterial: A street or road having the primary function of moving traffic with emphasis on a high level of mobility for through movement and the secondary function of providing access to adjacent land. Arterials generally carry relatively large volumes of traffic. Arterials have two (2) to four (4) lanes of moving traffic and should provide only limited access to abutting property.
- c. Collector: A street or road having the equally important functions of moving traffic and providing access to adjacent land. Collector streets have two (2) moving traffic lanes and up to two (2) parking lanes.
- d. Local Streets: A street or road having the primary function of serving abutting properties, and the secondary function of moving traffic. Local streets have two

(2) moving lanes of traffic, up to two (2) parking lanes, and provide access to abutting properties.

~~e. Half Street: A portion of the width of a street, usually located along the perimeter of a subdivision, the remaining portion of which street must be located on adjacent property if the street is to be fully constructed.~~

~~f.e.~~ Cul-de-sac: A street having only one outlet for vehicular traffic and terminating in a turn-around area.

~~g.f.~~ Loop: A local street which begins and ends on the same street, generally used for access to properties.

~~h.g.~~ Frontage Access (Service Road): A local or collector street, usually parallel and adjacent to an arterial or major collector, which provides access to abutting properties and controls traffic access to arterials or collectors.

SUBDIVIDER: Any person, firm or corporation, or other entity which causes land to be subdivided or which proposes a subdivision of land [76-3-103(15), MCA]. When used in these regulations, the term "subdivider" also includes the subdivider's agent, if the subdivider has provided the Planning Department written notification that the subdivider's agent is authorized to act on the subdivider's behalf and to receive notices regarding local government decisions concerning the subdivision.

SUBDIVISION: A division of land or land so divided which creates one or more parcels containing less than 160 acres that cannot be described as a one-quarter aliquot part of a United States government section, exclusive of public roadways, in order that the title to or possession of the parcels may be sold, rented, leased, or otherwise conveyed, ~~and includes any re-subdivision and further includes a condominium.~~ The term also means an ~~or~~ area, regardless of its size, that provides or will provide multiple spaces for rent or lease on which ~~for~~ recreational camping vehicles or ~~mobile~~ manufactured homes will be placed [76-3-103(16), MCA].

~~SUBSEQUENT MINOR SUBDIVISION: Any subdivision of five (5) or fewer parcels that is not a first minor subdivision.~~

SURVEYOR (REGISTERED LAND SURVEYOR): A person licensed in conformance with the Montana Professional Engineer’s Registration Act (Title 37, Chapter 67, MCA) to practice surveying in the State of Montana.

SURVEYOR (EXAMINING LAND SURVEYOR): A registered land surveyor duly appointed by the governing body to review surveys and plats submitted for filing.

SWALE: A drainage channel or depression designed to direct surface water flow.

TRACT OF RECORD: An individual parcel of land, irrespective of ownership, that can be identified by legal description, independent of any other parcel of land, using documents on file in the records of the county clerk and recorder’s office [76-3-103(17)(a), MCA].

VICINITY SKETCH: A map at a scale suitable to locate a proposed subdivision, showing the boundary lines of all adjacent properties and streets and other information necessary to determine the general location of the proposed subdivision.

WILDLIFE: Those animals that are not domesticated or tamed.

WILDLIFE HABITAT: The physical surroundings required for the existence of wildlife.

**28.2. GENERAL PROVISIONS**

28.2.1. Title

These regulations will be known and may be cited as “The Subdivision Regulations of the City of Livingston, MT;” hereinafter referred to as “these regulations.”

28.2.2. Authority

Authorization for these regulations is contained in the MSPA. (Title 76, Chapter 3, MCA.).

28.2.3. Purpose

The purposes of these regulations are to promote the public health, safety, and general welfare by regulating the subdivision of land; to prevent the overcrowding of land; to lessen congestion in the streets and highways; to provide for adequate light, air, water supply, sewage disposal, parks and recreation areas, ingress and egress, and other public requirements; to require development in harmony with the natural environment; to promote preservation of open space; to promote effective and efficient provision of public services; to protect the rights of property owners; to require uniform monumentation of land subdivisions and transferring interests in real property by reference to a plat or certificate of survey; [and to provide for phased development.](#) (76-3-102, MCA).

These regulations are intended to comply with part five of the MSPA, and are intended to promote:

- a. The orderly development of the jurisdictional area.
- b. The coordination of roads within subdivided land with other roads, both existing and planned.
- c. The dedication of land for roadways and for public utility easements.

- d. ~~The provision of proper physical and legal road access, including obtaining of necessary easements.~~ The improvement of roads.
- e. The provision of adequate open spaces for travel, light, air, and recreation.
- f. ~~The provision of adequate transportation, water, and drainage. , and sanitary facilities.~~
- g.f. ~~The avoidance or minimizing of congestion.~~ Subject to the provisions of 76-3-511, the regulation of sanitary facilities.
- h.g. ~~The avoidance of subdivisions which would involve unnecessary environmental degradation.~~ The avoidance or minimization of congestion.
- i.h. The avoidance of subdivisions that would involve unnecessary environmental degradation and ~~The avoidance of danger~~ or of injury to health, safety, or welfare by reason of natural hazard, including but not limited to fire and wildland fire or the lack of water, drainage, access, transportation, or other public services or that would necessitate an excessive expenditure of public funds for the supply of the services.
- j. ~~The avoidance of excessive expenditure of public funds for the supply of public services.~~
- k. ~~The manner and form of making and filing of any plat for subdivided lands.~~
- l. ~~The administration of these regulations by defining the powers and duties of approving authorities including procedures for the review and approval of all plats of subdivisions covered by these provisions.~~

#### 28.2.4. Jurisdiction

These regulations govern the subdivision of land within the jurisdictional area of the governing body of the City of Livingston.

~~28.2.4.1. If a proposed subdivision lies within one mile of a third class city or town or within two (2) miles of a second class city or within three miles of a first class city, the county governing body must submit the preliminary plat to the city or town governing body or its designated agent for review and comment. If a proposed subdivision lies partly within an incorporated city or town, the preliminary plat must be submitted to, and approved by, both the city or town and the county governing bodies.~~ If a proposed subdivision lies within two (2) miles of the city limits, the county governing body must submit the preliminary plat to the City of Livingston Planning Department. If a proposed subdivision lies partly within the City of Livingston, the preliminary plat must be submitted to, and approved by, both the City of Livingston and Park County.

~~If a proposed subdivision is located in a rural school district, the governing body shall provide a summary of the information contained in the subdivision application and preliminary plat to school district trustees.~~

~~When a proposed subdivision is also proposed to be annexed to a municipality, the governing body of the municipality will combine public hearings and otherwise~~

~~coordinate the subdivision review process and annexation procedures whenever possible.~~

28.2.4.2. These regulations supplement all other regulations, and where they are at variance with other laws, regulations, ordinances, or resolutions, the more restrictive requirements apply.

28.2.5. Severability

If a court of competent jurisdiction holds any word, phrase, clause, sentence, paragraph, section, or other part of these regulations invalid, that judgment will affect only the part held invalid.

**28.3. GENERAL PROCEDURES**

28.3.1. Construction Timing

The subdivider may not proceed with any construction work on a proposed subdivision, including grading and excavation relating to public improvements, until the governing body has given preliminary approval of the proposed subdivision plat.

28.3.2. Transfers of Title

Except as noted below, a final subdivision plat must be filed for record with the county clerk and recorder before title to the subdivided land can be sold or transferred in any manner. After the preliminary plat of a subdivision has been approved or conditionally approved, the subdivider may enter into contracts to sell lots in the proposed subdivision if all of the following conditions are met (76-3-303, MCA):

28.3.2.1. That under the terms of the contracts the purchasers of lots in the proposed subdivision make any payments to an escrow agent, which must be a bank or savings and loan association chartered to do business in the State of Montana;

28.3.2.2. That under the terms of the contracts and the escrow agreement the payments made by purchasers of lots in the proposed subdivision may not be distributed by the escrow agent to the subdivider until the final plat of the subdivision is filed with the county clerk and recorder.

28.3.2.3. That the contracts and the escrow agreement provide that if the final plat of the proposed subdivision is not filed with the county clerk and recorder within two years of the preliminary plat approval, the escrow agent shall immediately refund to each purchaser any payments made under the contract;

28.3.2.4. That the contracts contain the following language conspicuously set out therein: “The real property which is the subject hereof has not been finally platted, and until a final plat identifying the property has been filed with the

county clerk and recorder, title to the property cannot be transferred in any manner;”

28.3.2.5. That the county treasurer has certified that no real property taxes assessed and levied on the land to be divided are delinquent; and

28.3.2.6. A copy of the contracts and escrow agreement described above must be submitted to the Planning Department.

28.3.3. Permission to Enter

The governing body or its designated agent(s) or agency may investigate, examine, and evaluate the site of the proposed subdivision to verify information provided by the subdivider. The submission of a subdivision application constitutes a grant of permission by the subdivider to enter the subject property.

28.3.4. Appeals

28.3.4.1. A person who has filed with the governing body an application for a subdivision under the MSPA and these regulations may bring an action in district court to sue the governing body to recover actual damages caused by a final action, decision, or order of the governing body or a regulation adopted pursuant to the MSPA that is arbitrary or capricious.

28.3.4.2. A party identified in ~~subsection (e)~~ [28.3.4.3](#) below who is aggrieved by a decision of the governing body to approve, conditionally approve, or deny an application and preliminary plat for a proposed subdivision or a final subdivision plat may, within thirty (30) days after the decision, appeal to the district court in the county in which the property involved is located. The petition must specify the grounds upon which the appeal is made.

28.3.4.3. The following parties may appeal ~~under the provisions of 28.3.5.2.~~ [as provided](#) above:

28.3.4.3.1. The subdivider;

28.3.4.3.2. A landowner with a property boundary contiguous to the proposed subdivision or a private landowner with property within the county or municipality where the subdivision is proposed if that landowner can show a likelihood of material injury to the landowner's property or its value;

28.3.4.3.3. The county commissioners of the county where the subdivision is proposed; and

~~d. i. a first-class municipality as described in 7-1-4111, if a subdivision is proposed within 3 miles of its limits;~~

28.3.4.3.4. The City of Livingston if within 2 miles of the city limits;

~~iii. a third-class municipality, as described in 7-1-4111, if a subdivision is proposed within 2 miles of its limits;~~

28.3.4.4. For the purposes of this section, “aggrieved” means a person who can demonstrate a specific personal or legal interest, as distinguished from a general interest, who has been or is likely to be specifically and injuriously affected by the decision.

28.3.5. Expedited Review

28.3.5.1. Subdivisions under the jurisdiction of these regulations are entitled to the expedited review process provided for in 76-3-623, MCA at the applicant’s request. Applications for expedited review shall be subject to the review process contained in Appendix A.

**28.4. MAJOR SUBDIVISIONS**

28.4.1. Review and Approval Procedures for Major Subdivisions

Subdivisions that qualify for major subdivision review are those divisions of land containing six (6) or more lots, or subdivisions of five (5) or fewer lots that do not otherwise qualify for review as minor subdivisions under 76-3-609, MCA and these regulations.

28.4.2. Pre-application Process

28.4.2.1. Prior to submittal of the subdivision application, the subdivider shall request a pre-application meeting with the ~~Development Review Committee~~ Planning Department. The meeting shall occur within thirty (30) days after the subdivider submits a written request for the meeting to the Planning Department.

28.4.2.2. At the time of the pre-application meeting request, the subdivider shall provide the ~~Development Review Committee~~ Planning Department with a sketch plan of the proposed subdivision showing the layout of the proposed features in relation to existing site conditions. The sketch plan may be a freehand sketch drawn directly on a print of the topographic map and should include the following:

28.4.2.2.1. Information on the current status of the site, including:



- a. location;
- b. approximate tract and lot boundaries of existing tracts of record;
- c. description of general terrain;
- d. natural features;
- e. existing structures and improvements;
- f. existing utility lines and facilities;
- g. existing easements and rights of way.

28.4.2.2.2. Information on the proposed subdivision, including:

- a. tract and lot boundaries;
- b. proposed public improvements;
- c. location of utility lines and facilities;
- d. easements and rights of way;
- e. parks and open space.

28.4.2.3. At the pre-application meeting, the following will occur:

28.4.2.3.1. The ~~Development Review Committee~~ [Planning Department](#) shall identify, for informational purposes, the state laws, local regulations and growth policy provisions that may apply to the subdivision review process;

28.4.2.3.2. The ~~Development Review Committee~~ [Planning Department](#) shall provide the subdivider with a list of public utilities, local, state and federal agencies, and any other entities that have a substantial interest in the proposed subdivision ~~and that may be contacted for comment on the subdivision application. The Development Review Committee shall also identify the timeframes that the public utilities, agencies, and other entities are given to respond.~~

28.4.2.3.3. The ~~Development Review Committee~~ [Planning Department](#) shall identify particular additional information the ~~Committee~~ [Department](#) anticipates will be required for review of the subdivision application pursuant to Section ~~III-B-2~~ [28.4.4](#). This does not limit the ability of the City to request additional information at a later time.

28.4.2.3.4. Unless the subdivider submits the subdivision application as provided in Section ~~III-B-1~~ [28.4.3](#) of these regulations within 180 working days of the pre-application meeting, the subdivider must request a second pre-application meeting prior to submitting the application.

28.4.3. Subdivision Applications

The subdivider shall submit to the Planning Department a subdivision application containing the following materials:

28.4.3.1. Two (2) copies of the completed Subdivision Application form ~~(see Appendix A)~~ and the supplements required ~~by Appendix B~~ therein, including the required Environmental Assessment.

28.4.3.2. The required review fee ~~as stated in the Fee Schedule in Section XI;~~

28.4.3.3. Three (3) copies of the preliminary plat of the proposed subdivision which:

28.4.3.3.1. Contains the information required for preliminary plats;

28.4.3.3.2. Conforms to the Design and Improvement Standards set forth in Section ~~VI of these regulations~~ 28.7;

~~a summary of probable impacts, pursuant to Appendix H and section III-B-6, including any mitigation of impacts;~~

~~(C) such additional relevant and reasonable information as identified by the Development Review Committee Planning Department during the pre-application meeting pursuant to Section III-A-1(e)(iii) that is pertinent to the required elements of this Section.~~

28.4.3.3.3. Proof that the subdivider has submitted for review copies of the subdivision application and environmental assessment, if applicable, to the public utilities and agencies of local, state, and federal government identified during the pre-application meeting or subsequently identified as having a substantial interest in the proposed subdivision; and

28.4.3.3.4. Such additional relevant and reasonable information as identified by the ~~Development Review Committee~~ Planning Department during the pre-application meeting pursuant to Section ~~III-A-1(e)(iii)~~ 28.4.2.3.3 that is pertinent to the required elements of this Section.

28.4.3.3.5. One electronic copy of the subdivision application and all listed supporting material.

28.4.4. Review Process

~~a. Local Government to Perform Element and Sufficiency Review~~

~~The local government shall be the entity to complete element and sufficiency review even if the subdivider has applied to the DEQ first pursuant to 76-4-129, MCA.~~

28.4.4.1. Element Review

28.4.4.1.1. Within five (5) working days of receipt of a subdivision application and fee, the Planning Department shall determine whether the application contains all of the applicable elements and materials required by Section ~~III-B-1~~ 28.4.3 of these regulations and shall give written notice to the subdivider of the Department's determination.

28.4.4.1.2. If the Planning Department determines that elements are missing from the application, those elements shall be identified in the notification and the Department shall take no further action on the application until the missing elements are submitted.

~~The subdivider may correct the deficiencies and resubmit the application.~~

28.4.4.1.3. If the subdivider corrects the deficiencies and resubmits the application ~~in accordance with (b)(i)(B) above~~, the Planning Department shall have five (5) working days to notify the subdivider whether the resubmitted application contains all the materials required.

~~(D) This process shall be repeated until the subdivider submits an application containing all the materials required by Section III-B-1.~~

28.4.4.2. Sufficiency Review

28.4.4.2.1. Within fifteen (15) working days after the Planning Department notifies the subdivider that the application contains all of the required elements as provided in ~~subsection (b)~~ 28.4.4.1, the Planning Department shall determine whether the application and required elements contain detailed, supporting information that is sufficient to allow for the review of the proposed subdivision under the provisions of the MSPA and these regulations and shall give written notification to the subdivider of the Department's determination.

28.4.4.2.2. If the Planning Department determines that the information in the application is not sufficient to allow for review of the proposed subdivision, the notification shall identify the insufficient information and the Department shall take no further action on the application until the material is resubmitted.

~~(B) The subdivider may correct the deficiencies and resubmit the application.~~

28.4.4.2.3. If the subdivider corrects the deficiencies and resubmits the application ~~in accordance with (i)(B) above~~, the Planning Department shall have fifteen (15) working days to notify the subdivider whether the resubmitted application and required elements contain detailed, supporting information that is sufficient to allow for review of the proposed subdivision under provisions of the MSPA and these regulations.

~~(D) — This process shall be repeated until the subdivider submits an application that contains detailed, supporting information that is sufficient for review of the proposed subdivision under the provisions of the MSPA and these regulations.~~

28.4.4.2.4. A determination that an application contains sufficient information for review as provided in this ~~subsection (e)~~ does not ensure that the proposed subdivision will be approved or conditionally approved by the governing body and does not limit the ability of the Planning Department, Planning Board, or the governing body to request additional information during the review process.

~~(iii) — A determination of sufficiency by the Planning Department pursuant to this subsection does not limit the DEQ from requiring additional water and sanitation information as part of the DEQ review of water and sanitation information.~~

### 28.4.4.3. Applicable Regulations

Subdivision review and approval, conditional approval or denial shall be based on those regulations in effect at the time a subdivision application and preliminary plat is submitted and deemed to contain sufficient information for review. If regulations change during the element or sufficiency review, the determination of whether the application contains the required elements and sufficient information, and the subdivision review, shall be based on the new regulations.

### 28.4.4.4. Time Period for Approval, Conditional Approval, or Denial

Within sixty (60) working days, the governing body shall approve, conditionally approve or deny the proposed subdivision ~~according to Section III-B-6 of these regulations~~, unless the subdivider and the Department agree to an extension or suspension of the review period. The review period of sixty (60) working days begins once the Planning Department has given notice to the subdivider that the subdivision application is sufficient for review. If the subdivision application contains 50 or more lots, the review period is increased

to 80 working days. Notification constitutes the date when the Planning Department sends the notice to the subdivider.

28.4.4.5. Public Agency and Utility Review

Review and comment by public agencies or utilities may not delay the governing body’s action on the subdivision application beyond the sixty (60) or eighty (80) working day review period. The governing body will make these comments available to the subdivider and to the general public upon request. If, during the review of the application, the Planning Department ~~or the Planning Board~~ contacts a public utility, agency, or other entity that was not included on the list provided during the pre-application meeting, the Planning Department shall notify the subdivider of the contact and the timeframe for response.

~~III B 3. Public Hearings and Notices In General~~

~~a. Hearings~~

~~The Planning Board shall hold a public hearing on the subdivision application when a hearing is required by these regulations.~~

~~b. Notice~~

~~(i) Notice of the times and dates of the hearing shall be given by publication in a newspaper of general circulation in the county not less than fifteen (15) days prior to the date of the hearing.~~

~~(ii) At least fifteen (15) days prior to the date of the hearing, notice of the hearing shall be given by certified mail to the subdivider, each property owner of record whose property is immediately adjoining the land included in the preliminary plat, and each purchaser under contract for deed of property immediately adjoining the land included in the preliminary plat.~~

~~(iii) The Planning Board may require the notices be posted at conspicuous places on the site of the proposed subdivision.~~

28.4.5. Planning Board Hearing, Consideration and Recommendation

28.4.5.1. Hearing

After the subdivision application is deemed to have all the required elements and contain detailed, supporting information that is sufficient to allow for review, the Planning Board shall hold a public hearing on the subdivision application.

28.4.5.2. Notice

Notice of the time and date of the hearing shall be given by publication in a newspaper of general circulation in the County not less than fifteen (15) days prior to the meeting date.

At least fifteen (15) days prior to the date of the hearing, notice shall be given by certified mail to the subdivider, each property owner of record whose property is immediately adjoining the land included in the preliminary plat, and each purchaser under contract for deed of property immediately adjoining the land included in the preliminary plat.

28.4.5.3. Consideration Standards

In recommending approval, conditional approval or denial of the subdivision application, the Planning Board shall base its recommendation on compliance of the subdivision application with the following:

28.4.5.3.1. These regulations, including but not limited to the design standards set forth in Section ~~V~~28.7;

28.4.5.3.2. Applicable zoning regulations;

28.4.5.3.3 The MSPA, including but not limited to 76-3-608(3), MCA, as delineated in Section 28.4.7.2.3 of these regulations; and

28.4.5.3.3. Other applicable regulations;

28.4.5.4. Consideration Evidence

In recommending approval, conditional approval or denial of the subdivision application and preliminary plat, the Planning Board may consider, without limitation, the following (as applicable):

- (i) the subdivision application and preliminary plat;
- (ii) the environmental assessment;
- (iii) discussion of probable impacts;
- (iv) an officially adopted growth policy;
- (v) the public hearing;

- (vi) planning staff report and recommendation; and
- (vii) any additional information authorized by law.

d. Recommendation

Within ten (10) working days after the public hearing, the Planning Board shall submit the following in writing to the subdivider and the governing body:

- (i) recommended findings of fact based on the evidence in subsection (c) above that discuss and weigh the subdivision's compliance with and impact on subsection (b) of these regulations; and
- (ii) a recommendation for approval, conditional approval (including any recommended conditions and/or mitigation measures), or denial of the subdivision application and preliminary plat.

~~e. Water and Sanitation Information~~

~~— The Planning Board or planning staff shall collect public comment regarding water and sanitation information pertaining to the subdivision. The planning board shall forward all comments regarding water and sanitation to the governing body.~~

28.4.6. Subdivider’s Preference for Mitigation

No later than ten (10) days before the meeting at which the governing body is to consider the subdivision application and preliminary plat, the subdivider may submit in writing to the governing body the subdivider's comments on and responses to the Planning Board’s recommendations. This document may include the subdivider’s alternative proposals, if any, for mitigating the impacts identified in the Planning Board’s recommendations. The governing body will consult with the subdivider and will give due weight and consideration to the subdivider’s expressed preference.

28.4.7. Governing Body Decision and Documentation

28.4.7.1. Prerequisites to Approval

The governing body may not approve or conditionally approve a subdivision application and preliminary plat unless the proposed subdivision:

- 28.4.7.1.1. Provides easements for the location and installation of any planned utilities;

28.4.7.1.2. Provides legal and physical access to each parcel within the subdivision and the notation of that access on the applicable plat and any instrument transferring the parcel;

28.4.7.1.3. Assures that all required public improvements will be installed before final plat approval, or that their installation after final plat approval will be guaranteed as provided by section ~~III-C-5~~ [28.4.9.5](#) of these regulations; and

28.4.7.1.4. Complies with the requirements of 76-3-504, MCA, regarding the disclosure and disposition of water rights. ~~as follows:~~

~~If the proposed subdivision will create lots averaging less than five (5) acres in size, pursuant to 76-3-504(1)(j), MCA, the subdivider shall:~~

~~(A) — reserve all or a portion of the appropriation water rights owned by the owner of the land to be subdivided and transfer the water rights to a single entity for use by landowners within the subdivision who have a legal right to the water, and reserve and sever any remaining surface water rights from the land;~~

~~(B) — if the land to be subdivided is subject to a contract or interest in a public or private entity formed to provide the use of a water right on the subdivision lots, establish a landowner’s water use agreement administered through a single entity that specifies administration and the rights and responsibilities of landowners within the subdivision who have a legal right and access to the water; or~~

~~(C) — reserve and sever all surface water rights from the land.~~

~~NOTE: When comment or information is presented to the governing body at a meeting where it is considering a proposed subdivision, the governing body shall determine whether such comment constitutes information or analysis of information that was presented at the planning board hearing on the subdivision application that the public has had a reasonable opportunity to examine and on which the public has had a reasonable opportunity to comment, in which case the governing body shall proceed to its decision whether to approve, conditionally approve, or deny the proposed subdivision; or~~

~~New relevant and credible information or analysis of information that has never been submitted as evidence or considered by the planning board at a hearing on the subdivision application, in~~



~~which case the governing body shall direct the planning board to schedule a subsequent public hearing for consideration of only the new information or analysis of information that may have an impact on the findings and conclusions that the governing body will rely upon in making its decision on the proposed subdivision.~~

~~When held, subsequent hearings must occur within forty five (45) days of the order by the governing body. Subsequent hearings shall be subject to the same notice requirements as original public hearings and shall be limited in scope to the new information not yet considered.~~

~~The ordering of a subsequent hearing shall suspend the sixty (60) day review period until the next meeting of the governing body at which the subdivision application may legally be considered.~~

28.4.7.1.5 The governing body shall determine whether public comments or other information presented to the governing body at a hearing held pursuant to 76-3-605:

Constitutes relevant, new information regarding a subdivision application or substantial change to the design of the subdivision that has never been submitted as evidence or considered by the governing body or its agent or agency and has a substantial effect on the governing body’s consideration of the application.

The governing body may:

Approve, conditionally approve or deny the proposed subdivision without basing its decision on the new information if the governing body determines that the new information is either irrelevant or not credible or the change in design of the subdivision does not substantially impact the analysis of potentially significant adverse impacts; or

Schedule or direct its agent or agency to schedule a subsequent hearing for consideration of only the new information, including a substantial change to the design of the subdivision for purposes of considering its findings of fact and conclusions and any proposed conditions of approval in light of the new information that the governing body will rely on in making its decision on the proposed subdivision.

If a subsequent hearing is held, the 60 or 80-day review period is suspended and the new hearing must be noticed and held within 45 days of the governing body’s determination to schedule a new

hearing. After the new hearing, the 60 or 80-day time limit resumes at the governing body’s next scheduled public meeting for which proper notice can be provided for the consideration of the subdivision.

28.4.7.2. Consideration-~~Standards~~

In approving, conditionally approving, or denying a subdivision application and preliminary plat, the governing body shall consider ~~subsection (a)~~ 28.4.7.1 above, and whether the proposed subdivision complies with:

28.4.7.2.1. These regulations, including, but not limited to, the design standards set forth in Section ~~V~~28.7;

28.4.7.2.2. Applicable zoning regulations; ~~and~~

28.4.7.2.3. Other applicable regulations; and

28.4.7.2.4 The MSPA, including but not limited to the following factors that are representative of, but not an exhaustive list of impacts on the criteria identified in 76-3-608(3)(a), MCA:

28.4.7.2.3.1. Impacts on agriculture

Agriculture is defined as the production of food, feed, and fiber commodities, livestock and poultry, bees, fruits and vegetables, and sod, ornamental, nursery, and horticultural crops that are raised, grown, or produced for commercial purposes.

- (1) Would the subdivision remove agricultural or timberlands with significant existing or potential production capacity?
- (2) Would the subdivision remove from production agricultural lands that are critical to the area’s agricultural operations?
- (3) Would the subdivision create significant conflict with nearby agricultural operations (e.g. creating problems for moving livestock, operating farm machinery, maintaining water supplies, controlling weeds, applying pesticides or would the subdivision generate nuisance complaints due to nearby agricultural operations)?

28.4.7.2.3.2. Impact on agricultural water user facilities

Agricultural water user facilities are defined as any part of an irrigation system used to produce an agricultural product on property used for agricultural purposes.

- (1) Would the subdivision create a significant conflict with agricultural water user facilities (e.g. creating problems for operating and maintaining irrigation systems or creating nuisance complaints due to safety concerns, noise, etc.)?

28.4.7.2.3.3. Impact on local services

Local services are defined as all services provided by any local government unit having jurisdiction over the subdivision as well as those commonly provided by private entities to similar properties in the vicinity.

- (1) What additional or expanded public services and facilities would be demanded to serve this subdivision?
  - a. What additional costs would result for services such as streets, law enforcement, parks and recreation, fire protection, water, sewer and solid waste, schools and busing (including additional personnel, equipment, construction and maintenance costs)?
  - b. Who would bear these costs?
  - c. Can the service providers meet the additional costs given legal and other constraints?
- (2) Would the subdivision allow existing services, through expanded use, to operate more efficiently or make the installation or improvement of services feasible?
- (3) What are the present tax revenues received from the unsubdivided land by the County, City and Schools?
- (4) What would be the approximate revenues received by each above taxing authority when the subdivision is improved and built upon?
- (5) Would new taxes generated from the subdivision cover additional public costs?
- (6) Would any special improvement districts be created which would obligate the City fiscally or administratively?

28.4.7.2.3.4. Impact on natural environment

The natural environment is defined as the physical conditions that exist within a given area.

- (1) How would the subdivision affect surface and groundwater, soils, slopes, vegetation, historical or archaeological features, and visual features within the subdivision or on adjacent lands?
  - a. Would any streambanks be altered, streams rechanneled or any surface water contaminated from run-off carrying sedimentation or other pollutants?
  - b. Would groundwater supplies likely be contaminated or depleted as a result of the subdivision?
  - c. Would construction of streets or building sites result in excessive cuts and fills on steep slopes or cause erosion on unstable soils?
  - d. Would significant vegetation be removed causing soil erosion or bank instability?
  - e. Would significant historical or archaeological features be damaged or destroyed by the subdivision?
  - f. Would the subdivision be subject to natural hazards such as flooding, rock, snow or land slides, high winds, severe wildfires or difficulties such as shallow bedrock, high water table, unstable or expansive soils, or excessive slopes?

#### 28.4.7.2.3.5. Impacts on wildlife and habitat

Wildlife and wildlife habitat are defined as living things that are neither human nor domesticated and the physical surroundings required for their existence.

- (1) How would the subdivision affect critical wildlife areas such as big game wintering range, migration routes, nesting areas, wetlands or other important habitat?
- (2) How would pets or human activity affect wildlife?

#### 28.4.7.2.3.6. Impacts on public health and safety

Public health and safety is defined as a condition of well being wherein risk of injury to the community at large is minimized.

- (1) Would the subdivision be subject to hazardous conditions due to high voltage lines, airports, highways, railroads, high-pressure gas lines, or adjacent industrial uses?
- (2) What existing uses may be subject to complaints from residents of the subdivision?
- (3) What public health or safety hazards, such as dangerous traffic or fire conditions, would be created by the subdivision?

28.4.7.3. ~~Consideration~~-Evidence

The basis for the governing body’s decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision application, preliminary plat, applicable environmental assessment, public hearing, staff report, planning board recommendations, or additional information demonstrates that development of the proposed subdivision meets the requirements of the Montana Subdivision and Platting Act. A governing body may not deny approval of a proposed subdivision based solely on the subdivision’s impacts on educational services or based solely on parcels within the subdivision having been designated as wildland-urban interface parcels under 76-13-145 M.C.A.

A governing body may not withhold, deny, or impose conditions on any land use approval based solely on compliance with an adopted growth policy. A growth policy is not a regulatory document and does not confer any authority to regulate that is not otherwise specifically authorized by adopted law or regulations. §76-1-605 M.C.A.

~~In making its decision to approve, conditionally approve, or deny a proposed subdivision, the governing body may consider the following, as applicable:~~

- ~~(i) — the subdivision application and preliminary plat;~~
- ~~(ii) — the environmental assessment;~~
- ~~(iii) — the statement of probable impacts and mitigation;~~
- ~~(iv) — an officially adopted growth policy;~~
- ~~(v) — comments, evidence and discussions at the public hearing;~~
- ~~(vi) — planning staff report and recommendations;~~

~~(vii) — Planning Board recommendation; and~~

~~(viii) — any additional information authorized by law.~~

28.4.7.4. Water and Sanitation ~~Special Rules~~

All subdivisions under the jurisdiction of these regulations will be serviced by the City’s municipal water and sanitary sewer utilities. The City will also review and approve storm water plans to ensure adequate storm water drainage. Subdividers will be required to submit, to the Department of Environmental Quality, a Municipal Facilities Exclusion application after the City has approved the utility and storm water design for the subdivision and prior to final plat approval.

~~(i) — The governing body may conditionally approve or deny a proposed subdivision application as a result of the water and sanitation information provided in Section III-B-1(a)(i) or public comment received pursuant to subsection (iv) below and Section III-B-4(e) on the water and sanitation information *only if* the conditional approval or denial is based on existing subdivision, zoning or other regulations that the governing body has the authority to enforce.~~

~~(ii) — For a proposed subdivision that will create one or more parcels containing less than twenty (20) acres, the governing body may require approval by the DEQ as a condition of approval of the final plat.~~

~~(iii) — For a proposed subdivision that will create one or more parcels containing twenty (20) acres or more, the governing body may condition approval of the final plat upon the subdivider demonstrating that there is an adequate water source and at least one area for a septic system and a replacement drainfield for each lot.~~

~~(iv) — The governing body shall collect public comments submitted regarding water and sanitation information and shall make any comments submitted or a summary of the comments submitted available to the subdivider within thirty (30) days after conditional approval or approval of the subdivision application and preliminary plat.~~

~~(v) — The subdivider shall, as part of the subdivider's application for sanitation approval, forward the comments or the summary provided by the governing body to the:~~

~~(A) — reviewing authority provided in Montana Code Annotated, Title 76, chapter 4, for subdivisions that will create one or more parcels containing less than twenty (20) acres; and~~

~~(B) — local health department or board of health for proposed subdivisions that will create one or more parcels containing twenty (20) acres or more and less than one hundred sixty (160) acres.~~

28.4.7.5. Documentation of Governing Body Decision

28.4.7.5.1. In rendering its decision to approve, conditionally approve, or deny the proposed subdivision, the governing body shall issue written Findings of Fact that discuss and weigh the proposed subdivision’s compliance with section [28.4.7.1](#) and [28.4.7.2](#) above. ~~and impact on the standards set forth in subsection (b) above.~~

28.4.7.5.2. When the governing body approves, denies, or conditionally approves the proposed subdivision, it shall ~~send the subdivider a letter, with the appropriate signature, within 30 working days of its decision, prepare a written statement that must be provided to the applicant, that must be made available to the public, and that must: and make the letter available to the public. The letter shall:~~

28.4.7.5.2.1. ~~contain~~ Include information regarding the appeal process for the denial or imposition of conditions;

28.4.7.5.2.2. ~~identify~~ Identify the regulations and statutes that are used in reaching the decision to approve, deny, or impose conditions and explain how they apply to the decision;

28.4.7.5.2.3. Provide the facts and conclusions that the governing body relied upon in making its decision and reference documents, testimony, or other materials that form the basis of the decision; and

28.4.7.5.2.4. Provide the conditions that apply to the preliminary plat approval and that must be satisfied before the final plat may be approved.

28.4.7.6. Subdivision Application and Preliminary Plat Approval Period

28.4.7.6.1. Approval or conditional approval of a preliminary plat shall be in effect for two (2) calendar years from the date the subdivider is notified of the governing body action. At the end of this period, the governing body may, at the request of the subdivider, extend its approval for a mutually agreed-upon period of time ~~period of one year~~. The governing body may issue more than one extension.

~~(B) — The governing body may extend the approval for more than one year if that approval period is included as a specific condition of a written subdivision improvements agreement between the governing body and the subdivider, provided for in Section III C-5.~~

28.4.7.6.2. Except when reviewing a Phased Development under 76-3-617, M.C.A., after the application and preliminary plat are approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval unless the preliminary plat approval expires.

28.4.7.6.3. The governing body may withdraw approval of an application and preliminary plat if it determines that information provided by the subdivider, and upon which the approval or conditional approval was based, is inaccurate.

28.4.8. Amended Applications

28.4.8.1. If the subdivider changes the subdivision application or preliminary plat after the Planning Department makes a determination of sufficiency pursuant to ~~Section III B-2(e)~~ Section 28.4.4.2 but before the Planning Board hearing, the subdivider shall submit the amended application to the Planning Department for review.

28.4.8.1.1. Within five (5) working days of receiving the amended application or preliminary plat, the Planning Department shall determine whether the changes to the subdivision application or preliminary plat are material.

28.4.8.1.2. The sixty (60) or eighty (80) working day review period is suspended while the Planning Department considers whether the changes to the subdivision application or preliminary plat are material.

28.4.8.1.3. If the Planning Department determines the changes are not material, the sixty (60) or eighty (80) working day review period resumes when the Planning Department mails notice of the decision to the subdivider.

28.4.8.1.4. If the Planning Department determines the changes are material, the Department may either require the subdivider to schedule a new pre-application meeting and resubmit the application as a new subdivision application or proceed with the sixty (60) or eighty (80) working day review period.



28.4.8.2. If the subdivider changes the subdivision application or preliminary plat after the Planning Board hearing but before the governing body review, the subdivider shall submit the amended application or preliminary plat to the Planning Department.

28.4.8.2.1. Within five (5) working days of receiving the amended application or preliminary plat, the Planning Department shall determine whether the changes to the subdivision application or preliminary plat are material.

28.4.8.2.2. The sixty (60) or eighty (80) working day review period is suspended while the Planning Department considers whether the changes to the subdivision application or preliminary plat are material.

28.4.8.2.3. If the Planning Department determines the changes are not material, the sixty (60) or eighty (80) working day review period resumes when the Department mails notice of the decision to the subdivider.

28.4.8.2.4. If the Planning Department determines the changes are material, the Department shall:

28.4.8.2.4.1. Schedule a new Planning Board hearing to take comment on the amended application or preliminary plat. Notice of the new Planning Board hearing shall be provided as set forth in Section 28.4.5.2. III-B-3. A supplemental staff report shall be prepared to address the changes to the original application.

28.4.8.2.4.2. The subdivider will be assessed an additional fee for ~~rehearing~~ reviewing the amendment according to the current Subdivision Review Fee Schedule. (See Section XI-A.)

28.4.8.2.5. When a new Planning Board hearing is held pursuant to ~~subsection (b)(iv)(A)~~ 28.4.8.2.4.1 above, the sixty (60) or eighty (80) working day review period is suspended until ten (10) working days after the date of the second Planning Board hearing.

28.4.8.3. By making changes to a pending subdivision application or preliminary plat, the subdivider consents to suspension of the review period as provided in 28.4.8.1.2 and 28.4.8.2.2 ~~subsections (a)(ii) and (b)(ii) above.~~

28.4.8.4. The following changes, although not an exhaustive list, may be considered material:

28.4.8.4.1. Configuration or number of lots;

28.4.8.4.2. Road layout;

28.4.8.4.3. Water and/or sewer proposals;

28.4.8.4.4. Configuration of park land or open spaces;

28.4.8.4.5. Easement provisions; and

28.4.8.4.6. Designated access.

28.4.8.5. A subdivider whose subdivision application or preliminary plat has been deemed materially changed by the Planning Department may appeal the decision to the governing body by written notice within ten (10) working days. The subdivider may request a hearing, and may submit additional evidence to show that the changes to the preliminary plat are not material.

28.4.8.5.1. The sixty (60) or eighty (80) working day review period is suspended until the governing body decision on the appeal is made.

28.4.8.5.2. If the governing body concludes that the evidence and information demonstrate that the changes to the subdivision application or preliminary plat are material, the governing body shall order that the subdivision application be rescheduled for rehearing in front of the Planning Board pursuant to ~~subsection (b)(iv)(A)~~ 28.4.8.2.4.1.

28.4.8.5.3. If the governing body concludes that the evidence and information demonstrate that the changes to the subdivision application or preliminary plat are *not* material, the sixty (60) or eighty (80) working day review period resumes as of the date of the decision.

28.4.8.5.4. By appealing the decision of the Planning Department, the subdivider agrees to suspension of the sixty (60) or eighty (80) working day review period provided in ~~subsection (i)~~ 28.4.8.5.1 above.

## 28.4.9. Final Plats

### 28.4.9.1 Final Plat Submittal

The final plat must be submitted to the Planning Department before the expiration of the subdivision application and preliminary plat approval period described in ~~Section III-B-6 (f)~~ 28.4.7.6. ~~An application for final plat approval (see form, Appendix D), the final plat, and the appropriate review fee, if any, must be submitted to the Planning Department for review and approval of the governing body. The final plat and all supplementary documents~~ All required documents shall be submitted to the Planning Department at least thirty (30) working days prior to the expiration of preliminary plat approval or an extension

thereto, and no less than ten (10) working days prior to the date the final plat is presented to the governing body for approval. The submittal shall include, as applicable:

- 28.4.9.1.1 A final plat application;
- 28.4.9.1.2. [The final plat as described in 28.4.9.2;](#)
- 28.4.9.1.3. The appropriate fee;
- 28.4.9.1.4. All required information;

~~(iv) — county and/or city attorney approvals; and~~

- 28.4.9.1.5. A written explanation of how each of the conditions of the preliminary plat approval has been satisfied.

### 28.4.9.2. Final Plat Contents

The final plat submitted for approval must conform to the preliminary plat as previously reviewed and approved by the governing body and must incorporate all required modifications and comply with all conditions imposed at the time of subdivision application and preliminary plat approval. The final plat and accompanying documents must comply with the Montana Uniform Standards for Final Subdivision Plats ~~(Appendix G)~~. Final plats of subdivisions approved for phased development may be filed sequentially in accordance with the approval.

### 28.4.9.3. Final Plat Review

28.4.9.3.1. The ~~Development Review Committee~~ [Planning Department](#) shall review the final plat to ascertain that all conditions and requirements for final plat approval have been met. The ~~Development Review Committee~~ [Planning Department](#) will not accept, begin processing, nor schedule any actions on a final plat submittal until a complete application and fee have been received. Final plat applications will not be considered complete until all conditions of preliminary approval have been satisfied.

28.4.9.3.2. The City may require that final subdivision plats be reviewed for errors and omissions in calculation or drafting by an examining land surveyor before recording with the Clerk and Recorder. When the survey data shown on the plat meets the conditions pursuant to these regulations, the examining surveyor shall certify the compliance in a printed or stamped certificate on the plat. The certificate must be signed by the surveyor.

### 28.4.9.4. Restrictive Covenants – Approval and Content

If common property is to be deeded to a property owners’ association, the covenants and by-laws which govern the association must, at a minimum, provide for the:

28.4.9.4.1. Formation of a property owners’ association concurrently with the filing of the final subdivision plat;

28.4.9.4.2. Mandatory membership for each property owner. Purchasers of property may also be required to sign a waiver of right to protest the formation of a maintenance district to maintain improvements;

28.4.9.4.3. Perpetual reservation of the common property when required under 76-3-621(6)(a), MCA;

28.4.9.4.4. Payment of liability insurance premiums, local taxes, and the cost of maintaining recreational or other facilities;

28.4.9.4.5. Placement of liens on the property of lot owners who are delinquent in the payment of association fees and assessments;

28.4.9.4.6. Adjustment of assessments to meet changing needs;

28.4.9.4.7. Means of enforcing the covenants, and of receiving and processing complaints;

28.4.9.4.8. Dissolution of the association and modification of the covenants and restrictions after obtaining the governing body’s approval of the change; and

28.4.9.4.9. Regular maintenance of roads, parks, buildings, drainage facilities, and other facilities controlled by the association.

28.4.9.5. Public Improvements Agreement; Guaranty

As a condition of approval of the final plat, the subdivider must have installed all required improvements or have entered into a subdivision improvements agreement guaranteeing the construction, installation, and maintenance of all required improvements (76-3-507, MCA). (~~Appendix E.~~)

28.4.9.6. Final Plat Approval/[Denial](#)

[Approval by the Governing Body](#)

The governing body shall examine every final subdivision plat and, within thirty (30) working days of its submission to the ~~Development Review Committee~~

Planning Department, shall approve it if it conforms to the conditions of preliminary plat approval and to the terms of the MSPA and these regulations or deny it ~~pursuant to (ii) below~~.

28.4.9.6.1. Approval. The governing body shall certify its approval on the face of the final plat. When applicable, a certificate of the governing body expressly accepting any dedicated land, easements, or improvements will be filed with the final plat.

28.4.9.6.2. Denial. If the final plat is denied, the governing body shall ~~write a letter~~ provide written notice to be sent to the subdivider stating the reason for denial ~~and forward a copy to the subdivider~~. The governing body will return the final plat to the subdivider within ten (10) working days of the action. The subdivider may then make any necessary corrections and resubmit the final plat for approval.

~~b. Final Plat Substantially Different~~

~~If the final plat differs substantially from the approved preliminary plat, the governing body shall return the final plat to the Development Review Committee for additional review.~~

~~c. Inaccurate Information~~

~~The governing body may withdrawal approval of a final plat if it determines that material information provided by the subdivider is inaccurate.~~

28.4.9.7. Final Plat Filing

After it is approved, the final plat may not be altered in any manner except as provided in ~~Section III-D~~ 28.4.10. The county clerk and recorder may not accept any plat for filing that does not bear the governing body’s approval in proper form or that has been altered. The clerk and recorder may file an approved plat only if it is accompanied by the documents specified in the Montana Uniform Standards for Monumentation, and Final Subdivision Plats ~~(Appendix G)~~.

28.4.10. Amending Filed Plats

28.4.10.1. Changes that materially alter any portion of a filed plat, its land divisions or improvements, or that will modify the approved use of land within the subdivision, must be made by filing an amended plat showing all alterations. Any alteration which increases the number of lots or modifies six (6) or more lots, or abandons a public dedicated road right-of-way must be reviewed and approved by the governing body.

28.4.10.2. An amended plat is subject to the procedures for reviewing major or minor subdivisions, as appropriate. The governing body may not approve an amended final plat without the written consent of the owners (or lenders) of all lots that will be modified by the proposed amendment.

28.4.10.3. The governing body may not approve an amendment that will place a lot in non-conformance with the design standards contained in ~~section VI~~[28.7](#) of these regulations unless the governing body issues a written variance from the standards pursuant to ~~Section XI-B~~[28.10.2.1](#), Variances.

28.4.10.4. The final amended plat submitted for approval must comply with the [Montana Uniform Standards for Final Subdivision Plats](#) ~~requirements for final subdivision plats (Appendix G)~~.

**~~28.5. REVIEW AND APPROVAL PROCEDURES FOR~~ MINOR SUBDIVISIONS**

Subdivisions containing five (5) or fewer parcels shall be reviewed as set forth in this ~~Section IV~~. [All minor subdivisions that do not require variance\(s\) from the standards of these regulations shall be reviewed as Administrative Minor Subdivisions in accordance with 28.5.1., below. If an application for a first minor subdivision contains a request for variance from any of the standards contained in these regulation, the application will be reviewed under 76-3-609\(2\) through \(5\)., MCA. Applications for subsequent minor subdivisions that contain a request for variance shall be reviewed using the procedures contained in Section 28.4 of these regulation.](#)

~~First minor subdivisions shall be reviewed pursuant to Section IV-A and subsequent minor subdivisions shall be reviewed pursuant to Section IV-B.~~

28.5.1 ~~First~~ [Administrative](#) Minor Subdivisions ~~Review~~

28.5.1.1 Pre-application Process

28.5.1.1.1. Prior to submittal of the subdivision application, the subdivider ~~shall~~ [may](#) request a pre-application meeting with the Planning Department. The meeting shall occur within thirty (30) days after the subdivider submits a written request for the meeting.

28.5.1.1.2. At the time of the pre-application meeting request, the subdivider shall provide the Planning Department with a sketch plan of the proposed subdivision showing the layout of the proposed features in relation to existing site conditions. The sketch plan may be a freehand sketch drawn directly on a print of the topographic map and should include the following:

28.5.1.1.3. Information on the current status of the site, including:

- a. Location;
- b. Approximate tract and lot boundaries of existing tracts of record;
- c. Description of general terrain;
- d. Natural features;
- e. Existing structures and improvements;
- f. Existing utility lines and facilities; and
- g. Existing easements and rights of way.

28.5.1.1.4. Information on the proposed subdivision, including:

- a. tract and lot boundaries;
- b. proposed public improvements;
- c. location of utility lines and facilities;
- d. easements and rights of way;
- e. parks and open space

28.5.1.1.5. At the pre-application meeting:

28.5.1.1.5.1. The Planning Department shall identify, for informational purposes, the state laws, local regulations and growth policy provisions that may apply to the subdivision review process;

28.5.1.1.5.2. The Planning Department shall provide the subdivider with a list of public utilities, local, state and federal agencies, and any other entities that have a substantial interest in the proposed subdivision ~~and that may be contacted for comment on the subdivision application. The Planning Department shall also identify the timeframes that the public utilities, agencies, and other entities are given to respond;~~ and

28.5.1.1.5.3. The Planning Department shall identify **particular** additional information the Department anticipates will be required for review of the subdivision application pursuant to ~~Section IV-A-5: 28.5.1.4.~~ This does not limit the ability of the Planning Department to request additional information at a later time.

~~28.5.1.1.6. Unless the subdivider submits the subdivision application as provided in Section IV-A-1 28.5.1.2 of these regulations, within one hundred eighty (180) working days of the pre-application meeting, the subdivider must request a second pre-application meeting prior to submitting the application.~~

28.5.1.1.6. The pre-application process described above may be waived by the mutual consent of the Applicant and the Planning Department.

28.5.1.2. ~~First Minor Subdivision~~ Application and Preliminary Plat Submittal

The subdivider shall submit to the ~~governing body or to the agent or agency designated by the governing body~~ Planning Department a subdivision application containing the following materials:

28.5.1.2.1. Two (2) copies of the completed Subdivision Application form ~~(see Appendix A)~~, and the supplements required by therein Appendix B;

28.5.1.2.2. The required review fee ~~as stated in the Fee Schedule in Section XI~~;

28.5.1.2.3. Three (3) copies of the preliminary plat of the proposed minor subdivision which:

28.5.1.2.3.1. Contains the information and supplements required ~~by Appendix A and Appendix B~~;

28.5.1.2.3.2. Conforms to the Design and Improvement Standards set forth in ~~Section VI~~ 28.7 of these regulations.

~~28.5.1.2.4. Sufficient evidence demonstrating that the subdivision will be the first minor subdivision from a tract of record;~~

~~(v) — a summary of probable impacts, pursuant to Appendix H and Section IV-A-8, including any mitigation of impacts;~~

28.5.1.2.4. Proof that the subdivider has submitted for review copies of the-subdivision application to the public utilities and agencies of local, state, and federal government identified during the pre-application meeting or subsequently identified as having a substantial interest in the proposed subdivision; and

28.5.1.2.5. Such additional relevant and reasonable information as identified by the Planning Department during the pre-application meeting pursuant to ~~Section IV-A-1(e)(iii)~~ 28.5.1.1.5.3 that is pertinent to the required elements of this Section.

28.5.1.2.6. One electronic copy of the subdivision application and all listed supporting material.

28.5.1.3. ~~First Minor Subdivision~~ Plat Form and Contents

~~For a first minor subdivision,~~ The subdivider shall submit a preliminary plat that conforms to the Montana Uniform Standards for Monumentation and



Subdivision Plats (~~Appendix G~~). ~~The subdivider must also submit the supplements required for preliminary plats described in Appendix A and B of these regulations.~~ The minor subdivision plat must conform to the design standards set forth in ~~Section VI 28.7~~ of these regulations.

28.5.1.4. ~~First~~ Administrative Minor Subdivision Exceptions

The following do not apply to ~~first~~ Administrative minor subdivisions:

28.5.1.4.1. Preparation of an environmental assessment;

28.5.1.4.2. Public hearing requirements;

28.5.1.4.3. Review of the subdivision application for the impact on the primary review criteria found in 76-3-608(3)(a), MCA. ~~agriculture, agricultural water user facilities, local services, the natural environment, wildlife and wildlife habitat, and public health and safety, if the subdivision is proposed in a jurisdictional area that has adopted zoning regulations that address those impacts;~~

28.5.1.5. ~~First Minor Subdivision~~ Review Process

~~a. —~~ Local Government to Perform Element and Sufficiency Review

~~The local government shall be the entity to complete element and sufficiency review even if the subdivider has applied to the DEQ first pursuant to 76-4-129, MCA.~~

28.5.1.5.1. Element Review

Within five (5) working days of receipt of a subdivision application and fee, the Planning Department shall determine whether the application contains all of the applicable materials required by ~~Section IV A-2, including Appendix A and Appendix B of~~ these regulations, as applicable, and shall give written notice to the subdivider of the Department's determination.

28.5.1.5.1.1. If the Planning Department determines that elements are missing from the application, the Department shall identify those elements in the notification and no further action shall be taken on the application until the missing elements are submitted.

28.5.1.5.1.2. The subdivider may correct the deficiencies and resubmit the application.

28.5.1.5.1.3. If the subdivider corrects the deficiencies and resubmits the application ~~in accordance with (i)(B) above~~, the Planning Department shall have five (5) working days to notify

the subdivider whether the resubmitted application contains all the materials required by ~~Section IV-A-2 and by Appendix A and Appendix B of~~ these regulations, as applicable.

28.5.1.5.1.4. This process shall be repeated until the subdivider submits an application containing all the materials required by ~~these regulations Section IV-A-2, including Appendix A and Appendix B,~~ as applicable.

28.5.1.5.2. Sufficiency Review

Within fifteen (15) working days after the reviewing agent or agency notifies the subdivider that the application contains all of the required elements as provided in ~~subsection (b) 28.5.1.4.1,~~ the Planning Department shall determine whether the application and required elements contain detailed, supporting information that is sufficient to allow for the review of the proposed subdivision under the provisions of the MSPA and these regulations and give written notification, to the subdivider of this determination.

28.5.1.5.2.1. If the Planning Department determines that the information in the application is not sufficient to allow for review of the proposed subdivision, the Department shall identify the insufficient information in its notification and no further action shall be taken on the application until the material is resubmitted.

28.5.1.5.2.2. The subdivider may correct the deficiencies and resubmit the application.

28.5.1.5.2.3. If the subdivider corrects the deficiencies and resubmits the application ~~in accordance with (i)(B) above,~~ the Planning Department shall have fifteen (15) working days to notify the subdivider whether the resubmitted application and required elements contain detailed, supporting information that is sufficient to allow for review of the proposed subdivision under provisions of the MSPA and these regulations.

28.5.1.5.2.4. This process shall be repeated until the subdivider submits an application that contains detailed, supporting information that is sufficient for review of the proposed subdivision under the provisions of the MSPA and these regulations.

28.5.1.5.2.5. A determination that an application contains sufficient information for review as provided in this subsection ~~(e)~~ does not ensure that the proposed subdivision will be approved or

conditionally approved ~~by the governing body~~ and does not limit the ability of the Planning Department, ~~Planning Board, or the governing body~~ to request additional information during the review process.

28.5.1.5.2.6. Upon determination that the application is sufficient for review, the Planning Department shall notify, by first-class mail, each property owner of record whose property is immediately adjoining the land in the preliminary plat and each purchaser under contract for deed of property immediately adjoining the land in the preliminary plat of the pending application. This notice will inform the recipient that the decision to approve, conditionally approve or deny the subdivision will be posted to the City’s official website within 30 days and that protests of the decision pursuant to section 28.5.1.11 will be accepted for 30 days thereafter.

~~(iii) A determination of sufficiency by the Planning Department pursuant to this subsection does not limit the DEQ from requiring additional water and sanitation information as part of the DEQ review of water and sanitation information.~~

28.5.1.5.3. Applicable Regulations

Subdivision review and approval, conditional approval or denial shall be based on those regulations in effect at the time a subdivision application and preliminary plat is deemed to contain sufficient information for review. If regulations change during the element or sufficiency review, the determination of whether the application contains the required elements and sufficient information, and the subdivision review, shall be based on the new regulations. ~~[§76-3-604(9)].~~

28.5.1.5.4. Time Period for Approval, Conditional Approval, or Denial

Within thirty ~~five (35)~~ (30) working days, the ~~governing body~~ Planning Department shall approve, conditionally approve or deny the proposed subdivision ~~according to Section IV-A-8 of these regulations, unless the subdivider and the Planning Department agree to an extension or suspension of the review period, not to exceed one year.~~ The review period of thirty ~~five (35)~~ (30) working days begins once the Planning Department has given notice to the subdivider that the subdivision application is sufficient for review. Notification constitutes the date when the reviewing agent or agency sends the notice to the subdivider.

28.5.1.5.5. Public Agency and Utility Review

Review and comment by public agencies or utilities may not delay the ~~governing body's~~ Planning Department's action on the subdivision application beyond the thirty-~~five (35)~~ (30) working day review period. The ~~governing body~~ Planning Department will make these comments available to the subdivider and to the general public upon request. If, during the review of the application, the Planning Department ~~or the Planning Board~~ contacts a public utility, agency, or other entity that was not included on the list provided during the pre-application meeting, the Planning Department shall notify the subdivider of the contact and the timeframe for response.

28.5.1.6. ~~First Minor Subdivision Planning Board~~ Consideration and Recommendation Decision

~~28.5.1.5.1. Consideration Standards~~

In ~~recommending rendering it decision to approval, conditional approval approve, conditionally approve~~ or ~~denial deny of~~ the subdivision application, the Planning ~~Board~~ Department shall base its ~~recommendation decision~~ decision on compliance of the subdivision application with the following:

28.5.1.6.1. These regulations, including but not limited to the design standards set forth in Section ~~V~~28.7;

28.5.1.6.2. Applicable zoning regulations;

(iii) ~~the MSPA, including but not limited to 76-3-608(3), MCA, as delineated in Section IV-A-8(a) and (b) of these regulations; and~~

28.5.1.6.3. Other applicable regulations.

~~28.5.1.5.2. Consideration Evidence Recommendation~~

~~The Planning Department shall evaluate the proposed subdivision taking into consideration the preliminary plat application, variance request(s) (when applicable), and any additional information submitted. Within ten (10) working days after the determination that the application is sufficient for review, the planning department shall make a recommendation to the governing body to approve, conditionally approve, or deny the subdivision based on established findings of fact that support the recommendation. The department's recommendation shall be provided in writing to the applicant and the governing body and include:~~

~~28.5.1.5.2.1. Recommended findings of fact that describe the factual evidence and analysis of compliance with the submittal requirements and review criteria;~~

~~28.5.1.5.2.2. Recommended conditions and mitigation measures;~~

~~28.5.1.5.2.3. Disclosure of any preferences for mitigation expressed by the applicant to the planning department;~~

~~28.5.1.5.2.4. A recommendation for approval or denial of any variance requests, including any conditions of approval and a summary of facts forming the basis for the recommendation;~~

~~28.5.1.5.2.5. An account of any agency comments received;~~

~~— In recommending approval, conditional approval, or denial of the subdivision application and preliminary plat, the Planning Board may consider, without limitation, the following (as applicable):~~

- ~~(i) — the subdivision application and preliminary plat;~~
- ~~(ii) — discussion of probable impacts;~~
- ~~(iii) — an officially adopted growth policy;~~
- ~~(iv) — planning staff report and recommendation; and~~
- ~~(v) — any additional information authorized by law.~~

~~e. — Recommendation~~

~~Within ten (10) working days of the meeting at which the governing body is to consider the subdivision application and preliminary plat, the Planning Board Department shall submit the following in writing to the subdivider and the governing body:~~

- ~~(i) — recommended findings of fact based on the evidence in subsection (b) above that discuss and weigh the subdivisions compliance with and impact on subsection (a) of these regulations; and~~
- ~~(ii) — a recommendation for approval, conditional approval (including any recommended conditions and/or mitigation measures), or denial of the subdivision application and preliminary plat.~~

~~d. — Water and Sanitation Information~~

~~The Planning Board or planning staff shall collect public comment regarding water and sanitation information pertaining to the subdivision. The Planning Board shall forward all comments regarding water and sanitation to the governing body.~~

~~28.5.1.6. Subdivider's Preference for Mitigation~~

~~No later than ten (10) days before the meeting at which the governing body is to consider the subdivision application and preliminary plat, the subdivider may submit in writing to the governing body the subdivider's comments on and responses to the Planning Board's Department's recommendations. This document may include the subdivider's alternative proposals, if any, for mitigating the impacts identified in the Planning Board's Department's recommendations. The governing body will consult with the subdivider and will give due weight and consideration to the subdivider's expressed preferences [76-3-608(5)(b), MCA].~~

~~28.5.1.7. First Minor Subdivision Governing Body Decision and Documentation~~

~~28.5.1.7.1. Prerequisites to Approval~~

~~The governing body may not approve or conditionally approve a subdivision application and preliminary plat unless the proposed subdivision:~~

~~28.5.1.7.1.1. Provides easements for the location and installation of any planned utilities;~~

~~28.5.1.7.1.2. Provides legal and physical access to each parcel within the subdivision and the notation of that access on the applicable plat and any instrument transferring the parcel;~~

~~28.5.1.7.1.3. Assures that all required public improvements will be installed before final plat approval, or that their installation after final plat approval will be guaranteed as provided by Section III-C-5 of these regulations;~~

~~28.5.1.7.1.4. Complies with the requirements of 76-3-504, MCA, regarding the disclosure and disposition of water rights as follows:~~

~~If the proposed subdivision will create lots averaging less than five (5) acres in size, pursuant to 76-3-504(1)(j), MCA, the subdivider shall:~~

~~(A) — reserve all or a portion of the appropriation water rights owned by the owner of the land to be subdivided and transfer the water rights to a single entity for use by landowners within the subdivision who have a legal right to the water, and reserve and sever any remaining surface water rights from the land;~~

~~(B) — if the land to be subdivided is subject to a contract or interest in a public or private entity formed to provide the use of a water right on the subdivision lots, establish a landowner’s water use agreement administered through a single entity that specifies administration and the rights and responsibilities of landowners within the subdivision who have a legal right and access to the water; or~~

~~(C) — reserve and sever all surface water rights from the land.~~

~~28.5.1.7.2. Consideration Standards~~

~~In approving, conditionally approving, or denying a first minor subdivision application, the governing body shall consider subsection (a) above and whether the proposed subdivision complies with:~~

~~28.5.1.7.2.1. These regulations, including but not limited to, the design standards set forth in Section VI;~~

~~28.5.1.7.2.2. Applicable zoning regulations;~~

~~28.5.1.7.2.3. Other applicable regulations; and.~~

~~(iv) — the MSPA, including but not limited to the following factors that are representative of, but not an exhaustive list of impacts on the criteria identified in 76-3-608(3)(a), MCA:~~

~~(A) — Impacts on agriculture~~

~~Agriculture is defined as the production of food, feed, and fiber commodities, livestock and poultry, bees, fruits and vegetables, and sod, ornamental, nursery, and horticultural crops that are raised, grown, or produced for commercial purposes.~~

~~(1) — Would the subdivision remove agricultural or timberlands with significant existing or potential production capacity?~~

~~(2) — Would the subdivision remove from production agricultural lands that are critical to the area’s agricultural operations?~~

~~(3) — Would the subdivision create significant conflict with nearby agricultural operations (e.g. creating problems for moving livestock, operating farm machinery, maintaining water supplies, controlling weeds, applying pesticides or would the subdivision generate nuisance complaints due to nearby agricultural operations)?~~

~~(B) — Impact on agricultural water user facilities~~

~~Agricultural water user facilities are defined as any part of an irrigation system used to produce an agricultural product on property used for agricultural purposes.~~

~~(1) — Would the subdivision create a significant conflict with agricultural water user facilities (e.g. creating problems for operating and maintaining irrigation systems or creating nuisance complaints due to safety concerns, noise, etc.)?~~

~~(C) — Impact on local services~~

~~Local services are defined as all services provided by any local government unit having jurisdiction over the subdivision as well as those commonly provided by private entities to similar properties in the vicinity.~~

~~(1) — What additional or expanded public services and facilities would be demanded to serve this subdivision?~~

~~a. — What additional costs would result for services such as streets, law enforcement, parks and recreation, fire protection, water, sewer and solid waste, schools and busing (including additional personnel, equipment, construction and maintenance costs)?~~

~~b. — Who would bear these costs?~~

~~e. — Can the service providers meet the additional costs given legal and other constraints?~~

~~(2) — Would the subdivision allow existing services, through expanded use, to operate more efficiently or make the installation or improvement of services feasible?~~



- ~~(3) — What are the present tax revenues received from the unsubdivided land by the County, City and Schools?~~
- ~~(4) — What would be the approximate revenues received by each above taxing authority when the subdivision is improved and built upon?~~
- ~~(5) — Would new taxes generated from the subdivision cover additional public costs?~~
- ~~(6) — Would any special improvement districts be created which would obligate the City fiscally or administratively?~~

~~(D) — Impact on natural environment~~

~~The natural environment is defined as the physical conditions that exist within a given area.~~

- ~~(2) — How would the subdivision affect surface and groundwater, soils, slopes, vegetation, historical or archaeological features, and visual features within the subdivision or on adjacent lands?~~
  - ~~a. — Would any streambanks be altered, streams rechanneled or any surface water contaminated from run-off carrying sedimentation or other pollutants?~~
  - ~~b. — Would groundwater supplies likely be contaminated or depleted as a result of the subdivision?~~
  - ~~c. — Would construction of streets or building sites result in excessive cuts and fills on steep slopes or cause erosion on unstable soils?~~
  - ~~d. — Would significant vegetation be removed causing soil erosion or bank instability?~~
  - ~~e. — Would significant historical or archaeological features be damaged or destroyed by the subdivision?~~
  - ~~f. — Would the subdivision be subject to natural hazards such as flooding, rock, snow or land slides, high winds, severe wildfires or difficulties such as shallow bedrock, high water table, unstable or expansive soils, or excessive slopes?~~

~~(E) — Impacts on wildlife and habitat~~

~~Wildlife and wildlife habitat are defined as living things that are neither human nor domesticated and the physical surroundings required for their existence.~~

~~(1) — How would the subdivision affect critical wildlife areas such as big game wintering range, migration routes, nesting areas, wetlands or other important habitat?~~

~~(2) — How would pets or human activity affect wildlife?~~

~~(F) — Impacts on public health and safety~~

~~Public health and safety is defined as a condition of well being wherein risk of injury to the community at large is minimized.~~

~~(1) — Would the subdivision be subject to hazardous conditions due to high voltage lines, airports, highways, railroads, high pressure gas lines, or adjacent industrial uses?~~

~~(2) — What existing uses may be subject to complaints from residents of the subdivision?~~

~~(3) — What public health or safety hazards, such as dangerous traffic or fire conditions, would be created by the subdivision?~~

~~28.5.1.7.3. Consideration—Evidence~~

~~In making its decision to approve, conditionally approve, or deny a proposed first minor subdivision the governing body may consider the following, as applicable:~~

~~(i) — the subdivision application and preliminary plat;~~

~~(ii) — the statement of probable impacts and mitigation;~~

~~(iii) — an officially adopted growth policy;~~

~~(iv) — planning staff report and recommendations;~~

~~(v) — Planning Board recommendation; and~~

~~(vi) — any additional information authorized by law.~~

28.5.1.7. Water and Sanitation Special Rules

All subdivisions under the jurisdiction of these regulations will be serviced by the City’s municipal water and sanitary sewer utilities. The

City will also review and approve storm water plans to ensure adequate storm water drainage. Subdividers will be required to submit, to the Department of Environmental Quality, a Municipal Facilities Exclusion application after the City has approved the utility and storm water design for the subdivision and prior to final plat approval.

- ~~(i) — The governing body may conditionally approve or deny a proposed subdivision application as a result of the water and sanitation information provided in Section IV-A-2(a)(iii)(A) or public comment received pursuant to subsection (iv) below and Section IV-A-8(d) on the water and sanitation information *only if* the conditional approval or denial is based on existing subdivision, zoning or other regulations that the governing body has the authority to enforce.~~
- ~~(ii) — For a proposed subdivision that will create one or more parcels containing less than twenty (20) acres, the governing body may require approval by the DEQ as a condition of approval of the final plat.~~
- ~~(iii) — For a proposed subdivision that will create one or more parcels containing twenty (20) acres or more, the governing body may condition approval of the final plat upon the subdivider demonstrating that there is an adequate water source and at least one area for a septic system and a replacement drainfield for each lot.~~
- ~~(iv) — The governing body shall collect public comments regarding water and sanitation information and shall make any comments submitted or a summary of the comments submitted available to the subdivider within thirty (30) days after conditional approval or approval of the subdivision application and preliminary plat.~~
- ~~(iv) — The subdivider shall, as part of the subdivider's application for sanitation approval, forward the comments or the summary provided by the governing body to the:
 
  - ~~(A) — reviewing authority provided in Montana Code Annotated, Title 76, Chapter 4, for subdivisions that will create one or more parcels containing less than twenty (20) acres; and~~
  - ~~(B) — local health department or board of health for proposed subdivisions that will create one or more parcels containing twenty (20) acres or more and less than one hundred sixty (160) acres.~~~~

~~28.5.1.7.5. Documentation of Governing Body Decision~~

~~28.5.1.7.5.1. In rendering its decision to approve, conditionally approve, or deny the proposed subdivision the governing body shall issue written Findings of Fact that discuss and weigh the proposed subdivision’s compliance with (a) and impact on the standards set forth in subsection (b) above.~~

28.5.1.8. When the ~~governing body~~ Planning Department approves, denies, or conditionally approves the proposed subdivision, it shall, within 30 working days of its determination that the subdivision is sufficient for review, prepare a written statement that must be provided to the applicant, that must be made available to the public, and that:~~send the subdivider a letter, with the appropriate signature, and make the letter available to the public. The letter shall:~~

28.5.1.8.1. ~~contain~~ Includes information regarding the appeal process for the denial or imposition of conditions;

28.5.1.8.2. ~~identify~~ Identifies the regulations and statutes that are used in reaching the decision to approve, deny, or impose conditions and explain how they apply to the decision;

28.5.1.8.3. Provides the facts and conclusions that the ~~governing body~~ Planning Department relied upon in making its decision and reference documents, testimony, or other materials that form the basis of the decision;

28.5.1.8.4. Provides the conditions that apply to the preliminary plat approval and that must be satisfied before the final plat may be approved.

28.5.1.9. ~~Subdivision~~ Application and Preliminary Plat Approval Period

28.5.1.9.1. Approval or conditional approval of a preliminary plat shall be in effect for two (2) calendar years from the date of the Planning Department action. The governing body must establish the term of the approval or conditional approval of the subdivision application and preliminary plat, which must be at least one but not more than three (3) calendar years.

28.5.1.9.2. At the end of this period the ~~governing body~~ Planning Department may, at the request of the subdivider, extend its

approval for a mutually agreed-upon period of time.~~period of one year.~~

~~(B) — The governing body may extend the approval for more than one year if that approval period is included as a specific condition of a written subdivision improvements agreement between the governing body and the subdivider, provided for in Section IV-A-10.~~

~~28.5.1.7.2.3. After the application and preliminary plat are approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval unless the preliminary plat approval expires.~~

~~28.5.1.7.2.4. The governing body may withdraw approval of an application and preliminary plat if it determines that information provided by the subdivider, and upon which the approval or conditional approval was based, is inaccurate.~~

~~28.5.1.8. First Minor Subdivisions — Amended Applications~~

~~28.5.1.8.1. If the subdivider changes the subdivision application or preliminary plat before the governing body makes its decision, the subdivider shall submit the amended application or preliminary plat to the Planning Department for review.~~

~~28.5.1.8.2. Within five (5) working days of receiving the amended application or preliminary plat, the Planning Department shall determine whether the changes to the subdivision application or preliminary plat are material.~~

~~28.5.1.8.3. The thirty five (35) working day review period is suspended while the Planning Department considers the amended application or preliminary plat.~~

~~28.5.1.8.4. If the Planning Department determines the changes are not material, the thirty five (35) working day review period resumes when the Department mails notice of the decision to the subdivider.~~

~~28.5.1.8.5. If the Planning Department determines the changes are material, the Department shall require the subdivider to schedule a new pre-application meeting and resubmit the application and preliminary plat as a new subdivision application.~~

~~28.5.1.8.6. By making changes to a pending subdivision application or preliminary plat, the subdivider consents to suspension of the review period as provided in subsection (a)(ii).~~

~~28.5.1.8.7. The following changes, although not an exhaustive list, may be considered material:~~

~~28.5.1.8.7.1. Configuration or number of lots;~~

~~28.5.1.8.7.2. Road layout;~~

~~28.5.1.8.7.3. Water and/or septic proposals;~~

~~28.5.1.8.7.4. Configuration of park land or open spaces;~~

~~28.5.1.8.7.5. Easement provisions;~~

~~28.5.1.8.7.6. Designated access;~~

~~28.5.1.8.8. A subdivider whose subdivision application or preliminary plat has been deemed materially changed by the Planning Department may appeal the decision to the governing body. The person may request a hearing, and may submit additional evidence to show that the changes to the preliminary plat are not material. When an appeal is made:~~

~~28.5.1.8.8.1. The thirty-five (35) working day review period is suspended until the governing body decision on the appeal is made.~~

~~28.5.1.8.8.2. If the governing body concludes that the evidence and information demonstrate that the changes to the subdivision application or preliminary plat are material, the governing body shall require the subdivision application and preliminary plat should be resubmitted pursuant to subsection (a)(iv).~~

~~28.5.1.8.8.3. If the governing body concludes that the evidence and information demonstrate that the changes to the subdivision application or preliminary plat are *not* material, the thirty-five (35) working day review period resumes as of the date of the decision.~~

~~28.5.1.8.8.4. By appealing the decision of the Planning Department, the subdivider agrees to suspension of the thirty-five (35) working day review period provided in subsection (d)(i) above.~~

28.5.1.10.~~First~~ Minor Subdivision Final Plat

~~The final plat must have the contents, and be submitted and reviewed in accordance with the appropriate requirements contained in Section III C, Final Plat.~~ The Planning Department shall approve Minor Subdivision final plats after determining that the plat meets the requirements of these regulations, any conditions placed upon preliminary approval and all requirements of the Montana Subdivision and Platting Act. All final plats will be signed by the Chair of the Governing Body.

~~28.5.2. Subsequent Minor Subdivisions~~

~~Subsequent minor subdivisions shall be reviewed as major subdivisions. All the requirements and procedures of Section III of these regulations must be followed for subsequent minor subdivisions.~~

28.5.1.11. If a party identified in 76-3-625(3), MCA objects to subdivision administrator’s decision to approve, conditionally approve, or deny an administrative minor subdivision, the party may request in writing that the subdivision administrator forward the application on to the governing body. The governing body shall sustain the subdivision administrator’s decision based on the record as a whole unless the decision was arbitrary, capricious, or unlawful. The governing body has 15 working days from the receipt of the request to review a decision to approve, conditionally approve, or deny the administrative minor subdivision and make a final determination.

Protests under this section (28.5.1.11) will be accepted for a period of 30 days after the Final Administrative Decision on the subdivision is posted to the City’s official website.

**28.6. DIVISIONS OF LAND-EXEMPTIONS FROM SUBDIVISION REVIEW**

**V.A. Purpose**

~~The State of Montana provides that certain divisions of land, which would otherwise constitute subdivisions, are exempt from local subdivision review and approval, unless the transactions are an attempt to evade the MSPA.~~

**V.B. Divisions of Land Entirely Exempt from the Requirements of These Regulations and the Montana Subdivision and Platting Act**

~~Unless the method of disposition is adopted for the purpose of evading these regulations or the MSPA, the requirements of these regulations and the MSPA do not apply unless otherwise specifically provided when:~~

- ~~a. — A division of land is created by order of any court of record in this state or by operation of law or that, in the absence of agreement between the parties to the sale, could be created by an order of any court in the state pursuant to the law of eminent domain, Title 70, Chapter 30;~~
  - ~~(i) — Before a court of record orders a division of land, the court shall notify the governing body of the pending division and allow the governing body to present written comments on the subdivision.~~
- ~~b. — A division of land is created to provide security for mortgages, liens, or trust indentures for the purpose of construction, improvements to the land being divided, or refinancing purposes;~~
- ~~c. — A division of land creates an interest in oil, gas, minerals, or water that is severed from the surface ownership of real property;~~
- ~~d. — A division of land creates cemetery lots;~~
- ~~e. — A division of land is created by the reservation of a life estate;~~
- ~~f. — A division of land is created by lease or rental for farming and agricultural purposes;~~
- ~~g. — A division of land is in a location over which the state does not have jurisdiction;~~
- ~~h. — A division of land is created for public rights-of-way or public utility sites.~~

~~**V.C. — Specific Exemptions**~~

- ~~a. — Condominiums are constructed on land divided in compliance with these regulations and the MSPA provided that:
 
  - ~~(i) — The approval of the original division of land expressly contemplated the construction of the condominiums and 76-3-621, MCA, is complied with;~~  
~~or~~
  - ~~(ii) — The condominium proposal is in conformance with applicable zoning regulations.~~~~
- ~~b. — The sale, rent, lease, or other conveyance of one or more parts of a building, structure, or other improvement, whether existing or proposed, is not a division of land;~~
- ~~c. — A division of land created by lease or rental of contiguous airport-related land owned by a city, county, the state, or a municipal or regional airport authority provided that the lease or rental is for onsite weather or air navigation facilities;~~



~~the manufacture, maintenance, and storage of aircraft, or air carrier related activities;~~

- ~~d. A division of state owned land unless the division creates a second or subsequent parcel from a single tract for sale, rent, or lease for residential purposes after July 1, 1974;~~
- ~~e. Deeds, contracts, leases, or other conveyances which were executed prior to July 1, 1974.~~

~~**V-D. Specific Exemptions from Review but Subject to Survey Requirements and Zoning Regulations**~~

~~Unless the method of disposition is adopted for the purpose of evading these regulations or the MSPA, the following divisions of land are not subdivisions under these regulations and the MSPA, but are subject to the surveying requirements of 76-3-401, MCA, and zoning regulations adopted under Title 76 Chapter 2. A division of land may not be made under this Section unless the County Treasurer has certified that no real property taxes and special assessments assessed and levied on the land to be divided are delinquent. The Clerk shall notify the Planning Department of any land division described in this Section or 76-3-207(1), MCA.~~

~~**V-D-1. Exemption as a Gift or Sale to a Member of the Immediate Family**~~

- ~~a. Statement of Intent:~~

~~The intention of this exemption is to allow a landowner to convey one parcel to each member of his or her immediate family without local subdivision review. A single parcel may be conveyed to each member of the immediate family under this exemption in each county where the landowner owns property.~~

- ~~(i) The term “immediate family” means the spouse, children (by blood or adoption), or parents of the grantor [76-3-103(8), MCA]. This exemption may be used only by grantors who are natural persons and not by non-corporal legal entities such as corporations, partnerships, and trusts.~~

- ~~b. Required Information~~

~~Filing of any certificate of survey (or recording of an instrument of conveyance) that would use this exemption to create a parcel for conveyance to a family member must show the name of the grantee, relationship to the landowner, and the parcel to be conveyed under this exemption, and the landowner’s certification of compliance. Also, the certificate of survey or~~

~~instrument of conveyance must be accompanied by a deed or other conveying document.~~

~~c. Use of Exemption~~

~~One conveyance of a parcel to each member of the landowner’s immediate family is eligible for exemption from subdivision review under 76-3-207(1)(b), MCA, and these regulations. However, the use of the exemption may not create more than one new parcel per exemption.~~

~~d. Rebuttable Presumptions~~

~~(i) Any proposed use of the family conveyance exemption to divide a tract that was created through use of an exemption will be presumed to be adopted for purposes of evading the Act.~~

~~(ii) The use of the family conveyance exemption to divide tracts that were created as part of an overall development plan with such characteristics as common roads, utility easements, restrictive covenants, open space or common marketing or promotional plan raises a rebuttable presumption that the use of the exemption is adopted for purposes of evading the Act.~~

~~**V-D-2. Exemption to Provide Security for Construction Mortgages, Liens, or Trust Indentures**~~

~~a. Statement of Intent.~~

~~Under policies by many lending institutions and federal home loan guaranty programs, a landowner who is buying a tract with financing or through a contract for deed is required to hold title to the specific site on which the residence will be built. The intended purpose of this exemption is to allow a person who is buying a tract using financing or contract for deed to segregate a smaller parcel from the tract for security for financing construction of a home on the property.~~

~~a. Use of Exemption~~

~~This exemption is not available to simply create a parcel without review by claiming that the parcel will be used for security to finance construction of a home or other structure on the proposed lot.~~

~~This exemption may not be properly invoked unless (1) the claimant is purchasing a larger tract through financing or a contract for deed (and thus does not hold title) and (2) a lending institution requires the landowner to hold title to~~

~~a small parcel of the tract because the smaller tract is required as security for a building construction loan.~~

~~b. Required Materials~~

~~When this exemption is to be used, the landowner must submit to the clerk and recorder Planning Department:~~

- ~~(i) a statement of how many parcels within the original tract will be created by use of the exemption;~~
- ~~(ii) the deed, trust indenture or mortgage for the exempt parcel (which states that the tract of land is being created only to secure a construction mortgage, lien or trust indenture);~~
- ~~(iii) a statement explaining who will have title to and possession of the balance of the original parcel after title to the exempted parcel is conveyed; and~~
- ~~(iv) a signed statement from a lending institution that the creation of the exempted parcel is necessary to secure a construction loan for buildings or other improvements on the parcel.~~

~~e. Rebuttable Presumptions~~

~~The use of this exemption is presumed to have been adopted for the purpose of evading the Act if:~~

- ~~(i) it will create more than one new building site;~~
- ~~(ii) the financing is not for construction on the exempted parcel;~~
- ~~(iii) the person named in the statement explaining who would have possession of the remainder parcel if title to the exempted parcel is conveyed is anyone other than the borrower of funds for construction;~~
- ~~(iv) title to the exempted parcel will not be initially obtained by the lending institution if foreclosure occurs;~~
- ~~(v) it appears that the principal reason the parcel is being created is to create a building site and using the parcel to secure a construction loan is a secondary purpose;~~
- ~~(vi) if the division of land is created for the purpose of conveyance to any entity other than the financial or lending institution to which the~~

~~mortgage, lien or trust indenture was given or to a purchaser upon foreclosure of the mortgage, lien or trust indenture.~~

~~**V-D-3. Exemption for Agricultural Purposes**~~

~~a. Statement of Intent~~

~~The intention of this exemption is to allow a landowner to create a parcel without local review if the parcel will be used only for the production of livestock or agricultural crops and no residential, commercial or industrial buildings will be built on it.~~

~~b. Use of Exemption~~

~~"Agricultural purpose," for purposes of these evasion criteria, means the use of land for raising crops or livestock, and specifically excludes residential structures and facilities for commercially processing agricultural products. Agricultural lands are exempt from review by the DEQ, provided the applicable exemption under the Sanitation in Subdivisions Act is properly invoked by the property owner.~~

~~c. Rebuttable Presumptions~~

~~The following conditions must be met or the use of the exemption will be presumed to have been adopted for the purpose of evading the Act:~~

- ~~(i) The parties to the transaction must enter into a covenant running with the land and revocable only by mutual consent of the county commissioners and the property owner that the divided land will be used exclusively for agricultural purposes. The covenant must be signed by the property owner, the buyer, and the county commissioners.~~
- ~~(ii) The landowner must demonstrate that the planned use of the exempted parcel is for agricultural purposes and that no residential, commercial, or industrial buildings will be built on it.~~
- ~~(iii) Any change in use of the land for anything other than agricultural purposes subjects the parcel to review as a minor subdivision.~~
- ~~(iv) Residential, commercial, or industrial structures, including facilities for commercial processing of agricultural products, may not be utilized, constructed or erected on parcels created under this exemption unless the covenant is revoked.~~

~~26.1.1.1.1 V-D-4. — Relocation of Common Boundary~~

~~a. — Statement of Intent~~

~~The intended purpose of this exemption is to allow a change in the location or the elimination of a boundary line between two parcels and to allow a one-time transfer of a tract to effect that relocation or elimination without subdivision review.~~

~~b. — Required Information~~

~~Certificates of survey claiming this exemption must clearly distinguish between the existing boundary location and, in case of a relocation, the new boundary. This must be accomplished by representing the existing boundary with a dashed line and the new boundary, if applicable, with a solid line. The appropriate certification must be included on the certificate of survey.~~

~~e. — Use of Exemption~~

~~The proper use of the exemption for relocating common boundary lines is to establish a new boundary between adjoining parcels of land outside of a platted subdivision, without creating an additional parcel. The exemption may not be used if the division of land would result in the permanent creation of one or more additional parcels of land.~~

~~d. — Rebuttable Presumptions~~

~~The use of this exemption is presumed to have been adopted for the purpose of evading the Act if the agent determines that the documentation submitted according to this Section does not support the stated reason for relocation.~~

~~**V-EA. — Procedures and Review of Subdivision Exemptions**~~

28.6.1. Exemption Submittal

Any person seeking exemption from the requirements of the Subdivision and Platting Act (76-3-101 et. seq., MCA) shall submit to the Planning Department (1) a certificate of survey or, if a survey is not required, an instrument of conveyance, and (2) evidence of, and an affidavit affirming, entitlement to the claimed exemption.

28.6.2. Review

When a claimed exemption is submitted to the Planning Department, the Department shall cause the documents to be reviewed. The Planning Department shall review the claimed exemption to verify that it is the proper use of the claimed exemption and

complies with the requirements set forth in the MSPA, the Montana Sanitation in Subdivisions Act, and these regulations.

28.6.2.1. Landowners or their agents are encouraged to meet with the Planning Department to discuss whether a proposed land division or use of an exemption is in compliance with these criteria.

28.6.2.2. Within five (5) working days of submittal the Planning Department shall submit a written determination whether the use of the exemption is intended to evade the purposes of the Act.

28.6.2.3. If the Planning Department finds that the proposed use of the exemption complies with the statutes and these criteria, the Department shall notify and advise the ~~clerk and recorder~~ Chair of the City Commission to ~~file~~ sign the certificate of survey or authorize the recording of the instrument of conveyance and accompanying documents. If the Planning Department finds that the proposed use of the exemption does not comply with the statutes and these criteria, the Department shall advise the ~~clerk and recorder~~ Chair not to ~~file-sign~~ or authorize the recording the documents, and ~~the clerk~~ shall return the materials to the landowner.

28.6.2.4. The Planning Department, when determining whether an exemption is claimed for the purpose of evading the Act, shall consider all of the surrounding circumstances. These circumstances may include but are not limited to: the nature of the claimant’s business, the prior history of the particular tract in question, the proposed configuration of the tracts if the proposed exempt transaction is completed, and any pattern of exempt transactions that will result in the equivalent of a subdivision without local government review.

28.6.3. Appeals.

28.6.3.1. Any person whose proposed use of an exemption has been denied by the Planning Department because the proposed division of land has been deemed an attempt to evade the MSPA and/or these regulations may appeal the decision to the governing body. The person may request a hearing, and may submit additional evidence to show that the use of the exemption in question is not intended to evade the MSPA and/or these regulations, ~~and, thereby overcome the rebuttable presumption.~~

28.6.3.2. If the governing body concludes that the evidence and information ~~overcomes the presumption~~ demonstrate that the exemption is not being invoked to evade the MSPA or these regulations, it may authorize the use of the exemption in writing. A certificate of survey claiming an exemption from subdivision review, which otherwise is in proper form, and which the governing body has found not to be an attempt to evade the MSPA or these regulations, may be filed

(or an instrument of conveyance recorded) if it is accompanied by written authorization of the governing body.

28.6.3.3. ~~If the person proposing to use an exemption does not seek to rebut the rebuttable presumption or~~ If the governing body determines that the proposed use of the exemption was for the purpose of evading the Act, the landowner may submit a subdivision application for the proposed land division.

~~**V-E-4. Non-Rebuttable Presumption for Patterns of Development**~~

~~Exempt divisions of land that would result in a pattern of development equivalent to a subdivision shall be deemed to be adopted for purposes of evading the Act. A “pattern of development” occurs whenever three (3) or more parcels of less than 160 acres with common covenants or facilities have been divided from the original tract by the same party or related parties.~~

~~**V-E-5. Identification Codes**~~

~~To assist in the implementation of this review process and to monitor those parcels by exemption the Clerk and Recorder shall cause the following identification codes to be added to the numbering of recorded certificates of survey filed after the effective date of these regulations.~~

- ~~CO ... Court order [76-3-201(1)(a), MCA]~~
- ~~ME ... Mortgage Exemption [76-3-201(1)(b), MCA]~~
- ~~LE ... Life Estate [76-3-201(1)(c), MCA]~~
- ~~RB ... Relocation of Common Boundary [76-3-207(1)(a), MCA]~~
- ~~FC ... Family Conveyance [76-3-207(1)(b), MCA]~~
- ~~AE ... Agricultural Exemption [76-3-207(1)(c), MCA]~~
- ~~OS ... Occasional Sale (used prior to April 6, 1993)~~
- ~~AL ... Aggregation of Lots [76-3-207(e), MCA]~~

**28.7. DESIGN AND IMPROVEMENT STANDARDS**

28.7.1. General Standards

All subdivisions approved by the governing body must comply with the provisions of this Section, except where granted a variance pursuant to ~~Section 28.10.2 IX-B,~~ Variances. The governing body may not grant variances from the provisions of ~~Section 28.7.5 VI-A-4,~~ Floodplain Provisions. ~~For subdivisions created by rent or lease, planned unit developments, and condominiums, refer to Sections VII, VIII, and IX of these regulations.~~

28.7.2. Conformance with Zoning

The design and development of a subdivision must conform to any applicable zoning regulations.

28.7.3. Natural Environment

The design and development of subdivisions must provide satisfactory building sites, which are properly related to topography, and should, to the extent possible, preserve the natural terrain, natural drainage, existing topsoil, trees and other existing vegetation.

28.7.4. Lands Unsuitable for Subdivision

Land that the governing body determines is unsuitable for subdivision because of natural or human caused hazards may not be subdivided for building or residential purposes unless the hazards are eliminated or will be overcome by approved design and construction techniques.

28.7.5. Floodplain Provisions

Land located in the floodway of a 100-year flood event as defined by Title 76, Chapter 5, MCA, or other land determined by the governing body to be subject to flooding may not be subdivided for building or residential purposes or other uses that may increase flood hazards.

28.7.6. Improvement Design

28.7.6.1. Engineering and survey plans, specifications, and reports required in connection with public improvements and other elements of the subdivision required by the governing body must be prepared by a professional engineer or a professional land surveyor as their respective licensing laws allow in accordance with the MSPA and these regulations.

28.7.6.3. All subdivisions under the jurisdiction of these regulations will be serviced by the City’s municipal water and sanitary sewer utilities. The City will also review and approve storm water plans to ensure adequate storm water drainage. Subdividers will be required to submit, to the Department of Environmental Quality, a Municipal Facilities Exclusion application after the City has approved the utility and storm water design for the subdivision and prior to final plat approval.

28.7.7. Lots

28.7.7.1. Each lot must contain a satisfactory building site and conform to ~~health department regulations,~~ applicable zoning regulations and these regulations.



28.7.7.2. No lot may be divided by a municipal or county boundary line.

28.7.7.3. No lot may be divided by a public road, alley or utility right-of-way or easement.

28.7.7.4. Each lot must abut and have access to a public ~~or private~~ street or road. Alleys may not be used to provide the primary access to a lot.

28.7.7.5. Corner lots must be designed to provide acceptable sight distances for safe vehicular movement.

28.7.7.6. Side lot lines must be at substantially right angles to street or road lines and radial to curved street or road lines.

28.7.7.7. Through lots are prohibited. except when they are essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages of topography or orientation.

28.7.8. Blocks

28.7.8.1. Blocks must be designed to assure traffic safety and ease of traffic control and circulation, to accommodate the special needs of the use contemplated, and to take advantage of the limitations and opportunities of the topography.

28.7.8.2. Unless impractical, block length must not be more than 1,600 feet.

28.7.8.3 Blocks must be at least 300 feet wide enough to allow for two tiers of lots unless a narrower configuration is essential to provide separation of residential development from traffic arteries, or to overcome specific disadvantages of topography and orientation, or unless the governing body approves a design consisting of irregularly shaped blocks indented by cul-de-sacs. separated by a twenty-foot-wide alley.

28.7.8.4. All blocks will be oriented in the same direction, creating a street grid with intersections at or very near ninety degrees.

28.7.9. Streets and Roads

28.7.9.1. Design

28.7.9.1.1. The arrangement, type, extent, width, grade, and location of all streets must be considered in their relation to existing and planned streets, topographical conditions, public convenience and safety, and the proposed uses of the land to be served by them.

- (ii) Streets must meet the design specifications in Table 1.

- (iii) Where streets terminate, either a cul-de-sac or “T” turnaround must be provided at the terminus. Cul-de-sacs and “T” turnarounds must conform to the design specifications in Table 1.

28.7.9.1.2.

28.7.9.1.3. All streets must either be dedicated to the public or be private streets to be owned and maintained by an approved property owners’ association.

- (v) Residential driveways must not have direct access to primary highways. Any vehicular access onto a state highway must be approved by the Montana Department of Transportation.
- (vi) Local streets must be designed so as to discourage through traffic.
- (vii) Whenever a subdivision abuts or contains an existing or proposed arterial highway or major thoroughfare, the governing body may require frontage roads or other treatment as may be necessary to adequately protect residential properties and to separate arterial and local traffic.
- (viii) Half streets are prohibited except when they are essential to the development of the subdivision and when the governing body is satisfied that the other half of the street will be dedicated to the public when the adjoining property is subdivided. When an existing half street is adjacent to a tract to be subdivided, the other half of the street must be platted within the new subdivision.

(ix) The alignment of all streets and roads must provide adequate sight distances.

(x) Intersections. The following requirements apply to intersections:

(A) Streets must intersect at 90 degree angles except when topography prohibits this alignment. In no case may the angle of an intersection be less than 60 degrees to the center line of the roadway being intersected.

Two (2) streets meeting a third street from opposite sides must be offset at least 125 feet for local roads and 300 feet for arterials or collectors.

No more than two (2) streets may intersect at one point.

28.7.1. Intersections of local streets with major arterials or highways must be avoided.

28.7.2. Intersections must be designed to provide adequate visibility for traffic safety based on the designed operating speeds of the intersecting roadways.

28.7.3. Hilltop intersections are prohibited, unless no alternatives exist. Intersections on local roads within 100 feet of a hilltop are prohibited. Intersections on arterial and collector roads within 200 feet of a hilltop are prohibited. If no alternative to a hilltop intersection exists, additional traffic control devices will be required.

28.7.4. The grade of approaches to major highways may not exceed five percent.

28.7.9.1.4. Names of new streets or roads aligned with existing streets must be the same as those of the existing streets. Proposed street names may not duplicate or cause confusion with existing street names.

28.7.9.2. Improvements

28.7.9.2.1. All roadway improvements including pavement, curbs, gutters, sidewalks, and drainage, [street lighting, signage and pavement markings](#) must be constructed in accordance with the specifications and standards prescribed in these regulations using materials approved by the governing body.

- (ii) Roadway subgrades must be free of topsoil, sod, vegetation or organic matter, soft clay, and other substandard materials. Subgrades must be properly rolled, shaped, and compacted, and must be approved by the governing body.
- (iii) Streets and roads must be designed to ensure proper drainage. This may require surface crowning, culverts, curbs and gutters, drainage swales and storm drains.
- (iv) Where access from a public road to the subdivision will cross properties not owned by the subdivider, the subdivider must obtain proper easements of sufficient width to satisfy the requirements of Table 1.

Easements must be granted by each property owner in a signed and notarized document. (Appendix F contains a model road access easement). The location of any road easement must be shown on the plat or on a supplemental map. The existence of easements must be noted on the face of the final plat and on any deeds or other instruments conveying lots within the subdivision.

- (v) Existing trees and other vegetation must be preserved whenever appropriate. Plantings may be required for buffering, screening, or prevention of soil erosion and are subject to approval by the governing body.
- (vi) Street lights will be required in subdivisions proposed within or adjacent to areas with existing street lighting. Street lighting may be required in other areas when necessary to protect public safety.
- (vii) Alleys, designed in accordance with Table 1, shall be provided in all residential subdivisions. Alleys will also be the preferred method for providing utility and garbage pick-up access in non-residential subdivisions.
- (viii) Street or road signs and traffic control devices of the size, shape, and height approved by the governing body must be placed at all intersections. Traffic control devices must conform to the standards contained in the *Manual on Uniform Control Devices* available from the Montana Department of Transportation.

28.7.9.2.2. When required by the United States Postal Service, the developer must provide an off-street area for mail delivery.

(viii) ***TABLE 1: Street Design Standards for Subdivisions***

1. Right-of-way width	64 ft.
2. Minimum roadway width	
a. Curbs, back to back	38 ft.
b. Alleys	20 ft.
c. Boulevards	8 ft.
d. Sidewalks	5 ft.
3. Maximum grade less than 100 ft.	10 %
4. Maximum grade more than 100 ft.	8 %
5. Approaches onto Public Roads	
a. minimum sight distance	200 ft.
b. maximum grade for 20'	5%
6. Turning radius	50 ft.

- 7. Cul-de-sacs/Turnarounds
  - a. maximum road length 1000 ft.
  - b. cul-de-sac: minimum outside right-of-way radius 45 ft.
  - c. cul-de-sac: minimum outside roadway radius 40 ft.
  - d. "T" turnaround: backup lengths (2 required) 30 ft. each
  
- 8. Bridges
  - a. curb-to-curb widths same as roadway
  
  - b. design load capacity 20 tons
  - c. vertical clearance 15ft.

28.7.10. Drainage Facilities

All storm water and drainage facilities shall be designed and constructed according to the City of Livingston Public Works Design Standards and Specification Policy.

- ~~a. The drainage system and facilities required for any surface run-off affecting the subdivision is subject to approval by the governing body. Subdivisions containing lots less than twenty (20) acres in size must also be reviewed and approved under Title 76, Chapter 4, MCA, by the DEQ.~~
  
- b. Curbs and gutters will be required on all streets and roadways. Curbs and gutters of adjoining properties must be extended in conformance with current specifications of local and state authorities.
  
- c. Culverts and bridges of adequate size must be provided and installed by the subdivider where drainage channels intersect any street or road right-of-way or easement. All culverts and bridges must be constructed and installed according to applicable local and state standards. Culverts and other drainage facilities must be large enough to accommodate potential run-off from upstream drainage areas.
  
- d. The subdivider must provide suitable drainage facilities for any surface run-off affecting the subdivision. These facilities must be located in street rights-of-way or in perpetual easements of appropriate widths.
  
- e. Drainage systems must not discharge into any sanitary sewer facility.
  
- f. Drainage systems must be designed and certified by a professional engineer.
  
- g. The governing body may require the subdivider to grant easements to prevent encroachment or disruption of drainageways or facilities. Drainage easements

must be shown on the plat and a signed statement granting the easements must appear on the plat.

28.7.11. Water Supply Systems

All water supply systems shall be designed and constructed according to the City of Livingston Public Works Design Standards and Specification Policy and the City’s Modifications to the Montana Public Works Standards.

- ~~a. For subdivisions that will create one or more parcels containing less than twenty (20) acres, the proposed method of supplying domestic water to each lot in the subdivision must comply with the design standards adopted by the Montana DEQ and contained in the Administrative Rules of Montana (ARM) 17.36.301, 17.36.302, 17.36.303, and 17.36.305. By this reference these DEQ standards are incorporated into and made a part of these regulations. Unless defined elsewhere in these regulations, the terms used in these standards will have the meanings assigned to them in ARM 17.36.101.~~
- ~~b. The governing body may not approve the final plat of a subdivision containing lots of less than twenty (20) acres in size, unless the subdivision has been approved by DEQ or other authorized reviewing authority under the Sanitation in Subdivisions Act, sections 76-4-101 et seq., MCA.~~
- ~~c. Any central water supply system must provide adequate and accessible water for fire protection.~~

28.7.12. ~~Sewage~~ Wastewater Treatment Collection Systems

All ~~sewage~~ wastewater collection systems shall be designed and constructed according to the City of Livingston Public Works Design Standards and Specification Policy and the City’s Modifications to the Montana Public Works Standards.

- ~~a. For subdivisions that will create one or more parcels containing less than twenty (20) acres, the proposed method of disposing of sewage from each lot in the subdivision must comply with the design standards adopted by the DEQ and contained in the Administrative Rules of Montana (ARM) 17.36.301, 17.36.302, 17.36.312, and 17.36.320 through 17.36.326. By this reference these DEQ standards are incorporated into and made a part of these regulations. Unless defined elsewhere in these regulations, the terms used in these standards will have the meanings assigned to them in ARM 17.36.101.~~
- ~~b. For subdivisions that will create one or more parcels containing less than twenty (20) acres, the subdivision must have been approved by DEQ or other authorized reviewing authority under the Sanitation in Subdivisions Act, sections 76-4-101 et seq., MCA before the governing body can approve the final plat.~~

e. ~~For subdivisions containing parcels containing twenty (20) acres or more, the subdivider shall have demonstrated that there is an adequate water source and at least one area for a septic system and a replacement drainfield for each lot before the governing body may approve the final plat.~~

28.7.13. Solid Waste

28.7.13.1. The subdivider shall assure that the provisions for collection and disposal of solid waste meet the requirements of the City of Livingston and DEQ standards. ~~For subdivisions that will create one or more parcels containing less than twenty (20) acres, the proposed method of must comply with the standards adopted by the DEQ and contained in the Administrative Rules of Montana (ARM) 17.36.309. By this reference this DEQ standard is incorporated into and made a part of these regulations. Unless defined elsewhere in these regulations, the terms used in these standards will have the meanings assigned to them in ARM 17.36.101.~~

28.7.13.2. The location and means for solid waste collection and disposal shall be subject to approval by the City Public Works Director. ~~Before the governing body will approve the final plat of a subdivision containing lots of less than twenty (20) acres in size, the subdivision must have been approved by the DEQ or other authorized reviewing authority under the Sanitation in Subdivisions Act sections 76-4-101, et seq., MCA.~~

28.7.13.3. If solid waste disposal is not individual, curbside pick-up for individual lots, the subdivider shall provide an off street area for solid waste collection which will be aesthetically screened from general public view, protected from the elements to reduce blowing and scattering of waste, and conveniently accessible to collection vehicles subject to approval by the City Public Works Director. ~~For subdivisions that will create one or more parcels containing twenty (20) acres or more and less than 160 acres, the proposed method of storing and disposing of solid waste generated within the subdivision in the subdivision must comply with the local environmental health department regulations.~~

28.7.14. Non-Municipal Utilities

28.7.14.1. The subdivider must provide adequate and appropriate easements for the construction and maintenance of utilities within the subdivision. The subdivider must obtain any easements necessary to extend utilities to the subdivision.

28.7.14.2. Utilities must be placed underground, wherever practical. Underground utilities, if placed in a street right-of-way, must be located between the roadway and the right-of-way line to simplify location and repair of lines.

Underground facilities must be installed after the street has been brought to grade and before it is surfaced.

28.7.14.3. Where practical, overhead utility lines must be located at the rear property line.

28.7.14.3. Utility facilities must be designed by utility firms in cooperation with the subdivider. These facilities are subject to all applicable laws, rules, and regulations of the appropriate regulatory authorities.

28.7.14.4. Utility easements located between adjoining lots must be centered on lot lines. If easements are placed in the street, they must be located between the roadway and the right-of-way line.

28.7.14.5. Utility easements must be fifteen (15) feet wide unless otherwise specified by a utility company or governing body.

28.7.14.6. When a utility is to be located in an existing, dedicated right-of-way, a notice of utility occupancy must be obtained from the governing body, or local or state highway department.

28.7.14.7. In addition to showing the location of utility easements on the plat with dashed lines, the following statement must appear on the final plat:

“The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, telegraph internet/broadband, electric power, gas, cable television, water or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as ‘Utility Easement’ to have and to hold forever.”

28.7.15. Water Course and Irrigation Easements

28.7.15.1. Except as noted in ~~subsection (b)~~ 28.7.15.2, below, the subdivider shall establish within the subdivision ditch easements that:

28.7.15.1.1. Are in locations of appropriate topographic characteristics and sufficient width to allow the physical placement and unobstructed maintenance of open ditches or below ground pipelines for the delivery of water for irrigation to persons and land legally entitled to the water under an appropriated water right or permit of an irrigation district or other private or public entity formed to provide for the use of the water right on the subdivision lots;



28.7.15.1.2. Are a sufficient distance from the centerline of the ditch to allow for construction, repair, maintenance, and inspection of the ditch; and

28.7.15.1.3. Prohibit the placement of structures or the planting of vegetation other than grass within the ditch easement without the written permission of the ditch owner;

28.7.15.2. The subdivider need not establish irrigation easements as provided above if:

28.7.15.2.1. The average lot size in the proposed subdivision will be one acre or less and the subdivider provides for disclosure, in a manner acceptable to the governing body, notifying potential buyers that lots within the subdivision are classified as irrigated land and may continue to be assessed for irrigation water delivery even though the water may not be deliverable to the lots; or

28.7.15.2.2. The water rights have been removed from the land within the subdivision or the process has been initiated to remove the water rights from the subdivided land; and

28.7.15.2.3. The fact the water rights have been or will be removed from the land within the subdivision is denoted on the preliminary plat. If the removal of water rights has not been completed at the time the final plat is filed, the subdivider shall provide written notification to prospective buyers of the subdivider’s intention to remove the water right and shall document that intent, when applicable, in agreements and legal documents for related sales transactions.

28.7.15.3. The subdivider shall, unless otherwise provided under separate written agreement or filed easement, show on the preliminary and final plat, and file and record with the county clerk and recorder, ditch easements for the unobstructed use and maintenance of existing water delivery ditches, pipelines, and facilities in the proposed subdivision that are necessary to convey water through the subdivision to lands adjacent to or beyond the subdivision boundaries in quantities and in a manner that are consistent with historic and legal rights. A minimum width of ten (10) feet is required on each side of irrigation canals and ditches for maintenance purposes.

28.7.16. Disposition of Water Rights

If a subdivision will create lots averaging less than five (5) acres in size, the subdivider shall submit evidence with the final plat that the subdivider has:

28.7.16.1. Reserved all or a portion of the appropriation water rights owned by the owner of the land to be subdivided and transfer these water rights to a single entity for use by landowners within the subdivision who have a legal right to the water and reserved and severed any remaining surface water rights from the land;

28.7.16.2. If the land to be subdivided is subject to a contract or interest in a public or private entity formed to provide for the use of a water right on the subdivision lots, established a landowner’s water use agreement administered through a single entity. This agreement must specify how the water rights will be administered and describe the rights and responsibilities of landowners within the subdivision who have a legal right and access to the water; or

28.7.16.3. Reserved and/or severed all surface water rights from the land proposed for subdivision.

28.7.17. Park Land Dedication – Cash in Lieu – Waivers -- Administration

28.7.17.1. Except as provided below, the final plat of a residential subdivision must show that the subdivider has dedicated to the governing body a cash or land donation equal to:

28.7.17.1.1. Eleven percent (11%) of the area of the land proposed to be subdivided into parcels of one-half acre or smaller;

28.7.17.1.2. Seven and one-half percent (7.5%) of the area of the land proposed to be subdivided into parcels larger than one-half acre and not larger than one acre;

28.7.17.1.3. Five percent (5%) of the area of the land proposed to be subdivided into parcels larger than one acre and not larger than three (3) acres; and

28.7.17.1.4. Two and one-half percent (2.5%) of the area of the land proposed to be subdivided into parcels larger than three (3) acres and not larger than five (5) acres.

28.7.17.2. Parks and open space types and standards. Parks, open space and common area dedication shall meet at least one of the following criteria:

28.7.17.2.1. 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 of 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 hazardous trees. Public trail connections are permitted if deemed appropriate by the governing body; or

28.7.17.2.2. Provides a site for active recreation and public gathering (neighborhood park) which shall substantially conform to the following standards:

28.7.17.2.2.1. Five acres or greater in size unless the opportunity for this size is not feasible or required;

28.7.17.2.2.2. Centrally located within the proposed subdivision or adjacent to other planned or existing park or open space;

28.7.17.2.2.3. Adjacent to public streets on at least 50% of the park’s perimeter;

28.7.17.2.2.4. Accessible to bicycle and pedestrian trails where possible;

28.7.17.2.2.5. At least 50% of the park shall have 2% or less slope to accommodate playing fields; or

28.7.17.2.3. Establishes a pedestrian/bicycle greenway corridor if such corridor is determined by the ~~parks department~~ city to have a primarily recreational and/or commuter function; or

28.7.17.2.4. Creates a courtyard of less than one-half (1/2) acre, provided the courtyard shall be part of a common area dedicated to a private homeowner’s association; or

28.7.17.2.5. Provides for other parks, open space, or common area designs which meet the intent of this section and meet the goals of the growth policy and other applicable area plans.

28.7.17.3. Unless the governing body determines otherwise, the following areas within a subdivision will not count toward the parkland dedication:

28.7.17.3.1. Hillsides over 25% slope;

28.7.17.3.2. Areas of riparian resource and adjacent buffers associated with irrigation or roadside ditches;

28.7.17.3.3. Monument entry areas and central landscaped boulevards;

28.7.17.3.4. Storm water retention or detention ponds that are designed to hold storm water runoff from less than 100 year events.

28.7.17.3.5. Public utility easements.

28.7.17.4. Provide as part of the required parkland, twenty (20) foot wide pedestrian access easements 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 park or common areas.

28.7.17.5. A park dedication is not required for:

28.7.17.5.1. Minor subdivisions;

28.7.17.5.2. Subdivision lots larger than five (5) acres;

28.7.17.5.3. Nonresidential subdivision lots;

28.7.17.5.4. Subdivisions in which parcels of land will not be created, ~~other than~~ except when the subdivisions ~~that~~ will provide permanent multiple spaces for recreational camping vehicles, mobile homes, ~~or condominiums~~; or

28.7.17.5.5. Subdivisions which will create only one additional parcel.

28.7.17.6. The governing body, in consultation with the subdivider and the Planning Board ~~or park board that has jurisdiction~~, may determine suitable locations for parks and playgrounds and, giving due weight and consideration to the expressed preference of the subdivider, may determine whether the park dedication must be a land donation, cash donation, or a combination of both. When a combination of land donation and cash donation is required, the cash donation may not exceed the proportional amount not covered by the land donation. The land dedicated for park use may be inside or outside the boundaries of the proposed subdivision.

28.7.17.7. The governing body will waive the park dedication requirement if it determines that:

28.7.17.7.1. The preliminary plat provides for a planned unit development or other development with land permanently set aside for park and recreational

uses sufficient to meet the needs of the persons who will ultimately reside in the development; and

The area of the land and any improvements set aside for park and recreational purposes equals or exceeds the area of the dedication required under [27.7.17.1](#). ~~subsection (a)~~;

28.7.17.7.2. The proposed subdivision will provide for the long-term protection of critical wildlife habitat; cultural, historical, or natural resources; agricultural interests; or aesthetic values; and

The provision of this long-term protection will result in the reduction of the area of the land proposed to be subdivided by an amount equal to or exceeding the area that would have had to be dedicated under ~~(a)~~ [27.7.17.1](#) above;

28.7.17.7.3. The area of the land proposed to be subdivided, by virtue of a combination of the provisions of ~~subsections (d)(i) and (ii)~~ [28.7.17.7.1](#) and [28.7.17.7.2](#) above, is reduced by an amount equal to or exceeding the area of the dedication required under ~~subsection (a)~~ [27.7.17.1](#); or

28.7.17.7.4. The subdivider provides for land outside of the subdivision to be set aside for park and recreational uses sufficient to meet the needs of the persons who will ultimately reside in the subdivision; and

The area of the land and any improvements set aside for park and recreational uses equals or exceeds the area of dedication required under ~~subsection (a)~~ [27.7.17.1](#) [27.7.17.1](#).

28.7.17.8. The local governing body may waive the park dedication requirement if:

28.7.17.8.1. The subdivider provides land outside the subdivision that affords long-term protections of critical wildlife habitat, cultural, historical, or natural resources, agricultural interests, or aesthetic values; and

The area of land to be subject to long-term protection, as provided in ~~subsection (d)(ii)~~ [28.7.17.7.2](#), equals or exceeds the area of dedication required under ~~subsection (a)~~ [27.7.17.1](#).

28.7.17.8.2. The City may also waive some, or all, of the park land dedication requirement if the subdivider provides land for trails or paths which enhance the City’s trail system as guided by the ~~Livingston/Park County Trails Plan~~ [City’s adopted Trails and Active Transportation Plan](#).

28.7.17.9. The governing body will administer funds dedicated to the public under this Section in accordance with Section 76-3-621, MCA. For the purposes of this park dedication requirement:

28.7.17.9.1. “Cash donation” means the fair market value of the unsubdivided, unimproved land;

28.7.17.9.2. Fair market value must be determined by a Montana State certified general real estate appraiser (as provided under MCA 37-54-201) 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.

### Fire Protection

All subdivisions must be planned, designed, constructed, and maintained so as to minimize the risk of fire and to permit the effective and efficient suppression of fires in order to protect persons, property, and forested areas. Measures must include:

- a. The placement of structures so as to minimize the potential for flame spread and to permit adequate access for fire fighting equipment.
- b. The presence of adequate fire fighting facilities on site, including an adequate water supply and water distribution system.
- c. The availability, through a fire protection district or other means, of fire protection services adequate to respond to fires that may occur within a subdivision.

### Special Requirements for Subdivisions Proposed in Areas of High Fire Hazard

For areas identified as wildfire hazard areas by the United States Forest Service, the Montana Department of Natural Resources and Conservation, a local fire protection authority, or a local growth policy, the following apply:

- a. A Fire Prevention and Control Plan must accompany the submission of any application for preliminary plat approval.
- b. The Fire Prevention and Control Plan must include the following items:
  - (i) an analysis of the wildfire hazards on the site, as influenced by existing vegetation and topography;
  - (ii) a map showing the areas that are to be cleared of dead, dying, or severely diseased vegetation;

- (iii) a map of the areas that are to be thinned to reduce the interlocking canopy of trees;
  - (iv) the identification of roads, driveways, and bridges that are sufficient for emergency vehicle access and fire suppression activities. Slopes of all roads and driveways must be provided.
- c. At least two (2) entrances/exits must provide escape routes for residents and access to the subdivision by fire-fighting vehicles. Bridges providing access to the subdivision must be built to a design load of twenty (20) tons and constructed of non-flammable materials. Road rights-of-way must be cleared of slash.
- d. Building sites may not be located on slopes greater than twenty-five (25) percent or at the apex of “fire chimneys” (topographic features, usually drainageways or swales, which tend to funnel or otherwise concentrate fire toward the top of steep slopes).
- e. The Fire Prevention and Control Plan must be implemented before the governing body will approve the final plat, and will be considered part of the subdivider’s obligations for land development. The local fire chief, or designee, will inspect and approve the implementation of the Fire Prevention and Control Plan. The Plan will not be considered fully implemented until the fire chief has given written notice to the Planning Board or Planning Department that the Plan has been completed as approved by the Planning Board.
- f. Provisions for the maintenance of the Fire Prevention and Control Plan shall be included in the covenants, conditions, and restrictions for the development. A property owners’ association must be formed and designated to enforce the covenants, conditions, and restrictions.
- g. Open space, park land, and recreation areas (including green belts, riding or hiking trails) should be located, where appropriate, to separate residences and other buildings from densely forested areas.
- h. A water supply of sufficient volume for effective fire control must be provided in accordance with standards set by local fire protection authority. \*

\* In the absence of such standards, the subdivider must at least provide the following for effective fire control:

- a. A central water system with a minimum flow of 1,000 gallons per minute; or
- b. Cisterns, reservoirs or fill ponds at appropriate locations:
  - (i) For single dwelling units: minimum capacity of 2,500 gallons;

- (ii) For six (6) or more dwelling units: minimum capacity of 500 gallons per dwelling unit.

**28.8. AREAS SUBDIVISIONS THAT WILL PROVIDE MULTIPLE SPACES FOR RECREATIONAL CAMPING VEHICLES OR MOBILE HOMES – LAND SUBDIVISIONS CREATED BY RENT OR LEASE**

~~VII A. Subdivisions That Will Provide Multiple Spaces for Recreational Camping Vehicles or Mobile/Manufactured Homes~~

~~28.8.1. Recreational Camping Vehicles, Subdivision—Definition~~

~~Developments which are subject to subdivision review because they will provide two (2) or more spaces for recreational camping vehicles will be reviewed under Section VII-E recreational camping vehicle Park Standards, below in accordance with this part. For purposes of these regulations the term “recreational camping vehicle” means a vehicular type unit primarily designed as temporary living quarters for recreational, camping, or travel use that either has its own motor power or is mounted on or drawn by another vehicle. The term includes but is not limited to travel trailers, camping trailers, truck campers, and motor homes.~~

~~28.8.2. Mobile Homes, Subdivision—Definition~~

~~Developments which are subject to subdivision review because they will provide two (2) or more spaces for mobile homes will be reviewed under section VII-D Mobile Home Park Standards, below in accordance with this part. For purposes of these regulations the term “mobile home” means a detached residential dwelling unit, which may consist of one (1), two (2) or more sections, fabricated at a factory and designed to be towed on its own chassis to a building site for occupation as a dwelling with or without a permanent foundation. The term includes, but is not limited to, “trailer homes,” “house trailers,” and “manufactured homes” whether or not the unit has been constructed after July 1, 1976, in conformance with Federal Manufactured Home Construction and Safety Standards. The term does not include “modular” or “factory-built buildings” that are fabricated at a factory in accordance with the Uniform Building Code Standards applicable to site-built homes, and are transported to the site for final assembly on a permanent foundation.~~

28.8.1. Subdivisions Created by Rent or Lease -- Definition

A subdivision created by rent or lease, including a mobile home or recreational camping vehicle park, is any tract of land divided by renting or leasing portions thereof. It is owned, however, as one parcel under single ownership (which can include a number of persons owning property in common).



28.8.1.1. Land subdivision created by rent or lease will be reviewed under the procedures described in Section ~~III~~28.4, Major Subdivisions, ~~or~~ Section ~~IV~~28.5, Minor Subdivisions, or Appendix A, Expedited Review, as may be appropriate, except that the subdivider shall submit an unsurveyed final plan drawn to scale, rather than a final plat.

28.8.1.2. Land subdivisions created by rent or lease are subject to the applicable design and improvement standards contained in Section ~~VI~~28.7, Design and Improvement Standards.

## 28.8.2. Procedures for Review

### ~~28.8.4.1. Review and Approval~~

Subdivisions which will provide multiple spaces for recreational camping vehicles or mobile homes and subdivisions created for rent or lease are exempt from the surveying and filing requirements of the MSPA. These subdivisions must be submitted for review and approved by the governing body before portions of the subdivision may be rented or leased. ~~The subdivider shall submit a completed application form and a plan of the proposed development. The procedure used to review subdivisions for rent or lease will depend on the number of spaces within the proposed subdivision. Proposed subdivisions containing six (6) or more spaces must be reviewed pursuant to Section III 28.4 of these regulations. Proposed subdivisions containing five (5) or fewer spaces must be reviewed pursuant to Section IV of these regulations.~~ The subdivider shall submit to the governing body the preliminary plans, profiles, tentative grades, and specifications for proposed improvements. The plan must show the lot layout and the proposed location of the mobile home, recreational camping vehicle, or other unit on the lot.

### 28.8.2.1. Improvements

The subdivider shall install all required improvements before renting or leasing any portion of the subdivision. The governing body will inspect all required improvements in order to assure conformance with the approved construction plans and specifications.

### 28.8.2.2. Final Plan Review

In lieu of filing a final plat, the subdivider shall submit a plan conforming to the requirements for preliminary plats contained in Appendix ~~A~~B and Appendix ~~B~~C. The subdivider shall submit the plan to the Planning Department. The plan will be reviewed to assure that it conforms to the approved preliminary plan. The approved plan shall be maintained in the office of the Planning Department.

28.8.2.3. DPHHS License

If a subdivision that will provide multiple spaces for recreational [camping](#) vehicles or mobile homes is also a “trailer court,” “work camp,” “youth camp,” or “campground” as those terms are defined in section 50-52-102, MCA, the governing body will not grant final approval of the subdivision until the subdivider obtains a license for the facility from the Montana Department of Public Health and Human Services under Title 50, Chapter 52, MCA.

28.8.5. Design Standards for Subdivision Spaces Created by Rent or Lease

Subdivisions created by rent or lease must comply with the provisions of Section VI, Design and Improvements Standards.

VII-C-2. Additional Provisions

The governing body may require provision for:

- a. storage facilities on the lot or in compounds located within a reasonable distance;
- b. a central area for storage or parking of boats, trailers, or other recreational camping vehicles;
- c. landscaping or fencing to serve as a buffer between the development and adjacent properties;
- d. an off-street area for mail delivery; and
- e. street lighting.

VII-D. Mobile Home Park Standards

VII-D-1. Mobile Home Spaces

- a. Mobile home spaces must be arranged to permit the safe and practical placement and removal of mobile homes.
- b. All mobile homes must be located at least twenty (25) feet from any property boundary line abutting upon a public street or highway right-of-way and at least fifteen (15) feet from other boundary lines of the park.
- c. The mobile home pad must be located at least ten (10) feet from the street that serves it.
- d. The size of the mobile home pad must be suitable for the general market to be served and must fit the dimensions of mobile homes anticipated.

- e. A mobile home pad may not occupy more than one-third (1/3) of the area of its space. The total area occupied by a mobile home and its roofed accessory buildings and structures may not exceed two-thirds (2/3) of the area of a space.
- f. The governing body may require that the mobile home pad be improved to provide adequate support for the placement and tie-down of the mobile home.
- g. No mobile home or its attached structures, such as awnings and carports, may be located within twenty (20) feet of any other mobile home or its attached structures.
- h. No detached structure, such as a storage shed, may be located within five (5) feet of any mobile home or its attached structures.
- i. A minimum of two (2) off-street parking spaces must be provided on or adjacent to each mobile home space. The driveway must be located to allow for convenient access to the mobile home, and be a minimum of 10 feet wide.
- j. One guest parking space must be provided for each ten (10) mobile home spaces. Group parking may be provided.
- k. The limits of each mobile home space must be clearly marked on the ground by permanent flush stakes, markers or other suitable means. Location of space limits on the ground must be approximately the same as those shown on the approved plans. Precise engineering of space limits is not required either on the plans or on the ground.
- l. Each mobile home must be skirted within thirty (30) days after it is moved to a space within the mobile home park. The skirting must be of a fire-resistant material similar to that of the mobile home exterior.
- m. VII-D-2. Streets

Streets within a mobile home park must meet the design standards specified in Section VI-A-8 Streets and Roads. Streets must be designed to allow safe placement and removal of mobile homes.

- a. Streets must be designed to provide safe access to public roads.
- b. Roads within the mobile home park must be designed to provide safe traffic circulation and parking.

VII-D-3. Electrical Systems

Electrical systems must be designed and installed in accordance with the applicable codes adopted by the authority having jurisdiction. Where the state or other political

subdivision does not assume jurisdiction, such installations must be designed and constructed in accordance with the applicable state electrical standards.

VII-D-4. Gas Systems

- a. Gas equipment and installations must be designed and constructed in accordance with the applicable codes adopted by the authority having jurisdiction.
- b. A readily accessible and identified shutoff valve controlling the flow of gas to the entire gas piping system must be installed near to the point of connection of the liquefied petroleum gas container.
- c. Each mobile home lot must have an accessible, listed gas shutoff installed. This valve must not be located under a mobile home. Whenever the mobile home lot gas outlet is not in use, the shutoff valve must be plugged to prevent accidental discharge.

VII-E. Recreational camping vehicle Park Standards

VII-E-1. Recreational camping vehicle Spaces

- a. Spaces in recreational camping vehicle parks must be arranged to allow for the safe movement of traffic and access to spaces.
- b. Roads within recreational camping vehicle parks must be designed to provide safe traffic circulation and parking.
- c. Recreational vehicles must be separated from each other and from other structures by at least fifteen (15) feet. Any accessory structures such as attached awnings must, for purposes of this separation requirement, be considered part of the recreational camping vehicle.
- d. No recreational camping vehicle space may be located less than twenty-five (25) feet from any public street or highway right-of-way.

**28.9. CONDOMINIUMS PHASED DEVELOPMENT**

28.9.1. Application

A subdivider applying for phased development review shall submit with the phased development application an overall phased development preliminary plat on which independent platted development phases must be presented. The phased development application must contain the information required pursuant to 28.4.3 of these regulations for all phases of a development and a schedule for when the subdivider plans to submit for review each phase of the development. The subdivider may change the schedule for

review of each phase of the development upon approval of the governing body if the change does not negate conditions of approval or otherwise adversely affect public health, safety, and welfare.

28.9.2. Preliminary Plat Review

The phased development overall preliminary plat will be reviewed according to 28.4.4. through 28.4.7. of these regulations. If approved or conditionally approved, the entire phased development will be deemed to be granted preliminary plat approval.

28.9.3. Phase Review

Each individual phase will, according the approved schedule, be reviewed by the governing body as an application for final plat approval pursuant to 28.4.9 of these regulations. For any phase of the approved subdivision submitted for final plat approval more than 5 years after the date of preliminary approval of the subdivision, the subdivider shall provide written notice to the governing body not more than 1 year or less than 90 calendar days in advance of submitting the final plat application. The governing body shall hold a public hearing within 30 working days after receipt of the written notice from the subdivider to determine whether changed circumstances justify amending any conditions of approval or imposing additional conditions of approval. The governing body may amend or impose additional conditions of approval only if it determines, based on a review of the primary criteria, that the existing conditions of approval are inadequate to mitigate the potentially significant adverse impacts identified during the original review based on changed circumstances. The governing body shall issue supplemental written findings of fact within 20 working days of the hearing. Any additional conditions must be met before final plat approval for each remaining phase and the approval is in force for not more than 3 calendar years or less than 1 calendar year within the maximum timeframe provided in Section 28.9.4, below.

28.9.4. Time Limit Extension

The governing body may approve phased developments that extend beyond the time limits set forth in 28.4.7.6. of these regulations but all phases of the phased development must be submitted for review and approved, conditionally approved, or denied within 20 years of the date the overall phased development preliminary plat is approved by the governing body.

28.9.5. Periodic Fees

The governing body may impose a reasonable periodic fee for the review of the individual phases in the phased development.

~~Unless exempted by section 76-3-203, MCA, all condominium developments are subdivisions subject to the terms of the MSPA as follows:~~

~~VIII A 1. Review Where Land Will Not be Divided~~

~~If no division of land will be created by a condominium subdivision, the subdivision must be reviewed under the procedures contained in Section VII, Subdivisions Created by Rent or Lease, with the following exception: final approval will not be given until the subdivider has either installed all required improvements, or has entered into a subdivision improvements agreement pursuant to Section III C 5 Public Improvements Agreement; Guaranty.~~

~~VIII A 2. Condominium Subdivisions Involving Land Divisions~~

~~If a proposed condominium development will involve a division of land, the subdivision must be reviewed under the procedures contained in Sections:~~

~~III A Review and Approval Procedures for Major Subdivisions~~

~~III C Final Plats.~~

~~VIII B. Standards~~

~~VIII B 1. Design Standards~~

~~Condominium developments must comply with applicable standards contained in Section VI, Design and Improvement Standards.~~

~~VIII B 2. Unit Ownership Act~~

~~Condominium developments must comply with all provisions of the Unit Ownership Act, Sections 70-23-102 through 70-23-703, MCA.~~

IX. CLUSTER DEVELOPMENT

IX-A. Cluster Development, Option I

a. As authorized by 76-3-509, MCA, the following apply to subdivisions proposed under this Section:

- (i) An area of open space must be preserved that is at least as large as the area that will be developed.
- (ii) Open space must be preserved through an irrevocable conservation easement, granted in perpetuity as provided in Title 76, Chapter 6, prohibiting further subdivision of the parcel.

- (iii) Unless the subdivision will be provided with community sewer or water, each lot in the cluster must be a minimum of one acre.
- (iv) Multiple adjacent tracts of record may be aggregated to create a single parcel for the purpose of creating a cluster development.
- (v) The maximum number of parcels permissible in a cluster development is the maximum number of parcels that are authorized by the administrative rules adopted by the DEQ under Title 76, Chapter 4, MCA.
- (vi) The maximum size of parcels allowed within a cluster development is ( ) acres.

b. Park dedication requirements for clustered subdivisions created under this section are waived.

**IX-B. Cluster Development, Option II**

a. The following apply to cluster developments created under this option:

- (i). The development must preserve an area of open space that is at least as large as the area that will be developed.
- (ii). The proposal must provide a mechanism for the maintenance of the open space in perpetuity. The open space may be dedicated to a homeowners’ association for the purpose of maintenance, and may be used for agricultural or other purposes that enhance the preserved area.
- (iii). Unless the subdivision will be served by a community sewer or water system, each lot in the cluster must be a minimum of one acre in size.
- (iv). Multiple adjacent tracts of record may be aggregated to create a single parcel for the purpose of creating a cluster development.

b. Park dedication requirements are waived for clustered subdivisions created under this section.

**28.10. ADMINISTRATIVE PROVISIONS**

28.10.1. [Subdivision Fees](#) [Schedule](#)

To cover costs of reviewing plans, advertising, holding public hearings, and other activities associated with the review of a subdivision proposal, the subdivider shall pay a non-refundable fee at the time of application for preliminary plat approval. The fees,

payable to the City, ~~are as follows:~~ shall be established by separate resolution of the Livingston City Commission.

Minor Subdivisions

<del>_____ Preliminary Plat _____</del>	<del>\$600.00 plus \$20 per lot</del>
<del>_____ Final Plat/Summary review _____</del>	<del>\$400.00</del>
<del>_____ Subsequent Minor _____</del>	<del>\$800.00 plus \$40 per lot</del>

Major Subdivisions

<del>_____ Preliminary Plat _____</del>	<del>\$800.00 plus \$40 per lot</del>
<del>_____ Final Plat _____</del>	<del>\$400.00 plus \$20 per lot</del>

Subdivision by Rent or Lease and Condominiums

<del>_____ Preliminary Review (five or fewer units) _____</del>	<del>\$600.00 plus \$20 per unit</del>
<del>_____ Final Review _____</del>	<del>\$400.00</del>
<del>_____ Preliminary Review (over five units) _____</del>	<del>\$800.00 plus \$20 per unit</del>
<del>_____ Final Review _____</del>	<del>\$400.00 plus \$20 per unit</del>

28.10.2. Variances

28.10.2.1. Variances Authorized

The governing body may grant variances from Section ~~V~~28.7, Design and Improvement Standards, of these regulations when, due to the characteristics of land proposed for subdivision, strict compliance with these standards would result in undue hardship and would not be essential to the public welfare. A variance will not be granted if it would have the effect of nullifying the intent and purpose of these regulations.

The governing body will not approve a variance unless it finds that:

28.10.2.1.1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties;

28.10.2.1.2 Due to the physical surroundings, shape, or topographical conditions of the property involved, strict compliance with the regulations will impose an undue hardship on the owner. Undue hardship does not



include personal or financial hardship, or any hardship that is self-imposed;

28.10.2.1.3. The variance will not cause a substantial increase in public costs; and

28.10.2.1.4. The variance will not place the subdivision in nonconformance with any adopted zoning regulations.

28.10.2.2. Variances from Floodway Provisions Not Authorized

The governing body will not by variance permit subdivision for building purposes in areas located within the floodway of a flood of 100-year frequency as defined by Title 76, Chapter 5, MCA.

28.10.2.3. Variance Procedure

The subdivider shall include with the submission of the preliminary plat a written statement describing and justifying the requested variance. The planning board will consider the requested variance and recommend its approval or denial to the governing body.

28.10.2.4. Variance Conditions

In granting variances, the governing body may impose reasonable conditions to secure the objectives of these regulations.

28.10.2.5. Variance Statement of Facts

When a variance is granted, the motion of approval of the proposed subdivision must contain a statement describing the variance and the facts and conditions upon which the issuance of the variance is based.

28.10.3. Amendment of Regulations

Before the governing body amends these regulations it will hold a public hearing on the proposed amendment. Notice of the time and place of the public hearing must be published in a newspaper of general circulation in the City not less than fifteen (15) days or more than thirty (30) days before the date of the hearing.

28.10.4. Enforcement

Except as provided in 76-3-303, MCA, every final subdivision plat must be filed for record with the county clerk and recorder before title to the subdivided land can be sold

or transferred in any manner. If unlawful transfers are made, the county attorney shall commence action to enjoin further sales or transfers and compel compliance with all provisions of the MSPA and these regulations. The cost of this action shall be imposed against the party not prevailing. §76-3-301 M.C.A.

28.10.5. Violation and Penalties

Any person, firm, corporation, or other entity who violates any of the provisions of the MSPA or these regulations is guilty of a misdemeanor punishable by a fine of not less than \$100 nor more than \$500 or by imprisonment in jail for not more than three months or by both fine and imprisonment. Each sale, lease, or transfer, or offer of sale, lease, or transfer of each separate parcel of land in violation of any provision of the MSPA or these regulations shall be deemed a separate and distinct offense. §76-3-105 M.C.A.

28.10.6. Appeals

A decision of the governing body regarding a proposed subdivision may be appealed to the district court, as provided by §76-3-625 M.C.A.

APPENDIX A

Procedure for Expedited Review

Pre-application Process

Prior to submittal of the subdivision application, the subdivider shall request a pre-application meeting with the Planning Department. The meeting shall occur within thirty (30) days after the subdivider submits a written request for the meeting to the Planning Department.

At the pre-application meeting, the subdivider shall provide the Planning Department with a sketch plan of the proposed subdivision showing the layout of the proposed features in relation to existing site conditions. The sketch plan may be a freehand sketch drawn directly on a print of the topographic map and should include the following:

Information on the current status of the site, including:

- location;
- approximate tract and lot boundaries of existing tracts of record;
- description of general terrain;
- natural features;
- existing structures and improvements;
- existing utility lines and facilities;
- existing easements and rights of way.

Information on the proposed subdivision, including:

- tract and lot boundaries;
- proposed public improvements;
- location of utility lines and facilities;
- easements and rights of way;
- parks and open space.

At the pre-application meeting, the following will occur:

The Planning Department shall identify, for informational purposes, the state laws, local regulations and growth policy provisions that may apply to the subdivision review process;

The Planning Department shall provide the subdivider with a list of public utilities, local, state and federal agencies, and any other entities that have a substantial interest in the proposed subdivision.

The Planning Department shall identify particular additional information the Department anticipates will be required for review of the subdivision application. This does not limit the ability of the City to request additional information at a later time.

Unless the subdivider submits the subdivision application within 180 working days of the pre-application meeting, the subdivider must request a second pre-application meeting prior to submitting the application.

Applications for expedited review are exempt from:

- the preparation of an environmental assessment as required in 76-3-603, MCA.; and
- the review criteria listed in 76-3-608(3)(a), MCA.

Subdivision Application for Expedited Review

The subdivider shall submit to the Planning Department a subdivision application containing the following materials:

- Two (2) copies of the completed Subdivision Application form and the supplements required therein;
- The required review fee;
- Three (3) copies of the preliminary plat of the proposed subdivision which:
  - Contains the information required for preliminary plats and;
  - Conforms to the Design and Improvement Standards set forth in Section 28.7;
- Proof that the subdivider has submitted for review copies of the subdivision application to the public utilities and agencies of local, state, and federal government identified during the pre-application meeting or subsequently identified as having a substantial interest in the proposed subdivision; and

- Such additional relevant and reasonable information as identified by the Planning Department during the pre-application meeting that is pertinent to the required elements of this Section.
- One electronic copy of the subdivision application and all supporting material.

Expedited Review Process

Applications for expedited review must provide evidence that the proposed subdivision complies with the applicable zoning regulations, local subdivision regulations, including the local design standards, and must include a proposal for the extension of public infrastructure in accordance with adopted ordinances and regulations.

The application will be reviewed for required elements and sufficiency of information as provided in 76-3-601(1) through (3), MCA to verify that the application complies with local zoning and subdivision regulations, including local design standards and to verify that a plan for the extension of public infrastructure is provided. The application may include a request for variance from the design standards contained in these regulations.

Upon determination by the Planning Department that the application contains the required elements and is sufficient for review, the City shall have thirty-five (35) working days to approve, conditionally approve or deny the subdivision application. The review period shall be forty-five (45) working days if the application contains any request(s) for variance from any of the requirements of these regulations.

Public Hearing: The City Commission shall hold a public hearing on the application and shall approve, conditionally approve or deny the subdivision application. Notice of the time and date of the hearing shall be given by publication in a newspaper of general circulation in the County not less than fifteen (15) days prior to the meeting date.

City Commission Decision

The City Commission shall approve the subdivision unless public comment or other information demonstrates that the application does not comply with:

- adopted zoning regulations, design standards, and other requirements of the adopted subdivision regulations, including the criteria for granting variances from the subdivision regulations; or

- adopted ordinances or regulations for the extension of public infrastructure.

The City Commission shall adopt conditions of approval only to ensure an approved subdivision application is completed in accordance with the approved application and any applicable requirements pursuant to Title 76, chapter 4, MCA.

The City Commission shall provide to the applicant and the public a written statement within 30 days of the decision to approve or deny the subdivision that includes:

- The facts and conclusions that the City Commission relied on in making its decision; and
- The conditions that apply to the preliminary plat approval that must be satisfied before the final plat may be approved, as applicable.

Section 28.3.4 of these regulations applies to this Section as it pertains to the appeal process.

#### Preliminary Plat Approval Period and Final Plat

- The approved preliminary plat is subject to Section 28.4.7.6.1 through 28.4.7.6.3 of these regulations.
- Final plats are subject to Sections 28.4.9.1 through 28.4.9.7 of these regulations.



AN ACT GENERALLY REVISING THE LOCAL SUBDIVISION REVIEW PROCEDURE; REVISING THE INFORMATION A GOVERNING BODY MAY CONSIDER WHEN DETERMINING IF SUBSEQUENT HEARINGS ARE REQUIRED FOR A SUBDIVISION APPLICATION; REVISING THE REQUIREMENTS FOR A PHASED SUBDIVISION; PROVIDING TIMELINES AND AMENDED CONDITIONS OF A FINAL PLAT APPROVAL; REVISING THE EXPEDITED SUBDIVISION REVIEW PROCESS; AMENDING SECTIONS 76-3-615, 76-3-617, AND 76-3-623, MCA; AND PROVIDING AN APPLICABILITY DATE.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

**Section 1.** Section 76-3-615, MCA, is amended to read:

**"76-3-615. Subsequent hearings -- consideration of new information -- requirements for regulations.** (1) The regulations adopted pursuant to 76-3-504(1)(o) must comply with the provisions of this section.

(2) The governing body shall determine whether ~~public comments or documents~~ public comments or other information presented to the governing body at a hearing held pursuant to 76-3-605 ~~constitute:~~

~~(a) information or analysis of information that was presented at a hearing held pursuant to 76-3-605 that the public has had a reasonable opportunity to examine and on which the public has had a reasonable opportunity to comment; or~~

~~(b) constitutes relevant, new information regarding a subdivision application or a substantial change to the design of the subdivision that has never been submitted as evidence or considered by either the governing body or its agent or agency at a hearing during which the subdivision application was considered and has a substantial effect on the governing body's consideration of the application.~~

(3) If the governing body determines that the ~~public comments or documents constitute information~~ presented to the governing body constitutes the information described in subsection (2)(b), the governing body

may:

(a) approve, conditionally approve, or deny the proposed subdivision without basing its decision on the new information if the governing body determines that the new information is either irrelevant or not credible or the change to the design of the subdivision does not substantially impact the analysis of potentially significant adverse impacts; or

(b) schedule or direct its agent or agency to schedule a subsequent public hearing for consideration of only the new information that may have an impact on the findings and conclusions, including a substantial change to the design of the subdivision for purposes of considering its findings of fact and conclusions and any proposed conditions of approval in light of the new information that the governing body will rely upon in making its decision on the proposed subdivision.

(4) If a public hearing is held as provided in subsection (3)(b), the 60-working-day review period required in 76-3-604(4) is suspended and the new hearing must be noticed and held within 45 days of the governing body's determination to schedule a new hearing. After the new hearing, the 60-working-day time limit resumes at the governing body's next scheduled public meeting for which proper notice for the public hearing on the subdivision application can be provided. The governing body may not consider any information regarding the subdivision application that is presented after the hearing when making its decision to approve, conditionally approve, or deny the proposed subdivision."

**Section 2.** Section 76-3-617, MCA, is amended to read:

**"76-3-617. Phased development -- application requirements -- hearing required.** (1) A subdivider applying for phased development review shall submit with the phased development application an overall phased development preliminary plat on which independent platted development phases must be presented. The phased development application must contain the information required pursuant to parts 5 and 6 of this chapter for all phases of a development and a schedule for when the subdivider plans to submit for review each phase of the development. The subdivider may change the schedule for review of each phase of the development upon approval of the governing body after a public hearing as provided in subsection (4) if the change does not negate conditions of approval or otherwise adversely affect public health, safety, and welfare.

(2) Except as otherwise provided by this section, the phased development application must be



reviewed in conformity with parts 5 and 6 of this chapter. In addition, each phase of the phased development must be reviewed as provided in subsection (4).

(3) The governing body may approve phased developments that extend beyond the time limits set forth in 76-3-610 but all phases of the phased development must be submitted for review and approved, conditionally approved, or denied within 20 years of the date the overall phased development preliminary plat is approved by the governing body.

(4) ~~Prior to the commencement of each phase~~ For any phase of the approved subdivision submitted for final plat approval more than 5 years after the date of preliminary approval of the subdivision, the subdivider shall provide written notice to the governing body not more than 1 year or less than 90 calendar days in advance of submitting the final plat application. The governing body shall hold a public hearing pursuant to 76-3-605(3) within 30 working days after receipt of the written notice from the subdivider to determine whether changed circumstances justify amending any conditions of approval or imposing additional conditions of approval. The governing body may amend or impose additional conditions of approval only if it determines, based on a review of the primary criteria, that the existing conditions of approval are inadequate to mitigate the potentially significant adverse impacts identified during the original review based on changed circumstances. ~~After the hearing, the governing body shall determine whether any changed primary criteria impacts or new information exists that creates new potentially significant adverse impacts for the phase or phases.~~ Notwithstanding the provisions of 76-3-610(2), the governing body shall issue supplemental written findings of fact within 20 working days of the hearing ~~and may impose necessary, additional conditions to minimize potentially significant adverse impacts identified in the review of each phase of the development for changed primary criteria impacts or new information.~~ Any additional conditions must be met before final plat approval for each ~~particular remaining~~ particular remaining phase and the approval in accordance with 76-3-611 is in force for not more than 3 calendar years or less than 1 calendar year within the maximum timeframe provided in subsection (3).

(5) The governing body may impose a reasonable periodic fee for the review under subsection (4) of the phases in the phased development."

**Section 3.** Section 76-3-623, MCA, is amended to read:

**"76-3-623. Expedited review for certain subdivisions.** (1) Except as provided in subsection (9), a

subdivision application, regardless of the number of lots, that meets the requirements provided in subsection (3) is entitled to the expedited review process provided in this section at the applicant's request.

(2) A subdivision application that meets the requirements provided in subsection (3) is exempt from:

- (a) the preparation of an environmental assessment as required in 76-3-603; and
- (b) the review criteria listed in 76-3-608(3)(a).

(3) A subdivision qualifies for the expedited review process provided in this section if the proposed subdivision:

(a) is within:

(i) an incorporated city or town or consolidated city-county government and is subject to an adopted growth policy pursuant to Title 76, chapter 1, and adopted zoning regulations pursuant to Title 76, chapter 2, part 3; or

(ii) ~~a county water and/or sewer district created under 7-13-2203 that provides both water and sewer services~~ a county water and/or sewer district created under 7-13-2203 that provides both water and sewer services or an area outside the boundaries of an incorporated city, town, county, or consolidated city-county that is served by city, town, county, or consolidated city-county water and sewer services and is subject to an adopted growth policy as provided in Title 76, chapter 1, and zoning regulations pursuant to Title 76, chapter 2, part 2, that, at a minimum, address development intensity through minimum lot sizes or densities, bulk and dimensional requirements, and use standards;

(b) complies with zoning regulations adopted pursuant to 76-2-203 or 76-2-304 and complies with the design standards and other subdivision regulations adopted pursuant to 76-3-504 ~~without the need for variances or other deviations to adopted standards~~; and

(c) includes in its proposal plans for the onsite development of or extension to public infrastructure in accordance with adopted ordinances and regulations.

(4) On submission for expedited review under this section, the subdivision application must be reviewed for required elements and sufficiency of information as provided in 76-3-601(1) through (3) to determine whether the application complies with zoning regulations adopted pursuant to 76-2-203 or 76-2-304 and complies with the design standards and other subdivision regulations adopted pursuant to 76-3-504 ~~without~~

~~the need for variances or other deviations to adopted standards~~ and includes in its proposal plans for the onsite development of or extension to public infrastructure in accordance with adopted ordinances and regulations. The application may include a request for variance or deviation from subdivision regulations adopted pursuant to 76-3-504 and in accordance with the provisions of 76-3-506.

(5) The governing body shall:

(a) hold a hearing ~~on and approve, conditionally approve, or deny~~ the subdivision application within 35 working days of a determination by the reviewing agent or agency that the application contains required elements and sufficient information for review as provided in subsection (3). If the subdivision application includes a request for variance or deviation from subdivision regulations adopted pursuant to 76-3-504, the time for holding a hearing as required in this subsection (5) must be extended to a total of 45 working days.

(b) provide notice for the hearing required in subsection (5)(a) by publication in a newspaper of general circulation in the county not less than 15 days prior to the date of the hearing;

(c) approve the application unless public comment or other information demonstrates the application does not comply with:

(i) adopted zoning regulations, design standards, and other requirements of subdivision regulations adopted pursuant to 76-3-504 ~~without the need for variances or other deviations to adopted standards, including any criteria for granting variances or deviations from subdivision regulations adopted pursuant to 76-3-504;~~ or

(ii) adopted ordinances or regulations for the onsite development of or extension to public infrastructure; and

(d) provide to the applicant and the public a written statement within 30 days of the decision to approve or deny a proposed subdivision for expedited review as allowed in this section that provides:

(i) the facts and conclusions that the governing body relied on in making its decision to approve or deny the application; and

(ii) the conditions that apply to the preliminary plat approval that must be satisfied before the final plat may be approved.

(6) The governing body may:

- (a) with the agreement of the applicant, grant one extension of the review period allowed in subsection (5)(a) not to exceed 180 calendar days;
- (b) adopt conditions of approval only to ensure an approved subdivision application is completed in accordance with the approved application and any applicable requirements pursuant to Title 76, chapter 4; or
- (c) delegate to its reviewing agent or agency the requirement to hold a public hearing on the subdivision application as required in this section.
- (7) A local governing body may not adopt zoning regulations pursuant to 76-2-203 or 76-2-304, subdivision regulations pursuant to 76-3-504, or other ordinances or regulations that restrict the use of the expedited subdivision review process as provided in this section.
- (8) (a) Except as modified in this section, subdivision applications meeting the requirements for an expedited review remain subject to the provisions of 76-3-608(3)(b) through (3)(d) and 76-3-608(6) through (10), 76-3-610 through 76-3-614, 76-3-621, and 76-3-625.
- (b) The provisions of this section supersede any provision of this chapter that is in conflict with any provision of this section.
- (9) A subdivision located outside of the boundaries of an incorporated city or town may not utilize the expedited review process provided in this section unless the board of county commissioners of the county where the subdivision is located has voted to allow the provisions of this section to apply to subdivisions located outside the boundaries of an incorporated city or town.
- (10) An incorporated city, town, or consolidated city-county shall implement the expedited review provided for in this section for a proposed subdivision that meets the criteria in subsection (3)(a)(i) regardless of whether the city, town, or consolidated city-county has incorporated the provisions of this section into the city, town, or consolidated city-county's local subdivision regulations."

**Section 4. Applicability.** [Section 2] applies to subdivision applications that are approved on or after October 1, 2023.

- END -

I hereby certify that the within bill,  
HB 211, originated in the House.

\_\_\_\_\_  
Chief Clerk of the House

\_\_\_\_\_  
Speaker of the House

Signed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

\_\_\_\_\_  
President of the Senate

Signed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

## HOUSE BILL NO. 211

INTRODUCED BY L. BREWSTER, M. MALONE, S. KERNS, J. SCHILLINGER, C. KNUDSEN, S. VINTON, K. SEEKINS-CROWE, M. YAKAWICH, J. FITZPATRICK, J. ETCHART, J. KASSMIER, B. PHALEN

AN ACT GENERALLY REVISING THE LOCAL SUBDIVISION REVIEW PROCEDURE; REVISING THE INFORMATION A GOVERNING BODY MAY CONSIDER WHEN DETERMINING IF SUBSEQUENT HEARINGS ARE REQUIRED FOR A SUBDIVISION APPLICATION; REVISING THE REQUIREMENTS FOR A PHASED SUBDIVISION; PROVIDING TIMELINES AND AMENDED CONDITIONS OF A FINAL PLAT APPROVAL; REVISING THE EXPEDITED SUBDIVISION REVIEW PROCESS; AND AMENDING SECTIONS 76-3-615, 76-3-617, AND 76-3-623, MCA; AND PROVIDING AN APPLICABILITY DATE.”



AN ACT REVISING LOCAL GOVERNMENT REVIEW REQUIREMENTS OF EXEMPT DIVISIONS AND AGGREGATIONS OF LAND; REQUIRING THE GOVERNING BODY TO COMPLETE REVIEWS WITHIN 20 WORKING DAYS; PROHIBITING THE IMPOSITION OF CERTAIN NEW CRITERIA FOR APPROVAL; AND AMENDING SECTIONS 76-3-201 AND 76-3-207, MCA.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

**Section 1.** Section 76-3-201, MCA, is amended to read:

**"76-3-201. Exemption for certain divisions of land -- fees for examination of division.** (1) Unless the method of disposition is adopted for the purpose of evading this chapter, the requirements of this chapter may not apply to any division of land that:

- (a) is created by order of any court of record in this state or by operation of law or that, in the absence of agreement between the parties to the sale, could be created by an order of any court in this state pursuant to the law of eminent domain, Title 70, chapter 30;
- (b) subject to subsection (4), is created to provide security for mortgages, liens, or trust indentures for the purpose of construction, improvements to the land being divided, or refinancing purposes;
- (c) creates an interest in oil, gas, minerals, or water that is severed from the surface ownership of real property;
- (d) creates cemetery lots;
- (e) is created by the reservation of a life estate;
- (f) is created by lease or rental for farming and agricultural purposes;
- (g) is in a location over which the state does not have jurisdiction; or
- (h) is created for rights-of-way or utility sites. A subsequent change in the use of the land to a residential, commercial, or industrial use is subject to the requirements of this chapter.

(2) An exempt division of land as provided in subsection (1)(a) is not considered a subdivision under this chapter if not more than four new lots or parcels are created from the original lot or parcel.

(3) Before a court of record orders a division of land under subsection (1)(a), the court shall notify the governing body of the pending division and allow the governing body to present written comment on the division.

(4) An exemption under subsection (1)(b) applies:

(a) to a division of land of any size;

(b) if the land that is divided is not conveyed to any entity other than the financial or lending institution to which the mortgage, lien, or trust indenture was given or to a purchaser upon foreclosure of the mortgage, lien, or trust indenture. Except as provided in subsection (5), a transfer of the divided land, by the owner of the property at the time that the land was divided, to any party other than those identified in this subsection (4)(b) subjects the division of land to the requirements of this chapter.

(c) to a parcel that is created to provide security as provided in subsection (1)(b). The remainder of the tract of land is subject to the provisions of this chapter, if applicable.

(5) If a parcel of land was divided pursuant to subsection (1)(b) and one of the parcels created by the division was conveyed by the landowner to another party without foreclosure before October 1, 2003, the conveyance of the remaining parcel is not subject to the requirements of this chapter.

(6) The governing body:

(a) may examine a division of land to determine whether or not the requirements of this chapter apply to the division ~~and~~;

(b) may establish reasonable fees, not to exceed \$200, for the examination;

(c) shall complete the examination and approve or deny the application for a division of land under this section within 20 working days of the receipt of an application containing all materials and information required by the governing body to complete the examination under regulations adopted pursuant to 76-3-504(1)(p); and

(d) may not impose conditions on the approval of a division of land under this section except for conditions necessary to ensure compliance with the survey requirements of Title 76, chapter 3, part 4."



**Section 2.** Section 76-3-207, MCA, is amended to read:

**"76-3-207. Divisions or aggregations of land exempted from review but subject to survey requirements and zoning regulations -- exceptions -- fees for examination of division.** (1) Except as provided in subsection (2), unless the method of disposition is adopted for the purpose of evading this chapter, the following divisions or aggregations of tracts of record of any size, regardless of the resulting size of any lot created by the division or aggregation, are not subdivisions under this chapter but are subject to the surveying requirements of 76-3-401 for divisions or aggregations of land other than subdivisions and are subject to applicable zoning regulations adopted under Title 76, chapter 2:

(a) divisions made outside of platted subdivisions for the purpose of relocating common boundary lines between adjoining properties;

(b) divisions made outside of platted subdivisions for the purpose of a single gift or sale in each county to each member of the landowner's immediate family;

(c) divisions made outside of platted subdivisions by gift, sale, or agreement to buy and sell in which the landowner enters into a covenant for the purposes of this chapter with the governing body that runs with the land and provides that the divided land will be used exclusively for agricultural purposes, subject to the provisions of 76-3-211;

(d) for five or fewer lots within a platted subdivision, the relocation of common boundaries;

(e) divisions made for the purpose of relocating a common boundary line between a single lot within a platted subdivision and adjoining land outside a platted subdivision. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas.

(f) aggregation of parcels or lots when a certificate of survey or subdivision plat shows that the boundaries of the original parcels have been eliminated and the boundaries of a larger aggregate parcel are established. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas.

(2) Notwithstanding the provisions of subsection (1), within a platted subdivision filed with the county clerk and recorder, a division, redesign, or rearrangement of lots that results in an increase in the number of lots or that redesigns or rearranges six or more lots must be reviewed and approved by the governing body before an amended plat may be filed with the county clerk and recorder.

(3) (a) Subject to subsection (3)(b), a division of land may not be made under this section unless the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be divided have been paid.

(b) (i) If a division of land includes centrally assessed property and the property taxes applicable to the division of land are not specifically identified in the tax assessment, the department of revenue shall prorate the taxes applicable to the land being divided on a reasonable basis. The owner of the centrally assessed property shall ensure that the prorated real property taxes and special assessments are paid on the land being sold before the division of land is made.

(ii) The county treasurer may accept the amount of the tax prorated pursuant to this subsection (3)(b) as a partial payment of the total tax that is due.

(4) The governing body:

(a) may examine a division or aggregation of land to determine whether or not the requirements of this chapter apply to the division or aggregation ~~and~~;

(b) may establish reasonable fees, not to exceed \$200, for the examination;

(c) shall complete the examination and approve or deny the application for a division or aggregation of land under this section within 20 working days of the receipt of an application containing all materials and information required by the governing body to conduct its review under regulations adopted pursuant to 76-3-504(1)(p); and

(d) may not impose conditions on the approval of a division or aggregation of land under this section except for conditions necessary to ensure compliance with the survey requirements of Title 76, chapter 3, part 4."

- END -

I hereby certify that the within bill,  
SB 131, originated in the Senate.

\_\_\_\_\_  
Secretary of the Senate

\_\_\_\_\_  
President of the Senate

Signed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Speaker of the House

Signed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

## SENATE BILL NO. 131

INTRODUCED BY F. MANDEVILLE, G. HERTZ, C. FRIEDEL, D. ZOLNIKOV, J. TREBAS

AN ACT REVISING LOCAL GOVERNMENT REVIEW REQUIREMENTS OF EXEMPT DIVISIONS AND AGGREGATIONS OF LAND; REQUIRING THE GOVERNING BODY TO COMPLETE REVIEWS WITHIN 20 WORKING DAYS; PROHIBITING THE IMPOSITION OF CERTAIN NEW CRITERIA FOR APPROVAL; AND AMENDING SECTIONS 76-3-201 AND 76-3-207, MCA.



AN ACT PROVIDING AN ALTERNATIVE ADMINISTRATIVE PROCESS FOR CERTAIN MINOR SUBDIVISIONS; PROVIDING CRITERIA AND EXEMPTIONS FOR CERTAIN MINOR SUBDIVISIONS; GRANTING A SUBDIVISION ADMINISTRATOR DECISION-MAKING AUTHORITY; PROVIDING A PROCESS FOR APPEAL; PROVIDING A DEFINITION; AND AMENDING SECTION 76-3-609, MCA.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

**Section 1.** Section 76-3-609, MCA, is amended to read:

**"76-3-609. Review procedure for minor subdivisions -- determination of sufficiency of application -- governing body to adopt regulations.** (1) Except as provided in subsections (6) through (8), ~~Minor~~ minor subdivisions must be reviewed as provided in this section and subject to the applicable local regulations adopted pursuant to 76-3-504.

(2) If the tract of record proposed to be subdivided has not been subdivided or created by a subdivision under this chapter or has not resulted from a tract of record that has had more than five parcels created from that tract of record under 76-3-201 or 76-3-207 since July 1, 1973, then the proposed subdivision is a first minor subdivision from a tract of record and, when legal and physical access to all lots is provided, must be reviewed as follows:

(a) Except as provided in subsection (2)(b), the governing body shall approve, conditionally approve, or deny the first minor subdivision from a tract of record within 35 working days of a determination by the reviewing agent or agency that the application contains required elements and sufficient information for review. The determination and notification to the subdivider must be made in the same manner as is provided in 76-3-604(1) through (3).

(b) The subdivider and the reviewing agent or agency may agree to an extension or suspension of the review period, not to exceed 1 year.

(c) Except as provided in subsection (2)(d)(ii), an application must include a summary of the probable impacts of the proposed subdivision based on the criteria described in 76-3-608(3).

(d) The following requirements do not apply to the first minor subdivision from a tract of record as provided in subsection (2):

(i) the requirement to prepare an environmental assessment; and

(ii) the requirement to review the subdivision for the criteria contained in 76-3-608(3)(a) if the minor subdivision is proposed in the portion of a jurisdictional area that has adopted zoning regulations that address the criteria in 76-3-608(3)(a).

(e) The governing body or its authorized agent or agency may not hold a public hearing or a subsequent public hearing under 76-3-615 for a first minor subdivision from a tract of record as described in subsection (2).

(f) The governing body may adopt regulations that establish requirements for the expedited review of the first minor subdivision from a tract of record. The following apply to a proposed subdivision reviewed under the regulations:

(i) except as provided in subsection (2)(d), the provisions of 76-3-608(3); and

(ii) the provisions of Title 76, chapter 4, part 1, whenever approval is required by those provisions.

(3) Except as provided in 76-3-616 and subsection (4) of this section, any minor subdivision that is not a first minor subdivision from a tract of record, as provided in subsection (2), is a subsequent minor subdivision and must be reviewed as provided in 76-3-601 through 76-3-605, 76-3-608, 76-3-610 through 76-3-614, and 76-3-620.

(4) The governing body may adopt subdivision regulations that establish requirements for review of subsequent minor subdivisions that meet or exceed the requirements that apply to the first minor subdivision, as provided in subsection (2) and this chapter.

(5) (a) Review and approval, conditional approval, or denial of a subdivision under this chapter may occur only under those regulations in effect at the time that a subdivision application is determined to contain sufficient information for review as provided in subsection (2).

(b) If regulations change during the period that the application is reviewed for required elements and sufficient information, the determination of whether the application contains the required elements and

sufficient information must be based on the new regulations.

(6) First and subsequent minor subdivisions must be reviewed using the administrative process provided for in subsection (7) if the proposed subdivision:

(a) is located in an area that is subject to and complies with zoning regulations adopted pursuant to Title 76, chapter 2, part 2 or 3, that, at a minimum, address development intensity through densities, bulk and dimensional requirements, and use standards;

(b) has a will-serve letter from a municipal water and sewer service or by a county water and/or sewer district created under 7-13-2203 that supplies both water and sewer services;

(c) has existing legal and physical access to each lot; and

(d) does not require a variance to any of the contents of the subdivision regulations required in 76-3-504(1)(g).

(7) An administrative minor subdivision meeting the requirements of subsection (6) is exempt from:

(a) submitting the summary of probable impacts based on criteria described in 76-3-608(3) and the environmental assessment required in 76-3-603;

(b) the review criteria described in 76-3-608(3)(a); and

(c) the requirements of subsections (2) through (5) of this section.

(8) (a) For administrative minor subdivisions, the subdivision administrator appointed by the governing body shall:

(i) assume all decision-making authority of the governing body provided in 76-3-608;

(ii) approve, conditionally approve, or deny an administrative minor subdivision and issue a written statement pursuant to 76-3-620 within 30 working days of a determination by the reviewing agent or agency that the application contains required elements and sufficient information for review as provided in 76-3-604(1) through (3); and

(iii) immediately on a determination that the application meets the requirements of 76-3-604(1) through (3), notify by first-class mail of the pending application:

(A) each property owner of record whose property is immediately adjoining the land included in the preliminary plat; and

(B) each purchaser under contract for deed of property immediately adjoining the land included in

the preliminary plat.

(b) If a party identified in 76-3-625(3) objects to a subdivision administrator's decision to approve, conditionally approve, or deny an administrative minor subdivision, the party may request in writing that the subdivision administrator forward the application on to the governing body. The governing body shall sustain the subdivision administrator's decision based on the record as a whole unless the decision was arbitrary, capricious, or unlawful. The governing body has 15 working days from the receipt of the request to review a decision to approve, conditionally approve, or deny the administrative minor subdivision and make a final determination.

(9) As used in this section, "administrative minor subdivision" means a subdivision meeting the requirements of subsection (6). All the requirements of Title 76, chapter 3, except those exempt in subsections (7) and (8), apply to an administrative minor subdivision."

- END -



I hereby certify that the within bill,  
SB 170, originated in the Senate.

\_\_\_\_\_  
Secretary of the Senate

\_\_\_\_\_  
President of the Senate

Signed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Speaker of the House

Signed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

## SENATE BILL NO. 170

INTRODUCED BY F. MANDEVILLE

AN ACT PROVIDING AN ALTERNATIVE ADMINISTRATIVE PROCESS FOR CERTAIN MINOR SUBDIVISIONS; PROVIDING CRITERIA AND EXEMPTIONS FOR CERTAIN MINOR SUBDIVISIONS; GRANTING A SUBDIVISION ADMINISTRATOR DECISION-MAKING AUTHORITY; PROVIDING A PROCESS FOR APPEAL; PROVIDING A DEFINITION; AND AMENDING SECTION 76-3-609, MCA.



AN ACT REVISING EXEMPTION LAW FOR CERTAIN CONDOMINIUMS AND TOWNHOUSES; AMENDING SECTION 76-3-203, MCA; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

**Section 1.** Section 76-3-203, MCA, is amended to read:

**"76-3-203. Exemption for certain condominiums and townhouses.** (1) Condominiums, townhomes, townhouses, or conversions, as those terms are defined in 70-23-102, constructed on land subdivided in compliance with parts 5 and 6 of this chapter or on lots within incorporated cities and towns are exempt from the provisions of this chapter if:

(1)(a) the approval of the original subdivision of land expressly contemplated the construction of the condominiums, townhomes, or townhouses and any applicable park dedication requirements in 76-3-621 are complied with; or

(2)(b) the condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations pertaining to land use, density, bulk and dimensional requirements, landscaping, and parking requirements when local zoning regulations are in effect.

(2) A determination whether the condominium, townhome, townhouse, or conversion proposal is exempt from the provisions of this chapter must be made by the governing body or the agent or agency designated by the governing body within 20 working days of the receipt of an application containing all materials and information required by the governing body to complete the determination.

(3) The governing body may not enact regulations prohibiting the townhome form of ownership or impose conditions on a determination that the condominium, townhome, townhouse, or conversion proposal is exempt from the provisions of this chapter, and may not require the condominium, townhome, townhouse, or conversion proposal to undergo a conditional use permit or other quasi-judicial governmental review process

pursuant to regulations adopted pursuant to Title 76, chapter 2, as a prerequisite to determining eligibility for an exemption from the provisions of this chapter."

**Section 2. Effective date.** [This act] is effective on passage and approval.

- END -

I hereby certify that the within bill,  
SB 331, originated in the Senate.

\_\_\_\_\_  
Secretary of the Senate

\_\_\_\_\_  
President of the Senate

Signed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Speaker of the House

Signed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

SENATE BILL NO. 331  
INTRODUCED BY G. HERTZ

AN ACT REVISING EXEMPTION LAW FOR CERTAIN CONDOMINIUMS AND TOWNHOUSES; AMENDING SECTION 76-3-203, MCA; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

**File Attachments for Item:**

**D. CONSIDERATION OF THE 2025 REGULAR MEETING SCHEDULE OF THE LIVINGSTON CITY COMMISSION**



**DATE:** December 17, 2024  
**TO:** Chair Kahle and City Commissioners  
**FROM:** Grant Gager, City Manager  
**RE:** Staff Report for 2025 Regular Meeting Schedule of the Livingston City Commission

**Recommendation and Summary**

The City Manager is recommending the Commission approve the dates for the regular meetings of the Livingston City Commission in calendar year 2025 by adopting the following motion:

**"I move to approve the 2025 Regular Meeting Schedule of the Livingston City Commission."**

The reasons for the recommendation are as follows:

- Both the Montana Code Annotated and the Livingston Municipal Code establish the required frequency of Commission meeting for municipal governments.
- The City of Livingston values public participation in meetings and wishes to provide the community with sufficient notice of regular City Commission meetings.

**Introduction and History**

Both the Montana Code Annotated and Livingston Municipal Code (LMC) establish the required frequency of the City Commission meetings. Pursuant to the LMC, the Commission's regular meetings are held on the first and third Tuesday of each month. In order to encourage the participation of community members, the City is providing a schedule of dates for regular meetings of the Livingston City Commission. All meetings will begin at 5:30pm.

**Analysis**

The proposed schedule includes meetings on the first and third Tuesday of each month for all months as there are no holiday or community event conflicts.

**Fiscal Impact**

The expenses of the Livingston City Commission are provided in the adopted budget.

**Strategic Alignment**





The conduct of the Livingston City Commission helps fulfill the City's obligations under both the Livingston Municipal Code and Montana Code Annotated.

**Attachments**

- Attachment A: Proposed Meeting 2025 Calendar

# 2025 City Commission Calendar

January							February							March							April						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1							1			1	2	3	4	5	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28		23	24	25	26	27	28	29	27	28	29	30			
														30	31												

May							June							July							August						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5						1	2
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30						27	28	29	30	31			24	25	26	27	28	29	30
																					31						

September							October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6				1	2	3	4							1		1	2	3	4	5	6
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
														30													

  Commission Meeting  
27 City Holiday